

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

I, the undersigned Recipient (“I”, “me” “my”) have either entered into an agreement with Dogworks, Inc. (“The Agent”), or Agent and I are investigating the possibility of my entering into an agreement with The Agent, concerning my provision of services in connection with the development, production and/or distribution of several projects (“Projects”). So that I can adequately perform the tasks, obligations and/or services as set forth in such agreement, or, if such agreement has not been entered into, so that I can evaluate various elements of the Projects in order to facilitate informed discussion and negotiation with an eye toward entering into such agreement, confidential information, including, without limitation, a rough and/or fine cut of the as-yet-unaired episode(s) for the Projects, will necessarily be provided by The Agent to me. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Confidentiality and Non-disclosure Agreement (the “Agreement”) is entered into between The Agent and me, and shall govern my treatment of all confidential information as set forth below.

(1) Any and all information and/or materials disclosed to or obtained by me concerning or relating to the Projects, including without limitation the production, on-camera talent, rough and/or fine cuts, designs, sketches, artwork, and all elements of the foregoing, my actual and/or potential provision of services in and in connection with the Projects, information relating to The Agent’s and/or any distributor’s, telecaster’s and/or other exhibitor’s (collectively, the “Distributor”) business and the terms and conditions of this Agreement (collectively, “Information”) shall be strictly confidential. I agree that I shall not disclose or cause to be disclosed to any third party any Information to which I have had or will have access or learn concerning the Projects, my actual or potential participation in the Projects, The Agent, the Distributor, or the terms and conditions of this Agreement except as required to fulfill my obligations hereunder; as expressly authorized by The Agent in writing; or as required by law. I also agree that I shall not disclose or cause to be disclosed by any means, whether oral, written, or by any other means including without limitation the Internet, any such Information to any individual or entity including, without limitation, any members of the press. Upon the completion or cessation of those tasks, obligations and/or services I render in connection with the Projects, I agree that I will return to The Agent all Information (or written, photographic and/or audio-visual materials containing any Information) made available to me. I acknowledge that any direct or indirect disclosure of such Information will constitute a material breach of this Agreement and will cause The Agent and Distributor substantial and irreparable injury entitling The Agent (and/or Distributor, as a third party beneficiary of this provision) to, among other things: (1) injunctive or other equitable relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this paragraph by me; and (2) recovery of The Agent’s and/or Distributor’s damages including, but not limited to, the liquidated damages set forth below, and attorneys’ fees, legal expenses and court costs incurred to enforce this paragraph. I also agree not to make any personal appearance for anyone other than The Agent and/or Distributor or make any statement to any media person or service with respect to the Projects without The Agent’s and Distributor’s prior written approval as set forth in this Agreement. For the avoidance of doubt, my confidentiality obligations and publicity restrictions hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site; micro-blogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user-modified website; or any other website, service, platform, program, application or other form or method of communication, whether now known or hereafter devised. For example and for the sake of clarity, I may not make (or authorize others to make) disclosures prohibited hereunder via Facebook, Twitter, YouTube or any other similar website or service, whether existing now or in the future.

(2) If I am required by legal process or by operation of applicable law to disclose any confidential information, it is agreed that I will provide The Agent with prompt written notice of such request(s) so that The Agent and/or Distributor may seek an appropriate protective order, pose objections and defenses, and/or waive compliance by

and with the provisions of this Agreement. In such an event, I shall not disclose or turn over any confidential information until the first to occur of: (a) The Agent declines, in writing, to so object, defend, and/or seek a protective order; or (b) The Agent's objections and/or defenses are exhausted and a final, binding decree ordering disclosure is rendered.

(3) In the event that inadvertent disclosure of confidential information occurs, I shall immediately notify The Agent and attempt to prevent any further inadvertent disclosure. If any confidential information (or written, photographic and/or audio-visual materials containing any such information) made available to me is lost or stolen, I agree that I shall notify The Agent within twenty-four (24) hours from such occurrence and shall make good faith efforts to recover such information (or such materials).

(4) I shall indemnify, defend, and hold harmless The Agent, Distributor, their assigns and licensees, parents, subsidiaries, and affiliate entities, and any owner, officer, director, employee or agent of any of the foregoing entities, and any sponsor(s) of the Projects and/or any portion thereof, against any and all damages, claims, liability, fees (including attorneys fees), penalties, costs, or expenses, which may result from any dissemination of confidential information (or any portion thereof) by me, not in accordance with this Agreement.

(5) I agree that any breach or violation by me of any of the terms or provisions of this Agreement shall result in substantial damages and injury to The Agent and/or Distributor, the precise amount of which would be extremely difficult or impracticable to determine. Accordingly, The Agent and I have made a reasonable endeavor to estimate a fair compensation for potential losses and damages to The Agent and/or the Distributor which would result from any breach by me of any material term of this Agreement, I further agree that, in addition to the remedies set forth hereinabove, I will also be obligated to pay, and I agree to pay to The Agent and/or Distributor, the sum of One Million Dollars (\$1,000,000) as a reasonable and fair amount of liquidated damages to compensate The Agent and/or Distributor for any loss or damage resulting from each breach by me of the terms hereof. I further agree that such sum bears a reasonable and proximate relationship to the actual damages which The Agent and/or Distributor will or may suffer from each breach by me.

Acknowledged and agreed to by:

Recipient:	Dogworks, Inc.
Printed Name: _____	By: _____
Signature: _____	Its: _____
Date: _____	Date: _____