NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "The Real Adonis procuction Agreement") is made and entered into as of \_\_/\_\_/\_\_, by and between: The Real Adonis & \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Disclosing Party], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with its principal office located at, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

[Receiving Party\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with its principal office located at, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RECITALS

WHEREAS, the Disclosing Party is considering entering into discussions with the Receiving Party regarding a pilot program or television project related to the subjects of The Sylvers, The Real Adonis, or any individuals, friends, affiliates, or associates related to these entities,collectively referred to as the "The Real Adonis production" and

WHEREAS, the Disclosing Party agrees to provide confidential and proprietary information to the Receiving Party in connection with the Project under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

For the purpose of this Agreement, "Confidential Information" shall include, but is not limited to:

The concept, script, storyline, characters, settings, and any other materials relating to the Project, including but not limited to The Sylvers, The Real Adonis, or any associated individuals or affiliates.

Any business plans, marketing strategies, financial projections, and any other proprietary information related to the Project.

Any communication, recordings, or documentation (including digital and physical) provided by the Disclosing Party to the Receiving Party regarding the Project.

2. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

Keep the Confidential Information strictly confidential and shall not disclose, distribute, or share such information with any third parties without the prior written consent of the Disclosing Party.

Use the Confidential Information solely for the purpose of evaluating or participating in the Project.

Take all reasonable steps to protect the Confidential Information from unauthorized access, use, or disclosure.

Not use the Confidential Information for any other purpose, including but not limited to personal or business gain, without prior written consent from the Disclosing Party.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligations of confidentiality shall not apply to information that:

Is or becomes publicly available without a breach of this Agreement.

Is rightfully received by the Receiving Party from a third party without any obligation of confidentiality.

Is independently developed by the Receiving Party without the use of the Confidential Information.

Is disclosed pursuant to a legal obligation or court order, provided that the Receiving Party provides the Disclosing Party with prompt notice of such requirement and cooperates in seeking a protective order or other legal remedy.

4. TERM OF AGREEMENT

This Agreement shall remain in effect for a period of 5 years from the date of execution or until such time as the Confidential Information no longer retains its confidential nature, whichever occurs first.

5. RETURN OF CONFIDENTIAL INFORMATION

Upon the termination of this Agreement or upon request of the Disclosing Party, the Receiving Party agrees to return or destroy all Confidential Information in their possession, including any copies, recordings, or digital formats.

6. NO LICENSE

Nothing in this Agreement shall be construed as granting any rights or licenses in the Confidential Information, including any intellectual property rights relating to the Project.

7. NO OBLIGATION TO ENTER INTO AGREEMENTS

Nothing in this Agreement obligates either party to enter into any further agreements or to pursue any business relationship or partnership in connection with the Project.

8. LEGAL AND EQUITABLE REMEDIES

The Receiving Party acknowledges that any unauthorized disclosure or use of the Confidential Information may result in irreparable harm to the Disclosing Party, for which monetary damages may not be an adequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies in the event of a breach of this Agreement.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of California/ U.S.A, without regard to its conflict of laws principles.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, regarding the same.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

Disclosing party \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Receiving Party \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_