

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made and effective on _____, 20__ by and between Manhattan Beach Studios LLC (“MBS”) and _____ (“Entity”).

1. Confidential Information.

MBS and Entity may disclose certain of its confidential and proprietary information (the “Confidential Information”) to each other. Confidential Information shall include all concepts, data, materials, products, technology, computer programs, specifications, manuals, business plans, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to the other. Confidential Information disclosed orally shall be identified as such within thirty (30) days of disclosure. Nothing herein shall require either party to disclose any of its information.

2. Recipient's Obligations.

(a) Each Party's Treatment of Confidential Information. Each party agrees that the Confidential Information is considered confidential and proprietary to the other and each party shall hold the other's Confidential Information in confidence, shall not use the Confidential Information other than for the purposes of its business, and shall disclose it only to its officers, directors, or employees with a specific need to know. Neither party will not disclose, publish or otherwise reveal any of the Confidential Information received from other to any other party whatsoever except with the specific prior written authorization of disclosing party.

(b) Tangible Confidential Information. Confidential Information furnished in tangible form shall not be duplicated except for purposes contemplated by this Agreement. Upon the request of the disclosing party, the receiving party shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

(c) Exceptions. The foregoing obligations and restrictions do not apply to that part of the Confidential Information that Recipient demonstrates:

- (i) was available or became generally available to the public other than as a result of a disclosure by the receiving party; or
- (ii) was available, or became available, to the receiving party on a non-confidential basis prior to its disclosure by the disclosing party, but only if such information was not made available through a breach of confidentiality owed to Owner;
- (iii) was requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) or is required by a regulatory body to make any disclosure which is prohibited or otherwise constrained by this Agreement; or
- (iv) was independently developed by the receiving party without breach of this Agreement.

3. Term.

The obligations herein shall be binding upon Recipient for five (5) years from the date of disclosure of the last disclosures of any Confidential. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the receiving party, nor by the rejection of any agreement between the parties, by a trustee of the receiving party in bankruptcy, or by the receiving party as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. The receiving party agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

5. No Publicity.

Each party agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement.

6. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the state of California and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Each party agrees that in the event of any breach or threatened breach by the other party, that party may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.

7. Entire Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

8. No Assignment.

Neither party may not assign this Agreement or any interest herein without the other party's express prior written consent.

9. Severability.

It is the desire and the intent of the parties that the terms and conditions of this Agreement shall be enforced to the fullest extent permitted under applicable laws. Accordingly, if any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or becomes by operation of law invalid or unenforceable, then this Agreement shall be deemed amended to delete therefrom the portion that is adjudicated or which becomes by operation of law invalid or unenforceable, such deletion to apply only with respect to the operation of that term or condition and the remainder of this Agreement will remain in full force and effect.

10. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to MBS:
markn@manhattanbeachstudios.net

If to Entity:

11. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:

RECIPIENT:

Manhattan Beach Studios LLC
1600 Rosecrans Ave.
Manhattan Beach, CA 90266

Name: _____
Title: _____

Name: _____
Title: _____