



NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "**Agreement**") effective as of _____, 20____ (the "**Effective Date**"), is made and entered into by and between **Cloud 10 Studios, LLC**. (which will also d/b/a Thundercloud VFX), located at **P.O. Box 778004, Henderson, Nevada 89077**, and any of its affiliates and subsidiaries (collectively, "**Company**"), and

(Name "Recipient")

and any of its affiliates and subsidiaries (collectively, "**Recipient**"), with an office or home located at:

(Street Address)

(City, State, Zip, Country)

(Phone)

(Email)

In consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient hereby agree as follows:

1. **Purpose**. The Parties wish to explore a business opportunity and/or transaction of mutual interest. In connection with the foregoing, Company may disclose to Recipient, certain confidential creative, technical and business information that the Company desires the Recipient to treat as confidential.

2. "**Confidential Information**" means any and all information disclosed by the Company to Recipient, either directly or indirectly, in writing, orally, by inspection of tangible objects, or by observation of systems, methods, processes, designs, concepts, devices, improvements, technologies and other ideas, including without limitation, the Company's operating plans, financial information, business plans, trade secrets and know how, results and prospects, customer, employee, stockholder and supplier information or lists, marketing plans and techniques, product concepts, experimental works, works in progress, scripts, plots, characters, research efforts, technical information, data systems, drawings, storyboards, illustrations, photographs, computer programs, software, object code, source code, dramatic, graphic, literary and musical material, pictorial works and sound recordings, mechanical and electronic hardware, production processes and any other information relating to the creative projects, technology and business of the Company. Confidential Information may also include information disclosed by the Company to the Recipient which information was disclosed to the Company by third-parties. Confidential Information shall not, however, include any information which the Recipient can establish: (a) was publicly known and made generally available in the public domain prior to the time of disclosure to the Recipient by the Company; (b) becomes publicly known and made generally available after disclosure to the Recipient by the Company through no action or inaction of the Recipient; (c) is in the possession of the Recipient, without confidentiality restrictions, at the time of disclosure by the Company as evidenced by the Recipient's files and records immediately prior to the time of

disclosure; or (d) is independently developed by the Recipient without reference to any Confidential Information as evidenced by the Recipient's written files and records.

3. **Non-Use and Non-Disclosure**. The Recipient hereby agrees not to use any Confidential Information for any purpose whatsoever except to evaluate and engage in discussions concerning a potential business relationship with the Company or for Recipient to perform work for Company. The Recipient hereby agrees not to disclose any Confidential Information to third-parties or to employees of the Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship or to perform work for Company. The Recipient shall not modify, adapt, alter, translate, reverse engineer, disassemble, create derivative works of, or decompile any prototypes, software, or other tangible objects that embody any Confidential Information. Without the prior written consent of a duly authorized representative of the Company, Recipient will neither issue nor authorize in any manner whatsoever, directly or indirectly, the dissemination of any publicity or news story relating to: (a) the Confidential Information; or (b) any agreement with the Company. Recipient will neither confirm nor deny any information of any kind in any way relating to the Company's business. If Recipient is required by legal process to disclose any Confidential Information, Recipient shall not be in breach of this Agreement, but shall provide the Company with prompt prior written notice thereof so that the Company may seek a protective order or other appropriate remedy to prevent or limit disclosure of any Confidential Information. Recipient shall reasonably cooperate with the Company's application for a protective order or other remedy. In any event, Recipient shall disclose only that portion of the Confidential Information that is legally required to disclose.

4. **Maintenance of Confidentiality**. The Recipient hereby agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Recipient shall take at least those measures that the Recipient takes to protect its own most highly confidential information, but in no event less than a reasonable degree of care. Recipient shall be fully responsible for any breach of the terms and conditions of this Agreement by any of its employees. The Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by a duly authorized representative of the Company. The Recipient shall reproduce the Company's proprietary rights notices on any such approved copies in the same manner in which such notices were set forth in or on the original. The Recipient shall promptly notify the Company in the event of any unauthorized use or disclosure of the Confidential Information.

5. **No Obligation**. Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. Notwithstanding the foregoing, if Recipient is performing work for Company, nothing in this Agreement shall grant Recipient any right to terminate, suspend, or otherwise halt such performance.

6. **No Warranty**. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE PARTIES MAKE NO WARRANTIES, REPRESENTATIONS, GUARANTEES, OR OTHER PROMISES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR OTHER PERFORMANCE OF ANY CONFIDENTIAL INFORMATION.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Recipient shall be and remain the property of the Company and shall be immediately returned to the Company upon the Company's prior written request.

8. No License. Nothing in this Agreement is intended to grant any rights to the Recipient under any patent, mask work right, copyright, or any other intellectual property or proprietary right of the Company, nor shall this Agreement grant the Recipient any rights in or to any Confidential Information except as expressly set forth in this Agreement. Recipient shall not acquire any right under this Agreement to use, and shall not use, the name of Company (either alone or in conjunction with or as part of any other word or name) or any of Company's fanciful characters or designs or any of its related, affiliated, or subsidiary companies, or the names of the principals of Company.

9. Term. This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Recipient. Notwithstanding the foregoing, the covenants contained in Section 3 above shall survive the termination of this Agreement.

10. Remedies. The Recipient hereby agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Company, entitling the Company to seek injunctive relief in addition to all legal remedies, without posting a bond or other surety. Notwithstanding the foregoing, the Recipient hereby irrevocably waives any right to seek and/or obtain rescission, equitable and/or injunctive relief related to Company's, its affiliates' or its related entities' production, distribution, license and/or exploitation of any motion picture, television program, commercial, software and/or other content; and Recipient's sole and exclusive remedy in connection therewith shall be an action for damages.

11. Miscellaneous. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns. This Agreement shall be governed by the laws of the State of Nevada, without reference to conflict of laws principles. The Parties hereby expressly and irrevocably consent to the exclusive personal jurisdiction and venue of Clark County, Nevada for any claim arising

out of, related to, or in connection with this Agreement. Any action or proceeding arising out of, to interpret, or to enforce this Agreement shall be determined by binding arbitration in the State of Nevada, County of Clark pursuant to the provisions of the American Arbitration Association. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, warranties, guarantees, promises and other understandings of the Parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by duly authorized representatives of both Parties. Recipient shall not assign this Agreement, nor assign or delegate any rights or obligations hereunder, in whole or in part, without the prior written permission of a duly authorized representative of the Company; provided, however, that the Company can assign or delegate its rights or obligations without consent of the Recipient to any successor thereof. Any attempted assignment in violation of the previous sentence by Recipient shall be null and void. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision hereof, the Parties shall add as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible to be valid and enforceable. Each Party is an independent contractor and is not and shall not be deemed to be the legal representative or agent of the other Party for any purpose whatsoever, and neither Party is authorized by the other Party to transact business, incur obligations (either express or implied), bill goods, or otherwise act in any manner, in the name or on behalf of the other Party, or to make any promise, warranty, or representation in the name or on behalf of the other Party, except as expressly permitted in this Agreement. The article, section and subsection headings in this Agreement are only inserted for convenience and shall not affect in any way the meaning or interpretation of this Agreement. The language of this Agreement shall be construed simply and according to its fair meaning, and shall not be construed for or against any Party as a result of the source of its draftsmanship. This Agreement may be executed by exchange of signature pages in any number of counterparts, each of which shall be an original as against any Party whose signature appears thereon and all of which together shall constitute one and the same instrument. Facsimile or electronic (PDF) signatures shall be treated as original signatures for all purposes hereunder.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

COMPANY

Cloud 10 Studios, LLC.

Signature: _____

Print Name: _____

Title: _____

RECIPIENT

(Company, if applicable)

Signature: _____

Print Name: _____

Title: _____
(Authorized Signatory)