



**HIERARCHY PICTURES, INC.**

**NON-DISCLOSURE &**

**NON-CIRCUMVENTION AGREEMENT**

This Agreement (“Agreement”) relates to the dissemination of certain proprietary and/or confidential information by **LaMont Cain** and/or **Hierarchy Pictures, Inc.**, (“HP”) to \_\_\_\_\_ and/or **Associates** sometimes referred to as “Recipient(s)” and sometimes referred to as the “Parties,” preliminary to a possible business transaction between the Parties for the purpose of financing and/or distributing, producing and exploiting motion picture and/or other entertainment or entertainment related projects.

LaMont Cain and/or Hierarchy Pictures, Inc., wishes to protect its respective proprietary and/or confidential information from being revealed to third parties without prior written consent and towards that end, the recipient(s) hereby agree and represent this agreement as follows:

**1. IDENTIFICATION OF PROPRIETARY AND/OR CONFIDENTIAL INFORMATION:** As used in this Agreement, “Information” shall mean any and all valuable, competitively sensitive data and information including, but not limited to, information regarding any agency, manager, talent, production company, studio, distributor, financier, or any related entity associated with or developed by LaMont Cain and/or Hierarchy Pictures, Inc., which is not generally known by the Recipient(s), competitors and/or other third parties, including, but not limited to, all of the following: (a) any information labeled “Confidential” or provided to the other Party with reference to this Agreement; and (b) any and all names (individual, fictitious and corporate), addresses, telephone numbers, facsimile/fax numbers, telex numbers, and any other means of communications which may be disclosed by and between the Parties including but not limited to, those persons described in paragraph 5, below. Information shall not include information (i) that the Recipient can show by documentary evidence was known to Recipient prior to the date of its disclosure; or (ii) that becomes publicly known, by publication or otherwise, not due to any unauthorized act or omission of Recipient or any other party having the obligation of confidentiality to disclosure; or (iii) that Recipient can conclusively show by documentary evidence that such information was developed independent of any access to the Information.

**2. NON-DISCLOSURE TO THIRD PARTIES:** The Receiving of Information by the Parties of this Agreement shall treat the Information as the proprietary and confidential information of the



disclosing party, shall not disclose the Information to any other person(s) or entity(s) except as authorized herein, and shall use its best efforts to safeguard the Information from dissemination. The Recipient(s) shall immediately notify LaMont Cain and/or Hierarchy Pictures, Inc., of any request by a third party to disclose the Information held in confidence by the Parties and shall cooperate in efforts to protect the Information from disclosure. The Recipient(s) hereto also agree and covenant that they will keep the Information in total confidentiality, promising not to disclose the Information to any person or entity, except legal counsel without the written permission of LaMont Cain and/or Hierarchy Pictures, Inc.

**3. PUBLICITY:** Except as may, in the opinion of the counsel of the Recipient(s), be required by law, and after cleared in writing by (“HP”), shall publicly announce or disclose the terms or conditions of this Agreement, or advertise or release any publicity regarding this Agreement or the fact that the Parties contemplate and/or consider doing business with the other person, without prior written consent of the other Party. This provision shall survive any expiration, termination or cancellation of this Agreement.

**4. OWNERSHIP OF THE USE OF INFORMATION:** All information delivered by (“HP”) to the other Party pursuant to this Agreement shall be and remain the property of the disclosing Party. Such Information, if written, and any copies thereof, as well as any written summaries of any Information disclosed orally, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing party’s option. The recipient of the Information shall not use the Information except to evaluate a possible transaction between the Parties relating to a possible business transaction between the Parties. The Information covered by this paragraph also includes any and all tangible goods used for demonstration, evaluations, or test marketing.

**5. NON-CIRCUMVENTION:** The Party contracting with LaMont Cain and/or Hierarchy Pictures, Inc., and/or its Affiliates and/or its Associates covenants not to contact either directly or indirectly, orally or in writing (i) any agency, manager, talent, financier, production company, studio, distributor or any related entity associated with or developed by LaMont Cain and/or Hierarchy Pictures, Inc., source of funding, or intermediary thereto, whether existing or potential, and any and all affiliate(s) thereof, including, but not limited to (ii) any current or former employee, employer, associate, consultant, shareholder, parent company, subsidiary or other representative thereof (collectively or individually referred to as “Agent”) whose identity is disclosed to Recipient(s) by LaMont Cain and/or Hierarchy Pictures, Inc., or is otherwise believed to have been contacted by LaMont Cain and/or Hierarchy Pictures, Inc., for the purposes of distributing, providing funding for and/or to develop entertainment or entertainment related projects, without the express written consent of LaMont Cain and/or Hierarchy Pictures, Inc. It is further agreed and understood that said list of



persons might be amended from time to time in the sole discretion of LaMont Cain and/or Hierarchy Pictures, Inc.

6. **EQUITABLE RELIEF:** Except as expressly elsewhere herein provided, each person or entity bound by this Agreement acknowledges that the remedy at law for any breach of any of the terms of this Agreement would be inadequate, and agrees and consents that temporary and permanent injunctive and other equitable relief may be granted in any proceeding which may be brought to enforce any provision hereof, including within such other equitable relief specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy. Said remedy shall be in addition to all other remedies available at law or equity to the non-breaching Party. The prevailing Party in an action brought by either Party to enforce any provision of this Agreement shall be entitled to recover all costs of such action, including reasonable attorneys' fees.

7. **LIQUIDATED DAMAGES:** In such case, upon the determination of a breach of this Agreement by a court of competent jurisdiction, the non-breaching Party may be entitled liquidated damages in addition to any other remedies available at law or equity. It is understood and both parties agree that any material breach to this agreement shall constitute a monetary damage at minimum of seven hundred fifty thousand dollars U.S. (\$750,000); including but not limited to, attorney fees, court cost, punitive damages, and any other cost or penalty the court deems appropriate.

8. **NO AGENCY:** The Recipient(s) are not, nor are they authorized to act as, agent, employee, or broker of ("HP") and are specifically denied any authority to do so.

9. **INTEGRATION:** This Agreement is the entire agreement among the Parties with respect to the subject matter hereof, and no alteration, modification, or interpretation hereof shall be binding as to any Party unless in writing, expressly designated as such an alteration, modification, or interpretation hereof and signed by such Party.

10. **FURTHER ASSURANCES:** Each of the Parties, without further consideration, agrees to execute and deliver such other documents and to take such other action necessary, convenient or desirable, in the reasonable opinion of any other Party, to effectuate the provisions and intent of this Agreement.



11. **CONSTRUCTION:** The Language of this Agreement has been approved by the Parties. This language shall be construed as a whole according to its fair meaning, and none of the Parties hereto shall be deemed the draftsman of this Agreement or any part hereof, for purposes of any litigation, which may arise hereafter between them. If any provision or portion of this Agreement shall be held for any reason to be unenforceable or illegal, that provision shall be severed from this Agreement and the remainder of this Agreement shall remain valid and enforceable between the Parties hereto just as if the provision held to be illegal or unenforceable had never been included in the Agreement.

12. **CHOICE OF LAW AND VENUE:** This Agreement has been entered into in the State of California and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of California applicable to contracts entered into and performed partially or entirely within the State of California. The Parties consent to the Los Angeles County Superior Court as the proper venue should any litigation arise out of this Agreement. In connection with the foregoing, the Parties agree to submit to and be bound by the jurisdiction of the appropriate State and Federal Courts located in the County of Los Angeles of the State of California.

13. **BINDING AGREEMENT:** This Agreement shall be binding upon all of the employees, agents, officers, directors, shareholders, attorneys, accountants, and any other person acting on behalf of for the benefit of the Recipient(s), and each of them.

14. **ASSIGNMENT:** The Recipient(s) shall not have the right to sell, transfer, assign, sublicense, or subcontract any right or obligation hereunder without the prior written consent of ("HP").

15. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

16. **SECTION HEADINGS:** The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof.



The above terms and conditions of this document have been read, agreed upon, signed and dated, by all parties below.

A facsimile signature shall be deemed as an original signature for the purposes of this contract.

By: \_\_\_\_\_  
(Print)

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

**LaMont Cain**

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

Signature: \_\_\_\_\_

Mr. LaMont Cain (Print)

**Hierarchy Pictures, Inc.**

9663 Santa Monica Blvd.,

Suite 441

Beverly Hills, CA 90210

**(424) 333-8471**

Phone: \_\_\_\_\_

**, 2018**

Title: Chairman & CEO / Producer

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