



HIERARCHY PICTURES, INC.
NON-DISCLOSURE &
NON-CIRCUMVENTION AGREEMENT

Hierarchy Pictures 公司
保密协议

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.

此协议乃是就某些所有权和（或）保密信息的传播事宜，由 **LaMont Cain** 和（或）**Hierarchy Pictures 公司【“HP”】**，与 _____ 和（或）相关人士，有时称之为“信息接受者”或“各方”之间进行签订。此协议签订于各方在以下列事宜为目的而进行的商业交易之前：电影的融资、和（或）发行、制作和开发，和（或）其他与娱乐或与娱乐相关的项目。

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:

LaMont Cain 和（或）**Hierarchy Pictures 公司**，希望保护其所有权和（或）保密信息，在未经书面许可之前不被泄露给第三方。以此为目的，信息接受者同意并遵循以下协议内容：

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.

1. 所有权和（或）保密信息的确认：本协议中所使用的“信息”一词指的是：任何或一切有价值、有关竞争的敏感数据和信息，应包括且不仅限于：与任何代理机构、经纪人、演职人员、制作公司、工作室、发行人、融资人有关的信息；或任何与 **LaMont Cain** 和（或）**Hierarchy Pictures** 公司相关、或其衍生出来的实体相关的信息。这些信息通常不被信息接受者、竞争对象和（或）第三方所知。这些信息包括，且不仅限于以下全部内容：**(a)** 任何标注为“机密”的信息，或被提供给另一方并涉及到此协议的任何信息；**(b)** 任何和全部（个人的、虚构的和公司的）名称，地址，电话号码，传真号码，电传号码，和其他联络方式。这些信息可能会被相关各方，且不仅限于此协议第五段中所述的各方泄露出去。此信息不应包括：**(i)** 信息接受者可以提供书面证据，该信息在向其披露之前，信息接收者已获得了该信息 **(ii)** 信息已通过发布或其他方式被公共所知晓，而非出于信息接受者、或任何有保密责任的其他方的未被授权或疏忽行为而被公开的信息。**(iii)** 信息提供者可确实提供书面证据，证明该信息是经独立渠道获取。

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.

2. 不得向第三方泄密：协议各方应将接收到的信息视为披露方的所有权及机密信息，未经授权，不应将此信息泄露给其他个人或实体，应尽最大努力使该信息免遭外泄。若有第三方请求对保密信息进行披露，信息接受者应立即告知 **LaMont Cain** 和（或）**Hierarchy Pictures** 公司，并努力配合，保护此信息不遭到泄露。至此，信息接受者也同意并立约承诺，他们将对此信息完全保密，未经 **LaMont Cain** 和（或）**Hierarchy Pictures** 公司书面许可，不得将此信息泄露给除法律顾问以外的任何个人或实体。

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.

3. 公开信息：除非在信息接受者的法律顾问的意见下，同时符合法律规定下，并得到（“HP”）公司书面许可之后，方可公开发布或披露协议中的条款或条约，或公布、披露任何有关此协议的公开信息，或协议各方在未获另一方的书面许可的情况下考量和（或）考虑与另一方进行业务合作的事实。无论该协议截止、终结或取消，此条款都将持续有效。

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.

4. 信息使用的所有权：根据此协议，一切由（“HP”）公司交付给其他方的信息，披露方都拥有并保留其所有权。此信息，若形成书面形式，以及由此产生的任何复印件，以及任何对此信息做出的口头披露形成的书面纪要，都须在书面要求下，立即返还给披露方，或在披露方的选择下被销毁。除非各方为了对相互之间可能进行的业务交易进行评估，否则，信息接受者不得使用该信息。此处涉及到的“信息”，同时包括任何或全部用来进行示范、评估或试销的有形物品。

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.

5. 不规避：该方，如已与 LaMont Cain 和（或）Hierarchy Pictures 公司以及（或）其附属机构以及（或）其合作伙伴签订协议，当立书承诺不与下列各方进行直接或间接、口头或书面的接触。此“各方”包括：**(i)** 任何现存或潜在的代理机构、经纪人、演职人员、融资人、制作公司、工作室、发行商或任何与 LaMont Cain 和（或）Hierarchy Pictures 公司相关的机构或衍生实体、资金来源方、中间人，以及任何和一切附属或分支机构：包含且不仅限于下列各方，包括 **(ii)** 当前或过去的雇员、雇主、同事、顾问、股东、母公司、子公司或其他代理（笼统或单独称之为“代理人”）。上述各方的身份经由 LaMont Cain 和（或）Hierarchy Pictures 公司透露给信息接受者，或被认为



已经由 LaMont Cain 和（或）Hierarchy Pictures 公司以如下目的进行过接触，目的包括：以发行和（或）提供资金和（或）发展娱乐或与娱乐相关的项目为目的。如未经 LaMont Cain 和（或）Hierarchy Pictures 公司的书面许可，均不准与上述各方进行接触。信息接受者同时接受并理解上述各方名单或经 LaMont Cain 和（或）Hierarchy Pictures 公司进行不定期修订。

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.

6. 衡平救济：除非在此协议其它部分做出过明确说明，每一个受此协议约束的个人或实体承认，任何因违反协议条款而进行的法律救济，都将是不够的；同意和准许在任何诉讼程序中，允许实施暂时性和永久性禁令，或其它衡平救济条款；由此诉讼而导致的任何条款的执行，包括其它衡平救济条款的强制执行，均无需提供实际损害证据，或其它任何法律救济不足够的证据。上述救济应在给予未违约方任何其它符合法律及衡平法的救济之外。对于由任何一方所引起，对协议中任何条款引发诉讼的行为，胜诉方有权要求将其在诉讼中所花费用进行收回，包括合理的律师费。

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.

7. 违约金：经有司法管辖权的法庭判定，对此协议的违反一经确定，未违约方有权获



得在任何其它符合法律和衡平法的补偿以外的赔偿金。双方理解并同意，对本协议任何形式的违约都将构成最低七十五万美元(\$750,000) 的资金赔偿，其中包含且不仅限于：律师费、法庭费用、惩罚性赔偿，和法庭认为合理的其它任何费用或惩罚。

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.

8. 无代理权: 信息接受者不是，也未被授权行使作为 (“HP”) 公司的代理人、雇员或经纪人，并明确否认此权利，信息接收者被明确否认拥有此权利。

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.

9. 协议完整性: 此协议是签订方之间关于此标的物的完整协议，任何对此协议的变更、修订和阐释，都不具备对其中一方的约束力。除非以书面形式明确指明的变更、修订和阐释，并由该方签订。

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.

10. 进一步保障: 无需进一步考虑，签约方同意执行并兑现此类其他文件，采取其他此类必要的、便捷的或可取的措施。在其他方的合理意见下，贯彻该协议的条款和意向。

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.



11. 协议构成: 该协议的语言文字已经各方同意。该语言文字应当按其合理意义被理解为一个整体。协议各方若发生诉讼, 任何一方不应被认定为该协议或其中任何一部分的起草方。若该协议的任何条款或部分被以任何原因认定为无法执行或非法, 那么, 该条款应从协议中分离出去, 恰如该条款从未被包含在此协议中, 在各签订方之间, 该协议的其余部分仍应被视为有效和可执行的。

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 (USA). 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.

12. 法律和审判地的选择: 该协议于加利福尼亚州(加州)缔结, 其合法性、构成、诠释和法律效应, 应受适用于合同缔结和对其部分及全部的执行的加州法律管辖。如发生与此协议相关的任何诉讼, 各方同意由洛杉矶县高级法院(Los Angeles County Superior Court - USA)作为适当的审判地。关于上述内容, 各方同意遵循并受到位于加州洛杉矶县的州和联邦法院的司法管辖。

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.

13. 协议约束: 该协议应对所有员工、代理人、高级职员、董事、股东、律师、会计人员, 以及其他任何代表信息接受者利益的所有人员具有约束效力。

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").

14. 转让: 在未事先获得("HP")公司书面许可的情况下, 信息接受者不应将此协议下的权利和责任进行出售、转移、转让、再授权或再分包。



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.

15. 副本: 该协议可在若干副本下执行，每一份副本都应被视为原文件，所有副本的整合应构成整体和同一份法律文件。

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.

16. 条款标题: 该协议中各条款的题目和标题，仅以提供便捷为目的，不应被解释为以任何方式对此文中条款的适用范围和意向进行限制。

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

以上文件中的条款和条件，已经以下各方阅读、商定、署名并署以日期。

For any discrepancy in translation will be defaulted to the English version of this document.

翻译中的任何差异将以该文件的英文版本为准。

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

复制版签名将被视为此合同的原始签名。

By 签署人: _____
Print (印刷字体)

Signature 签名: _____

Phone 电话: _____



HIERARCHY

PICTURES, INC.

Title 职位: _____

Date 日期: _____

LaMont Cain

By 签署人: _____

Signature 签名: _____

LaMont Cain 先生 (印刷字体)
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Phone 电话: _____

, 2018

Title 职位: Chairman & CEO/Producer
董事长&首席执行官/制片人

Date 日期: _____