

## FILM BUDGET PRO - CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”) is made by and between Film Budget Pro, 1718 Federal Ave., Suite #19, Los Angeles, CA 90025, (“**FBP**”), and the potential client of FBP identified below (hereafter “**Client**”)(each a “**Party**” and collectively, the “**Parties**”).

This Agreement is made to facilitate the disclosure by Client of Protected Information to FBP while discussions are taking place regarding a possible working relationship whereby FBP would provide film budgeting and related services on a consulting basis to Client (the “**Business Purpose**”), under terms that will protect the confidential nature of such information.

1. Protected Information. “**Protected Information**” means any information concerning the operations, financial affairs, production details and other sensitive information regarding Client’s business affairs and film projects that may not be known to the general public, which Client provides to FBP, either orally or in written or tangible form, for the purposes of enabling FBP to provide an estimate for the costs of preparing a film budget and/or providing related services to Client.

2. Exclusions. Protected Information does not include information that is or rightfully becomes publically known through no fault of FBP, which FBP can demonstrate was rightfully in its possession prior to the time of disclosure, or which FBP receives at any time without restriction from a third party that had the right to disclose such information.

3. Use and Protection. FBP will not use, publish or divulge any Protected Information to any third party without Client’s prior written approval, and shall protect the Protected Information with the same care FBP uses to protect its own confidential information. FBP may use Protected Information solely as necessary to carry out the Business Purpose. If any disclosure of Protected Information by FBP is required by order of court or other government body, FBP shall, prior to any disclosure thereof, give Client prompt written notice of such requirement, assist Client in seeking an order preventing, limiting, or protecting the required disclosure, and then disclose only such Protected Information as is required.

4. Ownership. Client shall have and retain all right, title, and interest in and to its Protected Information. Nothing in this Agreement will be construed as granting to or conferring upon FBP any right, title, interest, or license in any intellectual property rights or Protected Information.

5. Term. This Agreement shall continue for a period of one (1) year. Notwithstanding the expiration of this Agreement, all terms and provisions of this Agreement shall remain in force and effect with respect to any Protected Information for a period

of three (3) years from the expiration of this Agreement. In the event that the Parties enter into a services agreement for the provision of services by FBP to Client, the terms of any such agreement with respect to confidentiality of Client’s information will replace these terms as of the date of execution of such services agreement.

6. Governing Law. This Agreement will be governed by the laws of the State of California, without giving effect to its choice-of-law principles. The exclusive venue for any action or proceeding arising out of this Agreement shall be the state and the federal courts in Los Angeles County, California.

7. Entire Agreement; Modification; Assignment. This Agreement will not be construed as creating any business association between the Parties. Client is not obligated to disclose any specific Protected Information to FBP. This Agreement constitutes the entire agreement between the Parties concerning the Protected Information. If any provision of this Agreement is held to be invalid, the validity of the remaining provisions shall in no way be affected or impaired. This Agreement may not be modified, except in a writing, signed by both Parties. This Agreement may not be assigned or transferred by either Party without the prior written consent of the other Party.

The Parties have caused this Agreement to be executed as of the below date, intending to be bound.

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

### FILM BUDGET PRO

By: \_\_\_\_\_  
Jacob Mosler, Founder / Producer

### CLIENT

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

Print: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_