PELICAN FILMS, INC
NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT is made and entered into as of the date this agreement is fully executed between the party disclosing information (the "Disclosing Party") on the one hand, and the party receiving information (the "Receiving Party") on the other hand.

      1.   <u>Purpose</u>. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, the Disclosing Party may disclose to the Receiving Party certain confidential creative, technical and business content and information which the Disclosing Party desires the Receiving Party to treat as confidential.

      2.   "<u>Confidential Information</u>" means any information, idea(s), concept(s), stories, theme(s), scene(s) a faire, technique(s), concept(s), design(s), plan(s), innovation(s), mark(s), name(s) or similar concepts, or any expression, illustration, translation, adaptation, form or derivative thereof, disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally or by inspection of objects (including without limitation audiovisual products or product lines, documents and samples embodied in any configuration now known or hereafter devised and transmitted by any method now known or hereafter devised).

      3.   <u>Non-use and Non-disclosure</u>. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to third parties or to such Receiving Party's employees, except to those employees, consultants, professional representatives and agents of the Receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship.

      4.   <u>Maintenance of Confidentiality</u>. The Receiving Party agrees that it shall retain in confidence, and shall require their respective employees, consultants, professional representatives and agents to retain in confidence, all such Confidential Information transmitted to it by the other. The Receiving Party will not use or disclose to others, or permit the use or disclosure of, any such confidential information obtained from or revealed by the Disclosing Party.

      5.   <u>No Obligation</u>. Nothing herein 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.

      6.   <u>Warranty</u>. The Disclosing Party makes no warranty, expressed or implied, with respect to information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose, or freedom from patent or copyright infringement, whether arising by law, custom or conduct. In no event shall the Disclosing Party be liable for consequential or incidental damages.

      7.   <u>Return of Materials</u>. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by the Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's written request.

      8.   <u>No License</u>. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant the Receiving

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Party any rights in or to the Confidential Information of the Disclosing Party except as expressly set forth herein.

9.   Term. The obligations of each party under this Agreement shall survive any termination of the business discussions or relationship between the parties and shall continue until the later of (a) five (5) years after the date of this Agreement, and (b) three (3) years from the last date on which any Confidential Information is disclosed under this Agreement.

10.   Announcements. The Receiving Party shall not, without the prior written consent of the Disclosing Party, make any statement or public announcement to trade publications or to the press or make any statement to any competitor, customer, lender, shareholder, optionee or any other third party having a business relationship with the other, with respect to the discussions contemplated on this Agreement.

11.   Remedies. The Receiving Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to all legal remedies.

12.   Prior Disclosures. The Receiving Party confirms that any information disclosed to it by the Disclosing Party prior to the transmittal of this Agreement is subject to the terms of this Agreement.

13.   Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of New York, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written and agree to the above terms and acknowledge receipt of a copy of this Agreement.

DATE: _____   DATE: __5.5.20_____

DISCLOSING PARTY   **RECEIVING PARTY**

_____   PELICAN FILMS
Print

_____   _____
Signed   Signed

                                           Chris Clancy - Managing Director

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INITIAL _____ / __CC