

Mutual Non-Disclosure Agreement

Full form · For submissions, evaluations, and business discussions

This Mutual Non-Disclosure Agreement (this “Agreement”) is entered into as of the date of the last signature below (the “Effective Date”), between VoxPop LLC, a New York limited liability company (“VoxPop”), and the counterparty identified in the signature block (“Counterparty”). VoxPop and Counterparty are each a “Party” and may be referred to together as the “Parties.”

The Parties wish to explore or pursue a potential or actual business relationship, including the submission, evaluation, development, financing, production, licensing, or distribution of one or more film projects on or through the VoxPop platform (the “Purpose”), and in connection with the Purpose may disclose confidential information to one another.

1. CONFIDENTIAL INFORMATION

1.1 Definition. Confidential Information” means non-public information disclosed by a Party (the “Discloser”) to the other (the “Recipient”), in any form, that is designated as confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. It includes business plans, platform and product designs, technology, financial and user data, marketing strategies, project and rights information, scripts, treatments, trailers, and other creative and commercial materials.

1.2 Exclusions. Confidential Information does not include information that: (a) is or becomes public through no fault of the Recipient; (b) was rightfully known to the Recipient without confidentiality obligation before disclosure; (c) is rightfully received from a third party without breach of any obligation; or (d) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information.

2. OBLIGATIONS

2.1 Use and Protection. The Recipient will use Confidential Information solely for the Purpose, will not disclose it to any third party except as permitted here, and will protect it using at least the same degree of care it uses for its own confidential information of like importance, and no less than reasonable care.

2.2 Permitted Recipients. The Recipient may disclose Confidential Information to its members, managers, officers, employees, contractors, and professional advisors who need to know it for the Purpose and are bound by confidentiality obligations at least as protective as those here. The Recipient is responsible for their compliance.

2.3 Compelled Disclosure. If the Recipient is legally compelled to disclose Confidential Information, it will, where legally permitted, give the Discloser prompt notice and reasonable cooperation to seek protective treatment, and will disclose only what is legally required.

3. OWNERSHIP; NO LICENSE; SUBMISSIONS

3.1 No License or Rights. All Confidential Information remains the property of the Discloser. This Agreement does not grant the Recipient any license or rights in the Discloser’s Confidential Information or intellectual property except the limited right to use it for the Purpose.

3.2 Creative Submissions. This Agreement supports, and does not replace, VoxPop’s Script Submission Acknowledgment Agreement. VoxPop reviews many projects and may independently develop or

evaluate similar concepts. Nothing in this Agreement restricts VoxPop from developing, acquiring, or working on projects that are similar to, or competitive with, a Counterparty submission, provided VoxPop does not use the Counterparty's Confidential Information in breach of this Agreement.

4. NO OBLIGATION; NO WARRANTY

4.1 No Obligation to Proceed. This Agreement does not obligate either Party to proceed with any transaction, submission, project, or relationship. Any such commitment must be in a separate signed agreement.

4.2 No Warranty. Confidential Information is provided "as is." The Discloser makes no warranty as to its accuracy or completeness.

5. TERM; RETURN OF MATERIALS

5.1 Term. This Agreement applies to Confidential Information disclosed during the period beginning on the Effective Date and continuing until terminated by either Party on thirty (30) days' written notice. The Recipient's confidentiality obligations survive for three (3) years after disclosure, and indefinitely for trade secrets for as long as they remain trade secrets under applicable law.

5.2 Return or Destruction. On the Discloser's written request, the Recipient will promptly return or destroy the Discloser's Confidential Information, except for copies retained in routine backups or as required by law, which remain subject to this Agreement.

6. REMEDIES

6.1 Injunctive Relief. The Parties agree that a breach may cause irreparable harm for which monetary damages are inadequate, and that the non-breaching Party is entitled to seek injunctive relief in addition to any other remedy, without the necessity of posting a bond where permitted by law.

7. GENERAL

7.1 Governing Law and Venue. This Agreement is governed by New York law, without regard to conflict-of-law principles. The Parties consent to exclusive jurisdiction and venue in the state and federal courts located in New York County, New York, except that either Party may seek injunctive relief in any court of competent jurisdiction to prevent immediate and irreparable harm.

7.2 Entire Agreement; Amendment. This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes prior understandings on that subject. It may be amended only in a writing signed by both Parties.

7.3 Assignment; Waiver; Severability. Neither Party may assign this Agreement without the other's prior written consent, except that VoxPop may assign it in connection with a merger, acquisition, financing, reorganization, or sale of assets. Failure to enforce a provision is not a waiver, and an unenforceable provision will be modified to the minimum extent necessary while the remainder stays in effect.

7.4 Counterparts; Electronic Signature. This Agreement may be executed electronically and in counterparts, each of which is an original and all of which together constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FOR VOXPOP LLC:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

COUNTERPARTY:

Signature: _____

Printed Name: _____

Entity (if any): _____

Title: _____

Date: _____