



CONFIDENTIALITY-NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made by and between Lightstorm Entertainment Inc., (“Company”) and _____ (“Guest”), as an individual, or company representative. If Guest represents a company, they acknowledge and aver that their visit is in their capacity as an agent for that organization, contact information listed below their signature, and this Agreement so binds that entity.

WHEREAS, Company shall be demonstrating or otherwise disclosing and Guest will be viewing certain confidential and proprietary information; and

WHEREAS, Company wishes to protect against unrestricted disclosure or damaging use of the confidential and proprietary information relating to, used in or useful in connection with Company’s activities, including but not limited to motion picture production and special effects services.

NOW THEREFORE, Guest agrees as follows:

1. For purposes of this Agreement, "Confidential Information" includes, without limitation: (1) any "trade secret" as defined in California Civil Code section 3426 et seq.; (2) any information about the Company, its business or projects, or about any person or entity related to any of the foregoing including James Cameron, that derives actual or potential economic value from not being known to business competitors or to the general public; and (3) any information about the Company, its business or projects, or about any person or entity related to any of the foregoing, known to me as a direct or indirect result of my visit with the Company. By way of example, and not limitation, Confidential Information includes business and financial information, technical information, know-how and ideas. Confidential Information may relate, for example, to scripts, screenplays, treatments, story outlines, development projects, technology, processes, products, programs, improvements, developments, discoveries, inventions, computer hardware, computer software, vendors, suppliers, Guests, design, research, development, engineering, accounting, selling, marketing and any actual or contemplated trademark, service mark, trade name or patent. Confidential Information also includes the identities, goals, needs and strategic plans of individuals and entities currently or prospectively involved with the Company, its business or any of its projects. Such information is Confidential Information whether it is intangible (such as a fact known to me but not recorded), recorded in written form (such as a letter, memorandum or other document), or otherwise recorded (such as a photograph, videotape, audiotape or computer disk).

2. I agree that I will maintain the confidentiality of all Confidential Information for all time. I will not summarize copy, disclose or otherwise communicate any Confidential Information to any person or entity, whether directly or indirectly. Moreover, if I become aware that anyone is engaged in such unauthorized activity, I shall inform the Company at once.

3. All Confidential Information disclosed to me shall be and remain the property of Company. The disclosure to me of any Confidential Information shall not be construed as granting to me a consent to use

or license under any patent, patent application, or copyright or any right of ownership in such Confidential Information.

4. Any ideas, concepts, suggestions, enhancements or other materials I provide during my visit to Company or in any follow-up meetings, calls or other communications related to my visit and the Company materials and/or information I view, shall be offered voluntarily and Company shall be free to use any of them, without any payment or other consideration. Nothing herein shall be construed to create an implied contract for services or other relationship between myself and Company.

5. I acknowledge that the Company is not responsible or liable for any decisions, including any business decision made by me in reliance upon information disclosed to me by Company, or in reliance of any discussions, evaluations or other communications with Company.

6. I acknowledge and agree that the provisions set forth in this Agreement are necessary and reasonable to protect the interests of Company, and that any breach or threatened breach of any provision of this Agreement by me, or at my direction, would cause great and irreparable harm to Company for which there would be no adequate remedy at law. Therefore, in addition to any other rights and remedies Company may have, I agree that in the event of such breach or threatened breach, Company shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages. I agree that Company is entitled to such relief without posting a bond or making any undertaking. Any such requirement of a bond or undertaking is hereby waived by me, and I acknowledge that in the absence of such a waiver, a bond or undertaking might otherwise be required by the court.

7. This Agreement contains the entire understanding between Company and me related to the safeguarding of the Confidential Information, supersedes all prior communications and understandings with respect thereto, and shall be interpreted, construed and enforced in accordance with the laws of the State of California.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT, AND THAT I AGREE TO ABIDE BY ALL OF ITS TERMS.

By: _____ Dated: _____

Name: _____

Representing: _____
Company

Address: _____

Telephone No. _____