This Agreement is made as of Day of week, Month Day, Year between Relentless Entertainment Event Productions LLC, a California corporation, having an office at 7759 Via Catalina, Burbank, CA 91504 (“Relentless”), with President Michael Beckmann and First Name Last Name, Title of Company, and associated partners with an office at full office address with email email address, Phone phone number (Initials of Name “Initials”), Relentless and Initials, which covers all owners and employees of Initials are hereinafter sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

Relentless and Initials, have entered into discussions with each other potential business transactions or relationships. (the “Purpose”), or in connection with possible provision of event production services (the “Potential Assignment”), or to explore a potential business relationship between themselves involving any potential business transaction (the   
“Process” or “Project”). In these discussions, either of the Parties may provide (the “Disclosing Party”) information containing proprietary and non-public information to the other Party (the “Receiving Party”). In consideration of the receipt of information and other good and valuable consideration, the Parties hereby agree as follows:

1. “Confidential Information” includes all oral, electronic, and written information, data, knowledge and material, in tangible or intangible form (including, without limitation, plans, techniques, processes, methodologies, procedures, policies, concepts, ideas, know-how, financial statements, technical, operating, business, environmental, and marketing information, and trade secrets), which the Disclosing Party discloses and provides, directly or indirectly, to the Receiving Party in connection with the Purpose, Potential Assignment, Process, or Project. However, the following will not be considered Confidential Information:
   1. information that was already known to the Receiving Party without obligation of confidentiality prior to disclosure of it to the Receiving Party by the Disclosing Party;
   2. information that is disclosed to the Receiving Party without obligation of confidentiality by a third Party who has the right to make such disclosure;
   3. information that is in the public domain or hereafter enters the public domain through no fault of the Receiving Party or any of its Representatives (as defined below);
   4. information that is legally required to be disclosed by judicial or other governmental action, provided, however, that prompt written notice of such judicial or other governmental action shall have been given to the Disclosing Party if lawfully permitted to do so and that the Disclosing Party shall be afforded the opportunity (consistent with the legal obligations of the Receiving Party) to exhaust all reasonable legal remedies to maintain the Confidential Information in confidence;

e. or information that is independently developed by the receiving party not in breach of this Agreement.

1. The Receiving Party shall (a) keep the Disclosing Party’s Confidential Information in strict confidence; (b) not, without the prior written consent of the Disclosing Party, disclose or permit it to be disclosed to anyone other than the Receiving Party’s directors, officers, employees, affiliates, lenders or consultants ("Representatives") who have a legitimate need to know the Confidential Information for the Receiving Party to evaluate and assist with respect to the Purpose, Potential Assignment, Process or Projec***t***, and who are informed by the Receiving Party of the confidential nature of the Confidential Information; and (c) not use and will not permit its Representatives to use the Disclosing Party’s Confidential Information for any other reason other than its connection with the Purpose, Potential Assignment, Process or Project. Neither party will remove any proprietary rights or copyright notices attached to or included in, or copy, any Confidential Information of the other party as set forth herein.
2. The Receiving Party shall require all Representatives to whom Confidential Information is disclosed pursuant to Section 2 above to agree to be bound by the confidentiality obligations substantially similar to these set forth in this Agreement. With respect to consultants, lenders and other Representatives who are not employees of the Receiving Party or its affiliates, the Receiving Party shall require the employer of each such Representative to agree in writing to be bound by the confidentiality obligations set forth in this Agreement. Each Receiving Party shall be responsible for compliance with this Agreement by its Representatives.
3. Upon demand by the Disclosing Party, the Receiving Party shall return or destroy

all Confidential Information including copies; provided, however, Receiving Party’s legal counsel may retain one (1) copy of the Confidential Information in a secure location as may be required to comply with any applicable laws or regulations and Receiving Party shall not be required to erase any Confidential Information of the Disclosing Party stored electronically as part of an archival back-up system maintained by the Receiving Party in the ordinary course of business.

1. This Agreement may not be assigned by any of the Parties without the prior written consent of the other Party and may not be amended or modified except by a written agreement signed by each Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns. The terms of this Agreement shall be independent of, and this Agreement shall survive, unless otherwise expressly agreed, the execution of any further documents or agreements between the Parties hereto.
2. The Receiving Party shall keep the Information safe in a secure place and separate from Receiving Party’s own information and under effective control;
3. No liability whatsoever, whether in contract, tort or otherwise and including liability for negligent misstatement, is accepted by the Disclosing Party or any of the Disclosing Party’s officers, employees, agents or professional advisers or any of the Disclosing Party’s associates or subsidiaries (collectively referred to as the “Group”) for the accuracy or completeness of any of the Information or for any opinions expressed therein or for any errors, omissions or misstatements therein, and that the Receiving Party shall have no claim whatsoever against the Disclosing Party or any of the Disclosing Party’s respective directors, officers, employees, agents or professional advisers in the

event that all of any of the disclosed Information should prove to be inaccurate, incomplete or misleading in any respect whatsoever;

1. If any provision of this Agreement is deemed void, invalid or unenforceable by any court or tribunal of competent jurisdiction, such provisions shall be stricken from this Agreement without effect on the remaining provisions of the Agreement as a whole.
2. No failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof or preclude the exercise of any other or further right, power, or privilege hereunder.
3. In performing under this Agreement, the Parties agree to comply fully with all applicable laws, ordinances, rules, and regulations. Both Parties agree that all imports, exports, and re-exports under this Agreement and any future Agreements shall be undertaken in accordance with all applicable U.S. foreign trade control laws and regulations. Both Parties further agree to fully cooperate in complying with such laws and regulations and in assisting the other Party with such compliance.
4. Notices to either Party may be sent to the addresses stated above.
5. This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both parties. This Agreement is made subject to and shall be governed by and construed under the laws of the State of California.
6. Each Party hereto acknowledges that if this Agreement is breached the non- breaching Party hereto may be irreparably harmed and may not be made whole by monetary damages. It is accordingly agreed that, in addition to any other remedy to which it may be entitled in law or in equity, any non-breaching Party may be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and/or to compel specific performance.
7. In the event of any dispute under this Agreement, a Party shall be liable only for actual damages and neither Party shall seek or be entitled to receive, and no court or arbitrator shall award, punitive, consequential or incidental damages in any form or amount.
8. The sole purpose of this Agreement is to provide for access to Confidential Information for the evaluation of the Purpose, Potential Assignment, Process***,*** while protecting and governing the confidentiality and use of the Confidential Information in accordance with the terms hereof. Furnishing Confidential Information hereunder does not constitute an offer by any Party hereto. The Parties agree that unless and until a definitive agreement between the Parties with respect to the Purpose, Potential

Assignment, Process***, or*** Project has been executed and delivered, and then only to the extent of the specific terms of such definitive agreement, no Party hereto will be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by any Party or their respective Representatives, except, in the case of this Agreement, for the matters specifically agreed to herein. A Party shall be entitled to cease disclosure of Confidential Information hereunder and any Party may depart from negotiations at any time for any reason or no reason without liability to any Party hereto. However, such departure from negotiations shall not extinguish any rights or obligations which any Party may have under this Agreement.

1. The duration of this Agreement shall be for a period of one (1) year from the above-mentioned date unless otherwise extended.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any litigation to enforce or interpret any provision of this Agreement, a court of competent jurisdiction may award either party reasonable attorney’s fees and costs, in addition to any other appropriate relief.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Signature Signature

Relentless Entertainment

By: Michael Beckmann

Title: President

E-Mail: [Michael@relentlessentertainment.us](mailto:Michael@relentlessentertainment.us)

Cell: 1.760.646.2502

Company Name

By: Name of Person

Title: Title in Company  
  
 E-Mail: email address  
   
Direct: phone number