

**OHANA PRODUCTIONS, LLC  
NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** is entered into on this 15<sup>th</sup> day of May, 2019, between Ohana Productions, LLC herein referred to as “Disclosing Party” and Henry Donald Greenberg, herein referred to as “Receiving Party”.

**1. Purpose**

The Disclosing Party has agreed to make available to the Receiving Party certain Confidential Information (as defined below) of the Disclosing Party for any lawful purpose.

**2. Definition of Confidential Information**

"Confidential Information" shall be any information, ideas, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, client information, business ideas, business plans, marketing plans, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, marketing strategies, business strategies, passwords, financial data, company records, trade secrets, conversations, inventions, innovations, processes, information, records, recordings, email addresses, mailing addresses, contact names, passwords, financial documents, behaviors of the team, meetings, private sessions by Durek Verrett, interactions, relationships, emails, interactions and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork, notebooks, and similar items relating to the business of the Company, whether prepared by the receiving Party or otherwise coming into their possession, shall remain the exclusive property of the Company and will not be disclosed to a third party. Receiving Party shall not retain any copies of the foregoing without the Company's prior written permission.

All information disclosed to “Receiving Party” in conjunction with their Purpose or any and all company information is confidential and proprietary. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; or (iii) is approved for release by the Disclosing Party in writing.

**3. Non-Disclosure of Confidential Information**

The Receiving Party agrees not to use the Confidential Information for any purpose other than that set forth in Section 1 of this Agreement. The Receiving Party will not disclose any Confidential Information to third parties except those directors, officers,

employees, consultants and agents of the Receiving Party who are required to possess the information in order to carry out the purposes set forth in Section 1 of this Agreement. The Receiving Party will have any of its representatives (directors, officers, employees, consultants and agents) to whom Confidential Information is disclosed or who has access to Confidential Information, sign a Non-Disclosure Agreement in content to the likeness of this Agreement and will promptly notify the Disclosing Party in writing of the names of each such person(s) who has signed such agreements after such agreements are signed. The Receiving Party agrees that it will take all reasonable measures to protect the secrecy, disclosure or use of Confidential Information to prevent the information from falling into public domain or in the possession of persons other than those persons authorized to have any such information. The Receiving Party further agrees to exercise measures to include the same highest degree of care that it would use to protect its own Confidential Information of similar nature. The Receiving Party agrees to notify the Disclosing Party in writing of any misuse or misappropriation of such Confidential Information which may come to its attention.

#### **4. Obligation to Disclose**

In the event that Receiving Party or any of your representatives (directors, officers, employees, consultants or agents) become legally compelled to disclose any of the Confidential Information, The Receiving Party agrees to provide the Disclosing Party with prompt written notice thereof and to cooperate with the Disclosing Party in seeking to obtain a protective order or other arrangement pursuant to which the confidentiality of the Confidential Information is preserved. In the event such an order or arrangement is not obtained, the Receiving Party agrees that you and your representatives will disclose only that portion of the Confidential Information as is legally required.

#### **5. Return of Materials**

Any materials or documents that have been furnished by the Disclosing Party to the Receiving Party, the Receiving Party shall promptly (and in no event later than five business days after such request) return all Confidential Information which has been provided to the Receiving Party, without retaining any copy thereof; provided that the portion of such Confidential Information that consists of or contains notes, compilations, analyses, reports or other documents prepared by you or any of your representatives shall be destroyed by you.

#### **6. No License Granted**

Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed, or under any trademark, patent, copyright, or any other intellectual property right nor shall this Agreement grant Receiving Party any rights to the other party's Confidential Information, except as to the limited right to review such Confidential Information solely for the purpose as set forth in Section 1 of this Agreement.

## **7. Non-Disparagement**

In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. The parties agree that they neither will engage in any conduct or communications with a third party, public or private designed to disparage the other. The Parties agree that neither will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, each other or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

## **8. Term**

The foregoing commitments shall survive any termination of discussions between the parties, and shall continue indefinitely following the date of this Agreement.

## **9. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the governing state laws of California and shall be binding upon the parties hereto in United States and worldwide. The federal and state courts within California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

## **10. Remedies**

Receiving Party agrees that its obligations hereunder are necessary and reasonable in order to protect the Disclosing Party and its business. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

## **11. Miscellaneous**

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without the prior written consent of the Disclosing Party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date written above.

**RECEIVING PARTY**

**By:** \_\_\_\_\_  
**Name:** Henry Donald Greenberg