

# The Resurrection of Jesus Christ, LLC

## Confidentiality, Non-Circumvention & Non-Disclosure Agreement

I, the undersigned, acknowledge that I have agreed to provide services to The Resurrection of Jesus Christ, LLC (the “Company” or “TROJC”) with respect to the development, production, marketing and/or promotion of its film and entertainment-related projects, including the feature film “The Resurrection of Jesus Christ” (the “Film”) as a TROJC team member (“Team Member”), until such time as either an independent contractor or employment agreement has been made and executed by me and the Company. As a Team Member for the Company, I am aware that I will be provided with knowledge, documents and/or information (or access to individuals, documents, knowledge and/or information) that is of a sensitive, confidential or proprietary nature (“**Confidential Information**”) in connection with the Company and/or its projects, officers, directors, attorneys, accountants, producing partners, financiers and/or associates (collectively, the “**Confidential Parties**”) regarding its financial and business affairs, transactions and/or production of feature-length motion pictures and/or video games (the “**Productions**”). Such Confidential Information may include, without limitation, the screenplay for the Film (or elements thereof), business and financial records, account information, the names of individuals associated with Company’s partners, the Productions (and/or access to such individuals), the terms of agreements by the Confidential Parties in connection with the Productions, as well as knowledge or information regarding the business of the Confidential Parties or their affiliates, licensees, successors and assigns, and their production and trade practices.

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), I expressly represent, warrant and agree that: (1) I will not solicit any investors or financiers, whether private or public, for the purpose of financing the Film, in any manner (including, without limitation, via text, email, Facebook, Twitter, LinkedIn or other social media devices or platforms) without the prior, express written consent, direction and approval of Executive Producer David Wood (“Wood”); (2) I will not make any defamatory or disparaging comments verbally or in writing about the Company, the Film, the Projects or any of the Film’s producers, financiers and representatives; (3) I shall not disclose, whether directly or indirectly, to any third person, individual or entity any of the Confidential Information, unless I have received prior written consent from the Confidential Parties to do so or am legally compelled to do so through a subpoena or court order or other similar legal requirement. and (4) I will not circumvent Company or any of the Confidential Parties, by directly or indirectly contacting any of the Confidential Parties, including without limitation, such individuals, entities or parties first introduced to me by Wood for the purpose of developing, financing or producing any of the Productions or other feature film(s) without the prior express written consent of Wood or the Company.

For the avoidance of doubt, I understand that my confidentiality obligations hereunder shall apply to any and all media whatsoever, including, without limitation, any social networking site; personal website or blog; user modified website (“Wiki”); or any other website, service, platform, program, application or other form or method of communication, whether now known or hereinafter devised. For example and for the sake of clarity, I may not make contacts or disclosures prohibited hereunder via Facebook, Twitter, Youtube or any other similar website, service or social media platform, whether existing now or in the future.

All documents and other tangible objects containing or representing the Confidential Information, and all copies thereof, together with any and all analyses or other documents related thereto that contain or otherwise reflect any of the foregoing information, shall be and remain the sole property of Company and

the Confidential Parties and, upon the Confidential Parties' written request, shall be returned to Company and/or the Confidential Parties or destroyed within thirty (30) days of such written request.

**GIVEN THE DIFFICULTY OF PRECISELY MEASURING THE DAMAGES CAUSED BY YOUR BREACH OF THIS AGREEMENT, YOU AGREE THAT AS FAIR AND REASONABLE MONETARY COMPENSATION FOR ANY BREACH BY YOU OF YOUR OBLIGATIONS UNDER THIS AGREEMENT, IN ADDITION TO OTHER DAMAGES TO BE ESTABLISHED AT TRIAL/ARBITRATION, YOU SHALL TURN OVER TO COMPANY OR THE CONFIDENTIAL PARTIES ANY AND ALL MONIES, PROFITS, OR BENEFITS YOU DERIVE AS A RESULT OF SAID BREACH AND IN ADDITION, FOR EACH AND EVERY BREACH OF THIS AGREEMENT,**

which will cause irreparable injury to Company and the Confidential Parties for which monetary damages are not an adequate remedy and, therefore, without waiver of any other rights or remedies, the Confidential Parties shall be entitled to injunctive relief as well as all other rights and remedies provided by law. Such remedies shall not prohibit the Confidential Parties from pursuing any other remedy, whether at law or in equity, available to the Confidential Parties for a breach or threatened breach of this agreement, including recovery of damages from me and the recovery of any and all of the Confidential Parties' actual attorneys' fees incurred to enforce this agreement.

I understand and acknowledge that my access in any way to the Confidential Information is expressly conditioned on my adherence to all provisions of this agreement, and but for my express acceptance of all the provisions of this agreement, such involvement and/or access would not be granted.

If any provision of this agreement is not enforceable in whole or in part, the remaining provisions of this agreement shall not be affected thereby. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

This agreement shall be governed by, construed and enforced under the laws of the State of California as it is applied to agreements entered into and to be performed entirely within such state. Any action arising out of this agreement shall be brought in the state or federal courts located in the City of Los Angeles, and I irrevocably submit to the exclusive jurisdiction of any such court and waive any objection that I may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

AGREED TO AND ACCEPTED:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_