**BUSHWICK FILM FESTIVAL CONFIDENTIALITY AGREEMENT**

This BUSHWICK FILM FESTIVAL AGREEMENT (the “**Agreement**”), made effective June 17, 2020 (the “Effective Date”), is by and between BUSHWICK FILM FESTIVAL, LLC, a New York limited liability Disclosing Party (the “**Disclosing Party**”), and [ ] [(if a legal entity) a [state of formation] [type of legal entity]](each signatory hereto is a “**Party**,” and collectively, the “**Parties**”).

**RECITALS**

WHEREAS, the Disclosing Party exhibits, showcases, distributes and displays original films in its festivals (the “Films”);

WHEREAS, the Disclosing Party may acquire, learn or be exposed to sensitive, confidential, or proprietary information, in either or all cases, from the filmmakers, producers and investors of the Films (collectively, the “**Producers**”);

WHEREAS, it would be damaging to the Disclosing Party’s reputation in the film industry and a possible breach of certain agreements the DisclosingParty may have with the Producers or other third-parties, thereby subjecting the Disclosing Party to liability, if certain information were disclosed to the public;

WHEREAS, the Disclosing Party has its own confidential and proprietary information that it desires to keep from the public domain; and

WHEREAS, the Receiving Party desires to render services for the benefit of the Disclosing Party, which may include, but would not be limited to, working at or during the Disclosing Party’s film festivals (the “Festivals”).

NOW, THEREFORE, for the good and valuable consideration expressly set forth hereunder, the Parties agree as follows:

I. INCORPORATION. The Recitals are hereby incorporated by reference herein.

II. CONFIDENTIALITY. The Disclosing Party shall share, disclose, and reveal certain information with the Receiving Party, and the Receiving Party shall receive, obtain,

1

and learn of certain information from the Disclosing Party in strict accordance with the terms herein.

A. The Disclosing Party may provide the Receiving Party with certain confidential or proprietary information (“**Confidential Information**”). Confidential Information includes information, whether written, electronic or oral, which the Receiving Party knows or reasonably should know is proprietary, confidential or a trade secret of the Disclosing Party, including any and all technical or business information, Festival information including but not limited to the identity of the Producers and the content of their Films, servicing information, customer lists, pricing information, marketing information, policies, procedures and manuals regarding the Disclosing Party’s distribution channels, research and development and other proprietary matter relating to the Disclosing Party’s services or products related to the business of the DisclosingParty. The Receiving Party shall not use the Confidential Information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations and enjoy its rights under this Agreement. Such persons will be informed of andwill agree to the provisions of this Section in a signed writing and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. In any instance that theReceiving Party discloses the Confidential Information to its agents, representatives or third-parties, the Receiving Party shall immediately inform the Disclosing Party of such disclosure.Upon termination of this Agreement (or earlier, upon request by the Disclosing Party), the Receiving Party shall cease to use all Confidential Information and promptly return to the Disclosing Party (or destroy, upon request by the Disclosing Party) any documents (whether written or electronic) in its possession or under its control that constitutes Confidential Information. During the term of this Agreement and thereafter,neither the Receiving Party, nor the Receiving Party’s employees, independent contractors nor other agents shall (a) use any of the Confidential Informationto support, maintain or otherwise benefit the Receiving Party or a third party, (b) duplicate in any manner or disclose to any third party the Confidential Information or any part thereof other than to the Receiving Party’s agents and representatives having a need to know the Confidential Information, or (c) reverse engineer, decompile or otherwise disassemble the Disclosing Party’s products from the products themselves or from any other information made available to them (if applicable).

2

B. Confidential Information shall not include any information which the Receiving Party can prove by written documentation is: (i) in the Receiving Party’s possession prior to disclosure by the Disclosing Party hereunder; (ii) rightfully received from a third party and not delivered directly or indirectly from any breach of a confidentiality obligation by such third party; (iii) independently developed by the Receiving Party without reliance on any Confidential Information; or (iv) disclosed after receipt by the Receiving Party of written permission from the Disclosing Party to disclose.

C. The Receiving Party shall treat all Confidential Information as being strictly private and confidential, irrespective of whether such information is denoted, “Confidential,” and shall take all steps necessary to prevent it from being disclosed or made public to any third party.

D. The Receiving Party hereby acknowledges and agrees that the Confidential Information is the sole and exclusive property of the Disclosing Party and any use or disclosure of the same not in strict accordance with this Agreement may cause irreparable harm to Disclosing Party. The Receiving Party shall receive, use and consider the Confidential Information solely and exclusively for the purpose of evaluating an arrangement and performing services for Disclosing Party with respect to the Agreement.

E. Within five (5) days after either of the Parties has notified the other in writing that it desires to terminate the Agreement, the Receiving Party shall (i) return to Disclosing Party all of the Confidential Information including any copies thereof and (ii) certify in writing to Disclosing Party that it has destroyed all copies of documents prepared by the Receiving Party which include the Confidential Information, or returned such documents to the exclusive possession if the Disclosing Party.

III. NON-SOLICIT. For a period of twelve (12) months afterthe expiration, termination, or cancelation of this Agreement by eitherParty, the Receiving Party shall not solicit the services of any persons or entitiesthat have provided substantially similar services to the Disclosing Party within two (2) years of the Effective Date. Notwithstanding the foregoing sentence, this Section IV shall not apply if the Receiving Party had a prior professionalrelationship with such persons or entities, as evinced by a writing from such persons or entities to the Disclosing Party dated prior to the Effective Date.

IV. LIABILITY. The Receiving Party acknowledges that remedies at law may be inadequate to protect against breach of this Agreement, and hereby agrees that the Disclosing Party, in addition to all other remedies, shall be entitled to injunctive relief and specific performance. The Receiving Party hereby affirmatively waives the

3

requirement that the Disclosing Party post any bond, demonstrate any likelihood of irreparable damage to the Disclosing Party or demonstrate that any actual damages will be suffered by the Disclosing Party in the event of a breach or threatened breach of this Agreement by the Receiving Party. The DisclosingParty’s rights and remedies under this Agreement are cumulative and in addition to any other rights and remedies that the Disclosing Party may have at law or in equity.

V. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

VI. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of State of New York, without regard to its choice of law principles.

VII. JURISDICTION; VENUE. The Parties consent to the jurisdiction of the State of New York to hear any and all disputes between the Parties related in any way whatsoever. Further, the Parties hereby consent to hear all disputes in New York County, New York, which shall be the exclusive venue for such disputes, and the Parties waive all *forum non conveniens* claims.

VIII. ENTIRE AGREEMENT. This Agreement contains the entire agreement concerning the Receiving Party’s use and confidential treatment of the Confidential Information. No modification of this Agreement will be binding upon either party unless it is approved in a signed writing by both Parties.

IX. NOTICES. All notices hereunder shall be in writing and shall be deemed to have been given when delivered by hand, mailed by first class registered or certified mail, postage prepaid and return receipt requested, or delivered by overnight courier addressed as set forth on the introductory paragraph above.

X. BINDING. This Agreement shall be binding upon the Disclosing Party and all of its subsidiaries, affiliates, directors, officers, employees, servants, agents or professional advisers of such persons.

XI. TERMINATION. Unless the Disclosing Party delivers notice to the Receiving Party to the contrary (such notice must be provided at least 48 hours prior to any termination), this Agreement may be terminated by either Party by providing written notice to the other Party at least fourteen (14) days prior to the effective date of such termination.

XII. SURVIVAL. Sections II, III, IV, and V shall survive the expiration, termination, or cancelation of this Agreement.

4

IN WITNESS WHEREOF, the Parties have executed this agreement as of the day and year first written above.

*Remainder of page intentionally left blank*

*Signature page below*

**THE DISCLOSING PARTY**

BUSHWICK FILM FESTIVAL, a New York limited liability company

By: \_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Kweighbaye Kotee

Title: Founder and CEO

**THE RECEIVING PARTY**

[NAME], [(if a legal entity) a [state of formation][type of legal entity]]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Ari Butowsky

Title: Intern

5