

CONFIDENTIALITY AGREEMENT

Q CASTING NETWORKS

OWNER GARY SPRINGER

This Confidentiality Agreement (hereinafter referred to as the ("Q CASTING NETWORKS")) is made and effective the ___ day of March 2025 by and between Gary Springer (hereinafter referred to as the "Owner") and (hereinafter referred to as the "Recipient").

1. Confidential Information

Owner proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, video, film, CDs, cassettes, VHS tapes, mini-tapes, DVDs, all formats of video, technology, computer programs, written screenplays, script, treatment, synopsis, pilots, plot summary, episodes, finale episode and trailers specifications, manuals, business plans, software, marketing plans, business plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Confidential Information disclosed orally shall be identified within five (5) days of disclosure. Nothing herein shall require the Owner to disclose any of its information.

2. Recipient's Obligations A. Recipient agrees that Confidential Information is to be considered confidential and proprietary to the Owner and Recipient shall hold the same in confidence, shall not use Confidential Information other than for business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. The recipient will not disclose, publish, or otherwise reveal any of the Confidential Information received from the Owner to any other party whatsoever except with the Owner's specific prior written authorization.

B. Recipient shall not duplicate Confidential Information furnished in tangible form except for purposes of this Agreement. Upon the request of the Owner, the Recipient shall return all Confidential Information received in written or tangible form, including copies, reproductions, or other media containing such Confidential Information, within ten (10) days of such request. At the Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by the Recipient. The recipient shall provide a written certificate to the Owner regarding destruction within ten (10) days thereafter.

3. Term

The obligations of Recipient herein shall be effective [Non-Disclosure Period] from the date Owner last discloses any Confidential Information to Recipient according to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment, or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in possession or the equivalent of any of the foregoing under local law.

4. Other Information

Recipient shall have no obligation under this Agreement for Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by

Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

5. No License

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service, or products of the other party and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. The recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. No Publicity

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with the Owner.

7. Governing Law and Equitable Relief

This Agreement shall be governed and construed under the laws of the United States and the State of Florida, the Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

8. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. No Assignment

Recipient may not assign this Agreement or any interest herein without Owner's express prior written consent.

10. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices

Any notice required by this Agreement or in connection with it shall be in writing and given to the appropriate party by personal delivery or certified mail, postage prepaid, or recognized overnight delivery services.

Owner: Gary Springer

Pompano Beach, Florida 33069

Email qcasting@hotmail.com

Recipient Signature: _____

Print Name _____

Name of recipient. _____

12. No Implied Waiver

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

{OWNER'S SIGNATURE BLOCK}

{RECIPIENT'S SIGNATURE BLOCK}

ADDRESS

EMAIL _____

PHONE NO. _____

DATE _____