

NON-DISCLOSURE AGREEMENT (NDA)

1. THE PARTIES. This Non-Disclosure Agreement (“Agreement”), created on the date the which the form was SUBMITTED on the www.VHSforever.us website, is by and between:

Disclosing Party: Richard Allen Sargis and VHSforever.us

Receiving Party: The SUBMITTING individual from theVHSforever.us website.

The Disclosing Party and the Receiving Party are referred to herein as a “Party” and, collectively, as the "Parties." This Agreement is made by the Parties to prevent the unauthorized disclosure of confidential and proprietary information. The Parties agree as follows:

2. TYPE OF NDA.

Unilateral. This Agreement shall be considered unilateral. Therefore, the Disclosing Party shall have sole ownership of the Confidential Information, while the Receiving Party shall be prohibited from disclosing of sharing the confidential and proprietary information.

3. PURPOSE. The purpose of this Agreement is for: With their submission on this non-disclosure statement, VHSforever.us and Richard Allen Sargis agree to provide the Receiving Party, the private website address to allow them to view the 88-minute feature film, privately. It cannot be viewed with others or by others without VHSforever.us permission and without additional non-disclosure statements having been signed.

4. CONFIDENTIAL INFORMATION. For the purposes of this Agreement, the term “Confidential Information” shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, software, samples, formulas, methodologies, formulations, project developments, patent applications, know-how, specifications and other business information, relating to the Party’s business, assets, operations or contracts, furnished to the other Party and/or the other Party’s affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all work products, studies, and other material prepared by or in the possession or control of the other Party, which contain, include, refer to, or otherwise reflect or are generated from any Confidential Information. However, Confidential Information does not include:

- (a) information generally available to the public;
- (b) widely used programming practices or algorithms;
- (c) information rightfully in possession of the Parties prior to signing this Agreement; and
- (d) information independently developed without the use of any of the provided Confidential Information.

5. OBLIGATIONS. The obligations of the Parties shall be to always hold and maintain the Confidential Information in the strictest of confidence and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a “need to know” basis. If any such Confidential Information shall reach a third (3rd) party, or become public, all liability will be on the Party that is responsible. Neither Party shall, without the written approval of the other Party, publish, copy, or use the Confidential Information for their sole benefit. If requested, either Party shall be bound to return any and all materials to the Requesting Party as soon as possible.

This Section shall not apply to the Disclosing Party if this Agreement is Unilateral as marked in Section II.

6. TIME PERIOD. The bounded Party’s(ies’) duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.

7. INTEGRATION. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

8. SEVERABILITY. If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best affect the intent of the Parties.

9. ENFORCEMENT. The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.

10. GOVERNING LAW. This Agreement shall be governed under the laws in the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below representing the first public date of this Agreement being made available to the above.

Disclosing Party:

Richard Allen Sargis and VHSforever: Name: Richard Allen Sargis and VHSforever.

Date: 09-17-25

Receiving Party Agrees, as per the acceptance and understanding of the above by their willful submission to agree to this NDA by having logged onto the home page of www.VHSforever.us and by SUBMITTING their information to obtain permission to the confidential viewing of the 88-minute feature film, “VHS Forever! Hollywood” on the private website.