

As of October 23, 2018

Attention: Name Here

Re: Name Here – MGM Television Entertainment Inc.

Ladies and Gentleman:

Reference is made to our discussions regarding the television series entitled "Our Lady, Ltd." (the "Property"), and the possibility of production of future episodes of the Property. MGM Television Entertainment, Inc. (the "Company") is prepared to furnish you with information concerning the Property, subject to your agreement. Such information is being furnished to you in reliance of your undertakings made herein and as more fully described below (the "Agreement"). You recognize and acknowledge the competitive value and confidential nature of such information and the damage that would result to the Company if any such information is disclosed to any third party

As a condition to your being furnished such information, you agree to treat all information which has been furnished and any information which will be furnished, directly or indirectly, to you in this connection including all notes, discussion of future production, or other documents, whether prepared by you or others, which contain or otherwise reflect such information (herein collectively referred to as the "Material") confidentially and in accordance with the provisions of this Agreement. The term Material does not include information which: (i) at the time of disclosure to you, was generally available to the public; (ii) was already in your possession on a non-confidential basis prior to its disclosure to you in connection with the provision of materials on connection with this Agreement; (iii) becomes available to you on a non-confidential basis from a third party, provided that such third party is not known by you to be in breach of an obligation of confidentiality; or (iv) becomes generally available to the public after the time of disclosure to you other than as a result of a breach of this Agreement by you or a breach of an obligation of confidentiality to the Company by a third party of which you are aware.

You also agree not to disclose the Material to anyone other than your officers, directors, employees, agents, advisors, potential financing sources and representatives, including your legal counsel and insurance provider(s)(each a "Related Party"), who have a need to have access to the Material for any purpose other than to assist you and obtain insurance in connection with the development and potential production.

In addition to and notwithstanding anything to the contrary in this Agreement, to the extent that any Material includes any agreements that contain confidentiality

provisions with obligations to third parties and/or any information related to or derived from such agreements, you agree to abide by and adhere to those provisions.

You also agree that, without the prior written consent of the Company, you will not, and will not permit any Related Party to, disclose to any person or entity: (i) that the Material has been made available to you; (ii) any terms of the Materials; or (iii) any other facts with respect to the discussions between you and the Company related to the Property. The information covered by the immediately preceding sentence shall be considered to be "Material" for purposes hereof.

You will be responsible for any breach of terms hereunder by you, any of your affiliates, any joint venture partners of any such affiliates and any Related Party. You will safeguard the Material from disclosure to anyone other than as permitted hereby. In the event that you are requested pursuant to, or required by, applicable law or regulation (including a request for information by any self-regulatory organization) or by legal process to disclose any Material, unless prohibited by law, rule or regulation, you agree that you will provide the Company with prompt notice of such request to enable us to seek an appropriate protective order. In the event that such protective order or other remedy is not promptly obtained, you agree to furnish only that portion of the Material which, in the opinion of the Company's counsel, you are legally compelled to disclose and if permissible, to use your reasonable efforts to seek confidential treatment of the Material to be disclosed.

You hereby agree and confirm that money damages would not be a sufficient remedy for any breach of this Agreement and, therefore, in addition to all other remedies that the Company may be entitled to as a matter of law, the Company shall be entitled to specific performance and any other form of equitable relief to enforce the provisions of this Agreement related to the confidentiality and treatment of the Materials.

If any of the conditions set forth in this Agreement relative to your being furnished with the Material is not enforceable, in whole or in part, the remaining conditions set forth in this Agreement shall be enforceable notwithstanding the invalidity of any other condition. Any condition not enforceable in part shall be enforced to the extent valid and enforceable. No failure or delay by the Company 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 right, power or privilege hereunder. This Agreement is to be interpreted under the laws of the State of California, without giving effect to its conflict of laws principles or rules. Each party hereto consents to personal jurisdiction in the State of California and voluntarily submits to the jurisdiction of the courts in such State in any action or proceeding with respect to this Agreement.

Each party hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in doing so, to bind such party thereto. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the parties to this Agreement. The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile transmission or electronic mail, and facsimile or electronic mail copies of executed signature pages shall be binding as originals.

Name Here
October 23, 2018
Page 3

Please acknowledge your agreement to the foregoing by countersigning this Agreement in the place provided below and returning it to the Company.

Sincerely,

MGM ENTERTAINMENT TELEVISION INC.

By: _____

**AGREED TO AND ACCEPTED AS
OF THE DATE ABOVE:**

[Name Here]

By: _____