

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Undersigned agrees to the following Confidentiality and Non-Disclosure Agreement in connection with the Undersigned's agreement to serve as a member of the Board of Directors of the TV Writers Fund for the Future, Inc. ("FFF").

The Undersigned acknowledges that FFF would not have provided the Undersigned with access to the Confidential Information and Materials (as defined below) unless the Undersigned agreed to enter into and observe the terms of this Agreement. The Undersigned further acknowledges and agrees that the engagement of the Undersigned in the position as a member of the Board of Directors of the FFF constitutes good and sufficient consideration for the Undersigned's promises as set forth herein.

For the purpose of this Agreement, FFF's "Confidential Information and Materials" includes, but is not limited to, (i) confidential matters discussed at meetings of the Board of Directors of FFF, and (ii) the following types of information and materials and other information and materials of a similar nature: bank accounts and financial information and data related thereto. In addition, and without limitation, the Confidential Information and Materials may exist in concrete form or as intangible computer files.

The Undersigned acknowledges the importance of the Confidential Information and Materials to FFF and that FFF obtained or developed the Confidential Information and Materials through the investment of significant time, effort and expense, that the Confidential Information and Materials include information of a private nature for FFF, which should not be disclosed to unauthorized third parties, including without limitation, news reporters, FFF's employees, business and personal contacts, magazine and book publishers, or to the general public, and that such disclosure of the Confidential Information and Materials would cause FFF to suffer significant harm.

The Undersigned acknowledges and agrees that as part of the Undersigned's obligations hereunder, the Undersigned will not participate in circulating or promulgating comments or statements, whether meant to be critical, humorous and/or disparaging about FFF.

The Undersigned agrees to permit only FFF, and other individuals specifically authorized in writing by FFF, to have access to the Confidential Information and Materials. Anyone authorized in writing by FFF to have access to the Confidential Information and Materials shall first be made aware of and sign a copy of this Agreement.

The Undersigned further agrees not to remove, or permit the removal of, any or all of the Confidential Information and Materials (In whatever form or format, including without limitation, whether as copies, electronic copies, reproductions or photographs) from FFF's premises without FFF's prior written permission. Upon the departure of the Undersigned from the Undersigned's position with FFF, the Undersigned shall immediately return and/or transfer to FFF any and all Confidential Information and Materials that the Undersigned then has in the Undersigned's possession and/or control, without retaining any copies thereof.

The Undersigned agrees that all Confidential Information and Materials with which the Undersigned comes in contact in connection with the services being provided by the Undersigned, is proprietary information and that the Undersigned will hold such information in confidence and not directly or indirectly cause, permit or enable the disclosure, publication, transfer, misappropriation or disclosure to any person or entity of the Confidential Information and Materials without FFF's prior written consent. The preceding sentence includes the download and/or removal from FFF's premises of the Confidential Information and Materials.

The Undersigned agrees not to use the Confidential Information and Materials for any purpose at any time, other than for the sole purpose of performing as a member of the Board of Directors of FFF.

If the Undersigned is requested, pursuant to subpoena or other process, whether legal, administrative or otherwise, to disclose any of the Confidential Information and Materials, the Undersigned shall provide FFF with immediate notice so that FFF may seek a protective order or other remedy. If such order or other remedy is not obtained, or if FFF waives compliance with the provisions of this Agreement, such waiver shall apply to, and the Undersigned shall furnish, only that portion of the Confidential Information and Materials as is legally required.

The Undersigned understands and agrees that, because of the unique nature of the Confidential Information and

Materials, FFF may suffer immediate and irreparable damage should the Undersigned fail to comply with the obligations of this Agreement, and that monetary damages may be inadequate to compensate FFF for such breach. Accordingly, FFF will be entitled, in addition to any other remedies available to FFF at law or in equity, to injunctive relief to enforce the terms of this Agreement. The prevailing party in such proceeding shall be entitled to recover their reasonable attorneys' fees and costs.

No amendment, modification or waiver of this Agreement, or any part hereof, shall be effective unless made in writing and signed by the parties hereto.

No failure to pursue or elect any remedy or waiver with respect to any default or breach of a provision of this Agreement shall be deemed to be a waiver of any subsequent default or breach of a provision of this Agreement, or any election of remedy relating to such default or breach.

If any provision hereof shall be determined by any court of competent jurisdiction to be unenforceable or otherwise invalid as written, then the remaining terms and conditions shall nevertheless be enforceable without regard to any such provision or term that is found to be unenforceable.

Notwithstanding the confidentiality and non-disclosure provisions of this Agreement, the report by the Undersigned of a complaint pursuant to the Whistleblower Policy in Attachment A to the Bylaws of FFF shall not constitute a breach of this Agreement.

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the parties relative to the matters set forth herein. .

This Agreement shall be governed by the laws of the state of California applicable to agreements entered into within the state of California. Venue of any legal action pertaining to this Agreement shall be in the courts in Los Angeles, California.

Dated: _____

Member of Board _____

Mailing Address _____

Telephone # _____

AGREED TO AND ACCEPTED:

TV WRITERS FUND FOR THE FUTURE, INC.

By: _____ Dated: _____
An Authorized Signatory