

NON-DISCLOSURE AGREEMENT
THIS AGREEMENT AFFECTS YOUR RIGHTS.
READ CAREFULLY BEFORE SIGNING.

This Non-Disclosure Agreement ("**Agreement**") is entered into between ("**Promisor**" or "**Me**") and Charlie Sheen ("**Sheen**" or "**You**") (collectively the "**Parties**" or "**We**").

In consideration for the opportunity to spend time and associate with You, for Your agreement to forego the right to resolve disputes between Us before a jury of Your peers in a public court proceeding, and in consideration of Our mutual agreement to resolve any disputes between Us by confidential Arbitration, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, We agree as follows:

1. Confidentiality Obligations.

1.1 Definition of Confidential Information. "**Confidential Information**" means all of the following, whether intangible or embodied or depicted in tangible form, including without limitation documents, emails, "instant messages," text messages, contracts, correspondence, faxes, tapes, CD-Roms, USB flash drives, SIM cards, photographs, negatives, moving or still images, audio or video recordings, magnetic or electronic data, digital recordings, and any other format of embodying information or data:

1.1.1 Private and confidential information which is not generally known to the public or readily ascertainable by proper means by others and is subject to reasonable efforts to maintain its secrecy pertaining to: Sheen, his children, his family members, friends, and business associates, and their affiliated entities, and all of their officers, directors, agents, employees, executives, and representatives (all collectively "**Related Parties**"); and

1.1.2 The existence and substance of any verbal or written communications, interactions, meetings, encounters, contacts, financial transactions, and relationships between or among Me and You and/or any of the Related Parties, including descriptions of their content, substance or meaning, the fact that they occurred, and the identities of the participants, whether truthful or fictionalized;

1.1.3 Sheen's or any Related Parties' business matters, proprietary business information, financial matters, legal matters, contractual matters, personal matters, private residence locations, unlisted telephone numbers, private email addresses, security alarm codes, calendars, household activities and guests, health and medical information, fitness, sexual matters, leisure activities, lifestyle, proclivities, customs, and private conduct; and

1.1.4 This Agreement, its negotiation, and its terms.

1.2 Agreement Not to Disclose "Confidential Information". I will not directly or indirectly disclose "**Confidential Information**" to any person or entity whatsoever, including but not limited to friends, family members, journalists, media organizations, newspapers, magazines, tabloids, television programs, radio programs, blogs, internet social networks (e.g., FaceBook, MySpace, Twitter, etc.), internet service providers, publishers, and databases (collectively "**Third Parties**"). My agreement not to disclose Confidential Information applies to all Confidential Information, whether it is truthful, fictionalized, on the record or "off the record."

1.3 No Participation In Books or Articles. Without Your advance express written consent, I will not give or participate in any interviews, write, or be a source for, any articles, books, programs, or stories about You or the Related Parties, whether truthful, fictionalized, on the record, or "off the record." If I breach these promises, My copyright in any such unauthorized material shall be automatically and immediately transferred by Me to You as of its creation and in perpetuity, and this Agreement shall constitute a valid transfer of copyright.

1.4 Images and Recordings. Without Your advance express written consent, I will not create any photographs, movies, videos, sound or image recordings, or otherwise capture any depictions or likenesses of You, Your family, friends, associates or employees ("**Images and Recordings**"). If I breach these promises, any Images and Recordings I create shall be considered Confidential Information, and My copyright in them shall be deemed automatically and immediately transferred by Me to You as of its creation and in perpetuity, and this Agreement shall constitute a valid transfer of copyright. If You expressly direct Me to create any Images and Recordings, they will be Confidential Information in which I have no legal rights or interest whatsoever, including any copyright, trademark, "moral rights," patent, or other similar rights, and I convey, transfer and assign to You all of My right, title and interest (if any) of whatever kind or nature in all Images and Recordings as of their creation and in perpetuity, and this Agreement shall constitute a valid transfer of copyright.

1.5 No Use of Name or Likeness. I shall not, directly or indirectly, verbally or otherwise, use, refer to, or exploit in any manner, Your name and/or likeness and/or identity (collectively "**Name and Likeness**") to promote, advertise or market any services or products of any kind or nature without Your advance express written consent.

2. Permitted Disclosures, Responding to Subpoenas, Etc. I may disclose Confidential Information in confidence to My attorneys as required for the rendition of their professional services, or as is otherwise required by law. If I am compelled to disclose Confidential Information pursuant to valid legal process (e.g., a subpoena), I shall first provide You with reasonable advance written notice before making any such disclosure. I will not volunteer to disclose Confidential Information. Confidential Information shall continue to be subject to this Agreement even if it is wrongfully disclosed by Me or by Third Parties.

3. Remedies for My Breach. If I breach this Agreement or threatened to do so (e.g., conduct by Me reflecting an intention to breach the Agreement), I will be liable to You for all resulting damages, including but not limited to all of the following, all of which shall be cumulative, to be sought pursuant to this Agreement's Arbitration procedures:

3.1 Liquidated Damages. My actual or threatened breach shall cause You substantial damages and injury, the precise amount of which would be extremely difficult or impracticable to determine even after We have made a reasonable attempt to do so. I therefore agree that, in addition to Your other remedies, I will be obligated to pay You the sum of One Hundred Thousand Dollars (\$100,000) as a reasonable and fair amount of liquidated damages to compensate You for loss or damage resulting from each actual or threatened breach. We agree that this sum bears a reasonable and proximate relationship to the actual damages You will suffer from each actual or threatened breach, and that it is not a penalty. You will have the right to seek actual damages instead of liquidated damages; and

3.2 Disgorgement of Monies. My actual or threatened breach will obligate Me to account to and turn over to You all monies, consideration or other benefits I derive from My breach, without prejudice to Your other legal or equitable rights or remedies; and

3.3 Injunctive Relief. My actual or threatened breach of this Agreement will cause You irreparable injury which cannot be adequately compensated by money damages. Therefore, You shall be entitled to obtain temporary, preliminary and permanent injunctive relief to prevent My breach or further breach ("Injunctive Relief"). The balance of potential harm to Me arising from Injunctive Relief is substantially outweighed by the substantial harm to You resulting from unauthorized dissemination or exploitation of Confidential Information. I agree that despite the Arbitration provisions below, You are entitled to seek Injunctive Relief in any court of competent jurisdiction to prevent My breach of this Agreement and to secure its enforcement, and that Your seeking equitable relief from a judge or court shall not be deemed incompatible with or waiver of Our agreement to arbitrate disputes.

4. Arbitration of Disputes. We recognize the mutual benefits of voluntary alternative dispute resolution by binding confidential Arbitration and therefore agree that the exclusive manner of resolving any and all disputes, claims or controversies between Us of any kind or nature whatsoever shall be by mandatory BINDING Confidential Arbitration. Arbitration shall take place before JAMS under the JAMS Comprehensive Arbitration Rules and Procedures (including Interim Measures) ("JAMS Rules") in Los Angeles, California, and will be heard and decided by a sole, neutral arbitrator ("Arbitrator") selected either by Our mutual agreement or JAMS Rules. We have the right to conduct discovery in accordance with California Code of Civil Procedure §1283.05 et seq., and written discovery requests and discovery results shall be deemed Confidential Information. Whether a dispute is arbitrable and issues regarding enforceability of this Agreement shall be determined by the Arbitrator and not by any court. The Arbitrator may impose any and all legal and equitable remedies that would be available to any Party before any governmental dispute resolution forum or court of competent jurisdiction. If a request for immediate provisional relief is filed and no Arbitrator has been appointed, JAMS shall appoint an Arbitrator who shall determine the request as soon as possible. The Arbitrator so appointed shall be determined by JAMS in its discretion not to have any material disclosure as to any Party or counsel, and We waive the rights to formal disclosure and to disqualify the Arbitrator so appointed as otherwise permitted by California law. We understand that these waivers are intended to effectuate Our agreed process of immediate determination of a request for provisional relief. Arbitration shall not apply to any claims necessarily excluded by law. The Arbitrator shall issue a written opinion containing his/her factual and legal reasoning. The prevailing Party may seek to have the Arbitrator's award entered as a judgment in any court of competent jurisdiction. If the prevailing Party files a petition to confirm the Arbitrator's Award and/or if any Party seeks to vacate an Award, any documents containing Confidential Information filed with any court shall be filed under seal to the greatest extent permitted by law in order to maintain confidentiality of Confidential Information. BY AGREEING TO ARBITRATION, WE ARE GIVING UP ANY RIGHTS WE MAY HAVE TO A TRIAL BY JUDGE OR JURY WITH REGARD TO THE MATTERS WHICH ARE REQUIRED TO BE SUBMITTED TO MANDATORY BINDING ARBITRATION. WE UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THERE IS NO RIGHT TO AN APPEAL OR A REVIEW OF AN ARBITRATOR'S AWARD AS THERE WOULD BE OF A JUDGE OR JURY'S DECISION.

5. Miscellaneous. I acknowledge and agree that You have not made any promises or inducements to persuade Me to execute this Agreement other than the express terms it contains. This Agreement constitutes Our entire agreement pertaining to its subject matter, and there are no terms other than those it contains. No supplement, modification, waiver or termination of this Agreement shall be deemed valid unless executed by Us in writing after the date hereof. This Agreement inures to the benefit of and is binding upon Us and Our respective heirs, representatives, executors, administrators, successors, trustees in bankruptcy, and assigns. If any provision is invalid or unenforceable the remainder will continue to be valid and performed, construed and enforced to the fullest extent permitted by law, in accordance with Our intent as determined from the face of this Agreement. No breach can be waived unless in writing. Waiver of any one breach shall not be a waiver of any other breach. This Agreement shall be governed by, interpreted and enforced in accordance with California law. If any proceeding is brought to enforce or interpret this Agreement or the rights or obligations of any Party, including reliance on this Agreement as an affirmative defense, the prevailing Party shall be entitled to recover as an element of such Party's costs of suit and not as damages all reasonable attorneys' fees, costs and expenses incurred, but only to the extent permissible by law. I acknowledge that I have received a copy of this Agreement and am entering into it freely and voluntarily, and have either consulted with legal counsel before signing it or had the opportunity to do so but decided not to. This Agreement may be executed with one or more separate counterparts each of which when so executed shall together constitute and be one and the same instrument. A fax, electronic and/or scanned PDF signature or other copy of a signed counterpart shall be deemed an original and have the same force and effect as a signed original.

UNDERSTOOD, ACCEPTED AND AGREED.

Dated: _____, 20__

CHARLIE SHEEN

PROMISOR

Dated: _____, 20__

Signature

Print Name

Address: _____

Tel.: _____

Email: _____