

NON-DISCLOSURE AGREEMENT v2023.2.28

This Non-Disclosure Agreement ("AGREEMENT") is entered into on

[ \_\_\_\_\_ ] (date) between

[ \_\_\_\_\_ ] ("COMPANY") and

[ \_\_\_\_\_ ] ("ARTIST").

WHEREAS, COMPANY and ARTIST wish to enter into an agreement regarding the disclosure of certain CONFIDENTIAL INFORMATION;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COMPANY and ARTIST, intending to be legally bound, hereby agree as follows:

**Definition of CONFIDENTIAL INFORMATION.** As used in this AGREEMENT, "CONFIDENTIAL INFORMATION" means all information or data of COMPANY, disclosed directly or indirectly to ARTIST, whether in writing, orally, or in any other form, and which is treated as confidential by COMPANY. CONFIDENTIAL INFORMATION includes, but is not limited to, trade secrets, business plans, financial information, and all details of the agreement between ARTIST and COMPANY.

**Non-Disclosure.** ARTIST agrees not to disclose, use, or reproduce CONFIDENTIAL INFORMATION, or any part thereof, without the prior written consent of COMPANY. ARTIST further agrees not to divulge CONFIDENTIAL INFORMATION to any third party without the prior written consent of COMPANY.

**Exceptions.** ARTIST may disclose CONFIDENTIAL INFORMATION to ARTIST'S ADVISOR and ARTIST'S ATTORNEY, provided that these individuals agree in writing to comply with the terms of this AGREEMENT.

**Duration.** This AGREEMENT shall remain in effect for a period of 5-years.

**Termination.** This AGREEMENT may be terminated at any time, with or without cause, by written consent of both COMPANY and ARTIST.

**No Liability.** The parties agree that COMPANY shall not be liable for any damages or losses resulting from any breach of this AGREEMENT.

**Entire Agreement.** This AGREEMENT constitutes the entire understanding of the parties and supersedes all prior agreements, negotiations, and other statements concerning the subject matter of this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date first written above.

NAME, SIGNATURE, AND DATE - I understand and agree to all statements in this AGREEMENT.

ROLE	NAME	SIGNATURE	DATE
(ARTIST)			
(ADVISOR)			
(ATTORNEY)			