

## **NDA**



THIS NONDISCLOSURE AGREEMENT (this “Agreement”) effective as of the date agreement is signed (“Effective Date”), is made and entered into by and between Create Distribute Collect Studios, (“CDC”), on the one hand, and person listed herein in the signature section (“Customer”), an individual and or company located at 540 W. Lancaster Blvd Suite #101, Lancaster, CA 93534 on the other hand; with such foregoing entities also referred to hereafter individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Purpose.** The Parties wish to explore a business opportunity of mutual interest and/or to have CDC perform work for Customer. In connection with the foregoing, CDC may disclose to Customer certain confidential creative, technical, and business information that CDC requires Customer to treat as confidential.
- 2. “Confidential Information”** means any and all information CDC discloses to Customer, either directly or indirectly, in writing, orally, by inspection of tangible objects, or by observation of systems, methods, processes, designs, concepts, devices, improvements, technologies and other ideas, including without limitation, operating plans, financial information, business plans, trade secrets and know how, results and prospects, customer, employee, stockholder and supplier information or lists, marketing plans and techniques, product concepts, experimental works, works in progress, scripts, plots, characters, research efforts, technical information, data systems, drawings, storyboards, illustrations, photographs, computer programs, dramatic, graphic, literary and musical material, pictorial works and sound recordings, mechanical and electronic , production processes and any other information relating to the creative projects, technology and business of CDC. Confidential Information may also include

information disclosed by CDC to Customer which information was disclosed to CDC by third-parties. Confidential Information shall not, however, include any information which Customer can establish: (a) was publicly known and made generally available in the public domain prior to the time of disclosure to Customer by CDC; (b) becomes publicly known and made generally available after disclosure to Customer by CDC through no action or inaction of Customer; (c) is in the possession of Customer, without confidentiality restrictions, at the time of disclosure by CDC as evidenced by Customer's files and records immediately prior to the time of disclosure; or (d) is independently developed by Customer without reference to any Confidential Information as evidenced by Customer's written files and records.

**3. Non-Use and Non-Disclosure.** Customer hereby agrees not to use any Confidential Information for any purpose whatsoever except to evaluate and engage in discussions concerning a potential business relationship between the Parties or for Customer to perform work for CDC. Customer hereby agrees not to disclose any Confidential Information to third-parties or to employees of Customer, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship or to perform work for CDC. Customer shall not modify, adapt, alter, translate, reverse engineer, disassemble, create derivative works of, or decompile any prototypes, software, or other tangible objects that embody any Confidential Information. Without the prior written consent of a duly authorized representative of CDC, Customer will not issue nor authorize in any manner whatsoever, directly or indirectly, the dissemination of any publicity or news story relating to: (a) the Confidential Information; or (b) any agreement by and between the Parties. Customer shall not confirm nor deny any information of any kind in any way relating to CDC or CDC's business. If Customer is required by legal process to disclose any Confidential Information, Customer shall not be in breach of this Agreement, but shall provide CDC prompt prior written notice thereof so that CDC may seek a protective order or other appropriate remedy to prevent or limit disclosure of any Confidential Information. Customer shall reasonably

cooperate with the CDC's application for a protective order or other remedy. In any event, Customer shall disclose only that portion of the Confidential Information that Customer is legally required to disclose.

**4. Maintenance of Confidentiality.** Customer hereby agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Customer shall take at least those measures that Customer takes to protect its own most highly confidential information, but in no event less than a reasonable degree of care. Customer shall be fully responsible for any breach of the terms and conditions of this Agreement by any of its employees. Customer shall not make any copies of Confidential Information unless the same are previously approved in writing by a duly authorized representative of CDC. Customer shall reproduce CDC's proprietary rights notices on any such approved copies in the same manner in which such notices were set forth in or on the original. Customer shall immediately notify CDC in the event of any unauthorized use or disclosure of any Confidential Information.

**5. No Obligation.** Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. Notwithstanding the foregoing, if Customer is performing work for CDC, nothing in this Agreement shall grant Customer any right to terminate, suspend, or otherwise halt such performance.

**6. No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." CDC MAKES NO WARRANTIES, REPRESENTATIONS, GUARANTEES, OR OTHER PROMISES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR OTHER PERFORMANCE OF ANY CONFIDENTIAL INFORMATION.

**7. Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Customer shall be and remain the property of CDC and shall be immediately returned to CDC upon CDC's request.

**8. No License.** Nothing in this Agreement is intended to grant any rights to Customer under any patent, mask work right, copyright, or any other intellectual property or proprietary right of CDC, nor shall this Agreement grant Customer any rights in or to any Confidential Information except as expressly set forth in this Agreement. Customer shall not acquire any right under this Agreement to use, and shall not use, the name “DreamWorks” (either alone or in conjunction with or as part of any other word or name) or any of CDC’s fanciful characters or designs or any of its related, affiliated, or subsidiary companies, or the names of the three principals of CDC.

**9. Term.** This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Customer.

**10. Remedies.** Customer hereby agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the CDC, entitling CDC to obtain injunctive relief in addition to all legal remedies. Customer hereby irrevocably waives any right to seek and/or obtain rescission, equitable and/or injunctive relief related to CDC’s or its related entities’ production, distribution, license and/or exploitation of any motion picture, television program, streaming video on demand, Internet, commercial, app, stage play and/or other content; and Customer’s sole and exclusive remedy in connection therewith shall be an action for damages.

**11. Customer Information.** CDC does not wish to receive any confidential information from Customer, and CDC assumes no obligation, either express or implied, with respect to any information disclosed by Customer.

**12. Miscellaneous.** This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. The Parties hereby expressly and irrevocably consent to the exclusive personal jurisdiction and venue of Los Angeles County, California for any claim arising out of, related to, or in connection with this Agreement. Any action or proceeding arising out of, to interpret, or to enforce this

Agreement shall be determined by binding arbitration in the State of California, County of Los Angeles pursuant to the provisions of JAMS. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, warranties, guarantees, promises and other understandings of the Parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by duly authorized representatives of both Parties. Customer shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written permission of a duly authorized representative of CDC. Any attempted assignment in violation of the previous sentence shall be null and void. CDC may assign or delegate any of its rights or obligations under this Agreement, in whole or in part, without the consent of Customer. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision hereof, the Parties shall add as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible to be valid and enforceable. Each Party is an independent contractor and is not and shall not be deemed to be the legal representative or agent of the other Party for any purpose whatsoever, and neither Party is authorized by the other Party to transact business, incur obligations (either express or implied), bill goods, or otherwise act in any manner, in the name or on behalf of the other Party, or to make any promise, warranty, or representation in the name or on behalf of the other Party, except as expressly permitted in this Agreement. The article, section and subsection headings in this Agreement are only inserted for convenience and shall not affect in any way the meaning or interpretation of this Agreement. The language of this Agreement shall be construed simply and according to its fair meaning, and shall not be construed for or against any Party as a result of the source of

its draftsmanship. This Agreement may be executed by exchange of signature pages by facsimile or electronic means and/or in any number of counterparts, each of which shall be an original as against any Party whose signature appears thereon and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the Effective Date listed herein.

## **GUIDELINES**

The following sets forth Create Distribute Collect Studios ("CDC") guidelines for the booking of audio recording studios as well as the expected customer conduct when on the premises:

- 1.** Whenever possible, audio recording studio space should be reserved three (3) weeks in advance of the actual date of use.
- 2.** Prior to reserving the space, please provide the details of the booking, including: name of the artist or group for which recording is taking place; contact name with phone number and email; description of services; and other pertinent information that will assist CDC with the recording session, if any.
- 3.** By booking a session and entering the studio each customer is consenting to a search of their person and/or personal property solely at the discretion of CDC. All illegal items including but not limited to any drug paraphernalia, controlled substances, concealed weapons, etc. are strictly forbidden and the discovery of such can be grounds for the termination of a recording session and forfeiture of amounts paid for the session.
- 4.** Customers are expected to carry themselves in a professional manner (entering and exiting the studio constantly during the session is strongly discouraged). If CDC notices a customer is not conducting themselves professionally it will take the following steps:
  - a. Provide a verbal warning to the customer, if the behavior persists;

- b. Ask the customer to leave the property in a timely and calm manner, and if the customer refuses;
  - c. Contact the proper authorities to have the customer removed .
5. If a customer cannot make it to their scheduled session, the customer can request a rescheduling of the session, so long as the request is made Forty-Eight (48) hours in advance. Dates for the rescheduled will made subject to CDC's professional availability. There is a Twenty-Five Dollar (\$25.00) non-waivable rescheduling fee.
  6. If a customer wishes to cancel a scheduled session the customer must do so within Forty-Eight Hours of the scheduled session. Failure to cancel the session within this time frame will make the customer liable for the entire amount of the scheduled session.
  7. All deposits for a recording session are nonrefundable.
  8. CDC is not responsible for any customer's personal property. Customer's should control and track their property at all times.
  9. CDC is an active participant on social media. CDC will occasionally post or "tag" its customer's in its social media posts, and by signing the recording studio agreement customer consents to CDC's use of customer's image on social media.
  10. After a completed session CDC will attempt to hold all customer files on records for a maximum six (6) months or as long as enough space is available to hold said files as a professional courtesy to Customer. Customer can request the files be deleted immediately following the completion of all services.

## **AGREEMENT**

This Recording Studio Agreement (“Agreement”) sets forth the terms of the agreement between Create Distribute Collect Recording Studios (“CDC”) and Name of Artist listed herein (“Customer”), for CDC’s services in connection with audio recording on Customer’s behalf.

**1. Services and Compensation.** Customer hereby engages CDC to render services customarily rendered by companies in the entertainment industry engaged in the capacity of an audio recording

studio (the "Services"). Any Services shall be requested on a session-by-session basis and shall begin when requested by Customer and shall take place at a date and time mutually agreed upon by CDC and Customer. Services in connection with any session shall be deemed completed upon satisfactory delivery to Customer of the audio files.

a. Required Services. All Services requested by CDC hereunder shall include the following:

i. Be of technical quality and consistent with industry standards and suitable for intended use;

ii. Be completed and delivered by CDC on a timely basis following completion of the Services in connection with each Project.

b. Subject to CDC's full performance of all Services and material obligations hereunder, and CDC shall be entitled to receive payment for the Services in accordance with the rate sheet attached hereto as Exhibit "A" (the "Rate Sheet"). Subject to CDC's satisfactory completion of the Services, the applicable payment in accordance with the Rate Sheet shall be due and payable to CDC immediately in accordance with CDC's prevailing payment policy.

**2. Materials.** CDC shall provide all facilities, and personnel, labor, supervision, materials and equipment necessary to provide the Services requested by Customer under this Agreement. All overhead shall be CDC's sole responsibility. CDC and Customer represents and warrants that each has the right to enter into this Agreement.

**3. Ownership.** The results and proceeds of CDC's Services hereunder, including, without limitation, any works of authorship resulting from the Services and any works in progress (the "Results and Proceeds"), shall be works made for hire, and Customer shall be the author and sole owner throughout the universe of any and all rights therein, including, without limitation, any and all copyrights, patents, trade secrets, trademarks and/or other rights, whether now or hereafter known, existing, contemplated, recognized or developed, including the right to use the Results and Proceeds in perpetuity throughout the universe in any and all media. If, for any reason, any of the Results and Proceeds shall not be deemed a work made for hire and/or there are any Rights that do not accrue to Customer under the preceding sentence, then CDC hereby irrevocably assigns and agrees to

quitclaim any and all of CDC's Rights to Customer without any further payment to CDC. CDC shall, from time to time, as may be reasonably requested by Customer, do any and all things which Customer may deem useful or desirable to establish or document Customer's exclusive ownership of any and all Rights, including, without limitation, the execution of appropriate copyright and/or patent applications or assignments. To the extent CDC has any rights in the Results and Proceeds that cannot be assigned in the manner described above, CDC unconditionally and irrevocably waives the enforcement of such rights. This Paragraph is subject to and shall not be deemed to limit, restrict, or constitute a waiver by CDC of any rights to which Customer may be entitled by operation of law.

**4. Representations and Warranties.** Customer represents and warrants that: (a) the Customer has the right to enter into this agreement and to fully perform its terms, and (b) the Customer's materials does not violate any copyright or other right of any third party.

**5. Indemnification.** Customer shall indemnify CDC, its affiliate entities, assigns and licensees harmless from and against any and all claims, demands, suits, judgments, losses, liabilities, damages, or expenses of any nature whatsoever (including reasonable attorneys' fees) arising out of or occurring in connection with any (i) willful misconduct or negligent act, error or omission of the Customer, its officers, directors, agents, contractors, or employees; or (ii) breach of any of Customer's obligations, representations, warranties or covenants as set forth in this Agreement. The provisions of this Paragraph 5 shall survive the expiration or earlier termination of this Agreement.

**6. Confidential Information.** CDC shall have the sole and exclusive right to issue publicity and/or to respond to media requests for information concerning Customer hereunder. Customer shall not use, disclose or make available, to any person, corporation, entity or the media, any of CDC's (or any affiliate, subsidiary, or assignee thereof) confidential or proprietary information or any information concerning business information, without CDC's prior written approval in each instance. Neither Customer nor its employees or representative(s), if any, shall directly or indirectly issue or permit the issuance of any

publicity or disclose any information concerning this Agreement or any of CDC's business or production methods, without CDC's prior written consent in each such instance. Customer accepts CDC's social media policy, which allows CDC to "tag" or post pictures of Customer during Customer's recording session.

**7. Assignment.** CDC may assign, transfer, license, delegate and/or grant all or any part of its rights, privileges and properties hereunder to any person or entity. In the event of an assignment by CDC, CDC shall be relieved from all further obligations to Customer accruing from and after the date of transfer. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Customer acknowledges that the Services are of a special, unique and unusual character, and Customer shall not assign, transfer, license, delegate or grant all or any part of Customer's rights or obligations hereunder to any other person or entity.

**8. Dispute Resolution.** Any controversy or claim by Customer against CDC or any of its parent companies, subsidiaries, affiliates (and/or officers, directors, employees, representatives or agents of CDC and such parent companies, subsidiaries and/or affiliates), including any controversy or claim arising from, out of or relating to this Agreement, the breach thereof, which would give rise to a claim under federal, state or local law (including, but not limited to, claims based in tort or contract, claims for discrimination under state or federal law, and/or claims for violation of any federal, state or local law, statute or regulation), or any claim against Customer by CDC (individually and/or collectively, "Claim[s]") shall be determined by final and binding arbitration in Los Angeles, California, in accordance with the JAMS Comprehensive Arbitration Rules and Procedures (collectively, "Rules") by a neutral arbitrator experienced in commercial contract and/or entertainment law, licensed to practice law in California, in accordance with the Rules, except as herein specified. In no event shall the demand for arbitration be made after the date when the institution of legal and/or equitable proceedings based upon such Claim would be barred by the applicable statute of limitations. Each party to the arbitration will be entitled to be represented by counsel

and will have the opportunity to take a deposition in Los Angeles of any opposing party or witnesses selected by such party and/or request production of documents by the opposing party before the arbitration hearing. By mutual agreement of the parties, additional depositions may be taken. In addition, upon a party's showing of need for additional discovery, the arbitrator shall have discretion to order such additional discovery. Customer acknowledges and agrees that Customer is familiar with and fully understands the need for preserving the confidentiality of CDC's agreements with third parties and compensation for creative talent in connection with CDC Projects. Accordingly, Customer hereby agrees that to the extent the arbitrator determines that documents, correspondence or other writings (or portions thereof) whether internal or from any third party, relating in any way to CDC's agreements with third parties and/or compensation of creative talent are necessary to the determination of any Claim, Customer and/or Customer's representatives may discover and examine such documents, correspondence or other writings only after execution of an appropriate confidentiality agreement. Each party shall have the right to subpoena witnesses and documents for the arbitration hearing. A court reporter shall record all arbitration proceedings. With respect to any Claim brought to arbitration hereunder, either party may be entitled to recover whatever damages would otherwise be available to that party in any legal proceeding based upon the federal and/or state law applicable to the matter. The arbitrator shall issue a written decision setting forth the award and the findings and/or conclusions upon which such award is based. The decision of the arbitrator may be entered and enforced in any court of competent jurisdiction by either CDC or Customer. Notwithstanding the foregoing, the result of any such arbitration shall be binding but shall not be made public (including by filing a petition to confirm the arbitration award), unless necessary to confirm such arbitration award after non-payment of the award for a period of at least fifteen (15) days after notice to CDC of the arbitrator's decision. Each party shall pay the fees of their respective attorneys (except as otherwise awarded by the arbitrator), the expenses of their witnesses, and all other expenses connected with presenting their Claims or defense(s).

Other costs of arbitration shall be shared equally between CDC and Customer. Except as set forth below, should Customer or CDC pursue any Claim covered by this Paragraph 9 by any method other than said arbitration, the responding party shall be entitled to recover from the other party all damages, costs, expenses, and reasonable outside attorneys' fees incurred as a result of such action. The provisions of this Paragraph 9 shall survive the expiration or earlier termination of this Agreement. Notwithstanding anything set forth above, Customer agrees that any breach or threatened breach of this Agreement may result in irreparable injury to CDC, and therefore, in addition to the procedures set forth above, CDC shall be entitled to file suit in a court of competent jurisdiction to seek a Temporary Restraining Order and/or preliminary or permanent injunction or other equitable relief to prevent a breach or contemplated breach of this Agreement.

**9. Choice of Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California governing contracts to be wholly performed in California. Subject to the provisions of Paragraph 9 above, CDC may and Customer shall file any court proceeding in connection with this Agreement in an appropriate federal or state court located in the county of Los Angeles, California, and Customer's sole and exclusive remedy for CDC's breach, termination, or cancellation of this Agreement or any term hereof in connection with such litigation shall be an action at law for damages and Customer irrevocably waives any right to seek and/or obtain an injunction, rescission or any other form of equitable relief.

**10. Miscellaneous Provisions.**

a. **Entire Understanding.** This Agreement, including the Rate Sheet, contains the entire understanding between the parties and replaces all former agreements and representations with respect to the subject matter hereof and thereof. No modification, alternation or amendment of this Agreement or the Rate Sheet shall be valid or binding unless in writing and signed by the party to be charged with such modification, alternation nor amendment.

b. **Severability.** Any portion or provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that

jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining portions or provisions hereof in such jurisdiction or, to the extent permitted by law, rendering that or any other portion or provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

c. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors, licensees, assignees and transferees of the parties hereto whether by license, sale, merge, reverse merger, consolidation, sale of stock of assets, operation of law or otherwise. No assignment or other transfer will relive either party of its obligations and liabilities under this Agreement. Customer shall not be entitled to assign or delegate nay of its obligations hereunder without CDC's written approval, which approval shall not be unreasonably withheld. CDC shall be entitled to assign this Agreement without Customer's consent.

d. Headings. The article, section and paragraph headings included in this Agreement are for the convenience of the parties only and shall not affect the construction nor interpretation of this Agreement.

e. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original as against any party who signed it and all of which shall constitute one and the same document. A signed copy of the Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

f. Further Assurance. Each party agrees to promptly execute and deliver such documents and instruments and to promptly do such other acts as are reasonably requested by the other party and are, in the reasonable judgment of the other party, necessary or appropriate to effectuate the purposes of this Agreement, including without limitation, executing and delivering documents and/or instruments which may be recorded or filed and cooperating in effecting such recordation or filing.

g. Exhibits. The Rate Sheet is incorporated herein and made a part of this Agreement as if set forth in full herein.