MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between:

2nd Chronicles 7v 14 Holdings LLC, a Texas corporation, having its principal place of business at P.O. Box 2212, Houston, Texas 77252 (hereinafter referred to as the "Company") and _____ [**Artist, Producer, Client]**, an individual residing at _____[address] (hereinafter referred to as the "Artist, Producer, Client"). Company and Artist, Producer, Client may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties wish to explore a potential business relationship involving musical recordings, performances, promotional activities, and other music-related endeavors (the "Purpose");

WHEREAS, in connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information relating to its business, operations, intellectual property, creative works, and other matters; and

WHEREAS the Parties wish to ensure that such confidential information remain protected from unauthorized disclosure or use;

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

1. CONFIDENTIAL INFORMATION

1. 1.1 **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means any and all non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally, in writing, electronically, or by any other means, that is designated

as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to:

1. Business information, including business plans, strategies, financial data, revenue figures, projections, marketing plans, customer lists, and business opportunities;
2. Technical information, including research, development, procedures, algorithms, data, designs, and know-how;
3. Musical works, including compositions, lyrics, arrangements, recordings (whether released or unreleased), demos, and works-in-progress;
4. Creative concepts, including album themes, tour concepts, merchandise designs, and promotional strategies;
5. Personal information, including biographical details, personal contacts, and scheduling information;
6. Contract terms, including royalty rates, advances, and other financial arrangements;
7. Production techniques, including recording methods, mixing techniques, and mastering processes;
8. The existence and nature of any business discussions, negotiations, or agreements between the Parties; and
9. Any other information that would reasonably be considered non-public, proprietary, or confidential.
10. 1.2 **Exclusions from Confidential Information.** Notwithstanding the foregoing, Confidential Information shall not include any information that:

1. Was generally available to the public at the time of receipt from the Disclosing Party, or becomes generally available to the public after receipt through no act or omission of the Receiving Party;
2. Was known to the Receiving Party on a non-confidential basis prior to its receipt from the Disclosing Party, as evidenced by the Receiving Party's written records;
3. Was disclosed to the Receiving Party by a third party who had a lawful right to disclose such information without any obligation of confidentiality;
4. Was independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information, as evidenced by the Receiving Party's written records; or
5. Was approved for release by prior written authorization of the Disclosing Party.

2. PURPOSE OF AGREEMENT

1. 2.1 The Parties shall use the Confidential Information solely for the purpose of evaluating and pursuing the potential business relationship between them, which may include, but is not limited to, the creation, production, distribution, and promotion of musical works and related activities (the "Purpose").
2. 2.2 This Agreement does not obligate either Party to enter into any further agreement or business relationship, nor does it create any agency, partnership, joint venture, or other business relationship between the Parties.

3. PERIOD OF PROTECTION

1. 3.1 The confidentiality obligations set forth in this Agreement shall commence on the Effective Date and shall continue for a period of [three (3) years] thereafter,

regardless of whether the Parties enter into any business relationship or whether such relationship is terminated prior to the expiration of this Agreement.

2. 3.2 Notwithstanding the foregoing, the confidentiality obligations with respect to any Confidential Information that constitutes a trade secret under applicable law shall continue for as long as such information remains a trade secret.

4. STANDARD OF CARE

1. 4.1 Each Party shall protect the confidentiality of the other Party's Confidential Information with at least the same degree of care as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
2. 4.2 Each Party shall limit access to the other Party's Confidential Information to those of its employees, agents, representatives, and advisors who have a need to know such information for purposes of evaluating or pursuing the potential business relationship between the Parties, and who are bound by confidentiality obligations at least as restrictive as those contained herein.
3. 4.3 Each Party shall be responsible for any breach of this Agreement by any of its employees, agents, representatives, or advisors.

5. RESTRICTIONS ON USE

1. 5.1 The Receiving Party shall not disclose, publish, or disseminate the Disclosing Party's Confidential Information to any third party without the prior written consent of the Disclosing Party.
2. 5.2 The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than the Purpose.
3. 5.3 The Receiving Party shall not use the Disclosing Party's Confidential Information to compete with the Disclosing Party or to gain any competitive advantage over the Disclosing Party.
4. 5.4 The Receiving Party shall not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Disclosing Party's Confidential Information.
5. 5.5 The Receiving Party shall not make any copies or reproductions of the Disclosing Party's Confidential Information except as necessary for the Purpose. Any such copies or reproductions shall be considered Confidential Information and shall be clearly marked as confidential.
6. 5.6 **Music Industry-Specific Restrictions.** Without limiting the generality of the foregoing:

1. Artist, Producer, Client shall not disclose any of Company's Confidential Information relating to marketing strategies, release schedules, financial arrangements with other artists, or proprietary production techniques.
2. Company shall not disclose any of Artist's Confidential Information relating to unreleased musical works, creative concepts, personal matters, or financial arrangements with other music companies or industry participants.
3. Neither Party shall sample, reproduce, perform, or otherwise use the other Party's musical works or recordings that constitute Confidential Information without the prior written consent of the other Party.

6. INFORMATION NOT SUBJECT TO CONFIDENTIALITY

Notwithstanding anything to the contrary herein, neither Party shall have liability to the other with respect to the disclosure or use of any Confidential Information that:

1. Was generally available to the public at the time of receipt from the Disclosing Party, or becomes generally available to the public after receipt through no act or omission of the Receiving Party;
2. Was known to the Receiving Party on a non-confidential basis prior to its receipt from the Disclosing Party, as evidenced by the Receiving Party's written records;
3. Was disclosed with the prior written consent of the Disclosing Party;
4. Becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and without breach of any obligation of confidentiality by such source;
5. Was required to be disclosed pursuant to law, regulation, court order, or other legal process, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure and assists the Disclosing Party in seeking a protective order or other appropriate remedy; or
6. Was developed independently by personnel of the Receiving Party who had no substantive knowledge of or access to the Confidential Information, as evidenced by the Receiving Party's written records.

7. REQUIRED DISCLOSURES

1. 7.1 If the Receiving Party is required by law, regulation, court order, or other legal process to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall:

1. Promptly notify the Disclosing Party in writing of such requirement prior to disclosure, if legally permissible;
2. Cooperate with the Disclosing Party, at the Disclosing Party's expense, in seeking a protective order or other appropriate remedy;
3. Disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose; and
4. Use reasonable efforts to ensure that any Confidential Information so disclosed is treated confidentially by the recipient.

8. NO LICENSE

1. 8.1 All Confidential Information remains the property of the Disclosing Party. The Disclosing Party reserves all rights, title, and interest in and to its Confidential Information, including all intellectual property rights.
2. 8.2 No license or other rights to the Disclosing Party's Confidential Information are granted to the Receiving Party, by implication, estoppel, or otherwise, except for the limited right to use such Confidential Information for the Purpose as expressly provided in this Agreement.
3. 8.3 Neither Party shall use the other Party's name, logo, or trademarks in any advertising, publicity, or promotion, or otherwise make any public announcement

relating to this Agreement or the discussions between the Parties, without the prior written consent of the other Party.

9. RETURN OF MATERIALS

1. 9.1 Upon the earlier of (i) the completion or termination of the discussions between the Parties regarding the Purpose, (ii) the written request of the Disclosing Party, or (iii) the termination of this Agreement, the Receiving Party shall:

1. Promptly return to the Disclosing Party or destroy all tangible materials containing or embodying the Disclosing Party's Confidential Information, including all copies, notes, summaries, reports, drawings, documents, and other manifestations of the Confidential Information;
2. Permanently delete all electronic copies of the Disclosing Party's Confidential Information from all computer systems, storage media, and other electronic devices; and
3. Certify in writing to the Disclosing Party that it has complied with the requirements of this Section.
4. 9.2 Notwithstanding the foregoing, the Receiving Party may retain one copy of the Disclosing Party's Confidential Information in the secure files of its legal counsel solely for the purpose of establishing compliance with the terms of this Agreement, provided that such copy remains subject to the confidentiality obligations set forth herein.

10. EQUITABLE RELIEF

1. 10.1 Each Party acknowledges that a breach of this Agreement may cause the other Party irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in the event of a breach or threatened breach of this Agreement, the non-breaching Party shall be entitled to seek injunctive relief and other equitable remedies, in addition to any other remedies available at law or in equity, without the necessity of posting a bond or other security.
2. 10.2 Each Party agrees that it shall not oppose any application for injunctive relief on the grounds that the non-breaching Party has an adequate remedy at law or that damages are readily calculable.

11. INDEMNIFICATION

1. 11.1 Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party and its directors, officers, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, actions, suits, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Indemnifying Party's breach of this Agreement.
2. 11.2 The Indemnified Parties shall promptly notify the Indemnifying Party in writing of any claim for which indemnification is sought, provided that the failure to provide such notice shall not relieve the Indemnifying Party of its indemnification obligations except to the extent that the Indemnifying Party is materially prejudiced by such failure.

12. TERM AND TERMINATION

1. 12.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of [three (3) years] thereafter, unless earlier terminated as provided herein.
2. 12.2 Either Party may terminate this Agreement upon [thirty (30) days] prior written notice to the other Party, provided that the confidentiality obligations set forth in this Agreement shall survive any such termination in accordance with Section 3.
3. 12.3 The provisions of Sections 1, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, and 20 shall survive the expiration or termination of this Agreement.

13. NO WARRANTY

1. 13.1 ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING ITS ACCURACY, COMPLETENESS, PERFORMANCE, OR NON-INFRINGEMENT.
2. 13.2 Neither Party makes any representation or warranty as to the accuracy or completeness of its Confidential Information, and neither Party shall have any liability to the other resulting from the use of such Confidential Information.
3. 13.3 Nothing in this Agreement obligates either Party to disclose any particular information to the other Party or to enter into any further agreement or business relationship with the other Party.

14. NO OBLIGATION OR PARTNERSHIP

1. 14.1 This Agreement does not create any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties.
2. 14.2 Neither Party has any obligation under this Agreement to (i) disclose any particular information to the other Party, (ii) enter into any further agreement or business relationship with the other Party, (iii) refrain from entering into an agreement or business relationship with any third party, or (iv) refrain from developing or acquiring technology, services, or products that may compete with those contemplated by the other Party.

15. GOVERNING LAW

1. 15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule.
2. 15.2 Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in the City of Houston, and County of Harris, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

16. EXPORT REGULATIONS

1. 16.1 Each Party shall comply with all applicable export control laws and regulations with respect to the Confidential Information received from the other Party.
2. 16.2 Neither Party shall export, directly or indirectly, any technical data acquired from the other Party pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

17. SEVERABILITY

1. 17.1 If any provision of this Agreement is held invalid, illegal, or unenforceable under any applicable law, such provision shall be deemed modified to the extent necessary to make it valid, legal, and enforceable while preserving its intent, or if no such modification is possible, such provision shall be severed from this Agreement.
2. 17.2 The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

18. AMENDMENT AND WAIVER

1. 18.1 No amendment to this Agreement shall be effective unless it is in writing and signed by both Parties.
2. 18.2 No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.
3. 18.3 No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. ENTIRE AGREEMENT

1. 19.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
2. 19.2 In the event of any conflict between the terms of this Agreement and the terms of any other agreement between the Parties, the terms of this Agreement shall govern with respect to the subject matter hereof.

20. COUNTERPARTS

1. 20.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.
2. 20.2 A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above.

MUSIC COMPANY:

2nd Chronicles 7v14 Holdings LLC

By: _____

Name: _____

Title: _____ Date:

_____

Artist Producer Client:

Name: _____

By: _____

Date: _____