

METATRON-THE-ROCK-MUSICAL-NON-DISCLOSURE-AGREEMENT

This Agreement is entered into this ____ day of _____, 2013 by and between:

(hereinafter "Recipient"),
residing or doing business at _____, and
SOUND SCRIPT STUDIOS, doing business at Newburgh, New York, 12550 (hereinafter
"Discloser").

WHEREAS, Discloser possess certain ideas, concept, and information related to a complete rock musical production currently bearing the name ***Metatron-and-the-Archangels-of-the-Throne***, a musical performance intended as a Rock Opera/Rock Musical including, but not limited to the storyline, book, lyric, musical score, song titles, characters, stage sets, props, prologue/epilogue, libretto, and basic plot therein, that is "confidential and proprietary" to the Discloser (hereinafter "Confidential Information") and,

WHEREAS the "Recipient" is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of contributing, or collaborating on song lyrics, musical arrangement, production, or financial investment, NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree to the terms:

1. **Disclosure.** The Discloser agrees to provide disclosure and the Receiver agrees to receive the Confidential Information.

2. **Confidentiality.**

2.1 **No Use.** The Recipient agrees not to use the Confidential Information in any way or manner of performance or recording thereof including any aspect or attribute embodying the Confidential Information, except for the purpose authorized in writing by the Discloser.

2.2 **No Disclosure.** The Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Recipient's employees or designated representatives identified by Recipient to Discloser that have a need for disclosure in connection with Recipient's authorized use of Confidential Information.

2.3 **Protection of Secrecy.** The Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the Public Domain or into the possession of unauthorized persons.

3. **Limits of Confidential Information.** Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- a. *Was known to the Recipient prior to receiving any of the Confidential Information from the Discloser;*

- b. *Has become publicly known through no wrongful act of the Recipient;*
- c. *Was received by the Recipient without breach of this agreement from a third party without restriction as to the use and disclosure of the information;*
- d. *Was independently developed by the Recipient without the use of the Confidential Information; or*
- e. *Was ordered to be publicly released by the requirement of a government agency.*

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of the Discloser and the Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying to the Recipient any transfer of rights, any patents, copyrights, or any other intellectual property pertaining to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to the Recipient for a period of five years.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) the Discloser, its successors and assignees; and (b) the Recipient, its successors and assignees.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written on page 1 of this Agreement.

DISCLOSER:

SOUND SCRIPT STUDIOS

Signed: x _____

Print Name: _____

Date: _____

RECIPIENT:

Signed: x _____

Print Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, who is personally known to me or has presented _____ as proof of identification.

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, who is personally known to me or has presented _____ as proof of identification.

[Print Name]
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____

[Print Name]
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____

[SEAL]

[SEAL]