

## MUTUAL NON-DISCLOSURE AGREEMENT

WHEREAS the parties, as defined hereinafter, desire to engage in discussions regarding the business and financial affairs of Songs for Sound, Inc.;

THIS AGREEMENT (“Agreement”) is made between Songs for Sound, Inc., as well as each of its parents, subsidiaries, divisions, agents, employees, designees, affiliates or consultants associated with the same on the one hand, and \_\_\_\_\_, as well as its agents, employees, affiliates or consultants associated with the same on the other hand. This Agreement shall be effective as of the latest date set forth on the signature page below related to the first signatories of each party (“Effective Date”).

In consideration of the mutual promises and covenants contained in this Agreement, the mutual disclosure of confidential information to each other, the parties hereto agree as follows:

### 1. **Confidential Information**

a) “Confidential Information” means the information, including all information regarding the business and financial affairs of Songs for Sound, Inc., that the one party (the “Disclosing Party”) discloses to the other party (the “Receiving Party”) and designates as being “confidential” or which, under the circumstances surrounding disclosure, the Receiving Party would reasonably believe to be a confidential disclosure including, without limitation, all information or data, whether written or oral, regarding financial data, financial models, trade secrets, employee agreements, costs, profits, markets, sales, services, client and prospective client lists, funding sources, key personnel, pricing or licensing policies, operational methods, know-how, software, scientific and technical processes and models, other business affairs and methods, plans for future developments, and other information not readily available to the public relating to the Disclosing Party, its clients or its affiliates or to any aspect of the Disclosing Party’s, its clients or any affiliate of the Disclosing Party’s or its client’s business

b) Confidential Information shall not include any information that: (i) is or subsequently becomes generally publicly available by no breach of this agreement; (ii) became rightfully known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party, as evidenced by Receiving Party’s written records existing prior to the date of disclosure by Disclosing Party; or (iii) is independently developed by Receiving Party without use or access to the Confidential Information of the Disclosing Party (iv) is or has been lawfully disclosed to Receiving Party by a third party who is free to lawfully disclose the same.

### 2. **Restrictions**

a) Receiving Party shall not disclose any Confidential Information to third parties, except to Receiving Party’s professional advisors, parent, affiliates, agents, employees or consultants (collectively, “Receiving Agents”) as provided below and provided that such persons are bound by confidentiality obligations to Receiving Party. However, Receiving Party may disclose Confidential Information in accordance as required by applicable law or legal process, provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and an opportunity to contest such disclosure, and Receiving Party shall comply with any applicable law or legal processing including but not limited protective orders, subpoenas or equivalent imposed as a condition of such disclosure.

b) Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information only to Receiving Party's Receiving Agents on a need-to-know basis and provided that such persons have executed this Agreement or have confidentiality obligations to Receiving Party at least as restrictive as those set forth herein and sufficient to enable it to comply with all the provisions of this Agreement.

c) Receiving Party agrees to use the Confidential Information for the sole purpose of internal review in connection with Receiving Party's business relationship with Disclosing Party. Confidential Information may not be otherwise used, disclosed, reproduced, summarized or distributed directly or indirectly. Receiving Party agrees to segregate all Confidential Information from the confidential information and materials of Receiving Party and others in order to prevent commingling.

### 3. **Rights and Remedies**

a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing party regain possession of the Confidential Information and prevent its further unauthorized use.

b) Receiving Party shall promptly return all originals, copies, reproductions and summaries of Confidential Information at Disclosing Party's request, or at Disclosing Party's option, certify in writing the destruction of same, and will acknowledge and certify that such Confidential Information shall be removed and deleted in its entirety from any computer systems, or data recovery back-up systems of the Receiving Party.

c) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

d) The parties acknowledge that the provisions of this Agreement are essential to the continued goodwill and profitability of each party's company. Should any court determine that any provision(s) of this Agreement be unenforceable in respect to scope, duration, or geographic area, such court may substitute, to the extent enforceable, provisions similar hereto or other provisions so as to provide the fullest extent permitted by applicable law, the benefits intended by this Agreement.

### 4. **Miscellaneous**

a) This Agreement shall be effective as of the Effective Date and continues for a period of three (3) years from the Effective Date, unless earlier terminated as provided in this Agreement.

b) All Confidential Information is and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party patents, copyrights, trademarks, trade secret information, or other intellectual property and does not infer any contractual rights of any sort related to the business

relationship the Parties may be contemplating or enter into.

c) All Confidential Information provided by Disclosing Party under this Agreement is provided “as is” without warranty of any kind and the Receiving Party agrees that it is responsible for its own due diligence related to same.

d) The terms of confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire products without use of the other party’s Confidential Information.

e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by the parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on part of Disclosing Party, its agents or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

f) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees. This Agreement shall be construed and controlled by the laws of the state of Tennessee and both parties further consent to jurisdiction by the state and federal courts sitting in Davidson County, Tennessee.

g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

h) All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

i) This Agreement may be executed in one or more counterparts and sent by facsimile or email transmission (pdf document), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties below have executed this Agreement:

On Behalf of Songs for Sound, Inc.  By: _____ Name: Jaime Vernon Title: Executive Director and Founder Dated: _____	_____  By: _____ Name: _____ Title: _____ Dated: _____
---	---

NASHVILLE 68681-1 632882v1