

## MUTUAL NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date"), by and between InnoVision Talent Agency LLC, a California Limited Liability Company, ("Agency") and \_\_\_\_\_ ("Talent") (collectively, the "Parties," and each a "Party").

WHEREAS, Talent is seeking voice and acting opportunities for various productions, in all media including, but not limited to, film, broadcast, streaming, television, radio, non-broadcast, video games, voice assistance, live events, and all other digital media (including internet and social media) (collectively "Productions").

WHEREAS, Agency represents and provides Talent with business opportunities and auditions, in the pursuit of paid work in voice and/or acting.

WHEREAS, the Parties acknowledged that it is necessary for both Agency and Talent possess certain confidential information which the Parties desire to disclose for the purpose of exploring voice and acting opportunities for the benefit of Talent .

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

1. DEFINITION OF CONFIDENTIAL INFORMATION. As used in this Agreement, Confidential Information, is defined as any and all non-public, confidential, privileged, and/or proprietary information owned by the Disclosing Party, including, without limitation, (a) concepts and elements of Productions, including, but not limited to scripts, boards, casting specifications, reference materials, drawings, sketches, models, visual and audio references, (b) inventions, trade secrets, copyrights, trademarks, patents, and other intellectual property, (c) audio or visual expressions or representations, materials used, strategies, ideas, concepts, designs, design elements, artwork or illustrations, renderings, (d) names, slogans, logos, and other brand indicia, (e) physical and electronic correspondence, vendor information, strategic partnerships, (f) Recipient's work for the Disclosing Parties and/or the terms of such discussions

2. EXCEPTIONS TO DEFINITION OF CONFIDENTIAL INFORMATION. Notwithstanding any other provision of this Agreement, each Party acknowledges that Confidential Information shall not include any information that the Recipient can demonstrate (a) was publicly available at the time of disclosure, or later became publicly available through no act or omission of the Recipient; (b) was already in Recipient's possession at the time of disclosure; (c) was rightfully received by the Recipient from a third party without any obligation of confidentiality; or (d) was independently developed by or for the Recipient without use of Discloser's Confidential Information.

3. USE OF CONFIDENTIAL INFORMATION. The Recipient shall use Discloser's Confidential Information only for a) the purpose of internal evaluation, b) engaging with prospective

Productions or other Productions conduits, and shall make no use of Discloser's Confidential Information, in whole or in part, for any other purposes. The Recipient further agrees to keep confidential all of Discloser's Confidential Information and to take all reasonable steps to preserve the confidential and proprietary nature of such Confidential Information.

4. REQUIRED DISCLOSURE. If the Recipient is requested or required by subpoena or other court order to disclose any of Discloser's Confidential Information, the Recipient shall provide immediate notice of such request to the Discloser and shall use reasonable efforts to resist disclosure, until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this Agreement is granted. If, in the absence of a protective order or the receipt of a waiver under this Agreement, the Recipient is nonetheless, in the written opinion of its counsel, legally required to disclose Discloser's Confidential Information, then, in such event, the Recipient may disclose such information without liability under this Agreement, provided that the Discloser has been given a reasonable opportunity to review the text of such disclosure before it is made and that the disclosure is limited to only the Confidential Information specifically required to be disclosed.

5. RETURN OF CONFIDENTIAL INFORMATION. The Discloser may elect at any time to terminate further access to its Confidential Information. On written request, the Recipient shall return to the Discloser all Confidential Information in any form and promptly destroy any and all material or information derived from the Confidential Information, including any copies, except that one copy of the same may be retained for archival and evidence purposes only.

6. TERM. This Agreement and the obligations of confidentiality and nondisclosure contained in it shall remain in full force and effect for two (2) years after the Effective Date, or such longer time as the Parties may agree in writing.

7. REMEDIES FOR BREACH OF AGREEMENT. The Confidential Information protected by this Agreement is of a special character, such that money damages would not be sufficient to avoid or compensate for any unauthorized use or disclosure of the Confidential Information. The Parties agree that injunctive and other equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure. The remedies stated above may be pursued in addition to any other remedies available at law or in equity, and the Recipient agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. In the event of litigation to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs, including its reasonable attorney fees and costs, incurred in connection with the litigation.

8. NO OTHER AGREEMENT. This Agreement is not and shall not be construed as any form of a letter of intent or agreement to enter into any type of transaction. This Agreement is to evidence the Parties' agreement to maintain the confidentiality of the Confidential Information, and shall not constitute any commitment or obligation on the part of either Party to enter into any specific contractual arrangement of any nature whatsoever.

9. NO REPRESENTATIONS. The Discloser does not make any representations or warranties as to the accuracy, completeness, or fitness for a particular purpose of any information disclosed to the Recipient under this Agreement. Neither the Discloser nor its representatives shall have any liability or responsibility to the Recipient (except as provided in this Agreement) or to any other person or entity resulting from the use of any information so furnished or otherwise provided.

10. GOVERNING LAW. California law shall govern the interpretation of this Agreement, without reference to rules regarding conflicts of law. Any dispute arising out of this Agreement shall be submitted to a state or federal court sitting in the County of San Diego, State of California, which shall have the exclusive jurisdiction regarding the dispute and to whose jurisdiction the Parties irrevocably submit.

11. NO WAIVER. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

12. SEVERABILITY. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this Agreement shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

13. ENTIRE AGREEMENT. This Agreement constitutes the Parties' entire Agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral. This Agreement may not be amended except by a writing signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

InnoVision Talent Agency, LLC

Talent

Signature: *Matt Lopman*

Signature: \_\_\_\_\_

Name: Matt Lopman

Name: \_\_\_\_\_