**NON-DISCLOSURE AGREEMENT**

HRW Music Group, LLC, hereinafter referred to as “Company”, and of

 (address), hereinafter referred to as “Recipient”, agree to the following:

The parties intend to engage in substantive negotiations and discussions regarding certain new and useful business opportunities, trade secrets, economic studies, inventions and scientific information. And, the parties intend to engage in substantive negotiations and discussions regarding the exploitation of technology related to items for which patents, copyrights, and/or trademarks may be pending. The rights related to such information, generally regarding **a technology application**, shall be as follows:

Company claims sole rights to the information, and Company is willing to disclose the same, in consideration of the following covenants and agreements made by Recipient: Recipient shall hold in confidence all of such information, and shall not directly or indirectly disclose to others such information. Recipient shall protect such information from disclosure by reasonable means, including but not limited to at least the same level of security that the Recipient uses for its most crucial proprietary and trade secret information. Additionally, Recipient agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is pursuant to an agreement with Company. Further, any improvements made as a result of the disclosure by Recipient shall be disclosed to Company, and, Company further agrees to assign such improvements to Company, and to execute any and all further documents as may be requested by Company to perfect the rights of Company to such information.

The obligation of confidentiality shall not apply to any information which was already known to Recipient at the time of disclosure; was already published at the time of disclosure, or, that was disclosed by a third party prior to the disclosure by Company, provided that the third party had authority to make such disclosure. Recipient shall notify Company, in writing, at least ten (10) business days prior to disclosure, if Recipient wishes to disclose information which Recipient claims falls under the provisions of this paragraph related to earlier knowledge, publication, or prior disclosure. The obligations of confidentiality will cease at such time when, Company generally knows the information through no fault of Recipient, or upon voluntary disclosure of such information to the public.

Upon request, Recipient shall return all tangible documents or documents disclosed by Company which are subject to this Agreement. Recipient, upon such return, shall destroy and all copies of the same and will, upon request of the Company, execute an affidavit of compliance in a form acceptable to the Company verifying the destruction and full compliance with this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any action brought to enforce or construe this Agreement is to be brought in a federal or state court, whichever has the appropriate jurisdiction, residing in the City of Atlanta, Fulton County, Georgia.

Signed this day of , 20 .

**ACCEPTED AND AGREED BY COMPANY:**

**RECIPIENT:** **HRW MUSIC GROUP, LLC**

 BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient Rob Roe, CEO