

# NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made the                      day of                      200

## **BETWEEN:**

1. [insert name and address] ("**Owner**"); and
2. [enter name of recipient] of [enter address] ("**Recipient**").

## **WHEREAS :**

1. Owner has developed a concept for offsetting investment risk relating to the release of recordings in the music production industry.
2. Recipient is active in the music industry and wishes to evaluate Owner's idea to see if it would like to adopt the idea for its own business.
3. In this context, Recipient wishes to evaluate certain Confidential Information (as defined below) belonging to Owner and Owner is willing to disclose and discuss the same to Recipient but only on the basis that Recipient keeps such Confidential Information strictly confidential.

## **IT IS HEREBY AGREED:**

### **1. DEFINITIONS**

"Authorised Purposes" - the evaluation of the Confidential Information to determine whether the Recipient can use it for the purposes of its business.

"Confidential Information" - ideas and material disclosed by Owner to Recipient relating to a concept for offsetting investment risk relating to the release of recordings in the music production industry. Such information may have been disclosed to the Recipient either in writing or orally and whether or not pursuant to discussions between the parties

"Intellectual Property Rights" shall mean all copyrights, patents, database rights, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

### **2. EXTENT OF AGREEMENT**

- 2.1 Owner hereby grants Recipient a non-exclusive, non-transferable licence to evaluate the Confidential Information only for the Authorised Purposes.
- 2.2 Recipient hereby acknowledges that the Confidential Information constitutes an extremely important and valuable business asset of

Owner and undertakes, in consideration of being allowed to evaluate the Confidential Information:-

- a. it will keep and ensure that any of its employees, agents or servants who have access to the Confidential Information or any part thereof, pursuant hereto, will keep the same utterly confidential;
- b. it will return and ensure that any of its employees, agents or servants who have access to the Confidential Information or any part thereof, pursuant hereto, return all copies of the same and any related documentation on demand by Owner or after the evaluation of the Confidential Information, whichever is earlier, to Owner;
- c. it will only use and ensure that any of its employees, agents or servants who have access to the Confidential Information or any part thereof, pursuant hereto, only use the Confidential Information for the Authorised Purposes;
- d. it will not disclose and ensure that any of its employees, agents or servants who have access to the Confidential Information or any part thereof, pursuant hereto, will not disclose the same to any third party; and
- e. it will treat and safeguard as private and confidential all the Confidential Information and will take all reasonable precautions in dealing with any Confidential Information so as to prevent any third party from having access to the Confidential Information.

2.3 Recipient expressly acknowledges that no right or licence is granted to it in relation to the Confidential Information except as expressly set out herein.

- 3. DISCLOSURE UNDERTAKING, INDEMNITY AND INTELLECTUAL PROPERTY RIGHTS**
- 4. RECORDS AND RETURN OF INFORMATION**
- 5. LIABILITY AND REMEDIES**
- 6. TERMINATION**
- 7. GENERAL**