

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, effective on the date when signed by the last Party (“Effective Date”), is between Voicewalk, Inc. on behalf of itself, its Affiliates and its Clients (collectively “Voicewalk, Inc. d/b/a “Snap Recordings”), and _____, a _____ on behalf of itself and its Affiliates (collectively “Partner”). Each Party may be referred to in the singular as "Party" or in the plural as "the Parties" to this Agreement. For purposes of this Agreement, the Party disclosing confidential information hereunder is hereinafter referred to as the “Disclosing Party,” and the Party receiving confidential information hereunder is hereinafter referred to as the “Receiving Party.”

Each party hereby agrees to treat as confidential any information furnished to it by the other party (the “Disclosing Party”) or observed by it or its directors, officers, employees or agents (collectively, “Representatives”) and belonging to the other party (herein collectively referred to as the “Confidential Information”).

The parties hereby agree that the Confidential Information will be used solely for the purpose of providing services and that such information will be kept confidential by the recipient of the Confidential Information and its Representatives (collectively, the “Recipient”). The Recipient further agrees that no disclosure will be made with respect to any Confidential Information it sees, and no copies will be made of the Confidential Information except to the extent disclosure thereof is permitted herein, and except to those Representatives who have a need to know such Confidential Information for the purpose of providing the services. The Recipient shall inform its Representatives of the confidential nature of such information and shall direct the Representatives to treat such information confidentially. The Recipient shall, in any event, be responsible for any breach of this agreement by its Representatives.

In the event that the parties do not proceed with a transaction or the engagement of services, the Recipient shall promptly (and in no event later than five days from a written request), and shall cause its Representatives to, redeliver to the Disclosing Party all Confidential Information and any other written material containing or reflecting any information (whether prepared by the Disclosing Party, its Representatives or otherwise) and will not retain any copies, extracts or other reproductions in whole or in part of such written material. Further, all documents, memoranda, notes and other writings whatsoever prepared by the Recipient, or its Representatives based on the information in the Confidential Information shall be destroyed and such destruction shall be certified in

writing to the Disclosing Party by an authorized person supervising such destruction.

In the event that the Recipient or anyone to whom the Recipient transmits the Confidential Information becomes legally compelled to disclose any of the material, the Recipient will provide the Disclosing Party with prompt notice of the existence, terms and circumstances surrounding such a request so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this agreement in a particular instance, the Recipient will furnish only that portion of the material that it is advised by written opinion of counsel (which opinion shall be reasonably satisfactory to the Disclosing Party) is legally required to be furnished and will cooperate with the Disclosing Party in its efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

“Confidential Information” shall not include information which: (i) is or becomes generally available to the public other than (a) as a result of disclosure by Recipient or its Representatives or (b) in violation of a confidentiality obligation to Disclosing Party and known to Recipient or (ii) is or becomes available to Recipient on a non-confidential basis from a source which is entitled to disclose it to Recipient or (iii) is independently developed by Recipient.

The Recipient agrees to be responsible for enforcing the confidentiality of the Confidential Information and to take at its expense such action, legal or otherwise, to the extent necessary to prevent any disclosure by any of its employees or other Representatives of the Confidential Information. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this agreement by the Recipient or its Representatives and that the Disclosing Party shall be entitled to specific performance and injunctive relief as remedies for such a breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement by the Recipient or any of its Representatives but shall be in addition to all other remedies available at law or equity. Further, Recipient agrees to indemnify and defend the Disclosing Party, its employees, officers, directors and representatives against any and all action, damages, settlement and the like, arising out of the Recipient's breach of this Confidentiality Agreement. The obligation of confidentiality set forth herein shall survive the

termination of this agreement for a period of two years.

Both parties acknowledge that unless and until a written definitive agreement concerning a transaction or services has been duly executed, neither party will have any obligation to the other with respect thereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date the last Party signs.

VOICEWALK, "DBA" SNAP RECORDINGS _____

By:  _____

Printed Name: Andrew Silagy

Title: Talent and Sound Director

Date: **7/1/2022** _____

By: _____

Printed Name: _____

Title: _____

Date: _____