

Non-Disclosure Agreement

I. The Parties. This Mutual Non-Disclosure Agreement effective as of March 12 2019, is by and between

Party A described as a business entity known was Emily Kopchains- Musician, Singer, Songwriter

AND

Party B described as 1 individual knowns as Becca Kimock- Choreographer/ Lead Dancer

WHEREAS, Emily Kopchains has ownership of her new single and charge of upcoming film shoot for the music video.

WHEREAS, Becca Kimock may participate in a proposed project with Emily Kopchains, the purpose of which is to develop original choreography for the aforementioned film shoot (hereinafter, the "Project").

II. Confidential Information

WHEREAS, it may be necessary for Emily Kopchains to disclose certain confidential and proprietary information of the project in order to effectuate the Project until disclosure date of January 1st, 2020.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

Compensation of \$250 will be provided for entering and signing the Non-Disclosure Agreement in addition to the total compensation for the project.

The music video and any related concepts under the Project are the property of Emily Kopchains and are to be used by Becca Kimock solely for purposes of the Project.

Becca Kimock agrees not to transfer the music nor any information related to the music video to any third party.

Non-confidential information includes specific marketing information and the release date of the project to the public.

No video rights are provided to Becca Kimock under any patents, patent applications, copyrights, trade secrets or other proprietary rights of Emily Kopchains. Original choreography created by Becca Kimock does fall within her own patent rights. In particular, no altering, using, or distributing the intellectual property, material or derivatives thereof in exchange for any form of compensation or reimbursement.

Becca Kimock acknowledges and agrees that, insofar as Becca Kimock is concerned, any parts of the project or other intellectual property developed by Becca Kimock under the Project has been specially ordered and commissioned by Emily Kopchains and are "works made for hire" for copyright purposes, with all copyrights in all intellectual property developed under the project solely owned by Emily Kopchains.

It is recognized that Emily Kopchains and Becca Kimock may be required to disclose such Confidential Information to employees and dancers, for purposes of the project necessities. Both parties will exercise reasonable care in the selection of such employees, and will fully advise all such persons of the confidentiality of this Confidential Information and shall secure the agreement of all such persons to comply with the terms and conditions of this Agreement. The number of such employees will be limited to those who need to know for said evaluation purposes. Neither party shall disclose Confidential Information of the other to any third party without the express written consent of the providing party.

Becca Kimock will be the sub-contractor of the dancers involved in the music video.

Notwithstanding the above, the receiving party shall have no obligation hereunder to refrain from disclosing or using the following information:

- (a) Information that is generally available to the public at the time of this disclosure;
- (b) Information that becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of the receiving party;
- (c) Information which thereafter is disclosed to the undersigned by third parties as a matter of right;
- (d) Information which has been independently developed by the receiving party; and (e) Information that is required to be disclosed pursuant to law or court order.

It is understood by Becca Kimock that portions of the disclosed Confidential Information of Emily Kopchains may relate to products that are under development or planned for development. Emily Kopchains is providing the CONFIDENTIAL INFORMATION "AS IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OF THIS CONFIDENTIAL INFORMATION. EMILY KOPCHAINS ACCEPTS NO RESPONSIBILITY FOR ANY EXPENSES, LOSSES OR ACTION INCURRED OR UNDERTAKEN BY RECIPIENT AS A RESULT OF THE RECEIPT OF THE CONFIDENTIAL INFORMATION. BECCA KIMOCK SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF USE, LOST PROFITS OR ANY OTHER LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM OR IN ANY WAY ASSOCIATED WITH RECIPIENT'S USE, ACCESS TO OR POSSESSION OF THE CONFIDENTIAL INFORMATION. IT IS FURTHER UNDERSTOOD BY RECIPIENT THAT EMILY KOPCHAINS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE CONFIDENTIAL INFORMATION DISCLOSED HEREIN.

The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Georgia and any litigation related to this Agreement shall be filed in a court of competent jurisdiction in Atlanta, Georgia.

Becca Kimock shall comply with all applicable laws and regulations, including U.S. Export laws and regulations.

III. Term. This Agreement, with respect to Confidential Information, will remain in effect until January 1st, 2020.

Termination for Cause. Except as explicitly provided otherwise in a Participant's Award Agreement or other individual written agreement between the Company or any Affiliate and the Participant, if a Participant's Continuous Service is terminated for Cause, the Option or Emily Kopchains will terminate immediately upon such Participant's termination of Continuous Service, and Becca Kimock will be prohibited from exercising his or her Option or Emily Kopchains from and after the time of such termination of Continuous Service.

Upon request of either party, the receiving party will promptly return to the disclosing party all of the disclosing party's Confidential Information received by the receiving party pursuant to this Agreement, provided however that one copy may be retained solely for the purpose of documenting the transfer of such Confidential Information.

The above constitutes the full and complete Agreement in this matter by and between the parties hereto.

Accepted and agreed to:

Title: Artist

Name: Becca Kimock

Signature: *Becca Kimock*

Date: March 10, 2019

Title: Owner

Name: Emily Kopchains

Signature: *Emily Kopchains*

Date: March 10, 2019

Letter of Agreement

This letter summarizes my understanding of the agreement that we reached on March 12, 2019 after our email exchange.

As I understand it, we have agreed as follows:

Agreement. It is my understanding we have agreed to the following in regards to: The hiring of Becca Kimock as a choreographer on a confidential film shoot operated by Emily Kopchains.

Party 1: Emily Kopchains- musician, singer, songwriter- independent artist with no record label. Duty is to write a new single release.

Party 2: Becca Kimock- choreographer, lead dancer- commissioned by Emily Kopchains to choreograph a music video for her new single release

Compensation to choreograph music video will be \$50,000

50% of compensation will be paid in the beginning of the project, and the remaining 50% will be on the release date of the video.

The intellectual property will be shared by both parties. Emily Kopchains will own hold ownership rights for the song and video. Becca Kimock will hold ownership of the choreography within the music video.

During the production process, there will be a warranty of protection confidentiality of the works and the people involved. Intellectual property ownership will continue through the release process and will continue to be shared property between the two parties.

Emily Kopchains and her production team will be liable for the greater umbrella of employees, but anyone sub-contracted by Becca Kimock during the production process will be held liable under her insurance.

The finished work will be delivered through a digital release on Kopchains' official artist website and other video and music streaming services, as well as social media platforms.

There are maintenance requirements, which Kopchains will be responsible for at the end of the project. She will manage costumes, any properties used during the project.

There is a Non-solicitation clause. Becca Kimock is allowed to sign contracts with other employers, however information within project will remain private as discussed in the non-disclosure agreement. Amendments will be made by both parties through a mutual meeting and agreement.

A unilateral indemnification clause will be used, with Kopchains and her team responsible for insurance, were an accident to occur.

Term. The term of this Agreement will commence as of March 12, 2019, and will continue in effect until January 01, 2020, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both of us in the manner.

Force Majeure. Neither of us will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, or any other force majeure. We agree that upon conclusion of a Force Majeure Event, each of us will use commercially reasonable means to recommence full performance of our obligations under this Agreement.

Notice. Any notices to be given under this Agreement by either of us may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the addresses set forth in this Agreement unless one of us notifies the other, in writing, of a change of address.

Governing Law: This Agreement shall be interpreted in accordance with the laws of Georgia.

Termination. Neither of us shall have the right, forthwith and without further notice to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events:

(a) Termination for cause.

(b) A Force Majeure Event that continues for a period of thirty (30) days; or

(c) The death or incapacity of either of us during the Term.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me.

This Letter of Agreement is executed and agreed to by:

Accepted and agreed to:

Title: Artist

Name: Becca Kimock

Signature: *Becca Kimock*

Date: March 10, 2019

Title: Owner

Name: Emily Kopchains

Signature: *Emily Kopchains*

Date: March 10, 2019

Document Explanation

Since I am the one hiring Becca for this overall contract deal, these documents serve the purpose of keeping my information and my art protected, especially because the project must stay confidential until the official release of the video. I wanted to be sure there was a solid establishment of the terms of Becca's hire as a choreographer, and, to protect myself from her finding any loopholes, that it was an honest and mutual agreement on both our parts. It is helpful for me to have this NDA and Letter of Agreement because they make sure there's clarity between Becca and myself, especially with the process of hiring other dancers for the video. Her being the sub-contractor for the project's additional dancers was the biggest point I negotiated for, with Becca being liable and issuing her own insurance plan for everyone she hires. Although it came with a higher pay cut on her end, I believe it makes more sense for her to be held responsible for her dancers, especially considering she will be claiming intellectual property rights over the choreography in the shoot. I initially was going to claim intellectual property over all aspects of the project, including choreography, considering it is my name that will be all over the finished product, but I eventually realized I'd rather have Becca as a dedicated choreographer than hold property rights over the dancing. I am always a little wary of allowing the artists I hire to work on other projects while our contract is still in action, but I am more willing, especially when the contracts are long like this one, and only if they agree to sign a non-solicitation clause.