

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into and effective as of August 14th, 2013, between Ian Strandberg ("client") of 6120 West Ave K-1, Lancaster, CA, and you, recipient of the Confidential Information ("Recipient"). Client and Recipient are referred to herein, individually, as a "Party" and collectively as the "Parties".

WHEREAS, Client may wish to disclose certain Confidential Information to Recipient, relating to the We Found Fun Animated Music Video (the "Project"), in accordance with the terms herein, Recipient acknowledges and agrees as follows:

1. As used herein, "Confidential Information" means all information disclosed or furnished by Client to Recipient, or otherwise obtained by Recipient from Client, either directly or indirectly in writing, orally, by electronic form, by inspection of tangible or intangible objects, or any other form or medium, including, by way of example and not limitation, any business plans, source code, software, documentation, financial analysis, marketing plans, customer names, customer lists, customer data, memoranda, summaries, notes, analyses, compilations, studies, drawings, or other business, technical or financial documents containing or reflecting Confidential Information of Client – despite whether prepared by Recipient or by Client and whether or not marked or identified as "confidential", "property" or the like. Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Client as shown by Recipient's files and records immediately prior to the time of disclosure.
2. Confidential Information shall at all times remain the property of Client. Recipient agrees not to use any Confidential Information for any purpose except to perform the business arrangement between the Parties hereto. Recipient further agrees that it will at all times apply strict safeguards to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Recipient agrees not to disclose any Confidential Information to third parties or to its employees, except to those employees having a "need to know" who are involved in the business arrangement between the Parties and who have been informed of and have agreed to abide by the terms of this Agreement. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Client's Confidential Information and which are provided to Recipient hereunder.
3. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by Client. Recipient shall immediately notify Client in the event of any unauthorized use or disclosure of the Confidential Information.
4. If Recipient is requested or required by law or by legal, judicial or administrative order or process to disclose any Confidential Information of Client, Recipient will promptly notify Client of such request or requirement so that Client may seek an appropriate protective order or other relief and Recipient will cooperate with Client in this regard.
5. This Agreement does not create any agency, partnership or joint venture relation between the Parties.
6. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be and remain the property of Client and shall be promptly returned to Client upon Client's request.

7. Nothing in this Agreement is intended to grant any license or rights to Recipient under any patent, trademark, copyright, or other proprietary right, nor shall this Agreement grant Recipient any rights in or to Confidential Information except as expressly set forth herein. Client warrants that it has the right to disclose Confidential Information to Recipient, but otherwise Client makes no warranties with respect to any Confidential Information disclosed, whether as to accuracy, completeness, performance or otherwise.

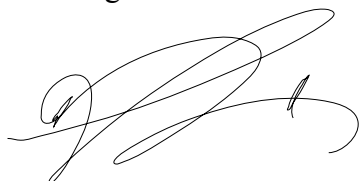
8. The obligations of Recipient under this Agreement will survive until all Confidential Information becomes publicly known and made generally available through no action or inaction of Recipient.

9. Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to Client, entitling Client to obtain injunctive relief in addition to all legal remedies.

10. This Agreement is governed by and will be construed in accordance with the substantive and procedural laws of Los Angeles County, California, United States of America (USA), without regard to or application of any conflicts of law principles. Any legal proceedings shall take place in Los Angeles County, California, USA and be conducted in the English language.

11. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, any such provision(s) will be severed from this Agreement and the remaining terms of this Agreement will remain in full force and affect. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto. The Parties have executed this Nondisclosure Agreement as of the date first above written.

Client



Recipient

Name: Ian Strandberg

Name: _____

Title: Video Producer of "We Found Fun"

Title: _____

Date: August 14th, 2013

Date: _____