KMR CO. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality & Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date")

by and between Kosmic Medium Records Co., a California corporation ("KMR" or "Disclosing Party"),

and _____ ("Recipient").

This Agreement is intended to protect confidential information disclosed or made available to Recipient in connection with Recipient's actual or potential business, creative, production, employment, contractor, consulting, vendor, investment, or other relationship with KMR (the "Purpose").

1. PROTECTED PARTIES
For purposes of this Agreement, "KMR" includes Kosmic Medium Records Co. and, where KMR possesses or is obligated to protect their Confidential Information, its owners, officers, employees, contractors, representatives, clients, artists, affiliated productions, creative partners, and other persons or entities whose confidential information is disclosed through KMR.

2. CONFIDENTIAL INFORMATION
"Confidential Information" means all non-public information disclosed, provided, observed, accessed, learned, discussed, displayed, transmitted, or otherwise made available to Recipient, directly or indirectly, in connection with the Purpose, whether before or after execution of this Agreement and whether communicated orally, visually, electronically, physically, in writing, or by any other means.

Confidential Information includes, without limitation:

- scripts, screenplays, treatments, concepts, ideas, pitches, decks, development materials, characters, storylines, formats, artwork, designs, music, photographs, footage, edits, rough cuts, and unreleased creative materials;
- projects in development, unreleased productions, release plans, artists, talent, casting information, schedules, call sheets, locations, production plans, crew information, behind-the-scenes information, and production methods;
- budgets, rates, pricing, bids, estimates, payroll information, financial information, business plans, forecasts, financing information, deal terms, contracts, negotiations, strategies, and internal processes;
- client, artist, director, writer, producer, financier, investor, vendor, crew, representative, and other business relationships or contact information;
- passwords, credentials, access codes, links, private files, databases, software, systems, account information, technical information, and security procedures;
- trade secrets, proprietary methods, workflows, business practices, opportunities, prospective projects, and development slates;
- photographs, recordings, conversations, documents, materials, or information observed or obtained during meetings, calls, productions, screenings, events, visits to KMR-controlled workspaces, production locations, sets, or private residences being used for KMR-related business; and
- any other information that is identified as confidential or that a reasonable person would understand to be confidential based upon its nature or the circumstances of disclosure.

Confidential Information need not be marked, labeled, watermarked, or expressly identified as "confidential" to receive protection under this Agreement.

3. CONFIDENTIALITY OBLIGATIONS
Recipient shall:

1. maintain Confidential Information in confidence and use reasonable care to protect it from unauthorized access, disclosure, or use;
2. use Confidential Information solely for the Purpose;
3. not disclose Confidential Information to any third party without KMR's prior written authorization;
4. not use Confidential Information for Recipient's own competitive, commercial, personal, or unrelated benefit;
5. not copy, reproduce, photograph, screenshot, record, download, forward, distribute, publish, or otherwise duplicate Confidential Information except as reasonably necessary for the Purpose and authorized by KMR; and
6. promptly notify KMR upon becoming aware of any unauthorized access, disclosure, loss, or use of Confidential Information.

Recipient shall not assist or permit another person to do anything Recipient is prohibited from doing under this Agreement.

4. PUBLICITY, SOCIAL MEDIA & PROJECT DISCLOSURE

Recipient may publicly identify that Recipient works with, has worked with, or is otherwise professionally associated with Dain August and/or Kosmic Medium Records Co.

However, Recipient shall not publicly disclose, announce, post, publish, photograph, record, distribute, or otherwise reveal any non-public project, production, artist, client, release, casting, location, creative material, business relationship, deal, schedule, or other Confidential Information without KMR's prior written approval.

Without limiting the foregoing, Recipient shall not post or distribute unauthorized:

- behind-the-scenes photographs or video;
- scripts, call sheets, schedules, budgets, decks, treatments, or screenshots;
- photographs or recordings of sets, locations, talent, artists, clients, or unreleased materials;
- project titles or details not yet publicly announced or approved for release; or
- other Confidential Information through social media, messaging platforms, websites, press, podcasts, interviews, livestreams, or any other public or private distribution channel.

A prior public announcement by KMR does not authorize Recipient to disclose additional non-public information.

5. ARTIFICIAL INTELLIGENCE & THIRD-PARTY SYSTEMS

Recipient shall not, without KMR's prior written authorization, upload, submit, transmit, disclose, reproduce, process, or otherwise provide Confidential Information to any public or third-party artificial intelligence system, large language model, generative AI platform, image or video generation service, machine-learning system, training dataset, automated transcription service, data-analysis service, or similar technology.

Recipient shall not use Confidential Information to train, fine-tune, improve, prompt, test, or develop any artificial intelligence or machine-learning system without KMR's prior written authorization.

6. OWNERSHIP & NO LICENSE

All Confidential Information shall remain the property of KMR or the applicable owner or rights holder.
Nothing in this Agreement or in KMR's disclosure of Confidential Information grants Recipient any license, ownership interest, copyright, trademark right, intellectual-property right, or other right in or to Confidential Information except the limited right to use such information for the Purpose.

Disclosure shall not constitute an assignment, transfer, sale, waiver, publication, or abandonment of any intellectual-property or proprietary right.

7. NON-CIRCUMVENTION OF KMR OPPORTUNITIES

Recipient acknowledges that KMR may introduce Recipient to or disclose Confidential Information concerning KMR clients, prospective clients, artists, writers, directors, producers, financiers, investors, representatives, vendors, creative partners, projects, transactions, or other business opportunities.

Recipient shall not use Confidential Information obtained through KMR for the purpose of intentionally bypassing or circumventing KMR in connection with a specific client, project, transaction, or business opportunity first introduced to Recipient through KMR.

Recipient shall not knowingly use a KMR introduction or KMR Confidential Information to divert from KMR a specific business opportunity that Recipient learned of through KMR.

This Section does not prohibit Recipient from maintaining relationships that Recipient can demonstrate existed independently before KMR's introduction, accepting opportunities independently obtained without use of KMR Confidential Information, or generally working within the entertainment or production industries.

The restrictions in this Section shall apply for two (2) years following Recipient's introduction to the applicable client, project, or specific business opportunity.

8. EXCLUSIONS

Confidential Information does not include information Recipient can demonstrate through competent evidence:

1. was publicly available through no breach of this Agreement;
2. was lawfully known to Recipient without confidentiality restrictions before disclosure by KMR;
3. was lawfully received from a third party having the legal right to disclose it without confidentiality restrictions; or

4. was independently developed by Recipient without use of or reference to KMR's Confidential Information.

A combination of information shall not fall within an exclusion merely because individual portions of that information are publicly available.

9. LEGALLY REQUIRED DISCLOSURE

If Recipient is legally compelled by subpoena, court order, governmental requirement, or other binding legal process to disclose Confidential Information, Recipient may make the disclosure legally required.

To the extent legally permitted, Recipient shall promptly notify KMR in writing before disclosure and reasonably cooperate with KMR, at KMR's expense, in seeking confidential treatment, a protective order, or other appropriate remedy.

Recipient shall disclose only the portion of Confidential Information legally required.

10. RETURN & DESTRUCTION

Upon KMR's written request, Recipient shall promptly return or permanently delete or destroy Confidential Information in Recipient's possession or control, including reasonably accessible copies.

Recipient shall not be required to remove information contained solely in routine automated archival or backup systems that cannot reasonably be deleted in the ordinary course, provided such information remains subject to this Agreement and is not accessed or used except as required for legitimate backup, legal, compliance, or disaster-recovery purposes.

11. TERM

Recipient's obligations concerning Confidential Information shall continue for five (5) years from the later of:
(a) the Effective Date; or
(b) Recipient's most recent receipt of Confidential Information from KMR.

Notwithstanding the foregoing, Recipient's obligations regarding information qualifying as a trade secret under applicable law shall continue for so long as such information remains legally protectable as a trade secret.

Expiration of this Agreement shall not authorize Recipient to retain or exploit intellectual property owned by KMR or another rights holder.

12. REMEDIES

Recipient acknowledges that unauthorized use or disclosure of Confidential Information may cause harm for which monetary damages may be inadequate.

Accordingly, KMR may seek temporary, preliminary, and permanent injunctive or other equitable relief to prevent or restrain an actual or threatened breach of this Agreement, in addition to any other remedies available under applicable law.

Nothing in this Agreement shall limit either Party's rights or remedies otherwise available under applicable law.

13. TRADE SECRET IMMUNITY NOTICE

Notwithstanding anything in this Agreement to the contrary, an individual shall not be held criminally or civilly liable under federal or state trade-secret law for disclosure of a trade secret that is made in confidence to a federal, state, or local government official, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or that is made in a complaint or other document filed under seal in a lawsuit or other proceeding, as provided by 18 U.S.C. § 1833(b).

An individual pursuing a retaliation claim for reporting a suspected violation of law may disclose trade-secret information to the individual's attorney and use such information in the proceeding as permitted by 18 U.S.C. § 1833(b), including applicable requirements concerning filing under seal.

Nothing in this Agreement prohibits or restricts Recipient from engaging in legally protected reporting, whistleblowing, or communications with governmental authorities.

14. NO OBLIGATION TO PROCEED

KMR CO. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Nothing in this Agreement obligates KMR to enter into any employment, production, investment, representation, financing, acquisition, partnership, transaction, or other relationship with Recipient. KMR may discontinue discussions or the contemplated relationship at any time.

15. NO PARTNERSHIP OR AUTHORITY
Nothing in this Agreement creates a partnership, joint venture, agency, fiduciary relationship, employment relationship, or other business association between KMR and Recipient except as may be established by a separate written agreement. Recipient has no authority to bind KMR unless expressly authorized in writing.

16. GOVERNING LAW & VENUE
This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict-of-law principles. Any action or proceeding arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located in Los Angeles County, California, and the Parties consent to jurisdiction and venue therein. Nothing in this Section prevents KMR from seeking emergency or provisional equitable relief from a court having jurisdiction where necessary to protect Confidential Information or intellectual property.

17. GENERAL PROVISIONS
This Agreement constitutes the entire understanding between the Parties concerning confidentiality and supersedes prior oral or written discussions concerning that subject matter. Any amendment or waiver must be in writing and signed by the Party against whom enforcement is sought. Recipient may not assign or transfer Recipient's rights or obligations under this Agreement without KMR's prior written consent.

If any provision is determined to be invalid or unenforceable, that provision shall be enforced to the maximum extent legally permissible, and the remaining provisions shall remain in effect. A failure or delay in enforcing any provision shall not constitute a waiver. Electronic signatures and counterparts shall be deemed originals and together constitute one instrument.

AGREED AND ACCEPTED
KOSMIC MEDIUM RECORDS CO.
By: _____
Printed Name: _____
Title: _____
Date: _____

RECIPIENT
Signature: _____
Printed Name: _____
Company, if applicable: _____
Title, if applicable: _____
Email: _____
Phone: _____
Date: _____