

NON-DISCLOSURE AGREEMENT, crowdMGMT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") governs the disclosure of information by and between crowdMGMT LLC, located at 84 North Summit Street Southington, CT 06489, a Connecticut limited liability corporation (collectively and jointly referred to as the "Company"), and the parties (the "Receiving Party") set forth on the signature page here upon the date set forth upon the signature page (the "Effective Date").

1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided by Company to the Receiving Party, including but not limited to: (a) financial information, business plans, artist development, artist passwords, procurement requirements, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and/or marketing and promotional plans related to Company's business and/or Company's clients; (b) trade secrets; (c) patent and patent applications and information related to Company's business and/or Company's clients' business; and (d) other proprietary information relative to the Company's business and/or the Company's clients' business.

2. The Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party Confidential Information the Party receives, except as approved in writing by the other party to this Agreement, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the Company.

3. "Representatives" means the controlled affiliates of the Receiving Party, and the respective directors, officers, employees, attorneys, consultants and other agents and advisors.

4. The Receiving Party shall immediately notify the Company upon discovery of any loss or unauthorized disclosure of Company's Confidential Information.

5. The Receiving Party's obligations under this Agreement with respect to any portion of the Company's Confidential Information shall terminate when the Receiving Party to whom Confidential Information was disclosed (the "Recipient") can document that: (a) the information was rightfully communicated to the Recipient free of any obligation of confidence (whether contractual, fiduciary or other relationship) subsequent to the time it was communicated to the Recipient by the other party; or (b) the disclosed communication was in response to a valid order by a court or other governmental body, was

otherwise required by subpoena (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or otherwise), law or rules of an applicable stock exchange, or was necessary to establish the rights of either party under this Agreement and such disclosure complies with the requirements set forth below.

6. Upon termination or expiration of the Agreement, or upon written request of the other party, the Receiving Party shall promptly return to the Company all documents and other tangible materials representing the Company's Confidential Information and all copies thereof.

7. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Company disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Receiving Party shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any of the Company's Confidential Information.

8. This Agreement shall be governed by and construed in accordance with the laws of Connecticut without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts

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located in Hartford County, Connecticut, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties hereto.

9. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by certified or registered mail, return receipt requested, or by a reputable overnight mail service, and shall be deemed received five (5) days after deposit in the United States mail. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

11. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

EACH PARTY ACKNOWLEDGES THAT HE HAS BEEN ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL OF HIS CHOICE WITH RESPECT TO HIS OR HER UNDERSTANDING OF THE TERMS, PROVISIONS AND OBLIGATIONS HEREIN ABOVE AND DOING SO IS SATISFIED WITH SAID REPRESENTATION. EACH PARTY COVENANTS AND AGREES THAT HE FULLY UNDERSTANDS THIS CONTRACT AND WILL BE BOUND BY SAID CONTRACT.

IN WITNESS WHEREOF, the parties hereto have caused this NON-DISCLOSURE AGREEMENT to be executed as of the date first written below. crowdMGMT is a Limited Liability Company.

Delivering Party:



EJ, CEO of crowdMGMT LLC

Address: 84 North Summit Street Southington, CT 06489

Receiving Party:

Name: _____

Address: _____

Sign Here: _____

Date: _____

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