

CONFIDENTIALITY AGREEMENT

I, EUGENE TWIEN, am being engaged by **Fela** ("Production Company") to render services in connection with the production of the music video of the sound recording titled **"Wait For You" ft. Drake** featuring the performance of the artist professionally known as **Future** (the "Artist") to be recorded on or about APR 27 & 28, 2022 (the "Project") for Epic Records, a division of Sony Music Entertainment ("Company"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I represent, warrant, promise and agree as follows:

I will not disclose to anyone not working on the Project any information or details concerning the Project, including but not limited to, the time, location, concept, set ups, set design, styling, costuming, imaging, artistic direction of the Project, treatment, Video itself or any portion thereof (including without limitation, behind the scenes footage or rough cuts). I specifically agree that I will not disclose such details or elements to any other recording artist(s), to any employees and/or agents of other record labels, or post on social media.

I will not take any photographs or audio or audiovisual recordings of the Project unless directed to do so by Company in writing. If so directed by Company, I hereby acknowledge that any such photographs and audio and audiovisual recordings and all rights therein shall be the sole property of Company, and I agree to deliver any such photographs (and the negatives therefor) to Company at the conclusion of the Project.

This confidentiality agreement is a material and essential condition of my engagement to work on the Project. I would not have been engaged to work on the Project if I had not agreed to the terms of this confidentiality agreement.

Company is a third-party beneficiary of this agreement and a breach of any of the promises contained herein will result in damage to Company that is difficult to ascertain or value. Accordingly, in the event of my breach of any provision of this Agreement, I agree that money damages may not be a sufficient remedy for any breach of this agreement and that Company shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this agreement by me, any of my employees, or any third party acting on my behalf instead of or in addition to monetary damages. Such remedy shall not be the exclusive remedy for any breach of this agreement, but shall be in addition to all other rights and remedies available at law or in equity.

This Agreement is to be construed and interpreted in accordance with the laws of the State of New York. Any action to enforce the provisions hereof shall be brought in the appropriate court(s) in the County of New York in the State of New York, and I hereby submit to the exclusive jurisdiction of such courts.

AGREED AND ACCEPTED:

NAME: (Please Print) <u>EUGENE TWIEN</u>
ADDRESS: <u>2585 JANE ST, UNIT 37</u>
SIGNATURE: 

NAME OF PARENT OR LEGAL GUARDIAN (if above signatory is under the age of eighteen [18]):
SIGNATURE OF PARENT OR LEGAL GUARDIAN (if above signatory is under the age of eighteen [18]):