

Non-Disclosure/Non-Circumvention Agreement

THIS AGREEMENT is for the terms and conditions described below between the undersigned Parties and their respective affiliates and/or associates.

1. The Parties shall not solicit or accept any business from any outside sources or their affiliates at any time or in any manner, without the express written permission of each Party.
2. The Parties shall maintain complete confidentiality regarding business sources and/or their identities. Sources shall only be disclosed to named individuals when written permission is granted from each Party.
3. The Parties shall not circumvent each other or other Parties involved in any mutually agreed upon transactions. Both Parties agree that the original established transaction(s) shall not be altered or changed.
4. The Parties shall not disclose any names, addresses (including electronic mail and addresses), telephone, fax or telex numbers of any contacts revealed by either Party to third Parties. Each recognizes such contacts to be exclusive and valuable and shall not direct negotiations or transactions with such contacts.
5. In the event of direct or indirect circumvention by either Party, the circumvented Party shall be entitled to a monetary penalty equal to the maximum value of the transaction, as well as all expenses that would involve the recovery of said funds, including legal fees.
6. All considerations, benefits, bonds, participators' fees and/or commissions received as a result of the contributions of the Parties shall be allocated as mutually agreed upon.
7. Any fax copy of this Agreement shall be treated as an integral part of this Agreement.
8. This Agreement is valid for any and all transactions between the Parties and shall be in effect for five (5) years from the date of signature. At the end of this period, this Agreement and option shall be considered renewed unless either Party receives a written notice with the intent to terminate. Any questions relating to this agreement shall be interpreted in accordance with the laws of the State of Virginia.
9. This Agreement shall be governed by the laws and in the courts of the State of Virginia and by the laws of the United States, excluding their conflicts of law principles. Any dispute or legal proceeding regarding this Agreement shall take place in the city of Virginia Beach, in the State of Virginia.

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Complete the following steps and adhere to these additional guidelines:

1. Must sign an NDA.
2. Must have ID upon arrival and entry of the venue.
3. No cell phones/flash photography, personal items limited (ask before arriving).
4. Subscribe to HLT website (hltallday.com) and Phunk Zone website (phunkzone.com)/Follow social media platforms. We follow back. \$4 fee upon registration.
5. Meet escort(s) at assigned location and follow to location.
6. Follow guide into seated area. Will be given a small tour when appropriate. Personal items will be left in the designated location.
7. Ask permission before doing anything upon arrival. This is private property.
8. Ask the guide, engineer, producer, etc. on duty if in need of services.

Signature below shall constitute this as a binding agreement.

DATED: _____

AGREED TO AND ACCEPTED

Signature: _____

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____