

# Standard Combs NDA

Name

Date

Wednesday **CONFIDENTIAL**

Email

**CONFIDENTIAL**

This Confidentiality Agreement ("Agreement") is made and effective as of W **CONFIDENTIAL** 3  
by and on behalf of **CONFIDENTIAL** ("you"). The term "you" shall include you, your estate, each  
corporation and/or other business entity in which you have an ownership or beneficial interest and any  
and all persons and/or entities owned and/or controlled by you and/or such businesses (e.g., affiliates,  
employees, officers, directors, managers, accountants and agents), and all of your respective heirs,  
executors, representatives, administrators, employees, licensees, successors and assigns. For good  
and valuable consideration (collectively, "Consideration"), the receipt and sufficiency of which are  
hereby acknowledged by you, you hereby irrevocably agree as follows:

1. Sean "Diddy" Combs a/k/a Puff Daddy ("Artist") privacy is highly valued and all efforts will be made to  
maintain confidentiality with respect to all information and other material of any kind (including without  
limitation, the terms, conditions and existence of this Agreement) concerning and/or related to directly  
and/or indirectly Artist and/or any person, corporation and/or other entity related to or affiliated and/or  
associated with Artist personally and/or professionally (including without limitation, family members,  
relatives and past or present fiancés/fiancées, husbands/wives, boyfriends/girlfriends, friends and  
business associates) (collectively, "Artist Parties" and each an "Artist Party"), except for information or  
material publicly and intentionally disclosed by Artist. You hereby irrevocably agree that: (a) you shall  
not at any time use or disclose, directly or indirectly, to anyone any of the following information: any  
information acquired by you in any manner and/or by any medium or means whatsoever at any time in  
the past, present and/or future which concerns or in any way relates to Artist, any Artist Parties and/or  
Artist's business activities, entertainment activities, financial affairs and/or personal life, and all such  
information shall be deemed confidential, private, secret and sensitive and kept by you as confidential  
unless Artist otherwise advises you in writing in Artist's sole discretion; (b) any and all information  
described in paragraph 1(a), including, without limitation, pictures, recordings, records, documents,  
property, merchandise or other information related to Artist and/or the personal, professional and/or  
other activities of Artist or any Artist Party, whether prepared by or on behalf of you or otherwise  
coming into your possession, is and shall remain Artist's sole and exclusive property and shall not be  
disclosed, removed, sold, disseminated, copied or otherwise used and/or exploited by or on behalf of  
you without Artist's prior written consent; (c) without limiting the foregoing, without Artist's prior  
written consent (which may be withheld for any or no reason), you shall not and shall not authorize any  
third party to photograph, film or otherwise record: (i) any sound, likeness and/or activities of Artist  
and/or any Artist Parties of any kind or nature, whether personal, professional or otherwise (including  
without limitation, any appearance, performance and/or rehearsal by Artist); and/or (ii) any other  
activities during or related to any service or activity performed by Artist and/or any Artist Parties; (d)  
without limiting the foregoing: (i) you shall not and shall not authorize or facilitate any third party to,  
without Artist's prior written consent (which may be withheld for any or no reason), give any interviews  
(whether oral or written), write or prepare or assist in the preparation of any books or articles (whether  
fictional or nonfictional), make any remarks of any kind or create any other materials in any media  
(including without limitation, confirming and/or denying any confidential information related to Artist  
and/or any Artist Parties) to or for use by yourself and/or any third party (including, without limitation,  
print and/or broadcast media), which interviews, books, articles, remarks and/or materials concern,  
discuss or reference Artist and/or any Artist Parties in any manner whatsoever (all information and  
materials in paragraph 1(a)-(d), whether or not publicly disclosed by others, the "Prohibited Material");  
(ii) you hereby irrevocably grant, convey, transfer and assign to Artist all worldwide right, title and  
interest (including all copyrights and any renewal, extension or similar rights) in and to any Prohibited

Material, whether or not the same are used and/or exploited and regardless of the medium involved, and Artist may register such copyright in his own name (or the name of any designee); and (iii) without limitation of any other rights or remedies of Artist and/or any Artist Parties, Artist and/or the Artist Parties shall be entitled to recover any and all monies or other benefits whatsoever received by or on behalf of you, from any and all sources, in connection with any use and/or dissemination by or on behalf of you of any confidential information and/or Prohibited Material hereunder, and any such monies or other benefits so received by or on behalf of you shall be held in trust by or on behalf of you for immediate payment to Artist and/or Artist Parties; (e) you shall not (and shall not authorize or facilitate any third party to) use and/or reference Artist and/or Artist Parties' name or identity (including your relationship with Artist and/or any Artist Party) with respect to any transaction, sale of goods or other solicitation; and (f) without limiting the foregoing, you shall not at any time defame or disparage Artist and/or the Artist Parties and/or use, disclose, disseminate or confirm, directly or indirectly, to anyone any information or material which may harm, disparage, demean or reflect negatively or poorly upon or cause injury to the reputation, character or career of Artist and/or any of the Artist Parties. The foregoing expressly includes, without limitation, communications appearing on the Internet via blogging and/or social networking sites such as Facebook, Twitter and Instagram. Without limiting the foregoing, you shall not, without Artist's prior written authorization (in Artist's sole discretion): (A) distribute, publish or permit the distribution or publication of photographs, videotapes, films, audio tapes or any other recorded sound or image or any other materials of Artist and/or Artist Parties (whether or not the same constitutes Prohibited Material); or (B) copy, excerpt or otherwise use and/or dispose of any Artist and/or Artist Parties materials, including any property or materials in your possession or control that belong to Artist and/or the Artist Parties (and/or, if such property does not belong to Artist and/or Artist Parties, which contain Prohibited Material to the extent you have not delivered and removed such Prohibited Material therefrom as required hereunder) (including, without limitation, data, documents, records, smartphones, computers, files, etc.), and that upon expiration or termination of the relationship with or in connection with Artist (or such earlier date as Artist may require), you or your legal representatives, heirs, successors or assigns shall promptly deliver possession to Artist, in good condition, any such property of Artist and/or Artist Parties and/or other records, copies, excerpts and other aforementioned materials that are in your possession or control.

2. You acknowledge that, due to the nature of the entertainment industry, any disclosure or dissemination by you of any information or material described in paragraph 1 will deprive Artist and/or the Artist Parties of the right to use such information or material. You expressly agree that, if you breach or threaten to breach paragraph 1, Artist and/or the Artist Parties would suffer immediate irreparable harm and injury which could not be adequately compensated by an award of monetary damage. In addition to all other rights or remedies available to Artist and/or the Artist Parties, Artist and/or the Artist Parties shall be entitled to injunctive relief and all other remedies provided in such event by law or equity. Such remedies shall include, without limitation, the right to prevent dissemination of any information or materials described in paragraph 1. You agree to execute any documents and take such other actions as may be reasonably requested by Artist and/or the Artist Parties to further evidence or effectuate the rights set forth in this Agreement. You hereby appoint Artist as your attorney-in-fact (which appointment is irrevocable and coupled with an interest) with full power of substitution and delegation to execute all such documents which you fail to execute within five (5) days after Artist and/or any Artist Party's request therefor.

3. The term of this Agreement and duty to keep all information confidential and not use Prohibited Material shall commence on the first date above and continue for the life of Artist plus twenty (20) years or seventy (70) years, whichever is longer.

4. You warrant and represent that: (a) you have the full right, power and authority to enter into this Agreement and be bound by the obligations herein; (b) neither the execution, delivery nor performance of this Agreement by you shall conflict with or result in a default or loss of rights under any agreement or understanding to which you or any of your affiliates is a party or by which you or any of your properties may be bound; (c) this Agreement constitutes your valid and binding obligation enforceable in accordance with its terms; and (d) you have signed this Agreement voluntarily, without duress, coercion or undue influence. This Agreement shall be deemed to have been entered into in the State of New York, and its validity, interpretation and legal effect shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely therein. The New York courts

only will have jurisdiction over all controversies regarding this Agreement; and any action or other proceeding which involves such a controversy will be brought solely in the courts located within the State of New York. You hereby consent to the personal jurisdiction of such court and waive any objection based on personal jurisdiction, venue or forum non conveniens. This Agreement embodies our entire agreement with respect to the subject matter hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, representatives, members, owners, shareholders, licensees, designees, successors and assigns. This Agreement may not be transferred or assigned in any manner by you and any attempted transfer or assignment shall be deemed null and void. Faxed, photocopied and scanned signatures of this Agreement shall be deemed effective as originals.

5. You agree to defend, indemnify and hold Artist and the Artist Parties and their respective parents, subsidiaries, affiliates, licensees, assignees and their officers, directors, members, managers, agents, distributors and employees harmless from and against all liabilities, damages, judgments, losses, costs and expenses (including, without limitation, reasonable counsel fees) of any kind or nature whatsoever which may be sustained or suffered by or secured against any of them, by reason of, based upon or relating to any breach of any of the provisions, representations or warranties contained herein or by virtue for any inaccuracy in or breach of the representations and warranties made by you hereunder to any third party on behalf of the Artist and/or Artist Parties; or any claim, action or proceeding asserted or instituted relating to or growing out of any such breach.

6. All covenants, terms, restrictions and provisions of this Agreement are severable. If any such covenant, term, restriction and/or other provision is held by a court or other legal forum of competent jurisdiction ("Competent Judicial Authority") to be invalid, void or unenforceable, such covenant, term, restriction or other provision shall be amended to the limited extent necessary to be valid and enforceable and the remainder of this Agreement shall remain in full force and effect. The parties acknowledge that any Competent Judicial Authority shall be empowered to modify such invalid, illegal or unenforceable covenant, term, restriction and/or other provision (if any) in accordance with this paragraph.

7. THIS IS AN IMPORTANT LEGAL DOCUMENT. You acknowledge that: (a) you have reviewed this Agreement with your legal counsel or knowingly declined the opportunity to do so; (b) your failure to review this Agreement with your legal counsel shall not impair the legally binding nature of this Agreement; and (c) you have fully read and you understand and voluntarily accept all of the terms and conditions of this Agreement. You certify that you are eighteen (18) years of age or older  
ACCEPTED AND AGREED, including acknowledgement of receipt of all Consideration:

Name:

Address: Street Address:

Street Address Line 2:

City:

State /

Postal /

Date:

**CONFIDENTIAL**

Signature