

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____ (“**Effective Date**”) between **Prodigy Design Limited**, a New Zealand limited liability corporation, having an address at Level 7 Willbank House, 57 Willis Street, Wellington, New Zealand (“**PikPok**”) and _____, a _____, having an address at _____ (“**Company**”). The parties agree as follows:

WHEREAS, PikPok and Company are each willing to disclose (in such capacity, “**Disclosing Party**”) to and receive (in such capacity, “**Receiving Party**”) from the Disclosing Party certain “**Confidential Information**” (as defined below in Section 2) subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, PikPok and Company agree as follows:

1. **Purpose.** The purpose of the disclosures hereunder shall be to discuss a potential business transaction between PikPok and Company related to the purchase, development and/or distribution of video games (the “**Permitted Use**”).
2. **Definition of Confidential Information.** The term “**Confidential Information**” means: (a) all confidential or proprietary information, documents and materials, whether printed, electronic or in machine-readable form or otherwise, disclosed during the Disclosure Period designated below, and designated by the Disclosing Party as “Confidential” hereunder, which is developed, owned, licensed or under the control of the Disclosing Party including without limitation, all processes, inventions, trade secrets, ideas, designs, research, know-how, business methods, production plans and marketing plans; (b) any information that would reasonably be considered to be Confidential Information at the time of disclosure; (c) all memoranda, notes, reports, documents, e-mail and other media, as well as any copies, extracts, computer-generated studies and data of or containing or related to Confidential Information prepared by or for the benefit of Receiving Party in connection with the Permitted Use; and (d) information of the type described above which Disclosing Party obtained from a third party and which Disclosing Party treats as confidential, whether or not owned or developed by Disclosing Party.
3. **Term and Termination.** The disclosure term of Confidential Information shall commence on the Effective Date and continue for a period of one (1) year thereafter (“**Disclosure Period**”). Subject to Sections 4 and 5 below, during the Disclosure Period and for a period of one year thereafter, each party hereto agrees to use the Confidential Information only for the Permitted Use. Upon written request following termination of this Agreement and/or upon written request of the Disclosing Party at any time and for any reason, the Receiving Party will, within ten (10) business days, return to Disclosing Party all of the Confidential Information in Receiving Party’s possession, including but not limited to, all records, memoranda, drawings, blueprints, manuals, letters, notes, notebooks, reports, electronic media, computer media, computer disks and other materials containing such Confidential Information, or if requested, an officer of the Receiving Party will certify in writing that all such Confidential Information has been destroyed.
4. **Need to Know Basis.** The parties agree that with respect to the Disclosing Party's Confidential Information the Receiving Party will:
 - (a) restrict disclosure of such Confidential Information to only those officers, directors, employees, advisors (i.e., legal and financial professionals), consultants and agents of the Receiving Party and/or its Affiliates (as defined in Section 6 below) (collectively “Authorized Recipients”), whose duties justify a “need-to-know” to effectuate the Permitted Use; and

- (b) advise, in writing, each Authorized Recipient to whom it provides access to any Confidential Information that they are prohibited from using it or disclosing it to others without Disclosing Party's prior written consent and are subject to the standard of care set forth in Section 6 below.

The Receiving Party will ensure that any employee, advisor or agent having access to Confidential Information is bound by confidentiality obligations no less stringent than those contained in this Agreement.

5. **Exclusions.** It is understood, however that the restrictions in Sections 3 and 4 above, will not apply to any portion of the Confidential Information which:
 - (a) was previously known to the Receiving Party without obligation of confidentiality;
 - (b) is obtained after the Effective Date from a third party which is lawfully in possession of such information and not in violation of any contractual or legal obligation to the Disclosing Party with respect to such information;
 - (c) is or becomes part of the public domain through no fault of the Receiving Party;
 - (d) is independently developed by the Receiving Party with reasonable evidence of same;
 - (e) is required to be disclosed by administrative or judicial action, provided that the Receiving Party promptly, after receiving notice of such action, notifies the Disclosing Party of such action to give Disclosing Party the opportunity to seek legal remedies to maintain the Confidential Information in confidence; or
 - (f) is approved for release by written authorization of the Disclosing Party.
6. **Standard of Care.** The Receiving Party will protect the Disclosing Party's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as the Receiving Party normally uses in the protection of its own confidential information. The Receiving Party will use this standard of care to prevent the unauthorized use, disclosure, dissemination, or publication of the Disclosing Party's Confidential Information. Each party will be responsible for compliance by its respective affiliates within the terms of this Agreement. "Affiliate" means, with respect to either party, any individual, company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, such party.
7. **Export Controls.** Receiving Party acknowledges that the Confidential Information may constitute "Technical Data" or "Encryption Items" and may be subject to regulation under the export control laws and regulations of the United States Department of Commerce. The Recipient agrees that it will not knowingly export directly or indirectly, any Confidential Information or any direct product thereof, whether or not otherwise permitted under this Agreement, to any countries, agencies, groups or companies prohibited by the United States Department of Commerce unless all required authorization(s) are obtained.
8. **No Further Obligations.** It is understood and agreed that the disclosure by any party hereto of Confidential Information will not result in any obligation on the part of any party to enter into any further agreement with any other party with respect to the Permitted Use or otherwise, unless it is set forth in a separate written agreement signed by each of the parties. Neither this Agreement nor the disclosure or receipt of Confidential Information constitutes an offer, request, or contract for Receiving Party to engage in any research, development or other work, or otherwise create a buyer-seller relationship, joint venture, teaming or partnership relationship.
9. **Warranty.** Each Disclosing Party represents and warrants that it has the right to make the disclosures under this Agreement and no such disclosure is or will be in violation of any other agreement or right of a third party. Furthermore, no other warranties are made by either party under this agreement. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".
10. **Governing Law, and Limitations on Remedies.**
 - (a) This Agreement will be construed and enforced in accordance with the local law of the State of California. The parties hereby consent to submit to the jurisdiction of the federal and states courts located in the State of California, County of Los Angeles and any action or suit under this

Agreement will only be brought by the parties in such courts. The parties will not raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action or suit brought in the State of California, County of Los Angeles. Each party hereto waives any right they may have to a trial by jury in any action, proceeding or counterclaim arising hereunder relating hereto.

- (b) Each party acknowledges that (i) any disclosure of Disclosing Party's Confidential Information in violation of this Agreement would be detrimental to a Disclosing Party's business, (ii) money damages would not be a sufficient remedy for breach of this Agreement, and (iii) Disclosing Party will be entitled, without waiving any other rights or remedies, to seek equitable relief, including injunctions.

11. **Miscellaneous.**

- (a) The parties hereto understand that each may now market or have under development products which are competitive with products or services now offered or which may be offered by the other party. Subject to the terms and conditions of this Agreement, discussions and/or communications between the parties will not serve to impair the right of either party to develop, make, use, procure, and/or market products or services now or in the future which may be competitive with those offered by the other party, nor require either party to disclose any planning or other information to the other party.
- (b) All the Confidential Information disclosed or delivered to or acquired by a Receiving Party from a Disclosing Party, will be and will remain the sole property of the Disclosing Party. No right or license, expressed or implied, under any patent, copyright, or trade secret, is granted to the Receiving Party.
- (c) No modification of this Agreement will be effective unless in writing and signed by all parties hereto.
- (d) Notices hereunder will be in writing and will be deemed duly given upon verifiable delivery to the addresses for the appropriate party as provided for above.
- (e) Any party's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time will not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition hereof.
- (f) If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
- (g) This Agreement constitutes the complete agreement among the parties hereto and supersedes and cancels any and all prior communications and agreements between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the Effective Date:

Prodigy Design Limited

By:

By:

Printed:

Printed:

Dated:

Dated: