# MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**") is entered into on _____ ("**Effective Date**") by and between Confine Visual BidCo AB, 559346-3135, located at Lilla Bantorget 15, SE-111 23 Stockholm, Sweden (together with its **Affiliates**, collectively

referred to as "**Vizrt**") and _____, located at

_____ (the "**Company**").

Vizrt and Company are sometimes referred herein separately as a "**Party**" and together as the "**Parties**".

"**Affiliates**" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Confine Visual BidCo AB, where control means the ownership of more than fifty percent (50%) of the voting securities or other ownership interest of Confine Visual BidCo AB, or the ability to direct the management and policies of Confine Visual BidCo AB, whether through ownership, contract, or otherwise. This includes, but is not limited to, Vizrt One Media AB and Vizrt NDI AB.

Vizrt and Company desire to participate in discussions regarding an interest in evaluating a possible transaction, partnership, or other business opportunity (the "**Transaction**"). During these discussions, the Parties may share certain proprietary information. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

## 1. Definition of Confidential Information

For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to a Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by a Party or its Representatives (as defined herein), whenever and however disclosed. Such Confidential Information includes, but is not limited to: (i) business plans, strategies, forecasts and financial information; (ii) technical data, designs, drawings, specifications, software, inventions and know-how; (iii) product roadmaps, research and development activities; (iv) customer or supplier information; and (v) any other information that should reasonably be recognised as Confidential Information. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

(a) was lawfully possessed by a Party prior to receiving the Confidential Information;

(b) becomes rightfully known from a third-party source not under an obligation to maintain confidentiality;

(c) is generally known by the public;

(d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; and

(e) is or has been independently developed by employees, consultants or agents of a Party without violation of the terms of this Agreement and without reference or access to any Confidential Information of the disclosing Party.

## 2. Disclosure of Confidential Information

From time to time, the Parties may disclose Confidential Information. The Parties will:

(a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;

(b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, requiring such Representatives to be bound by obligations of confidentiality no less stringent than those contained herein, and;

(c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and

(d) not disclose any Confidential Information received by it to any third parties.

Should the receiving Party be required by law, regulation or court order to disclose any Confidential Information of the disclosing Party, the receiving Party shall only disclose the portion of the Confidential Information that it is legally required to disclose. The receiving Party shall, to the extent legally permissible, promptly notify the disclosing Party in writing of the requirement, so that the disclosing Party can seek a protective order or other appropriate remedy.

## 3. Intellectual Property Rights

Each Party retains all rights, title, and interest in and to its Confidential Information. Nothing in this Agreement shall be construed as granting any license, assignment or other right whatsoever, whether express or implied or otherwise, to use or exploit the other Party's Confidential Information, except for the limited purpose of evaluating a potential business relationship between the Parties. Any materials, inventions, or ideas created independently by either Party remain the sole property of that Party.

## 4. Term

This Agreement is effective for two (2) years from the Effective Date, (the "**Term**"). Both Parties' duty to hold Confidential Information in confidence shall remain in effect for three (3) years following the end of the Term.

## 5. Remedies

Both Parties acknowledge that the unauthorised dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be

in addition to any other remedies available hereunder, whether at law or in equity. The disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and expenses.

**6. Return of Confidential Information**

Each Party shall, at the other Party's option and request, promptly return, make ready for collection or destroy the other Party's tangible material embodying any Confidential Information provided hereunder. Notwithstanding the foregoing, the receiving Party is not required to delete or remove copies of Confidential Information that are automatically stored in its routine backup or archival systems.

**7. No Binding Agreement for Transaction**

The Parties agree that neither Party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The Parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the Parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the Parties (or their respective affiliates) for the Transaction shall supersede this Agreement.

**8. Warranty**

**NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER**. The Parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the disclosing Party. Further, neither Party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

**9. Miscellaneous**

(a) This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of England and Wales, without giving effect to any conflict of laws provisions thereof. The courts local to Vizrt shall have sole and exclusive jurisdiction over any disputes arising under, or in any way connected with or related to the terms of this Agreement.

(c) Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, via electronic-mail or certified mail.

(e) This Agreement is personal in nature, and neither Party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other Party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the Parties to this Agreement and their respective successors, assigns and designees upon the written consent of the non-assigning or transferring Party.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

**Vizrt**

Signed by:
By Rohit Nagarajan
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Name: Rohit Nagarajan

Title: Chief Executive Officer

**Company**

By_____

Name:

Title:

**Vizrt**

Signed by:
By Pierre Milet
E14FE3A7C621482...

Name: Pierre Milet

Title: Chief Financial Officer