

## MUTUAL NONDISCLOSURE AGREEMENT - NDA

THIS MUTUAL NONDISCLOSURE AGREEMENT ("NDA") is made with effect from [redacted] ("Effective Date") by and between Foundry 42 Limited ("Company"), whose registered address is Freedom House, Church Street, Wilmslow, Cheshire SK9 1AX, UK and [Visitor Name] [redacted], whose [registered] address is at

[Visitor Address] [redacted]  
(Company and such party, each together with their respective affiliates hereafter referred to collectively as a "Party")

1. Scope of NDA. This NDA governs all disclosures of Confidential Information by one Party ("Discloser") to the other Party ("Recipient") in the course of exploring one or more strategic business transactions ("Strategic Discussions"). This NDA does not, however, obligate either Party to enter into any contractual agreement with the other Party.

2. Term. The Parties' obligations under this NDA with respect to Confidential Information previously received shall survive for a period of three (3) years following the Effective Date of this NDA.

3. Definition. "Confidential Information" means, whether disclosed prior to, on or after the Effective Date, any information transmitted to the Recipient by the Discloser, including but not limited to, software, all works of authorship (such as documents, artworks, music, etc.), programs, algorithms, devices, methods, techniques and processes, financial information and data, business plans, business strategies, marketing plans, customer lists, price lists, cost information, information about employees, descriptions of inventions, process descriptions, descriptions of technical know-how, information and descriptions of new products and new product development, technical specifications and documentation, or any other information that is not generally known to, and cannot be readily ascertained by others, and which has actual or potential economic value: (i) that has been marked as confidential or proprietary by the Discloser; (ii) whose confidential nature has otherwise been made known to Recipient; or (iii) that due to the character and nature of such information, a reasonable person under like circumstances would treat as confidential. Confidential Information shall also expressly include the fact that discussions or negotiations are taking place between the Parties concerning Strategic Discussions, including the status of such communications.

4. Non-use and Nondisclosure. The Recipient agrees not to use the Confidential Information for any purpose other than in furtherance of the Parties' Strategic Discussions. Recipient shall retain all Confidential Information in confidence, exercising at least the same standard of care used by Recipient to protect its own confidential or proprietary information (but in no event less than a reasonable degree of care), to prevent disclosure of Confidential Information to any third party. However, Recipient may disclose Confidential Information to those employees, consultants, and/or agents of Recipient that have a need to know such information in order to carry out the Strategic Discussions, provided that such persons are bound by non-disclosure terms at least as stringent as those set forth in this NDA. Recipient agrees to promptly notify Discloser of any unauthorised possession or use of Confidential Information which may come to its attention. Nothing herein shall prevent Recipient from disclosing Confidential Information to the extent necessary to its auditors or legal advisors.

5. Exceptions. Notwithstanding the foregoing, the obligations of confidentiality under this NDA shall not apply to Confidential Information that Recipient can prove: (i) is already known to Recipient at the time of disclosure; (ii) has been independently developed or ascertained by Recipient without reference to Discloser's Confidential Information; (iii) becomes or has become publicly known through no wrongful action of Recipient; (iv) is lawfully obtained from a third party without any breach of a confidentiality or other legal obligation to the Discloser; (v) is approved for release by the Discloser in writing; or (vi) is required by law, court or administrative order to be disclosed, provided that Recipient limits its disclosures to only that portion of Confidential Information that its counsel advises that it is legally required to disclose and provides notice of the order to Discloser so that it may seek legal remedies to maintain the confidentiality of such Confidential Information.

6. Return of Materials. At the request of the Discloser, the Recipient shall promptly return or destroy (and subsequently certify as destroyed) any materials embodying Confidential Information which it received pursuant to this NDA, together with all copies of such materials. Notwithstanding the return of Confidential Information, both Parties will continue to be bound by the obligations of confidentiality hereunder.

7. No License Granted. Nothing in this NDA is intended to grant Recipient any rights under any patent, copyright, trade secret or other intellectual property right, nor shall this NDA grant Recipient any rights in or to Discloser's Confidential Information except the limited right to review such Confidential Information solely for the purposes set forth in Section 1. All Confidential Information disclosed to Recipient under this NDA shall remain the sole property of the Discloser. Neither Party shall attempt to derive source code, reverse engineer, disassemble or decompile any materials that embody the Confidential Information. Further, neither Party shall sell, license, sublicense, rent, lease, grant a security interest, or commercially exploit the Confidential Information except as authorised by the Discloser in writing. Nothing in this NDA shall limit or restrict the rights of a Party to assert any intellectual property claims against the other Party.

8. Governing Law and Jurisdiction. This NDA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this NDA or its subject matter or formation (including non-contractual disputes or claims).

9. Remedies. Each Party agrees that either Party will suffer irreparable harm in the event that either Party fails to comply with its obligations of confidentiality in this NDA. Consequently, in addition to such monetary relief as may be recoverable at law, the Parties agree that they might be entitled to specific performance or other injunctive relief as remedy for any breach or threatened breach of this NDA. Notwithstanding the foregoing, neither Party hereunder shall be entitled to seek injunctive relief or to enjoin the development, marketing, or publishing of any game, or other product of the other Party. Additionally, in the event any legal or administrative action or proceeding (an "Action") is brought by either Party in connection with this NDA, the prevailing Party in such Action shall be entitled to recover from the other Party all costs, outside attorneys' fees and other expenses incurred.

10. Miscellaneous.

10.1. The Parties represent to each other that any disclosures of Confidential Information will not violate any proprietary rights of or contractual obligations to any third party.

10.2. This NDA shall be binding upon and for the benefit of the undersigned Parties, their successors and assigns, provided that Confidential Information of the Discloser may not be assigned without the prior written consent of the Discloser.

10.3. Failure to enforce any provision of this NDA shall not constitute a waiver of any term hereof. A waiver given on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion. If any provision of this NDA shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.4. This NDA constitutes the complete agreement among the Parties hereto and supersedes any and all prior or contemporaneous communications between the Parties with respect to the subject matter hereof. All modifications, waivers or amendments to this NDA, or any part hereof, must be in writing and signed on behalf of each Party. This NDA may be executed in counterparts and each such counterpart shall be an original and altogether shall constitute but one and the same document. Executed copies of this NDA sent by facsimile or otherwise transmitted electronically (by either Tagged Image Format Files or Portable Document Format) shall be treated as originals, fully binding and with full legal force and effect.

**ACCEPTED AND AGREED:**

Foundry 42 Limited



[Company Name if applicable]

\_\_\_\_\_  
Name:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Its Authorised Signatory

\_\_\_\_\_  
Its Authorised Signatory