



3D FOR THE REAL WORLD

Non-Disclosure/ Embargo Agreement

Between

Maxon Computer GmbH
Max-Planck-Str. 20
D-61381 Friedrichsdorf
Germany
+49 (0)6172 6906-0
FAX +49 (0)6172 5906-30

Maxon Computer, Inc.
2640 Lavery Court, Suite A
Newbury Park, CA 91320
U.S.A.
877-ANIMATE / 805-376-3333
FAX 805-376-3331

together hereinafter referred to as "Maxon"

AND

Name: _____

Company: _____

Address1: _____

Address2: _____

City / State / Zip: _____

Country: _____

Phone: _____

Email: _____

hereinafter referred to as "Partner"

Highly Confidential Information: Maxon planned product and/or partnership announcements scheduled for April 20, 2020 hereinafter referred to as "Confidential Information"

Partner agrees that by receiving the Confidential Information to be provided by Maxon, Partner will not publish or release anything related to the Confidential Information (in any medium) until Maxon itself releases this information. Partner also agrees the Confidential Information is not for public usage and will keep it confidential until Maxon releases this information.

Confidentiality Protection: Partner shall put forth his / her utmost effort to prevent any disclosure, transfer or use of confidential information to third parties and to make all reasonable and suitable efforts to avoid access of unauthorized third parties. Confidential information must be stored in a safe place and secured at all times when not in use. This obligation pertains to any media, regardless of the method of transmission, or other types of access whatsoever.

Scope of Confidentiality: The obligation to confidentiality under this Agreement shall also be valid for Partner's employees, staff, vendors or representatives—as far as applicable, regardless of the type and legal form of the co-operation. Partner is required to obligate said persons to confidentiality as required under this Agreement.

Initial

Liability: Partner agrees to adhere to this Agreement and is cognizant that, in the event of a breach of this Agreement on his / her part, compensation of damages resulting from such a breach will be made by Partner to Maxon. Compensation will include, yet will not be limited to, court costs and attorney's fees arising from justifiable legal action taken by Maxon.

Damages: Partner is aware that unauthorized disclosure of business secrets represents a criminal offense pursuant to §§ 17, 18 UWG (Law Against Unfair Competition) and can be punished with up to 5 years imprisonment. In addition, the offender may be liable for compensation of damages pursuant to § 19 UWG. Maxon hereby expressly stresses the existence of these provisions.

Assignability: Partner shall not assign, transfer or subcontract this Agreement or any of its obligations herein without Maxon's express prior written permission. This Agreement shall replace all other prior agreements on this topic.

Applicable Law, Venue, Written Form: The laws of the State of California will govern this Agreement, except for that body of laws relating to conflicts of laws. The parties agree that any dispute arising under this Agreement will be resolved in the state or federal courts within the State of California and each party expressly consents to jurisdiction therein. Any modification, rescission or amendment of this Agreement shall not become effective unless made in writing as far as not expressly regulated otherwise and become effective upon signing by both partners of the Agreement.

Severability: In the event any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision has never been contained herein, provided that such invalid, illegal or unenforceable provision shall first be curtailed, limited or eliminated to the extent necessary to remove such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied.

(Signature of Partner)

(Partner / Title or Function)

(Place / Date)

Initial