

CONFIDENTIALITY AGREEMENT

between

Verity Studios AG, Zürcherstrasse 39, CH-8952 Schlieren (Zurich), Switzerland
(hereinafter referred to as "**Verity Studios**", "**the Provider**"), and

Name, Address: _____
(hereinafter referred to as "**the Company**", "**the Recipient**").

Verity Studios and Company hereinafter individually referred to as a "**Party**", together as "**the Parties**".

1. Subject of the Agreement

The Parties have a common interest in exchanging information related to _____

The Parties shall keep this information confidential in accordance with the provisions of this Agreement.

2. Confidential Information

"**Confidential Information**" shall be all information of a creative, technical, scientific, financial, business, operational, or other nature belonging to the Provider exchanged with the Recipient in any form, regardless of whether or not it was explicitly described as confidential at the time of exchange. Exchange may take place in writing, orally, electronically, or in the form of pictures, representations, data, designs, etc., always from the Provider to the Recipient.

3. Dealing with Confidential Information

The Recipient shall treat the Provider's Confidential Information as confidential and use it solely for the evaluation of a possible collaboration ("**the Purpose**"). To this end, the Recipient shall reveal the Provider's Confidential Information only to its employees, directors, or advisors who require the information for the Purpose. These persons shall be explicitly advised of the confidentiality of the Provider's Confidential Information and must either have given a written undertaking of confidentiality as part of an employment contract with the Recipient or have otherwise signed a corresponding confidentiality agreement with them. Except as expressly permitted herein, the Recipient shall not disclose the Provider's Confidential Information to any third party without prior written authorization from the Provider. The Recipient shall not use the Confidential Information in any way or manner to the detriment of the Provider.

4. Scope of confidentiality obligation

The Recipient's obligation to maintain the confidentiality of the Provider's Confidential Information shall not extend to information, which the Recipient can prove

- a) was already known or publicly available to the Recipient at the time of the exchange;
- b) becomes publicly available after the exchange through no fault of the Recipient;
- c) was legally disclosed to the Recipient by third parties without an obligation of confidentiality;
- d) was developed independently by the Recipient without using Provider's Confidential Information.

Notwithstanding the foregoing, (i) technical information disclosed under this Agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in the Recipient's possession, and (ii) any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the Recipient's possession, but only if the combination itself and its principle of operation are in the public domain or in the Recipient's possession.

In the event that the Recipient is obliged by statutory provisions or other legal process to disclose the Provider's Confidential Information to third parties, the Recipient shall give the Provider advance written warning thereof. Further, the Recipient shall

permit the Provider to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation and assistance to the Provider in seeking to obtain such protection.

5. Rights in the Confidential Information

The Provider shall retain all rights in its Confidential Information and all copies thereof. This Agreement does not grant the Recipient any license in respect of the Provider's Confidential Information or any entitlement to enter into a license agreement in respect thereof. The Recipient shall not remove any legend or other notices of ownership or confidentiality from any originals or copies of the Provider's Confidential Information.

6. Liability

The Parties shall endeavor to exchange truthful information. However, the Provider gives no warranty that the Provider's Confidential Information is correct, complete or fit for any particular purpose. The Provider gives no warranty whatsoever that the transfer or application of the Provider's Confidential Information does not infringe any third party rights. The Provider shall not be liable for any indirect or consequential damage.

7. Return of the Confidential Information

On request by the Provider, Recipient shall immediately return all Provider's Confidential Information, including any copies, excerpts etc. to Provider or, if Provider so requests, destroy them. The Recipient's legal department shall be entitled to archive one copy of Provider's Confidential Information for the sole purpose of monitoring compliance with this Agreement.

8. Term

This Agreement shall enter into force on _____ and shall expire one year after signature. Notwithstanding the expiration or termination of the Agreement or the return of the Provider's Confidential Information to the Provider in accordance with clause 7, the obligations with respect to Confidential Information exchanged during that period (Sections 2-9) shall survive the expiration or termination of the Agreement.

9. Miscellaneous provisions

- a) This Agreement may only be amended or waived in writing with legally valid signatures of both Parties.
- b) This Agreement shall not be assigned to third parties.
- c) This Agreement shall be subject to the laws of Switzerland, without regard to conflicts of laws provisions. The sole place of jurisdiction shall be Zurich.
- d) This Agreement contains the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether written or oral, express or implied.

Signed with the legally valid signatures of the Parties:

Verity Studios AG

Schlieren, _____

Markus Waibel

The Company

Location, Date: _____

Name: _____

Position: _____