

NON-DISCLOSURE AGREEMENT (MUTUAL)

THIS AGREEMENT is made as of INSERT DATE (the "Effective Date").

BETWEEN:

IMAGINATION TECHNOLOGIES LIMITED, whose principal place of business is at Imagination House, Home Park Estate, Kings Langley, Hertfordshire, WD4 8LZ, United Kingdom ("IMG") and its group companies. A "group company" means IMG's parent entity and any entity whose voting shares or membership interests are now or hereafter directly or indirectly controlled by, or under common control with, IMG or its parent entity.

AND INSERT COMPANY LEGAL NAME, whose principal place of business is at COMPANY ADDRESS ("Company").

Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement.

1. Purpose

The parties plan to discuss certain confidential information for the purpose of technical and commercial discussions which may lead to a potential collaboration and a future business relationship (the "Purpose").

2. Confidential Information

- 2.1 Under this Agreement, each party may disclose to the other, certain proprietary or confidential information (whether oral, written or in any other form) described hereinafter as "Confidential Information" and defined more fully below.
- 2.2 For the purposes of this Agreement, "Confidential Information" means any and all information which is now, or at any time hereafter, in the possession of the Discloser and provided to Recipient hereunder, including, without limitation, technical data, business information, know-how, engineering information, marketing materials and financial information and any other material bearing or incorporating any data relating to the Confidential Information, which either is marked as "Confidential" (or with a similar legend) or which a reasonable person would regard as confidential or which, in the case of verbal communication, is identified at the time of disclosure as being confidential. A party shall not disclose to the other party any third party proprietary or confidential information, the disclosure of which would be unlawful or in breach of any agreement with the third party.

3. Confidentiality Measures

To secure the confidentiality of the Confidential Information, the Recipient shall:

- 3.1 not disclose the Confidential Information to any third party;
- 3.2 treat the Confidential Information with at least the same degree of care as the Recipient treats its own similar materials of like importance, which in no case shall be less than a reasonable standard of care having regard to the nature of the Confidential Information;
- 3.3 on the request of the Discloser made at any time, return to the Discloser or, at the option of the Discloser, destroy all documents and other materials in the possession, custody or control of the Recipient that bear or incorporate any part of the Confidential Information and in such case will certify in writing the destruction of same;
- 3.4 not use the Confidential Information disclosed by the other party for its own use or any intention other than to carry out the Purpose;
- 3.5 allow access to the Confidential Information only to those employees, directors, auditors or legal advisers ("Authorised Persons") of the Recipient who need to know such Confidential Information for the Purpose and who shall have been informed of the confidential nature of the Confidential Information and who are under a written agreement or professional obligation of confidentiality with the Recipient, provided Recipient is responsible for any breach of the terms of this Agreement by such Authorised Persons;
- 3.6 notify the Discloser immediately upon discovery of any unauthorised use or disclosure of Confidential Information or any other breach of this Agreement by the Recipient or its Authorised Persons, and cooperate with the Discloser in every reasonable way to help the Discloser regain possession of the Confidential Information and prevent its further unauthorised use or disclosure; and
- 3.7 not modify, reverse engineer, decompile, create other works from, or disassemble any software, firmware or hardware contained in, the Confidential Information of the Discloser without the prior written consent of the Discloser.

4. Exceptions

The Discloser agrees that the Recipient shall have no obligation with respect to any Confidential Information which: (a) the Recipient can prove by documentary evidence was already in its possession and at its free disposal before the disclosure hereunder; (b) is subsequently disclosed to the Recipient without any obligations of confidence by a third party who has not received it directly or indirectly from the Discloser; (c) is or becomes generally available to the public through no act or fault on the part of the Recipient or its agents or employees; (d) the Recipient can prove by documentary evidence is independently developed by the Recipient without reference to the Confidential Information; (e) is approved for release by prior written consent of the Discloser; or (f) is disclosed pursuant to the requirement of law.

CONFIDENTIAL

5. Ownership

All Confidential Information is and shall remain the property of the Discloser. Nothing contained in this Agreement shall be construed as granting or conferring any right, title, or license in respect of the Confidential Information, except the limited right to use the Confidential Information expressly in accordance with the terms of this Agreement.

6. Term and Termination

This Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of five (5) years from the Effective Date. Either party may terminate this Agreement upon ten (10) days written notice to the other party. Upon expiration or termination of this Agreement, the Recipient shall promptly: (i) return all Confidential Information to the Discloser; or (ii) at the Discloser's request, destroy the Confidential Information in accordance with Section 3.3 of this Agreement.

7. Non-Disclosure Period

Notwithstanding any termination or expiration of this Agreement, Recipient's duties with respect to any Confidential Information disclosed to the Recipient shall survive for a period of five (5) years from the date of disclosure.

8. General

- 8.1 All Confidential Information is supplied "as is" and the Discloser shall not be under any duty at any time to disclose or correct any errors and accepts no responsibility or liability for any action taken or losses or expenses incurred by the Recipient as a result. ALL REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED.
- 8.2 Neither party has any obligation under or by virtue of this Agreement to purchase from or furnish to the other party any products or services, or to enter into any other agreement, including but not limited to, a development, purchasing or technological licensing agreement.
- 8.3 Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek (in any court of competent jurisdiction) equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.
- 8.4 The parties to this Agreement are independent contractors. Neither party will have the authority to act for or bind the other in any way, or to represent that either is responsible for the acts of the other. Nothing herein will be construed as forming a partnership, joint venture or agency between the parties.
- 8.5 This Agreement constitutes the complete and exclusive statement of agreement and understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements, or representations, whether oral or written, with respect to the subject matter in it. Each party acknowledges and agrees that no representations were made prior to the entering into of this Agreement and that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out or referred to in this Agreement. For the avoidance of doubt, nothing in this Agreement shall exclude or limit either party's liability for fraudulent misrepresentations or for any fundamental misrepresentation or for any misrepresentation which is unlawful to exclude or limit.
- 8.6 All modifications to this Agreement must be made in writing and must be signed by both parties.
- 8.7 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 8.8 The parties agree to comply with all laws, rules and regulations (including export controls) applicable to the disclosure of Confidential Information. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.9 Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 8.10 This Agreement (and all non-contractual obligations between the parties) shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties have entered into this Agreement as of the Effective Date:

IMAGINATION TECHNOLOGIES LIMITED

COMPANY LEGAL NAME

Signed By: _____

Signed By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CONFIDENTIAL