

# Disney Research, Zurich

## VISITOR CONFIDENTIALITY AGREEMENT

The purpose of this Visitor Confidentiality Agreement ("**Agreement**") is to affirm your understanding and agreement that you will protect and not disclose the Confidential Information (as defined below) of **Disney Research, Zurich**, a division of **The Walt Disney Company (Switzerland) GmbH ("DRZ")** located at Höschgasse 45, CH-8008 Zurich, Switzerland.

Confidential Information includes, but is not limited to, any and all knowledge and trade secrets relating to the projects, research, technical developments, discoveries, inventions, operations, systems, hardware, software, artistic creations, animations, special effects, films, intellectual properties or business and financial affairs of DRZ that are not disclosed to the general public by DRZ.

You may be given limited and temporary access to the DRZ facilities (the "**Facilities**") as a special privilege extended to you as a guest of DRZ. Your access to the Facilities and your interaction with DRZ are subject to the terms of this Agreement. Access to the Facilities is strictly limited to those areas of the Facilities that are explicitly authorized by DRZ staff. Unless specifically instructed by an authorized DRZ executive, you may not handle, move, or remove any technology, research, artwork, documents, software, materials or information of any kind and you may not create any photographs, images, video recordings, audio recordings or other transcriptions or recordings of any kind while visiting the Facilities. You shall comply with all of DRZ's security and access control rules.


Any Confidential Information or knowledge acquired by you during or as a result of your access to the Facilities or during or as a result of your interaction with DRZ shall be strictly maintained in confidence by you and may not be used, published, divulged, distributed or transferred to any other person, firm, or corporation and may not be used or reproduced by you for any purpose or in any manner whatsoever without the prior express written permission of DRZ, which permission DRZ may withhold in its sole discretion.

It is expressly understood that your visit, or any disclosure by DRZ, does not constitute a public use, disclosure, sale or offer for sale of any DRZ product, equipment, process or service. Nothing in this Agreement shall be deemed or construed to grant you a license to use, exploit or further develop any Confidential Information.

If and to the extent you disclose any information, ideas, concepts or plans to DRZ during or as a result of your visit or during or as a result of your interaction with DRZ, you understand and agree that such disclosure shall not be considered confidential and may be used or disclosed by DRZ or any of its affiliates without compensation, liability or other obligation to you.

You shall take all reasonable precautions to ensure compliance with the terms and conditions of this Agreement. You acknowledge that a breach of any of the terms or conditions set forth in this Agreement will constitute a material breach of this Agreement and will cause irreparable injury to DRZ that is not readily measurable in money, and for which DRZ, without waiving any other rights and remedies, shall be entitled to injunctive relief. This Visitor Confidentiality Agreement is governed by the laws of Switzerland, without giving effect to any principles of conflicts of law. Place of jurisdiction is Zurich.

**Acceptance of Agreement.** I hereby certify that I have read and accepted this Visitor Confidentiality Agreement and by my signature below I agree to the terms and conditions of this Agreement.

<b>Place:</b>	<b>Zurich, Switzerland</b>	<b>Date:</b> 29.07.2021
<b>Signature:</b>		
<b>Print Name / Title:</b>	David Colonna	
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