

NON-DISCLOSURE AND WAIVER AGREEMENT

THIS AGREEMENT is entered into between the following parties (the "**Parties**") as of the later of the signature dates set forth below:

JADU AR INC., a Delaware corporation with a principal place of business at 3415 S. Sepulveda Blvd., Suite 1152, Los Angeles, California 90034 ("**Jadu**"); and

[NAME] an individual with an e-mail address of [EMAIL ADDRESS] ("**Applicant**").

WHEREAS, Applicant wishes to complete Jadu's technical test (the "**Test**") as part of Jadu's job application process; and

WHEREAS, in order to facilitate the Test, Jadu may disclose certain confidential and proprietary technical, and business information, and Applicant may provide Jadu with certain work product;

NOW THEREFORE, the Parties agree to the following:

1. Information. The term "**Information**" means all specifications, drawings, reports, plans, forecasts, strategies, current or historical data, contracts, computer programs or documentation and all technical, financial or business data, whether written or oral, and including any of the foregoing of affiliated entities, business partners, licensors, licensees and other third parties that is disclosed to Applicant pursuant to the Test or the Jadu application process.

2. Proprietary Information. The term "**Proprietary Information**" means Information that is not generally available and that Jadu desires to protect against unrestricted disclosure or competitive use.

3. Limitation on Disclosure and Use. Applicant shall, for a period of five (5) years, maintain the confidentiality of all Proprietary Information, and shall use the Proprietary Information only for the purpose of taking the Test and the Jadu application process for no other purpose. Notwithstanding the foregoing, any Proprietary Information that may be protected as a trade secret under applicable law shall continue to be Proprietary Information subject to the terms hereof until such time as such Information may no longer be protected as a trade secret under applicable law. Applicant shall promptly notify Jadu of all details known to Applicant of any unauthorized disclosure so that Jadu may take any actions to limit any loss caused by such unauthorized disclosure.

4. Exclusions. The obligations imposed upon Applicant hereunder shall not apply to

Information, whether or not designated as Proprietary Information, that:

(a) Is publicly known when first disclosed to Applicant, or becomes publicly known through no act of Applicant;

(b) Is already known to Applicant at the time it is first disclosed, as evidenced by contemporaneous documentation to that effect;

(c) Applicant is required to produce by law or by request from law enforcement, provided that reasonably prompt notice is given to Jadu prior to such production; or

(d) Is rightfully received by Applicant, without restriction on disclosure, from a third party that is not under an obligation of confidentiality to Jadu.

5. Test Work Product; Waiver. Jadu is continually developing concepts, content and features, both internally and with other parties. These developments may be similar or identical to one or more concepts, designs or other content developed or created by Applicant through the Test (the "**Test Work Product**"). Jadu will have no obligation to limit or modify the scope of its past, present or future developments and exploitation thereof because of any such common element(s) with Applicant's creation or development of the Test Work Product, nor will the Company have any liability to Applicant with respect to such developments or exploitation. APPLICANT HEREBY DISCLAIMS ANY OWNERSHIP OR OTHER RIGHTS IN THE TEST WORK PRODUCT, INCLUDING WITHOUT LIMITATION UNDER PATENT, COPYRIGHT, TRADEMARK OR TRADE SECRET LAWS, AND IRREVOCABLY WAIVES ANY RIGHT TO COMPENSATION, DAMAGES OR ATTRIBUTION WITH RESPECT TO ANY USE OR PURPORTED USE OR EXPLOITATION OF THE TEST WORK PRODUCT OR ANY PORTION THEREOF BY JADU OR ANY AFFILIATED PERSON OR ENTITY. APPLICANT SHALL NOT INSTITUTE ANY CLAIM, LEGAL ACTION OR PROCESS AGAINST JADU OR ANY AFFILIATED PERSON OR ENTITY FOR ANY USE OR PURPORTED USE OR EXPLOITATION OF THE TEST WORK PRODUCT OR ANY PORTION THEREOF. APPLICANT ACKNOWLEDGES THAT APPLICANT'S AGREEMENT TO THE TERMS OF THIS SECTION 5 IS PROVIDED AS PARTIAL CONSIDERATION FOR JADU'S CONSIDERATION OF APPLICANT FOR A POSITION WITH JADU, AND THAT JADU WOULD NOT PROCEED WITH SUCH CONSIDERATION IF APPLICANT DID NOT AGREE THERETO.

6. Return; Destruction. All Proprietary Information shall remain the property of the Jadu

and shall not be retained by Applicant in any form, and if retained shall be returned or (only at Jadu's option) destroyed by Applicant immediately upon request by Jadu.

7. General.

(a) Applicant acknowledges that Jadu's disclosure of Proprietary Information creates a relationship in which Jadu is placing confidence and trust in Applicant, and that the unauthorized disclosure or use of such information could cause irreparable harm and significant injury that may be difficult to ascertain. Accordingly, in the event of a breach of this Agreement, Applicant agrees that Jadu shall have the right to seek an immediate injunction or other applicable relief enjoining any such breach.

(b) This Agreement is the entire agreement of the Parties relating to Proprietary Information and the Test Work Product, and supersedes any prior or contemporaneous oral or written representation with respect to the subject matter hereof. This Agreement may not be modified except by a writing signed by both Parties.

(c) If any part of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to replace the invalid or unenforceable part with provisions that are valid and enforceable and effectuate insofar as possible the basic purposes of the invalid part.

(d) No rights or obligations of Applicant under this Agreement may be assigned without the prior written consent of Jadu.


(e) The Parties consent to execution of this Agreement by facsimile and digital signatures in multiple copies, each of which shall have the same force and effect as a manually-signed original.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflict of laws principles, and the parties hereby submit to the exclusive jurisdiction of the state and federal courts with jurisdiction over Los Angeles County, California, USA and waive any rights to object to such jurisdiction including on the basis that is an inconvenient forum.

This Agreement is executed by the authorized representatives of the Parties as of the later of the dates set forth below.

JADU AR INC.

By: _____
Name: Jake Sally
Title: COO
Date:


Name: _____
Date: