



## NON-DISCLOSURE AGREEMENT

In connection with a proposed business relationship, GoPro Inc. ("Company") has allowed you ( ) access to our facility with potential exposure to documentation or information relating to our business, technology, materials, or ideas ("Confidential Information").

In consideration of any disclosure and any negotiations concerning the proposed business relationship, you agree as follows:

1. You will hold in confidence and will not possess or use (except as required to evaluate the proposed business relationship within the U.S.) or disclose any Confidential Information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by Company or (c) was properly disclosed to you by another person without restriction. You will not photograph, reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. The foregoing does not grant you a license in or to any of the Confidential Information.
2. If you decide not to proceed with the proposed business relationship or if asked by Company, you will promptly return all Confidential Information and all copies, extracts and other objects or items in which Confidential Information may be contained or embodied.
3. You will promptly notify Company of any unauthorized release, disclosure or use of Confidential Information.
4. You understand that this agreement does not obligate Company to disclose any information or negotiate or enter into any agreement or relationship. You will strictly abide by any and all instructions and restrictions provided by Company from time to time with respect to Confidential Information or Company systems. You will ensure the security of any facilities, machines, accounts, passwords and methods you use to store any Confidential Information or to access Company systems and ensure that no other person has or obtains access thereto.
5. The terms of this agreement will remain in effect with respect to any particular Confidential Information until you can document that such Confidential Information falls into one of the exceptions stated in Paragraph 1 above.
6. You acknowledge and agree that due to the unique nature of the Confidential Information, any breach of this agreement would cause irreparable harm to Company for which damages are not an adequate remedy, and that Company shall therefore be entitled to equitable relief in addition to all other remedies available at law.
7. Until two years after the later of (i) the date of this agreement or (ii) the last disclosure of Confidential Information to you, you will not encourage or solicit any employee or consultant of Company to leave Company for any reason.
8. This agreement is personal to you, is non-assignable by you, is governed by the internal laws of California

and may be modified or waived only in writing signed by both parties. If any provision of this agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this agreement shall be entitled to recover attorneys' fees and costs.

ACKNOWLEDGED AND AGREED ON ,20 :

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

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**\*\*If the above signatory is under 18 years old\*\***

I am the parent (or legal guardian) of the minor child signing above and I hereby consent to the foregoing on behalf of such minor child and personally join in the representations set forth above. I also agree to indemnify and hold GoPro harmless from and against any loss, damages, cost or expense (including reasonable attorneys' fees) incurred by GoPro as a result of any third party claim or suit asserted against GoPro relating to my minor child's obligations or anything stated herein.

ACKNOWLEDGED AND AGREED:

PARENT/GUARDIAN Signature: \_\_\_\_\_

PARENT/GUARDIAN Print Name: \_\_\_\_\_