

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into on this Jun 7, 2022, by SHANTANU SHRIPAD MANE, a/an individual with an address at 10, Nichi CHS, Shivrushthi, Kurla East, Mumbai - 400024, Maharashtra, India. ("Recipient") for the benefit of Hi-Rez Studios, Inc., a Delaware corporation ("Hi-Rez").

RECITALS

WHEREAS, Recipient has received or will receive information from Hi-Rez in connection with Recipient's job interview with Hi-Rez (the "Interview").

WHEREAS, in the course of undertaking the Interview, Hi-Rez may disclose to Recipient confidential, important, and/or proprietary trade secret information concerning Hi-Rez and its activities.

AGREEMENT

NOW, THEREFORE, Recipient agrees as follows:

1. DEFINITIONS.

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of Hi-Rez or its subsidiaries or affiliates. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of Hi-Rez or its subsidiaries or affiliates whether or not such information is identified as Confidential Information by Hi-Rez. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing:

Game setting, game genre, game design, game mechanics, game art style and content, game technology, game user interface and control, game music and sound effects, customer lists, customer and supplier identities and characteristics, agreements, marketing knowledge and information, sales figures, pricing information, business plans, marketing plans (including, without limitation, Esports plans), strategies, forecasts, financial information, budgets, software, research papers, projections, procedures, routines, quality control and manufacturing procedures, processes, formulas, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, plans, sketches, specifications, drawings, models, and any other information or procedures that are treated as or designated secret or confidential by Hi-Rez or its customers or potential customers.

2. EXCLUSIONS.

Confidential Information does not include information that Recipient can demonstrate: (a) was in Recipient's possession prior to it being furnished to Recipient under the terms of this Agreement, as demonstrated by written instrument and provided the source of that information was not known by Recipient to be bound by a confidentiality agreement with or other continual, legal, or fiduciary obligation of confidentiality to Hi-Rez; (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known to the public; or (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to Hi-Rez.

3. CONFIDENTIALITY.

Recipient shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in **Section 4** of this Agreement, and shall hold and maintain the Confidential Information in the strictest confidence. Recipient hereby agrees to indemnify Hi-Rez against any and all losses, damages,

claims, expenses, and attorneys fees incurred or suffered by Hi-Rez as a result of a breach of this Agreement by Recipient.

4. REQUIRED DISCLOSURES.

Recipient may disclose Hi-Rez's Confidential Information if and to the extent that such disclosure is required by court order; provided, however, that Recipient provides Hi-Rez a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

5. USE.

Recipient shall use the Confidential Information solely for the purpose of undertaking the Interview with Hi-Rez and shall not in any way use the Confidential Information to the detriment of Hi-Rez. Nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any of Hi-Rez's Confidential Information.

6. RETURN OF DOCUMENTS.

Recipient shall immediately, at any time upon the request of Hi-Rez for any reason, return to Hi-Rez any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information. The returning of materials shall not relieve Recipient from compliance with other terms and conditions of this Agreement.

7. IRREPARABLE HARM.

Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Hi-Rez irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Hi-Rez shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Hi-Rez shall deem appropriate. Such right of Hi-Rez is to be in addition to the remedies otherwise available to Hi-Rez at law or in equity. Recipient expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by Hi-Rez.

8. SURVIVAL.

This Agreement shall continue in full force and effect at all times.

9. SUCCESSORS AND ASSIGNS.

This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable.

10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Fulton County, Georgia, in any action arising out of or relating to this Agreement, and waive any other venue to which either party might be entitled by domicile or otherwise.

11. ATTORNEY'S FEES.


If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reimbursement for reasonable attorneys' fees and costs.

12. ENTIRE AGREEMENT.

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations, and understandings, whether written or oral, with respect to the subject matter. This Agreement is not, however, to limit any rights that Hi-Rez may have under trade secret, copyright, patent, or other laws that may be available to Hi-Rez. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

IN WITNESS WHEREOF, Recipient has executed this Agreement and agrees with the provisions of this Agreement.

RECIPIENT

By:  _____
By: [SHANTANU SHRIPAD MANE \(Jun 7, 2022 09:35 GMT\)](#)

Name: SHANTANU SHRIPAD MANE