NON-DISCLOSURE AGREEMENT

B E T W E E N:

CRYTEK GMBH, a duly incorporated company having its principal office at Hugo-Junkers-Strasse 3, 60386 Frankfurt am Main, Germany

(hereinafter referred to as "**Crytek**")

- and -

Shantanu Shripad Mane
……………………………………………………………………………………..,

an individual whose principal address is:

10, Nichi CHS, Shivsrushti, Kurla East,
………………………………………………………………………………….

Mumbai - 400024, Maharashtra, India
………………………………………………………………………………….

(hereinafter referred to as "**Individual**")

WHEREAS Crytek is in the business of developing and distributing computer and video games and 3D-Technologies such as CryENGINE, CryENGINE Sandbox;

AND WHEREAS Individual has skills and experience of interest to .Gameplay Programmer position

AND WHEREAS Crytek and Individual have agreed to meet to discuss and explore a possible business relationship (the "**Purpose**");

AND WHEREAS information of a confidential nature may be disclosed by one party to the other in connection with the Purpose;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein the parties mutually agree as follows:

1   In this Agreement, the term "Confidential Information" shall mean any information designated as confidential, the economic terms of any agreement between the parties, the nature of the relationship between the parties, any trade secrets in relation to the Purpose, any information relating to the parties' products, plans, product designs, product costs, product prices, product names, finances, marketing plans, business opportunities, business plans, marketing concepts and plans, personnel, research, development, or know-how, and the parties' source codes, including without limitation its underlying logic and concepts but will not include information which (i) is already known to the recipient of the information at the time that the Confidential Information was received, (ii) is or becomes a part of the public knowledge or literature or is or becomes publicly known, not as a result of any action by the recipient of the information, (iii) is received by the recipient from a third party without knowledge of any violation of confidentiality, and (iv) is disclosed by operation of law, regulation or court order.

2   The parties shall use Confidential Information solely to the limited extent necessary for the Purpose. The parties shall prevent and not allow any Confidential Information or materials to be disclosed, used, sold, assigned, leased, sub-licensed, commercially exploited or marketed in any way or manner by the parties or its employees, agents or representatives to any third parties. All companies that are connected with one party according to § 15 of the German stock corporation act (Aktiengesetz) shall not be considered to be third parties according this Agreement but are subject to the obligations of this Agreement and each party shall be liable for its affiliates. The parties shall limit disclosure of Confidential Information to those of its employees who have "reason to be exposed to it" as determined in the parties' business judgment being

mindful of the concerns of disclosure articulated herein and then only to those of its employees who have agreed in writing to abide by the non-disclosure requirements of this Agreement. Any such Confidential Information shall be protected by the recipient from disclosure to others with at least the same degree of care as that which is accorded its own proprietary information, but in no event with less than reasonable care This obligation shall not prevent Crytek or Individual from using or disclosing to others information already known to it, or information independently developed by it, nor shall this obligation prevent Crytek or Individual from developing or marketing any product which is developed without reliance on the Confidential Information. The parties and their representatives may give third parties access to Confidential Information of the other party only subject to the other party's prior written approval and only subject to the third party signing a written non-disclosure agreement pursuant to the rules of this Agreement.

3   At the earlier of (a) the date when the recipient shall no longer reasonably require the Confidential Information for the Purpose and (b) the date that the recipient is requested to return or destroy the Confidential Information by the other, the recipient shall immediately discontinue the use of the Confidential Information and return the Confidential Information and all copies thereof in all material forms under the power or control of the recipient to the other party.

4   The parties agree that neither party shall be obligated to the other to enter into an agreement with respect to the Purpose. This Agreement is not a joint venture or other such business arrangement and any agreement between the parties as to joint business activities will be set forth in subsequent agreements.

5.   Notwithstanding the cessation of discussions or the successful completion of a potential business relationship Confidential Information shall remain confidential pursuant to the terms and provisions of this Agreement in perpetuity.

6   Both parties understand and acknowledge that the other party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The receiving party shall not be entitled to rely on the accuracy or completeness of any Confidential Material but shall be entitled to rely solely on such representations or warranties that are made in a final definitive agreement, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

7   This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and with respect to the matter contained herein and supersedes all prior agreements or understandings.

8   No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

9   If a court or other lawful authority of competent jurisdiction declares any provision or clause of this Agreement invalid, illegal or unenforceable, this Agreement will continue in full force and effect with respect to all other provisions and clauses and all rights and remedies accrued under such other provisions and clauses will survive any such declaration.

10   This Agreement shall be exclusively governed by the laws of Germany and all and any disputes shall be exclusively referred to the Courts of Germany.

          IN WITNESS WHEREOF this Agreement has been signed for and on behalf of the parties on the dates set forth below.

Crytek GmbH   Individual

Signature:_____   Signature:_____

Print Name: _Marius Kinn_   Print Name: __Shantanu Shripad Mane__

its authorized signatory

                                                            Date & Location: _January 19 2021, Mumbai, MH, India_