

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT is entered into by and between Humble Bundle Inc. and Recipient,

1. Definition. "Confidential Information" means any information or material which is proprietary to each party or designated as Confidential Information by either party whether or not owned or developed by each party, which is not generally known other than by that party itself, and which each party may obtain knowledge of through or as a result of the relationship established with the other party.

Without limiting the generality of the foregoing Confidential Information includes, but is not limited to, the following types of information, and other information of a similar nature (whether or not reduced to writing or still in development): designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, new product or new technology information, marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names or trademarks), customer names and other information related to customers, pricing policies, and financial information.

Confidential Information will not include information that (i) is independently developed by either party- (ii) either party lawfully obtains from any third party who has lawfully obtained such information; or (iii) is later published or generally disclosed to the public by the party who owns such Confidential Information.

2. Competitive Advantage. Both parties understand and acknowledge that such confidential Information has been developed or obtained by the other party by the investment of significant time, effort and expense, and that such Confidential Information provides each party with a significant competitive advantage in its business.

3. Non-Disclosure Obligations. Each party agrees to hold in confidence and not to disclose or reveal to any person or entity the Confidential Information received hereunder- Each party agrees not to use or disclose any of the Confidential Information received hereunder for any purpose at any time, other than for the limited purpose(s) of this confidence. Each party agrees to protect the Confidential Information with same degree of care that they exercise in protecting their own confidential information.

4. Materials and Return. It is understood that each party may furnish to the other party certain materials, either in writing or otherwise fixed in tangible form, The parties agree that any and all of these materials will be furnished in confidence and all of the terms and conditions of this Agreement will apply to the disclosure or furnishing of these materials.

Each party will not copy, alter, modify, disassemble, reverse engineer or decompile any of these materials without the prior written consent of the other party. In addition, each party agrees to return to the other party any and all of these materials, together with any copies (including but not limited to, complete or partial copies incorporated into other materials) that may have been made, promptly upon the request of the providing party or, if not requested earlier, promptly after the purpose(s) for which they were furnished have been accomplished or abandoned.

5. Copies Prohibited. Neither party may copy any Confidential Information for any reason whatsoever without the prior written consent of the other party.

6. Assignment Prohibited. This Agreement will not be assignable by either party and neither party may delegate its duties hereunder.

7. No License. Nothing in this Agreement will be construed as creating any obligation on the part of either party to disclose any Confidential Information whatsoever. Nothing in this Agreement will be construed as granting each party any license or any other rights with respect to the other party's proprietary rights or Confidential Information.

8. No Obligations. Nothing contained in this Agreement will be construed as creating any obligation or an expectation on the part of either party to enter into a business relationship with the other party, or an obligation to refrain from entering into a business relationship with any third party.

9. Entirety and Governing Law. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter and supersedes all other oral or written representations and understandings. This Agreement will be governed by the law of the State of California. This Agreement may not be modified, except in writing signed in advance by authorized representatives of Humble Bundle Inc. and Recipient.

10. Binding Effect. Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the person or corporation set forth above his or her signature below.

The parties have executed this Agreement as of the dates set forth below.

Signed by Humble Bundle Inc.