

## NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of March 10, 2022 by and between Mercer Project, Corp., a New York corporation located at 158 Grand Street, #203, New York, New 10013 ("Company"), and the recipient listed on the signature page below ("Recipient").

As consideration for Company disclosing certain proprietary and confidential information to Recipient and in order to protect and maintain the confidentiality of such proprietary and confidential information, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient agrees with Company as follows:

1. Purpose. Based upon the previous discussions relating to the possibility of Recipient participating with Company in a potential business opportunity relating to Digital/VR Work for Hire created and owned by Company (collectively, the "Project") and the development, production, advertising, promotion, sale, marketing, broadcast, exhibition, reproduction, display, licensing, distribution and/or exploitation thereof (the "Business Opportunity"), and in order to proceed with such discussions, Recipient recognizes that Company will be furnishing Recipient with Confidential Information (as defined below) concerning the Project and the Business Opportunity, and Company and Company's business. Recipient understands that by entering into this Agreement, no rights relating to the Confidential Information, including the Project, are being granted or transferred to Recipient.
2. "Confidential Information" means information and data of a confidential or proprietary nature obtained or learned from Company, whether orally, in written form, in visual, digital or electronic form or otherwise, and regardless of whether or not identified as confidential, including, without limitation, any or all of the following: the terms and existence of this Agreement; the Project; the Business Opportunity; methodologies and processes; social media strategies, methodologies and processes; artwork and other creative materials; sketches; drawings; designs; paintings; sculptures; installations; samples; prototypes; models; improvements; services; technologies; research and development; discoveries; inventions; work-in-progress; content; know-how; ideas; animation; concepts; products; product descriptions; product placements; ancillary project opportunities; proprietary software information; distribution; digital materials; patents; trademarks; copyrights; other intellectual property; intellectual property applications and registrations; software descriptions; source code; object code; product roadmaps; computer programming techniques; specifications; procedures; web site information; internet information; passwords; data and other information relating to or embodied in software; dongles; mechanical and electrical hardware and other technology; contracts; financial information; developments; business strategies; techniques; systems; methods and data; sales and transaction data pricing and costs; opinions; pro formas; financial records; financial statements; accounts; billing methods; practices; operating procedures; projections; budgets; files; records; copies of documents; photographs; worksheets; price lists; rate sheets; pricing policies; flow charts; client, affiliate, principal, customer, officer, employee, independent contractor, vendor, broadcaster, network and television station information; employee files; release schedules; database information; computer programs; current and prospective clients; customer names; client data; client property and materials; projects in development; client projects; project names; pitch presentations; outlines; story ideas; stories; plots; themes; treatments; scripts; bibles; commercials; call sheets; advertising and promotions and literary material; locations; characters; character descriptions and summaries; story arc descriptions and summaries; storyboards; productions; programs; shows; footage; cue sheets; dramatic, graphic and literary material; compositions, musical material and sound recordings; music library information; music licensing information; performing rights organization information; production techniques; written and unwritten marketing plans; business plans; marketing results; marketing techniques, strategies and materials; executive summaries; computer programming techniques and all record-bearing media containing or disclosing such information and trade secrets of every kind and character and other proprietary and/or personal information regarding Company, Company's business, Company's clients' businesses, Roy Nachum and Roy Nachum's spouse, family members and representatives. Confidential Information does not include (a) information which is or becomes known publicly through no fault of Recipient or Recipient's Constituents (as defined below); (b) information which has been independently developed by Recipient as evidenced by written records of Recipient (in which case Recipient shall inform Company of such

fact within five (5) business days from the date of disclosure by Company); and (c) information requested or required by any Federal, State or local court or agency.

3. Non-Use and Non-Disclosure of Confidential Information. Recipient, and its officers, directors, shareholders, principals, members, managers, employees, affiliates, licensees, distributors, manufacturers, successors, assigns, attorneys, accountants, business managers, companies, parent companies, divisions, subsidiaries, contractors, representatives and agents (collectively, "Constituents") agree, in perpetuity, not to use in any manner, disseminate or disclose, directly or indirectly, to any third party other than Recipient's employees on a strict need-to-know basis only, any Confidential Information, and not to use in any manner any Confidential Information for its own purpose or for any purpose except for evaluation and discussion of the Business Opportunity. Recipient shall require each such employee to retain in confidence the Confidential Information pursuant to a written nondisclosure agreement between Recipient and its employee that is no less protective of the Confidential Information than this Agreement.
4. Mandatory Disclosure. In the event that Recipient or any of its Constituents is requested or required by legal process to disclose any of the Confidential Information of Company, Recipient shall give prompt notice so that Company may seek a protective order or other appropriate relief. In the event that such a protective order is not obtained, Recipient shall seek confidential treatment thereof, and shall disclose only that portion of the Confidential Information which Recipient's counsel advises that Recipient is legally required to disclose.
5. Written Agreement. Recipient shall not proceed, directly or indirectly, with the development of the Project or any products, services, ideas, concepts or productions Company has presented to Recipient as part of the Confidential Information, unless the parties enter into a definitive, written agreement regarding the Business Opportunity.
6. No Obligation. Either party may choose to elect not to proceed with a definitive, written agreement with the other party by giving the other party written notice of such intention. Notwithstanding any such election by either party, Recipient agrees that Recipient will not, and it will cause its Constituents not to, use or disclose the Confidential Information to any individual or entity, subject to the exceptions contained in Paragraph 2 hereof.  
Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Business Opportunity; provided that all of the provisions contained herein shall survive and remain in full force and effect.
7. Return of Confidential Information. After Recipient has concluded its evaluation of the Business Opportunity or Recipient does not enter into a definitive, written agreement with Company regarding the Business Opportunity, Recipient shall promptly return to Company all Confidential Information in Recipient's possession or control (and all copies thereof), or, if requested by Company, destroy some or all Confidential Information and all copies thereof and certify to Company in writing that Recipient has done so.
8. Non-circumvent. Recipient acknowledges that the relationships Company has with persons, trusts, businesses, corporations, partnerships and other entities relating to the Project, the Business Opportunity and/or Confidential Information constitute for Company valuable business relationships, the deprivation or diminishment of which would substantially and irreparably damage Company. Recipient agrees, therefore, by executing this Agreement, that neither Recipient nor its Constituents will in any way, directly or indirectly, initiate, approach, deal with, seek to enter, or enter into any contract or arrangement with any persons, trusts, businesses, corporations, partnerships and other entities relating to the Project, the Business Opportunity and/or Confidential Information introduced, referenced or referred, directly or indirectly, to  
Recipient or its Constituents relating to the Project and Confidential Information without the prior written consent of Company, including, without limitation, solicit any persons, trusts, businesses, corporations, partnerships and other entities relating to the Project, the Business Opportunity and/or Confidential Information for the provision of services to them independently of Company.
9. No Duplication. In no event shall Recipient or Recipient's Constituents use the Confidential Information to compete with Company or be permitted, directly or indirectly, to duplicate, translate, reverse engineer, decompile

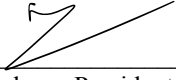
or disassemble or attempt to duplicate, translate, reverse engineer, decompile or disassemble, in any way, or create derivative works of, the Confidential Information or other related materials obtained or learned from Company for its own benefit, directly or indirectly, or for any third party, including any of the Constituents.

10. No License or Rights. As between the parties, all right, title or interest in and to the Confidential Information will remain with Company. Nothing in this Agreement is intended to or shall grant any license or rights to Recipient under any patent, trademark, copyright or any other proprietary right, nor shall this Agreement grant to Recipient any license in or to any other Confidential Information. Any such license must be express and in writing. Neither Recipient nor its Constituents nor any other third party shall acquire or be transferred any ownership interest or right, title or interest in such Confidential Information or other property of Company by virtue of this Agreement.
11. No Representations or Warranties Concerning Confidential Information. Recipient acknowledges that neither Company nor any of its Constituents is making any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information. Recipient also agrees that neither it nor any of its Constituents is entitled to rely on the accuracy or completeness of any Confidential Information and that it and they shall be entitled to rely solely on such representations and warranties regarding Confidential Information as may be made to Recipient in any definitive, written agreement regarding the Business Opportunity. Neither Company nor any of its Constituents shall have any liability to Recipient and any of its Constituents resulting from any permitted use by Recipient and/or its Constituents of any Confidential Information provided to them hereunder in connection with the Business Opportunity.
12. Governing Law; Jurisdiction and Venue. The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without reference to choice or conflicts of law principles. Any and all suits or actions, whether federal or state, for any breach of this Agreement or otherwise shall be filed and prosecuted in any court of competent jurisdiction in New York, New York. The parties hereto hereby submit to the jurisdiction of the courts in New York, New York, and hereby agree that service of process may be effected by certified mail, return receipt requested, postage prepaid. Each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such suit or action in any such court. If any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by any party of such party's obligations under this Agreement or otherwise, the prevailing party shall recover all of such party's attorneys' fees and costs incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom.
13. Miscellaneous. Recipient agrees that this Agreement shall be binding upon Recipient and each of Recipient's Constituents and that Recipient shall remain liable for any breach or violation of the terms and purposes of this Agreement by Recipient or any of Recipient's Constituents. Recipient acknowledges that the unauthorized use or disclosure of the Confidential Information shall cause irreparable harm and significant injury, for which remedies at law will be inadequate. Accordingly, Recipient agrees that Company will have the right to seek immediate injunctive relief enjoining any breach or threatened breach of this Agreement, without the requirement of posting any bond and without limiting Company's right to pursue any and all rights and remedies at law or in equity for such breach. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, un-enforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction. Neither Recipient

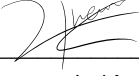
nor any of its Constituents shall issue or authorize, directly or indirectly, the dissemination of any publicity or other information regarding the existence of this Agreement or the relationship between Company and Recipient, to any person or entity for any purpose whatsoever, without the prior written consent of Company. **Each party acknowledges that such party had the right and opportunity to seek independent legal counsel of such party's own choosing in connection with the execution of this Agreement, and each party represents to the other party that such party has either done so or that such party has voluntarily declined to do so, free from coercion, duress or fraud.** This Agreement may be executed by facsimile or electronic scanned copy, and signatures on a facsimile or scanned copy hereof shall be deemed authorized original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

MERCER PROJECT, CORP

By:   
Roy Nachum, President

“RECIPIENT”

By:   
Name: Luthfor Khan  
Title: \_\_\_\_\_