



NON-DISCLOSURE AGREEMENT

AGREEMENT, dated as of 12th October 2021, by and between **Anomaly London, LLP** (the "Company"), and ROBLOX (the "Receiving Party").

In connection with certain discussions between the Company and the Receiving Party regarding a potential business relationship between the parties (referred to herein as the "Business Purpose"), the Receiving Party wishes to obtain access to certain ideas and certain confidential information of the Company.

In order to induce the Company to engage in discussions and share ideas and confidential information with the Receiving Party, each party hereby agrees as follows:

1. Confidential Information.

(a) As used herein, "Confidential Information" means all ideas and all non-public, confidential or proprietary information and materials which the Receiving Party receives or acquires from or on behalf of the Company, regardless of the form or manner in which such information is received or acquired by the Receiving Party. Confidential Information shall include, without limitation, all information related to the Company's technology, know-how, products, services and markets (and potential products, services and markets), intellectual properties, management policies, marketing plans, business plans, and financial and other data. Confidential Information shall be deemed to include all notes, summaries, analyses, studies or other documents prepared by the Receiving Party which contain, reflect or are based upon, in whole or in part, Confidential Information.

(b) Confidential Information will not include information which the Receiving Party can demonstrate: (i) is or becomes publicly available through no act or failure to act on the part of the Receiving Party; (ii) was known by the Receiving Party prior to disclosure to the Receiving Party; or (iii) properly comes into the Receiving Party's possession from a third party which the Receiving Party knows is not under any obligation to maintain the confidentiality of such information.

2. Non-Disclosure.

(a) The Receiving Party agrees that it will: (i) hold the Confidential Information in strict confidence and only use the Confidential Information for the Business Purpose in strict compliance with this Agreement; (ii) not disclose the Confidential Information to any person or entity; (iii) not remove any copyright notice, trademark notice, and/or other proprietary legend set forth on or contained within any of the Confidential Information, (iv) take all protective measures necessary to safeguard Confidential Information, such measures to be not less than the highest degree of care that Receiving Party utilizes to protect its own confidential information of a similar nature; and (v) not disassemble or decompile any of the Company's products containing Confidential Information or otherwise attempt to reverse engineer the design and function of such products. Notwithstanding the preceding sentence, the Receiving Party may disclose Confidential Information to its employees, directors, officers, attorneys, accountants, financial advisors, and agents (collectively "Representatives") who have a bona fide need to know, but only to the extent necessary to carry out the Business Purpose, and only to the extent such Representatives agree in writing to be bound by the terms of this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

(b) The Receiving Party may disclose Confidential Information pursuant to a judicial or other government order, provided that the Receiving Party shall provide the Company with prompt notice prior to any disclosure so that the Company may seek other legal remedies to maintain the confidentiality of such Confidential Information, and the Receiving Party shall comply with any applicable protective order or equivalent. The Receiving Party hereby acknowledges that all Confidential Information is and will remain the sole property of the Company. Each party agrees that nothing contained in this Agreement will be construed as



granting to the Receiving Party any rights, by license or otherwise, to any Confidential Information of the Company. The Receiving Party understands and acknowledges that the Company is not making any representation or warranty, express or implied, as to the accuracy or completeness of Confidential Information disclosed hereunder. The Company shall have no liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement

3. Remedies.

The Receiving Party acknowledges and agrees that the unauthorized use or disclosure of Confidential Information will cause irreparable harm and significant injury to the Company for which money damages may be inadequate and/or difficult to ascertain. Accordingly, the Receiving Party agrees that in the event of a breach or threatened breach of this Agreement, the Company shall have the right to seek an immediate injunction enjoining such breach without being required to post a bond or other security. The Receiving Party agrees further that, if it fails to comply with any of its obligations as set forth herein, the Company shall be entitled to an accounting and repayment of all forms of revenue, commissions, or benefits which Receiving Party directly or indirectly realizes as a result of or arising in connection with any such failure to comply. The remedies in this section shall be in addition to and not in lieu of, any other remedies available to the Company, including but not limited to monetary damages. In addition, the Receiving Party agrees to indemnify and hold the Company harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable attorneys' fees and expenses) which result from a breach or threatened breach of any of Receiving Party's agreements herein.

4. No Commitment.

Nothing in this Agreement nor in any discussion undertaken nor disclosures made pursuant to this Agreement shall be deemed a commitment to disclose any information or to engage in any business relationship, contract or future dealing. In addition, nothing in this Agreement shall be deemed to limit either party's right to conduct similar discussions or perform similar activities to those undertaken in accordance with this Agreement, unless such discussions or activities are in violation of the terms hereof.

5. Return of Materials.

Upon termination of the parties' discussions regarding the Business Purpose or at any time upon the Company's request, the Receiving Party will promptly return to the Company all copies of Confidential Information in tangible form which are in the Receiving Party's possession or control, including copies, notes or extracts prepared by the Receiving Party. The Receiving Party agrees that the Receiving Party will not retain photocopies or other reproductions or transcriptions of any materials containing Confidential Information.

6. Term.

The term of this Agreement shall commence upon the date first written above and shall continue in full force and effect as long as the Company, its affiliates, clients, former clients or prospective clients continue to maintain any of the Confidential Information as confidential and proprietary.

7. No Assignment.

Neither party may assign this Agreement, nor may either party's rights hereunder be assigned or otherwise transferred to any third party, without the other party's prior written consent. Any attempted or purported assignment or other such transfer by either party to any third party without the other party's consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and for the benefit of the Company and the Receiving Party and each of their respective successors and permitted assigns, and no other person shall acquire or have any rights under this Agreement.



8. Governing Law.

This Agreement shall be governed by the laws of the United Kingdom without giving effect to the conflicts of law principles thereof.

9. Miscellaneous.

No waiver by either party of any breach or non-performance by the other party of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements with respect to such subject matter. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect. above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

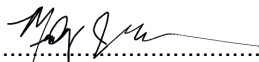
ANOMALY LONDON LLP

SIGNED:

Name:

Title:

ROBLOX

SIGNED: 

Name: Mindy Jafek

Title: Senior Manager, Consumer Communications