



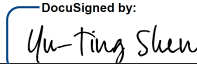
NON-DISCLOSURE AGREEMENT
BIG FISH GAMES, INC.

I, the undersigned, am in the process of exploring employment, contractor or vendor opportunities (collectively, "Opportunities") with Big Fish Games, Inc. To facilitate the discussions, I have requested to know more about Big Fish Games' business and Confidential Information. I understand and acknowledge that Big Fish Games has a legitimate interest in preventing the disclosure or misuse of its Confidential Information, including its trade secrets. Therefore, in exchange for being considered for a potential Opportunity with Big Fish Games, and the value that would bring to me, I agree as follows:

1. **Non-Disclosure of Confidential Information.** I agree to hold Big Fish Games' Confidential Information in strict confidence, and not disclose it *to anyone* or use it *at any time*. If anyone tries to compel me to disclose any Confidential Information, by subpoena or otherwise, I will immediately notify Big Fish Games so that it may take any actions it deems necessary to protect its interests. My agreement to protect the Confidential Information applies whether or not I am offered or accept any Opportunity with Big Fish Games.
2. **Definition of Confidential Information.** "Confidential Information" includes, without limitation, any information (and in whatever form) that Big Fish Games considers to be confidential, proprietary information and that is not publicly or generally available, relating to Big Fish Games': trade secrets (as defined by the Uniform Trade Secrets Act); know-how; concepts; methods; research and development; products, content and technology; development plans; marketing plans; databases; inventions; research data and mechanisms, software (including functional specifications, source code and object code); procedures; engineering; purchasing; accounting; marketing; sales; customers; advertisers; joint venture partners; suppliers; financial status; contracts or employees.
3. **Equitable Relief and Attorneys Fees.** I acknowledge that the provisions of this agreement are essential to Big Fish Games and that a breach of any provisions can create a severe and unfair business disadvantage that cannot be adequately remedied by traditional legal recourse to damages. Therefore, Big Fish Games may enforce this agreement directly in any court having appropriate jurisdiction and, in addition to any other remedy it may have at law, shall be entitled to injunctive or other equitable relief to prevent or curtail any breach of this agreement. Big Fish Games also shall be entitled to all costs and attorneys' fees reasonably and actually incurred as a result of enforcing its rights.
4. **Miscellaneous.** This agreement shall be controlled by Washington law. It is the entire agreement of the parties on the subject matters addressed. The failure of Big Fish Games to insist upon or enforce strict performance of any provision of this agreement or to exercise any right, remedy or provision of this agreement will not be interpreted as a waiver of its rights.

Yu-Ting Shen

Candidate Name

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6/16/2022

Signature

Date