Confidentiality & Non-Disclosure Agreement (NDA)

This Confidentiality & Non-Disclosure Agreement (this "Agreement"), is entered into by and between The Simpleshow Company SA, a Luxembourg limited company, ("simpleshow"), and the entity set forth on the signature page below ("Recipient"). In consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

simpleshow and Recipient are interested in pursuing a business transaction with each other (the "Transaction") or, alternatively, are parties to a written agreement by which simpleshow video maker platform licenses its proprietary software to Recipient (the "License Agreement"). In connection therewith, Recipient has requested that simpleshow disclose to Recipient certain confidential and proprietary information related to information security for simpleshow. Such information may include, at simpleshow's sole discretion, and without limitation, a copy of the summary of the most recent Independent Service Auditors' Report for simpleshow (individually, an "Service Organization Control (SOC) report", collectively, "SOC" or "SOC 2"). Recipient acknowledges that, prior to disclosure of the SOC report, simpleshow has required that Recipient enter into this Agreement and that simpleshow would not disclose such SOC report absent this Agreement.

THEREFORE, in consideration of the foregoing and of the mutual representations, covenants, and agreements contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

1. <u>Confidentiality</u>. Recipient agrees to not disclose or reproduce, or authorize any third party to disclose or reproduce, any portion of the SOC report. Notwithstanding the foregoing, Recipient may disclose the SOC report or portions thereof to officers and employees of Recipient as may be required to evaluate the Transaction or License Agreement; provided, however, that Recipient informs such persons of the existence of this Agreement and Recipient shall be responsible for any breach of this Agreement by such persons. Recipient shall immediately notify simpleshow upon the discovery of any loss or unauthorized disclosure or use of the SOC reporting. Notwithstanding the above, but subject to the further requirements of this Agreement, as applicable, Recipient may disclose the SOC 2 to Recipient's auditors who have a need to know; provided, however, that such auditors shall be required to execute a confidentiality and non-disclosure agreement substantially in the form of this Agreement. Notwithstanding Section 8 below, the confidentiality obligations contained herein shall commence upon the Effective Date and continue for a period of five years from the disclosure of the applicable SOC report.

2. <u>Open Records Request</u>. Recipient shall comply with the confidentiality covenants contained herein to the fullest extent permitted by applicable law. In the event a request for the SOC report is made under the applicable open records act, Recipient agrees to cooperate with any reasonable request of simpleshow, at simpleshow's expense, to maintain the confidentiality of the SOC report. If a demand or request for disclosure of the SOC report is made, Recipient agrees that it will promptly provide simpleshow with notice of such demand or request.

3. <u>Ownership</u>. Recipient agrees that the SOC report is simpleshow's and shall be the exclusive property of simpleshow and that all copies thereof shall be surrendered to simpleshow upon request. Recipient agrees that it shall have no rights, by license or otherwise, to use the SOC report, except as expressly provided herein or in a separate written agreement specifically granting such rights.

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4. <u>No Warranty</u>. Recipient acknowledges that the SOC report has been prepared for simpleshow by a third party. simpleshow makes no representation, warranty, or guarantee to Recipient with respect to the value or accuracy of any information contained in the SOC report, and simpleshow shall not be held liable for any errors or omissions in the SOC report.

5. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same Agreement.

6. <u>Governing Law</u>. This Agreement will be governed by, and construed in accordance with, the substantive laws of the country of residence of Recipient.

7. <u>Attorneys' Fees and Costs</u>. If attorneys' fees or other costs are incurred to secure performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

8. <u>Term & Change in Agreement Terms</u>. The term (hereafter "Term") of this Agreement commences on the date of last signature below and ends on the fifth (5) year anniversary of Term commencement. The foregoing notwithstanding, simpleshow reserves the plenary right to change the terms of this Agreement upon sixty (60) days advance notice to Recipient.

9. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement and understanding among the parties and supersedes all prior discussions and agreements between the parties relating generally to the same subject matter.   The entering into of this Agreement shall not constitute any obligation on the part of either party to enter into any further agreement with the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized representative to be effective as of the last date set forth below (the "<u>Effective Date</u>").

[Remainder of page intentionally left blank; signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

The Simpleshow Company SA

_____
Recipient (Company name)

_____
Signature

_____
Signature

_____
Name

_____
Name

_____
Job title

_____
Job title

_____
Date

_____
Date

62, avenue Victor Hugo
L-1750 Luxembourg
_____
Address for notices

_____
Address for notices