

This non-disclosure agreement (this "Agreement") is entered into between the above named company and its Affiliates ("Company") and Adroit Worldwide Media Inc. with its offices located at 26940 Aliso Viejo Parkway, Suite 120, Aliso Viejo, Ca 92656 and its Affiliates ("AWM"). In connection with Company's price quote and internal evaluation of AWM's products (the "Purpose"), Company may receive information on AWM's operations, supply chain, pricing information and businesses. In consideration of the receipt of such information, the Company agrees as follows:

1. **Confidential Information.** "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity, and "Confidential Information" means all non-public information relating to the Purpose or disclosed by AWM to the Company whether orally or in writing and includes (i) information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential; (ii) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations; (iii) all confidential or proprietary information about the business, affairs, customers, clients, suppliers, trade secrets, plans operations, processes, product information, know-how or software of AWM; and (iv) any information, findings, data or analysis derived from Confidential Information.
2. **Exclusions.** Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been lawfully known to Company at the time of its receipt from AWM, (iii) is disclosed to Company from any third party who did not acquire or disclose such information by a breach of confidentiality, wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Company without reference to any Confidential Information.
3. **Use of Confidential Information.** Company may use Confidential Information only in relation to the Purpose. Except as provided in this Agreement, Company will not disclose Confidential Information to any third party without AWM's prior written consent. Company will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.
4. **Company Personnel.** Company will restrict the possession, knowledge and use of Confidential Information to each of its agents, employees and subcontractors who (i) has a need to know the Confidential Information in connection with the Purpose, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under this Agreement. Company will ensure that its employees, agents and subcontractors comply with this Agreement. Company shall be fully liable to AWM for any unauthorized disclosure or loss of Confidential Information by the persons listed in this Section 4 or any third party approved in accordance with Section 3.
5. **Mandatory Disclosures.** Company may disclose Confidential Information as required to comply with any order of a court of competent jurisdiction or any regulatory, governmental, judicial or similar body of competent jurisdiction, if Company (i) gives AWM prior written notice sufficient to allow AWM to seek a protective order or other remedy (except to the extent that Company's compliance would cause it to violate a legal or regulatory requirement), (ii) discloses only such information as is required by the court of competent jurisdiction, listing authority or stock exchange or any governmental, judicial, regulatory or similar body of competent jurisdiction, and (iii) uses all reasonable endeavours to obtain confidential treatment for any Confidential Information so disclosed.
6. **Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of AWM. AWM's disclosure of Confidential Information will not constitute an express or implied grant to Company of any rights to or under AWM's patents, copyrights, trade secrets, trade marks or other intellectual property rights. Company will not use any trade name, trade mark, logo or any other proprietary rights of AWM in any manner without prior written authorization of such use by a director of AWM.
7. **Notice of Unauthorized Use.** Company will notify AWM immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Company will cooperate with AWM in every reasonable way to help AWM regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.
8. **Return of Confidential Information.** Company will return or destroy (and shall procure that its employees, agents and subcontractors return or destroy), to the extent legally and technically practicable, all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information in hard copy, electronic form or otherwise) that have been supplied to or generated by the Company promptly following AWM's written request. Nothing in this Section 8 shall require Company to return or destroy any documents and materials containing or based on AWM's Confidential Information that Company is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this Agreement shall continue to apply to any documents and materials retained by Company pursuant to this Section 8.
9. **Indemnification.** Company shall on demand indemnify AWM and keep AWM fully indemnified at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other costs and expenses suffered or incurred by AWM arising from any breach of an obligation of confidentiality under this Agreement by Company and/or by the employees, agents or subcontractors of Company.
10. **Injunctive Relief.** Company acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to AWM as to which monetary damages may be difficult to ascertain or an inadequate remedy. Company agrees that AWM will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.
11. **Scope.** This Agreement covers Confidential Information received by Company prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received and the obligations in this Agreement will continue for the longer of 10 years following the date on which the discussions or negotiations cease to take place between AWM and Company or on the termination or expiry of a contractual relationship entered into between AWM and Company. Nothing in this Agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose, or an obligation on either party to disclose any information (whether Confidential Information or otherwise) to the other party.
12. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. Company may not assign, transfer, subcontract or deal in any other manner with any of its rights or obligations under this Agreement without AWM's prior written consent. If a provision of this Agreement is held invalid, illegal or unenforceable under applicable law, such provision or part provision shall be deemed deleted and will not affect the validity of Agreement. No Party acquires any intellectual property rights under this Agreement (including, but not limited to, patent, copyright, and trademark rights) except the limited rights necessary to carry out the Purpose as set forth in this Agreement. This Agreement shall be governed by the laws of the State of California, United States of America, without giving effect to conflict of

law rules. The Parties agree that the exclusive venue for any dispute relating to this Agreement shall be in the state or federal courts within Orange County, California. Parties hereby consent to the personal jurisdiction of the state and federal courts located in Orange County, California for any action or proceeding arising from or relating to this Agreement or relating to any action in which the parties are participants.