

MULTIPLE PARTY NON-DISCLOSURE AND NON-COMPETE AGREEMENT

This Confidentiality and Nondisclosure Agreement (this "Agreement"), effective as of the ____ day of _____, 20__, is made by and between ImmersiON-VRelia, Inc., a Delaware corporation, with offices at 303 Twin Dolphin Drive, Sixth Floor, CA. 94065, for itself, its parent, partners and its subsidiaries including ImmersiON-VRelia HMD HUD LLC USA, ImmersiON-VRelia Europe, VRelia Limitada, AlterSpace LLC, International Immersive Industries, ImmersiON-BlueSky project, and Angel Inventum collectively referred as ("ImmersiON-VRelia") and _____, a _____ corporation/person, with offices/address at _____ ("Receiver").

WHEREAS, in connection with discussions relating to a potential business relationship between Receiver and ImmersiON-VRelia (the "Discussions"), each party may be exposed to certain Confidential Information (as defined below) of the other party;

NOW THEREFORE, in consideration of the aforesaid disclosures and further in consideration of the rights, obligations and covenants hereinafter set forth, it is hereby agreed as follows:

1. "Confidential Information" means any information disclosed by either party (the "disclosing party") to the other party (the "receiving party") in writing and conspicuously marked "confidential" or with a similar legend, or disclosed orally, electronically or visually and identified as confidential at the time of delivery and confirmed as confidential in writing to the receiving party within seven (7) days thereafter, or which a reasonable person would recognize from the surrounding facts or circumstances to be confidential or secret. Confidential Information may include business and trade secrets, technical data, financial data, software (object and source code), programs, programming techniques and programming concepts, system designs, flow charts, processes, ideas, inventions, techniques, designs, drawings, schematics, know-how, engineering or processing methods, means of production, hardware configuration information, product specifications, customer lists, business plans, financial plans, marketing plans, prices, costs, technology and product roadmaps, present and future product and integration plans, information on strategic partnerships and alliances, customer relationships, and merger and acquisition transactions business models, manufacturing know-how, business strategy, investment opportunities, sensitive financial information and other technical and business information in the field of Stereoscopic 3D Stereoscopic Immersive Head Mounted Displays, 3D Stereoscopic Heads Up Displays, the ImmersiON initiative, Augmented Reality, the AlterSpace initiative, Virtual Reality, Artificial Intelligence, Blue-Sky entertainment project, Immersion-VRelia, PRO HMD/HUD, GO HMDs or any subsequent project.
2. The receiving party will hold in confidence any and all Confidential Information disclosed by the disclosing party (including, without limitation, any confidential information of a third party, which shall be considered to be Confidential

- Information of the disclosing party for the purposes of this Agreement), and will exercise the same amount of diligence in preserving the secrecy of the disclosing party's Confidential Information as the diligence used in preserving the secrecy of the receiving party's own Confidential Information of similar importance, but in no event less than reasonable diligence.
3. The receiving party acknowledges that the Confidential Information of the disclosing party comprises valuable trade secrets and proprietary information belonging to the disclosing party. The receiving party agrees not to disclose to third parties any Confidential Information of the disclosing party nor to offer for sale or manufacture or otherwise dispose of any devices or technology utilizing or containing Confidential Information of the disclosing party (unless otherwise agreed to in writing by the disclosing party).
 4. Each of the parties agrees that the business model, investor information, strategy, software programs and hardware of the other party contain valuable confidential information and each party agrees it will not share, reproduce, copy, modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the confidential Information of the other party without the prior written consent of the other party. Hardware and all electronic equipment provided for evaluation shall not be modified or reversed engineered. Software provided for evaluation shall not be reverse engineered.
 5. Information shall not be deemed to be Confidential Information if:
 - 5.1 The information is or becomes generally available to the public, except as the result of an unauthorized disclosure by the receiving party;
 - 5.2 The information is known to the receiving party prior to receipt, and is not subject to a separate non-disclosure commitment on the part of the receiving party;
 - 5.3 The information is or becomes available on an unrestricted basis to a third party other than from the receiving party or from someone acting under its control (except that an affiliate of the receiving party shall not be deemed a "third party" hereunder); or
 - 5.4 The information was previously developed independently by the receiving party without use of or recourse to the Confidential Information of the disclosing party.
 6. In the event that a court or any other governmental entity ("Authority") orders the receiving party to produce any of the disclosing party's Confidential Information, then the receiving party may produce only the information specifically required to be disclosed. In the event that any such order is proposed or issued, the receiving party shall promptly notify the disclosing party in writing of the order, and shall

cooperate with the disclosing party if the disclosing party elects to object before the Authority regarding the disclosure.

7. Confidential Information of the disclosing party shall be made available only to those employees of the receiving party who are parties to nondisclosure agreements containing terms at least as stringent as those contained in this Agreement and who have reasonable need for such information for the purposes of the Discussions.
8. Confidential Information of the disclosing party and all intellectual property rights fixed, embodied, or otherwise subsisting therein or arising therefrom, and in all works, inventions, discoveries, know-how, strategy, investors, network contacts, techniques, processes, methods, systems, ideas and other elements thereof, are, and will remain the sole and exclusive property of the disclosing party, over which the disclosing party retains all ownership and all right, title, and interest. Nothing in this Agreement shall be construed to grant to the receiving party any right or license under any patents, patent applications, trademarks, copyrights, mask works, trade secrets, know-how or any other intellectual property rights of the disclosing party, except for the limited purpose of the Discussions contemplated herein.
9. Neither the receiving party nor any of its employees, officers, representatives, agents or affiliates may copy the disclosing party's Confidential Information, in whole or in part, provided, however, that the receiving party may make such number of copies, reprints or extracts of the disclosing party's Confidential Information disclosed hereunder as is necessary to accomplish the purpose of the Discussions. The receiving party, within ten (10) days of the disclosing party's written request, will promptly return all of the disclosing party's Confidential Information, together with all copies, recordings, summaries or other reproductions thereof and all notes and/or other works prepared or based thereon, or certify in writing that all such Confidential Information and copies have been destroyed.
10. The obligations of the receiving party under paragraphs 2, 3, 6 and 8 shall continue for a period of two (2) years from the date of disclosure of the disclosing party's Confidential Information. The remainder of the terms of this Agreement shall survive in perpetuity.
11. This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof. This Agreement merges and supersedes any and all other agreements and representations, written or oral, relating to that subject matter. This Agreement may not be amended except by a writing expressly referring to this Agreement and signed by the authorized representatives of both parties. Any waiver of the requirements in this Agreement must be in writing and should not in any way be deemed a waiver to enforce any other requirements or provisions of this Agreement. If any provision of this Agreement is

deemed unenforceable, then such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

12. Each party will adhere to all applicable laws and regulations of the U.S. Export Administration and will not export or re-export any technical data or products received from the disclosing party or the direct product of such technical data, to any prescribed person or country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. government.
13. Receiver and ImmersiON-VRelia shall not issue or release any articles, advertising, publicity or other public notice relating to any of the other party's Confidential Information or mentioning or implying the name of the other party or that any relationship between the parties exists, except (a) with both parties consent or (b) as may be required by law and then only after providing the other party with an opportunity to review and comment thereon.
14. No license or other right under any patent, copyright, or know-how of either party is granted to the other party or implied by this Agreement. This agreement deals only with the handling and protecting of confidential information and is not a partnership, joint venture, technology transfer agreement, joint development agreement, teaming or any other such arrangement, where such potential agreement shall be covered by a different contract.
15. The formation of this Agreement, its validity, interpretation, execution and settlement of the disputes shall be governed by laws of the State of California without regard to conflict of laws principles. The parties hereto expressly consent, and submit themselves, to the exclusive jurisdiction of the courts of California, and it is stipulated that venue shall be in Redwood City for the adjudication or disposition of any claim, action or dispute arising out of this Agreement.
16. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) on the day of delivery if delivered in person, or if delivered by facsimile upon confirmation of receipt, (b) on the first business day following the date of dispatch if delivered by a nationally recognized express courier service, or (c) on the fifth business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the address set forth on the signature page hereto under name of the party to receive such notice or to such other address as may be designated by notice given in accordance with this Section.
17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, provided however, that Receiver may not assign this Agreement or any rights or obligation hereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of ImmersiON-VRelia, and any such attempted assignment shall be void.

18. If any legal action or proceeding for the enforcement of this Agreement is brought, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that proceeding, in addition to any other relief to which it may be entitled.
19. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

IMMERSION-VRELIA, INC.

By: _____

By: _____

Name: Manuel R. Gutierrez-Novelo

Name: _____

Title: CEO & President

Title: _____

Date: _____

Date: _____