

Alpha Group US LLC  
400 Continental Blvd 6<sup>th</sup> Floor  
El Segundo, CA 90245

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("**Agreement**") is made as of the date below by and between Alpha Group US LLC, a California limited liability company ("**Company**"), and the company or individual identified below (each referred to as a "**Party**" and collectively as "**Parties**"):

Company/Name: LAUNCHTHIS / A.J.M. MEUWESÉ  
Address (street, city, state, zip): KEA BOUMANSTRAAT 105, 1095MA AMSTERDAM,  
Telephone: +31207870770 THE NETHERLANDS  
E-mail: SANDER@LAUNCHTHIS.EU  
Date: 11 SEPTEMBER 2018

**WHEREAS**, the Parties desire to further discussions with one another for purposes of evaluating a potential working relationship whereby the Company may hire or retain the individual/company referenced above under separate agreement to provide certain services ("**Relationship**"); and

**WHEREAS**, the Parties desire to collaborate with the understanding that the receiving Party will not use information it has gained to the disadvantage of the disclosing Party; and

**WHEREAS**, the Company desires to take all reasonable steps to safeguard and protect all of its Confidential Information (as such term is defined below) from any unauthorized use;

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

**1. CONFIDENTIAL INFORMATION DEFINITION.** This Agreement shall apply to all confidential and proprietary information, technologies and know how disclosed by either Party to the other Party, including but not limited to all proprietary data, product designs, capabilities, specifications, program code, software systems and processes, information regarding existing and future technical, business and marketing plans and product strategies and product development, the identity of actual and potential customers, data providers and suppliers, business processes, trade secrets, copyrights, patented, patentable and patent pending technologies (collectively, "**Confidential Information**"). Confidential Information may be written, oral or recorded on electronic or mechanical media and shall also include the confidential or proprietary information of a Party's business partners, data providers and clients. Confidential Information shall also mean all agreements (including their terms) entered into between the Parties, including this Agreement.

**2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION.** "Confidential Information" shall not include information which (a) was already substantially known to the receiving Party prior to the time that it is disclosed to the receiving Party hereunder; (b) is or becomes generally available to the public through no breach of this Agreement; (c) has been rightfully received from a third party without breach of this Agreement; (d) has been approved for release by the disclosing Party's written authorization; (e) is developed independently by the receiving Party without reference to the Confidential Information or (f) is legally required, by way of subpoena, order or otherwise, to be

disclosed by the receiving Party to a governmental agency or court of competent jurisdiction, provided that the disclosing Party has been given reasonable notice of the pendency of such subpoena, order or other request and the opportunity to contest it.

**3. OBLIGATION TO MAINTAIN CONFIDENTIALITY.** The receiving Party agrees to use the Confidential Information solely for the purpose of (a) evaluating a potential Relationship between the Parties and, (b) if the Parties enter into a definitive agreement, performing services or otherwise satisfying obligations in connection therewith. The receiving Party agrees to hold the disclosing Party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third party or to use it for any purpose other than as specifically authorized by the disclosing Party. The receiving Party agrees that it will employ all reasonable steps to protect the Confidential Information of the disclosing Party from unauthorized or inadvertent disclosure, including without limitation all steps that it takes to protect its own information that it considers proprietary. The receiving Party may disclose the disclosing Party's Confidential Information only to those employees, agents and representatives having a need to know and only to the extent necessary. The receiving Party hereby takes responsibility for and undertakes to ensure the individual compliance of such employees, agents and representatives with the terms hereof.

**4. RETURN/DESTRUCTION OF CONFIDENTIAL INFORMATION ON REQUEST.** No copies of the Confidential Information shall be made by the receiving Party except as may be necessary. Upon the request of the disclosing Party at any time, the receiving Party shall, at the disclosing Party's option and direction, permanently destroy all Confidential Information in the receiving Party's possession or control in any format and/or return to the disclosing Party all tapes, diskettes or other media upon which the disclosing Party's Confidential Information and any other information provided by the disclosing Party is stored, and all copies thereof, if any.

**5. INTELLECTUAL PROPERTY RIGHTS IN CONFIDENTIAL INFORMATION.** The disclosing Party shall be deemed to be the owner of all Confidential Information disclosed by it hereunder, including all patent, copyright, mask work, trademark, service mark, trade secret and any and all other proprietary rights and interests therein, and the Parties each agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in or to any Confidential Information disclosed pursuant to this Agreement.

**6. INJUNCTIVE RELIEF (RESTRAINING ORDERS) PERMITTED TO ENFORCE AGREEMENT.** The parties acknowledge that the unauthorized disclosure, use or disposition of Confidential Information could cause irreparable harm and significant injury which may be difficult or impossible to ascertain. Accordingly, the parties agree that the disclosing Party shall have the right to an immediate injunction in the event of any breach or threatened breach of this Agreement, in addition to any other remedies that may be available to the disclosing Party at law or in equity.

**7. INDEMNIFICATION FOR BREACH OF AGREEMENT.** Each Party as to its acts or omissions in the performance of this Agreement, agrees to indemnify, defend and hold harmless the other Party and its employees and agents from or against any losses or damages arising from the material violation of the covenants and or conditions of this agreement.

**8. OTHER BUSINESS TRANSACTIONS.** Nothing in this Agreement shall be deemed to limit or restrict either Party from pursuing, alone or in conjunction with others, any business or activity, whether similar to or competitive with the transactions or business discussed hereunder, provided such

Party does not use Confidential Information of the other Party in the conduct of such business or activity.

9. **SEVERABILITY CLAUSE.** If any provision of this Agreement or any portion of any such provision shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the provision or portion thereof affected by such holding shall be modified, if possible, so that it is enforceable to the maximum extent permissible.

10. **OBLIGATION TO PROTECT CONFIDENTIAL INFORMATION REMAINS EVEN ON PURPORTED TERMINATION.** The obligation to protect the confidentiality of all Confidential Information disclosed by the disclosing Party to the receiving Party shall survive any attempted termination of this Agreement.

11. **CALIFORNIA LAW GOVERNS.** This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to conflict of law principles, and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The Parties agree that all disputes arising, directly or indirectly, out of or relating to this Agreement, and all actions to enforce this Agreement, shall be dealt with and adjudicated in the state courts of the State of California or the United States District Court for the Central District of California and for that purpose hereby expressly and irrevocably submit themselves to the jurisdiction of such courts. This consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon any Party in any such court.

12. **ATTORNEY'S FEES.** If any dispute related to this Agreement arises between the Parties, the prevailing Party shall be awarded all reasonable costs and expenses incurred, including attorney's fees.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

Alpha Group US LLC



Name: Darren Phillipson

Title: Head of Product Development

Company/Name: LAUNCHTHIS



(signature)

Name: A.J.M. MEUWESE

Title: DIRECTOR

A.J.M. MEUWESE