

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (this “**Agreement**”), effective as of _____, 2020 (the “**Effective Date**”), is entered into by and between ABC Services Group, Inc., as Assignee of MotionLoft Inc., a Delaware corporation (“**Discloser**”), and _____ (“**Recipient**”).

WHEREAS, in connection with the evaluation of a potential acquisition of certain of Discloser’s assets by Recipient (the “**Purpose**”), Discloser (or its affiliates) has agreed to make certain Confidential Information (as defined below) available to Recipient; and

WHEREAS, in exchange for providing such Confidential Information, Discloser has requested that Recipient maintain the confidentiality of the Confidential Information, on the terms and subject to the conditions set forth in this Agreement, and Recipient is willing to agree to such request.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Confidential Information.** As used in this Agreement, “**Confidential Information**” means any information related to Discloser, Discloser’s current or prospective business interests, or any third party with which Discloser has a contractual or other business relationship. “Confidential Information” includes, without limitation, (a) the existence and terms of this Agreement and the existence and substance of the parties’ relationship; (b) the existence and terms of any contracts or other written agreements provided to Recipient; (c) any information relating to Discloser or its business, including without limitation, information concerning Discloser’s finances, accounting, marketing, business opportunities, customers, vendors, business plans, forecasts, predictions, projections, products, intellectual property, sponsors, broadcast partners or contractual or other business arrangements; (d) any reports, analyses, studies, data or other materials, whether prepared by Discloser, Recipient, or otherwise, that contain or are based upon confidential information covered by this Agreement (such materials collectively, “**Derivative Information**”); and (e) materials, designs, plans and other information related to Discloser’s existing or contemplated activities. No formal identification of materials or other information as Confidential Information will be required. Without limiting the generality of the foregoing, “Confidential Information” may be communicated orally, in writing, by electronic means or media, by visual observation and by other means.

2. **Use of Confidential Information.** All Confidential Information, including Confidential Information disclosed before the Effective Date, hereby is deemed confidential and subject to this Agreement unless otherwise confirmed in writing by Discloser. Recipient and its Representatives (as defined below) will use such Confidential Information solely for the Purpose. As used herein, “**Representatives**” shall mean the shareholders, partners, members, directors, managers, officers, employees, attorneys, accountants, affiliates and consultants of the applicable party. Recipient shall be responsible for any action or non-action of its Representatives that results in a breach of this Agreement and will take all reasonably necessary measures to restrain such Representatives from unauthorized disclosure or use of Confidential Information.

3. **Non-Disclosure of Confidential Information.** Recipient and its Representatives will (a) hold such Confidential Information in confidence, exercising a degree of care not less than the care used by Recipient to protect Recipient’s own Confidential Information that Recipient does not wish to disclose, and in no event less than a reasonable degree of care; (b) restrict disclosure of such Confidential Information solely to those Representatives with a need to know in connection with the Purpose and not disclose such Confidential Information to any other person without prior written approval from Discloser; (c) ensure that such Representatives acknowledge that the Confidential Information is confidential before it is imparted to them and ensure that such Representatives are bound by obligations restricting use and disclosure of the Confidential Information at least equivalent to those set forth in this Agreement; (d) ensure that such Representatives abide by such obligations; and (e) not reproduce any such Confidential Information without the consent of Discloser, other than for internal use and solely in connection with the Purpose.

4. **Return of Confidential Information.** All Confidential Information will be deemed the property of Discloser and, within five (5) business days upon written request from Discloser, Recipient will return to Discloser or destroy all such Confidential Information (including, without limitation, any and all Derivative Information). If any

Derivative Information or other Confidential Information is preserved or recorded within any computerized data storage device or component (including, without limitation, any hard-drive or database) forming part of or accessible to any computer capable of being used or controlled by or on behalf of Recipient or its Representatives, Recipient shall promptly and permanently delete or cause the deletion of such Derivative or other Confidential Information from such computerized data storage device or component. Upon Discloser's written request, Recipient shall certify to Discloser in writing that Recipient and Recipient's Representatives have returned, destroyed or deleted, as applicable, all Confidential Information as required by this Section 4. If Recipient loses or makes an unauthorized disclosure of Confidential Information, Recipient will notify Discloser immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information.

5. Limitations on Confidential Information. Recipient will have no obligation to preserve the confidential nature of any Confidential Information that (a) is or becomes publicly available by means other than unauthorized disclosure by Recipient or its Representatives; (b) is developed by or on behalf of Recipient independent of any Confidential Information furnished under this Agreement; (c) is received from a third party who warrants that its disclosure does not violate any preexisting contractual, legal or fiduciary obligation owed to Discloser or its Representatives; or (d) is disclosed pursuant to the order or requirement of a court, regulatory agency, or other governmental body; provided, however, that Recipient will provide prompt notice of such court order or requirement to Discloser to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure and will cooperate with Discloser as reasonably requested in any such action.

6. Associated Parties. Any Confidential Information disclosed to Recipient by any other entity participating with Discloser in any partnership, joint venture, or other business relationship, which would otherwise constitute Confidential Information if disclosed by Discloser, shall be deemed to constitute Confidential Information under this Agreement, and the rights of Discloser under this Agreement may be enforced by any such other entity with respect to any violation relating to Confidential Information disclosed by such other entity as if such entity were also a party to this Agreement.

7. No Obligation. Discloser retains the right, in its sole discretion, to determine whether to disclose its Confidential Information to Recipient, and disclosure of Confidential Information of any nature will not obligate Discloser to disclose any further Confidential Information nor will it imply any license or grant of rights with respect thereto. Recipient agrees that Discloser shall have no liability to Recipient of any nature whatsoever with respect to any relationship with Recipient by virtue of this Agreement. Recipient further acknowledges and agrees that Discloser will have no obligation whatsoever to enter into an arrangement or other relationship with Recipient.

8. No Representation or Warranty. Recipient acknowledges that neither Discloser nor any of its Representatives makes any representation or warranty (express or implied) as to the accuracy or completeness of any Confidential Information. Discloser and its Representatives hereby expressly disclaim any and all liability that may be based, in whole or in part, on any Confidential Information, and any errors therein or omissions therefrom, absent a separate written agreement to the contrary.

9. Ownership of Confidential Information. Nothing contained in this Agreement grants, confers, or will be construed as granting or conferring, any rights by license or otherwise in any Confidential Information disclosed. None of the Confidential Information that may be disclosed by Discloser or any of its Representatives will constitute any representation, warranty, assurance, guarantee or inducement by Discloser (or any such affiliate, advisor and other representative) to Recipient of any kind.

10. Binding Effect. This Agreement will benefit and be binding upon the parties hereto and their respective successors and assigns.

11. Governing Law; Arbitration; Waiver of Jury Trial. **ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ ET SEQ.), EXCEPT TO THE EXTENT PROVIDED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §1051 ET SEQ.) OR OTHER APPLICABLE FEDERAL LAW, THE TERMS OF THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS. FOR ACTIONS THAT ARE NOT SUBJECT TO**

MANDATORY ARBITRATION UNDER THIS SECTION, RECIPIENT SUBMITS AND IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, AND AGREES NOT TO RAISE AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION BASED UPON FORUM NON CONVENIENS OR ANY OTHER OBJECTION IT MAY NOW HAVE OR HEREAFTER HAVE TO SUCH JURISDICTION OR VENUE. FURTHER, NOTHING HEREIN CONTAINED SHALL BAR A PARTY'S RIGHT TO OBTAIN INJUNCTIVE RELIEF AGAINST THREATENED CONDUCT THAT WILL CAUSE IRREPARABLE HARM, UNDER THE USUAL EQUITY RULES INCLUDING THE APPLICABLE RULES FOR OBTAINING SPECIFIC PERFORMANCE, RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS. EXCEPT TO THE EXTENT A PARTY SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF TO ENFORCE PROVISIONS OF THIS AGREEMENT, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF (A "***DISPUTE***"), SHALL BE RESOLVED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES (THE "***RULES***"). THE ARBITRATION SHALL BE COMMENCED BY WRITTEN REQUEST OF ANY PARTY, MADE IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT, AND SHALL BE CONDUCTED BY A SINGLE ARBITRATOR APPOINTED IN ACCORDANCE WITH THE RULES IN THE ENGLISH LANGUAGE IN SAN FRANCISCO, CALIFORNIA, IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. THE AWARD OF THE ARBITRATOR MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. **THE PARTIES SHALL, AND HEREBY DO, IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE, CONTROVERSY, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (EITHER ALLEGED BREACH OR ENFORCEMENT).**

12. **Injunctive Relief; Remedies.** Recipient agrees that Discloser would be irreparably injured by a breach of this Agreement by Recipient or its Representatives and that any damages arising from such breach would be substantial and would be difficult if not impossible to quantify. Accordingly, Discloser will be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies of a breach of this Agreement, but will be in addition to all other remedies available at law or in equity. Without limiting the foregoing, Recipient agrees that, in the event of a breach of this Agreement, Recipient will compensate Discloser for any and all direct or indirect damages or losses sustained by Discloser in connection with such breach, including but not limited to reasonable attorney's fees incurred by Discloser in pursuing any action related thereto.

13. **Entire Agreement; Amendment.** This Agreement (a) constitutes the entire understanding between the parties with respect to Confidential Information provided in connection with the Purpose and (b) supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties, whether written or oral, between the parties with respect to Confidential Information provided in connection with the Purpose. This Agreement will be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor or against either party. No amendment or modification of this Agreement will be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

14. **Severability.** Should any of the provisions of this Agreement be found unenforceable, the remainder of this Agreement will remain in effect.

15. **No Waiver.** No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the applicable party.

16. **Multiple Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by electronic or facsimile transmission. Each party agrees that the delivery of this Agreement by electronic means or facsimile will have the same force and effect as delivery of original signatures.

17. Notice. All notices and other communications given or made pursuant to this Agreement must be in writing and will be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications must be sent to the respective parties at the addresses set forth on the signature page to this Agreement or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement as of the date first set forth above.

RECIPIENT:

By: _____

Name: _____

Title: _____

Phone Number: _____

Address:

DISCLOSER:

ABC Services Group, Inc., Assignee of MotionLoft, Inc.

By: _____

Name: Charles Klaus

Title: President

Phone Number: 949-922-1211

Mailing Address:
13681 Newport Ave., #8-609
Tustin, CA 92780