## **BUZZSHOW NON-DISCLOUSRE AGREEMENT**



This agreement is formally entered between **BuzzShow** ("Discloser") and Alpha test participant (the "Confidant") on the date the Confidant signed up to participate in the Alpha testing. By participating in the Alpha testing, the Confidant agrees to comply and honor this Non-Disclosure Agreement in its entirety and that by breaking any of the parts of this agreement the Confidant will be held liable in the applicable jurisdiction for BuzzShow loss of any intellectual property value resulting from the Confidant participation on the Alpha testing exercise.

1. In connection with all Confidential Material as defined below, disclosed by Discloser to the Confident relating to:

BuzzShow is engaged, inter alia, in the business of research and development and marketing of online interactive products, including among others in the development of a Blockchain reward based social Video Network (BuzzShow) (collectively the "Invention"), Discloser may make certain confidential information available to the Confidant. As a condition to, and in consideration of, Discloser's furnishing of Confidential Material to the Confidant, the Confidant agrees to the restrictions and undertakings contained in this Agreement.

For purposes of this Agreement, "Confidential Material" means all Business and conceptual information and code related materials that is provided by Discloser to the Confidant, whether furnished in written form, orally or otherwise, all information concerning Discloser's products which is gleaned by the Confidants in connection with the Invention. Confidential Material shall not include information that is publicly available at the time of Discloser, or information that subsequently becomes publicly available otherwise than through a breach by the Confidant of obligations of confidentiality (but only from the time that such information becomes publicly available).

2. The Confident will use all possible means to maintain Discloser's Confidential Material in strict confidence, and at least those measures that it employs for the protection of its own confidential information. The Confident shall restrict access to the Confidential

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Material and shall not make Confidential Material of Discloser available to any other person without the prior written consent of Discloser.

- 3. Nothing contained in this Agreement shall be construed as granting the Confidant any rights, by license or otherwise, in or to Discloser's Confidential Material.
- 4. The Confidant acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Discloser, which may be difficult to ascertain.

  Therefore, without prejudice to the rights and remedies otherwise available to Discloser, Discloser shall be entitled to seek relief by way of injunction or specific performance if the Confidant breaches any of the provisions of this agreement.
- 5. Upon request, the Confidant shall promptly return to Discloser all copies of the Confidential Material received from Discloser. All Physical and Digital copies or any summaries, notes or other derivative material relating to the Confidential Material shall be promptly destroyed, and no such material shall be retained or used by the Confidant in any form or for any reason.
- 6. In the event that any one or more of the provisions of this Agreement shall be declared invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions herein shall not be affected thereby and shall continue in full force and effect.
- 7. The terms of this Agreement shall stay in force and effect for a period of five years.

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IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above identified.

