



NON-DISCLOSURE AGREEMENT (NDA)

The following terms apply when Radiant Images, Inc. (Radiant) discloses Confidential Information to _____ (You). This NDA is effective as of _____.

YOU SHALL NOT:

- **DISCUSS, DISCLOSE, PUBLISH OR DISSEMINATE ANY RADIANT CONFIDENTIAL INFORMATION;**
- **USE OUR CONFIDENTIAL INFORMATION EXCEPT FOR THE PURPOSE FOR WHICH IT WAS DISCLOSED;**
- **DISCLOSE OUR RELATIONSHIP, OR MENTION RADIANT IN ANY WAY, INCLUDING, WITHOUT LIMITATION, IN MARKETING MATERIALS, PRESENTATIONS, PRESS RELEASES, OR INTERVIEWS; OR**
- **ACCESS OUR CONFIDENTIAL INFORMATION, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY, UNLESS SPECIFICALLY DIRECTED TO DO SO BY RADIANT.**

Exceptions to Obligations. You may disclose, publish, disseminate, and use Confidential Information:

- a) to your employees who have a need to know and who have a written agreement with You requiring them to treat Radiant's Confidential Information in accordance with this NDA;
- b) to the extent required by law; however, You will give Radiant prompt notice to allow Radiant a reasonable opportunity to obtain a protective order; or
- c) that is developed independently, or already in your possession without obligation of confidentiality; obtained from a source other than Radiant without obligation of confidentiality; or publicly available when received, or subsequently becomes publicly available through no fault of Yours.

Disclosure to You. Confidential Information may be disclosed to You in multiple ways, including but not limited to: in writing, by delivery of items, by initiation of access to Confidential Information such as may be in a data base, or by oral or visual presentation. Confidential Information may be marked with a restrictive legend of ; identified as confidential at the time of disclosure, or in a follow up writing; or be information that a reasonable person would recognize from the surrounding facts and circumstances to be proprietary or confidential.

Confidentiality Period. Confidential Information disclosed to you will be subject to this NDA for so long as such information remains confidential or proprietary to Radiant.

No Rights or License. Neither this NDA nor any disclosure of Confidential Information made under it grants You any right or license under any trademark, copyright or patent now or subsequently owned or controlled by Radiant.

Export Control. Your obligations under this NDA are subject to and in addition to those imposed by applicable export control laws and regulations. Nothing in this NDA shall be deemed or interpreted to authorize any export of Confidential Information.

Termination. Either of us may terminate this NDA by providing 30 days written notice to the other party. Any terms of this NDA which by their nature extend beyond its termination remain in effect until fulfilled. Upon request from Radiant, You will return or destroy all Confidential Information.

Breach and Remedies. You agree that monetary damages would be inadequate to compensate Radiant for any breach of this NDA and that any such breach shall cause irreparable injury to Radiant. In addition to any other remedies that may be available for such breach, and without proving actual damages, Radiant shall be entitled to: (a) obtain injunctive relief against the continued or threatened breach of this NDA; and (b) liquidated damages of \$100,000 for any mention of Radiant or disclosure of our relationship in any way without our written consent, such amount not intended to be a penalty and which the parties agree represent a fair and reasonable estimate of the damages caused by such breach.

Disputes. All disputes and controversies arising out of this NDA that are unable to be resolved through negotiation shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The dispute shall be heard and determined by one impartial arbitrator, who shall be selected by the AAA. The federal rules of civil procedure shall apply, to include depositions, with respect to the arbitration. Any arbitration hearings shall take place in the Los Angeles metropolitan area, on an expedited basis. The findings of the arbitrators shall be final and binding upon both of us. Any award of arbitration may include attorneys' fees and costs, including but not limited to expert witness fees, payable to the prevailing party in the arbitration, as determined by the arbitrators. Notwithstanding the above, Radiant reserves the right to obtain injunctive relief in a court of law prior to initiating arbitration, and reserves the right to file claims in federal court under the Defend Trade Secrets Act of 2016.

General.

- a) This NDA does not require either of us to disclose or to receive Confidential Information, perform any work, or enter into any business engagement or other agreement.
- b) Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this NDA without prior written consent. Any attempt to do so is void.
- c) The exchange of Confidential Information under this NDA does not create any joint relationship, or authorize either of us to act or speak on behalf of the other.
- d) Only a written agreement signed by both of us can modify this NDA.
- e) The laws of the State of California shall govern all of our respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this NDA, without regard to conflict of law principles.
- f) This NDA is the complete agreement regarding disclosures of Confidential Information, and replaces all prior oral or written communications, or agreements between us on the subject matter hereof.
- g) You shall not solicit or assist others in soliciting Radiant employees to terminate their employment with Radiant.

Each of us accepts the terms of this NDA by signing below. Any reproduction of this NDA made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and all disclosures of Confidential Information under this NDA are subject to it.

On behalf of:

Full legal name of Signing Entity

RADIANT IMAGES, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Signature page to NDA