



ALDERAC ENTERTAINMENT GROUP, INC.

555 N El Camino Real A393

San Clemente, CA 92672

909.217.7391 • customerservice@alderac.com

Website: www.alderac.com

NON DISCLOSURE AGREEMENT

The undersigned party and Alderac Entertainment Group ("AEG") wish to exchange information in furtherance of AEG's consideration of employment by the undersigned party. To that end, AEG and the undersigned party may make known to the other party certain information of a confidential and proprietary nature, and other good and valuable consideration, the receipt and sufficiency of which the undersigned party hereby acknowledges. Therefore AEG and the undersigned individual acknowledge and agree that:

1. Proprietary Information. For a period of two years following the date of this agreement, neither party will disclose to anyone outside AEG or use for any purpose other than work for AEG any of the following types of information:

(a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of AEG, including, without limitation, information related to concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, source documentation, trade secrets, formulae, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans and information, customers and suppliers, or any other nonpublic information which has commercial value;

(b) any information that AEG has received from others which AEG is obligated to treat as confidential or proprietary; or

(c) any confidential or proprietary information which is circulated within AEG via its internal electronic mail system or otherwise. All information described above in this section shall be considered "Proprietary Information", and shall be the sole property of AEG, AEG's assigns, and AEG's customers. Neither party will disclose any Proprietary Information to anyone inside AEG except on a "need-to-know" basis. If undersigned party has any questions as to what constitutes Proprietary Information, or to whom, if anyone it may be disclosed, undersigned party will consult with undersigned party's primary point of contact with AEG or with the individual who signs this Agreement on behalf of AEG.

2. Proprietary Information of Third Parties. Undersigned party will not improperly use or disclose any confidential or proprietary information or trade secrets of former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities. Undersigned party will not bring onto the premises of AEG any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given prior consent. Neither party will violate any non-disclosure or proprietary rights agreement they may have signed in connection with any such person or entity.

3. Injunctive Relief. Both parties acknowledge that any violation of this Agreement by either party will cause irreparable injury to the other party, and the other party shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bond or security, in addition to all other equitable and legal remedies.

4. General Provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any conflict of laws principles to the contrary. Venue for any disputes arising under this Agreement will lie exclusively in



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the state or federal courts located in California. The parties irrevocably waive any right to raise *forum non conveniens* or any other argument that California is not the proper venue, and irrevocably consent to personal jurisdiction in the state and federal courts of California. If a court of competent jurisdiction declares any provision of this Agreement to be void or unenforceable, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render it valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or enforceability will not affect any other provision of this Agreement or any other agreement between AEG and me. Any waiver of any term or provision of this Agreement shall be effected only by written agreement between AEG and the other party. No such waiver or consent by AEG of a breach by the other party will constitute waiver or consent of any subsequent breach unless that is explicitly stated. Any notice required or permitted by this agreement shall be made in writing, and shall be delivered either personally, by certified or registered mail, or shall be left at the recipient's usual place of abode with a person of suitable age and discretion who resides there. This Agreement sets forth the entire understanding between the parties with respect to their subject matter and supersedes all prior and contemporaneous agreements, negotiations and understandings between the parties, whether oral or written.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this ____ day of _____, 20__.

Undersigned Party:

Print Name: _____

Signature: _____

Date: _____

For AEG:

Print Name: _____

Signature: _____

Date: _____