

# FUTR / LaunchPad - Non Disclosure Agreement

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”) is made and entered into on submission of initial LaunchPad application and/or LaunchPad proposal submission (the “**Effective Date**”), by and between FUTR World Limited, a company incorporated under the laws of the United Kingdom with its registered address at 55 Riding House Street, London W1W 7EE (“**FUTR**”), and the submitted companies details;

**WHEREAS** both parties have agreed that the following terms and conditions shall be applicable to all meetings and communications between employees and/or representatives of FUTR and the Company in connection with discussions, negotiations and evaluation of the Johnson and Johnson Launchpad Contest (the “**Purpose**”).

**WHEREAS**, FUTR or the Company, as the case may be, (the “**Disclosing Party**”) wishes to disclose certain confidential information (“**Information**”) to the other party (the “**Receiving Party**”) in relation to the Purpose for the purpose of determining whether the parties wish to engage in a future business relationship with respect to such Information.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. Definition. Information may be transferred between the parties to the extent necessary to fulfil the Purpose. Such information may be, without limitation, in the form of business and/or financial records, methodologies, know-how, security platform, inventions, trade secrets, specifications, samples, photographs, drawings, designs, techniques, processes, associated systems, IT infrastructure, IT security, data, standards, or other documents, in or on whatever storage media. All such information so disclosed is hereby deemed confidential. To the extent that other information is considered confidential, the Disclosing Party will so indicate to the Receiving Party (a) in the case of information disclosed in documentary or other tangible form, by labelling same as “confidential”, “proprietary”, “copyright” or the like, or (b) in the case of intangible disclosures, such as oral, visual or machine readable disclosures of information, by confirming the same as proprietary in writing within one month after disclosure.
2. Non-Disclosure and use Restrictions. The Receiving Party agrees to keep the Disclosing Party's Information in confidence and not to disclose it to any other third party or otherwise use the Disclosing Party's Information for any purpose other than the Purpose without the prior written consent of the Disclosing Party. The Receiving Party agrees to treat the Information which it receives as it would its own proprietary Information (but to no extent less than a reasonable standard of care) and to take all reasonable precautions to prevent the unauthorized disclosure to any third party of the Information which it receives hereunder; provided, however, that nothing herein shall prevent either party from disclosing the Disclosing Party's Information to its officers and employees (or the officers and employees of its Affiliates) who have a need to know the same and who have signed a non-disclosure agreement with their employer on confidentiality terms no less restrictive than that of this Agreement; provided, however, that such Disclosing Party shall be responsible for any breaches of this Agreement by such officers and employees.

3. Exceptions. The above notwithstanding, the Receiving Party's obligation of confidence and non-use with respect to the Information disclosed hereunder shall not include:
- (a) Information that, at the time of disclosure to the Receiving Party is published, known publicly or is otherwise in the public domain;
  - (b) Information that, after disclosure to the Receiving Party is published or becomes known publicly or otherwise becomes part of the public domain, through no fault of the Receiving Party;
  - (c) Information that, prior to the time of disclosure to the Receiving Party, is known to the Receiving Party, as evidenced by its written records;
  - (d) Information that has been or is disclosed to the Receiving Party in good faith by a third party who was not, or is not, under any obligation of confidence or secrecy to the other party at the time said third party discloses to the Receiving Party; or
  - (e) Information that is independently developed by or on behalf of the Receiving Party, without reliance on the Information received hereunder.

The exception of this section shall not apply to any specific Information merely because it is included in more general non-confidential information, nor to any specific combination of information merely because individual elements, but not the combination, are included in non-confidential information.

4. Compelled Disclosures. In the event that the Receiving Party ( or any person to whom it has transmitted the Information received hereunder) is required to disclose the Information by law (including, but not limited to, court order, legal process or governmental action), it shall promptly notify the Disclosing Party of the existence, terms and circumstances surrounding such a requirement, consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such requirement, and exercise its reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Information to be disclosed. Compliance with any such request shall not be considered a breach of the Agreement so long as the Receiving Party abides by the provisions herein.
5. No Publicity. The above provisions notwithstanding, each party agrees to keep in strict confidence and not to disclose the identity, interest and participation of the other party in connection with the subject matter of this Agreement or the relationship of the parties hereunder.
6. Property of Disclosing Party; Return of Information. All written and electronic documents containing Information and other confidential material in tangible form received by the Receiving Party under this Agreement shall remain the property of the Disclosing Party. Upon request of the Disclosing Party and solely at the expense of the Receiving Party, all such documents (together with any copies or excerpts thereof and all electronic versions of such documents, copies and excerpts thereof) and such other material received hereunder shall promptly be either returned to the Disclosing Party or destroyed and the destruction confirmed to the Disclosing Party in writing. Notwithstanding the foregoing, the Receiving Party may retain a copy of the Information in its files only for compliance with the relevant law or regulations of the applicable regulatory authority.

7. No Further Obligation. Each party represents that it is under no obligation to any third party that would interfere with its disclosing the above-described Information to the other party and, further, that any Information which it discloses to the other party is not Information with respect to which the Disclosing Party is under any obligation to keep confidential or which the Disclosing Party knows to be the proprietary property of any third party.
8. Warranties and Liabilities. The Receiving Party acknowledges and agrees that the Information is provided as-is and that any use of the Information by the Receiving Party will be at the sole risk and liability of the Receiving Party. THE DISCLOSING PARTY MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO ITS ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS. ALSO, THE DISCLOSING PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS ARISING FROM ANY USE OF THE INFORMATION BY THE RECEIVING PARTY, EVEN IF THE DISCLOSING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
9. No Obligation to Pursue Proposed Transaction. Unless and until a definitive agreement between the parties hereto with respect to the Purpose has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this or any written or oral expression by any of its representatives, except for the matters specifically agreed to herein.
10. No Right or License. No right or license is granted hereby to the Receiving Party, expressly or by implication, with respect to the Information of the Disclosing Party or any patent, patent application or other proprietary right of the Disclosing Party, notwithstanding the expiration of the confidentiality obligations of this Agreement.
11. Term; Survival. This Agreement shall apply to all Information obtained by the Receiving Party for one (1) year starting from the Effective Date. Notwithstanding termination or early expiry of this Agreement, the obligations of confidentiality and nonuse set forth herein shall remain in effect for a period of five (5) years from the date of disclosure.
12. Termination. Either party shall have the right to terminate this Agreement upon written notice to the other party.
13. Governing Law. Except as set forth in the immediately following section, this Agreement shall be governed by and construed in accordance with the laws of the United Kingdom without regard to its conflict of laws principles.
14. Dispute Resolution.

- 14.1 *Notice of Dispute.* If a dispute arises in connection with this Agreement (“Dispute”), either party may give written notice (“Dispute Notice”) to the other party specifying that:
- (a) a Dispute has arisen and specifying the nature of the Dispute;
  - (b) the outcome that the party giving notice wants; and
  - (c) the action that the party giving notice considers will settle the Dispute.
- 14.2 *Early Resolution Dispute*
- (a) On receipt of a Dispute Notice, the parties agree to co-operate with each other in an amicable manner with a view to resolving the Dispute and achieving the successful implementation of this Agreement;
  - (b) If a Dispute cannot be resolved by management within 7 days of the date of a Dispute Notice, either party may refer it for mediation in accordance with Section 14.3.
- 14.3 *Mediation.* Any controversy or Claim arising out of or relating to this Agreement that has not been resolved under the procedures set forth in Section 14.2 and shall first be referred to mediation in the United Kingdom in accordance with the Mediation Rules of ACAS for the time being in force. Such mediation shall be attended on behalf of each party for at least one session by a senior business person with authority to resolve the Dispute. Any period of limitations that would otherwise expire between the initiation of mediation and its conclusion shall be extended until 20 days after the conclusion of the mediation.
- 14.4 *Arbitration.* Any Dispute that cannot be resolved by mediation within 60 days of notice by one party to the other of the existence of a Dispute (unless the parties agree to extend that period) shall be resolved by arbitration in the United Kingdom in accordance with the Advisory, Conciliation and Arbitration Service (“ACAS”) for the time being in force, which rules are deemed to be incorporated by reference in this section. The arbitration shall be conducted in the English language in the United Kingdom, by three arbitrators, one named by each party and the third appointed in accordance with the ACAS Guidelines.
15. Notices. All correspondence and notices hereunder shall be in writing and will be deemed to be given upon personal delivery or if delivered via facsimile transmission (and confirmed by overnight courier) or if mailed by overnight courier to the addresses specified on page one hereof and, if to FUTR, to the attention of FUTR’s signatory to this Agreement and, if to the Company, to the attention of the Company’s signatory to this Agreement.
16. Entire Agreement & Modifications; Severability; Construction. This Agreement contains the entire agreement between the parties hereto and supersedes all preexisting agreements, whether oral or written, between the parties respecting its subject matter. Modifications or waivers of this Agreement shall only be effective if made in writing and signed by both parties. The invalidity of any provision of this Agreement will not affect the enforceability of any other provision hereof. The

parties have jointly negotiated and drafted this Agreement and this Agreement shall be interpreted without presumption favoring or disfavoring any party by virtue of authorship of any provision of this Agreement. This Agreement shall not be assignable, in whole or in part, by either party without the prior consent of the other party, and any such assignment without prior consent shall be void.

17. Counterparts. This Agreement may be executed by each of the parties hereto in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

By submitting your information to the LaunchPad program, the parties intending to be legally bound have caused this Agreement to be executed by the duly authorized representatives submitting the application(s).