



Exfluency™ Non-Disclosure Agreement

This **Non-Disclosure Agreement** is made by and between **Exfluency AG** for itself and any of its associated companies (including any subsidiary or holding company, or any subsidiary of such holding company), domiciled at 20 Bahnhofstrasse, 6300 Zug, Switzerland, entered into the Court Register of the Canton of Zug with company no. CHE - 143.998.348, hereinafter referred to as "**Disclosing Party**"

and the "**Receiving Party**": _____

[full name, e-mail address]

and is effective as of the date Receiving Party accepts, signs and uploads this Non-Disclosure Agreement to his/her **My Profile** page on the Exfluency platform (hereinafter "Effective Date").

Disclosing Party and the Receiving Party may be hereinafter collectively referred to as the "Parties" and each individually as a "Party".

The Receiving Party shall use the Confidential Information only in connection with its business relationship with the Disclosing Party and shall make no other use whatsoever of the Confidential Information.

This Non-Disclosure Agreement is personal for the Receiving Party and in no manner covers the liabilities and/or obligations of other Exfluency Community Members who may or may not be affiliated with the Receiving Party as employees of the same company, organization or any other business entity.

In consideration of the rights and obligations contained herein, the Parties agree as follows:

1. **Confidential Information.** "Confidential Information" as used in this Agreement shall mean information in any form (manuscript, hard copy, plans etc.) and in any media used (hard copy, computer file, oral communication etc.) disclosed by Discloser to Recipient during the term of their collaboration. Confidential Information includes, but is not limited to patents, trade secrets, research and development plans, current and future products, product pricing, customers lists, markets, business plans, financial data, contractual terms, documentation, records, studies, reports, know-how, test results, software, software source or object code, and any other information which reasonably ought to be considered to be Confidential Information.
2. **Exclusions.** The following information shall not be subject to the obligations in this Agreement: (a) information that at the time of disclosure, is available to the general public; (b) information that at a later date, becomes available to the general public through no fault of Recipient, and then only after such later date; (c) information that Recipient can demonstrate was in their possession prior to receipt without an obligation of confidence; (d) information that is



disclosed to Recipient without restriction on disclosure by a third party who had the lawful right to disclose such information; or (e) information that Recipient can demonstrate was independently developed by Recipient without use of any Confidential Information.

3. Protection of Confidential Information. Recipient agrees to treat Confidential Information with the same degree of care as it accords to its own Confidential Information of like kind, but in no event less than a reasonable degree of care. Recipient agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of Discloser, and any other purpose which Discloser may hereafter authorize in writing. Recipient may disclose the Confidential Information pursuant to a valid court order provided that Discloser is given prompt notice of any such order and an opportunity to contest the order. The Receiving Party shall notify the Disclosing Party immediately if it has reason to believe that any Confidential Information has been used or disclosed in violation of this Agreement.

4. Return of Confidential Information. All information furnished under this Agreement shall remain the property of Discloser and shall be returned to it or destroyed or purged promptly at its request. All documents, memoranda, notes and other tangible embodiments whatsoever prepared by Recipient based on or which include Confidential Information shall be destroyed to the extent necessary to remove all such Confidential Information upon the disclosing party's request. All destruction under this Paragraph 4 shall be certified in writing to Discloser by the Recipient.

5. No License or Warranty. Except as expressly set forth in this Agreement, no license under any patents, copyrights, mask work rights or other proprietary rights is granted or conveyed by Discloser's transmittal of Confidential Information or other information to Recipient under this Agreement. The information is provided "as is" and there are no representations or warranties, express or implied, with respect to the information, including but not limited to a warranty against infringement, accuracy or completeness. Recipient will use all information received in a safe and prudent manner and is responsible for all risk or loss arising out of its use of such information. Recipient agrees that Discloser shall have no liability resulting from the use of the Confidential Information or such other information.

6. No Inducement or Commitment. Confidential Information provided to Recipient does not and is not intended to represent an inducement by Discloser or a commitment by Discloser to enter into any business relationship with Recipient or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

7. Effective Date and Term. The Agreement shall be effective from the Effective Date and shall continue through the term of business relationship between the Parties and for three (3) years following the return of all Confidential Information in accordance with Paragraph 4 above when accompanied by 1) a written notice of termination and 2) the closure of the Recipient's Exfluency account.

8. Non-assignment. This Agreement may not be assigned, or otherwise transferred.



9. Miscellaneous. This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the use and disclosure of Confidential Information. This Agreement shall not be modified except in writing and duly executed on behalf of the party against whom such modification is sought to be enforced. The failure of any party to require performance by another party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect. The headings are not part of this Agreement. Electronic version of this document, approved by the Recipient in the Discloser's system, is valid legal basis for the above-mentioned agreements.

10. Language. This Agreement was composed in English. The Contractual Parties hereby declare that they fully understand the content of the Agreement and that it displays their true and free will.

11. Governing Law. This Agreement shall be interpreted under Swiss law.

12. Jurisdiction. The Parties grant exclusive jurisdiction to courts in the Canton of Zug, Switzerland. All and any disputes that may arise in connection with the making hereof shall be submitted by the Parties to said courts.

Recipient Signature
