

## MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“NDA”) between Beekeeper AG and its affiliates and subsidiaries and is effective as of the date the agreement is signed by all parties. Each party may be individually referred to as “Party” and collectively referred to as the “Parties.”

To facilitate business discussions between the parties regarding certain proprietary information and in consideration of a Party’s disclosure of confidential information (“Discloser”) to the other Party (“Recipient”), the Parties agree as follows:

1. For purposes of this NDA, “Confidential Information” means: any data or information that is proprietary to the Discloser and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, inventions, designs, processes, procedures, formulas, improvements, technologies or methods; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases,; and (v) any other information that should reasonably be recognized as confidential information of the Discloser. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Recipient acknowledges that the Confidential Information is proprietary to the Discloser, has been developed and obtained through great efforts by the Discloser and that the Discloser regards all of its Confidential Information as trade secrets.
2. Confidential Information does not include information that the Recipient can demonstrate by documentation which (i) is or becomes available to the public without breach of this NDA; (ii) is explicitly approved for release by written authorization of the Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is rightfully known to the Recipient prior to such disclosure; or (v) is independently developed by the Recipient without the use of the Discloser’s Confidential Information or breach of this NDA.

3. If the Recipient is required to disclose Confidential Information pursuant to applicable law, statute, regulation, or court order, the Recipient will, to the extent permissible by law, give to the extent practicable, prompt written notice to the Discloser. In the event the Discloser, at its sole expense, seeks to make such disclosure subject to a protective order or other appropriate remedy to preserve confidentiality of the Confidential Information, the Recipient agrees to reasonably cooperate with the Discloser, to the extent practicable. Notwithstanding the foregoing, in the event of the Discloser's failure to timely seek or obtain enforceable protective relief, the Recipient may disclose the Confidential Information requested without liability.
4. The Recipient agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties ("Purpose") and not for any purpose other than as authorized by this NDA. No other right or license, whether expressed or implied, in the Confidential Information is granted the Recipient hereunder. Title to the Confidential Information will remain solely with the Discloser. Nothing herein is intended to create nor does it create any legal obligation or relationship between the parties hereto, except for the matters specifically agreed to herein.
5. For a period of three (3) years from the date of receipt of Confidential Information from the Discloser, the Recipient will:
  - a. not disclose the other Party's Confidential Information to any third party other than as expressly provided below;
  - b. restrict disclosure of the other Party's Confidential Information to only those employees, agents or consultants who must be directly involved with the Confidential Information for the Purpose and who are bound by confidentiality terms substantially similar to those in this NDA;
  - c. be responsible for any breach of this NDA by any employees, agents or consultants as if the Recipient itself had made such a breach;
  - d. use the same degree of care as for their own information of equal importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information;
  - e. promptly notify the Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and prevent further unauthorized actions or other breach of this NDA; and
  - f. use Confidential Information only in connection with the Purpose.
  - g. within 10 days of receipt of the Discloser's written request, the Recipient will return to the Discloser or certify the destruction of all documents and electronic or other media bearing Confidential Information, except that to the extent there is Confidential Information of the Discloser in the electronic back-up files of the Recipient, the Recipient

may keep such Confidential Information until destroyed according to its regular document destruction policies.

6. The term of this NDA is three (3) years from the Effective Date. Either Party may terminate this NDA for any reason by giving 30 days' written notice to the other Party. The Recipient's obligations regarding Confidential Information as stated in paragraph 5 above, and 7, 8 and 9 below will survive the expiration or termination of this NDA.
7. The existence and terms of this NDA are Confidential Information.
8. Due to the valuable and unique character of the Confidential Information, the parties agree that the unauthorized dissemination of same would destroy or diminish the value of such Confidential Information. Damages from such dissemination would be impossible to calculate. Therefore the Discloser has the right to seek injunctive relief against the Recipient and shall in addition to any other available relief be entitled to recover its reasonable costs and attorney's fees. Further in the event of litigation relating to this NDA the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.
9. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NO PARTY MAKES ANY WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE SUFFICIENCY OR ACCURACY OF THE CONFIDENTIAL INFORMATION, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF USE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE. No license, expressed or implied, in the Confidential Information is granted other than to use the Confidential Information for the Purpose. The Discloser warrants that for any Confidential Information they disclose, they are authorized to disclose this information pursuant to this NDA. This NDA will not create a joint venture, partnership or any other business relationship.
10. This NDA is governed by the laws of Switzerland. All disputes arising out of or in connection with these terms shall be governed by substantive Swiss law, excluding the conflict of law rules and the laws in treaties, including but not limited to the Uniform Law on Purchases (Vienna treaty). The competent Courts of the Canton of Zurich shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these terms.
11. This NDA may be executed by counterparts and all counterparts taken together constitute one instrument. This NDA constitutes the entire agreement between the Parties and supersedes any other written or oral agreements concerning this subject matter. This NDA may only be modified in writing by the Parties. Neither Party may assign their rights under this NDA without the prior written consent of the other Party.

12. Any notice under this NDA will be in writing and will be deemed to have been duly given when delivered personally or three (3) days after such notice is deposited in writing in post, registered, postage prepaid, and addressed to each Party at such Party's address shown on the signature page of this NDA.

**Beekeeper AG**

Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

This NDA has been executed by the authorized representatives of the Parties, as indicated by their respective signatures below:

**Beekeeper AG**

Name:	Name:
Title:	Title:
Date:	Date: