

NON-DISCLOSURE AGREEMENT

This AGREEMENT dated _____, 2021 ("Effective Date"), by and between **FRACTUS, S.A.**, a Spanish corporation, having offices at Avinguda Alcalde Barnils, 64-68, Modul A, 08174 Sant Cugat del Valles, Barcelona, SPAIN ("FRACTUS"), and _____, having offices at _____ . The above companies are collectively referred to as the "Parties" and individually referred to as a "Party".

WITNESSETH:

WHEREAS the Parties desire to engage in discussions to evaluate a potential business relationship between the Parties involving patents and patent applications currently owned or licensed by FRACTUS as a result of such discussions (the "Relationship").

WHEREAS, in evaluation of the Relationship, it is essential that the Parties exchange certain confidential marketing, technical, corporate, and commercial information under the terms and conditions specified below.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. For the purpose of this Agreement, "Confidential Information" means all confidential and/or proprietary information, disclosed by one Party to the other both prior to and following the Effective Date of this Agreement, and whether oral, electronic, visual or written form, including, without limitation, processes, services, products, plans, intentions, pricing, inventions, intellectual property rights, patents, patent applications, continuations, continuations-in-part, reissues, reexaminations, any foreign counterparts thereof and/or any individual claims thereof, technology, patent strategy, litigation and other actions, technical information, copyrights, copyright registrations, copyright applications, proposals, agreements, licenses, patent infringement analysis, plans, due diligence, facilities, trade secrets, know-how, methods, techniques, computer software, source and object codes, algorithms, engineering concepts, product specifications, models, descriptions, drawings, samples, demonstrations, manufacturing processes, research and development efforts, development tools, marketing information, sales, suppliers, customers, competitors, business relationships and discussions, and financial data and copies, reproductions, and drafts thereof, and material incorporating, relating to, or derived from such information.
2. The Parties shall use the other Party's Confidential Information only for purposes of considering the Relationship. Except as provided in Section 4, the Parties shall not disclose, or allow disclosure of, such Confidential Information to any third Party without the prior written approval of the other Party.
3. Each Party shall protect the confidentiality of such Confidential Information with the same degree of care it uses to protect its own highly proprietary Confidential Information, which measures will, at a minimum, be in accordance with generally accepted business standards for protecting highly confidential and proprietary business information.
4. Each Party shall limit the disclosure of such Confidential Information to only the minimum number of its officers, directors, employees, or Representatives who have a need to know for purposes of evaluating

the Relationship ("Authorized Persons"). The Party disclosing Confidential Information to its Authorized Persons shall (i) ensure that such persons personally adhere to and comply with all terms and obligations of confidentiality, use, and protection of the Confidential Information as accepted by the Parties under this Agreement and (ii) be liable if such persons do not adhere to such requirements.

5. The Parties agree that, subject to Rule 408 of the Federal Rules of Evidence for United States Courts and Magistrates: (a) the Confidential Information is provided for purposes of settlement and negotiations; (b) the referenced documents and information are not to be considered a complete analysis of any patent by either Party and each Party reserves the right to revise any Confidential Information without prejudice; (c) the Confidential Information is not to be construed as a representation of the overall scope and applicability of the subject claims of any patent; (d) neither Party is limiting its position to any statements or positions appearing in the Confidential Information; and (e) evidence of conduct or statements made in the course of any discussions (except the fact that such discussions occurred) shall be inadmissible in any proceeding for any purpose. In no event, the aforementioned provision shall limit any Party's ability to use its own Confidential Information, including its offer made to the other Party, in any legal proceeding and any other appropriate situations. This provision shall survive the termination or expiration of this Agreement indefinitely.
6. The disclosing Party shall use reasonable efforts to (i) identify the confidential nature of the Confidential Information by proprietary and/or confidential notices and legends and (ii) identify the confidential nature of oral or visually disclosed Confidential Information at the time of disclosure and reduce oral Confidential Information to writing within thirty (30) days of its disclosure, marked as set forth above. Notwithstanding the foregoing, with respect to Confidential Information other than in written form, the disclosing Party need only identify such Confidential Information as confidential once. The disclosing Party shall have the right to provide advance written designation of the confidential nature of the Confidential Information, which will be disclosed in other than written form without the need to follow up in writing. Notwithstanding the failure to mark Confidential Information as confidential or proprietary, or to record oral conversations in writing, said information shall be deemed Confidential Information hereunder if it is of the type or nature that would reasonably be expected by the Parties, in the context of its disclosure, to be confidential.
7. A Party may not copy Confidential Information provided by the other Party. All Confidential Information of the other Party shall be kept at Parties' Offices, which facilities will remain locked except upon entry or exit of Authorized Persons. No Confidential Information of the other Party shall be removed from such facility, copied, or reproduced; provided that notes limited to impressions and conclusions about such Confidential Information (not to include copies or derivatives of the Confidential Information) ("Notes") may be made by either Party, provided that Notes must remain with, and be subject to the protections hereunder of, the other Party's Confidential Information. Each Party shall use the Confidential Information, and knowledge derived therefrom solely to evaluate the Relationship, and not to be used for any other purpose, including without limitation, filing any patent applications or interference or re-exam actions against Fractus. Neither Party shall challenge the validity or scope of any Fractus' Patent, or any continuations, continuations-in-part, reissues, reexaminations, any foreign counterparts thereof and/or any individual claims thereof, before the United States Patent and Trademark Office, any U.S. regulatory agency, any court located in the United States, any similar venue outside of the United States. Confidential Information and all associated intellectual property rights shall remain the property of the disclosing Party.
8. Within thirty (30) days of receipt by the receiving Party of a written request from the disclosing Party,

and in any event within thirty (30) days of expiration or termination of this Agreement, the Confidential Information together with all Notes, copies, summaries, analyses, and extracts thereof shall be returned to the disclosing Party or destroyed, at the disclosing Party's election, and if requested by the disclosing Party, the receiving Party shall provide clear evidence of such destruction, including without limitation, written certification. The receiving Party may retain an archival copy for use (on a confidential basis) solely in the adjudication of a dispute pertaining to this Agreement for a period of two (2) years after expiration or termination of this Agreement, after which the receiving Party must return or destroy such archival copy.

9. This Agreement is effective as of the Effective Date and shall terminate on the first (1st) anniversary of the Effective Date provided, however, that no such termination shall in any way whatsoever relieve either Party of its continuing obligations to safeguard and not use or disclose any Confidential Information received from the other Party during the term hereof.
10. The obligation of confidentiality shall not apply to the extent the Confidential Information (i) was previously known to the receiving Party free of any obligation to keep it confidential at the time it was communicated by the disclosing Party, or (ii) is or becomes generally known to the public, provided that such public knowledge is not the result of any acts or omissions attributable to the receiving Party, or (iii) which the disclosing Party explicitly agrees in writing need not be kept confidential, or (iv) is to the extent disclosed pursuant to any judicial, arbitral or governmental requirement or order, provided that the receiving Party takes reasonable steps to give the disclosing Party sufficient notice in order to contest such requirement or order and assists the disclosing Party in such efforts, or (v) is independently developed by the receiving Party (excluding any Authorized Persons) without reliance on, the disclosing Party's Confidential Information which can be demonstrated to the reasonable satisfaction of the disclosing Party or (vi) is rightfully received by the receiving Party from a third Party free of any obligation of confidentiality.
11. Nothing contained herein shall be construed as conferring, by implication, estoppel or otherwise, any license or right in respect of any trademark, copyright, Confidential Information, invention, or any existing or later issued patent or other intellectual property right. No other rights or obligations other than those expressly recited herein are to be implied from this Agreement.
12. The Confidential Information is provided "As Is" with no warranties express or implied.
13. This Agreement shall be construed in accordance with and governed by the laws of England without reference to its conflict of laws principles. The Parties irrevocably consent to the venue and jurisdiction of the courts of England for the purposes of enforcing the provisions herein. Process may be served on either Party by U.S. mail, postage pre-paid, certified or registered, or globally recognized overnight mail service, and addressed to the attention of the respective Party's General Counsel at the address indicated on page 1 of this Agreement.
14. The Parties agree that the Confidential Information furnished hereunder is of a unique nature and of extraordinary value and of such character that any unauthorized use or disclosure thereof by the recipient will cause irreparable injury to the disclosing Party for which the disclosing Party will have no adequate remedy at law. Accordingly, in the event of actual or threatened unauthorized use or disclosure, the disclosing Party shall have the right, in addition to all other remedies at law or in equity, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction and to seek a temporary or permanent injunction or order prohibiting the recipient, its agents, officers,

directors, and employees, as the case may be, from such unauthorized use or disclosure of any Confidential Information provided pursuant to this Agreement. In any proceeding by the disclosing Party to obtain injunctive relief, the receiving Party's or any other defendant's ability to answer in damages shall not be a bar or be interposed as a defense to the granting of relief, and the disclosing Party shall not be required to post a bond or other undertaking in such a proceeding.

15. Unless otherwise stated, the term "Party" shall include all affiliates (specifically, any other entity which, directly or indirectly, controls, is controlled by, or is under common control of a Party) of each Party.
16. Neither Party may reverse engineer, reverse assemble, or de-compile any part of the other Party's Confidential Information without first obtaining the other Party's written consent.
17. If any provision of this Agreement is held invalid or unenforceable by a competent court, it is the Parties' intent that the remaining provisions shall be in full force and effect.
18. This Agreement contains the entire agreement of and supersedes any and all prior understandings, arrangements, and agreements between the Parties hereto, whether oral or written, with respect to the subject matter hereto. Neither Party has any obligation to enter into a formal relationship or other agreement with the other Party.
19. Neither Party shall be entitled to assign or transfer this Agreement nor any rights or obligations contained herein to any third Party without the prior written approval of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and authorized assigns.
20. This Agreement may only be amended in writing and signed by both Parties.
21. This Agreement may be signed in counterparts, each of which may be delivered by facsimile or other electronic transmission, and each of which, when taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. Execution and delivery of this Agreement by facsimile or other electronic signature is legal, valid, and binding for all purposes.

* * *

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure Agreement to be executed by their duly authorized officers as of the Effective Date.

FRACTUS, S.A.

By: _____

Name: _____

Title: _____

(Company Name)

By: _____

Name: _____

Title: _____