

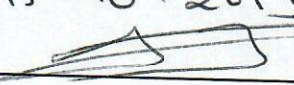
SRX 2004

NON-DISCLOSURE AGREEMENT N° C 190853
(Mandatory L'Oréal reference number)

Between

BrighTex Bio-Photonics LLC	(hereafter the " Partner ")
Legal structure / Share capital Entity Registration Number Address [headquarter or domicile]	359 Piercy Road. San Jose. CA. 95138 LLC California TAX ID 71-0981203
Expertise	R&D; development; manufacturing of surface characterization metrology AI : skin and industrial surf.
Project Manager / Lawyer (☑/☑)	Raj Chhibber (1 408 784 7282/ raj@btbp.org;rchhibber@comcast.net)
Address where to send the contract (if different from the headquarter address)	359 Piercy Road. San Jose. CA. 95138. USA
Contact (☑/☑) (signature, archiving, ...)	+14087727020
Name of representative	Raj Chhibber
Title of representative	CEO
Date of signature:	
Signature (no PP):	 10/8/19

And

L'ORÉAL	(hereafter " L'ORÉAL ")
Legal structure / Share capital Entity Registration Number	Société Anonyme / €112,079,330.40 Registre du Commerce et des Sociétés de Paris under n° 632 012 100
Headquarter's address	14 rue Royale, 75008 Paris, France
Expertise	Development, manufacturing, sale of cosmetics, dermatological products and devices
Project Manager (☑/☑)	Olivier Leseur (olivier.leseur@rd.loreal.com/ +33158920544)
Lawyer (☑/☑)	Jessica Dubois (jessica.dubois@rd.loreal.com / +33 158922154)
Contact (☑/☑) (follow-up, signature process, archiving of signed agreement)	Sophie Lemièrre (sophie.lemiere@rd.loreal.com / +33 158921563)
Address where to send the signed contract	L'Oreal R&I Technology Department - "Devices & Algorithms" Invention Domain Emmanuelle Bordas for Johan Aubert (+33 158922225 for FEDEX purposes) 15, rue Pierre Dreyfus, 92110 Clichy - France
Name of Representative	Johan Aubert
Title of Representative	Head of " Devices & Algorithms " Invention Domain
Date of signature:	15.10.2019
Signature (no PP):	

L'ORÉAL and the PARTNER (collectively referred to as the "Parties" and individually as a "Party") will exchange and/or generate proprietary information and documents the confidentiality of which needs to be protected.

Discussions subject / purpose	Discussion on software and hardware solutions proposed by BrighTex Bio-Photonics for skin and fiber (mainly hair and eye lashes) diagnostics, their overall operating principle and their performances. The Parties will be free to extend this Discussions subject/purpose by an exchange of e-mails between L'Oréal's Legal Department and the Partner's Legal Department or representative.
Discussions starting date ("Effective Date")	August 28, 2019
Discussions duration	2 years
Confidentiality duration	Discussions duration + 5 years

Article 1

The purpose of this agreement (the "**Agreement**") is to define the conditions protecting the information to which the Parties have access within the course of their Discussions. The following shall be considered as "**Information**":

- a) all the documents and information, without regard as to their nature, form and/or the type of medium on which they are incorporated (i) disclosed by one of the Parties and/or its Affiliates (as defined below) to the other Party and/or its Affiliates (as defined below) during the course of their Discussions, (ii) relating to the disclosing Party, of which the other Party and/or its Affiliates become aware incidentally in the context of the Agreement, and (iii) generated within the Discussions, as well as
- b) the very existence of the Discussions and of the Agreement.

It is understood that it is not necessary for the media on which the Information will be communicated to contain words such as "confidential", "secret", "personal", etc., in order for such Information to be considered as confidential. If any one of the Parties or its Affiliates place such words, the Information contained on the media on which the above-mentioned words are not placed, will not lose their confidentiality. "**Affiliates**" shall mean (i) any entity in which a Party, directly or indirectly, owns 50 % or more of the share capital or exercises 50 % or more of the voting rights or (ii) any entity which owns 50 % or more of the share capital or exercises 50 % or more of the voting rights, directly or indirectly, in either Party.

Article 2

Without first obtaining the other Party's written consent, each Party hereby undertakes to maintain any and all Information disclosed by or belonging to the other Party and/or its Affiliates in strict confidence and agrees not to disclose, communicate, even in part, in any form whatsoever, any of the Information to any third party other than as expressly permitted herein and not to use it for any purpose other than conducting the Discussions. Each Party warrants compliance by its and its Affiliates' respective employees, directors and agents (the foregoing persons collectively referred to as "Representatives") with the obligations set forth under this Agreement. Each Party covenants to take all the precautions needed to preserve the confidentiality of the Information and in particular:

- a) to communicate and reveal Information only to its Representatives who need to know it for the performance of this Agreement, provided that these Representatives agree to only disclose such Information to other Representatives and to only use the Information for the purpose of conducting the Discussions; and
- b) to ensure the security of the Information by using the same level of care as it exercises in protecting its own information of a similar nature, but in no event less than a reasonable standard of care.

For the sake of clarity, each of the Parties remains free to disclose its proprietary Information.

The provisions hereof shall not apply to any Information for which the receiving Party can demonstrate with written evidence that:

- a) the Information was developed independently by the receiving Party, without using any Information disclosed by the other Party and/or its Affiliates;
- b) the Information was already in the public domain at the time of its disclosure by the other Party or thereafter became part of the public domain through no wrongful act or omission of the receiving Party;
- c) the Information was in its lawful possession prior to its disclosure by the other Party; or
- d) the Information was received from a third party by the receiving Party, provided that this third party was not also bound by a confidentiality obligation.

If one of the Parties is under an obligation to communicate Information further to a request from an administrative or judicial authority, such Party covenants, if possible, to ask the other Party for its prior written consent to this communication. In any case, the Party under an obligation to disclose is expressly permitted to communicate the Information if non-communication entails the payment of fines or pecuniary or criminal sanctions for that Party. In any event, the Party communicating the Information will notify the recipient that the Information is confidential.

Article 3

Each Party declares and acknowledges that:

- a) all rights with respect to the Information, in particular any intellectual property rights in relation thereto, remain the property of the disclosing Party or its Affiliates;
- b) this Agreement and the exchange of Information do not confer upon them, by implication or otherwise, any right of ownership, license of the Information, or option for the foregoing, received from the disclosing Party or its Affiliates.

No provision of this Agreement shall be construed as an obligation for either Party to enter into any further agreement or other form of collaboration with the other Party in relation to the Discussions. If, based on the Discussions, the Parties decide to pursue their collaboration, the Parties shall negotiate in good faith the terms and conditions of a separate agreement. In such case, the Parties agree that the provisions of this separate agreement, with regards to the generated intellectual property, shall apply to the Information generated by the Parties during their Discussions.

Article 4

The receiving Party acknowledges that Information is provided on an "as is" basis. In no event shall the disclosing Party be liable to the receiving Party for any direct, indirect, special or consequential damages in connection with or arising out of the use of any portion of the Information, including, without limitation, any representation or warranty as to completeness, accuracy, safety or fitness of the Information for a particular purpose.

Article 5

This Agreement shall be effective as of the Effective Date and shall remain in force until expiration of the Confidentiality Duration mentioned on the front page. The Parties agree that the Discussions' duration may be extended by an exchange of e-mails between L'Oréal's Legal Department and the Partner's Legal Department or representative. At the end of the Discussions, each Party shall, upon the other Party's request, return to the other Party or destroy all Information belonging to such Party. However, this obligation to return or destroy Information shall not apply to electronic copies of the Information made as a matter of routine information technology back-up.

Article 6

This Agreement states the entire and complete understanding of the Parties in relation to the Discussions and supersedes any prior verbal or written agreement or any other communication between the Parties in connection with the Discussions. It will not affect rights and obligations resulting from other agreements between the Parties, the purpose of which is different from the purpose of the Discussions. Except with regards to the scope of the Discussions and the extension of the Discussions' Duration, this Agreement may be amended by a written amendment signed by both Parties.

Article 7

Both Parties agree that if this Agreement is breached, money damages may be inadequate as the sole remedy for any such breach. As a result, the non-breaching Party may be entitled in addition to seek injunctive or other equitable relief as a remedy of any breach of this Agreement.

Article 8

This Agreement will be governed by the laws of the state of New York, without regards to its conflict of law principles. Any dispute, difference or litigation arising out of or relating to this Agreement, concerning this Agreement's validity, interpretation, performance or termination or arising from the consequences and results hereof shall be referred to the competent courts located in New York (United States of America) having jurisdiction under ordinary conditions.