



CORETX Mutual NDA

Confidentiality Agreement

Revision: 1.0
Last Modified: 20/04/2016

1. BACKGROUND

WHEREAS, the Parties are engaged in discussions regarding a potential business relationship (the “**Transaction**”); and

WHEREAS, a Party may request from the other (in such case, the “**Recipient**”) and/or disclose to the other (in such case, the “**Disclosing Party**”) certain business, financial, technical, and other Confidential Information (as defined below) concerning their respective businesses and affairs that is not available to the public.

2. DEFINITIONS

“**Affiliate**” means in relation to a Party, an entity which is, from time to time, a subsidiary or a holding company, or a subsidiary of that Party’s ultimate holding company (the terms “subsidiary” and “holding company” having the meanings given to them in the Companies Act 2006);

“**Confidential Information**” shall mean any and all information disclosed to, or otherwise acquired or observed by, a Party including its Affiliates, directors, officers and employees (collectively, “**Recipient’s Representatives**”), from the Disclosing Party or its Affiliates, relating to the business of the Disclosing Party, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form, including, but not limited to, all sales and operating information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright.

Confidential Information does not include information which:

- i. becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement;
- ii. was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by Disclosing Party;
- iii. becomes available to Recipient on a non-confidential basis from a source other than Disclosing Party; provided that such source is not bound by a confidentiality agreement with Disclosing Party, or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or
- iv. is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.

3. NON-DISCLOSURE

In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of Disclosing Party, disclose such information to any person for any reason at any time; *provided, however*, it is understood that Recipient may disclose any of the Confidential Information to those of the Recipient’s Representatives who actually need such material for the purpose of evaluating the proposed Transaction on the condition that, prior to such disclosure, such Recipient’s Representatives have signed an agreement with confidentiality provisions no less stringent than those set forth herein; *provided further, however*, that,

notwithstanding anything herein to the contrary, neither party may disclose the other party's Confidential Information to any competitor of the other party, without such other party's prior written consent. The term "person" as used in this letter shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

4. USE

Recipient shall not use any Confidential Information for any reason or purpose other than as necessary in regard to the Transaction. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work or product.

5. OWNERSHIP

Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the evaluation of the proposed Transaction, including all copies thereof, are and shall be the sole property of Disclosing Party, and Recipient shall keep the same at all times in its custody and subject to Recipient's control. The Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by the other Party.

6. COMPELLED DISCLOSURE

In the event that Recipient or any of Recipient's Representatives is requested or required by law (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, it is agreed that Recipient or such Recipient's Representative, as the case may be, will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party grants a waiver hereunder, Recipient or such Recipient's Representative may furnish that portion (and only that portion) of the Confidential Information which, in the opinion of Recipient's counsel, Recipient is legally compelled to disclose and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

7. RETURN OF CONFIDENTIAL INFORMATION

Promptly following the earlier of (i) the termination of this Agreement and (ii) the written request of Disclosing Party, Recipient will deliver to Disclosing Party all documents or other materials furnished by Disclosing Party to Recipient constituting Confidential Information, together with all copies thereof, including computer disks in the possession of Recipient. In the event of such request, all other documents or other materials constituting Confidential Information, together with all copies thereof in the possession of Recipient, will be destroyed with any such destruction confirmed by Recipient in writing to Disclosing Party.

8. NO WARRANTIES

Neither Party makes any representation or warranty as to the accuracy or completeness of the Confidential Information.

9. NO OBLIGATION

Neither Party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither has any obligation by virtue of this Agreement to procure any products or services from the other Party. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.

10. REMEDIES

Recipient acknowledges that monetary damages would be both incalculable and an insufficient remedy for any breach of this Agreement by Recipient and that any such breach may cause Disclosing Party irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

11. SCOPE; TERMINATION

This Agreement may be terminated by either Party by giving the other Party no less than thirty (30) days prior written notice; *provided*, however, that, notwithstanding anything herein to the contrary, each Party's obligations with respect to each item of the other Party's Confidential Information will survive for a period of three (3) years following the disclosure of the applicable Confidential Information.

12. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with English law. The Parties hereby submit to the exclusive jurisdiction of the English courts.

13. AMENDMENTS

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or cancelled in whole or in part, except by written instrument signed by duly authorised representatives of the Parties.

14. SEVERABILITY

If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

15. WAIVERS

No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver.

16. ENTIRE AGREEMENT; NO ASSIGNMENT

This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties. This Agreement may not be assigned by either Party by operation of law or otherwise without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except either Party may, upon prior written notice to the other Party (but without any obligation to obtain the consent of such other Party), assign this Agreement or any of its rights hereunder to any Affiliate of such Party, or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if such entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement.

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