

Mutual Nondisclosure Agreement

THIS MUTUAL NONDISCLOSURE AGREEMENT (this "**Agreement**") is entered into as of the date of the last signature hereto (the "**Effective Date**") by and between Fresh Relevance Ltd ("**Fresh Relevance**") and XXXX ("**Company**").

WHEREAS, Fresh Relevance has already disclosed, and/or will be disclosing, to Company certain Confidential Information (as defined below) regarding Fresh Relevance and its business and Company has already disclosed and/or will be disclosing to Fresh Relevance certain Confidential Information regarding Company and its business; and

WHEREAS, the Disclosing Party is disclosing Confidential Information to the Receiving Party so that the parties may evaluate a potential transaction or business relationship with each other (as applicable, the "**Permitted Purposes**").

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **CONFIDENTIAL INFORMATION.** For purposes of this Agreement, "**Confidential Information**" shall mean certain confidential and proprietary business, financial, engineering and/or technical information belonging to or properly in the possession of the Disclosing Party, regardless of form or medium, which information (a) is marked as "confidential" or "proprietary" or the like when disclosed; (b) if disclosed orally is identified by the Disclosing Party as confidential at the time of disclosure and is summarized and described as confidential in a writing that is delivered to the Receiving Party within thirty (30) days of disclosure; or (c) a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure, including but not limited to all know-how, trade secrets, product development, design or technology behind its products, research and/or development, identity of its customers, suppliers, employees and support personnel, as well as any and all tactical, scientific, statistical or commercial information of any kind.

2. **RECEIVING AND DISCLOSING PARTY.** As used in this Agreement, the "**Disclosing Party**" shall mean the party disclosing Confidential Information under this Agreement and the "**Receiving Party**" shall mean the party receiving Confidential Information under this Agreement, it being understood that either party to this Agreement may be a Disclosing Party and/or Receiving Party depending on the circumstances in which reference is made hereunder. Further, the term Disclosing Party includes all Affiliates of the Disclosing Party and the term Receiving Party includes all Affiliates of the Receiving Party. An "**Affiliate**" means, with respect to a party, any person, partnership, joint venture, corporation or other organization, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly controls, is controlled by, or is under common control with such party.

3. **RESTRICTIONS ON USE AND DISCLOSURE.** The Receiving Party shall not use any portion of the Confidential Information in any manner or for any purpose other than as is necessary and/or appropriate in connection with the Permitted Purposes. Further, at all times that the Receiving Party is in possession of Confidential Information, the Receiving Party shall (a) safeguard the Confidential Information from unauthorized use and disclosure; (b) disclose the Confidential Information to no one other than employees, contractors, or advisors of the Receiving Party with a need to know in order to perform the Permitted Purposes; and (c) advise all such employees, contractors, and advisors of their obligations with respect to the Confidential Information and be responsible for their breach of this Agreement. Notwithstanding the foregoing, Confidential Information shall not include information which (i) is or becomes generally known or available to the public (through no fault of the Receiving Party or its employees or advisors); (ii) is in the Receiving Party's possession prior to its disclosure by the Disclosing Party to the Receiving Party; (iii) subsequently comes into the Receiving Party's possession through channels independent of the Receiving Party (provided the Receiving Party is unaware that such channels are legally prohibited from disclosing the information); (iv) is independently developed by the Receiving Party; or (v) is released or disclosed by the Receiving Party in accordance with a valid order of a court or government agency, provided the Receiving Party (A) promptly notifies the Disclosing Party of such order, and (B) reasonably cooperates with the Disclosing Party (at the Disclosing Party's expense)

in obtaining a protective order of reasonable scope with respect to the order requiring release or disclosure. The Receiving Party acknowledges that disclosure pursuant to subsection (v) does not alone invoke any exceptions set forth above in this Section 2 and the Receiving Party agrees to otherwise maintain the confidentiality of the Confidential Information after such disclosure.

4. **OWNERSHIP OF CONFIDENTIAL INFORMATION.** All Confidential Information shall remain the property of the Disclosing Party, and shall be returned to the Disclosing Party or certified as having been destroyed upon request of the Disclosing Party; provided, however, that a party shall not be obligated to return or destroy copies of electronically exchanged Confidential Information made as a matter of routine information technology backup, provided that such Confidential Information or copies thereof shall be subject to the confidentiality obligations set forth herein. Nothing in this Agreement shall be construed as granting to or conferring upon the Receiving Party any rights by license or otherwise in the Confidential Information. No representation is made by the Disclosing Party that the Confidential Information provided to the Receiving Party is complete or accurate. The Disclosing Party shall have no liability whatsoever to the Receiving Party relating to or resulting from the use of the Confidential Information or any inaccuracies therein or omissions there from.

5. **NO COMMITMENT.** Subject only to the provisions herein regarding use and disclosure of the Confidential Information, nothing herein is to be construed to preclude either party's freedom at any time to negotiate with, enter into any agreement or transaction with, invest in or perform services for any actual or potential competitor of the other party. Further, nothing herein shall in any way require either party to take any action to purchase, invest in, undertake a joint venture with, or enter in any other agreement or transactions with the other party.

6. **TERM.** The Receiving Party's commitments in this Agreement shall cover any and all Confidential Information disclosed prior to, on, and after the Effective Date. Either party may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to the other party. Notwithstanding the termination of this Agreement for any reason, the restrictions on the use or disclosure of Confidential Information herein shall expire with respect to specific Confidential Information five (5) years from the date of disclosure by the Disclosing Party to the Receiving Party of such specific Confidential Information.

7. **MISCELLANEOUS.** No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver hereof and all waivers are required to be in a signed writing. In the event of the Receiving Party's threatened or actual breach of this Agreement, the Disclosing Party shall have no adequate remedy at law and shall be entitled to all equitable remedies, including immediate injunctive and other equitable relief. In the event any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remainder of this Agreement shall not be affected. This Agreement contains the full and complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior representations and understandings concerning the same subject matter whether oral or written. This Agreement will be governed by and construed according to UK law and the courts of England shall have exclusive jurisdiction for dealing with any dispute.

This Agreement is effective as of the last date set forth below.

Fresh Relevance Ltd.

Dated: 15/06/2022

Name: Eddy Swindell_____

Title:_____

Company:_____

Dated:

Name:___

Title:_____