MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "**Agreement**") shall apply from the Order Effective Date. The Parties hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms in this Agreement shall have the following meaning:

"**Affiliate**" means any person or entity which directly or indirectly controls, is controlled by or is under common control with such person or entity where "control" means the right to control, or actual control of management of such entity, whether by ownership of voting securities, by agreement, or otherwise.

"**Confidential Information**" means (i) this Agreement and its content; (ii) any discussions and negotiations relating to the Designated Purpose; and (iii) any oral, written, graphic or machine-readable information including, but not limited to technical or non-technical data, patents, patent applications, copyright, copyright applications, industrial designs, research, product or service plans, developments, inventions, processes, designs, drawings, patterns, compilations, engineering methods, techniques, devices, formulae, software (including source and object code), algorithms, business plans, agreements with third parties, lists of actual or potential services or customers, marketing plans, financial plans or finances, and similar information relating to the Designated Purpose, or the Discloser, its Affiliates, or any of their respective third party suppliers or customers furnished by or on behalf of the Discloser to the Recipient or any of its Representatives regardless of the manner in which it is furnished or obtained by the Recipient or its Representatives including by observation of the Discloser's facilities or procedures.

"**Engaged Representatives**" means Representatives who have been access to Confidential Information and have agreed to protect all Confidential Information for the duration of the Term.

"**Person**" means any individual, partnership of any kind, corporation or company of any kind, organization or association of any kind, trust, joint venture, or other entity of any kind.

"**Representatives**" means, in respect of any Party, such Party's directors, officers, and employees, as well as a Party's advisors (including financial advisors and legal counsel).

2. Nondisclosure of Confidential Information.

a. The Parties agree that the Recipient shall have the right to share Confidential Information only with Representatives who: (i) have a substantive need to know about the Confidential Information in connection with the Designated Purpose; and (ii) have been advised of the confidential and proprietary nature of the Confidential Information, all in accordance with the terms of this Agreement.

b. Neither Recipient nor any of its Engaged Representatives shall use any of Discloser's Confidential Information for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of the Designated Purpose. Recipient will be responsible for all breaches of the terms of this Agreement by its Engaged Representatives.

c. Recipient and its Engaged Representatives shall take reasonable measures to protect the secrecy of, and avoid disclosure or use of, Discloser's Confidential Information in order to prevent this information from falling into the public domain or the possession of Persons who are not authorized under this Agreement to have or receive such information.

3. Exclusions. Notwithstanding anything to the contrary in this Agreement, Recipient shall have no liability to Discloser concerning any Confidential Information that Recipient can demonstrate: (i) was in the public domain at the time it was disclosed to Recipient or has entered the public domain other than by a breach of this Agreement by Recipient; (ii) was known to Recipient or Recipient's Representatives, without restriction, as of the date of this Agreement or at the time of disclosure; (iii) was disclosed with the prior written approval of Discloser; (iv) was independently developed by Recipient or Recipient's Representatives without any use of Discloser's Confidential Information; (v) becomes known to Recipient or Recipient's Representatives, without restriction, from a source other than Discloser without breach of this Agreement by Recipient or Recipient's Representatives and otherwise not in violation of Discloser's rights; (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, other governmental or regulating body, or stock exchange or listing authority; or (vii) is disclosed pursuant to the laws or regulations of any country to which Recipient's or Recipient's Representatives' affairs are subject, except that Recipient or Recipient's Representatives shall (where not legally prohibited) provide prompt notice of such requirement to Discloser to enable Discloser to, at its sole cost and expense, seek a protective order or otherwise prevent or restrict such disclosure. The Parties shall cooperate to appropriately protect against or limit the scope of disclosure.

4. Return of Materials. Within ten (10) days of the written request of Discloser, Recipient shall either: (i) return any Confidential Information that has been provided by Discloser to Recipient and/or its Engaged Representatives in connection with the Designated Purpose either in its possession, or that of Recipient's Engaged Representatives, accompanied by all copies thereof; or (ii) to the extent technically and legally practicable, delete or destroy all copies of Confidential Information in its possession, power or control, including copies of Confidential Information in the possession, power or control of its Engaged Representatives. Notwithstanding the foregoing, the Recipient will be permitted to retain (a) a copy of the Confidential Information, or any part thereof, for the sole purpose of satisfying, and as long as required by any law, regulation, court or regulatory or governmental agency or authority, and (b) electronic copies of records or files containing Confidential Information which have been created by the Recipient's automatic archiving and back-up procedures. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 0.

5. No Warranties or Rights Granted.

a. Nothing in this Agreement shall be implied as imposing any obligation on the Discloser to disclose any particular information and the Discloser gives no warranty and makes no representation to the Recipient that any information disclosed under this Agreement is accurate, complete or sufficient for the Designated Purpose. The Recipient acknowledges and agrees that the Confidential Information is disclosed to it by the Discloser on an "as is" basis.

b. The Parties agree that nothing in this Agreement shall be implied or construed as granting either Party any license to or other rights in any intellectual property in the Confidential Information other than the limited right to review the Confidential Information solely for the purpose of the Designated Purpose. All title, right and interest in the Confidential Information or any other intellectual property right of the Discloser shall at all times be in the Discloser, nor shall this Agreement grant Recipient any rights in or to Discloser's Confidential Information.

c. Nothing in this Agreement shall be construed as obligating or be deemed to obligate the Parties (i) to enter into any future agreement concerning the Designated Purpose or the Confidential Information or (ii) Discloser to disclose any particular Confidential Information. For greater clarity, neither Party shall be liable in the event that the Designated Purpose of discussions under this Agreement, do not lead to a definitive agreement.

6. Term. The term of this Agreement and the Parties' obligations commence on the date first written above and shall extend for a period of two (2) years ("**Term**").

7. Governing Law. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed and interpreted in accordance with the laws of the State of New York. The courts located in the State of New York will have exclusive jurisdiction over any disputes that might arise under or in connection with this Agreement.

8. Notice. Any notice, demand or other communication required or permitted to be given to either Party shall be in writing and shall be personally delivered to such Party, sent by prepaid overnight courier, or sent by electronic mail, or by prepaid overnight courier and delivered or sent to the intended recipient at its address as described hereinabove. Any Party may from time to time change its address by written notice to the other Party given in accordance with this paragraph.

9. Severability and Waiver. If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable under applicable law, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, and the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: (i) such provision shall be excluded from this Agreement; (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (iii) the balance of the Agreement shall be enforceable in accordance with its terms. All waivers must be in writing. The failure of either Party to insist upon strict performance of any provision of this Agreement, or to exercise any right under this Agreement, will not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right will affect the right of the waiving Party to enforce any other provision or right.

10. Independent Parties. Nothing contained in this Agreement shall be construed to constitute Quortex and Company as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or to provide either Party with the right, power or authority to create any duty or obligation on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other Person.

11. Remedies. Each Party acknowledges that: (i) its obligations set forth in this Agreement are necessary and reasonable in order to protect Discloser and its business; (ii) due to the unique nature of Discloser's Confidential Information, monetary damages may not alone be sufficient to compensate Discloser for any breach by Recipient of its covenants and agreements set forth in this Agreement; and (iii) any violation or threatened violation may cause irreparable injury to Discloser. Without prejudice to any other rights or remedies that either Party may have, Recipient acknowledges and agrees that Discloser shall be entitled to seek the remedies of injunction, specific performance, and other equitable relief for any threatened or actual breach of the provisions of this Agreement by Recipient. Notwithstanding the foregoing, Recipient's liability to Discloser shall be limited to direct damages, and shall exclude any other liability, including liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages.

12. General. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties regarding the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties regarding such subject matter are expressly cancelled. This Agreement may only be amended in writing and signed by an authorized representative of each of the Parties. Neither Party shall assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed). This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will be deemed for all purposes to constitute one and the same instrument. Signatures executed, transmitted and received via email will be treated as original signatures hereunder. There are no intended third-party beneficiaries of this Agreement. Each Party shall pay its own costs and expenses incurred in connection with this Agreement.