

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("MNDA") together with its applicable schedules, exhibits, annexes, and attachments, including all SOWs and any future agreements (collectively, the "Agreement") governs the definition and use of Confidential Information. This Agreement is effective between Pisano Limited ("Pisano") and the Customer ("Customer") identified in an executed Service Subscription Order Form ("Order Form") as of the Effective Date specified in such Order Form.

WHEREAS Pisano and Customer each wish to disclose to the other and to receive from the other certain information considered and treated by each party as confidential and/or proprietary; and

WHEREAS the parties agree to receive such information subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, which are incorporated in this Agreement, and the mutual promises contained herein, and intending to be legally bound hereby, Pisano and Customer agree as follows:

1. Confidential Information

- (a) Confidential Information is any copyrighted material, any other material, any information or data of a scientific, technical, commercial or financial nature that it obtained before or after the contractual relationship started, relating to the intellectual property and business practices of either party, whether or not reduced to writing, pictorially, in machine readable form, on disc, mail or orally, or other any tangible expression, which the disclosing party considers to be proprietary and confidential. Such Confidential Information includes, but is not limited to: (i) information relating to research and development, discoveries, improvements, processes, data, inventions, techniques, technology, drawings, product designs, product plants, programming, services, know-how, specifications, samples, notes, patents, copyrights, trademarks, trade names, trade secrets, and patent, trademark and copyright applications; (ii) business plans, financial information, computer hardware or software (including but without limitation code, software output, screen displays, file hierarchies and user interfaces), information systems, source code, products, services, costs, sources of supply, strategic plans, advertising and marketing plans, customer lists (potential or actual) and other customer-related information, sales, profits, pricing methods, project proposals, corporate and personnel statistics, and business relationships and (iii) third party confidential information that is disclosed to the receiving party.
- (b) Confidential Information shall not include any information which: (i) was already known to the receiving party prior to the time of disclosure by the disclosing party; (ii) is available or becomes generally available to the public other than through a breach of this Agreement by the receiving party; (iii) is acquired or received rightfully and without confidential limitation by the receiving party from a third party; or (iv) is independently developed by the receiving party without breach of this Agreement.

- 2. The receiving party agrees to take all necessary and appropriate steps to keep confidential and protect the disclosing party's Confidential Information including: (i) restricting access to all Confidential Information received from the disclosing party to those employees, agents and any other interested individuals who have a "need to know" the Confidential Information and who are made aware of and agree to be bound by the obligations of confidentiality contained herein; and (ii) not using, disclosing, or allowing access to such Confidential Information by any third party (other than those described in subsection (i) of this paragraph), except for those authorized by the disclosing party in writing and who upon our request execute a confidentiality and non-disclosure agreement containing provisions substantially similar to those contained herein. The receiving party further agrees to use the same degree of care in safeguarding the Confidential

Information as its uses for its own information, but in no event less than a reasonable degree of care. Except as required by law, each party agrees to keep confidential the existence of this Agreement and that it is meeting with or receiving information from the other party. Notwithstanding the foregoing, Customer acknowledges and agrees that certain research projects that Pisano may conduct hereunder at Customer's request may require Pisano to expose, reveal, disclose, or describe Customer's Confidential Information of new concepts, products, services, advertising campaigns or designs, to survey respondents ("Concept Testing"). Customer hereby waives and releases Pisano from and against any and all, loss, claim, or liability resulting from or related to Pisano's disclosure of Customer's Confidential Information of the information of new concepts, products, services, advertising campaigns or designs to survey respondents in connection with Concept Testing.

3. The receiving party's obligations regarding the Confidential Information shall not apply to Confidential Information that is required to be disclosed by applicable law, is lawfully required to be disclosed to any government agency, valid subpoena or by order of competent judicial or governmental authority. If the receiving party becomes legally required to disclose Confidential Information, if permissible, it will give the disclosing party prompt advance notice of such requirement and a reasonable opportunity to seek a protective order or other appropriate remedy. If the disclosing party is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the receiving party will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement.
4. Both parties agree that the Confidential Information is and will remain the property of the disclosing party. No use of such Confidential Information is permitted except as provided in this Agreement. The receiving party shall not duplicate or incorporate the Confidential Information into its own records or database except as necessary to perform its obligations hereunder.
5. Upon the written request of the disclosing party, the receiving party shall at the disclosing party's option either: (i) return the Confidential Information, in whatever form held by the receiving party, or (ii) certify in a writing signed by a duly authorized officer or representative of the receiving party that such Confidential Information, in whatever form held, has been destroyed. The confidentiality obligations herein shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, the receiving party shall not be obligated to return or destroy copies of Confidential Information to the extent it has been electronically archived by receiving party in accordance with its security and/or disaster recovery procedures; provided further that any such copies so retained shall remain subject to the confidentiality and non-use provisions contained herein for so long as they are held, irrespective of the term of this Agreement.
6. Both parties acknowledge and agree that the unauthorized disclosure or other violation or threatened violation of this Agreement by a party may cause irreparable damage to the other party. Both parties agree that the non-breaching party will be entitled to seek specific performance and injunctive or other equitable relief prohibiting the breaching party from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security, in addition to any other rights and remedies available in law. The non-breaching party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in conjunction with such proceedings with the final court order.
7. Nothing in this Agreement is intended to grant any rights to the receiving party under any patent, copyright, trademark, trade name or other proprietary right of the disclosing party, nor shall this Agreement grant the receiving party any rights in or to the Confidential Information. Neither party shall reverse-engineer, decompile, or disassemble any products, prototypes, software, algorithms, or any tangible objects that embody the Confidential Information nor shall either party remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or

copies of Confidential Information it obtains from the other party. Nothing in this Agreement shall limit or restrict the rights of the disclosing party to assert infringement or other intellectual property claims against the receiving party.

8. Each party acknowledges and agrees that the other party may currently or in the future be developing technology or information internally or receiving information from third parties involving technology or information, that may be similar to the other party's technology or information. Further, it is agreed that nothing in this Agreement shall be construed as a representation or implication that either party will not develop or review for itself or others technology or information that may compete with or be similar to the technology or information contemplated by the other party; provided, however, that the receiving party agrees not to disclose to third parties the disclosing party's Confidential Information nor to use the disclosing party's Confidential Information for its own benefit.
9. Neither this Agreement nor anything disclosed or provided pursuant to this Agreement creates or should be construed to create, in any manner, any obligation to enter into any contract or business arrangement nor does it obligate either party to purchase any service or item from the other or offer for sale any products using or incorporating Confidential Information.
10. Each party represents and warrants that it has the right to make the disclosures contemplated by this Agreement, and that such disclosures will not violate or infringe upon the rights of any third party. Except with respect to information furnished by Customer to Pisano in connection with Pisano's performance under a services agreement, both parties acknowledge and agree that neither party makes any representation or warranty (express or implied) as to the accuracy and completeness of Confidential Information.
11. None of the parties shall be entitled to transfer its rights and liabilities under this agreement fully or partially to any third party, without prior written consent of the other party.
12. This Agreement shall be governed by and interpreted and construed in accordance with the laws of England and Wales.
13. In the event of any dispute arising out of or relating to this Agreement, the parties hereby consent to the exclusive jurisdiction and courts in London, United Kingdom, for the purpose of any legal proceeding relating to or arising under this Agreement.
14. English shall be the governing language of this Agreement. In the event there is a conflict between the English version and any translated version, the English version shall prevail.
15. This Agreement may not be assigned by either party without the prior written consent of the other party. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. If a court or other decision-maker should determine that any provision of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable. Any failure by either party to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. A waiver given by either party on any one occasion will not be construed as a waiver of any right on any other occasion. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be amended or modified except by a writing signed by both parties.
16. Any stamp duty, charge, taxes, and other expenses arising from this Agreement shall be equally shared by the Parties.