

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “**Agreement**”), effective as of the last date of signature herein (the “**Effective Date**”), is entered into by and between the undersigned parties. Either party may disclose certain confidential technical and/or business information (the “**Discloser**”) to the other party (the “**Recipient**”). The undersigned may be referred to herein individually as a “**Party**,” or collectively as the “**Parties**,” and all references to each shall include their affiliates and subsidiaries, if applicable.

In consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

1. **PURPOSE**

The Parties wish to explore a potential business relationship of mutual interest (the “**Purpose**”), and in connection with this Purpose, each Party may disclose confidential information to the other Party, as strictly permitted by this Agreement.

2. **CONFIDENTIAL INFORMATION**

A. *Definition.* “**Confidential Information**” means, collectively: (i) any information disclosed (directly or indirectly) by Discloser to Recipient in written, graphic, machine readable, or other tangible form (including, without limitation, research, product or development plans, products, services, equipment, customer information, markets, software and algorithms, inventions (whether patentable or not), discoveries, ideas, know-how, processes, designs, drawings, formulations, specifications, product configuration information, business, marketing, and finance information, prototypes, formulas, schematics, forecasts, strategies, samples, and data sets) and is marked “Confidential,” “Proprietary” or in some other manner to indicate its confidential nature; or (ii) oral information disclosed (directly or indirectly) by Discloser to Recipient; provided that such information is designated as confidential at the time of its initial disclosure. Notwithstanding the foregoing, failure to so mark or designate shall not compromise its confidential status if a reasonable person would recognize, based on its content or the context of the disclosure, that such disclosure was intended as confidential. Confidential Information may include information of a third party that is rightfully in the possession of Discloser and is disclosed to Recipient under this Agreement.

B. *Exceptions.* Confidential Information shall not, however, include any information that: (i) was publicly known or generally available without a duty of confidentiality prior to the time of disclosure by Discloser; (ii) becomes publicly known or made generally available after disclosure by Discloser through no breach by Recipient; (iii) was already in the rightful possession of Recipient at the time of disclosure as shown by Recipient’s contemporaneous written records; (iv) is rightfully obtained by Recipient from a third party without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by Recipient without access to, use of, or reference to Discloser’s Confidential Information, as shown by Recipient’s contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception.

C. *Compelled Disclosure.* If Recipient becomes legally compelled to disclose any Confidential Information, Recipient will provide Discloser prompt written notice, if legally permissible, and will use its best efforts to assist Discloser, at Discloser’s sole expense, in seeking a protective order or other legal remedy. Disclosure, if any, will be limited to only that portion of the Confidential Information that is legally required to be disclosed. Any Confidential Information so disclosed shall maintain its confidentiality protection for all other purposes.

D. *Ownership.* Nothing herein shall grant to Recipient any license, right, title, or interest in or to the Discloser's Confidential Information. The Discloser shall remain the exclusive owner of all Confidential Information disclosed, including all documents, copies, excerpts, notes, extracts, or media thereof and all intellectual property rights thereto, as well as all inventions or other intellectual property arising from the Recipient's use, review, or analysis of the Discloser's Confidential Information.

3. **NON-USE AND NON-DISCLOSURE**

Recipient shall not use any Confidential Information of Discloser for any reason except the Purpose. Recipient shall not disclose any Confidential Information of Discloser to third parties or to Recipient's employees, except that Recipient may disclose Discloser's Confidential Information to those employees, contractors, or agents of Recipient who are required to have such information for the Purpose. Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody Discloser's Confidential Information and that are provided to Recipient under this Agreement.

4. **MAINTENANCE OF CONFIDENTIALITY**

Recipient shall take reasonable care to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Discloser, exercising at least those measures that it employs to protect its own confidential information. Recipient shall ensure that its employees, contractors, and agents who have access to Confidential Information of Discloser have signed a non-use and non-disclosure agreement at least as restrictive as the obligations herein prior to any disclosure of Discloser's Confidential Information to such employees. Recipient shall be responsible for any and all breaches of this Agreement by its employees, contractors, and agents. Recipient shall promptly notify Discloser in writing of any actual or suspected unauthorized use or disclosure of which Recipient becomes aware. Recipient shall reproduce Discloser's proprietary rights notices on any authorized copies in the same manner in which such notices were set forth in or on the original.

5. **NO OBLIGATION**

Nothing in this Agreement shall obligate either Party to disclose Confidential Information or to proceed with any transaction or relationship between them. Each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose. Nothing in this Agreement shall be construed to restrict either Party's use or disclosure of its own Confidential Information.

6. **NO WARRANTY**

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.

7. **RETURN OF MATERIALS**

Upon Discloser's written request, all documents and other embodiments containing or representing Confidential Information that have been disclosed by Discloser to Recipient, including all notes, copies, extracts, or media thereof, that are in the possession of Recipient shall be promptly returned to Discloser or destroyed (with written confirmation of such destruction), except that Recipient shall be permitted to retain one copy of the Confidential Information solely for archival, audit, legal, and/or regulatory purposes. Recipient shall not be required to return or destroy any copies of Confidential Information that are securely stored in automated electronic backups. Any such Confidential Information that is retained as permitted herein shall be subject to the obligations of this Agreement.

8. **EXPORT RESTRICTIONS**

Any software and other technical information disclosed under this Agreement may be subject to restrictions and controls imposed by the United States' or other jurisdictions' export control laws or regulations. The Parties shall comply with all such laws, restrictions, and controls. Recipient may not export or reexport any of Discloser's Confidential Information or product thereof.

9. **TERM AND TERMINATION**

The term of this Agreement shall be two (2) years from the Effective Date (the "Term"). Either Party may terminate this Agreement prior to the expiration of the Term with written notice to the other Party terminating the Purpose.

The obligations of Recipient during the Term of this Agreement shall survive until five (5) years from the expiration or termination of this Agreement; except with respect to the Discloser's trade secrets, which shall remain treated as Confidential Information for so long as the same are designated as trade secrets under applicable law.

10. **REMEDIES**

Each Party hereby acknowledges that violation of the restrictions imposed hereunder would cause irreparable harm to the Discloser for which there can be no adequate remedy and that the Discloser shall be entitled to seek appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

11. **ASSIGNMENT**

This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign or otherwise transfer this Agreement without the prior written consent of the other Party; except that either Party may assign this Agreement without consent in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains; provided that the assigning Party provides prompt written notice to the other Party of any such permitted assignment. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void.

12. **AUTHORITY**

Each Party hereby represents and warrants that the persons executing this Agreement on its behalf has express authority to bind such Party thereto.

13. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties and supersedes all prior written and oral discussions or writings between the Parties regarding the Purpose.

14. **SEVERABILITY**

If a court or other body of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable, such provision will be eliminated or modified to the minimum extent necessary such that the remainder of this Agreement will continue in full force and effect.

15. **NO WAIVER**

No provision of this Agreement may be waived except by a writing executed by both Parties. A Party's failure or delay to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement.

16. **MODIFICATIONS**

No provision of this Agreement may be amended or otherwise modified except by a writing signed by both Parties.

17. **COUNTERPARTS**

The Parties may execute this Agreement in counterparts, each of which shall be deemed an original but all of which together constitute one and the same agreement. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures.

18. **GOVERNING LAW & JURISDICTION**

This Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. The Parties agree that any dispute regarding the interpretation or validity of this Agreement will be subject to the exclusive jurisdiction of the federal and state courts in and for the State of California, and each Party hereby agrees to submit to the personal and exclusive jurisdiction and venue of such courts.

19. **NOTICES**

All notices under this Agreement must be in writing and are deemed to have been delivered on the date of actual delivery if by hand, overnight courier, or certified mail to the address of such Party set forth below, or upon written acknowledgment of receipt if via electronic mail. Notices via electronic mail to Science 37, Inc. shall be sent to legal@science37.com.

**(Signatures on the Following Page)**

IN WITNESS WHEREOF, the Parties' duly authorized representatives have executed this Agreement.

\_\_\_\_\_

**SCIENCE 37, INC.**

By:  
Name:  
Title:  
Date:  
Company Address:

\_\_\_\_\_  
\_\_\_\_\_

By:  
Name:  
Title:  
Date:  
Company Address:

800 Park Offices Drive, Suite 3606  
Durham, NC 27709