

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into on [Date], by and between Synthetix, with a mailing address of [Address] ("Disclosing Party"), and [Recipient Party Name], with a mailing address of [Address] ("Recipient Party").

The Disclosing Party desires to share certain confidential and proprietary information ("Confidential Information") with the Recipient Party, who desires to receive and use such information solely for the purposes set forth in this Agreement.

Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business if not disclosed to third parties. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is orally provided, the Disclosing Party shall promptly provide writing indicating that such oral communication constituted Confidential Information.

Exclusions from Confidential Information. Recipient shall not have obligations under this Agreement with respect to information that is (a) published or otherwise becomes part of the public domain through no fault of the Recipient, (b) discovered or created by the Recipient before receipt from Disclosing Party, (c) learned through legitimate means other than from the Disclosing Party or Disclosing Party's representatives, (d) disclosed to Recipient through legitimate means other than from the Disclosing Party or Disclosing Party's representatives, or (e) is disclosed by Disclosing Party without restriction.

Obligations of Recipient. Recipient shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Recipient shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Recipient shall not, without the Disclosing Party's prior written approval, use for Recipient's benefit, publish, copy, otherwise reproduce, or otherwise use any Confidential Information. Recipient shall not make any commercial use of any Confidential Information disclosed hereunder. Recipient shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it.

Relationships. The parties are independent contractors and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.

Severability. The provisions of this Agreement shall be severable, and if any provision is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the other provisions of this Agreement.

Waiver. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. A waiver of any breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself.

Notice of Immunity: It is understood that the recipient of confidential information may have already been exposed to similar information through other sources. Therefore, the recipient shall have no liability for use or disclosure of such information to the extent that it was rightfully in the recipient's possession without restriction at the time of receipt from Disclosing Party or subsequently obtained by the recipient through legitimate means.

Miscellaneous: This NDA constitutes the entire agreement between the parties with respect to the use of confidential information and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, and proposals, whether written or oral, between the parties. Any modifications or amendment to this NDA shall be in writing and signed by both parties. If any provision of this NDA is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This NDA shall be binding upon and inure to the benefit of both parties and their respective successors, assigns, and legal representatives.

Governing Law: This NDA shall be governed by and construed in accordance with the laws of the jurisdiction in which Synthetix is located, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, the Disclosing Party has executed this NDA as of the date first above written.

Synthetix

By: [Authorized Signatory]

[Name of Recipient]

By: [Authorized Signatory]