

All Confidential Information remains the property of Discloser and no licence or any other rights to the Confidential Information is granted to Recipient under this Agreement. This Agreement does not obligate the Discloser to make any disclosure of Confidential Information to the Recipient or require the parties to enter into any business relationship or further agreement. However, it is the understanding of the parties that should the discussions contemplated by this NDA be successful, that a research agreement would then be negotiated, as appropriate, taking into account the needs and requirement of each.

7. LIMITED WARRANTY & LIABILITY

Discloser makes no warranties in respect of the Confidential Information and provides all information "AS IS" without any express or implied warranty of any kind, including any warranty as to merchantability, fitness for a particular purpose, accuracy, completeness or violation of third party intellectual property rights.

8. TERM

This Agreement and Recipient's obligation to keep Confidential Information confidential expires three (3) years after the Effective Date.

9. GENERAL PROVISIONS

- 1. Remedies** - Recipient agrees that damages may not be an adequate remedy for any breach or threatened breach of the Recipient's obligations under this Agreement. Accordingly, in addition to any and all other available remedies, Discloser will be entitled to seek a temporary or permanent injunction or any other form of equitable relief to enforce the obligations contained in this Agreement.
- 2. No waiver** – Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion.
- 3. Assignment** - Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 4. Regulatory compliance** – Each party must comply with all applicable laws, regulations and rules in its jurisdiction, including but not limited to those relating to the export of information and data.
- 5. Entire Agreement** – This Agreement represents the entire agreement between the parties with regard to the Confidential Information and supersedes any previous understandings, commitments or agreements, whether written or oral. No amendment or modification of this Agreement will be effective unless made in writing and signed by authorized representatives of both parties.
- 6. Severability** – If any provision of this Agreement is wholly or partially unenforceable for any reason, all other provisions will continue in full force and effect.
- 7. Binding Effect** - This Agreement is binding upon and will ensure to the benefits of the parties and their respective successors and permitted assigns.
- 8. Execution** - This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

The parties have duly executed this Agreement by their duly authorized representatives as of the Effective Date. Both Recipient and Discloser acknowledge the terms and conditions set out in this Agreement and agree to be bound by the confidentiality obligations contained within it.

Discloser

Recipient

Wesley Henshall

_____ (print name)

Wesley Henshall

_____ (signature)

January 8th, 2017

_____ (Date)