

**PATIENTS KNOW BEST LIMITED  
CONFIDENTIALITY AGREEMENT**

This agreement is made on \_\_\_\_\_ (“the Effective Date”),

In consideration of receiving certain confidential or proprietary information, Patients Know Best with a principal place of business at St. John’s Innovation Centre, Cowley Road, Cambridge CB4 0WS (“PKB”), and \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (“Company”), agree as follows. Either party may disclose confidential information under this Agreement (the “Discloser”). The party receiving information under this Agreement is referred to as the “Recipient”.

1. **Information to be disclosed.** In the course of business discussions, Discloser may disclose to representatives of Recipient information concerning products, proprietary information, ideas, know-how, current contracts, pricing, services, roadmaps and potential customers / tenders. This information is defined in this Agreement as "Discloser's Confidential Information." Discloser's Confidential Information may be disclosed orally, electronically, in writing, by inspections, or in any tangible medium. **The Purpose is to discuss possibilities for the parties to develop new business opportunities together.**
2. Recipient hereby agrees to keep the Discloser’s Confidential Information confidential for a period of 3 years from the Effective Date.
3. **Restrictions.** Each party agrees to use Confidential Information only for The Purpose as set out in clause 1. Each Recipient agrees to keep Discloser's Confidential Information secret and confidential and agrees not to disclose it to third parties outside Recipient’s organization, including but not limited to, the general public without Discloser's prior, written permission. Recipient further agrees that it will not disclose Discloser's Confidential Information to anyone within its organization other than those employees with a need to know it and who have been informed of Recipient’s obligations under this Agreement. Recipient will not use any Discloser's Confidential Information for any purpose, other than discussions or business dealings with Discloser, without Discloser's prior, written permission. Recipient shall not (a) reproduce any of Discloser’s Confidential Information without prior written permission; (b) reverse engineer, disassemble or decompile any prototypes, software or other embodiment of Discloser’s Confidential Information.
4. **Exceptions.** The restrictions of paragraph 3 of this Agreement do not apply to information that (a) was in Recipient’s possession prior to receiving Discloser's Confidential Information from Discloser; or (b) is or later becomes generally available to the public through no fault of Recipient; or (c) Recipient develops internally, without reference to Discloser's Confidential Information; or (d) Recipient receives from a third party which it believes had the right to disclose the information to Recipient; or (e) is used or disclosed with the prior written authorization of Discloser or (f) Recipient may disclose in compliance with a legal requirement of a governmental agency or otherwise where disclosure is required by operation of law.
5. **Disclaimers.** This Agreement does not require either party to disclose any Confidential Information. All Confidential Information disclosed by Discloser is disclosed on an “as is” basis. Discloser will not be liable for any damages arising out of use of the Confidential Information, and the use of such information is at Recipient’s own risk. Neither this Agreement nor the disclosure of any Confidential Information grants Recipient any licence under any patents, copyrights, or trade secrets.
6. **Remedies.** Recipient agrees and acknowledges that money damages alone would not be a sufficient remedy for any breach of this Agreement and that Discloser shall be entitled to injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement by Recipient or any of its representatives. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.
7. **Return of Materials.** Recipient shall return all its copies of Discloser's Confidential Information to the Discloser, within 10 days after Discloser's request for it. That portion of the Discloser's Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for the Recipient and written Discloser's Confidential Information not so requested or returned will be destroyed.
8. **Amendments.** This Agreement states the entire agreement of the parties regarding Discloser's Confidential Information, and it cannot be altered or amended without a writing signed by both parties.

PKB CONFIDENTIALTY AGREEMENT

9. Ruling Law. This agreement will be governed by the laws of England.
10. Counterparts / Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Additionally, electronic or digital signatures shall be accepted as a valid and legally binding, equivalent to a handwritten signature by a person with the intent to sign this Agreement.

PATIENTS KNOW BEST LIMITED

COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_