

CANONICAL

The online Confidentiality Agreement standard form ("**Online Form**") and the terms and conditions set forth below together form a binding legal agreement ("**Agreement**") between Canonical Group Limited, a company registered in England (company number 6870835) whose registered office is at 5th Floor, Blue Fin Building, 110 Southwark Street, London, SE1 0SU ("**Canonical**") and the party identified on the Online Form ("**You**") (each a "**Party**" and together the "**Parties**"). This Agreement is effective on the date You click "I agree" button of the Online Form (the "**Effective Date**").

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Definitions.

When used in this Agreement the following terms shall have the following meanings:

Affiliate: a corporate entity that, directly or indirectly, controls, is controlled by or is under common control with a Party, where "control" means ownership of more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of such corporate entity.

Confidential Information: any information, including formulas, patterns, compilations, software, programs, devices, methods, techniques and processes, financial information and data, business plans, business strategies, marketing plans, customer lists, price lists, cost information, information about Personnel, descriptions of new products and new product development, scientific and technical specifications and documentation and pending or abandoned patent applications of Canonical or its Affiliates, now known or in possession of, or hereafter learned or acquired, that derives economic value actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and this Agreement and the Purpose thereof.

Confidential Information may be in any form including written or oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. Information shall not be Confidential Information if it: (1) is or becomes known to You at the time that it is disclosed by Canonical other than as a breach of an obligation of confidentiality; or (2) is or becomes publicly known at the time of the disclosure to You by Canonical, through no fault of You; (3) is received by You properly and lawfully from a third party without knowledge or reasonable suspicion that the third party's disclosure is in breach of any obligations to Canonical; (4) has been developed by You completely independent of the delivery of Confidential

Information hereunder; or (5) has been approved for public release by Canonical's written authorisation.

Personnel: individuals working for a Party or its Affiliates as employees or contractors.

Purpose: Evaluation or discussion of one or more potential or actual business opportunities or business transactions from time to time.

2. Obligations. You agree: (1) that You will maintain and preserve the confidentiality of all Confidential Information, including taking at least such steps to protect and preserve the confidentiality of Confidential Information as You take to preserve and protect the confidentiality of Your own Confidential Information, but in any event taking no less than a reasonable degree of care; (2) that You will disclose such Confidential Information only to Your own Personnel, consultants and professional advisers on a "need to know" basis only, and only to such Personnel, consultants and professional advisers who have agreed to maintain the confidentiality thereof under terms at least as restrictive as those contained herein; and (3) that You will not disclose such Confidential Information to any third party (except Your Affiliates and their Personnel) without Canonical's express written consent.

3. Limited Use. You agree to use Confidential Information only for the Purpose.

4. Ownership. Nothing contained in this Agreement will be construed as granting any rights, by licence or otherwise, to any Confidential Information, except as expressly set forth herein or obligate either Party to enter into any other agreement.

5. Equitable Relief and Remedies. Any and all Confidential Information is considered to include Canonical's valuable trade secrets. You acknowledge that, in the event of any breach of this Agreement, Canonical may not have an adequate remedy in money or damages. Canonical will be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Canonical's right to obtain such relief will not limit its rights to obtain other remedies. You agree to and will be responsible and primarily liable for any breach of any of the provisions hereof (including any unauthorised use or disclosure of the Confidential Information) by You, Your Affiliates, and Your Personnel. In addition to all other rights and remedies which Canonical hereto may have hereunder, at law, in equity, by statute or otherwise, Canonical hereto will be entitled to recover actual attorneys' fees, expenses and court

costs in the event of any breach of this Agreement by You.

- 6. Disclaimer.** Canonical makes no representation or warranty as to accuracy, completeness, condition, suitability, or performance of Confidential Information and the Canonical will have no liability whatsoever to You resulting from Your use of Confidential Information.
- 7. Term.** You agree that this Agreement will remain in full force and effect for as long as the information provided under this Agreement is regarded as confidential hereunder.
- 8. Return of Information.** Upon Canonical's request, You will promptly return or destroy all Confidential Information and related materials and discontinue all further use of Confidential Information.
- 9. Required Legal Disclosure.** Notwithstanding the above, You may disclose Confidential Information or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however, that You will notify Canonical in writing promptly after becoming aware of Your obligations to make such a disclosure and will permit Canonical to seek to challenge or limit such required disclosure.
- 10. General.** You shall not assign, transfer, charge, create a trust over or otherwise deal in Your rights and/or obligations under this Agreement (or purport to do so) without Canonical's prior written consent.

10.1 Unless the right of enforcement is expressly granted, it is not intended that any provision of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 as amended from time to time by any person who is not a party to this Agreement. Any Canonical Affiliate may enforce this Agreement.

10.2 A failure or delay by Canonical to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy by Canonical.

10.3 This Agreement represents the entire terms agreed between the Parties in relation to its subject matter and supersedes all previous contracts or arrangements (including any usage or custom and any terms arising through any course of dealing) of any kind between the Parties relating to its subject matter. Any amendment to this Agreement shall be valid only if in writing and signed by the duly authorised representatives of the Parties.

10.4 Each of the provisions of this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any court of competent authority to be illegal, invalid and/or unenforceable this shall not affect any other provision of this Agreement, which other provisions shall remain in full force and effect.

10.5 Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall be construed as creating a partnership or joint venture of any kind between the Parties or as constituting either Party as the agent of the other Party. No Party shall have the authority to bind the other Party or to contract in the name of or create a liability against the other Party.

10.6 Any notice required to be given or sent under this Agreement shall be in writing and either delivered personally or sent by first class registered post (or equivalent) to the registered office for the time being of the recipient.

10.7 This Agreement and non-contractual obligations arising from this Agreement shall be governed by and construed in accordance the laws of England and You agree to submit to the exclusive jurisdiction of the courts of England, except when a Party seeks immediate injunctive relief that would not be reasonably effective unless obtained in the jurisdiction of the conduct at issue.