

## NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made by and between the customer or the end-user of a routeRANK product or service, whose usage requires the auto-acceptance of this agreement, for example, as incorporated on the corresponding product or service Web page ("the **Receiving Party**"), and routeRANK Ltd, having its principal place of business at EPFL Innovation Park, Building PSE-C, CH-1015 Lausanne, Switzerland (**routeRANK**). It is considered to take effect immediately after the Receiving Party views this Agreement and continues his or her usage of any routeRANK product or service.

1. routeRANK wishes to disclose to the Receiving Party Confidential Information in relation to discussions with respect to a possible business relationship between the parties concerning the purchase of routeRANK services (the "**Purpose**"). routeRANK wishes to ensure that the Receiving Party maintains the confidentiality of its Confidential Information. In consideration of the benefits to the Receiving Party of the disclosure of the Confidential Information, the Receiving Party has agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

2. In this agreement the term "**Confidential Information**" shall mean all confidential information (however recorded, preserved or disclosed) disclosed by routeRANK or its employees, officers, representatives or advisers (together, its "**Representatives**") to the Receiving Party and its Representatives after the date of this agreement in connection with: the Purpose; the existence and terms of this agreement; any information that would be regarded as confidential by a reasonable business person relating including, without limitation, all of the following materials and information: (i) marketing philosophy, objectives, strategies and information; (ii) competitive advantages and disadvantages; (iii) acquisition and divestiture opportunities and discussions; (iv) cost, pricing and other financial data, information, objectives and strategies; (v) information concerning customers, vendors, franchisees and other business partners; (vi) market position and objectives; (vii) business methods; (viii) data processing and management information systems, programs and practices; (ix) application, operating system, communication and other software; (x) source and object code, technical data, flowcharts and algorithms; (xi) trade secrets and any other information that derives independent economic value from not being generally known to, and not being readily ascertainable through proper means by, the public; and any information developed by the parties in the course of carrying out this agreement. Insofar as Confidential Information may be disclosed orally, visually or electronically, or such information is in writing and is of such a nature that it appears to be confidential, failure to mark any of the Confidential Information as "Confidential" or "Proprietary" or with words of similar import shall not affect its stature as Confidential Information.

3. The obligations contained herein shall not apply to any information of the nature described above that Receiving Party can document: (i) is, or becomes, through no improper action or inaction by Receiving Party, generally available to the public; or (ii) was on a non-confidential basis in its possession, known by it, or independently developed by it, prior to receipt from routeRANK; or (iii) was rightfully disclosed to it by a third party without restriction; or (iv) was required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so and the Receiving Party gives the other party as much notice of this disclosure as possible.

4. The Receiving Party shall keep the Confidential Information confidential and, except with the prior written consent of routeRANK, shall, and shall procure that its Representatives shall: (i) not use or exploit the Confidential Information in any way except for the Purpose; (ii) protect and preserve the confidential and proprietary nature of all Confidential Information and shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorized access or use; (iii) not disclose, give, sell or otherwise transfer or make available any Confidential Information to any third party for any purpose; (iv) not copy, reduce to writing or otherwise record the Confidential Information except as is strictly necessary for the Purpose; (v) not modify, adapt, create a derivative work of, reverse engineer, decompile or disassemble any systems or software, or circumvent any technological protections embodied therein, or attempt to reconstruct, identify or discover any algorithms, source code or technical data; (vi) with respect to its Representatives, limit the dissemination of the Confidential Information to those who need to know and obtain from its Representatives enforceable undertakings to keep the Confidential Information confidential in terms at least as extensive and binding upon the Representatives as the terms of this agreement are upon the parties; and (vii) return and securely erase all physical embodiments of such Confidential Information to routeRANK promptly upon routeRANK's request therefore.

5. All Confidential Information shall remain the property of routeRANK. It reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights, in respect of a routeRANK's Confidential Information are granted to the other party and no obligations are imposed on routeRANK other than those expressly stated in this agreement. Except as expressly stated in this agreement, routeRANK makes no express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information. The disclosure of Confidential Information by routeRANK shall not form any offer by, or representation or warranty on the part of, routeRANK to enter into any further agreement.

6. The Receiving Party acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, routeRANK shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement. The Receiving Party shall be liable to routeRANK for the actions or omissions of the Receiving Party's Representatives under this agreement, as if they were the actions or omissions of the Receiving Party.

7. The term of this agreement shall be five (5) years from the date of signature below. If either party decides not to enter into any further agreement with the other on foot of the Purpose, it shall notify the other party immediately. If the Parties agree to enter into any further business agreements on foot of the Purpose, the term of this agreement shall extend until any other such further business agreement shall be terminated. The obligations of each party shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, continue for a period of five (5) years from the termination of this agreement or the termination of any further business agreement. Termination of this agreement shall not affect any accrued rights or remedies to which routeRANK is entitled.

8. The agreement shall be governed and construed in accordance with the Laws of Switzerland and each party hereby submits to the exclusive jurisdiction of the ordinary courts of Lausanne, Switzerland.

9. This agreement represents the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. The agreement may not be modified except in a writing signed by both parties. Any waiver of any provision of this agreement must be in writing and signed by the party alleged to have waived such provision, and any single waiver shall not operate to waive subsequent or other defaults. The unenforceability of any provision of this agreement shall not affect the remaining provisions or any portions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the day and year first above written.