

Non-Disclosure Agreement

This non-disclosure agreement (“NDA”) sets out the rules for applying to and participating in the Sixth Sense Call4Design (hereinafter, the “Award”).

Sixth Sense srl (hereinafter, “Sixth Sense” or the “Company”) intends to involve UX and UI designers to award the most innovative and charming design of a Rules Builder interface, to be added to a Sixth Sense’s software (hereinafter, the “Design/s”).

SixthSense will disclose to you certain confidential information relating to the Design and the Company (“Confidential Information”).

This NDA sets out the terms on which the Company has agreed to make available the Confidential Information to you, either in written form or orally.

A. In consideration of making the Confidential Information available to you, the Company requests your agreement on the following:

1. This NDA covers all the information, both oral and written, communicated to you about the Company by or on behalf of the Company and by persons acting on behalf of the Company (including, without limitation, its directors, officers, employees, agents, representatives and advisors). The term Confidential Information shall not include any information which falls within any of the following categories:

- a)** information which has come within the public domain through no fault or action of yours; or
- b)** information which is in your possession, at the time of disclosure by the Company or which is independently discovered, after the date hereof, by you, without the aid, application or use of the Confidential Information; or
- c)** information which is obtained, after the date hereof, by you, from any third party which is lawfully in possession of such information and not in violation of any contractual or legal obligation to the Company with respect to such information.

If you are uncertain as to whether any information has to be treated as Confidential Information, you shall treat it as such until you receive written clearance from us.

- 2.** You will use the Confidential Information only for the purpose of participating to the Award.
- 3.** You will keep the Confidential Information confidential and you will not disclose the Confidential Information or any part of it or extract from it to any person without the Company’s written consent.
- 4.** You will not make any copies of the Confidential Information without the Company’s written consent. Such consent will only be given, if at all, for a specific number of copies to be taken, and numbered.
- 5.** You agree to destroy any documents, memoranda, notes or other writings whatsoever prepared by yourself based on the Confidential Information, and/or to expunge any records relating to such Confidential Information from any computer, word processor or any other device in your possession, and to ensure that an authorised officer supervising such destruction and/or expunction certifies the same in writing to the Company.

B. You acknowledge and agree that damages would not be an adequate remedy for any breach by you of the provisions of this letter and that, accordingly, the parties entitled to the benefit of this letter shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any breach or threatened breach of the provisions of this letter (and any such remedy shall not be deemed to be an exclusive remedy for such breach or threatened breach).

The terms set out in this letter will be governed by and construed solely in accordance with the Italian law and shall continue to apply for a period of two years (unless in the meantime we have entered into a definitive



agreement to enter into a transaction with the Company), except that your obligations with respect to Confidential Information that constitutes trade secrets under applicable law will continue until the later of the date on which such information no longer constitutes trade secrets under applicable law or the end of the term set forth in the preceding sentence.

You agree that in connection with any legal suit or proceeding arising with respect to this letter, you will submit to the exclusive jurisdiction of the Court of Rome Corporate Section ("*Sezione per l'Impresa*").

* * *

If you agree to the above terms, please indicate your agreement by signing and returning a copy of this letter to us.

Yours faithfully,

SixthSense s.r.l.

Name: Giacomo Filippo Porzio

Title: CEO

Date: [--]

Name: _____

Date: _____