Non-Disclosure Agreement

For the evaluation of n1.care security, privacy and compliance materials

This Non-Disclosure Agreement ("Agreement") is between:

N1 Research, LLC, a Delaware limited liability company whose principal business address is 1111B S Governors Ave STE 39520, Dover, DE 19904, United States ("n1.care"); and

the individual who accepts this Agreement through the n1.care Trust Center, as named in the electronic acceptance record ("Recipient"). n1.care and Recipient are each a "party".

1. Purpose and scope

1.1 n1.care makes non-public information available so that Recipient can evaluate n1.care as a possible vendor, including the N1.care platform and n1.care's security, privacy and compliance practices, and so that the parties can discuss a possible business relationship (the "Purpose").

1.2 This Agreement covers information that n1.care discloses to Recipient for the Purpose, whether through the n1.care Trust Center, by email, in meetings or in any other way. If Recipient wishes to share their own confidential information with n1.care, the parties will agree terms for that information separately.

1.3 Recipient enters into this Agreement personally, not on behalf of their organization.

2. Confidential Information

2.1 "Confidential Information" means non-public information that n1.care discloses to Recipient for the Purpose and that is marked as confidential or that a reasonable person would understand to be confidential. It includes:

(a) every document n1.care sends to Recipient through the n1.care Trust Center, each of which is marked with the recipient's name, email address and organization, the time it was sent and a trace code;
(b) n1.care's security, privacy and compliance documents and subcontractor details;
(c) n1.care's answers to security and privacy questionnaires;
(d) information about n1.care's affiliates that n1.care discloses; and
(e) copies, notes and summaries that contain any of the above.

2.2 Confidential Information does not include information that: (a) is or becomes public other than through a breach of this Agreement, including documents n1.care publishes openly on the n1.care Trust Center; (b) Recipient lawfully knew without a duty of confidentiality before n1.care disclosed it; (c) Recipient lawfully receives from a third party without a duty of confidentiality; or (d) Recipient develops independently without using Confidential Information.

3. Use and protection

3.1 Recipient shall use Confidential Information only for the Purpose and shall protect it with at least the care Recipient uses for their own confidential information, and no less than reasonable care.

3.2 Recipient may share Confidential Information with employees and contractors of Recipient's organization and with professional advisers, including external assessors, auditors and legal counsel, who need it for the Purpose and are bound by confidentiality duties at least as protective as this Agreement. Recipient is responsible for their compliance with this Agreement.

3.3 Recipient shall not remove or obscure the recipient marks or any confidentiality notice on Confidential Information.

3.4 Recipient shall tell n1.care promptly after they become aware of any use or disclosure of Confidential Information that this Agreement does not allow.

4. Compelled disclosure

4.1 If law, regulation, a court or a regulator requires Recipient to disclose Confidential Information, Recipient may do so. Where the law allows, Recipient shall first tell n1.care so that n1.care can seek protection, and shall disclose only the part that is required.

5. No patient data

5.1 The parties shall not exchange protected health information or other patient data under this Agreement. n1.care handles protected health information or personal data for Recipient's organization only under a separate signed business associate agreement or data processing addendum.

6. Ownership and no warranty

6.1 Confidential Information remains the property of n1.care. This Agreement grants no license under any intellectual property right and does not oblige either party to enter into any further agreement.

6.2 Confidential Information is provided as is, without warranty. n1.care makes commitments about its services and security only in a separate signed agreement.

7. Term, return and destruction

7.1 This Agreement starts when Recipient accepts it. Either party may end it by written notice, which ends further disclosure under it. Recipient's obligations for each item of Confidential Information last for 3 years from its disclosure, and for a trade secret for as long as it remains a trade secret under applicable law, whether or not this Agreement has ended.

7.2 Within 30 days of n1.care's written request, Recipient shall return or destroy n1.care's Confidential Information. Recipient may keep copies held in automatic backups and

copies Recipient must keep by law or under their organization's record-keeping policy. Retained copies remain subject to this Agreement.

8. General

8.1 Unauthorized use or disclosure of Confidential Information may cause harm that money damages cannot fully remedy. In addition to any other remedy, n1.care may seek an injunction in any competent court to prevent or stop it.

8.2 This Agreement is governed by the laws of the State of Delaware, United States, without regard to conflict-of-law rules. The state and federal courts in Delaware have jurisdiction over any dispute arising from it.

8.3 Recipient accepts this Agreement electronically through the n1.care Trust Center. Electronic acceptance has the same effect as a handwritten signature. This Agreement binds both parties from the time of acceptance shown in the electronic acceptance record.

8.4 This Agreement is the entire agreement between the parties on its subject. It may be changed only in a writing signed by both parties. Notices to n1.care go to `longevity@n1.care`. Notices to Recipient go to the email address in the electronic acceptance record.