

ALLEN & BUCKERIDGE
INTELLECTUAL PROPERTY & CONFIDENTIALITY POLICY

Part One: Company Policy

Background:

Allen & Buckeridge (the “**Company**”) will, in the course of its business operations, become aware of and possess information disclosed by third parties that is not generally known and that is of value to the person who disclosed it. Such information may include information about inventions and other intellectual property rights (“**IP**”) of the discloser, which if disclosed may jeopardise the interests of the discloser. It may also include commercial trade secrets disclosure of which may harm the interests of the discloser.

As a reputable private equity investor the Company will respect the confidentiality and IP rights of others, where it is under a legal obligation to do so and where relevant IP rights exist. Because of the large amount of information received by the Company relating to new technological developments, some of which may be overlapping or in similar fields or addressing similar market needs, the Company will also seek to limit its obligations as to confidentiality to obligations under written agreements, to the extent that this may legally be achieved.

What is Confidential Information?

Confidential information can include any information which is not publicly known. It can concern technology, business, finance, transaction or other affairs of a company. It includes information which is commercially valuable such as trade secrets or business information, as well as personal information. Examples of confidential information include but are not limited to: any document, discovery, invention, improvement, patent specification, formulations, plans, ideas, books, accounts, data, reports, client information, lists and files, decisions, information about employees, strategies, drawings, recommendations, designs, office precedents and procedures, budget and financial information.

Confidential information to do with unpublished inventions can be particularly sensitive. Disclosure of an invention before a patent application is filed will cause irreversible loss of IP rights to the owner of the invention. Even after a patent application is filed, care must be taken not to disclose improvements to the invention. Trade secret protection will also be lost through open disclosure of the secret.

Allen & Buckeridge’s Policy

The Company will respect the confidentiality and IP rights of others, where it is under a legal obligation to do so and where relevant IP rights exist. Because of the large amount of information received by the Company relating to new technological developments, some of which may be overlapping or in similar fields or addressing similar market needs, the Company will also seek to limit its obligations as to confidentiality to obligations under written agreements, to the extent that this may legally be achieved.

The Company does not wish to encourage any actual or potential investee to infringe the IP rights of others, and will advise actual and potential investees of the Company to respect the valid intellectual property rights of third parties and to make reasonable enquiries (having regard to their resources) as to the existence of intellectual property rights of third parties that may be infringed by their current or planned activities.

During employment with the Company, an employee (“**Employee**”) is likely to have access to confidential information both of the Company and its actual and prospective investees. An employee is also likely to generate confidential information. In order to protect confidential information in the possession of the Company and to ensure that all employees are aware of their obligations not to disclose confidential information in the possession of the Company to others or to use it for unauthorised purposes, all employees are required as a condition of their employment to acknowledge their acceptance of the Company’s Employee Confidentiality Policy.

The Company will have an “IP and confidentiality Co-ordinator” (the “**Co-ordinator**”) whose role will be to:

- Monitor and encourage compliance with this Policy.
- Offer education and training to staff about IP and confidentiality issues.
- Seek to ensure that prior to execution of a written agreement or undertaking by the Company in favour of the submitter dealing with confidentiality (a Non-Disclosure Agreement or “**NDA**”), information submitted to the company by potential investees is governed by the Company’s Policy on Pre-NDA Submissions.
- Maintain a register of NDAs entered into by the Company and monitor compliance with them.

Definition

For purposes of this policy ‘Employee’ shall also include contractors , Entrepreneurs –in- Residence, Business Creation Specialists, Venture Partners and the like.

Part Two: Employee Undertaking

I, _____ (name)

Of _____ (address) (the “**Employee**”)

Undertake as follows in respect of confidential information disclosed to Allen & Buckeridge (the “**Company**”) by actual and potential investees, and all information generated by and within the Company (including by me), pursuant to the Intellectual Property and Confidentiality Policy of the Company.

1. I have read the Intellectual Property and Confidentiality Policy of the Company.
2. I will treat all information of third parties disclosed to me by the Company, or acquired in the course of my employment by the Company, as confidential information unless having made enquiry of the IP and confidentiality Co-ordinator I am informed that it is not to be treated as confidential information.
3. I will not use any information disclosed to me by the Company, or acquired in the course of my employment by the Company, for my own personal benefit or for any purpose other than carrying out my duties of employment.
4. I will not disclose any information disclosed to me by the Company, or acquired in the course of my employment by the Company, to any third party except in the course of carrying out my duties of employment. In particular, I will not disclose information about unpublished inventions of actual or potential investees of the Company to any person outside the Company without the written consent of the actual or potential investee.
5. I will seek to ensure that prior to execution of a written agreement or undertaking by the Company in favour of the submitter dealing with confidentiality (a Non-Disclosure Agreement or “**NDA**”), information submitted to the company by potential investees is governed by the Company’s Policy on Pre-NDA Submissions.
6. I will not sign or otherwise enter into any NDA without the written consent of the IP and confidentiality Co-ordinator.
7. I will advise actual and potential investees of the company to respect the valid intellectual property rights of third parties and to make reasonable enquiries (having regard to their resources) as to the existence of intellectual property rights of third parties that may be infringed by their current or planned activities.
8. On cessation of my employment by the Company for any reason I will not use or disclose, for any purpose, any information disclosed to me by the Company, or acquired in the course of my employment by the Company, in respect of which the company has confidentiality obligations to third parties. I will

assume that such obligations exist unless I conclude otherwise on reasonable grounds having made enquiries of the IP and confidentiality Co-ordinator.

9. On cessation of my employment by the Company for any reason I will immediately return to the Company all copies of confidential information to which I may have had access or may have generated during my employment with the Company and which is in my possession.

I also acknowledge that in addition to this policy I will be under a common law duty of confidentiality to the Company and to third parties during my employment.

Signed: _____

Employee Name: _____

Witness signature: _____

Date: _____