

# MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Pmkarties:

1. Aspect Enterprise Solutions Limited, a company registered in England and Wales (company no. 04644014), whose registered office is at C/O ION, 10 Queen St Place, 2nd Floor, London, England, EC4R 1BE ("ION").
2. Bank Futures Limited, registered in England with an address at 221b Baker Street, London NW1 6XE, United Kingdom (the "Company").

Company and ION agree as follows:

## 1. DEFINITIONS

"Affiliate" means, in respect of a company, a company which is its subsidiary or holding company, or a company which is a subsidiary of that holding company;

"Authorised Representatives" means, in relation to a Receiving Party, its and its Affiliates' directors, officers and employees, who need to receive and consider the Confidential Information for the purposes of the Project;

"Confidential Information" means all information in whatever form that is disclosed by one party (including its Affiliates) (the "Disclosing Party") to the other party (including its Affiliates) (the "Receiving Party"), whether or not marked as confidential, and includes the existence and content of this agreement; and

"Project" means all transactions or proposed transactions of any kind, relating to any subject matter whatsoever, in connection with which a Disclosing Party provides Confidential Information to a Receiving Party.

## 2. CONFIDENTIAL INFORMATION

- 2.1 The Receiving Party shall not use the Confidential Information of the Disclosing Party for a purpose other than the Project and shall not disclose the Disclosing Party's Confidential Information to anyone other than its Authorised Representatives.
- 2.2 Any breach of the terms of this agreement by a party's Authorised Representatives shall be considered a breach by the party itself.
- 2.3 Neither party will be under any obligation to keep confidential any Confidential Information that:
  - 2.3.1 is in the public domain, other than in breach of this agreement;
  - 2.3.2 was received from a third party without obligation of confidence; or
  - 2.3.3 was known to that party before the date of this agreement and that party was not under any obligation of confidence at that time.
- 2.4 A Receiving Party may disclose Confidential Information if and to the extent that it is required to do so by any law, provided that, to the extent that it is permitted to do so, the Receiving Party: (i) notifies the Disclosing Party as soon as possible upon becoming aware of any such requirement; and (ii) co-operates with the Disclosing Party (at the Disclosing Party's reasonable expense) to avoid or limit disclosure and to gain assurances as to confidentiality from the body to whom the information is to be disclosed.

- 2.5 A Receiving Party shall return or destroy all the Disclosing Party's Confidential Information (in whatever form) in its possession, custody, or control on request from the Disclosing Party.

## 3. TERMINATION AND DURATION

- 3.1 Either party may terminate this agreement by notice in writing to the other party. Sections 2 and 4 of this agreement shall survive termination of the agreement.

## 4. GENERAL

- 4.1 This agreement together with any documents referred to in it constitutes the entire agreement (and supersedes any previous written or oral agreement) between the parties related to the subject matter of this agreement. For the avoidance of doubt, any agreement between a member of the ION Group and a member of the Company's group remains in force and is unaffected by this agreement.
- 1.1 Each Receiving Party recognizes that any breach of this agreement could cause irreparable harm to the Disclosing Party and that monetary damages would be inadequate to compensate the Disclosing Party for such breach.
- 4.2 This agreement shall be governed by, and shall be construed in accordance with, Irish law. The courts of Ireland have exclusive jurisdiction to decide any disputes, which may arise out of or in connection with this agreement, save that nothing in this Section 4.3 shall prevent either party from seeking injunctive relief in the courts of any jurisdiction for the breach, or threatened breach, of this agreement.

**SIGNATURE PAGE FOLLOWS**

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Executed by the parties:

FOR AND ON BEHALF OF  
Aspect Enterprise Solutions Limited

FOR AND ON BEHALF OF  
Bank Futures Limited

\_\_\_\_\_  
*Signature of authorised person*

\_\_\_\_\_  
*Signature of authorised person*

\_\_\_\_\_  
*Printed name*

\_\_\_\_\_  
*Printed name*

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*