

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (*Agreement*) is executed as of [REDACTED] (*Effective Date*) by McLEAR Ltd., a limited corporation registered in the United Kingdom with registration number 08308520 and principal place of business at 48 Warwick St, Soho, London W1B 5NL, United Kingdom (*Company*) and Obaro Sowho [REDACTED], a [REDACTED] registered in [REDACTED] with registration number [REDACTED] and principal place of business at 7314 Mandan Road, Greenbelt, MD 20770, United States (*Recipient*).

WHEREAS, in connection with a potential engagement by Company of Recipient, Recipient requests access to confidential information of Company (the *Engagement*). Therefore, Recipient undertakes to keep that information confidential and Company undertakes to provide that information.

NOW, THEREFORE, the parties agree as follows

1. CONFIDENTIAL INFORMATION

Confidential Information means any information in relation to Company, regardless of the form in which it is communicated or maintained (whether oral or written and whether prepared by Company, any of its Representatives, or otherwise), that has been or is disclosed, distributed, disseminated or made available directly or indirectly by Company or any of its Representatives to Recipient or any of its Representatives which is in connection with research and development, product or technical designs, plans, information, and specifications, manufacturing and production techniques, machine-readable information, code, processes, operations, protocols, know-how, intellectual property, trade secrets, inventions (whether patentable or not), business plans or methodology, marketing information, financial information, cost information, pricing information, customer information, personnel information, and other confidential information in relation to Company. Confidential Information shall also include all notes, reports, analyses, compilations, studies, summaries and other material that are derived from, based on, contain or reflect, in whole or in part, any of the Confidential Information (collectively the **Notes**), prepared by any party or individual, all modules, samples, prototypes, or parts provided by Company, and the existence and terms of the Agreement, or any other information related to Agreement. Confidential Information shall exclude all information which Recipient proves in writing without a doubt that such information is or has become generally available to the public other than as a direct or indirect result of such information being disclosed in breach of the Agreement, except that Confidential Information shall not be deemed to be in available to the public merely because a part of the Confidential Information, or individual features, components, or combinations thereof are embodied in public disclosures.

Person means any natural person or any corporation, limited liability company, partnership, trust, association, or other entity of any kind. **Representative** means, as to any Person, such Person's affiliate, and its and their directors, officers, employees, agents, contractors, representatives, consultants, advisors (e.g. legal, accounting, and financial advisors), and current or prospective financing sources.

2. CONFIDENTIALITY OBLIGATION

Except as otherwise required by applicable law, Recipient undertakes to Company that it shall keep Confidential Information secret and strictly confidential, not directly or indirectly disclose, distribute, disseminate or make available Confidential Information, in whole or in part, in any way, to any Person, not copy, reduce to writing, or otherwise record Confidential Information, not use or exploit Confidential Information except for the purpose of the Engagement, not reverse engineer, decompile, disassemble Confidential Information, not carry out any business which relates to Confidential Information, and establish and maintain adequate security measures to safeguard Confidential Information from unauthorized access or use (the ***Confidentiality Obligation***).

Recipient may disclose Confidential Information to a Representative who is actively and directly participating in the Recipient's evaluation or carrying out of the Engagement on condition that (i) Recipient informs Representative of the confidential nature of the Confidential Information prior to disclosing, and (ii) Representative agrees in writing in advance to comply with the Confidentiality Obligation. Recipient shall be directly liable to Company for failure by Representative to comply with the Confidentiality Obligation, as if Recipient itself had breached the Confidentiality Obligation itself under the Agreement. Recipient shall perform all legal or other acts necessary to cause Recipient to comply with the Confidentiality Obligation.

3. LEGAL PROCEEDINGS

Confidentiality Obligation shall not apply to that part of the Confidential Information where the Recipient demonstrates that the Recipient or any of its Representatives are legally compelled (by an order of any court, regulatory body, judicial body, taxation authority, or other governmental or similar body, each of competent jurisdiction, by the rules of any listing authority or stock exchange, or the laws or regulations of any country to which its affairs are subject) to disclose. Prior to making such disclosure, Recipient or its Representative must use its best efforts in cooperating with Company to seek an appropriate protective order or other appropriate relief. In the event that such a protective order or other relief is not obtained, Recipient or its Representative shall disclose the minimum extent of Confidential Information necessary. Recipient and its Representative shall use their best effort to obtain assurances that confidential treatment will be accorded to any Confidential Information by any Person to whom it is so disclosed.

4. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Except as otherwise required by applicable law, on expiration or termination of the Agreement, or where Company notifies Recipient to do so, Recipient shall promptly: (a) deliver to Company or destroy all Confidential Information, together with all copies and summaries thereof in the possession or under the control of the Recipient or any of its Representatives and (b) destroy all of the Notes, it being agreed and understood that, for the avoidance of doubt, the Recipient and its Representatives shall remain bound by the obligations and restrictions hereunder in respect of such retained Confidential Information. Recipient shall promptly provide to Company written confirmation, which confirmation may be delivered by electronic mail, indicating that such requirements have been satisfied.

5. MISCELLANEOUS

- (a) **Relationship.** The parties do not intend that any agency or partnership relationship be created between them by means of entering into the Agreement. Each party confirms it is acting on its own behalf and not for the benefit or at the direction of any other person.
- (b) **Remedies.** Recipient acknowledges that an award of money damages would be an inadequate remedy for any breach or threatened breach of any provision or part provision of the Agreement by the Recipient or any of its Representatives and that any such breach would cause Company irreparable harm. Accordingly, without prejudice to any other rights and remedies it may have at law or equity, in the event of any breach or threatened or alleged breach of the Agreement by Recipient or any of its Representatives, in relation to such breach, threatened breach, or alleged breach, Company shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance of the Recipient's obligations hereunder. Recipient (on its own behalf and on behalf of its Representatives) hereby waives, and agrees that it (and each of its Representatives) will not raise, any defense to such an action for equitable relief based on any obligation of Company or any of its Representatives to mitigate damages or based on Company or any of its Representatives having an adequate remedy of law. Expiration or termination of the Agreement shall not terminate or otherwise end the Confidentiality Obligation.
- (c) **Headings, Construction.** The headings in the Agreement are provided for convenience only and will not affect its construction or interpretation. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof" and "hereunder", and words of similar import, shall be construed to refer to the Agreement in its entirety and not to any particular provision of the Agreement.
- (d) **Entire agreement.** This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, in relation to its subject matter.
- (e) **Amendment.** The Agreement may only be amended, modified, or waived by an instrument in writing signed by both parties and expressly specifying the intent to amend, modify, or waive the Agreement. The terms of the Agreement shall be in addition to any other confidentiality obligations owed by Recipient to Company.
- (f) **Waiver.** No failure or delay by either party to exercise any right, power, or remedy under the Agreement or by law or equity shall constitute a waiver of that or any other right, power, or remedy. Nor shall such failure or delay prevent or restrict the further exercise of that or any other right, power, or remedy. No single or partial exercise of any such right, power, or remedy, or any abandonment or discontinuance of steps to enforce any such right, power, or remedy, preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

- (g) **Severability.** Any part-provision or provision of the Agreement held to be invalid, void, illegal, or otherwise unenforceable shall be severed from the Agreement and shall be replaced with a part-provision or provision which is enforceable and satisfies the intent of the parties. The Agreement shall remain effective, valid, not void, legal, and otherwise enforceable. The unenforceability of a particular part-provision or provision in a particular jurisdiction shall not make such part-provision or provision unenforceable in any other jurisdiction.
- (h) **Successors and Assigns.** The Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of each party. Neither party may assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party.
- (i) **Indemnification.** Recipient hereby indemnifies Company against all losses, liabilities, costs and expenses (including professional costs and expenses), in each case whether direct, indirect, special or consequential, which arise as a result of the Recipient's actual or threatened breach of the terms of this agreement.
- (j) **Notices.** All notices required under the Agreement shall be sent by electronic mail to the address set forth below the recipient's name on the signature page or to another address that the party most recently notified the other parties of, and shall be deemed to have been duly given when sent. This provision shall not apply to the service of process. Nothing in the Agreement will affect the right of either party to the Agreement to serve process in any other manner permitted by law.
- (k) **No rights or obligations.** No express or implied right or license or other proprietary right is granted to Recipient pursuant to the Agreement under any patent, patent application, patentable right, utility model, copyright, trademark or other intellectual property right, now or hereafter owned or controlled by Company. Neither party has an obligation under the Agreement to purchase any service or item from the other party, or to enter into any agreement or discussions with the other party. Recipient hereby assigns and agree to assigns in the future (when any such invention or intellectual property rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all Recipient's right, title, and interest in and to any and all inventions (and all intellectual property rights with respect thereto) made, conceived, reduced to practice, or learned by Recipient, either alone or with others, incorporating, advancing upon, based on learning, derived from, or otherwise using, in whole or in part, Confidential Information. In the event Company is unable to secure Recipient's signature on any document needed in connection with such purposes, Recipient hereby irrevocably designates and appoints Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act on Recipient's behalf to execute and file any such documents and to do all other lawfully permitted acts solely to further such purposes with the same legal force and effect as if executed by Recipient.
- (l) **Term and Termination.** This Agreement is effective as of the Effective Date and will remain in force for an unlimited term. The Agreement may be terminated at any time by either party by giving thirty (30) days prior written notice. Notwithstanding the termination of the Agreement, the confidentiality obligations imposed by the Agreement shall continue for ten (10) years after the effective date of termination of the Agreement.

- (m) **No representations, warranties, remuneration.** All Confidential Information is disclosed on an “as is” basis, without any representation or warranty. Company disclaims all express or implied representations and warranties relating to any Confidential Information, including the warranties of fitness for a particular purpose, merchantability, and non-infringement. Company shall not indemnify Recipient against or be liable for any third-party claims with respect to such information or use thereof. The parties have no obligation to enter into any further agreement with each other regarding the Engagement. Each party shall be responsible for its Representatives’ compliance with the terms and conditions of the Agreement and shall be fully liable towards the other Party for any and all damages arising out of any acts or omissions of its Representatives. No party is entitled to any remuneration for disclosure of any information under the Agreement.
- (n) **Attorneys’ fees.** Where Company commences any legal action or proceeding in connection with the Agreement and any dispute or claim whatsoever (including non-contractual disputes or claims) arising out of or in connection with the Agreement, Recipient shall pay Company’s attorneys’ and experts’ fees and all costs and necessary disbursements actually incurred in connection with such action or proceeding.
- (o) **Third party rights.** No one other than a party to the Agreement shall have any right to enforce any of the terms of the Agreement.
- (p) **Export control.** Export of commodities, technical data, or information about such commodities or data may be prohibited by law or depend on governmental authorization. Each party shall take all necessary steps to comply with any national and international laws and regulations applicable to the use and distribution of the Confidential Information exchanged hereunder, including but not limited to anti-terrorism and trade regulations.
- (q) **Anti-Bribery.** Each party shall ensure that they comply with all applicable laws while carrying out their obligations under the Agreement, including but not limited to, the Bribery Act 2010.
- (r) **Language.** If the Agreement is additionally signed in, or is translated into, any language other than English, the English language version shall prevail.
- (s) **Governing law.** The Agreement and any dispute or claim whatsoever (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.
- (t) **Jurisdiction.** Each party irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of England and Wales, without giving effect to principles of conflict of laws, to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation. Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, the defense of an inconvenient forum and any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the Agreement in any court referred to in this paragraph.

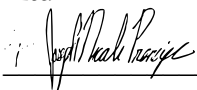
- (u) **Counterparts.** The Agreement may be executed (including by e-signature) in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, and all of which taken together shall constitute the one agreement. The Agreement and no counterpart shall be effective until each party has executed and delivered at least one counterpart.

IN WITNESS WHEREOF, each party has duly read, understood and executed the Agreement, in counterpart, as of the date first set forth above by their duly authorized representatives.

McLear Ltd.

Recipient

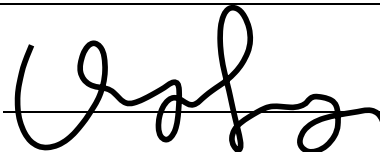
By:



Name: Obaro Sowho

Name: Nicoli Prencipe

Signature:



Title: Chairman & Managing Director

E-mail: _____