

Mutual Confidentiality Agreement

Particulars Schedule

Parties:

Name:	Auckland University of Technology (AUT)	Name:	Investor Mandate Limited t/a finappster (finappster)
Registered Office:	55 Wellesley Street East, Auckland 1010	Registered Office:	26 Covil Avenue Te Atatu Auckland 0610

Notice Details:

Attention:	Barry Dowdeswell	Attention:	Leeanna Kohn-Hardy
Mailing Address:	As above	Mailing Address:	As above
Phone:	0274 728 369	Phone:	+6421 284 1172
Email:	barry.dowdeswell@aut.ac.nz	Email:	Leeanna.kohn-hardy@finappster.co.nz

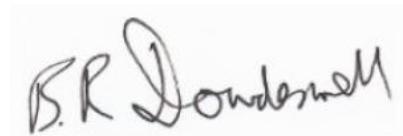
Purpose:

The parties are entering into an Agreement to procure, partner or otherwise collaborate for the mutual benefit of each Party.

Effective Date: 18 April 2019

Executed as an Agreement:

Signed by or on behalf of:
AUT



Authorised Signatory
Name: Barry Dowdeswell
Title: Lecturer and PhD student
Date: 14th May, 2019

Signed by, or on behalf of:
finappster

Authorised Signatory
Name: **Leeanna Kohn-Hardy**
Title: Founder, Director
Date:

BACKGROUND

- A. The Parties have entered into or intend to enter into discussions in relation to the Purpose and as a consequence, each Party may provide to the other Party information of a confidential nature.
- B. The Parties have agreed to enter into this Agreement to record the terms on which they will keep Confidential Information disclosed by, or on behalf of, the other Party.

Mutual Confidentiality Agreement

AGREEMENT

1 The Purpose

- 1.1 The Parties are entering into this Agreement for the purpose of protecting Confidential Information and maintaining the confidentiality of discussions in relation to the Purpose.

2 Interpretation

- 2.1 In this Agreement:

Agreement means this Confidentiality Agreement including the Particulars Schedule.

Confidential Information means all information (whether in tangible or intangible form) of a confidential nature which is disclosed by either Party or any employee, adviser, agent or contractor of either Party to the other Party or any employee, adviser, agent or contractor of the other Party and includes, regardless of the manner of disclosure:

- (a) information relating to the business, operations, customers or affairs;
- (b) all business, financial and technical information including products, services, data, databases, software, operations, processes, plans or intentions, product information, mathematical formulae, algorithms, matrices, methodologies, know-how, Intellectual Property Rights and market opportunities;
- (c) all notes, memoranda, records and other materials, in whatever form, created by either Party or any of its employees, advisers, agents or contractors containing, referring to or based on any Confidential Information; and
- (d) the existence and contents of this Agreement, the Purpose and all related matters.

Discloser means any Party to this Agreement which from time to time provides or discloses its Confidential Information to another Party to this Agreement.

Effective Date means the date specified in the Particulars Schedule.

Group in relation to a Party means that Party, its subsidiaries and shareholders and their respective directors, officers, contracts and employees.

Intellectual Property Rights means all rights in inventions, patents, copyrights, design rights, trademarks and trade names, trade secrets, know-how and Confidential Information and all other intellectual property rights (whether registered or unregistered) and similar forms of protection and all applications and rights to apply for any of them, anywhere in the world.

Recipient means any Party to this Agreement which from time to time receives the Confidential Information of another Party to this Agreement.

Party (or Parties) refers interchangeably to either the Discloser and the Recipient, including officers, employees, agents, contractors and advisers acting on behalf of the Discloser or Recipient, for the duration this Agreement is binding.

Purpose is the purpose set out in the Particulars Schedule.

Working Day shall have that meaning ascribed to it under the New Zealand Companies Act 1993.

3 Term and termination

- 3.1 This Agreement shall take effect from the Effective Date and shall remain in force for as long as either Party holds any of the other Party's Confidential Information.

- 3.2 On completion of the Purpose (or earlier if requested by either Party) both Parties will cease use of all Confidential Information disclosed by the other Party. Both Parties will, if given notice by the other Party at any time, return or destroy all Confidential Information (including all copies) then in its possession or control and will procure that any person to whom it has disclosed any Confidential Information returns or destroys that Confidential Information (including all copies), as required by both Parties.

4 Obligations

- 4.1 Subject to clause 5, both Parties will not without the other Parties prior written permission:

- 4.1.1 use the Confidential Information except in accordance with clause 4.2.
- 4.1.2 disclose the Confidential Information except in accordance with clause 4.3; or

- 4.2 Both Parties will, in respect of any Confidential Information disclosed by the other Party:

- 4.2.1 not use, attempt to use or allow the use of the Confidential Information other than for the Purpose including any discussions, negotiations or investigations between the Parties in relation to the Purpose;
- 4.2.2 without limiting clause 4.2.1 not use, attempt to use or allow the use of any Confidential Information in the development of any product or service in competition with the products and services or otherwise use, attempt to use or allow the use of any Confidential Information to compete with any business carried out by the other Party or in which the either Party is interested;
- 4.2.3 not reproduce or make copies of the Confidential Information, other than previously expressed and having obtained permission from the other Party, in order to carry out the Purpose;
- 4.2.4 not alter or modify or decompile, disassemble or reverse engineer any software forming part of the Confidential Information; and
- 4.2.5 maintain a high level of security (constituting no lesser security measures and degree of care than those which it applies to its own confidential information) to safeguard the Confidential Information (and all copies) from access or use by any unauthorised person.

- 4.3 Either Party may disclose Confidential Information only on a strictly "need to know" basis to any officer, employee, agent, contractor or professional adviser of the other Party or member of the other Party's Group, provided that the Party will be fully responsible and liable to the Discloser for the acts and omissions of each officer, employee, agent, contractor and adviser to whom the Discloser's Confidential Information is disclosed. Without limiting the foregoing, both Parties will:

- 4.3.1 first advise each such person of the other Parties obligations under this Agreement;
- 4.3.2 ensure that that person is bound by obligations regarding the confidentiality, use and security of the Confidential Information on terms no less onerous than those contained in this Agreement; and
- 4.3.3 maintain records of the locations of and persons entrusted with all Confidential Information (and all copies thereof).

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5 Exceptions

- 5.1 This Agreement will not restrict the use or disclosure of Confidential Information to the extent that Confidential Information:
- 5.1.1 is or becomes publicly available other than by either Party breaching this Agreement or any third Party breaching any obligations of confidentiality;
 - 5.1.2 can be established by written records to have been in either Party's possession at the time of disclosure and was not acquired (directly or indirectly) prior to execution of this Agreement, or from any third Party, in breach of its obligations of confidentiality;
 - 5.1.3 can be established by written records to have been received by either Party from a third party who is not in breach of that third Party's obligations of confidentiality;
 - 5.1.4 can be established by written records to have been independently developed by either Party without the use of the other Party's Confidential Information; or
 - 5.1.5 is required to be disclosed by any applicable law or regulatory authority, including any applicable stock exchange listing rule, provided that either Party will give the other Party prompt written notice of the disclosure (where practicable before it occurs) to enable sufficient opportunity to prevent the disclosure through appropriate legal means.

6 Intellectual Property

- 6.1 Neither this Agreement nor the provision of Confidential Information under it is to be construed as granting to either Party any right, license, ownership or interest in all or any part of the Confidential Information disclosed. The Discloser will:
- 6.1.1 continue to own all Intellectual Property Rights in any Confidential Information that it may disclose to the Recipient; and
 - 6.1.2 own all Intellectual Property Rights in any modifications to its Confidential Information created by or on behalf of the Recipient (including, for the avoidance of doubt, all notes, memoranda, records or other materials in whatever form containing, referring to or based on any of the Discloser's Confidential Information).

7 Breach

- 7.1 Both Parties acknowledges that a breach of this Agreement will cause serious and irreparable harm to the other Party and in the event of any threatened, apparent or actual breach of this Agreement, the other Party will be entitled to seek immediate injunctive relief.

8 Other terms regarding confidentiality

- 8.1 This Agreement does not create any obligations upon either Party to disclose any Confidential Information to the other Party.
- 8.2 This Agreement contains the entire understanding between the Parties with regard to its subject matter, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the disclosure and protection of Confidential Information in connection with the Purpose.

9 Disclaimer

- 9.1 Neither Party makes any representation or warranty, express or implied, in respect of the accuracy or completeness of any Confidential Information and such Confidential Information is provided on an "as is" basis.

10 General legal terms

- 10.1 Neither Party may assign this Agreement or any of its rights and obligations under this Agreement, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 10.2 This Agreement shall not be amended or varied in any respect except in writing signed by both Parties.
- 10.3 No waiver shall be deemed to arise unless it is in writing and signed by the relevant Party providing it.
- 10.4 Each Party is acting as an independent contractor and nothing in this Agreement shall be deemed to constitute either Party as an agent, partner or joint venturer of the other.
- 10.5 Any notice given under this Agreement will be in writing delivered to the relevant Party, sent by post, or email to the address as contained in the Particulars Schedule or such address as may be notified in writing by each Party to the other from time to time. Any such notice will be deemed received at the time when the same is handed to or left at the address of the Party to be served and if served by post two days after the day of posting and by email one hour after transmission unless the sender receives an error message.
- 10.6 This Agreement may be executed in any number of the counterparts which, when taken together, are to constitute one and the same Agreement.
- 10.7 The Parties may enter into this Agreement by sending an executed copy of this Agreement or counterpart by email to the other Party, and both Parties will be bound by their signatures on the email copy.

11 Governing Law

- 11.1 This Agreement is governed by and is to be interpreted in accordance with the laws of New Zealand. Each Party hereby submits to the non-exclusive jurisdiction of the New Zealand courts in all matters relating to this Agreement.