MUTUAL CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on 2017

BETWEEN:

1. **SUGGESTV LIMITED incorporated in England whose registered office is at Orchard House, Hascombe, Godalming, Surrey GU8 4AE**; and
2. COMPANY incorporated in England whose registered office is at ADDRESS

BACKGROUND

A The parties are in discussions about a potential business relationship, pursuant to which each party is willing to disclose to the other party certain information ("Permitted Purpose").

B Each party wishes to ensure that the information it discloses for the Permitted Purpose remains confidential and is not used by the other party for any reason other than the Permitted Purpose.

**IT IS HEREBY AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**
   1. In this Agreement (unless the context otherwise requires) the following words and phrases shall have the following meanings:

**"Agreement"** means this agreement and any document referred to, completed or to be completed in accordance with its provisions.

**"Confidential Information"** means all information relating to the Permitted Purpose disclosed (whether in writing, orally or by another means and whether directly or indirectly) by the Disclosing Party on or after execution of this Agreement to the Receiving Party including, but not limited to, information relating to the Disclosing Party's business, products, operations, manufacturing or other processes, plans or intentions, price or product information, know-how, design rights, trade secrets, market opportunities and business affairs and any other information of a confidential nature which shall be designated as such by the Disclosing Party from time to time including the fact that the Disclosing Party is considering entering into an agreement with the Receiving Party to for the Permitted Purpose.

**"Disclosing Party"** means the party disclosing any Confidential Information to the Receiving Party.

**"Receiving Party"** means the party receiving any Confidential Information from the Disclosing Party.

* 1. In this Agreement (unless the context otherwise requires):

1.2.1 the words "including" and "include" and words of similar effect shall not be deemed to limit the general effect of the words which precede them;

1.2.2 reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;

1.2.3 words importing persons shall include firms, companies and bodies corporate and vice versa;

1.2.4 construction of this Agreement shall ignore the headings (which are for reference only); and

1.2.5 references to a numbered clause are references to the clause of this Agreement so numbered.

1. **MUTUAL OBLIGATIONS**
   1. In consideration of the disclosure of Confidential Information by the Disclosing Party under this Agreement, the Receiving Party shall:
      1. keep the Confidential Information secret and give it no less protection than it accords its own most confidential and valuable information (and in any event reasonable protection);
      2. not use any Confidential Information other than for the Permitted Purpose;
      3. not disclose the Confidential Information to any person nor make any copies of it except with the prior written consent of the Disclosing Party or in accordance with clause 4;
      4. use its reasonable endeavours to prevent unauthorised use or disclosure of Confidential Information; and

2.1.5 inform the Disclosing Party immediately upon becoming aware or suspecting that an unauthorised person possesses, is using or knows of any Confidential Information and provide any assistance to the Disclosing Party as it may reasonably require at the Disclosing Party's cost (unless such unauthorized possession, use or knowledge is the fault of the Receiving Party when such assistance shall be at its own cost).

* 1. At the end of the negotiation between the parties relating to the Permitted Purpose (whether the parties have entered into a subsequent binding agreement or not), or at the Disclosing Party's request, the Receiving Party shall within 14 days return all the Disclosing Party's Confidential Information to the Disclosing Party together with a certificate certifying that no copies have been made or retained.

1. **PERMITTED DISCLOSURE**
   1. Subject to clause 3.2 below, the Receiving Party may, during the term of this Agreement, disclose Confidential Information to any of its directors, other officers, employees, agents, consultants and professional advisers ("Recipient") to the extent that disclosure is reasonably necessary for the Permitted Purpose.
   2. Before disclosure of Confidential Information to a Recipient, the Receiving Party shall ensure that such Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.
2. **EXCEPTIONS**
   1. The obligations set out in clauses 3 and 4 above do not apply to Confidential Information which:

4.1.1 is at the date of disclosure or becomes at any time after that date publicly known other than by the Receiving Party's or Recipient's breach of this Agreement;

4.1.2 can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party;

4.1.3 is or becomes available to the Receiving Party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure; or

4.1.4 is required to be disclosed by law.

1. **GENERAL**
   1. Except as expressly provided, the disclosure of Confidential Information under this Agreement shall not be construed as granting or confirming either expressly or impliedly any rights, licences, ownership or relationships.
   2. Neither party may assign or deal in any way with all or any part of the benefit of, or its rights or benefits under, this Agreement.
   3. Notwithstanding the termination for whatever reason of this Agreement, the obligations of confidentiality shall, unless otherwise agreed, continue in force until such time as the Confidential Information becomes public knowledge other than by breach of this Agreement.
   4. Nothing in this Agreement shall impose or be deemed to impose on either Party an obligation to disclose Confidential Information to, or to enter into any agreement or transaction with, the other Party and in particular shall not oblige either Party to enter into any agreement pursuant to the Permitted Purpose with the other Party.
   5. This Agreement constitutes the entire agreement and understanding between the parties in respect of matters dealt with in it and supersedes any previous agreement between the parties relating to such matters. Each party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement.
   6. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or enforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
   7. This Agreement and any matter arising from or in connection with it shall be governed by and construed in accordance with the law of England and Wales.
   8. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising from or in connection with this Agreement.

**IN WITNESS** whereof the parties have executed this Agreement the day and year first above written.

Name of Signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

for and on behalf of **Suggestv LIMITED** )Signature………………………………

**Director**

**Authorised signatory**

Name of Signatory James Pringle

for and on behalf of  **COMPANY**

Signature………………………………

**Director**

**Authorised signatory**