

CONFIDENTIALITY AGREEMENT
(Mutual Disclosure)

DATE: 25 / 02 / 2016

PARTIES:

(1) **Gomingo Limited** (registered number 09954823) whose registered office is at Kemp House, 152 - 160 City Road, London, England, EC1V 2DW;

and

(2) Visionsharp Limited 'Other Party' (registered number 9443398) whose registered office is at The Stables, Paradise Wharf, Ducie Street, Manchester, M1 2JN;

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The parties, for their mutual benefit may have exchanged and wish further to exchange certain information of a confidential nature and wish to protect such information in the manner set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. The following expressions shall unless the context otherwise admits have the following meanings:

"Authorised Person" means, in relation to either Party, a Representative of such Party to whom disclosure of Confidential Information is strictly necessary to fulfil the Purpose.

"Confidential Information" means financial, business and technical or other data and all other information (whether written, oral or on magnetic or other media) disclosed or furnished by either Party (the "disclosing party") to the other Party ("the receiving party"), or any company within the Receiving party's Group or its Representatives, (whether before or after the date of this Agreement).

"Group" shall mean the group composed of any Party, its ultimate Holding Company, and all Subsidiary Companies of the Party's ultimate Holding or such expressions are defined in Section 736 of the Companies Act 1985.

"Purpose" means any and all discussions and negotiations between or within the parties concerning or in connection with the design or delivery of software solutions, products, platforms or services which may be briefed or discussed from time to time.

"Representative" shall mean any director, officer, employee, agent or advisor of either Party or any company in such Party's Group.

2. This Agreement shall remain in force until terminated by either Party giving to the other one month's notice of termination.
3. In consideration of the disclosure of Confidential Information by the disclosing party to the receiving Party, each party agrees that, as the receiving party, it:
 - 3.1 shall keep the Confidential Information confidential subject to the terms and conditions of this Agreement;

- 3.2 shall not use the Confidential Information or any part of it for any purpose other than the Purpose;
 - 3.3 shall not disclose the Confidential Information or any part thereof to any person other than an Authorised Person and shall require that each such Authorised Person shall comply with the confidentiality provisions no less onerous than those contained in this Agreement;
 - 3.4 shall not take any copies or many any summaries or transcripts of the whole or any part of the Confidential Information save as is strictly necessary for the Purpose and all such copies, summaries and transcripts shall be deemed to be, and shall be clearly identified as being, Confidential Information;
 - 3.5 shall ensure that all Confidential Information whether disclosed orally, in writing or on magnetic or other media including software, shall clearly be marked or identified as confidential and/or proprietary to the disclosing party;
 - 3.6 shall notify the disclosing party immediately it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorised Person; and
 - 3.7 shall keep all Confidential Information in a safe and secure place and shall treat all Confidential Information in a manner which is no less secure than the manner in which it treats its own confidential and/or proprietary information.
4. Notwithstanding any other provisions hereof, the receiving party shall not be liable for release or disclosure of, and the confidentiality obligations hereunder shall not apply to, any Confidential Information that: -
- 4.1 are required by law or any governmental or other regulatory authority to be disclosed;
 - 4.2 are or becomes part of the public domain through no fault of the receiving party;
 - 4.3 are known to the receiving party prior to the disclosure by the disclosing party without an obligation to keep such Confidential Information confidential;
 - 4.4 is subsequently obtained by the receiving party from a third party without breach of any obligation of confidentiality owed to any third party or the disclosing party;
 - 4.5 is independently developed by the receiving party or a company within the receiving party's Group without any breach of this Agreement; or
 - 4.6 are approved for public release by the disclosing party.
5. Upon termination of this Agreement, or upon the request of the disclosing party, the receiving party shall return all materials, data, documents, papers and all copies thereof containing the Confidential Information or any part thereof (hereinafter called "Materials") received by it or supplied to it by the disclosing party or a member of the disclosing party's Group or (if so required by the disclosing party) shall destroy the Materials and shall give written confirmation that it has destroyed the Materials pursuant to this Clause 5.
6. Notwithstanding the termination for whatever reason of this Agreement the obligations of confidentiality shall, unless otherwise Agreed, continue for a period of five (5) years in respect of Confidential Information disclosed pursuant to this Agreement from the date of the disclosure of the Confidential Information.

7. All Confidential Information shall be deemed (and all copies therefore of any part or parts thereof shall become upon the creation thereof) and shall remain the property of the disclosing party.
8. This Agreement shall not operate as an assignment to the receiving party of any patents, rights, registered designs, unregistered designs, trademarks, trade names or other rights of the disclosing party as may subsist in or be contained in or reproduced in the Confidential Information and the receiving party shall not, not shall any persons on its behalf, apply for any patent, or registration of any trademark or design or any other intellectual property right, in respect of the Confidential Information or any part thereof.
9. The disclosing party makes no representations or warranties as to the accuracy or completeness of the Confidential Information disclosed.
10. Nothing in this Agreement shall impose or be deemed to impose on either Party an obligation to disclose Confidential Information or to enter into an Agreement pursuant to the Purpose.
11. Neither Party shall assign its rights or obligations under this Agreement.
12. The invalidity or unenforceability of any part of this Agreement for any reason whatsoever shall not affect the validity or enforceability of the remainder.
13. Each Party agrees to keep confidential the existence of the contents of this Agreement and all negotiations relating to this Agreement and/or the Purpose and shall not use or permit to be used the name of the other Party in any advertisement or publicity campaign or other disclosure without the prior written consent of the other Party.
14. The Parties agree that the money damages would not be sufficient remedy if a party is in breach and the disclosing party will be entitled to seek any legal remedy or relief to prevent any breach, or anticipated breach, by the receiving party. This right is in addition to the disclosing party's other rights in law or in equity.
15. This Agreement constitutes the entire Agreement and understanding between the Parties with respect to its subject matter and replaces all previous Agreements between, or understandings by, the Parties with respect to such subject matter. This Agreement cannot be varied except by written instrument signed on behalf of both of the parties.
16. This Agreement including the consequences and termination hereof and any proceedings pursuant hereto shall be construed and governed by the laws of England the Parties hereby irrevocably subject to the exclusive jurisdiction of the English Courts.

AS WITNESS whereof the Parties or persons duly authorised on their behalf have executed this Agreement the day and year before written

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Signed on behalf of Gomingo Limited

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Signed on behalf of Visionsharp Limited

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 Print Name

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 Print Name

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 Position

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 Position

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 Date

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 Date