**MUTUAL CONFIDENTIALITY AGREEMENT**

This Mutual Confidentiality Agreement (the “Agreement”) is made this 24th day of April, 2017 (the “Effective Date”) by and between Azhar Rafiq, and affiliates thereof and Abedalbaset hamam, as an individual, or as representative of his software development related expertise or any affiliates thereof.

**R E C I T A L S**

WHEREAS, Rafiq and Abedalbaset are interested in exchanging information for the purpose of discussing possible software development relationships from time to time, including without limitation the development of softwares, funding of research and development of business opportunities and other related activities (the “Permitted Purpose”); and

WHEREAS, in connection with such exchange, the parties or their representatives may find it necessary to disclose certain information and know-how that may be considered proprietary and confidential by the party making the disclosure.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to each of the parties hereunder, and for other good and sufficient consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. "Confidential Information" means all information and know-how supplied by or on behalf of one of the parties hereto (hereinafter, “the Disclosing Party”) tothe other party hereto (hereinafter, “the Receiving Party”) that the Disclosing Party treats as confidential. The term “Confidential Information” further includes the existence of this Agreement and the nature of the activity being conducted as part of the Permitted Purpose. Confidential Information may be owned by the Disclosing Party or may be obtained by the Disclosing Party through a grant of rights by a third party.

2. Confidential Information does not include (a) information that is furnished to the Receiving Party by a third party as a matter of right without restriction on disclosure or use and that was not received directly or indirectly from the Disclosing Party or its representatives; (b) information that the Receiving Party can prove by competent evidence to have been rightfully in its possession prior to disclosure of such information to the Receiving Party by the Disclosing Party or its representatives; and (c) information that is developed independently by the Receiving Party without access to or use of any Confidential Information of the Disclosing Party and such can be proven by competent evidence.

3. While this Agreement is in effect, the Receiving Party shall not use the Confidential Information of the Disclosing Party nor disclose the same to any third party except to the extent necessary in furtherance of the Permitted Purpose as specifically provided in Section 5 hereof.

4. If either party becomes legally required by court order, subpoena or other legal process to disclose Confidential Information of the other party, the party required to disclose such information shall promptly notify the other party and shall use its reasonable efforts to classify the information with the most restricted designation warranted by the nature of the Confidential Information.

5. Each party may disclose the other party’s Confidential Information only to those of its and its Affiliates’ respective employees, agents and independent contractors who need it in furtherance of the Permitted Purpose and who have agreed to an obligation in writing limiting the use and further disclosure of such Confidential Information that is at least as restrictive as the limitation of use and disclosure set forth herein. For purposes of this Agreement, “Affiliate” means any corporation or other entity or enterprise that controls, is controlled by or is under common control with a party. A corporation or other entity or enterprise shall be regarded as in control of another corporation, entity or enterprise if it owns or directly or indirectly controls 50% or more of the voting securities or other ownership interest of the other corporation, entity or enterprise or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity or enterprise.

6. Upon request of the Receiving Party, oral disclosures of Confidential Information shall be confirmed in writing within thirty (30) days in a manner sufficient to enable the Receiving Party to identify such Confidential Information, but shall nonetheless be considered confidential in the absence of any such request or confirmation.

7. Upon the Disclosing Party’s request, the Receiving Party shall return all Confidential Information of the Disclosing Party, including without limitation documents, data, specifications, samples, drawings, designs, blueprints, photographs, sketches, software and other materials of the Disclosing Party, together with any reproductions thereof, provided that the Receiving Partymay retain one copy of any and all such returned materials solely for record purposes. The Receiving Party shall continue to treat the retained record copy of such materials as Confidential Information of the Disclosing Party throughout the period of retention.

8. Each of the parties acknowledges that its obligations under this Agreement prohibit it from filing a patent application incorporating any of the Confidential Information that is disclosed to it by the other party or third parties acting on behalf of the other party pursuant to this Agreement.

9. Neither party acquires any intellectual property rights from, nor is granted any license by, the other party under this Agreement.

10. The parties may disclose Confidential Information to each other hereunder from the date of this Agreement, and the parties’ obligations hereunder shall continue in full force and effect until any Confidential Information disclosed hereunder is no longer considered Confidential Information pursuant to one or more of the exceptions set forth in Sections 2(a) through (d).

11. This Agreement shall be construed to create an association, partnership, joint venture, of principal and agent between Abedalbaset and Rafiq within the meaning of any federal, state or local law.

12. This Agreement shall be governed by and construed in accordance with the laws of the state of Virginia, without regard to its conflict of laws principles. For the adjudication of any disputes arising under this Agreement, the parties hereby consent to personal jurisdiction and venue in the state and federal courts located in St. Louis County, Missouri.

13. This Agreement may be executed simultaneously in any number of counterparts and may be executed by facsimile copy. All counterparts shall collectively constitute one and the same Agreement.

14. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes all prior agreements between the parties concerning the subject matter of this Agreement.

15. Neither Rafiq nor Abedalbaset may not assign any rights or obligations, or subcontract or otherwise delegate any of its rights, obligations, or duties under this Agreement without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives.

16. The Parties agrees that they shall not use any Confidential Information to pursue business of any kind, either on a consulting basis, through development efforts, or on its own account not otherwise available to them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives as of the Effective Date.

By: Azhar Rafiq By: Abedalbaset Hamam

Signature: Signature:

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