

**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT**

THIS AGREEMENT, dated as of this day (**insert date**) is made by and between:

- 1) **SOBI ANALYTICS**, having its registered office at 4 Carlisle House, Adelaide Road, Bray, Wicklow Ireland. Registered in Ireland no. 685365 (hereinafter called "**Sobi Analytics**")

2)

RECITALS

A) Sobi Analytics and (name), intend to engage in discussions relating to a possible business relationship or transaction during which time they may disclose to each other certain Confidential Information for the purposes of evaluating or obtaining goods or services, or for the purpose of negotiations which may result in formation of a contractual relationship between Sobi Analytics and the Company (including Affiliates of such companies), or for other purposes;

B) The Parties are willing to hold in confidence any and all Confidential Information they may receive, pursuant to the terms and conditions set forth below;

THEREFORE, in consideration of the mutual disclosure and receipt of Confidential Information from the other Party, the mutual covenants and other good and valuable consideration, each Party agrees as follows:

TERMS AND CONDITIONS

1. Definitions

(a) "**Affiliate**" shall mean any entity, which controls, is controlled by, or is under common control with Receiving Party. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, more than fifty percent (50%) of the voting equity or assets of the other entity (or other comparable ownership interest for an entity other than a corporation).

(b) "**Confidential Information**" includes any and all information or data of the Disclosing Party, whether in tangible, intangible, oral, audio, visual, written, electronic, present, future or other form, which is communicated to the other Party howsoever acquired including, but not limited to, by post, fax, email, text message (SMS) or visual inspection and which is either identified as confidential or which by its nature is generally considered proprietary and confidential (regardless of whether such information is specifically labeled as such).

Without limitation to the foregoing, "Confidential Information" specifically includes information concerning a Party's proprietary data, trade secrets, financial information, pricing, technical information, including but not limited to research, development, procedures, algorithms. Data, designs, know-how, business information, including but not limited to, operations, planning, marketing interests, products, process, technology and the terms of this or any agreement entered into between the Parties and the discussions, negotiations and proposals related to same.

(c) "**Disclosing Party**" shall refer to the Party (including an Affiliate of such Party) whose Confidential Information is disclosed to the other (including an Affiliate of such Party).

(d) "**Receiving Party**" shall refer to the Party (including an Affiliate of such Party) receiving Confidential Information disclosed by the other (including an Affiliate of such Party).

2. Non-Use and Non-Disclosure

(a) The Receiving Party agrees that it shall maintain all Confidential Information it receives or otherwise obtains in confidence and that it shall not disclose such information or transmit any documents or copies containing such information to any other Party except as permitted under this Agreement. Receiving Party shall use at least that standard of care, but no less than a reasonable degree of care, with respect to protecting the Confidential

Information, which it accords its own proprietary and Confidential Information.

(b) Receiving Party further covenants and agrees that at no time shall it use or knowingly permit any other person or entity to examine, use or derive benefit from the Confidential Information without the Disclosing Party's express written consent. Receiving Party shall not disclose any Confidential Information to anyone other than to those Receiving Party employees, officers, directors and representatives who have a reasonable need for such Confidential Information for the purpose contemplated by this Agreement. Such individuals shall be advised of the confidential nature of the information and shall agree to be bound by the terms of this Agreement.

(c) The duty of non-disclosure shall not apply to information which: (i) Was in the public domain at the time it was communicated to Receiving Party or subsequently enters the public domain through no fault of Receiving Party, (ii) Receiving Party can prove was independently developed by Receiving Party or was already known to the Receiving Party at the time of receipt, (iii) Was rightfully communicated to Receiving Party free of any obligation of non-disclosure and without restriction as to use, or (iv) Is disclosed by the Receiving Party pursuant to judicial order or other compulsion of law, provided that the Receiving Party shall give the Disclosing Party prompt notice of any such order and shall comply with any protective order (or equivalent) imposed on such disclosure. In the event of a disputed disclosure, the Receiving Party shall bear the burden of proof of demonstrating that the information falls under one of the above exceptions.

3. Ownership and Intellectual Property Rights

All Confidential Information of the Disclosing Party shall remain the exclusive property of that Party. Nothing in this Agreement shall be deemed to grant Receiving Party any rights in or to the Disclosing Party's Confidential Information or any part thereof, other than those expressly recited herein. Neither Party acquires any intellectual property rights under this Agreement (including but not limited to patent, copyright, or trade mark rights) and for the

avoidance of doubt, no rights or licenses in or to the Confidential Information are granted to the other Party, except in all cases, the limited rights necessary to carry out the purpose of this Agreement.

4. Restrictions on Copying

Receiving Party shall not make any copies of any Confidential Information, except as may be necessary to carry out the above-stated purposes. Receiving Party agrees that any copies made shall maintain any stamp or legend indicating their confidential nature. Receiving Party also agrees that it will not remove, overprint or deface any notice of copyright, trademark, logo or other notices of ownership from any originals or copies of Confidential Information it obtains from Disclosing Party.

5. No Warranty

Neither Party accepts responsibility nor liability for (nor makes any representation, statement or expression of opinion or warranty, express or implied, with respect to) the accuracy or completeness of the Confidential Information or any oral communication in connection with it unless and until such representation, statement or expression of opinion or warranty is expressly incorporated into a legally binding contract executed between the Parties. This Agreement imposes no obligation on a party to exchange Confidential Information, proceed with the purpose or any business opportunity, or purchase, sell, license, transfer or otherwise make use of any technology, services or products.

6. Termination

Upon completion of the purposes stated above, or upon Disclosing Party's request, Receiving Party shall cease to use the Confidential Information and shall use reasonable commercial efforts to promptly return or destroy all materials incorporating Confidential Information received from Disclosing Party, and all copies of the same, and shall cause any

authorized third parties to whom disclosure was made to do the same.

7. Affiliates and Related Entities

Nothing in this Agreement shall be deemed to permit access to Confidential Information provided pursuant to this Agreement to Receiving Party's Affiliates or related entities without Disclosing Party's prior written consent except as reasonably necessary for the purpose stated above.

8. Breach

(a) In the event Receiving Party breaches the terms and conditions of this Agreement, Disclosing Party shall have the right to (i) Terminate this Agreement and/or demand the immediate return and/or destruction of all Confidential Information in the possession or control of the Receiving Party or its Affiliates, (ii) Seek injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement, and (iii) Pursue any other remedy available at law or in equity (including, but not limited to, recovery of damages incurred by reason of such breach, including, without limitation, its reasonable attorneys' fees and costs of suit).

(b) The Parties specifically acknowledge that the unauthorized disclosure of Confidential Information would result in irreparable harm for which there is no adequate remedy at law. Each Party therefore agrees that in the event of any unauthorized disclosure by the Receiving Party, Disclosing Party shall be entitled to seek an injunction and that no bond or other security shall be required or sought by the Receiving Party. This remedy shall be in addition to any other remedy available at law or in equity.

9. Governing Law

This Agreement shall be governed by and construed in strict accordance with the laws of Ireland. The Parties submit to the exclusive jurisdiction of the Irish Courts.

10. Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and executed by the Party waiving the right. Failure to properly demand compliance or performance shall not constitute a waiver of a Party's rights hereunder.

11. Severability

If at any time during the Term of this Agreement any provision hereof proves to be or becomes invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

12. Term

This Agreement shall remain in force for a period of three (3) years from the Effective Date, unless earlier terminated pursuant to Clause 6 or Clause 8, provided, however, all restrictions on use and obligations of non-disclosure under this Agreement shall survive the expiry or termination of this Agreement for a period of three (3) years from the date of the relevant disclosure. Any cause of action relating to a breach of this Agreement shall be brought within twelve (12) months of the alleged breach.

13. Relationship of the Parties

This Agreement does not create any agency, joint venture or partnership relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other, except as authorized in writing by the Party to be bound.

14. Successors and Assigns

Neither Party may assign nor transfer this Agreement in whole or in part without the prior



written consent of the other Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and assigns of each Party.

15. Publicity

The Parties agree that each Party shall keep the existence of this Agreement, as well as its relationship with the other Party confidential and that neither Party shall disclose the foregoing without the prior written consent of the other.

16. Authority and Enforceability

The signature of either Party's representative constitutes an express representation that said representative has the authority to bind that Party to the terms of this Agreement and that the Agreement is a binding obligation of that Party, enforceable according to its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

BRENDA JORDAN (FOUNDER/CEO)
Sobi Analytics Limited

DATE:

(name)

DATE: