

IMPROVED APPS LTD**MUTUAL CONFIDENTIALITY AGREEMENT**

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING “I ACCEPT”, OR BY AGREEING ANY AGREEMENT THAT REFERENCES THIS AGREEMENT, YOU AND THE LEGAL ENTITY YOU REPRESENT (“ORGANISATION”) ACCEPTS THE FOLLOWING TERMS FROM IMPROVED APPS LIMITED OF SUITE 2, FIRST FLOOR, PARK HOUSE, PARK TERRACE, WORCESTER PARK, SURREY KT4 7JZ (“IMPROVED APPS”). YOU AND THE ORGANISATION AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE ORGANISATION AGREES THAT IT IS ENFORCEABLE AS IF IT WERE A WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF THE ORGANISATION DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, IT SHALL NOT SHARE INFORMATION WITH IMPROVED APPS THAT IS NOT IN THE PUBLIC DOMAIN OR COULD BE CONSIDERED CONFIDENTIAL. ON CLICKING “I ACCEPT” OR AGREEING ANY AGREEMENT THAT REFERENCES THIS AGREEMENT BY OR ON BEHALF OF THE ORGANISATION THE TERMS OF THIS CONFIDENTIALITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN AGREED BY THE ORGANISATION.

1. “Confidential Information” means the terms of this Agreement and information disclosed by one Party (the “Disclosing Party”) to the other (the “Receiving Party”) to the extent that such information is designated as confidential by the Disclosing Party in writing or relates to the business affairs, developments, trade secrets, know-how, personnel, customers or suppliers of the Disclosing Party or that such information may reasonably be regarded as the confidential information of the Disclosing Party
2. The Receiving Party undertakes that it shall take all necessary precautions, and shall procure that each person employed or engaged by it in connection with this Agreement takes all necessary precautions, to ensure that Confidential Information disclosed by the Disclosing Party:
 - 2.1. is treated as confidential;
 - 2.2. is used only for the purposes of this Subscription Agreement; and
 - 2.3. is not disclosed to any third party without the prior written consent of the Disclosing Party.
3. Neither the Receiving Party, nor any person engaged by it whether as an employee, servant, agent or sub-contractor, shall use shared Confidential Information for the solicitation of business away from the Disclosing Party.
4. The Receiving Party undertakes to the Disclosing Party to take all reasonable steps as shall from time to time be necessary to ensure compliance with the provisions of clauses 2 and 3 by its employees, agents, consultants and subcontractors.
5. For the avoidance of doubt, the Disclosing Party may require, and the Receiving Party shall procure, undertakings as to confidentiality directly from its employees, agents, consultants and subcontractors in terms no less onerous than the terms contained in this Agreement.
6. The Receiving Party may disclose Confidential Information:
 - 6.1. pursuant to a duty imposed by law or the requirements of a regulatory authority but only to the extent so required; and
 - 6.2. to give proper instructions to any professional adviser under an obligation to keep such Confidential Information confidential.
7. Receiving Party may disclose Confidential Information pursuant to a request made under the Freedom of Information Act 2000 (“FOIA Request”). The Disclosing Party shall, at the Receiving Party’s request, provide all reasonable assistance with any FOIA Request relating to supply of Applications under this Subscription Agreement.
8. Confidential Information shall not include, and the obligations contained in this Agreement shall not apply, in respect of information:
 - 8.1. which was in the public domain at the time of disclosure;

- 8.2. which, though originally Confidential Information, subsequently falls into the public domain through no fault of the Receiving Party;
 - 8.3. independently developed by the Receiving Party or its employees or agents where the Receiving Party can show it had no access to that information as Confidential Information of the Disclosing Party received under this Subscription Agreement;
 - 8.4. lawfully received from a third party not under an obligation of confidentiality to the Disclosing Party.
9. Without prejudice to the generality of clauses 8.1 to 8.4 above, information shall not be deemed to be in the public domain where it is known to only a few of those people to whom it might be of commercial interest. A combination of one or more items of Confidential Information with information in the public domain shall not cause such Confidential Information to be deemed to be in the public domain.
10. The Parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of five (5) years following any termination of this Agreement, provided, however, that Party's obligations hereunder shall survive and continue in effect thereafter with respect to any of either party's Confidential Information that continues to be a trade secret under applicable law.