

NONDISCLOSURE and AGREEMENT

This **Agreement and NDA** (the "Agreement") is entered into by and between **Philip R. Johnson** (philj@microhelpuk.com) of: MicroHelp, Tapton Park Innovation Centre, Brimington Road, Tapton, Chesterfield, S41 0TZ, and **Austen Jones** (austenj@me-too.net) of: me-too.net Ltd, 1 Oban Close, Wakefield, WF3 1JU for the purposes of looking after the best interests of both parties including preventing the unauthorised disclosure or exploitation of confidential information relating to development project work as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged.
2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate and honest means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval
3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees and agents as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.
4. Solicitation. The Prospect / Customer agrees not to solicit, induce or encourage any Contact, Employee or Agent of the Developer to terminate their association or employment with the Developer or to accept any role directly or indirectly with the Prospect / Customer or any third party.
5. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential

Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement or until two years after termination of this Agreement, whichever occurs first.

6. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

8. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

9. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorised representative.

_____(Signature)

Philip R. Johnson
Date: 22/10/2018



_____(Signature)

Austen Jones
Date: 22/10/2018