**THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) dated this 15th day of November 2016**

**BETWEEN:**

**KANIKA GREEN OF CORPORATE MANAGEMENT SOLUTIONS (CAYMAN) LTD.**

 **(KG/CMS)**

**AND**

**MARK GREEN**

**(MG)**

1. **Confidential Information**

All written and oral information and materials disclosed or provided by KG/CMS to MG under this Agreement is confidential information regardless of whether it was provided before or after the date of this Agreement or how it was provided to MG.

1. **Confidential Obligations**

Except as otherwise provided in this Agreement, MG must keep the confidential information confidential.

Except as otherwise provided in this Agreement, the confidential information will remain exclusive property of CMS and will only be used by MG for the permitted purpose. MG will not use the confidential information for any purpose that might be directly or indirectly detrimental to CMS or any of its affiliates.

The obligations to ensure and protect the confidentiality of the confidential information imposed on MG in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.

Notwithstanding the foregoing, the obligation of a person to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of such person; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by such person from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by such person from sources or through persons that such person can demonstrate had no access to Confidential Information; or (v) are lawfully known by such person at the time of disclosure other than by reason of discussions with or disclosures by the Parties.

 All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party’s option. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the Effective Date, nor as granting any right with respect to the use or marketing of any product or service. The Parties shall use the Confidential Information only for the Business Relationship.

1. **Notices**

If MG loses or fails to maintain the confidentiality of any of the confidential information in breach of this agreement, MG will immediately notify CMS and take all reasonable steps necessary to retrieve the lost or improperly disclosed confidential information.

1. **Representations**

In providing the confidential information, MG makes no representations, either expressly or impliedly as to its adequacy, sufficient, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

**5. Assignment**

Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

1. **Amendments**

This Agreement may only be amended or modified by a written instrument executed by both CMS and MG.

1. **General Provisions**

The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Business Relationship and shall remain binding for a period of two (2) years from the Effective Date.

Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

1. **Notice**

Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective on the first business day following the date of receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under this Agreement shall be addressed to the addresses stated at the outset of this Agreement, or to new or additional addresses as the Parties may be advised in writing.

1. **Governing Law**

This Agreement is to be governed by and construed in accordance with the laws of the Cayman Islands. Neither Party shall be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party. This Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and is intended as the Parties’ final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

Kanika Green, Managing Director

Corporate Management Solutions

Mark Green