



MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is effective as of the last date signed below (“**Effective Date**”), by and between Flexera Software LLC, a Delaware limited liability company at 300 Park Blvd., Suite 500, Itasca Illinois 60143 (“Flexera Software”) and IMImobile plc, whose registered office is at 5 St John's Lane, London EC1M 4BH (“**Company**”).

Flexera Software has been contracted by Cisco Systems, Inc. (the “Acquiring Company”) to perform a code audit on the Company’s products and to provide the Acquiring Company with reports and analysis related thereto (the “Purpose”). It is anticipated that either party may from time-to-time disclose (in that capacity, the “Discloser”) to the other party (in that capacity, the “Recipient”) certain business and/or technical information which the Discloser regards as proprietary and/or confidential. This Agreement sets forth the terms under which the Recipient shall retain such information in confidence. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Confidential Information.** “Confidential Information” means business and/or technical information which, is conveyed by the Discloser to the Recipient following the Effective Date.
2. **Inside Information.**
 - 2.1 Each party acknowledges that some or all of the Confidential Information may be inside information for the purposes of the Market Abuse Regulation (596/2014) (MAR) and Part V of the Criminal Justice Act 1993 (CJA) and that any Recipients who are in, or acquire, possession of any Confidential Information may have inside information for the purposes of MAR and information as an insider for the purposes of the CJA. Each party consents to receiving this information and to being made an insider within the meaning of MAR and the CJA and will bring to the attention of its Recipients who, from time to time receive this information, the prohibitions on market abuse set out in MAR and on insider dealing contained in the CJA.
 - 2.2 Each party acknowledges, and will advise each of its Recipients that, it must act in relation to the Confidential Information in compliance with:
 - 2.2.1 the prohibition on market abuse contained in MAR and in particular in relation to insider dealing (Article 8), the unlawful disclosure of inside information (Article 10), market manipulation (Article 12), inside information (Article 17) and insider lists (Article 18);
 - 2.2.2 the Disclosure Guidance issued by the Financial Conduct Authority; and
 - 2.2.3 the criminal offences in relation to inside information contained in the CJA.
3. **Term and Termination.** This Agreement commences on the Effective Date and continues until thirty (30) days after the date either party notifies the other of its intention to terminate.
4. **Confidentiality Obligations.** In consideration of the disclosure of Confidential Information to it each Recipient shall hold the Confidential Information in strict confidence and may not, directly or indirectly, disclose it to any person. Each Recipient shall only use the Confidential Information for the Purpose. For these purposes, ‘disclosing’ Information includes making it available in any way, whether deliberately or not. The Recipient shall maintain such Confidential Information in confidence, properly protected against theft, loss and unauthorized access, make no unauthorized uses of such Confidential Information and not disclose such Confidential Information to any third party without the Discloser’s prior written authorization.
5. **Use of Confidential Information.** The Recipient shall a) have the right to disclose the Confidential Information only to its employees, consultants and Affiliates having a need to know and who have agreed in writing to be bound to confidentiality terms no less onerous than those contained herein; b) use such Confidential Information only for the Purpose; and c) return or destroy any or all Confidential Information upon Discloser demand; provided, however, that this section shall not apply to any reports, summaries or analyses of the Company’s Confidential Information (provided such reports, summaries and analyses do not replicate any of the Company’s source code) provided to the Acquiring Company or Company and such reports, summaries, and analyses will be subject to the existing confidentiality agreement between the Acquiring Company and Company. For the purposes of this Agreement, “Affiliate” means any company controlling, controlled by, or under common control with, Recipient.
6. **Confidential Information Exceptions.** Nothing in this Agreement shall in any way restrict or impair the Recipient's right to use, disclose or otherwise deal in Confidential Information which a) at the time of disclosure to the Recipient is in the public domain, as evidenced by written publication; b) after disclosure to the Recipient becomes part of the public domain by written publication through no fault of the Recipient or the Acquiring Company; c) the Recipient can demonstrate was in its possession prior to the time

of disclosure to the Recipient, is not subject to any confidentiality obligations, was not acquired improperly and was not acquired directly or indirectly from the Discloser or any person, firm or corporation acting on its behalf; d) the Recipient can show was acquired by the Recipient independently, after disclosure hereunder, from a third party without breach of agreement or violation of law; or e) the Recipient can show was independently developed without use of or reference to the Confidential Information. Disclosure of Confidential Information shall not be precluded if such disclosure is in response to a valid court or other governmental body order or is otherwise required to be disclosed by law; provided, however, Recipient shall, as far as it is lawful to do so, first consult the Discloser to give the Discloser an opportunity to contest the disclosure, (at its expense) take all reasonable steps to resist or avoid being required to make such disclosure and take into account the Discloser's reasonable requirements about the proposed form, timing, nature and extent of the disclosure.

7. **No Rights.** No right, title or interest, either express or implied, in either party's Confidential Information is granted to the other party under this Agreement. No agency or partnership relationship is created by this Agreement. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT WARRANTY INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE RECIPIENT USES CONFIDENTIAL INFORMATION AT ITS OWN RISK.
8. **Rights and Remedies.** Nothing in this agreement shall oblige a party to pay any amount which the Panel on Takeovers and Mergers determines would not be permitted by Rule 21.2 of the City Code on Takeovers and Mergers.
9. **Integration, Assignment and Amendment.** This Agreement constitutes the entire agreement between the parties concerning the exchange of Confidential Information in furtherance of the Purpose, superseding and replacing all prior and contemporaneous confidentiality agreements and related understandings, offers and communications, both written and oral, between the parties. This Agreement shall be binding upon an assigning party's successors and assigns. No Agreement modifications or waiver of any of its terms will be effective unless set forth in writing signed by the party against whom it is sought to be enforced. Failure by either party to require the other party's performance of any of this Agreement's terms, or waiver by either party of any Agreement breach by the other party shall not prevent subsequent enforcement of such term or be deemed a waiver of any subsequent breach thereof.
10. **Invalid terms to be struck out.** If and to the extent that any provision of this Agreement is held to be invalid or unenforceable, it shall be given no effect and shall be deemed not to be included in this letter, but everything else in this letter shall continue to be binding.
11. **Variation of terms of this Agreement.** The parties may vary the terms of this Agreement by agreement in writing.
12. **Rights of third parties.** A person who is not a party this Agreement shall not have any rights under it by virtue of the Contracts (Rights of Third Parties) Act 1999.
13. **Governing law to be English law.** Each of this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law. The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement. Each party waives any objection to the exercise of that jurisdiction.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this letter by email attachment shall be an effective mode of delivery.

By signing below, the parties agree to be bound by the terms and conditions set forth herein.

AGREED:

Company: IMImobile PLC

Signature: _____


Name: _____


Title: _____


Date: 18 November 2020

Flexera Software

Signature: _____


Name: _____


Title: _____


Date: November 18 2020