

TERMS OF ENGAGEMENT AGREEMENT

THIS AGREEMENT is made the 22 November 2012 (the effective date) between Ogden&Mosh Limited, located at 4 Pinkus Towers, Dublin Road, Westmeath, Ireland (the "Disclosing Party"); and **Paul Murga**, with registered office located at Roger de Lluria 116, 4-1 08037 Barcelona (the "Receiving Parties").

1. AGREEMENT

Preparatory to, at, or arising from recent discussions the Disclosing Party is prepared to disclose to the Receiving Parties certain technical, commercial, financial and business project information and ideas, for the purpose of, and not limited to, pursuing a legal action (the "Purpose").

1.1 "Confidential Information" shall mean any of the following, whether (i) disclosed by or on behalf of the Disclosing Party to the Receiving Parties or their directors, officers, partners, employees and agents (collectively the "Representatives") orally or in writing or (ii) learned by the Receiving Parties or their Representatives through observation or examination of any documents, licenses, contracts, books, records, data, software, source codes or products of the Disclosing Party or (iii) learned by the Receiving Parties or their Representatives through observation or examination of the Disclosing Party's offices, processes or procedures or (iv) otherwise learned by the Receiving Parties or their Representatives in any manner except as set forth in paragraph 5 hereof:

1.2 any information relating to the products or services of the Disclosing Party in which the Disclosing Party claims a proprietary and/or confidential interest;

1.3 all confidential matters of the Disclosing Party including, without limitation, technical know-how, design rights, trade secrets, technical data, analyses, compilations, concepts, technical processes, formulae, specifications, inventions, research projects, customer lists, pricing policies, operational methods, financial information, actuarial information, marketing information, potential business project ideas, market opportunities and other business affairs of the Disclosing Party;

1.4 any information of a confidential nature concerning the Disclosing Party's customers, suppliers, employees or consultants; and

1.5 any information the Disclosing Party has received from others which the Disclosing Party is obliged to treat as proprietary and/or confidential.

2. CONFIDENTIALITY

Since the information to be disclosed is considered to be confidential by the Disclosing Party, the disclosure to the Receiving Parties shall be made on the basis that the Receiving Parties shall maintain the Confidential Information received in confidence, and shall not, without prior written consent of the Disclosing Party, disclose the

Confidential Information or use the Confidential Information other than for the specific Purpose noted above.

The Receiving Parties acknowledge that irreparable injury and damage may result from disclosure of any Confidential Information to third parties or utilisation of Confidential Information for purposes other than connected with the Purpose. The Receiving Parties agrees to treat the Confidential Information in the strictest confidence and to undertake the following additional obligations with respect thereto:

2.1 The Receiving Parties shall:

- (i) Use the Confidential Information only for the Purpose; and
- (ii) Not divulge the Confidential Information, in whole or in part, to any third party; and
- (iii) Make no other commercial use of the Confidential Information or any part of it without the prior written consent of the Disclosing Party;
- (iv) Ensure that no company within the same group shall use the Confidential Information for any of the purposes outlined in 2.1 (i), (ii) and (iii).

2.2 The Receiving Parties shall not make or use any copies, synopses or summaries of oral or written material, photographs or any other documentation or information made available or supplied by the Disclosing Party to the Receiving Parties except such as are strictly necessary for the Receiving Parties' internal communications in connection with the Purpose or as are strictly necessary to accomplish the purposes of the Purpose.

2.3 The receiving party may not use the information received for direct commercial gain without the involvement of the disclosing parties.

2.4 The receiving partner may not compete directly with the clients of the disclosing parties unless a business relationship existed prior to the disclosure of the information. Neither the Receiving Parties nor their Representatives shall disclose to any third party or make any public announcement with respect to the Disclosing Party's products or Confidential Information without the prior written consent of the Disclosing Party.

3. REPRESENTATIVES

The Representatives of the Receiving Parties, shall be informed of the obligations under this Agreement with respect to the Confidential Information and shall have agreed to hold the Confidential Information confidential and not to disclose it or use it other than for the specific Purpose of this Agreement. The Receiving Parties shall take all reasonable measures, including but not limited to court proceedings, to restrain its Representatives from unauthorised disclosure or commercial use of the Confidential Information.

4. NOTICE

In the event of the Receiving Parties, under any applicable law, being required (by oral questions, interrogatories, requests for information or document subpoenas, civil

investigative demand, governmental investigations or similar processes) to disclose any Confidential Information, the Receiving Parties will provide the Disclosing Party with prompt notice of such request or demand so that the Disclosing Party may seek an appropriate protective order and/or consider granting a waiver of the Receiving Parties' compliance with the provisions of this Agreement.

5. EXCEPTIONS

The obligations of the Receiving Parties set out in this Agreement shall not apply to any part of the Confidential Information:

5.1 which at the time of disclosure by the Disclosing Party is already in the possession of the Receiving Parties; or

5.2 which at the time of disclosure by the Disclosing Party is, or thereafter becomes through no fault of the Receiving Parties, public knowledge; or

5.3 which after disclosure by the Disclosing Party is lawfully received by the Receiving Parties from a third party who has the right to disclose such information to the Receiving Parties; or

5.4 which becomes part of the public domain through no fault or action on the part of the Receiving Parties; or

5.5 which is required to be disclosed by law or court order.

6. SCOPE

This Agreement shall not be construed to grant the Receiving Parties any licence or other rights, except as expressly set forth above. This Agreement constitutes the full and complete agreement in this matter between the parties. Any amendment to this Agreement must be made in writing and such amendments are valid only upon the mutual consent of both parties.

7. DURATION

The obligations of this Agreement shall be in effect for a period of three(3) years from the effective date of this Agreement.

(ii) A window of six(6) months shall be applied with respect to a decision between the parties to co-operate to co-develop a project or projects as per the discussions held.

8. REMEDIES

The Receiving Parties acknowledges that remedies at law may be inadequate to protect the Disclosing Party against a breach of this Agreement and further acknowledges that damages may not be adequate compensation for such a breach. In the event of a breach of this Agreement by the Receiving Parties, the Receiving Parties hereby agrees and consents in advance to the granting of an injunction (whether

interlocutory or otherwise) against it to prevent disclosure or use by them of the Confidential Information.

9. SEVERABILITY

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision (or part) shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and governed according to the laws of Ireland and shall be subject to the exclusive jurisdiction of the Courts of Ireland.

IN WITNESS whereof the parties hereto have executed this Agreement on the day and year first above **WRITTEN**

Adrian Jones
COO,
For and Behalf of
Ogden&Mosh Limited

Date