

FIRST FLIGHT CANDIDATE TERMS & CONDITIONS & NDA

This is an Agreement between:

Name ("you"):

and First Flight Non-Executive Directors Ltd ("we/us")

N.B. PLEASE ENSURE YOU ENTER THE ROLE #(S) WHICH ARE OF CURRENT INTEREST.

1. In consideration of the disclosure by us to you of any Confidential Information in respect of a company, role or investment within that company (the "Opportunity") you undertake that you will:
 - (a) use and apply the Confidential Information solely for the purpose of evaluation of the Opportunity;
 - (b) keep permanently confidential all such Confidential Information supplied to you at any time by us during the proposed evaluation and any such subsequent discussions;
 - (c) not at any time disclose or otherwise make available to any third party any of the Confidential Information other than:
 - (i) to those of your officers and employees who are required in the course of (and solely for the purpose of) such evaluation of the Opportunity to receive and consider the Confidential Information (and you agree that any such disclosure is on the basis that such officers and employees are made aware of and accept the strict provisions of this undertaking); and
 - (ii) to your professional advisers and you agree that any such disclosure to them is on the basis that they and their staff are made aware of and accept the strict provisions of this undertaking.
2. "The Confidential Information" shall mean all financial, commercial, technical, operational, staff, management and other information, data and know-how regarding the Opportunity, including but not limited to its products, services, assets, costs, prices, customers, suppliers and employees which may be supplied in writing or in any other form by Us to you or your agents, employees, officers or advisers.
3. You shall upon receipt of a written demand from us immediately return the Confidential Information together with any copies in your possession or that of your professional advisers. You shall at all times keep a full and accurate record of all copies made of the Confidential Information and of those persons who have access to it, and you shall provide us with copies of such records promptly upon request. The "Confidential Information" shall include records or copies of the Confidential Information, in whatever medium and all reports or analyses of the information or based on or derived from it.

4. Your obligations under the above shall not apply to any Confidential Information:
 - (a) which is public knowledge at the date of disclosure to you or subsequently becomes public knowledge through no act or failure to act on your part; or
 - (b) which is known to you at the date of disclosure to you and is not subject to any restriction on disclosure imposed by a third party; or
 - (c) which you are required to disclose, retain or maintain by law or any regulatory authority.
5. You acknowledge that the Confidential Information has not been independently verified by us and you shall not rely on the Confidential Information as statements or representations of fact and will satisfy yourselves as to the correctness of each of them.
6. You hereby agree that when we introduce you to a client all contact and negotiations will be conducted through us or other parties as instructed by us and you shall not knowingly contact our Client or its employees or other candidates for a period of 24 months from the introduction without prior approval from us and you will keep us informed at all of all communications and negotiations you have with our clients or our candidates.
7. You hereby agree that you will not introduce any friend, colleague or other of your contacts to any client we introduce you to, without prior discussion with us and any such contact must register with us and sign the required forms.
8. When we introduce you to our client you accept and acknowledge that we will have Agreements in place which will include amongst other things fees and you confirm that you will not under any circumstances seek to change or renegotiate these agreement(s) or our fees.
9. You will remain responsible for making your own decisions in connection with any involvement or investment with any of our clients and you will carry out your own investigations & due diligence to satisfy yourself before making a commitment and will make no claim against us for introducing you to a client.
10. If we introduce you to one of our clients and you agree to provide any form of paid work for that client (including consultancy or advisory services and including work paid for in equity as well as cash) or to enter any form of partnership with that client (including purchasing equity or assets) you accept that this will normally entitle us to a fee from the client and you therefore undertake not to make any such agreements with the client without informing us and receiving confirmation from us that all fees due to us for introducing you to the client have been paid and you accept that if you break this undertaking to us we will be entitled to compensation from you as well as from our client for any fees due to us that have not been paid.
11. By registering and signing on with us you accept that we will notify you of what we feel are relevant opportunities as and when they arise.*
12. This agreement is governed by and shall be construed in accordance with English Law.

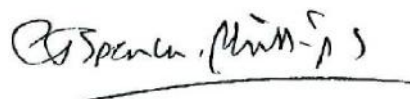
***Please note:**

- a) Except as permitted or required by law at no time and on no account will First Flight allow anyone else access to your details or our database.
- b) We will never send your details to 3rd parties without your authority.
- c) You can at any time alter or remove your details from our database via our web site.

Signed by:

**C.T.Spencer-Phillips, MD
for and on behalf of FIRST FLIGHT
Non-Executive Directors Ltd.**

Signature:

A handwritten signature in dark ink, appearing to read 'C.T. Spencer-Phillips', with a horizontal line drawn underneath it.