

FIRST FLIGHT CANDIDATE TERMS & CONDITIONS & NON DISCLOSURE AGREEMENT (NDA)

This is an Agreement between: Name (“you”): and First Flight Non-Executive Directors Ltd (“we/us”)

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 or permanently delete 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 about the Opportunity and any related opportunities that arise from your discussions with our client, will be conducted through us and you shall similarly keep us fully informed of all communications and negotiations you have with our clients about these matters.

7. You hereby agree that you will not introduce any friend, colleague or other of your contacts to any client we introduce you to, to discuss the Opportunity and any related opportunities that have arisen from your discussions with our client, without informing us first and receiving our approval.

8. When we introduce you to a client you accept and acknowledge that we will have agreements in place with the client which will include our fees and you therefore undertake that you will not under any circumstances seek to change or renegotiate these agreements, or discuss with our client how the client can evade, delay or reduce payment of 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 or giving you information about a client.

10. If we introduce you to one of our clients and you agree within 24 months of our introduction 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 assets or equity other than the normal purchasing of shares in a quoted company for reasons unconnected with any discussions you have had with our client) you accept that this may entitle us to a fee from the client and you therefore undertake not to make any such agreements with the client without notifying us first and giving us all relevant information about your

agreement with our client and the negotiations that led to it so we can properly assess whether we are owed a fee from our client.

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 ask to have your details removed from our database by emailing info@firstflightnonexec.com
- d) By registering with us and agreeing to these Terms and Conditions you are giving First Flight the consent to holding your personal data for the specified purpose of informing you about Non-Exec Board Roles under the General Data Protection Regulations May 2018

Signed by:

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

Signature:

