



FIRST FLIGHT NED'S AND ADVISORS LTD CANDIDATE TERMS & CONDITIONS & NON DISCLOSURE AGREEMENT (NDA)

This is an Agreement between: Name (“you”): and First Flight NED's and Advisors LTD (“we/us”)

1. Confidential Information & Evaluation

In consideration of us disclosing to you any confidential information regarding a company, role, or investment (the “Opportunity”), you agree to:

- a) Use the Confidential Information solely to evaluate the Opportunity.
- b) Keep all such Confidential Information permanently confidential.
- c) Not disclose any Confidential Information to third parties except:
 - To officers or employees who need access strictly for evaluation purposes (who must be informed of and accept the confidentiality terms).
 - To professional advisers (on the condition they and their staff are made aware of and accept these terms).

2. Definition of Confidential Information

“Confidential Information” includes, but is not limited to:

- Financial, commercial, technical, operational, staff, and management data.
- Information on products, services, assets, pricing, customers, suppliers, and employees.
- Any information supplied by us, in any format, to you or your representatives.

3. Return or Deletion of Information

Upon our written request, you will:

- Immediately return or permanently delete all Confidential Information and its copies.
- Maintain a full and accurate record of all such copies and their access history.
- Share these records with us upon request.

4. Exemptions from Confidentiality

Your obligations do not apply to information that:

- Is public knowledge at disclosure time or becomes public through no fault of yours.
- Was known to you at disclosure time and not subject to restrictions.
- Must be disclosed due to legal or regulatory obligations.

5. Verification Disclaimer

You acknowledge that we have not independently verified the Confidential Information.

You shall not rely on it as factual and must conduct your own due diligence.

FIRST FLIGHT NED'S AND ADVISORS LTD
Company number **15252730**

<https://firstflightnonexec.com>

6. Communication Protocol

All communications and negotiations regarding the Opportunity must go through us.

You must inform us of any communications you have with our clients.

7. Referrals and Introductions

You agree not to introduce friends, colleagues, or others to our clients without first informing and obtaining our approval.

8. Fee Agreements

You acknowledge we may have agreements in place with our clients regarding our fees.

You will not attempt to renegotiate or undermine these agreements.

9. Independent Decision-Making

You are solely responsible for your decisions and due diligence before engaging with our clients.

You agree not to hold us liable for introductions or shared information.

10. Post-Introduction Engagements

If, within 24 months of our introduction, you:

- Provide any paid work (including consultancy/advisory, whether paid in cash or equity), or
- Enter into a partnership (e.g., purchase of equity or assets),

You must:

- Notify us prior to finalizing any such agreement.
- Share details of your agreement and negotiations so we can determine any potential entitlement to a fee from our client.

11. Data Protection

We will not share your personal data or give others access to our database unless permitted or required by law.

We will never send your details to third parties without your permission.

You may request removal of your data from our database at any time by emailing:

info@firstflightnonexec.com

By registering with us, you give consent under the General Data Protection Regulation (GDPR) – May 2018, for us to hold your data for the purpose of informing you about Non-Exec Board Roles.

12. Governing Law

This agreement is governed by and construed in accordance with English Law.