

## NON-DISCLOSURE AGREEMENT – PROJECT MASK

This non-disclosure agreement (the "Agreement") is entered into as of \_\_\_\_\_ ("Effective Date") by and between:

(1) **Kroll Advisory Ltd.** (in its capacity as agent for our client, the Company), with its place of business at The Chancery, 58 Spring Gardens, Manchester, M2 1EW ("Party A" or "Kroll"); and

(2) \_\_\_\_\_, with its place of business at \_\_\_\_\_ ("Party B"),

collectively referred to as the "Parties", and each individually referred to as a "Party".

**Purpose:** discussions between Party A and Party B in relation to a potential sale/acquisition referred to as Project Project Mask (the "Purpose").

The "**Company**" as referred to herein is Kroll's client in relation to Project Mask, whose name shall be disclosed to Party B only upon execution of this Agreement by Party B. Kroll is a Party to this Agreement as agent for our client, the Company.

**1. Purpose.** In connection with the Purpose, the Parties may disclose Confidential Information to each other. The Parties agree that the disclosures of Confidential Information in connection with the Purpose shall be governed by the terms and conditions of this Agreement.

**2. Confidential Information.** For the purposes of this Agreement, "Confidential Information" is defined as non-public, confidential and/or proprietary information disclosed in any medium by, or on behalf of (i) a Party to the other Party or (ii) the Company to Party B under this Agreement in connection with the Purpose (such disclosing Party or the Company being the "Disclosing Party" and such receiving Party being the "Receiving Party"), including but not limited to: (a) information, whether or not marked confidential, relating to projects, investigations, customers, clients, technical specifications, databases, business plans, designs, products, finances, financial statements, forecasts, pricing, know how, reports, work product, models, and trade secrets; or (b) any other information marked as confidential or, if not disclosed in writing, identified as confidential at the time of disclosure; or (c) information that by its nature and content is reasonably distinguishable as the confidential and proprietary information of a Disclosing Party (or the Company) given the nature of the information and circumstances of disclosure, even if such information is not specifically marked or orally designated as confidential; or (d) the Purpose, including the identity of the Company or the fact that Party B is involved in connection with the Purpose.

**3. Role of Kroll.** The Parties acknowledge that Kroll is contracting hereunder as agent for the Company, and that Confidential Information in relation to the Company and the Project Mask will be provided by Kroll to Party B hereunder in connection with the Purpose. Party B acknowledges that Kroll has limited knowledge of the Company's affairs (including the Confidential Information) and that neither Kroll nor the Company makes any representation or warranty as to the accuracy or completeness of Confidential Information disclosed hereunder. Accordingly, Party B further acknowledges that Kroll shall have no liability to Party B resulting from the disclosure and use of the Confidential Information to Party B hereunder, and that Party B shall be solely responsible for its use of such Confidential Information and rely on its own opinions and/or professional advice concerning the Confidential Information.

**4. Limitations of Use.** Any Confidential Information disclosed by the Disclosing Party (whether for itself or for any Affiliate or the Company/ third party) to the Receiving Party under this Agreement shall remain the sole property of the Disclosing Party (or its Affiliate or the Company/third party, as applicable). The Receiving Party shall use Confidential Information only in connection with the Purpose, and shall use commercially reasonable measures to protect the Confidential Information consistent with the terms of this Agreement, which measures shall be no less stringent than those measures employed by the Receiving Party to protect its own similar confidential and proprietary information. Unless otherwise expressly permitted in this Agreement, the Confidential Information may be disclosed by the Receiving Party only to its and its Affiliates' employees, directors, officers, consultants and professional advisors, in each case who need to know the Confidential Information in connection with the Purpose (collectively, "Representatives"), provided that such Representatives are informed of the terms of this Agreement, have obligations to the Receiving Party (or its Affiliate) that are no less stringent than the terms of this Agreement, and that the Receiving Party is responsible for its Representatives' breaches. For the purpose of this Agreement, "Affiliate" shall mean, in relation to one entity (the first entity), any other entity which, directly or indirectly, controls, is controlled by or is under common control with, the first entity.

**5. Non-solicitation.** Party B shall not directly or indirectly solicit, interfere with, offer employment to, engage, contract or negotiate with or attempt to contract or negotiate with, endeavor to entice away, or employ

in any capacity any of the Company's respective directors, officers, employees, customers, clients or prospective clients, whether on its own account or on behalf of any person or other entity. For the avoidance of doubt, this clause shall not apply to the extent that any such offer of employment is made in the ordinary course of business, including where: (a) an employee of the Company contacts Party B directly; (b) an employee of the Company is no longer employed by the Company or its Affiliates at the time Party B makes an offer of employment; or (c) an employee of the Company responds to a publicly available job advertisement (including by way of a third party recruiter with no involvement in the matter the subject of this Agreement). In any event, this clause shall cease to apply in the event that the Company enters an insolvency process.

**6. Exclusions.** The obligations of the Parties under this Agreement shall not apply to information (whether identified as Confidential Information or otherwise) which: (i) is obtained without confidentiality obligations or is or becomes published in the public domain other than as a result of a breach of this Agreement by the Receiving Party or its Representatives; (ii) is disclosed to the Receiving Party or its Representatives by a third party (excluding the Company and its Representatives, and any Representatives of either Party, in connection with the Purpose); or (iii) is independently developed by the Receiving Party or its Representatives without reliance on the Confidential Information.

**7. Disclosure.** In the event a Receiving Party is required by legal or regulatory process to disclose the Confidential Information, the Receiving Party shall provide to the Disclosing Party, to the extent legally permissible, prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. Where the Disclosing Party is Kroll, Party B shall also provide the foregoing notice to the Company. Whether such protective order or other remedy is obtained, the Receiving Party shall disclose only that part of the Confidential Information that is legally required to be disclosed.

**8. No Other Rights.** Except as provided in this Agreement, no right or licence or contract whatsoever, either express or implied, is granted to either Party pursuant to this Agreement under any patent, patent application, copyright, trademark, mask work, trade secret, or other proprietary right now or hereafter owned or controlled by the other Party, and no future employment, engagement, or other relationship is promised, expressed or implied hereunder.

**9. Return of Materials.** Upon written request by a Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information disclosed to the Receiving Party by the Disclosing Party under this Agreement, provided that the Receiving Party and its Representatives shall be entitled to retain: (a) copies of the Confidential Information as required by applicable law, regulation, or legal process or as required by its document retention policies; and (b) copies of any computer records and files containing any Confidential Information which have been created pursuant to the Receiving Party's automatic archiving and back-up procedures in the ordinary course of business; provided further that, in each case, the obligations contained herein shall apply to such Confidential Information so retained.

**10. Remedy.** Each Party acknowledges that a violation or threatened violation of a Party's confidentiality obligations under this Agreement could cause irreparable harm to that Party and that monetary damages may be inadequate compensation for any breach of this Agreement. Accordingly, each Party agrees that the aggrieved Party shall be entitled to seek injunctive relief or other equitable relief in addition to any other remedy it may have at law or in equity against the threatened breach or breach of this Agreement without the necessity of proving actual damages or posting any bond or other security.

**11. Term.** This Agreement shall automatically terminate two 2 years after the Effective Date, unless terminated earlier or otherwise extended by the Parties in writing.

**12. Miscellaneous.** The Parties agree that this Agreement may be electronically signed and that such electronic signatures shall be deemed equivalent to handwritten signatures for the purposes of validity and enforceability. This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

**13. Governing Law and Jurisdiction:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**14. Contract (Rights of Third Party) Act 1999:** Party B expressly acknowledges and agrees that although the Company is not a party to the Agreement, it is intended that the Company in its own right may enforce the terms (or any term) of this Agreement directly against Party B.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

**For Kroll Advisory Ltd.  
(as agent for the Company)**

**For PARTY B - \_\_\_\_\_**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_