



NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the "Agreement") is entered into as of _____ May 2024 ("Effective Date") by and between:

(1) **Kroll Advisory Ltd.** (in its capacity as agent for our client, the Company), with place of business at Level 6, The News Building, 3 London Bridge, London, SE1 9SG ("Party A"); and

(2) _____ ("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 acquisition referred to as Project Boost (the "Purpose").

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, a Party (a "Disclosing Party") to the other Party (a "Receiving Party") under this Agreement in connection with the Purpose, 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 given the nature of the information and circumstances of disclosure, even if such information is not specifically marked or orally designated as confidential.

3. Limitations of Use. Any Confidential Information disclosed by the Disclosing Party (whether for itself or for any Affiliate or third party) to the Receiving Party under this Agreement shall remain the sole property of the Disclosing Party (or its Affiliate or the 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 other individuals under the Receiving Party's control or direction 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.

4. 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 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.

5. Disclosure. In the event a Receiving Party is required by legal or regulatory process to disclose the Disclosing Party's 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. Whether such protective order or other remedy is obtained, the Receiving Party shall disclose only that part of the Disclosing Party's Confidential Information that is legally required to be disclosed in the opinion of its legal counsel.



6. 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.

7. 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.

8. 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.

9. Term. This Agreement shall automatically terminate on the earlier to occur of: (i) the effective date of a definitive agreement by the Parties for the provision of professional services in connection with the Purpose; and (ii) two (2) years after the Effective Date, unless terminated earlier or otherwise extended by the Parties in writing.

10. 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.

11. 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. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.

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

Kroll Advisory Ltd.

_____]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____