

BROYD PARTNERS LLC

NEW YORK LONDON

— BPL —

MUTUAL CONFIDENTIALITY AGREEMENT

This agreement between Broyd Partners LLC ('BPL') and {Company Name...} is entered into as of this ___ day of {Month...}, 2020.

BPL and {Company Name} have been discussing the possibility of entering into a transaction under which BPL will provide consulting services to {Company Name...} ('The Project'). In the course of these discussions and in connection with the performance of services contemplated pursuant to the Project, each party may become privy to certain oral and written information relating to the other that is not generally known to the public. In this context, and to maintain the confidentiality of that information, each of BPL and {Company Name...} is willing to agree to be bound by the terms of this confidentiality agreement ('Confidentiality Agreement'), which each party acknowledges has been entered into for good and valuable consideration.

For the purposes of this Confidentiality Agreement, each party agrees to treat all information concerning the other party and its respective affiliates (the 'Disclosing Party'), whether written or oral, that may be furnished to the other (the 'Recipient') by or on behalf of the Disclosing Party whether furnished before, on, or after the date of the Confidentiality Agreement ('Confidential Information'), as confidential and in accordance with the provisions hereof. The existence of this Confidentiality Agreement and the fact that the parties have entered into these discussions are also considered confidential. Each party further agrees to abide by the other provisions contained in this Confidentiality Agreement. The term Confidential Information shall include any and all documents, reports, analyses, notes, compilations, studies, summaries, and other materials of whatever nature or kind prepared or provided by the Disclosing Party or others, which contain or reflect or are based on information supplied by or on behalf of the Disclosing Party or its representatives.

The term Confidential Information shall not include information which:

- i) becomes generally available to the public other than as a result of a disclosure by the Recipient or its representatives in violation of this Confidentiality Agreement;
- ii) was available to the Recipient or its representatives on a non-confidential basis from a source other than the Disclosing Party or its representatives, prior to receipt in accordance with this Confidentiality Agreement, provided such information is not known by the Recipient to be subject to another confidentiality agreement with or other obligation of secrecy to another party,
- iii) becomes available to the Recipient on a non-confidential basis from sources other than the Disclosing Party or its representatives, provide that such source is not known by the Recipient or its representatives to be prohibited from transmitting the information to the Recipient by the contractual, legal or fiduciary obligation, or
- iv) has been, or hereafter is, independently acquired or developed by the Recipient without violation of any of its obligations under this Confidentiality Agreement.

Each party agrees that the Confidential Information will be used solely in connection with that Party's consideration of the Project or in connection with services provided pursuant to the Project, will not be used by the Recipient in any way detrimental to the Disclosing Party, and that the Confidential Information, will be kept confidential by the Recipient. However, any such information may be disclosed to the Recipient, and its directors, officers, employees, representatives, and third parties who are retained by Recipient to assist in performing services relating to the Project (collectively referred to as 'Recipient's representative(s)', who, in the Recipient's reasonable judgement, need to know such information for the purpose described above, and it being further understood that prior to any disclosure of Confidential Information each of the Recipient's representatives shall be informed by the Recipient of the terms of this Confidentiality Agreement and of the confidential nature of the confidential Information. Each of the Recipients representatives shall agree to keep the

Confidential Information confidential and to use only in connection with the purpose described above and in accordance with the other terms of this confidentiality agreement.

Each party agrees that it and its representatives will not seek to develop any process or products using any of the confidential Information or otherwise utilize the Confidential Information in a manner in violation of this agreement, and that neither the disclosure to the Recipient of Confidential Information nor anything in this Agreement shall be construed as a license to make, use, or sell any services or products that constitute the Confidential Information or that are derived from the Confidential Information. Further, each party agrees that it and its representatives will not use any Confidential Information for competitive purposes or for any purpose other than in connection with the Project described above.

Without written consent of the Disclosing Party, the Recipient will not disclose and will direct its representatives not to disclose, to any person other than its representatives, the Confidential Information, provided that the Recipient, after written notification to the Disclosing Party, make such disclosures to the extent the Recipient is legally compelled to disclose such information. The term 'person' as used in this Confidentiality Agreement shall be broadly interpreted to include, without limitation, any corporation, partnership or individual.

If the Recipient or any of its representatives are requested or required (orally or in writing, by interrogatory, subpoena, civil investigatory demand or any similar process relating to any legal proceeding, investigation, hearing or otherwise) to disclose any Confidential Information, the Recipient will use reasonable efforts to give advance notice to the Disclosing Party so that the Disclosing Party may seek a protective order to prevent or limit the scope of such disclosures or other appropriate remedy and/or waive compliance with the Confidentiality Agreement. The Recipient agrees to cooperate with the Disclosing Party in pursuing any such course of action. In the event that such protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Confidentiality Agreement in writing, the Recipient will furnish only such information as advised by legal counsel is legally required to be disclosed and will exercise its best efforts to obtain assurance that confidential treatment will be accorded to any information which is compelled to be disclosed.

Each party acknowledges and agrees that the Disclosing Party would not have adequate remedy at law and would be irreparably harmed in the event that any provision(s) of this Confidentiality Agreement were not performed in accordance with the specific terms or were otherwise breached. It is accordingly agreed that the Disclosing Party shall be entitled to injunctive relief to prevent breaches of this Confidentiality Agreement and to specifically enforce the term and provisions hereof, in addition to any other remedy to which the Disclosing Party shall be entitled at law or in equity. It is further understood and agreed that no failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any rights, power, or privilege hereunder shall preclude any other or further exercise of any right, power, or privilege. If any action is initiated by either party to enforce the provisions hereof, the prevailing party shall be entitled to reimbursement of all costs and expense, including reasonable counsel fees, incurred in connection therewith.

This Confidentiality Agreement shall be governed by and construed in accordance with the New York laws applicable to agreements made and to be performed within the State of New York. This Confidentiality Agreement may be modified or waived only by a separate writing by both parties that expressly so modifies or waives this.

Each Recipient shall immediately, upon the Disclosing Party's request, for any reason, or upon the cessation of discussions between the parties with respect to the project or the termination of the project, turn over to the Disclosing Party all Confidential Information, together with all copies thereof, or make such other reasonable disposition of such materials as the Disclosing Party may direct in writing, without retaining a copy or extract thereof. Whether or not there is return or other disposition of the Confidential Information, each party will continue to be bound by its obligations of confidentiality and other obligations hereunder.

This Confidentiality Agreement shall remain in effect for a period of five (5) years from the date of disclosure of any confidential information and for trade secrets for five (5) years or for such period beyond five (5) years as those materials are subject to protection as such.

This Confidentiality Agreement shall be valid and binding upon receipt of signed, executed copies by all parties hereto.

By: Broyd Partners LLC

Name: Graham Broyd

Title: Principal

{Signature}

By: _____

Name: _____

Title: _____