**Confidentiality Agreement**

This confidentiality agreement ("Agreement"), dated DD MMM YYYY is made between:

Forster Chase Advisory (Trading as Forster Chase Corporate Finance), Warnford Court, 29 Throgmorton Street, London EC2N 2AT. Company Registration No. 11382601

And

Company Name / Number / Address

Forster Chase Advisory and Company Name together the "Parties" and each of them a "Party".

Parties agree as follows:

**1. Confidential Information**

The Parties agree to share information between all Parties in relation to a sale of a company codenamed Project Odin (the "Purpose") under the terms that will protect the confidential and proprietary nature of such information set out in this Confidentiality Agreement.

"Confidential Information" means information of whatever nature, in connection with the Purpose, provided in whatever form or medium, supplied by a Party to the other Party, or which either Party otherwise obtains through or as a result of its relationship with the other Party, including any information which a Party obtains from the other Party's employees, suppliers, subcontractors, or representatives.

Confidential Information does not include information which: (a) is already in the possession of, is known to, or is independently developed by the receiving Party; or (b) is or becomes publicly available through no fault of the receiving Party ; or (c) is obtained by the receiving Party from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is required to be disclosed by law, regulation or by order of any governmental authority or court.

**2. Confidentiality Undertaking**

The Parties shall undertake all reasonable measures to treat the Confidential Information exchanged in a confidential manner. Parties agree: (a) to use the Confidential Information solely in connection with the Purpose, (b) not to disclose Confidential Information to anyone except employees, directors, professional advisers and subcontractors to whom disclosure is necessary for the Purpose, and (c) to ensure that each of these employees, directors, professional advisers, agents and subcontractors is aware of and adheres to the terms of this Agreement. Each Party will be responsible for any breach of this Agreement by any employee, director, professional adviser, agent or subcontractor.

In case of discovery of unauthorized disclosure or use, the receiving Party shall promptly inform the other Party and take appropriate measures to prevent further unauthorized disclosure or use.

**3. Term**

This agreement will remain in effect for one (1) year from the date this Agreement is signed by both Parties. Notwithstanding the termination of this Agreement, each Party agrees to treat such Confidential information as confidential for a period of two (2) years from the date of receipt of same unless otherwise agreed to in writing by both Parties.

Upon termination of this Agreement, each Party agrees to the extent practicable to return to the disclosing Party all documents containing Confidential Information destroy all copies and expunge all Confidential Information from any computer or other device containing Confidential Information.

**4. No representation or warranty**

Each Party acknowledges and agrees that any Confidential Information provided does not purport to be all inclusive and that no representation or warranty is made by the disclosing Party as to the accuracy, reliability or completeness of any of the Confidential Information.

**6. General**

If any provision of this Agreement is held to be invalid or not enforceable, that provision shall be given no effect and shall be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions.

The exchange of Confidential Information does in no event confer or imply the grant or agreement to grant license or other rights (e.g. intellectual property rights) to the receiving Party.

This Agreement will be binding upon the Parties and their respective successors, assigns, subsidiaries and affiliates.

This Agreement will be governed by the laws of England and Wales. Any dispute will be submitted to the exclusive jurisdiction of the courts of England and Wales.

On behalf of Forster Chase Advisory Limited:

Chris Grove

Senior Partner



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On behalf of Company Name

Name:

Job Title:

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