VERDANCIA CAPITAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (the "**Agreement**") is entered into on the date of the last signature below (the "**Effective Date**") by and between:

Verdancia Capital Ltd., a BVI business company duly incorporated and existing under the laws of the British Virgin Islands (the "Disclosing Party"), operating as an investment platform for itself and, where applicable, in connection with its affiliates, managed investment vehicles, existing or future special purpose vehicles (SPVs), sponsors, investment managers, portfolio companies, target companies, transaction participants and professional advisers (each a "Protected Person"); and

____________________________, a company incorporated under the laws of _________________, of________________ (the "Receiving Party").

*Each a "**Party**" and together the "**Parties**".*

1. PURPOSE AND DEFINITIONS

"**Permitted Purpose**" means evaluating potential investment opportunities, discussing possible investment structures, considering participation in one or more current or future special purpose vehicles or managed investment vehicles, arranging financing, conducting due diligence, and establishing or developing investment relationships with Verdancia Capital or any Protected Person.

"**Confidential Information**" means all non-public information disclosed or made available in any form for the Permitted Purpose by or on behalf of the Disclosing Party or any Protected Person, including (a) information concerning one or more actual or potential investment opportunities, structures, vehicles, transactions, businesses or relationships, and any corporate, financial, commercial, technical, strategic, operational, regulatory, tax, valuation, due diligence and investment information; (b) the existence, subject matter, status and terms of any discussions or negotiations concerning the Permitted Purpose; (c) business plans, projections, forecasts, models, trade secrets, know-how and proprietary methodologies; and (d) any notes, analyses, compilations, studies, summaries, extracts, memoranda or other materials prepared by or on behalf of the Receiving Party or its Representatives that contain, reflect or are derived from any of the foregoing. Information need not be marked or designated as "confidential" to qualify as Confidential Information. Confidential Information includes information disclosed before, on or after the Effective Date.

"**Representatives**" means the Receiving Party's directors, officers, employees, affiliates, investors, financing sources and professional advisers who need the information for the Permitted Purpose.

2. CONFIDENTIALITY AND PERMITTED USE

The Receiving Party shall:

- keep the Confidential Information strictly confidential and protect it using at least the same degree of care as the Receiving Party uses for its own most sensitive confidential information, but in no event less than a high degree of care;
- use it solely for the Permitted Purpose and not for reverse engineering, competitive analysis, developing competing investment opportunities, or any unrelated commercial or personal purpose;
- disclose it only to Representatives who have a genuine need to know it for the Permitted Purpose and who are bound by written confidentiality obligations no less protective than those in this Agreement, and the Receiving Party shall maintain a list of such Representatives and provide it to the Disclosing Party upon request; and
- promptly notify the Disclosing Party of any unauthorized access, use or disclosure and reasonably cooperate to mitigate harm.

The Receiving Party is responsible for any breach of this Agreement by its Representatives.

3. EXCLUSIONS

Confidential Information does not include information that the Receiving Party can demonstrate through written records:

- is or becomes public other than through a breach of this Agreement;
- was lawfully known to it without restriction before disclosure;
- is lawfully received from a third party without a duty of confidentiality; or
- is independently developed without use of or reference to Confidential Information.

Information materially influenced by access to Confidential Information does not qualify as independently developed.

4. REQUIRED DISCLOSURE

If disclosure is legally required, the Receiving Party shall (to the extent legally permitted): (a) promptly notify the Disclosing Party in writing, and in any event within forty-eight (48) hours of becoming aware of such requirement; (b) provide the Disclosing Party with reasonable opportunity to seek a protective order, confidential treatment or other appropriate remedy, at the Disclosing Party's expense unless the requirement arises from the Receiving Party's actions; (c) reasonably cooperate with the Disclosing Party in seeking such relief; and (d) disclose only the minimum information legally required and use reasonable efforts to obtain confidential treatment for any information so disclosed.

5. RETURN, DESTRUCTION AND RETENTION

Upon written request by the Disclosing Party or at the end of the relevant investment discussions or relationship with the Disclosing Party, the Receiving Party shall immediately cease use and promptly return, destroy or permanently delete the Confidential Information, including all copies, summaries, extracts and shall provide written certification of compliance signed by a duly authorised officer. The Disclosing Party may, upon reasonable notice and during normal business hours, audit the Receiving Party's compliance with this obligation. The Receiving Party retain copies required by law, regulation, professional duty or bona fide document retention policy, but retained information remains subject to the confidentiality and non-use obligations of this Agreement indefinitely and may not be used for any other purpose.

6. NO REPRESENTATION OR OBLIGATION

Except as expressly stated in definitive documents for a relevant investment opportunity or transaction, Confidential Information is provided without representation or warranty as to accuracy, completeness or suitability. The Receiving Party must conduct its own evaluation and due diligence. The disclosure of Confidential Information, this Agreement and any discussions do not constitute investment advice, an offer, a commitment to transact or an obligation to continue discussions. Nothing in this Agreement obligates the Disclosing Party to disclose any particular information, establish any investment vehicle or SPV, or offer any investment opportunity.

7. NON-CIRCUMVENTION AND NON-SOLICITATION

The Receiving Party shall not, directly or indirectly, use Confidential Information to circumvent or bypass the Disclosing Party in relation to any investment opportunity or transaction identified through Confidential Information, including by approaching, negotiating, transacting or entering into any arrangement outside the structure of the contemplated transaction with any target company, seller, shareholder, management member, financing source, broker, agent or other transaction participant, or enabling, facilitating or assisting another person to do so, without the Disclosing Party's prior written consent. Any transaction entered into in breach of this provision shall be held on constructive trust for the benefit of the Disclosing Party. This does not restrict independently developed opportunities or documented pre-existing relationships that the Receiving Party can demonstrate through contemporaneous written records..

The Receiving Party shall not use Confidential Information to target any key employee, adviser or representative identified through the relevant investment discussions for recruitment. General, non-targeted recruitment and independently established relationships are excluded.

8. TERM AND SURVIVAL

This Agreement begins on the Effective Date and continues until terminated by either Party in writing or until the Parties' investment discussions or relationship ends. Confidentiality and non-use obligations survive for five (5) years from each disclosure; trade secrets and inherently confidential proprietary information remain protected while they retain that status. Section 7 survives for two (2) years from the later of termination of this Agreement and the date of the last written disclosure to a third party pursuant to this Agreement.

9. REMEDIES

Unauthorized use or disclosure may cause irreparable harm. The Disclosing Party may seek injunctive relief, specific performance and any other available remedies, without proving actual damages and, where legally permitted, without posting security and without limiting other rights or claims.

10. NOTICES AND ASSIGNMENT

Notices must be in writing and delivered by hand, recognized courier, registered mail or email to the address last notified by the relevant Party. The Receiving Party may not assign this Agreement without the Disclosing Party's prior written consent. The Disclosing Party may assign this Agreement to an affiliate, successor, designated platform entity, managed investment vehicle or special purpose vehicle associated with a relevant opportunity, provided the assignee assumes its obligations hereunder.

11. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of the British Virgin Islands. The courts of the British Virgin Islands have exclusive jurisdiction, without preventing either Party from seeking urgent interim or equitable relief from another court of competent jurisdiction.

12. GENERAL

This Agreement is the entire agreement on its subject matter and supersedes all prior discussions, negotiations and agreements relating thereto. It may be amended or waived only in writing signed by both Parties. If a provision is invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent, and the remainder will continue in full force and effect. Disclosure of Confidential Information grants no licence or other intellectual property or proprietary right, except the limited right to use it for the Permitted Purpose. This Agreement may be executed in counterparts and by electronic signature. It creates no partnership, joint venture, agency or fiduciary relationship and grants no right of enforcement to any third party. In any dispute arising out of or relating to this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable legal fees, costs and expenses from the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

DISCLOSING PARTY	**RECEIVING PARTY**
Verdancia Capital Ltd.	**[RECEIVING PARTY NAME]**
By: ______________________________	**By: ______________________________**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**