

Non-Disclosure Agreement

Date:

Between

1. **Hilco Appraisal Limited (t/a Hilco Streambank), a company registered in the UK, acting as an agent of Upside Capital Limited (in Liquidation) (the “Disclosing Party”) (together the “Disclosing Parties”)**

and

2. _____, a company registered in _____ (the “Recipient”)

In connection with the Recipient’s request for information relating to Upside Capital Limited (in Liquidation) (the “Company”) the Disclosing Parties, have given, or will give, to the Recipient certain confidential business, marketing, planning, and other information, ideas, and data, in written, oral, electronic, photographic and/or other forms concerning the Company and the opportunity to acquire its intellectual property assets (“the Transaction”) (collectively “Information”).

Such Information shall be used by the Recipient solely for the purpose of evaluating the potential Transaction. The Information is proprietary and confidential to the Disclosing Party and the Company and is, and shall remain, their property. The Information shall not be copied without the prior written consent of the Disclosing Parties, except as may be necessary for the purpose of the Recipient’s evaluation of the potential Transaction, and the Information and any documentation or other information to the extent derived from or based upon the Information shall be returned to the Disclosing Parties upon request.

Notwithstanding the foregoing, the Recipient shall be entitled to retain one copy of such information in correspondence with its document retention requirements and obligations, provided it is kept strictly confidential.

The Recipient and the Recipient’s directors, officers, employees, advisors, and agents (collectively the Recipient’s “Representatives”) shall hold the Information in strict confidence and shall not, without the prior written consent of the Disclosing Parties, disclose or release the Information to either (a) persons within the Recipient’s organisation not having a legitimate need to know, or (b) persons outside the Recipient’s organisation other than the Recipient’s representatives. Any person with a legitimate need to know within the Recipient’s organisation and any such representatives must be required to act in accordance with the provisions of this Agreement before any disclosure or release is made to such person and the Recipient shall remain responsible for any breach by any of the foregoing persons unless they execute a letter in this form.

The confidentiality and non-disclosure obligations discussed herein shall not apply if, and to the extent that (i) the Information was known to the Recipient prior to its receipt from the Disclosing Parties, provided that such information is not known to the Recipient to be subject to another confidentiality agreement with or other obligation of secrecy to the Disclosing Party or another party; (ii) the Information is or becomes part of the public domain other than as a result of a disclosure by the Recipient or the Recipient’s directors, officers, employees, Disclosing Parties, or advisors; (iii) the Information is rightfully disclosed to the Recipient by a third party without restrictions provided that the Recipient reasonably believe that such source is not bound by a confidentiality agreement with or other obligation of secrecy to the Disclosing Party or another party; (iv) similar Information is independently developed by the Recipient without access to the Disclosing Party’s Information; or (v) the Information is required by any law or regulatory authority to be disclosed.

The Recipient, or any associated entity or individual or representative shall not enter into a transaction, directly, or indirectly, with respect to the Transaction, without the prior written consent of the Disclosing Party. The Recipient agrees to direct all discussions and enquiries concerning the Transaction to the Disclosing Party.

This agreement shall be governed by and construed in accordance with UK law and place of jurisdiction in London. This agreement shall terminate one year from the date hereof. The agreement shall not constitute an offer in relation to a transaction involving the Company.

Please sign below to acknowledge the Recipient's full understanding and agreement to foregoing terms and conditions and return to amuir@hilcoglobal.eu.

Agreed to and accepted as of the date hereof:

Signature: _____

For and on behalf of: _____