

MATCHING NON-EXECUTIVE DIRECTORS & MBI TEAMS WITH UK BUSINESSES

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Web site: www.ffplacements.co.uk or www.NonExecutiveDirector.co.uk
Registered in England & Wales at Maytham Oast, Rolvenden Layne, Kent TN17 4QA, under number 5871276
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First Flight CANDIDATE TERMS & CONDITIONS

Page 1 & 2: NDA/Confidentiality

Page 3: Statement for Self-Certified Sophisticated Investor (FSA requirement)

Page 4: Statement for Certified High Net Worth Individuals (FSA requirement)

This is an Agreement between:

Name ("you"): _____

Address: _____

Telephone no: _____ **Email:** _____

and First Flight (Placements) Ltd ("us") re role no(s)*: _____
(* and any other role or roles supplied by us now or in the future).

N.B. PLEASE ENSURE YOU ENTER THE ROLE #(S) WHICH ARE OF CURRENT INTEREST.

1. In consideration of the disclosure by us to you of any Confidential Information in respect of a company, role or investment within that company (the "Opportunity") you undertake that you will:
 - (a) use and apply the Confidential Information solely for the purpose of evaluation of the Opportunity;
 - (b) keep permanently confidential all such Confidential Information supplied to you at any time by us during the proposed evaluation and any such subsequent discussions;
 - (c) not at any time disclose or otherwise make available to any third party any of the Confidential Information other than:
 - (i) to those of your officers and employees who are required in the course of (and solely for the purpose of) such evaluation of the Opportunity to receive and consider the Confidential Information (and you agree that any such disclosure is on the basis that such officers and employees are made aware of and accept the strict provisions of this undertaking); and
 - (ii) to your professional advisers and you agree that any such disclosure to them is on the basis that they and their staff are made aware of and accept the strict provisions of this undertaking.
2. "The Confidential Information" shall mean all financial, commercial, technical, operational, staff, management and other information, data and know-how regarding the Opportunity, including but not limited to its products, services, assets, costs, prices, customers, suppliers and employees which may be supplied in writing or in any other form by Us to you or your agents, employees, officers or advisers.
3. You shall upon receipt of a written demand from us immediately return the Confidential Information together with any copies in your possession or that of your professional advisers. You shall at all times keep a full and accurate record of all copies made of the Confidential Information and of those persons who have access to it, and you shall provide us with copies of such records promptly upon

request. The "Confidential Information" shall include records or copies of the Confidential Information, in whatever medium and all reports or analyses of the information or based on or derived from it.

4. Your obligations under the above shall not apply to any Confidential Information:
 - (a) which is public knowledge at the date of disclosure to you or subsequently becomes public knowledge through no act or failure to act on your part; or
 - (b) which is known to you at the date of disclosure to you and is not subject to any restriction on disclosure imposed by a third party; or
 - (c) which you are required to disclose, retain or maintain by law or any regulatory authority.
5. You acknowledge that the Confidential Information has not been independently verified by us and you shall not rely on the Confidential Information as statements or representations of fact and will satisfy yourselves as to the correctness of each of them.
6. You hereby agree that when we introduce you to a client all contact and negotiations will be conducted through us or other parties as instructed by us and you shall not knowingly contact any FF Client, its employees, its customers, suppliers or other FF candidates or contacts, without prior approval from us and you will keep us informed at all times of all communications and negotiations you have with our clients or our candidates.
7. You hereby agree that you will not introduce any friend, colleague or other of your contacts to any client we introduce you to, without prior discussion with us and any such contact must register with us and sign the required forms.
8. When we introduce you to our client companies you accept and acknowledge that we will have Agreements in place which will include amongst other things fees and you confirm that you will not under any circumstances seek to change or renegotiate these agreement(s) or our fees.
9. You will remain responsible for making your own decisions in connection with any involvement with any of our clients and you will carry out your own investigations & due diligence.
10. With our Non-Executive Director projects we are instructed to provide our clients with Non-Executive Directors and not Consultants or Advisors. If we introduce you to one of our clients and within 12 months of the introduction you provide consultancy or advisory services either directly or indirectly prior to or instead of joining as a Non Exec, we shall be entitled to a fee from you (or your company) of 15% of the value of such services even if this is rolled up as equity.
11. By signing on with us you automatically accept that we will send you what we feel are relevant Non Exec &/or MBI opportunities as and when they arise.
12. This agreement is governed by and shall be construed in accordance with English Law.

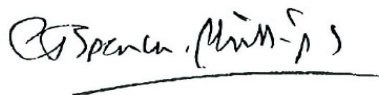
Please note:

- a) Except as permitted or required by law at no time and on no account will First Flight allow anyone else access to your details or our database.
- b) We will never send your details to 3rd parties without your written (email) authority.
- c) You can at any time alter or remove your details from our database via our web site.

Signed by:

Signature:

C.T.Spencer-Phillips
for and on behalf of **FIRST FLIGHT
(PLACEMENTS) Ltd.**



Signed by you **[NAME]**:

Signature:

Date: _____

Statement for Self-Certified Sophisticated Investor

I declare that I am a self-certified sophisticated investor for the purposes of the Financial Services and Markets Act (Financial Promotion) Order 2005.

I understand that this means:

(a) I can receive financial promotions that may not have been approved by a person authorised by the Financial Services Authority;

(b) the content of such financial promotions may not conform to rules issued by the Financial Services Authority;

(c) by signing this statement I may lose significant rights;

(d) I may have no right to complain to either of the following -

(i) the Financial Services Authority; or

(ii) the Financial Ombudsman Scheme;

(e) I may have no right to seek compensation from the Financial Services Compensation Scheme.

I am a self-certified sophisticated investor because **at least one of the following applies** -

(a) I am a member of a network or syndicate of business angels and have been so for at least the last six months prior to the date below;

(b) I have made more than one investment in an unlisted company in the two years prior to the date below;

(c) I am working, or have worked in the two years prior to the date below, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises;

(d) I am currently, or have been in the two years prior to the date below, a director of a company with an annual turnover of at least £1 million.

I accept that I can lose my property and other assets from making investment decisions based on financial promotions.

I am aware that it is open to me to seek advice from someone who specialises in advising on investments.

Signature: _____

Name (PRINT IN CAPITALS): _____

Date: _____

Address: _____

Email: _____

Telephone: _____

Statement for Certified High Net Worth Individuals

I declare that I am a certified high net worth individual for the purposes of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005.

I understand that this means:

- a) I can receive financial promotions that may not have been approved by a person authorised by the Financial Services Authority;
- b) the content of such financial promotions may not conform to the rules issued by the Financial Services Authority;
- c) **by signing this statement I may lose significant rights;**
- d) I may have no right to complain to either of the following;-
 - i. the Financial Services Authority; or
 - ii. the Financial Ombudsman Scheme
 - iii. I may have no right to seek compensation from the Financial Services Compensation Scheme.

I am a certified high net worth individual because **at least one of the following applies** –

- a) I had, during the financial year immediately preceding the date below, an annual income to the value of £100,000 or more; or
- b) I held, throughout the financial year immediately preceding the date below, net assets to the value of £250,000 or more. Net assets for these purposes do not include –
 - i. the property which is my primary residence or any loan secured on that residence;
 - ii. any rights of mine under a qualifying contract of insurance within the meaning of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001; or
 - iii. any benefits (in the form of pensions or otherwise) which are payable on the termination of my service or on my death or retirement and to which I am (or my dependants are), or may be, entitled.

I accept that I can lose my property and other assets from making investment decisions based on financial promotions.

I am aware that it is open to me to seek advice from someone who specialises in advising on investments.

Signature: _____

Name (PRINT IN CAPITALS): _____

Date: _____

Address: _____

Email: _____

Telephone: _____