



KERNEL CAPITAL

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is dated [REDACTED] and made between

- (1) [REDACTED] (the "Company") having its registered offices at [REDACTED]; and
- (2) **Kernel Management Partners Limited** (the "Confidant"), a private company incorporated under registration number 303054, the Investment Manager of a number of Venture Capital Funds (the "Funds").

RECITALS:

- A. In connection with the Confidant considering, evaluating and negotiating a possible investment by one of the Funds managed by the firm in the Company (the "Proposed Investment"), the Company may make available to the Confidant from time to time the Confidential Information (as defined below).
- B. It is intended that this Agreement will govern the terms and conditions under which the Confidential Information is made available to the Confidant and other related matters.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. DEFINITIONS:

In this Agreement, unless the context otherwise requires:

"Confidential Information" means the following information relating to the Company furnished by the Company, its officers, employees or agents to the Confidant, its officers, employees, agents or advisers:

- (i) information on the organisation, shareholders, employees and management of the Company;
- (ii) financial and marketing information and information regarding the business affairs of the Company generally;
- (iii) technical know-how, trade secrets, formulae, inventions, patent applications, research projects and concepts;

but excluding the Excluded Information.

"Excluded Information" means information that:

- a) is or becomes public knowledge through no breach of this Agreement;

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- b) information which is provided to the Confidant or its officers, employees, advisers or agents by a third party not under any obligation of confidentiality to the Company; and/or
- c) confidential information which after disclosure to the Confidant or its officers, employees, agents or advisers becomes available to third parties by publication or otherwise through no breach of this Agreement.

2. OBLIGATIONS OF CONFIDANT:

In consideration of the Company making the Confidential Information available to the Confidant, the Confidant, subject to clause 3, shall:

- 2.1** maintain secret and confidential all Confidential Information furnished to it, its officers, employees, advisers, or agents;
- 2.2** not disclose any Confidential Information to any third party unless otherwise permitted under this Agreement;
- 2.3** not use the Confidential Information directly or indirectly for any purpose other than in connection with the Proposed Investment;
- 2.4** take reasonable precautions for the prevention of disclosure of, or unauthorised access to the Confidential Information.

3. PERMITTED DISCLOSURE

3.1 The Confidant may disclose Confidential Information to:

- 3.1.1** such of its directors, officers, employees, professional and technical advisers (including but not limited to members of the Funds' advisory committees) as may be necessary for the purposes of evaluating the Proposed Investment;
- 3.1.2** professional advisers, agents or consultants acting on behalf of the Confidant directly in connection with the Proposed Investment;
- 3.1.3** investors in the Funds to the extent necessary to fulfil the Confidant's obligations to provide information on proposed investments to them; and
- 3.1.4** any other persons approved in writing by the Company;
- 3.1.5** Bank of Ireland Group;
- 3.1.6** Enterprise Ireland; and
- 3.1.7** Invest Northern Ireland.

provided the Confidant informs such person that the Confidential Information is confidential and such person is contractually obliged to the Confidant to keep it confidential. The Company shall at the request of the Confidant enter into a confidentiality agreement with such person on terms no more onerous than herein, if so requested by the Confidant. Where any such person enters into a confidentiality agreement directly with the Company then the Company may exercise its rights against such person for any breach of such agreement and neither the Confidant, the Funds nor any officer, employee or adviser of the Confidant or of the Funds or any partner in the Funds shall have any liability to the Company in respect of a breach by such other person of such other agreement and no such action shall be brought against any of them.

3.2 The Confidant may disclose Confidential Information to a third party if required to do so by:

- 3.2.1** any order of any court of competent jurisdiction or any competent, judicial, governmental or regulatory body;
- 3.2.2** the rules of any stock exchange;
- 3.2.3** the laws or regulations of any country with jurisdiction over the affairs of the Funds.

4. NO LICENCE:

The Confidant acknowledges that the Confidential Information obtained by it from the Company is of a special and unique character and that the Confidential Information and any patent, copyright or other intellectual property rights of whatever nature attaching thereto are and will remain the property of the Company, and nothing in this Agreement will be construed as giving the Confidant a licence in respect of such patent, copyright or other intellectual property rights.

5. SURVIVAL OF OBLIGATIONS:

The non-disclosure obligations of this Agreement will survive and continue and will bind the Confidant's legal representatives, successors and assigns notwithstanding that the Proposed Investment may not be actually implemented by the parties.

6. WAIVER:

The rights of the Company under this Agreement will not be prejudiced or restricted by any indulgence or forbearance extended to the Confidant or other parties, and no waiver by the Company in respect of any breach of the terms of this Agreement will operate as a waiver in respect of any subsequent breach.

7. VARIATION:

This Agreement may not be released, discharged, supplemented, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties hereto.

8. NOTICE:

Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant party or sent by pre-paid post or telecopier to the address of that party specified in this Agreement or to that party's telecopier number thereat or such other address or number as may be notified hereunder by that party from time to time for this purpose and will be effective notwithstanding any change of address or telecopier number not so notified. Unless the contrary is proved, each such notice or communication will be deemed to have been given or made and delivered, if by post 48 hours after posting, if by delivery when left at the relevant address or, if by telecopier upon transmission, subject to the correct code or telecopier number being received on the transmission report.

9. TIME:

This Agreement will terminate on the third anniversary of the date of this Agreement.

10. GOVERNING LAW:

This Agreement will be governed by and construed in accordance with the laws of Ireland and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

IN WITNESS whereof this Agreement has been entered into the day and year first herein written.

SIGNED on behalf of the
Company in the presence of:

.....
Full name
(*printed*)

.....
Title

SIGNED on behalf of the
Confidant in the presence of:

.....
Full name
(*printed*)

.....
Title