Non-Disclosure and Restricted Use Agreement

between

{{legal_entity.name}},
with its registered seat in {{legal_entity.address}}

and

{{supplier.name}},
with its registered seat in {{supplier.address}}

- all of them are herein referred to individually as "**Party**" or collectively as "**Parties**" -

The Parties intend to engage in preliminary discussions concerning the intended business relationship and/or exchange of sensitive information("**Purpose**").

In the course of such discussions, it is anticipated that the Parties will disclose to each other proprietary information for the Purpose, which information the Parties regard as confidential.

Therefore, the Parties enter into the following agreement ("**Agreement**"):

Article 1 - Definitions

"**Affiliate**" means a corporation, company, or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with, one of the Parties, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition "control" of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company, or other entity.

"**Confidential Information**" means any information and data, including, but not limited to, any kind of business, commercial, financial, or technical information and data disclosed by one Party or its Affiliates to the other Party, in connection with the Purpose irrespective of whether it is disclosed orally or visually. Confidential Information shall include any copies or abstracts made thereof as well as any apparatus, modules, samples, prototypes, or parts thereof. Confidential Information shall also include the fact that the Parties are in discussions regarding the Purpose and that Confidential Information is being disclosed.

“**Effective Date**” means the last date that this Agreement has been executed by the Parties.

"**Permitted Recipients**" means:

- Affiliates of the receiving Party,
- advisers or consultants advising the receiving Party, and/or its Affiliates, with regard to the Purpose,

but strictly limited to such recipients who each reasonably need to know Confidential Information for the Purpose, and who have in addition, prior to receiving Confidential Information, executed a written agreement imposing confidentiality obligations with respect to the Confidential Information not less stringent than the obligations imposed on the receiving Party by this Agreement.

Article 2 - Confidentiality and Restricted Use

2.1 All Confidential Information

(i) shall be used by the receiving Party exclusively for the Purpose,

(ii) shall not be distributed or disclosed in any way or form by the receiving Party to anyone except to Permitted Recipients who each reasonably need to know such Confidential Information for the Purpose, and who in addition, are bound to confidentiality in writing (including by employment agreements) with respect to the Confidential Information not less stringent than the confidentiality obligations imposed on the receiving Party by this Agreement, and

(iii) shall be kept confidential by the receiving Party with the same degree of care as is used with respect to the receiving Party's own equally important confidential information to avoid disclosure to any third party, but at least with reasonable care.

2.2 Each Party shall have the right to refuse accepting information under this Agreement prior to its disclosure; information disclosed despite such a refusal is not covered by the confidentiality obligation under this Agreement. Nothing herein shall obligate either Party to disclose any particular information.

Article 3 - Exceptions

3.1 The obligations under Article 2 shall not apply to any information which:

(i) was rightfully in the receiving Party's possession without an obligation of confidentiality prior to receipt from the disclosing Party,

(ii) is at the time of disclosure already in the public domain or subsequently becomes available to the public through no breach of this Agreement by the receiving Party and no breach of the corresponding obligations of Permitted Recipients,

(iii) is lawfully obtained by the receiving Party from a third party without an obligation to keep confidential, provided such third party is not, to the receiving Party's knowledge, in breach of any obligation of confidentiality relating to such information,

(iv) is independently developed by the receiving Party without the use of any Confidential Information, or

(v) is approved for release by written agreement of the disclosing Party.

The Party seeking the benefit of such exception shall bear the burden of proving its existence.

3.2 The receiving Party may disclose Confidential Information of the disclosing Party if this receiving Party is required to do so by any ruling of a governmental or regulatory authority, a court order, or by mandatory law, provided that, if not prohibited by law, written notice of such ruling or order is given without undue delay to the disclosing Party so as to give the disclosing Party an opportunity to intervene, and provided further that this receiving Party uses reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially. Confidential Information disclosed pursuant to such mandatory law, ruling or court order should be marked "Confidential".

Article 4 - No License

4.1 It is understood by the Parties that nothing herein is intended to grant, or shall be construed as granting, to any receiving Party any intellectual property rights in the disclosing Party’s Confidential Information. The receiving Party shall not be entitled to file for patents or other statutory protection in any country based on or using any Confidential Information received hereunder, and any such patent or statutory protection must be transferred to the disclosing Party upon its reasonable request and without any charge. The disclosure of Confidential Information does not constitute any right of prior use for the receiving Party.

4.2 The receiving Party may not reverse engineer, disassemble or decompose any prototypes, software or other tangible objects which embody Confidential Information.

Article 5 - Warranty and Liability

5.1 The Parties agree that all information is disclosed "as is" and that no warranties are given, or liabilities of any kind are assumed, with respect to such information, including, but not limited, to its fitness for the Purpose, non-infringement of third party rights, or its correctness, suitability, or completeness. The disclosing Party shall not be liable to the receiving Party/Parties for any indirect, incidental, special, or consequential damages, loss of revenue, cost of capital, or loss of profit or business opportunity, whether such liability arises out of contract, tort (including negligence and strict liability) or otherwise.

5.2 If a receiving Party discloses or distributes Confidential Information to Permitted Recipients, or has given its consent to the respective disclosure or distribution of Confidential Information, that receiving Party shall be liable for acts or omissions by its Permitted Recipients or by their employees (even where such Permitted Recipients ceased to be Permitted Recipient), as if such acts or omissions had been the receiving Party's own acts or omissions, where such acts or omissions result in unauthorized distribution, use and/or disclosure of such Confidential Information.

Article 6 - Term, Termination and Survival Period

6.1 This Agreement shall come into force on the Effective Date and shall expire one (1) year thereafter, unless terminated earlier by either Party with a thirty (30) days' prior written notice to the other Party.

6.2 Each Party's confidentiality obligations which accrued under this Agreement prior to termination or expiration of this Agreement shall continue for a period of five (5) years following termination or expiration of this Agreement (the survival period).

6.3 The Parties are under no legal obligation to conclude any other contract with regard to the Purpose.

Article 7 - Return

7.1 Confidential Information shall remain the property of the disclosing Party. The disclosing Party may, within ninety (90) days after termination or expiration of this Agreement, request in writing from the receiving Party that the receiving Party at its discretion either return or destroy all Confidential Information in its possession and/or

in possession of its/their Permitted Recipients, including Confidential Information stored electronically and/or on record-bearing media as well as any copies thereof. The receiving Party shall certify in writing such destruction or return the Confidential Information as well as any copies thereof to the disclosing Party within fourteen (14) days after receipt of the disclosing Party's request.

7.2 These provisions shall not apply to (i) copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the receiving Party or Permitted Recipients according to provisions of mandatory law, and (ii) originals and copies of this Agreement, provided that such Confidential Information or copies thereof shall be subject to the confidentiality obligation according to the terms and conditions set forth herein until returned and/or destroyed.

Article 8 - Governing Law

8.1 This Agreement is exclusively governed by and construed in accordance with the substantive laws at the registered office of the Trench Group entity being contractual party of this Agreement.

Article 9 - Dispute Resolution

9.1 Any disputes arising out of or in connection with this Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC**"). If the value of the total matter in dispute, including the value of any counterclaims, is € 1 million or above, the expedited procedure provisions of the Rules shall not apply, and the arbitral tribunal shall consist of three arbitrators, otherwise one arbitrator. If the tribunal consists of three arbitrators, each party shall nominate one arbitrator for confirmation by the ICC. Both arbitrators shall agree on the third arbitrator, within 30 calendar days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the thirty-day period, the ICC shall select and appoint the third arbitrator. The language to be used in the arbitration proceeding shall be English. Any order for the production or disclosure of documents shall be limited to the documents on which each party specifically relies in its submission(s).

9.2 The seat of arbitration shall be as follows:

Registered address of Trench Group	Seat of arbitration

entity in country	
Austria	Linz, Austria
Brazil	Sao Paulo, Brazil
Bulgaria	Sofia, Bulgaria
Canada	Toronto, Canada
China	Singapore, Singapore
France	Paris, France
Germany	Berlin, Germany
Italy	Milan, Italy
USA	Toronto, Canada

Article 10 - Assignment

10.1 Neither this Agreement nor any rights and obligations under this Agreement may be assigned, transferred, novated, or delegated by either/any Party without the prior written consent of the other Party, except that no consent is required for assignment of this Agreement by a Party to that Party's Affiliate.

10.2 However, either Party may, without the consent of the other Party, while remaining entitled and obligated under this Agreement, provide any Confidential Information received under this Agreement to a successor or an acquirer of all or a substantial part of the business to which the Confidential Information pertains (whether by way of a share deal, asset deal or otherwise) provided such successor or acquirer is bound by a prior written agreement imposing on such successor or acquirer confidentiality obligations with respect to the Confidential Information that are no less stringent than the obligations imposed on the receiving Party under this Agreement.

Article 11 - Notices

11.1 Notices and communications between the Parties shall be in English.

11.2 Any notice required to be given under this Agreement shall be in writing, sent by personal delivery, courier, facsimile, or electronic mail and shall be delivered to each Party required to receive the notice as set out below or as otherwise specified by the

relevant Party by notice in writing to the other Party:

{{supplier.name}}, {{supplier.address}}

Attention: {{supplier.primary_contact_name}}

{{supplier.primary_contact_email}}

{{legal_entity.name}}

Attention: {{requester.name}}

{{requester.email}}

With copy to: Legal & Compliance, Trench Group

legal@trench-group.com

Article 12 - Export Regulations

Notwithstanding anything to the contrary within this Agreement, for all Confidential Information disclosed hereunder the Parties shall comply with all applicable export control, customs and foreign trade laws, regulations, orders, embargos, and other restrictions ("**Foreign Trade Restrictions**") and the disclosing Party shall obtain all necessary export licenses. Upon written request from the receiving Party the disclosing Party shall provide the receiving Party with all information and data that is reasonably required by the receiving Party to comply with all applicable Foreign Trade Regulations, e.g. the export control list number or the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN). Neither Party shall be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international Foreign Trade Regulations or any other sanctions.

Article 13 - Severance Clause

If provisions of this Agreement are, or should become entirely or partially invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. In such cases, the invalid or unenforceable provision shall be deemed to be restated, to the extent legally permissible, to reflect as closely as possible the original intentions of the Parties concluding the Agreement.

Article 14 - Third Parties

A person who is not a party to this Agreement may not enforce any of its provisions.

Article 15 - Miscellaneous

15.1 No Party will act or have the authority to act as an agent of any other Party for any purpose whatsoever. Nothing in this Agreement shall be construed as forming a partnership, joint venture, or any other business relationship among the Parties.

15.2 For the avoidance of doubt, subject to no portfolio company receiving any Confidential Information under this Agreement, nothing in this Agreement shall be binding upon or in any way restrict the activities of any portfolio company of Triton Investment Advisors LLP, except for the Trench Group of companies

15.3 The failure of a Party at any time or times to require performance by the other Party of any provision hereof shall in no manner affect its right at a later time to enforce the same. Waiver of any breach or violation of this Agreement shall not constitute a waiver of subsequent breach or violation of the same or different kind.

15.4 This Agreement sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes any previous or contemporaneous agreements, understandings, or communications, whether written or oral, relating to such subject matter.

15.5 This Agreement itself, termination notices or amendments to this Agreement (including any waiver of the written form requirement), must be executed either in writing or by electronic signature, using a software tool for electronic signatures. “Written form” or “in writing” as described in this Agreement shall therefore also include electronically signed documents and electronically transmitted copies (e.g. PDF scan sent as an attachment to an email) carrying the signatures of the Parties.

Each Party hereto has caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

{{legal_entity.name}}

Place, Date:	**Place, Date:**
_____	_____

_____	_____
Name:	**Name:**
{{supplier.name}}	
Place, Date:	**Place, Date:**
_____	_____
_____	_____
Name:	**Name:**