

This Mutual General Non-Disclosure Agreement ("Agreement") is entered into as of the date of last signature below (the "Effective Date") between Triton Training and Fin2Fit with an address at 1Penrose Gardens, Ash Vale, Aldershot, Surrey, GU12 5RP. ("Fin2Fit"), and \_\_\_\_\_ ("Participant").

In order to protect certain confidential information which may be disclosed between Fin2Fit and Participant, the parties agree to the following:

**1. Definition.** "Confidential Information" means the non-public information that is exchanged between the parties in oral, tangible, visible, machine readable or any other form, provided that such information is: (i) identified as confidential at the time of disclosure by the disclosing party (the "Discloser"), or (ii) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information (the "Recipient"). Confidential Information disclosed to Recipient by Discloser's subsidiary, adviser, agent or representative is covered by this Agreement.

**2. Protection of Confidential Information.** For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall hold the Confidential Information in confidence and shall not disclose the Confidential Information directly or indirectly or in any way or by any means to any third party without the prior written approval of the Discloser. A Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its employees, affiliates, agents and independent contractors with a need to know in order to fulfil the Purpose and who are subject to provisions of confidentiality no less restrictive than the terms of this Agreement. The Recipient shall not use the Discloser's Confidential Information other than for the Purpose. No publicity, release or announcement concerning the Agreement, or any transactions contemplated between the parties in connection with this Agreement shall be made without the prior written agreement of the other party. The Recipient shall not reverse engineer, decompile, disassemble or use in breach of this Agreement any software, hardware or tangible objects which embody the Discloser's Confidential Information.

**3. Exclusions.** This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge through no fault of the Recipient; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; (v) is independently developed by the Recipient without use of the Confidential Information; or (vi) is approved for release by prior written authorization of the Discloser. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided the Recipient: (i) promptly notifies the Discloser in writing of the requirement for disclosure; and (ii) limits the content and distribution of such disclosure to the extent reasonably possible.

**4. Term.** This Agreement shall continue from the Effective Date until terminated. Either party may terminate the Agreement at any time by giving ten (10) working days written notice of its intent to terminate this Agreement. The Recipient's obligations with respect to the Confidential Information hereunder shall survive any termination of the Agreement. Upon request from the Discloser or upon termination of the Agreement, the Recipient shall return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.