Benchmark International CSS Transactions Limited
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BENCHMARK
INTERNATIONAL

UNDERTAKING OF CONFIDENTIALITY & NON DISCLOSURE

Definitions

*Words importing the singular number shall include the plural and vice versa "**Benchmark**" means Benchmark International CSS Transactions Limited a company registered in England and Wales with company no: 11249249 whose registered office is at One New Bailey 4 Stanley Street, Salford, Greater Manchester, M3 5JL (and shall be deemed to include any company, firm or organisation to whom Benchmark delegate and/or assign all or any part of its services for the Client).*
*"**Client(s)**" means any person(s), partnership, company (including parent company, and/or subsidiaries, associates and/or affiliates), body, club or unincorporated association who has instructed Benchmark directly or indirectly in connection with the sale or disposal of all or any part of the Business and in respect of whom Confidential Information is disclosed to Us; "**Business**" means the business(es) operated by the Client(s).*

*"**We**" "**Us**" and "**Our**" means jointly and severally, the undersigned individual, partnership, firm, company (including parent company, subsidiaries, associates and/or affiliates), body, club or unincorporated association (including without limitation, any associated company or business and/or any partner, director, officer, employee, contractor, consultant, agent family member and/or connected person of such party).*

*"**You**" means (unless the context otherwise permits) collectively, Benchmark, the Client(s) and the Business(es) and "Your" shall be construed accordingly.*

*"**Confidential Information**" means all confidential or proprietary information (whether designated as such) however recorded or preserved relating directly or indirectly to the Client(s) or the Business and which is disclosed or made available directly or indirectly to Us by Benchmark or the Client(s) in any form or medium whether before or after the date of this Undertaking.*

*"**Transaction**" means a potential acquisition (howsoever arising) by Us of the whole or any part of the Business and/or the Client*.

In consideration of You agreeing to disclose Confidential Information to Us, We hereby undertake to You as follows:

1) We shall treat the Confidential Information as being secret and confidential and shall maintain its status as such.

2) We shall use the Confidential Information solely for the purposes of Our evaluation of a Client in the context of a Transaction and not for any other purpose, including (without limitation) to exploit and/or or gain any commercial advantage over the Client, the Business or Benchmark.

3) We shall not at any time disclose or otherwise make available to any person any of the Confidential Information other than to:

3.1) such of Our directors, officers and senior management employees whose knowledge of the Confidential Information is required wholly and specifically in connection with Our evaluation of a Transaction;

3.2) professional and financial advisers acting on Our behalf in connection with a Transaction;

3.3) any financial institution from whom We may seek finance in connection with a Transaction;

3.4) any other person approved in advance in writing by Benchmark or the Client.

4) We shall procure that any of the persons referred to in paragraphs 3.1 to 3.4 to whom We disclose any or all of the Confidential Information shall comply with the obligations set out in this Undertaking as if they were Us.

5) We shall maintain a list of individuals or entities to whom We disclose any Confidential Information as permitted herein and shall make such list available upon five (5) business days of being requested to do so by Benchmark and/ or the Client.

6) We shall not except with the prior written consent of Benchmark or the Client, reproduce the Confidential Information (in whole or part and in any format) and shall, whenever requested by Benchmark or the Client, immediately return or (only at the prior specific written request of Benchmark or the Client) destroy all documents and other records (in whatever form) of all or any part of the Confidential Information which have been supplied to or generated by Us, together with all copies including without limitation, all studies, compilations, analysis, reports and other documents or materials received or prepared by Us or on Our behalf which reflect or are prepared from any of the Confidential Information.

6.1) We shall upon request, confirm in writing that We (and any persons to whom We have disclosed Confidential Information pursuant to clause 3) have complied with the provisions of this clause 6 and further, that any Confidential Information stored in electronic form has subject only to clause 6.2, been permanently erased both from Our communication systems and devices and those to whom We have disclosed Confidential Information pursuant to clause 3.

6.2) The obligations set out in this clause 6 shall not apply to routinely created backup copies of Confidential Information in the form of electronic data and We shall have the right to retain one (1) copy of Confidential Information in controlled access files in accordance with the terms of this Undertaking for the sole purpose of determining our legal obligations hereunder.

7) We shall not at any time disclose to any third party the fact that a Transaction is being contemplated and/or that discussions or negotiations are taking place (or have taken place) concerning the Business or the Client (as applicable) or any of the terms or conditions.

8) We shall promptly notify Benchmark (for itself, and on behalf of the Client) in writing if We decide not to pursue Our interest in a Transaction ('Notice of Withdrawal of Interest') and shall not from the date hereof and for a period of 12 months from the date of such Notice whether by use of the Confidential Information or otherwise, make contact or approaches of any kind directly or indirectly and whether or not via a third party (unless such contact or approaches can be proven to the satisfaction of the Client or Benchmark, acting reasonably, to have been made prior to and/or entirely independently of this Undertaking and/or are in the ordinary course of Our

business) to the staff, customers and/or suppliers of the Client and/or the Business or any government or regulatory body connected with the Client and/or the Business, nor with any other person connected with the Client, without the prior knowledge and written consent of the Client.

9) We shall not from the date hereof and for 12 months from the date of any Notice of Withdrawal of Interest (except in the case of Our completion of a Transaction) seek directly or indirectly and whether or not via a third party to solicit or entice away from the Business or the Client or engage and/or deal in any way with any employee, officer or contractor of the Client or the Business (other than by way of an unsolicited response to a bona fide job advertisement not specifically directed at such employees, officers or contractors) or otherwise seek to interfere with the Business or the Client.

10) We shall promptly notify You upon becoming aware of any unauthorised disclosure (or any known or suspected threat or risk thereof), copying, use or loss of all or any part of the Confidential Information and We accept that We shall be responsible for any breach of any of the terms of this Undertaking by Us or any persons to whom We have disclosed the Confidential Information pursuant to clause 3.

11) We shall not enter (and have not entered) into any agreement in reliance upon any representation (whether written or oral) made by Benchmark or the Client or made on their respective behalves.

12) The delivery to Us of any information (including, without limitation, budgets and financial forecasts and projections which may form part of the Confidential Information) does not and shall not be deemed to constitute any representation or expression of opinion or warranty by either Benchmark or the Client as to its accuracy or completeness.

13) Neither Benchmark nor the Client shall be liable for any loss or damage suffered or incurred by Us as a result of the supply by Benchmark, the Client or the Client's advisers and/or the use by Us of any information, including the Confidential Information (in particular but without limitation, as a result of any errors, omissions or inaccuracies in any of the information).

14) It is acknowledged by Benchmark (for itself and on behalf of the Client) that the provisions of clauses 11, 12 and 13 above may be varied and/or superseded (in full or in part) by the terms and conditions of any subsequent written and legally binding agreement(s) entered into between Us and the Client pursuant to completion of a Transaction.

15) We shall not exclude Benchmark from our discussions and/or negotiations (if any) with the Client, nor shall our discussions and/or negotiations be conducted in such a way or manner so as to deliberately interfere with or frustrate the Client's contractual obligations to Benchmark (including but not limited to fees payable) or to negatively affect Benchmark's relationship with the Client.

16) Nothing contained in this Undertaking shall compel:

16.1) Benchmark or the Client to provide Us with information relating to the Business or the Client which We request and Benchmark and/or the Client shall be entitled at its/their discretion to decline to supply Us with all or any information and/or to terminate this Undertaking for any reason; and/or

16.2) Us to conclude a Transaction.

17) Nothing contained in this Undertaking shall in any way restrict Our right to use, disclose or otherwise deal with any of the Confidential Information if and to the extent that:

17.1) it is in (or enters) the public domain other than as a result of a breach of this Undertaking by Us or any persons to whom We disclose the Confidential Information pursuant to clause 3 or any other obligations of confidentiality;

17.2) the Confidential Information in question was lawfully in Our possession prior to its disclosure to Us by Benchmark and/or the Client and can to the reasonable satisfaction of the Client and/or Benchmark be proven to have been as such;

17.3) it is or was lawfully received by Us from an unconnected third party not under an obligation of confidentiality with respect thereto;

17.4) it is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose(s) required); or

17.5) its disclosure has the prior written approval of the Client and/or Benchmark ; Providing always that We shall (save for any legal or regulatory restriction imposed pursuant to clause 17.4) provide You with at least ten (10) days' written notice of Our intention to rely upon one or more of the exceptions set out in this clause 17, such notice specifying details of the exception to be relied upon and the information concerned.

18) Damages alone may not be an adequate measure of loss in the event of any breach of the terms of this Undertaking and accordingly, We agree that in such event, Benchmark and/or the Client shall be entitled to seek the remedies of injunction, specific performance and/or other equitable relief for any threatened or actual breach of the terms of this Undertaking on such terms as any Court with jurisdiction may deem just and proper.

19) Any failure by Benchmark and/or the Client at any time to enforce or exercise any of its rights under this Undertaking will not be construed as a waiver of its right to enforce or exercise that right in future or other rights under this Undertaking at any time and Benchmark shall in its absolute discretion be permitted to assign its rights hereunder in full or part to the Client.

20) Where Confidential Information of more than one Client is disclosed to Us, We hereby represent, warrant and undertake that the provisions of this Undertaking shall apply to each and every Client.

21) Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

22) The invalidity or unenforceability of any provision or part of a provision of this Undertaking shall not affect in any way the remaining provisions, which shall be construed as if such invalid or unenforceable part did not exist.

23) This Undertaking may not be amended or modified except in writing and signed by or on behalf of each of the parties.

24) This Undertaking is the entire agreement between the parties at the date hereof and supersedes any arrangements, understandings or previous agreements (whether oral or written) between them relating to the subject matter covered by this Undertaking.

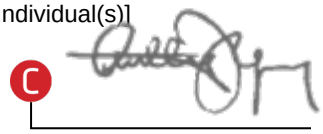
25) Subject and without prejudice to clauses 8 and 9 herein and the parties rights generally in respect of any rights surviving termination and/or any antecedent breach, this Undertaking shall in respect of each Client terminate upon the earlier of (i) the completion of a Transaction or (ii) 24 months from the date upon which Confidential Information in respect of each Client is first released to Us by Benchmark.

26) Save in relation to any Client in respect of any claim against Us, no term, condition or provision of this Undertaking shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to it

27) This Undertaking is governed by and shall be construed in accordance with the laws of England and Wales and each party irrevocably agrees to the exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim.

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Victoria Street
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WA14 1EZ

Duly Authorised for & on behalf of above-named [Company/Individual(s)]

Signed: 

Date: 01/10/2025