17th May 2022

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Lambert Smith Hampton
2nd Floor The Quay
30 Channel Way
Ocean Village
Southampton
SO14 3TG

Our Ref: TS/HC/jph/0170746

Dear Sir/Madam

TWO HAMPSHIRE BASED GYMS ("THE COMPANY")

We refer to the above matter where Lambert Smith Hampton has been instructed to seek a purchaser of the business and assets of the above Company ("the Company"). The purpose of this letter is to set out the basis upon which confidential information in respect of the Company is made available to you.

The parties wish to share Confidential Information with one another to evaluate a business opportunity and potentially agree a contract ('**Discussions**'). This agreement sets out the terms upon which a party ('**Disclosing Party**') will disclose Confidential Information to the other party ('**Receiving Party**').

'Confidential Information' includes any and all: ideas, information; data, business, customer and supplier information and contracts; knowledge, know-how and expertise including, process, procedures, software and materials; and intellectual property rights, whether registered or not including inventions, patents, designs, trademarks, copyright and trade secrets, regardless of when or how it is shared, form of media or orally, whether before or after the Commencement Date.

1. USE OF THE CONFIDENTIAL INFORMATION

1.1 The Receiving Party agrees that all Confidential Information will be held and treated in confidence and shall:

1.1.1 only use the Confidential Information for the purpose of the Discussions;

1.1.2 only disclose Confidential Information to its parent or holding company and subsidiary companies of that parent or holding company ('**Associated Companies**') and to its or their employees, agents, contractors, directors and advisors ('**Personnel**') who need to know for the Discussions;

1.1.3 inform its Associated Companies and its and their Personnel who receive Confidential Information of its confidential nature and direct them to treat it as confidential;

1.1.4 be responsible for any breach of this agreement by any of its Associated Companies or its or their Personnel; and

1.1.5 comply with any particular policies and requirements notified to it concerning access to the Disclosing Party's premises, networks or systems.

2. OBLIGATIONS OF THE RECEIVING PARTY

2.1 The Receiving Party shall use all reasonable care to maintain the confidentiality of the Confidential Information, which shall be at least the same degree of care as it would treat its own Confidential Information and in accordance with generally accepted business practice.

2.2 Upon written request of the Disclosing Party, the Receiving Party shall:

Lambert Smith Hampton is a trading name of Lambert Smith Hampton Group Limited
Registered office: 55 Wells Street, London W1T 3PT
Registered in England Number 2521225. Regulated by RICS

2.2.1 return to the Disclosing Party, or destroy, erase or redact, all originals, copies, translations and reproductions, in full or in part, of the Confidential Information in its possession and ensure that all of its Associated Companies do the same; and

2.2.2 confirm in writing by a director or senior executive that the Confidential Information has been returned or destroyed in accordance with this clause 2.2 within ten (10) business days of such request.

2.3 The Receiving Party may retain a copy of any Confidential Information necessary for its own quality and audit procedures or under automatic electronic archiving and back-up procedures.

3. COMMENCEMENT DATE AND DURATION

This agreement shall become effective upon the Commencement Date and shall expire after a period of five (5) years after the last date on which any Confidential Information becomes known to the Receiving Party. The Commencement Date shall be the date of last signature below if no date is recorded above.

4. NO REPRESENTATIONS

Neither party makes any representation or warranty as to the accuracy or completeness of the Confidential Information disclosed and neither the Disclosing Party nor its Associated Companies shall have any liability to the Receiving Party or its Associated Companies resulting from any reliance on the Confidential Information.

5. EXCLUSIONS

5.1 Information will not be considered Confidential Information if a party shows that:

5.1.1 the information at the time of the disclosure by the Disclosing Party was in or subsequently came into the public domain (other than as the result of a breach of the terms of this agreement by the Receiving Party);

5.1.2 the information has been lawfully acquired from a third party;

5.1.3 the information was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained from a third party under an obligation of confidence; or

5.1.4 the Disclosing Party has given prior written consent to the disclosure of the information by the Receiving Party.

6. LIMITATION OF LIABILITY

The aggregate liability of LSH whether arising from negligence, tort, breach of contract or other obligation or duty or otherwise shall be limited to one million pounds sterling (£1,000,000.00).

7. COMPLIANCE WITH LAWS

The Receiving Party will not be in breach of this agreement to the extent that it is obliged by law, an order of a court or other competent judicial authority, the rules, requirements, order or demand of any regulatory body or recognised stock exchange of competent jurisdiction, to disclose Confidential Information, provided that (to the extent permitted by law) the Receiving Party has notified the Disclosing Party promptly of such a requirement.

8. GENERAL

8.1 If a court of competent jurisdiction holds any provision of this agreement to be invalid, void or unenforceable, such provision will be deemed modified to the minimum extent necessary to make it valid and enforceable but if such modification is not possible such provision will be deleted, and the remaining provisions will continue in full force and effect.

8.2 Each party has entered into this agreement for its own account and for its Associated Companies and shall be treated as the Disclosing Party where any Confidential Information connected to the Discussions is disclosed by any of its Associated Companies.

8.3 The failure of a party to enforce any right or remedy under this agreement shall not amount to a waiver.

8.4 This agreement sets out the entire understanding of the parties of their respective rights and obligations relating to the Confidential Information.

8.5 Nothing contained in this agreement shall (i) create a partnership or a joint venture between the parties; (ii) prevent either party from working with third parties or (iii) grant to the Receiving Party any licence, title or right in the Confidential Information.

8.6 Except for Associated Companies, a person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9. LAW

9.1 This agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

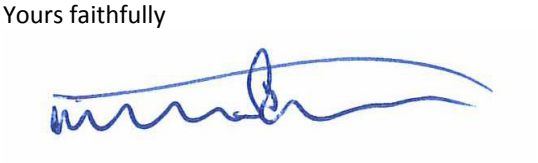
9.2 Each party acknowledges and agrees that damages would be an inadequate remedy for any breach of this agreement and that the other party shall be entitled, without proof of special damages, to pursue equitable remedies (including without limitation injunctive relief and specific performance) in the English Courts for any threatened or actual breach of this agreement.

9.3 Should any dispute arise out of this agreement, a director or senior executive of the parties shall use all reasonable endeavours to negotiate promptly in good faith and amicably settle the dispute.

The rights and obligations set out in this letter shall be governed by and construed in accordance with English Courts for the purpose of hearing and determining any dispute arising out of this letter or the matters referred to herein and for the purposes of enforcement.

Would you kindly confirm your agreement with the contents of this letter by signing and returning to me the original copy.

Yours faithfully



Tim Salter MRICS FAAV
RICS Registered Valuer
Director
For and on behalf of
LAMBERT SMITH HAMPTON

Direct Dial: 07803 248332
E-Mail: tsalter@lsh.co.uk

I agree to the terms of this letter

Name (print): _____

Signature: _____

Signed on behalf of:_____
(name of company)

Position: _____

Date: _____

Telephone numbers:

Office: _____ Mobile: _____

Email Address: _____