

This Agreement is made [] day of March 2024

BETWEEN

[] Limited whose registered office is [] with company registration number: [CO No] (the 'Receiving Party')

AND

Project Rabbit with company registration number: xxxxx (the Company) and

Evelyn Partners LLP, whose registered office is 45 Gresham Street, London EC2V 7BG, registration number: OC369631 (the 'Disclosing Parties').

The above parties being referred to in this Agreement as the 'Parties' or individually as the 'Party'.

BACKGROUND

- (A) The Disclosing Parties have agreed to provide the Receiving Party with Confidential Information (as defined below) on a non-exclusive basis for the purpose of allowing the Receiving Party who wishes to investigate the business of the Company in connection with a potential purchase of some or all of the Company's business and assets (the 'Permitted Purpose') under the terms and conditions of this Agreement.

1. CONFIDENTIAL INFORMATION

'Confidential Information' means collectively and individually all or any information of whatsoever nature, disclosed in any form, whether oral, visual, written or in electronic form relating to the Permitted Purpose together with all records or copies or extracts thereof in whatever media held.

The Disclosing Parties make no representation and give no warranty regarding the quality, accuracy, completeness or suitability of the Confidential Information.

2. RECEIVING PARTY'S OBLIGATIONS

- 2.1.1 In consideration of the Disclosing Parties disclosing the Confidential Information to the Party, the Receiving Party agrees and undertakes:-
- 2.1.1 to keep the Confidential Information secret and acknowledges the proprietary nature of the Confidential Information;
- 2.1.2 to use it only for the Permitted Purpose;
- 2.1.3 not to disclose it to anyone or to make copies of it unless this Agreement expressly permits such disclosure or the prior written consent of the Disclosing Parties are given;
- 2.2 The above duties of confidentiality shall not apply to information that the Receiving Party can demonstrate by reasonable documentary proof:-
- 2.2.1 to have been in the public domain at the time of receipt by the Receiving Party or to have subsequently entered the public domain through no fault of the Receiving Party;
- 2.2.2 to have been lawfully known by the Receiving Party prior to its receipt; or
- 2.2.3 to have been disclosed to the Receiving Party without restriction by a third party.

3. PERMITTED DISCLOSURE

- 3.1 The Receiving Party may disclose Confidential Information:
 - 3.1.1 only to such employees of the Receiving Party as are strictly necessary for the Permitted Purpose; and/or
 - 3.1.2 as required by any order of any court of competent jurisdiction or any competent judicial, governmental or regularly body;
- 3.2 Prior to disclosure of any Confidential Information under Clause 3.1.2, the Receiving Party shall (to the extent permitted by law) inform the Disclosing Parties of the complete circumstances and the details of the information to be disclosed.

4. THIRD PARTIES

- 4.1 The Receiving Party shall notify anyone to whom it is authorised to disclose the Confidential Information that it is confidential and procure that they comply with this Agreement. On the request of the Disclosing Parties, the Receiving Party shall procure that they enter into a confidentiality agreement on terms and conditions no less onerous than those contained in this Agreement.
- 4.2 Neither Party may assign this Agreement without the prior written consent of the other Party.
- 4.3 This Agreement shall not confer and shall not purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

5. COPIES

- 5.1 The Receiving Party shall acquire no proprietary interest in or right to the Confidential Information.
 - 5.1.1 The Receiving Party may only make such copies of Confidential Information as are expressly authorised by the Disclosing Parties for the Permitted Purpose and for disclosures that are not in breach of this Agreement. The Receiving Party will clearly label all copies of Confidential as confidential.
- 5.2 If the Disclosing Parties so request in writing, the Receiving Party shall immediately:-
 - 5.2.1 Return to the Disclosing Parties, destroy so far as technically possible, or permanently erase all Confidential Information including copies made by the Receiving Party and procure that anyone to whom the Receiving Party has supplied copies destroys or permanently erases such copies and any further copies made by them;
 - 5.2.3 Each party shall be entitled to keep copies of Confidential Information in order to satisfy their legal, compliance and regulatory responsibilities and shall also be entitled to retain copies made as part of their usual backup and archive processes for business continuity purposes.

6. GENERAL

- 6.1 The Receiving Party acknowledges and agrees that damages alone may not be an adequate remedy for a breach of this Agreement and that one or both of the Disclosing

Parties shall be entitled to seek an order for injunctive relief in the event of any actual, threatened or anticipated breach of this Agreement.

- 6.2 The obligations of each party under this Agreement with respect to each item of Confidential Information disclosed shall terminate one (1) year from [DATE] 2022 from the date of this Agreement.

7. GOVERNING LAW

- 7.1 No amendments, changes or modifications to this Agreement shall be valid except if the same are agreed in writing and signed by a duly authorised representative or each of the Parties hereto;
- 7.2 This Agreement comprises the full and complete agreement of the Parties hereto with respect to the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties relating to the Confidential Information whether oral, express or implied;
- 7.3 This Agreement shall be governed by and construed in accordance with the Laws of England and Wales. Each Party irrevocably submits to the exclusive jurisdiction of the Courts of England to settle any dispute that arises out of or in connection with this Agreement.

SIGNED for and on behalf of the Receiving Party:

Authorised Signatory

PRINT NAME:

SIGNED for and on behalf of the Company by:

Authorised Signatory

PRINT NAME: CHRIS MCKENZIE

SIGNED for and on behalf of Evelyn Partners LLP by:



PRINT NAME: GREG PALFREY