
Effective Date: 3rd April 2020

This Mutual Non Disclosure Agreement (this "**Agreement**") dated as per the Fair Trade Agreement ("**FTA**") forms part of the FTA and is between Webmart Limited, having its registered office at Media Innovation Centre, 13-15 Wedgwood Road, Bicester, Oxon, OX26 4UL ("**Webmart**") and the company as ("**Company**") who has signed the FTA.

Whereas Webmart and the Company are engaged in discussions regarding a potential transaction (the "**Transaction**"). Whereas, a party may request from the other (in such case, the "**Recipient**") and/or disclose to the other (in such case, the "**Discloser**") certain business, financial, technical, and other Confidential Information (as defined below) concerning their respective businesses and affairs that is not available to the public.

Now therefore in consideration premises, the Parties mutually agree to the following terms and conditions.

1. Confidential Information.

"Confidential Information" shall mean without limitation any and all information, analyses, compilations, studies, documents or other material disclosed to, or otherwise acquired or observed by, a Party including its affiliated companies, directors, officers and employees (collectively, "Recipient's Representatives"), from the Discloser or its affiliated companies, relating to the business of the Discloser, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form, including, but not limited to, all sales and operating

information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright.

The term "Confidential Information" does not include information which (i) becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement, (ii) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by Discloser, (iii) becomes available to Recipient on a non-confidential basis from a source other than Discloser; provided that such source is not bound by a confidentiality agreement with Discloser or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation, or (iv) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.

2. Use. Recipient shall use Discloser's Confidential Information only for the purpose of considering, evaluating and negotiating the Possible Transaction and shall not use the Confidential Information or any part of it for any purpose other than that agreed herein or in any way directly or indirectly detrimental to Discloser or its affiliates or for the benefit of any third party or in such a way as to procure that the Recipient may at any time obtain a

commercial advantage over the Discloser. The Recipient shall be responsible for ensuring that those of Recipient's Representatives to whom the Confidential Information is disclosed by or on behalf of Discloser in reliance upon this Agreement shall not use the Confidential Information for any purpose other than the Permitted Purpose or in any way directly or indirectly detrimental to Discloser or any of its affiliates.

3. **Contacts solely through Designated Persons.** Any questions concerning the Confidential Information or the Possible Transaction, as well as any notices or consultations pursuant to this Agreement, will be directed by the Recipient or Recipient's Representatives in writing exclusively to any one or more of nominated representatives of Discloser (the "Designated Persons").

4. **Term and Confidentiality Period.** Each Party's obligation with respect to each Party's Confidential Information shall survive for 60 months/5 years after the Effective Date (the Confidentiality Period').

5. **Confidentiality Obligations.** Recipient agrees that:

(i) all Confidential Information, the Possible Transaction, the proposed terms of the Possible Transaction, the existence and contents of this Agreement, the fact that discussions are taking place and the fact that the Recipient has requested or received Confidential Information will be kept confidential by the Recipient, its affiliates and other group companies and its and their respective directors, officers, employees, agents, legal counsel, accountants, consultants, bankers and financial advisors (collectively the "Recipient's Representatives") and shall not, without the prior written consent of Discloser, be disclosed by the Recipient or Recipient's Representatives to any third party;

(ii) it shall not make any copies of the Confidential Information;

(iii) shall protect Discloser's Confidential Information by using the same degree of care as it uses to protect its own confidential information of like importance, but in no event less than a proper and reasonable degree of care; and

(iv) limit access to and disclosure of Discloser's Confidential Information to Recipient's employees who have a need to know for the purposes of this Agreement or the professional advisers of such persons ("Representatives"), on the condition that such Recipient's Representatives have signed an agreement with confidentiality provisions no less stringent than those set forth herein; and

(V) If the Recipient or Recipient's Representatives are required (pursuant to any law or regulation or the rules of any stock exchange or any regulatory authority) to disclose that negotiations are taking place or have taken place between Discloser and the Recipient regarding a Possible Transaction, or any of the terms and conditions of, or facts with respect to, a Possible Transaction, or any other Confidential Information, the Recipient shall, prior to disclosure, notify Discloser in writing of same and of the proposed response so that Discloser may seek a protective order or other appropriate remedy and/or (in Discloser's sole discretion) waive compliance with the provisions of this Agreement. If Discloser so requests, the Recipient shall provide a copy of written legal advice confirming the existence, nature and extent of such disclosure obligation.

6. **Ownership:** Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the evaluation of the proposed

Transaction, including all copies thereof, are and shall be the sole property of Discloser, and Recipient shall keep the same at all times in its custody and subject to Recipient's control. The Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by the other Party.

7. Warranty: The Recipient understands and acknowledges that (i) the disclosure of Confidential

Information is made in Discloser's entire discretion and this Agreement may in no event be construed as imposing any obligation on Discloser and any of its group companies to disclose Confidential Information (irrespective of whether or not it has disclosed such Confidential Information to other prospective purchaser(s)) and (ii) all Confidential Information is disclosed without any representation or warranty, express or implied, as to its accuracy or completeness. None of Discloser and any of its affiliates assumes any obligation to update, supplement or rectify any of the Confidential Information. The Recipient agrees that neither Discloser nor any of its affiliates, and their respective representatives shall have any liability to it or any of Recipient's Representatives in respect of Confidential Information disclosed to the Recipient or the Recipient's Representatives. Discloser reserves the right to make the disclosure of some specific items of Confidential Information, which it may want to disclose but which it deems particularly sensitive, conditional upon the Recipient or Recipient's Representatives, as the case may be, assuming and complying with further undertakings and formalities, which shall be indicated in writing by the Discloser to the Recipient prior to making any such disclosure. The Confidential Information shall remain the property of Discloser and this Agreement does not offer or grant to the Recipient

any rights in, or license under, any present or future intellectual property rights which Discloser may control or own, now or in the future.

8. Return of Confidential Information: Upon request of Discloser, Recipient shall cease use of Discloser's Confidential Information and promptly return all documents and media containing or consisting of Discloser's Confidential Information, including any and all copies and extracts. The Recipient shall certify to Discloser of its complete compliance with the requirements of such notice and this paragraph.

9. Non Solicitation: Each party agrees that it will not, directly or indirectly, solicit for the purpose of hiring, hire, or accept from any other business organization, services of any employee of the other party or its Affiliate who have been introduced and identified as key personnel to perform services under this agreement or proceed with any application for a period of one (1) year after such employee completes participation in discussions relating to this Agreement or performance of any assignment pursuant to the Transaction.

10. Remedies: Recipient acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this agreement by Recipient and that any such breach would cause Discloser irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, Discloser, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

11. Miscellaneous:

(i) This Agreement does not create an agency or partner relationship or obligate the parties to enter into a business relationship.

(ii) This Agreement is made in the English language and if there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

(iii) This Agreement shall be governed by and construed in accordance with English Law. The parties hereby submit to the jurisdiction of the courts at London, UK.

(iv) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding any and all prior or contemporaneous agreements and can only be modified in writing signed by both parties.

Webmart Limited

Name:

Title:

Address: Media Innovation Centre, 13-15 Wedgwood Road, Bicester, Oxon, OX26 4UL

Name:

Title:

Address: