

Non-Disclosure Agreement

Date: 15 December 2022

Between

1. **Hilco Appraisal Limited** (t/a Hilco Valuation Services), a company registered in the UK, acting as an agent of the company referred to as **Project Indy** within the marketing literature (the **"Company"**) (the **"Disclosing Party"**) (together the **"Disclosing Parties"**)

and

2. _____, a company registered in _____ (the **"Recipient"**)

In connection with the Recipient's request for information relating to the "Company" the Disclosing Parties, have given, or will give, to the Recipient certain confidential financial, business, marketing, planning, and other information, ideas, and data, in written, oral, electronic, photographic and/or other forms concerning the Company and the opportunity to acquire its **business and assets** ("the Transaction") (collectively "Information").

Such Information shall be used by the Recipient solely for the purpose of evaluating the potential Transaction. The Information is proprietary and confidential to the Company and is, and shall remain, its property. The Information shall not be copied without the prior written consent of the Disclosing Parties, except as may be necessary for the purpose of the Recipient's evaluation of the potential Transaction, and the Information and any documentation or other information to the extent derived from or based upon the Information shall be returned to the Disclosing Parties promptly upon request.

Notwithstanding the foregoing, the Recipient shall be entitled to request in writing that it retain any such information in accordance with its legitimate document retention requirements and obligations, provided such requirements and obligations are disclosed fully to the Disclosing Parties with such request together with a proposal to keep any such information strictly confidential. Any of the Disclosing Parties shall be entitled to refuse any such request in its absolute discretion.

The Recipient and the Recipient's directors, officers, employees, advisors, and agents (collectively the Recipient's "Representatives") shall hold the Information in strict confidence and shall not, without the prior written consent of the Disclosing Parties, disclose or release the Information to either (a) persons within the Recipient's organisation that do not have a legitimate need to know, or (b) persons outside the Recipient's organisation other than the Recipient's Representatives with a legitimate need to know (each "Permitted Representatives"). Any Permitted Representatives must be required to act in accordance with the provisions of this Agreement by signing a copy of the same before any disclosure or release is made to such person and the Recipient shall remain liable and responsible for any breach of this Agreement by any of the Permitted Representatives unless they have executed a letter in this form.

The confidentiality and non-disclosure obligations discussed herein shall not apply if, and to the extent that (i) the Information was known to the Recipient prior to its receipt from the Disclosing Parties, provided that such information is not known to the Recipient to be subject to another confidentiality agreement with or other obligation of secrecy to the Disclosing Party or another party; (ii) the Information is or becomes part of the public domain other than as a result of a disclosure by the Recipient or the Recipient's directors, officers, employees, Disclosing Parties, or advisors; (iii) the Information is rightfully disclosed to the Recipient by a third party without restrictions provided that the Recipient reasonably believe that such source is not bound by a confidentiality agreement with or other obligation of secrecy to the Disclosing Party or another party; (iv) similar Information is independently developed by the Recipient without access to the Disclosing Party's Information; or (v) the Information is required by any law or regulatory authority to be disclosed.

The Recipient, or any associated entity or individual or Representative shall not enter into any agreement, directly, or indirectly, with respect to the Transaction, without a fully binding agreement in writing and the prior written consent of the Disclosing Party. The Recipient agrees to direct all discussions and enquiries concerning the Transaction to the Disclosing Party.

Neither entering into this agreement nor the provision of any information shall constitute an offer in relation to a Transaction of any kind involving the Company. Any offer will need to be provided by the Recipient in writing which will be subject to contract unless expressly agreed otherwise in writing.

This agreement shall be governed by and construed in accordance with English law and be subject to jurisdiction in London. This agreement shall terminate two years from the date hereof.

Please sign below to acknowledge the Recipient's full understanding and agreement to foregoing terms and conditions and return to both nhughes@hilcoglobal.eu and ahart@hilcoglobal.eu.

Agreed to and accepted as of the date hereof:



Signature:

Director, Hilco Valuation Services for and on behalf of the Disclosing Parties

Signature:

For and on behalf of _____