

JOHN PYE DATAROOMS RULES

1. GENERAL

- 1.1 This document sets out the rules (**Rules**) controlling the use of the John Pye Datarooms (**Website**). In providing access to the Website, the Discloser, the Seller and their Representatives are making available a facility which allows Recipient and their Representatives to access, via the internet, information relating to the Purpose (**Information**). In consideration of the use of the Website, the Recipient and its Representatives agree to be bound by these Rules. These Rules apply to each and every occasion on which the Website is accessed by either the Recipient, a Representative or an individual whom they wish to give access to the Website (**Viewer**).
- 1.2 The Recipient and its Representatives, and each Viewer, shall only be granted access to the Website with the prior consent of the Discloser, and such consent may be withdrawn at any time without prior notice.
- 1.3 No information made available on the Website shall constitute an offer to sell, or an invitation to purchase or tender for, any assets or securities or form the basis of any contract.
- 1.4 Any sale and purchase agreement relating to the Target shall provide that the contents of the Information shall be deemed to be disclosed against any warranties contained in that agreement.
- 1.5 Capitalised terms used herein not defined in this document shall have the meanings assigned to them in the Confidentiality Agreement as defined below.

2. CONFIDENTIALITY

- 2.1 The Information is made available subject to and on the terms of the confidentiality agreement entered into by the Recipient in respect of information made available to it and its Representatives in connection with the Purpose (**Confidentiality Agreement**). Where:
 - (a) either or both of these Rules and the attached Viewer's Terms and Conditions; and
 - (b) the terms of the Confidentiality Agreementconflict, the terms of the Confidentiality Agreement shall prevail.
- 2.2 Each Representative hereby confirms that it has read or is aware of the Confidentiality Agreement validly countersigned by an authorised person on behalf of the Recipient,

and that it is fully aware of the obligations in the Confidentiality Agreement and agrees to be bound by its provisions as if it had personally signed the Confidentiality Agreement.

- 2.3 Representatives shall ensure that their employees and each other person who reports to them are aware of their obligations in the Confidentiality Agreement and shall comply with the terms of the Confidentiality Agreement.
- 3. Except as provided in the confidentiality agreement entered into by the Discloser and Recipient, Viewers shall keep all the Information contained on the Website secret and confidential and not use the Information or in any way disclose it to any other person without the prior written consent of the Discloser (which may be given on such terms as it considers appropriate) except for:
 - 3.1 the purpose of assisting Recipients to negotiate a purchase of the Target; or
 - 3.2 Information which is in or which enters the public domain otherwise than as a consequence of a breach of these terms and conditions.

4. NO WARRANTY

Except as may be otherwise provided in the final sale and purchase agreement relating to the Purpose, no representation or warranty, express or implied, is made or given as to the adequacy, accuracy, reliability or completeness of the Information or as to the reasonableness of any assumptions on which any of it is based. The Recipient and its Representatives agree, on their own behalf and on behalf of any person to whom they make known any part of the Information (subject to the provisions of the Confidentiality Agreement), that except as may be otherwise provided in any such final sale and purchase agreement, none of the Discloser, or its professional advisers, or any of its subsidiary undertakings, or any of their respective partners, directors, employees, advisers or agents, have any responsibility or liability to the Recipient or its Representatives or any person to whom Information is made available, resulting from the use of the Information. In making the Information available, the Discloser is under no obligation to provide any additional information or to update or correct any inaccuracies which may become apparent in any of the Information.

5. USING THE WEBSITE

Whilst using the Website, Viewers shall:

- (a) take all reasonable steps to ensure that none of the Information is visible to, or capable of being overlooked by, other persons;

- (b) not leave their computer or other communications device through which they access the service unattended whilst connected to the Website;
- (c) ensure that they close the browser and log out when they have finished using the Website;
- (d) not deface, mark, alter, modify, vary (including varying the sequence of), damage or destroy in any way any Information contained on the Website;
- (e) not attempt to download, scan, copy, print, photograph or otherwise capture any of the Information contained in the Website, except that Viewers may print Information for which the print capability has been enabled as indicated by the Website index and download any Information for which the download capability has been enabled as indicated by the Website index;
- (f) not attempt to disable the protection software associated with the Website; and
- (g) not share their Website password with anyone else.

6. DESTRUCTION OF DOCUMENTS DOWNLOADED FROM THE WEBSITE

At the request of the Discloser, the Recipient or, as the case may be, its Representatives agree to:

- (a) return to the Discloser or, at the Discloser's option, destroy all Information downloaded from the Website and any information derived or generated therefrom together with any copies thereof (in all cases whether in the Viewer's possession or in the possession of others to whom such information is made known in whatever form (subject to the provisions of the Confidentiality Agreement));
- (b) delete all Information downloaded from the Website and any information derived or generated therefrom from any computer, word processor, tablet, smartphone or other communication device through which the Website is accessed, or other like device in the Viewer's possession, custody or control or in the possession, custody or control of others to whom such information is made known in whatever form (subject to the provisions of the Confidentiality Agreement); and
- (c) provide a certificate confirming that the provisions of **clause 5(a)** and **clause 5(b)** have been complied with.