Pinewood Technologies Group PLC
2960 Trident Court, Solihull Parkway, Birmingham, B37 7YN, United Kingdom **Tel:** +44 (0) 121 697 6600
Email: enquiries@pinewood.co.uk
Website: www.pinewood.ai

CONFIDENTIALITY AGREEMENT

STRICTLY PRIVATE & CONFIDENTIAL

Ridgeview Partners LLC ("**you**" or the "**Recipient**")
101 Second Street
Suite 1625
San Francisco, CA 94105

April 6, 2026

Dear Directors,

Potential Transaction

In connection with your interest in a potential acquisition of, or investment in, the share capital of Pinewood Technologies Group plc (the "**Company**") by a newly incorporated vehicle controlled by you (the "**Potential Transaction**"), the Company and/or its Representatives may from time to time provide you and/or your Permitted Recipients with Confidential Information relating to the Company and any of its Affiliates (together the "**Company Group**"), subject to your agreeing to enter into this agreement.

In consideration of the Company or any member of the Company Group agreeing to make such information available to you and of the undertakings set out in this agreement, you agree with and undertake to the Company as set out below.

1. DEFINITION OF CONFIDENTIAL INFORMATION

In this agreement "**Confidential Information**" means:

1.1 the fact that the Company is considering the Potential Transaction;

1.2 the terms of the Potential Transaction;

1.3 the existence and contents of this agreement and of any other document, agreement, contract or arrangement (whether or not the same are legally binding) entered into or being negotiated in connection with the Potential Transaction;

1.4 the status of the discussions and negotiations relating to the Potential Transaction ("**Negotiations**") and, should the Company withdraw from the Potential Transaction, the manner of and reasons for any such withdrawal;

1.5 all information relating to the Company or another member of the Company Group, which information is, whether on or after the date of this agreement, disclosed to the Recipient in connection with the Potential Transaction in whatever form (including, without limitation, in written, oral, documentary, electronic or digital form) and in whatever manner (including, without limitation, verbally or by inspection of documents or computer systems or access to data sites) and includes, without limitation, information relating to the business, assets, affairs, directors, employees, consultants, representatives, clients, customers, suppliers, lenders, finances, trading position, loan facilities, plans, opportunities, operations, processes, services, products, product information, know-how, design rights, trade secrets, commercial or legal information, intentions or markets of the Company or another member of the Company Group; and

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1.6 all reports, notes, memoranda, analyses, compilations, studies or other documents or other information prepared by the Recipient or by any Permitted Recipient (as defined in paragraph 3.2), in whatever form (including, without limitation, in written, oral, documentary, electronic or digital form), containing, embodying or generated from or referring to, the information referred to in paragraph 1.5 above (the "**Derivative Information**").

2. CONFIDENTIALITY OBLIGATIONS ON THE RECIPIENT

The Recipient shall:

2.1 hold the Confidential Information in strict confidence and safeguard the Confidential Information against misuse or unauthorised disclosure or copying;

2.2 not disclose or permit to be disclosed any Confidential Information to any person unless disclosure of the Confidential Information is expressly permitted by, and then only in accordance with, the terms of this agreement;

2.3 not use or exploit the Confidential Information for any purposes whatsoever except for the purposes of reviewing, evaluating, structuring, financing, implementing and/or consummating the Potential Transaction (the "**Permitted Purpose**") and not for any other purpose; provided that, for the avoidance of doubt, the Recipient and its Affiliates may conduct general market research, industry analysis and due diligence, so long as no Confidential Information is disclosed; and

2.4 inform the Company as soon as practicable if the Recipient becomes aware that any of the Confidential Information has been disclosed to, or obtained by, a person who is not permitted to receive such Confidential Information under the terms of this agreement.

3. PERMITTED DISCLOSURES OF CONFIDENTIAL INFORMATION

3.1 The Recipient may disclose or permit to be disclosed any of the Confidential Information to any of the following persons, subject to the other provisions of this agreement, including, without limitation, paragraph 3.2:

3.1.1 to those members of the Recipient's Group, Affiliates (and its/their respective Representatives) who need to know about and receive the Confidential Information for the purposes of the Potential Transaction;

3.1.2 to the Recipient's or its Affiliates' Representatives (as instructed or engaged by a member of the Recipient's Group in connection with the Potential Transaction) or potential financing sources, who need to know about and receive the Confidential Information for the purposes of the Potential Transaction;

3.1.3 to those persons approved in writing by the Company prior to such Confidential Information being so disclosed to such persons; and

3.1.4 to those persons referred to in paragraph 5.1.

3.2 In respect of the persons referred to in each of paragraphs 3.1.1, 3.1.2, 3.1.2, 3.1.2 and 3.1.4 (each a "**Permitted Recipient**" and together the "**Permitted Recipients**"), the Recipient shall prior to disclosing any Confidential Information to any Permitted Recipient:

3.2.1 inform the Permitted Recipient that the Confidential Information is strictly confidential and subject to the terms of a confidentiality agreement; and

3.2.2 impose upon the Permitted Recipient obligations of confidentiality and restrictions on use attaching to the Confidential Information equivalent to those imposed on the Recipient under this agreement.

3.3 The Recipient shall disclose the Confidential Information to the Permitted Recipients only in connection with the Permitted Purpose and to no other persons.

3.4 The Recipient shall:

3.4.1 procure that each Permitted Recipient will comply with the terms of this agreement as if that person had given the undertakings in paragraph 2 (subject to paragraph 4) to the Company instead of the Recipient; and

3.4.2 be liable to the Company for all and any breach of this agreement by a Permitted Recipient in relation to the Confidential Information for which the Permitted Recipient would have been liable if it had given the undertakings in paragraph 2 (subject to paragraph 4) to the Company instead of the Recipient, unless such Permitted Recipient has entered into a separate confidentiality undertaking with the Company.

3.5 The Recipient will maintain and keep up to date a list of all persons to whom any Confidential Information has been disclosed under paragraphs 3.1.1 or 3.1.2 and if and to the extent that disclosure of such list is required to be made by the Company to a regulatory authority by reason of any law or regulations including (for the avoidance of doubt) by reason of the FCA Rules and/or MAR, the Recipient shall make available a copy of such list to the Company as soon as reasonably practicable following a written demand to do so.

4. EXCEPTIONS TO CONFIDENTIALITY OBLIGATIONS ON THE RECIPIENT

The obligations and undertakings on the Recipient set out in paragraphs 2 and 6.3 shall not apply to Confidential Information to the extent that any of the following circumstances apply to that Confidential Information:

4.1 the Confidential Information was already in the public domain prior to the date of this agreement;

4.2 after the date of this agreement the Confidential Information enters the public domain other than through a breach of the terms of this agreement by the Recipient or by any Permitted Recipient;

4.3 when the Confidential Information was first disclosed to the Recipient or to a Permitted Recipient (as can be demonstrated by evidence in the possession of the Recipient or the Permitted Recipient), it was already lawfully in the possession of the Recipient or the Permitted Recipient free from any restriction as to its use or disclosure;

4.4 after the Confidential Information is first disclosed to the Recipient or to a Permitted Recipient, it was subsequently lawfully received by the Recipient or by another member of the Recipient's Group (as can be demonstrated by evidence in the possession of the Recipient or the Permitted Recipient) from a person who did not owe any duty of confidentiality in respect of that Confidential Information to the Company or another member of the Company Group;

4.5 is independently developed or acquired by the Recipient or its Permitted Recipients without use, reliance on or reference to the Confidential Information; or

4.6 the Confidential Information is disclosed under paragraph 5.1.

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5. MANDATORY DISCLOSURE

5.1 Subject to paragraph 5.2, the Recipient may disclose or permit to be disclosed Confidential Information to any person to whom disclosure is required to be made by reason of any law or regulations including (for the avoidance of doubt) by reason of the Code, the FCA Rules, MAR or any Stock Exchange Rules, by the order of a court of competent jurisdiction, or by the order of or proper request from, a competent judicial, governmental, regulatory or administrative body.

5.2 Before the Recipient discloses any Confidential Information under paragraph 5.1, the Recipient shall (to the extent permitted by law) use commercially reasonable endeavours to:

5.2.1 inform the Company of the circumstances of the proposed disclosure and of the Confidential Information proposed to be disclosed;

5.2.2 take all reasonable and practicable steps (i) to avoid or limit the proposed disclosure and (ii) to the extent that the proposed disclosure is required to be made, to take into account the reasonable requirements of the Company with regard to the timing and contents of, and the manner of making, the required disclosure;

5.2.3 co-operate with the Company (at the Company's sole cost and expense) if the Company or another member of the Company Group wishes to bring proceedings to prevent any such disclosure;

5.2.4 request from the relevant competent judicial, governmental, regulatory or administrative body an undertaking or assurance to maintain the confidentiality of the Confidential Information proposed to be disclosed; and

5.2.5 to the extent that the disclosure is to be by way of public announcement, agree the wording of any announcement with the Company.

5.3 If the Recipient is not able as a matter of law to inform the Company before any Confidential Information is disclosed under paragraph 5.1, the Recipient shall (to the extent permitted by law) inform the Company of the full circumstances of the disclosure and the information that has been disclosed promptly after such disclosure has been made.

5.4 Notwithstanding the foregoing, no such notice shall be required if, and strictly to the extent that, disclosure of Confidential Information is required in connection with a routine proceeding involving general requests by bank, securities, tax, regulatory, professional or similar authorities with jurisdiction over the Recipient and the Permitted Recipients, as applicable (which may include any bank regulator or public accounting oversight body), or in response to any request by such persons; provided that the proceeding or request is not specifically targeted at the Company or the Confidential Information.

6. NO UNAUTHORISED CONTACT

6.1 The Recipient shall not, and will procure that none of the Permitted Recipients or their respective Representatives shall, without the prior written consent of the Company, initiate or engage in any contact or communications of any kind in connection with the Potential Transaction with any of the following:

6.1.1 any of the Company's or another member of the Company's Group's shareholders, directors, officers, senior employees, joint venture partners, customers, suppliers or other representatives;

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6.1.2 subject to paragraph 6.2, any person who has a known existing business relationship with the Company, the Company's subsidiaries or (to the extent information in respect of such entity is disclosed as part of the Confidential Information) any other member of the Company Group; or

6.1.3 with any judicial, governmental, regulatory or administrative body.

6.2 Paragraph 6.1.2 shall not apply to any contact or communications by the Recipient or any other member of the Recipient's Group:

6.2.1 in the ordinary course of carrying on the business of the Recipient or another member of the Recipient's Group and which contact or communications do not refer to the Potential Transaction or the Confidential Information;

6.2.2 in carrying out general market diligence for the Recipient or such other member of the Recipient's Group and which contact or communications do not refer to the Potential Transaction or the Confidential Information; or

6.2.3 with persons who have an existing business relationship with the Recipient or another member of the Recipient's Group provided such contact or communications relate to that business relationship with the Recipient or another member of the Recipient's Group and not the business relationship of the Company or another member of the Company Group,

and which, in each case, does not involve the use or disclosure of the Confidential Information.

6.3 All contact or communications by the Recipient or any other member of the Recipient's Group in connection with the Potential Transaction shall be directed to [redacted] or [redacted] and any other person which the Company and / or Jefferies International Limited (in its capacity as the Company's financial adviser) has confirmed in writing to the Recipient is authorised to receive such contact or communications.

7. RETURN OR DESTRUCTION OF THE CONFIDENTIAL INFORMATION

7.1 The Recipient shall promptly, after receipt of a written request from the Company (email being sufficient):

7.1.1 in the case of Confidential Information which is not stored in electronic form on computers or other storage devices, either (as requested by the Company in the written request (email to suffice), and at the Recipient's sole election):

(a) return, and procure the return by the Permitted Recipients of, that Confidential Information (excluding the Derivative Information) and all copies of that Confidential Information (excluding copies of the Derivative Information), to the Company or such other person as directed by the Company in the written request; or

(b) destroy, and procure the destruction by the Permitted Recipients of, that Confidential Information (including the Derivative Information); and

7.1.2 in the case of Confidential Information which is stored in electronic form on computers or other storage devices, erase, or procure the erasure by the Permitted Recipients of, that Confidential Information (including the Derivative Information).

7.2 Nothing in paragraph 7.1 shall require the Recipient to return, destroy or erase, or procure the return, destruction or erasure by the Permitted Recipients of, any Confidential Information:

7.2.1 which is held in electronic format on any back-ups or archives of any computer system containing or previously containing the Confidential Information where (i) such back-up or archiving occurs in the usual course of operating that computer system, (ii) it is not reasonably practicable to delete the Confidential Information so held, (iii) the Confidential Information so held is not generally accessible beyond the need for disaster recovery or similar operations and (iv) the Confidential Information is not retained by the Recipient or by the Permitted Recipients for any longer period than other similarly archived information;

7.2.2 which is held by any person referred to in paragraph 3.1.2 and that person in order for it to comply with its professional duties or regulatory requirements is required to retain a copy of the Confidential Information;

7.2.3 which the Recipient or another member of the Recipient's Group has incorporated in good faith into its board or committee papers or minutes relating to the Potential Transaction; or

7.2.4 which the Recipient or another member of the Recipient's Group is required to retain by virtue of any applicable law or regulations to which the Recipient or another member of the Recipient's Group is subject including (for the avoidance of doubt) by virtue of the Code, the FCA Rules, MAR or any Stock Exchange Rules or by the order of a court of competent jurisdiction or by the order of or proper request from, a competent judicial, governmental, regulatory or administrative body.

7.3 Any Confidential Information not so returned, destroyed or erased as required under paragraph 7.2 shall continue to be held in strict compliance with this agreement for a period of 12 months following the termination or expiry of this agreement.

8. DURATION

8.1 Save as provided in this agreement, the obligations and undertakings of the Recipient contained in this agreement (including the undertakings set out in paragraphs 2 and 6.3) will terminate and cease to have any effect on the earlier of:

8.1.1 completion of the transaction comprising the Potential Transaction by the Recipient (or another member of the Recipient's Group); or

8.1.2 the date falling 12 months following the date of this agreement.

8.2 Termination of the obligations and undertakings of the Recipient contained in this agreement (including the obligations and undertakings set out in paragraphs 2 and 6.3) shall be without prejudice to any rights, remedies, obligations or liabilities of the parties which may have accrued before termination.

9. RESTRICTIONS ON THE RECIPIENT

9.1 The Recipient shall not, and will procure that no other member of the Recipient's Group will, for the duration of this agreement and for a period of 12 months from the date of this agreement:

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9.1.1 induce or attempt to induce any director, officer or employee holding an executive or managerial position with, any member of the Company Group and who comes into contact with the Recipient or another member of the Recipient's Group (or their respective Representatives) during the course of the Permitted Purpose or the Negotiations (if and for so long as such person remains employed or engaged by the Company Group, a "**Restricted Person**"), to leave the employment of the Company or another member of the Company Group;

9.1.2 employ or offer to employ or attempt to employ any Restricted Person;

9.1.3 canvass or solicit or otherwise seek the custom of any person who is at the date of this agreement, or has been in the period of 12 months immediately prior to the date of this agreement, a known customer of the Company Group ("**Restricted Customer/Client**") in relation to goods or services of a type similar or identical to those supplied or provided by any member of the Company Group; or

9.1.4 induce or attempt to induce any Restricted Customer/Client to change adversely the terms, frequency or volume of its dealings with any member of the Company Group.

9.2 The undertakings in paragraph 9.1 apply to actions carried out in any capacity (including as shareholder, partner, director, principal, consultant, officer, agent or otherwise) and whether directly or indirectly, on the relevant person's own behalf, on behalf of any other person or jointly with any other person.

9.3 Nothing in paragraph 9.1 shall prevent the Recipient or another member of the Recipient's Group from negotiating with or employing any Restricted Person who responded to a general advertisement (in any conventional medium) which was not specifically directed to such person, or who was approached by means of a search firm or an employment agency provided that such firm or agency was not specifically instructed by the Recipient or another member of the Recipient's Group to approach that Restricted Person. For the avoidance of doubt, paragraphs 9.1.1 and 9.1.2 shall not apply to any person that at the relevant time has already ceased to be a director, officer or employee of any member of the Company Group for any reason other than in connection with a breach by the Recipient or any member of the Recipient's Group of paragraph 9.1.

9.4 The restrictions in paragraph 9.1:

9.4.1 are considered to be reasonable by the parties; and

9.4.2 are separate and severable and in the event that any such restriction is determined to be unenforceable (whether wholly or to any extent) the enforceability of the remaining restrictions (or the same restriction to any other extent) shall not in any way be affected or impaired.

10. STANDSTILL AGREEMENT

10.1 For a period of 6 months from the date of this agreement or until the earlier public announcement of any transaction involving the Company (whether or not involving the Recipient) or any offer (as defined in the Code), the Recipient will not, and will procure that no member of the Recipient's Group nor its or their Representatives will, either alone or with other persons, directly or indirectly, without the Company's prior written consent:

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10.1.1 acquire, announce an intention to acquire, procure or induce any other person to acquire any interest of any kind whatsoever in the securities (as defined in the Code) of the Company that are not securities in the Company that are held by or on behalf of the Recipient or its Affiliates as at the date of this agreement (the "**Securities**") or enter into any agreement, arrangement or understanding (whether legally binding or not) or do any act as a result of which the Recipient or any other person may acquire such an interest in the Securities;

10.1.2 make, announce, procure, induce or encourage any other person to make or announce any Offer (as defined in the Code) for all or any of the Securities (unless required to do so by the Panel pursuant to Rule 2.2 of the Code, save where such requirement has arisen as a result of or pursuant to a breach by the Recipient, a member of the Recipient's Group or its or their Representatives of this paragraph 10), or enter into any agreement, arrangement or understanding (whether legally binding or not), or do or omit to do any act as a result of which the Recipient or any other person may become obliged (whether under the Code or otherwise) to make or announce an Offer for all or any of the Securities;

10.1.3 enter into any irrevocable undertaking or letter of intent (or any agreement (whether legally binding or not) of a similar effect) with any person with respect to the holding or disposition of, or the exercise of voting rights attaching to, any Securities; or

10.1.4 enter into any contract for differences, spread bet or similar arrangement with reference to the price of the Securities or grant, accept, acquire, dispose of, exercise or discharge any option to acquire or dispose of any Securities, or enter into, terminate, assign or novate any stock lending agreement in respect of the Securities.

10.2 The restrictions in paragraph 10.1 shall not apply:

10.2.1 so as to prevent any of the Permitted Recipients from taking any action in the normal course of that person's investment or advisory business, provided that such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, the Recipient or anyone else in receipt of Confidential Information; or

10.2.2 from the time any Offer by the Recipient for all or part of the share capital of the Company is publicly announced, provided that, at the time of such announcement, such Offer is recommended by the board of directors of the Company; or

10.2.3 so as to prevent the Recipient, or any of its Permitted Recipients, from acquiring any company that holds, or has an interest in, any Securities, provided that:

(a) indirectly acquiring such company's holding, or interest in, the Securities is not the principal reason for the acquisition; and

(b) such company's holding, or interest in, the Securities represents less than 3% of the Company's issued share capital at the time of its acquisition by the Recipient or any of its Permitted Recipients; and

(c) such company and the Recipient, or any of its Permitted Recipients, were not, prior to the acquisition, acting in concert (or presumed to be) (as defined in the Code); or

10.2.4 if any third party not acting in concert with the Recipient is either identified as a potential offeror pursuant to Rule 2.4 of the Code or announces pursuant to Rule 2.4 of the Code that it may make an offer to acquire any securities (as defined in the Code) of the Company carrying (taken together with those already held by such third party and any person(s) acting in concert with it) over 50% of the voting rights (as defined in the Code) in the Company (whether or not such transaction has been recommended by the board of directors of the Company); or

10.2.5 if any third party not acting in concert with the Recipient announces pursuant to Rule 2.7 of the Code a firm intention to make an offer to acquire securities (as defined in the Code) carrying (taken together with those already held by such third party and any person(s) acting in concert with it) over 50% of the voting rights in the Company (whether or not such transaction has been recommended by the board of directors of the Company);

10.2.6 if any third party who is not acting in concert with the Recipient acquires, or announces an intention to acquire assets, which account for more than 50% of the aggregate undertakings of the Company on a consolidated basis;

10.2.7 if any third party not acting in concert with the Recipient (excluding, for the avoidance of doubt, any third party which as at the date of this agreement already holds an interest in securities (as defined in the Code) in the Company carrying over 20% of the voting rights attaching to all such securities (as defined in the Code) issued by the Company) acquires an interest in securities (as defined in the Code) in the Company carrying over 20% of the voting rights attaching to all such securities (as defined in the Code) issued by the Company; or

10.2.8 the board of directors of the Company and the Recipient agree in writing (including by email) to the content and timing of an announcement, pursuant to Rule 2.7 of the Code, in respect of the Potential Transaction.

11. INSIDE INFORMATION

11.1 The Recipient acknowledges that some or all of the Confidential Information may constitute inside information for the purposes of Part V of the CJA or for the purposes of MAR and consents to it being an insider for the purposes of the CJA and receiving inside information for the purposes of MAR. Consequently, the Recipient acknowledges that it, any Permitted Recipients and their respective Representatives (to the extent that disclosure of the Confidential Information has been made to such persons) are prohibited from dealing in the Securities (and are subject to statutory prohibitions in dealing with Securities) until that part of the Confidential Information which constitutes inside information ceases to be inside information.

11.2 The Recipient shall not make use of the Confidential Information for the purposes of dealing or encouraging another person to deal in the Securities and agrees that no behaviour amounting to market abuse under MAR should be based on any Confidential Information.

12. DATA PROTECTION

12.1 The parties acknowledge that the Confidential Information may contain personal data (as defined in the Data Protection Law) and that each party is an independent controller (as defined in the Data Protection Law) in respect of all personal data arising out of or derived from the Confidential Information (the "**Shared Personal Data**").

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12.2 The Recipient shall and will procure that the Permitted Recipients shall comply with the Data Protection Law in connection with its or their processing (as defined in the Data Protection Law) of the Shared Personal Data.

12.3 Without prejudice to paragraph 12.2, the Recipient shall and will procure that the Permitted Recipients shall:

12.3.1 only process the Shared Personal Data for the Permitted Purpose or the Negotiations;

12.3.2 not transfer any Shared Personal Data outside the United Kingdom; and

12.3.3 in the event of a breach of security resulting in the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Shared Personal Data in the possession or under the control of the Recipient or the Permitted Recipients, promptly notify the Company, and in any event within 24 hours of becoming aware of it, and promptly provide, in any event within any reasonable timeframe required by the Company, such information as the Company reasonably requests in relation to that breach.

13. FURTHER ACKNOWLEDGMENTS BY THE RECIPIENT

13.1 The Recipient acknowledges and agrees with the Company that:

13.1.1 the disclosure of the Confidential Information does not give the Recipient or any Permitted Recipient, any property or licence or other right whatsoever in respect of the whole or any part of the Confidential Information;

13.1.2 nothing in this agreement shall require the Company to provide any Confidential Information to the Recipient;

13.1.3 nothing in this agreement, including the disclosure of the Confidential Information to the Recipient, any Permitted Recipient or their respective Representatives, constitutes an offer or invitation by any person to sell to the Recipient or another member of the Recipient's Group any shares or an interest in any shares in the Company or any other company in the Company Group or in the business or any assets of the Company or any other company within the Company Group or to enter into any agreement in connection with the Potential Transaction and the Company is under no legal obligation to pursue or continue the Negotiations;

13.1.4 the Confidential Information will not form the basis of any contract or commitment on the part of the Company in connection with the Potential Transaction except as may be expressly set out in any formal acquisition agreement subsequently entered into;

13.1.5 neither the Company, another member of the Company Group, nor any of their respective Representatives, accept responsibility or liability for or make any representation or warranty, express or implied, with respect to, the accuracy, adequacy or completeness of the Confidential Information;

13.1.6 no member of the Company Group or their respective Representatives will be responsible to the Recipient, another member of the Recipient's Group or their respective Representatives, for any fees, expenses or costs that may be incurred (directly or indirectly) by the Recipient, another member of the Recipient's Group or their respective Representatives, in connection with the Potential Transaction and/or the evaluation of the Confidential Information; and

13.1.7 except pursuant to any announcement released jointly by the parties or by the Company, or document or agreement entered into, in connection with the Potential Transaction, no member of the Company Group or their respective Representatives will be responsible to the Recipient, another member of the Recipient's Group or their respective Representatives, for any losses, liabilities or damages (including loss of profit and/or loss of opportunity) that may be incurred (directly or indirectly) and whether foreseeable or not, by the Recipient, another member of the Recipient's Group or their respective Representatives, in connection with the Potential Transaction and/or the evaluation of the Confidential Information, in each case except in the case of fraud.

13.2 The Recipient confirms that its interest in the Potential Transaction and the obtaining of the Confidential Information is solely for its benefit as principal and not for the benefit of any other person, and that it is not acting as the nominee, agent, broker or representative of any other person or in concert with any other person.

14. GENERAL

14.1 The Recipient acknowledges that damages alone may not be an adequate remedy for any breach by the Recipient of its obligations and undertakings in this agreement and, accordingly, without prejudice to any and all other rights or remedies that the Company or another member of the Company Group may have, the Company or another member of the Company Group may be entitled to the remedies of injunction, specific performance and other equitable relief for any actual, threatened or anticipated breach of the provisions of this agreement.

14.2 The Recipient acknowledges that, to the extent that any of the Confidential Information is covered or protected by privilege, its disclosure to the Recipient or to any of the Permitted Recipients does not constitute a waiver of privilege or of any other rights which the Company or another member of the Company Group may have in respect of such Confidential Information.

14.3 Information of the kind referred to in paragraph 1.5 of this agreement which is disclosed to any Permitted Recipient will be deemed to have been disclosed to the Recipient for the purposes of this agreement.

14.4 This agreement is personal to the parties and no party shall assign, transfer or deal in any manner with any or all of its rights under this agreement without the prior written consent of the other party.

14.5 This agreement contains the whole agreement between the parties relating to the matters contained in it and supersedes any previous agreements (whether oral or in writing) between the parties relating to those matters. Each party acknowledges that in entering into this agreement it:

14.5.1 has not relied on any express or implied representation (including any made negligently), assurance, undertaking, collateral agreement, warranty or covenant; and

14.5.2 waives all rights and remedies (including any right or remedy based on negligence) which might otherwise be available to it in respect of any express or implied representation, assurance, undertaking, collateral agreement, warranty or covenant,

in each case, which is not set out in this agreement.

14.6 No variation of this agreement will be effective unless it is in writing and is signed by or on behalf of the parties.

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14.7 If any provision of this agreement is found by any court of competent jurisdiction or by any competent judicial, governmental, regulatory or administrative body to be wholly or partly invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement, or any remaining part of the same provision, which shall remain in full force and effect.

14.8 Each party will bear its own costs and expenses in connection with the preparation, negotiation and execution of this agreement.

14.9 The rights and remedies provided by this agreement are cumulative and (except as otherwise provided in this agreement) are not exclusive of any rights or remedies provided by law.

14.10 This agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement shall not be effective until each of the parties has executed at least one counterpart.

15. NOTICES

15.1 Any notice given to a party under or in connection with this agreement must be in writing and:

15.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service, at the address of the relevant party referred to on page 1 of this agreement; or

15.1.2 sent by email to the following persons:

(a) in the case of the Company, for the attention of [redacted], Chief Financial Officer, [redacted]; and

(b) in the case of the Recipient, for the attention of [redacted], Managing Partner at [redacted].

15.2 A notice will be deemed to have been received (provided that all other requirements in this paragraph 15 have been satisfied):

15.2.1 if delivered by hand, at the time the notice is left at the address referred to in paragraph 15.1.1;

15.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second working day (meaning any day which is not a Saturday, Sunday or public holiday in England and Wales) after posting; or

15.2.3 if sent by email, at the time of transmission unless (i) this takes place outside business hours (meaning between 9:00am and 5:00pm Monday to Friday excluding any day which is a public holiday in England and Wales) in which case the notice shall be deemed to be received when business hours next recommence or (ii) the sender receives an automated message that either the email has not been delivered to the intended recipient or that the intended recipient is out of the office.

15.3 This paragraph 15 does not apply to the service of any proceedings or other documents in any legal action.

16. THIRD PARTY RIGHTS

16.1 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, save that any member of the Company Group shall have the

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right to enforce all the rights of the Company under this agreement against the Recipient as if such rights were expressly granted to it as well as to the Company, but no such third party right may be assigned, transferred or otherwise dealt with unless the parties first agree otherwise.

16.2 No right of any party to agree any amendment, variation, waiver or settlement under or arising from or in respect of this agreement, or to terminate it, shall be subject to the consent of any person who has rights under it solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

17. APPLICABLE LAW AND JURISDICTION

17.1 The validity, construction and performance of this agreement and any claim, dispute or matter (whether contractual or non-contractual) arising under or in connection with this agreement or its enforceability shall be governed by and construed in accordance with the law of England and Wales.

17.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this agreement or its enforceability or the legal relationships established by this agreement (including non-contractual disputes or claims) and waives any objection to proceedings being brought in such courts or on the grounds that proceedings have been brought in an inconvenient forum.

18. DEFINITIONS

In this agreement:

"Affiliate" means, in relation to a person, any other person that Controls, is Controlled by, or is under common Control with, that person from time to time;

"**CJA**" means the Criminal Justice Act 1993 (as amended from time to time);

"**Code**" means the City Code on Takeovers and Mergers (as amended from time to time) and as interpreted by The Panel on Takeovers and Mergers;

"**company**" includes any company, corporation or other body corporate, wherever and however incorporated or established;

"Control" and its derivatives means the power of a person in relation to another person to secure: (i) by means of the holding of shares or the possession of voting power in that person or any other person, or (ii) by virtue of any powers conferred by the articles of association or other document regulating or relating to that person, that the affairs of that person are conducted in accordance with the wishes of the person with such power;

"**Data Protection Law**" means (a) the General Data Protection Regulation ((EU) 2016/679) (the "**GDPR**") and any laws or regulations implementing or supplementing the GDPR, including the United Kingdom Data Protection Act 2018, (b) the laws or regulations implementing 2002/58/EC (ePrivacy Directive), including the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (c) any laws which replace, extend, re-enact, consolidate or amend any such laws including where applicable, the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the EUWA (as modified by applicable domestic law from time to time);

"**EUWA**" means the European Union (Withdrawal) Act 2018;

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"**FCA Rules**" means the UK Listing Rules, the Disclosure Guidance and Transparency Rules or the Prospectus Regulation Rules, as made by the Financial Conduct Authority in exercise of its functions as the competent authority pursuant to Part VI of the Financial Services and Markets Act 2000 (as amended from time to time);

"**Group**" means in relation to a party, that party and all its subsidiary undertakings, all its parent undertakings and all other subsidiary undertakings of each of its parent undertakings, and, for the avoidance of doubt, in respect of each member of the Recipient's Group, shall not include any portfolio or investee companies of funds managed and/or advised by the Recipient and its Affiliates;

"**MAR**" means the UK version of Regulation (EU) No 596/2014 which is part of UK law by virtue of EUWA;

"**officers**" includes in relation to a company, its directors, secretary and auditor;

"**parent undertaking**" and "**subsidiary undertaking**" shall have the same meaning as their respective definitions in the Companies Act 2006 and in interpreting these definitions, an undertaking shall be treated as a member of another undertaking if any of its shares in that other undertaking are registered in the name of another person as security (or in connection with the taking of security);

"**party**" means a party to this agreement and each of their respective successors and permitted assigns and "**parties**" means both of them;

"**person**" includes an individual, firm, partnership, body corporate, corporation, association, organisation, government, state, foundation and trust, in each case whether or not having separate legal personality;

"**Representative**" means in relation to any person, directors, the officers, employees, managers, members, agents, partners, or consultants of, or professional advisers (including, without limitation, lawyers, financial advisers, investment bankers, accountants, insurance brokers and insurers) to that person; and

"**Stock Exchange Rules**" means the rules and regulations of the London Stock Exchange or any other regulatory body or stock exchange on which the Recipient's shares are listed, traded or quoted.

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AS WITNESS the signatures of the parties or their duly authorised representatives on the date first above written.

Signed by [redacted], CEO	)	[redacted]
for and on behalf of	)	
PINEWOOD TECHNOLOGIES GROUP	)	…………………………………………
PLC	)	Director/Duly Authorised Signatory
Signed by …………………………………………	)	
for and on behalf of	)	
[●]	)	…………………………………………
	)	Director/Duly Authorised Signatory

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AS WITNESS the signatures of the parties or their duly authorised representatives on the date first above written.

Signed by [redacted]	)	
for and on behalf of	)	
PINEWOOD TECHNOLOGIES GROUP	)	…………………………………………
PLC	)	Director/Duly Authorised Signatory

Signed by [redacted]	)	[redacted]
for and on behalf of	)	
Ridgeview Partners LLC	)	……………………
	)	Director/Duly Authorised Signatory