

**DATED**

**7 April 2025**

---

- (1) **HGGC, LLC**
- (2) **INSPIRED PLC**

---

**CONFIDENTIALITY AGREEMENT**

---

## CONTENTS

1.	DEFINITIONS AND INTERPRETATION .....	2
2.	BIDDER'S OBLIGATIONS .....	4
3.	EXCEPTIONS .....	6
4.	RESTRICTIONS ON THE BIDDER .....	6
5.	INSIDE INFORMATION AND DEALING IN SECURITIES .....	8
6.	REMEDIES .....	9
7.	NOTICES .....	9
8.	GENERAL .....	9
9.	GOVERNING LAW AND JURISDICTION .....	10

**DATE**

**2025**

**PARTIES**

- (1) **HGGC, LLC**, whose registered office is at [REDACTED] (Bidder); and
- (2) **INSPIRED PLC**, a company incorporated and registered in England and Wales (with registered number 07639760), whose registered office is at Calder House, St Georges Park, Kirkham, Lancashire, United Kingdom PR4 2DZ (Target).

**IT IS AGREED**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this agreement the following definitions will apply:

**Affiliate**

in relation to a person, any company which is a subsidiary, any holding company or any company that is a subsidiary of the ultimate holding company of the relevant company and its and their respective directors, officers, employees, agents, advisers (including, without limitation lawyers, accountants, financial advisers and consultants) and/or funders of that person, but excluding any portfolio or investee company in which the Bidder funds have invested, and their subsidiary undertakings;

**Business Day**

any day (other than a Saturday, Sunday or public holiday) during which banks in London and New York are open for normal business;

**Code**

the City Code on Takeovers and Mergers;

**Confidential Information**

together:

- (a) information in whatever form (including written, oral, visual or electronic form, or on tape or disk) relating to the Target which is obtained by the Bidder or any of its Affiliates on or after the date of this agreement, whether directly or indirectly from, or pursuant to discussions with, the Target, or any of their respective Affiliates; and
- (b) all information regarding the Purpose and/or the Proposed Transaction, as applicable, the fact that discussions or negotiations are taking place between the Bidder and the Target, the terms, conditions or status of any such discussions or negotiations and the existence and contents of this agreement,

**Critical Person**

any person who is or was a senior management or executive-level employee, agent or director, consultant or independent contractor employed, appointed or engaged by the Target at any time within the Relevant Period who by reason of such employment, appointment or engagement and in particular his/her seniority and expertise or knowledge of trade secrets or Confidential Information or direct knowledge of, or influence over the clients, customers or suppliers of the Target;

**Customer**

any person who or which at any time during the Relevant Period is or was a client or customer of the Target Group for the sale or supply of Products or Services;

**Evercore**

Evercore of [REDACTED], financial adviser of the Target for the purpose of the Proposed Transaction;

**Group**

in relation to:

- (a) Bidder, any holding company of Bidder and any subsidiary of Bidder or any such holding company (in each case from time to time); and
- (b) Target, any holding company of Target and any subsidiary of Target or any such holding company (in each case from time to time),

and in each case **Group Company** shall be construed accordingly and where appropriate references to the Bidder or the Target shall include each relevant Group Company;

**Panel**

The Panel on Takeovers and Mergers;

**Permitted Recipient**

any person referred to in clause 2.2.1 to whom Confidential Information is disclosed;

**Products or Services**

products or services which are of the same kind as or of a materially similar kind to or competitive with any products or services sold or supplied by any Target Group Company or Bidder Group Company within the Relevant Period;

**Prohibited Activities**

the business of the Target as undertaken during the Relevant Period;

**Proposed Transaction**

the potential offer to acquire the entire issued and to be issued share capital of the Target by the Bidder;

**Purpose**

in relation to the Bidder, its assessment and evaluation of the Target in connection with the Proposed Transaction; and

**Relevant Period**

the period of 12 months immediately prior to the date of this agreement.

1.2 In this agreement, a reference to:

- 1.2.1 a clause is, unless otherwise stated, a reference to a clause of this agreement;
- 1.2.2 a statutory provision includes a reference to that statutory provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this agreement;
- 1.2.3 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Companies Act 2006) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Companies Act 2006);
- 1.2.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.5 a party means a party to this agreement and includes its permitted assignees and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his estate and personal representatives;
- 1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.7 writing shall, subject to clause 7.4, include any mode of reproducing words in a legible and non-transitory form; and

- 1.2.8 this agreement or any provision of this agreement is to this agreement or that provision as in force for the time being and as amended from time to time in accordance with the terms of this agreement.
- 1.3 The contents table and headings in this agreement are for convenience only and do not affect the interpretation or construction of this agreement.
- 1.4 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.5 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

## 2. **BIDDER'S OBLIGATIONS**

### 2.1 **Confidentiality obligations**

In consideration of the Target and its advisers making available to the Bidder and/or any of its Affiliates Confidential Information relating to the Target, the Bidder undertakes to the Target (for itself and for the benefit of each Target Group Company) that (save where it has obtained the prior written consent of the Target) it shall:

- 2.1.1 keep the Confidential Information secret and confidential save as specified in Clause 8.1;
- 2.1.2 use the Confidential Information strictly for the Purpose and on the terms of this agreement and not use or exploit it in any other way;
- 2.1.3 not directly or indirectly disclose or make available all or any part of the Confidential Information to any person except as expressly permitted under this agreement;
- 2.1.4 take all reasonable steps to ensure that no person gets access to, or obtains, any Confidential Information except as expressly permitted under this agreement;
- 2.1.5 not transfer or disclose any personal data (as defined in the EU General Data Protection Regulation 2016/679 (**GDPR**)) contained in the Confidential Information outside the European Economic Area except in compliance with all applicable requirements of the GDPR and any other applicable data protection legislation to the extent that such GDPR has force and effect in the United Kingdom at the date hereof;
- 2.1.6 notify the Target promptly on becoming aware or reasonably suspecting that a breach of this agreement has occurred or may occur;
- 2.1.7 only make such copies of any Confidential Information as are necessary for the Purpose;
- 2.1.8 not use any of the Confidential Information in the future conduct of the Bidder or any member of the Bidder Group trading operations (except as necessary for the Purpose or the Proposed Transaction, as applicable) or to gain any commercial or other advantage over the Target;
- 2.1.9 not make any contact, save for in the ordinary course of business (and then provided it is not in connection with the Purpose or the Proposed Transaction, as applicable), with the Target or any of its Affiliates or Customers in connection with the Purpose or the Proposed Transaction, as applicable, without the prior written consent of Evercore; and
- 2.1.10 to the extent reasonably practicable, mark as confidential any documents, disks or other media containing or reflecting any Confidential Information.

### 2.2 **Permitted disclosure**

- 2.2.1 Subject to compliance with clause 2.2.2, the Bidder may disclose Confidential Information to:

- (a) its and its Affiliates' directors, officers and employees whose knowledge of the Confidential Information is necessary for the Purpose or the Proposed Transaction, as applicable (in the Bidder's reasonable opinion);
- (b) the agents, advisers or consultants engaged by it to advise it in connection with the Purpose or the Proposed Transaction, as applicable;
- (c) bankers, potential investors or funders (and their respective agents, advisers or consultants) in connection with it securing funding for the Proposed Transaction but only to the extent the identity of such banker, potential investor or funders (and their respective agents, advisers or consultants) was previously approved in writing by Evercore (not to be unreasonably withheld or delayed); and
- (d) insurance brokers and potential insurers (and their respective agents, advisers and consultants) in connection with providing any insurance relating to the Proposed Transaction but only to the extent the identity of such insurance broker and potential insurer (and their respective agents, advisers and consultants) was previously approved in writing by Evercore (not to be unreasonably withheld or delayed).

2.2.2 Where Confidential Information is disclosed to a Permitted Recipient, the Bidder and the relevant Permitted Recipient, as applicable, shall:

- (a) before the Confidential Information is disclosed, inform the Permitted Recipient that the information is confidential; and
- (b) ensure that (i) its officers, directors, members, partners and employees and (ii) (to the extent that it has the power to do so and so far as it may be reasonably possible) any further Permitted Recipient complies with all the provisions of this agreement that are applicable to Permitted Recipients (which, for the avoidance of doubt, shall include clauses 2.1 and 2.3) as if they were the Bidder.

## 2.3 **Announcements**

2.3.1 Subject to clauses 2.3.2 and 2.3.3 neither the Bidder nor any of its Affiliates will make, or permit or procure to be made or solicit or assist any person to make, any announcement of the Proposed Transaction without the Target's prior written consent (which may be given on such terms as the Target considers appropriate).

2.3.2 If the Bidder is required by law, or, if relevant, the regulations of any stock exchange or listing authority or the Code or the Panel or any other governmental or regulatory organisation to which you are subject to disclose any Confidential Information, it will, so far as it is lawful and practical to do so prior to any such disclosure, promptly notify the Target of such requirement so as to enable the Target to contest such disclosure or otherwise agree in good faith the content and timing of such disclosure.

2.3.3 If the Bidder is unable to inform the Target before disclosing any Confidential Information pursuant to clause 2.3.1, it shall (where permitted by law) inform the Target promptly after the disclosure of the material circumstances of the disclosure and all material details of the information that has been disclosed. The Bidder shall not be required to inform the Target in relation to confidential disclosures made as part of routine examinations by regulatory or government authorities.

## 2.4 **Return or destruction of information**

2.4.1 Upon written request by the Target at any time, the Bidder shall and shall direct its Affiliates and Permitted Recipients to within 20 Business Days of such termination, subject to applicable laws, regulations and *bona fide* internal document retention policies and procedures:

- (a) destroy or return (or procure the destruction or return) to the Target of all documents and materials in a documentary or tangible form containing,

reflecting, incorporating or based on any Confidential Information and including all material relating to that Confidential Information;

- (b) erase (or procure the erasing of) any Confidential Information from its computer and communications systems and devices, or which is stored in electronic form;
- (c) direct that all its Affiliates and Permitted Recipients take the steps referred to in clauses 2.4.1(a) and (b);
- (d) provide to the Target confirmation in writing from the Bidder in its personal capacity as well as for and on behalf of the Target confirming compliance with the terms in clause 2.4.1.

### 3. EXCEPTIONS

3.1 This agreement shall not prohibit the disclosure of Confidential Information to the extent such disclosure is required:

- 3.1.1 by law, regulation, legal proceedings (including court orders and subpoenas) or similar ordinance;
- 3.1.2 by the rule of a stock exchange on which the shares of a party are listed or traded; or
- 3.1.3 by a governmental, regulatory, self-regulatory or other authority with relevant powers, including, without limitation the Code and the Panel.

3.2 This agreement does not apply to Confidential Information which:

- 3.2.1 at the date of disclosure is publicly known or which, at any time after that date, becomes publicly known (other than by breach of this agreement by the Bidder or any other person referred to in clause 2.2.1); or
- 3.2.2 was already properly and lawfully in the possession of the Bidder or any of its respective Affiliates, without any obligation of confidentiality, before the date of its direct or indirect disclosure;
- 3.2.3 after the date of this agreement comes into the possession of the Bidder or any of its respective Affiliates from a third party without any obligation of confidentiality to the Target; or
- 3.2.4 is agreed in writing between the Parties to not be confidential.

### 4. RESTRICTIONS ON THE BIDDER

4.1 In consideration of the Target making Confidential Information available to the Bidder, the Bidder undertakes with the Target that it will not, either solely or jointly, directly or indirectly, alone or in conjunction with or on behalf of or through any other person and whether as principal, shareholder, director, employee, agent, consultant, partner, member or any other capacity for so long as negotiations relating to the Purpose and/or the Proposed Transaction, as applicable, are continuing and for a period of 18 months commencing on the date of this agreement:

- 4.1.1 initiate or participate in any discussions, or have contact of any kind, with any officer or employee of the Target Group relating to the Purpose and/or the Proposed Transaction, as applicable, except as permitted by this agreement or otherwise in the ordinary and normal course of business. The foregoing shall not restrict contact made in the course of general industry diligence not specifically relating to the Target;
- 4.1.2 solicit, induce or entice away from the Target Group, or attempt to solicit, induce or entice away from the Target Group, in any case in connection with a business in or proposing to be in competition with the Target Group, a Critical Person, whether or not such person would commit any breach of his contract of employment or engagement by leaving the service of the Target Group, except where such Critical Person has responded to a bona fide general advertisement of employment;

- 4.1.3 employ or engage, or offer to employ or engage, in any case in connection with a business in or proposing to be in competition with the Target Group, a Critical Person, whether or not such person would commit any breach of his contract of employment or engagement by accepting such employment or engagement, except where such Critical Person has responded to a bona fide general advertisement of employment; or
- 4.1.4 in competition with the Target Group, use the Confidential Information acquired for the Purpose to solicit any order, enquiry or business in respect of any Prohibited Activities, or for the sale or supply of any Products or Services, from any Customer.
- 4.2 Each restriction in clause 4.1 is separate and independent of the others.
- 4.3 The parties consider the restrictions contained in clause 4.1 to be reasonable as between themselves and the public interest. If, however, any of them are found by a court to be unreasonable or unenforceable but would be reasonable and enforceable if deleted in part or reduced in application, then the restrictions shall apply with such deletion or reduction in application as may be necessary to make it reasonable and enforceable.
- 4.4 Save in respect of the implementation of a recommended offer and without prejudice to any obligations it may have at law or under the Code, the Bidder shall not and shall procure that none of its Affiliates (or any other person) acting in concert with it, shall, without the prior written consent from the Target, for a period of 6 months from the termination of discussions between the Parties of the Proposed Transaction and/or the Purpose (such termination being notified by the terminating Party to the other in writing):
  - 4.4.1 in any manner acquire, announce an intention to acquire or enter into any agreement, arrangement or undertaking to acquire, or procure or induce any other person to acquire, announce an intention to acquire or enter into any agreement, arrangement or undertaking to acquire, any interest in securities (as defined by the Code) of the Target;
  - 4.4.2 make a general offer for all or part of the share capital of the Target;
  - 4.4.3 announce, or take any action which under the Code would require the announcement of, any proposals for any takeover, merger, consolidation or share exchange or similar transaction involving the shares of the Target;
  - 4.4.4 make or in any way participate, directly or indirectly, in any solicitation of proxies or votes, or any attempt to influence votes, from or by any holder of voting shares or other securities in the Target in connection with any vote on any matters submitted or proposed to be submitted to a vote of holders of voting shares or other securities in the Target;
  - 4.4.5 otherwise act to seek to control or influence the management, board of directors, shareholders or policies or affairs of the Target or any member of the Target's Group;
  - 4.4.6 requisition or induce or attempt to induce any other person to requisition any general meeting of the Target or circulate any proposals to shareholders of the Target;
  - 4.4.7 enter into any agreement, understanding or arrangement with any person with respect to the holding, voting or disposition of any securities of the Target;
  - 4.4.8 seek election to or seek to place a representative on the board of directors of the Target or seek a renewal of any member of the board of directors of the Target.
- 4.5 The provisions of clause 4.4 shall cease to apply upon any announcement by the Target that it is seeking one or more potential offerors by means of a formal sales process (as referred to in the Code).
- 4.6 Nothing in clause 4.4 will prevent the Bidder from acquiring any interest in securities (as defined by the Code) in the Target or making a general offer for all or part of the share capital of the Target where a third party not acting in concert with the Bidder has announced a firm intention to make an offer for the Target under Rule 2.7 of the Code.

- 4.7 Nothing in this agreement is intended to constitute an offer-related; arrangement within the meaning of rule 21.2 of the Code and the parties shall each procure that no such arrangement is entered into at any time without the prior consent of the Panel.
- 4.8 The provisions of clause 4.4 shall not prevent or restrict:
- 4.8.1 any dealing in securities in the ordinary course of share trading, dealing, fund management, investment banking or other banking business by any person, provided that such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, an individual who is in receipt of any Confidential Information;
  - 4.8.2 entering into irrevocable undertakings or letters of intent with shareholders of the Target either (i) immediately prior to the announcement of an offer but only where the Target has confirmed that the offer is to be recommended by the board of directors of the Target under the Code; or (ii) otherwise prior to such announcement where the Target has given its consent to the Bidder or any of the Bidder's Affiliates to discuss an irrevocable undertaking or letter of intent with the relevant shareholder(s); or
  - 4.8.3 any announcement required by the Panel to be made under Rule 2.2 of the Code or any disclosure made pursuant to clause 2.3 of this letter.

5. **INSIDE INFORMATION AND DEALING IN SECURITIES**

- 5.1 The Bidder acknowledges that some or all of the Confidential Information may in whole or in part constitute "inside information" for the purposes of Part V Criminal Justice Act 1993 (the **CJA**) and the Market Abuse Regulation (EU) No. 596/2014 as it applies to domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (**UK MAR**), and that any officers, employees, agents or advisers of the Bidder who are in, or acquire, possession of Confidential Information shall have "information as an insider" for the purposes of the CJA or inside information under UK MAR.
- 5.2 The Bidder undertakes, and shall direct its Affiliates and Permitted Recipients to undertake, that if, and for so long as, it is prohibited by law from doing so they shall not:
- 5.2.1 deal (as defined in section 55 of the CJA) in the securities of the Target;
  - 5.2.2 encourage another person to deal (as aforesaid) in the securities of the Target;
  - 5.2.3 disclose the Confidential Information to any person save as provided for in this agreement; or
  - 5.2.4 engage in any activity which would constitute market abuse under UK MAR,
- and the Bidder undertakes that it shall obtain competent independent legal advice before taking any action which may constitute a breach of any such legal prohibition.
- 5.3 The Bidder agrees that no behaviour amounting to market abuse in relation to any qualifying investment or relevant product shall be based on the Confidential Information (and, for the purposes of this clause 5.3, each of the terms "behaviour", "market abuse", "qualifying investment" and "relevant product" shall have the respective meanings given to each of those terms in the MAR 1 Market Abuse provisions of the FCA Handbook published by the Financial Conduct Authority from time to time).
- 5.4 The Bidder consents to being made an insider within the meaning of the CJA and shall bring to the attention of its officers, employees, agents or advisers who, from time to time, have information as an insider:
- 5.4.1 the prohibitions on insider dealing contained in the CJA; and
  - 5.4.2 the prohibitions on insider dealing and market manipulation (market abuse) contained in UK MAR.
- 5.5 The Bidder:
- 5.5.1 shall maintain an insider list (in the format and containing the information prescribed by UK MAR) with respect to those who have access to inside information contained in the Confidential Information (the **Insider List**);

5.5.2 shall keep the Insider List for at least five years from the date on which it is drawn up or updated and shall send an up-to-date copy of the Insider List to the Target promptly upon request; and

5.5.3 shall take all reasonable steps to ensure that everyone named on the Insider List has acknowledged their legal and regulatory duties entailed in having access to inside information and is aware of the sanctions attaching to the misuse or improper circulation of that information.

5.6 The Bidder confirms that it is aware of, and shall comply fully with, its obligations under all applicable law and regulations relating to unpublished, price-sensitive information.

## 6. **REMEDIES**

6.1 The Target's rights and remedies under this agreement are cumulative and not exclusive of any rights and remedies provided by law.

6.2 A waiver of any right or remedy under this agreement or in law is only effective if it is given in writing and is signed by or for the person waiving that right or remedy. Any such waiver shall only apply to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

6.3 Any failure or delay in exercising a right or remedy under this agreement or in law shall not be a waiver of that (or any other) right or remedy. Any single or partial exercise, or non-exercise or non-enforcement, of any such right or remedy shall not prevent or restrict any further or other exercise or enforcement of that (or any other) right or remedy.

6.4 Nothing in this agreement shall prevent or restrict any party from applying for interlocutory relief in relation to any breach or suspected intended breach of any of the terms of this agreement.

## 7. **NOTICES**

7.1 Any notice given pursuant to this agreement shall be by email or in writing signed by, or on behalf of, the person issuing the notice. Any written notice shall be delivered by hand or by prepaid recorded delivery first class post to, in the case of either party, its registered office address for the time being or such other address for service in the United Kingdom as that party may from time to time notify to the other.

7.2 In the absence of evidence of earlier receipt and subject to clause 7.3, notices served in accordance with clause 7.1 shall be deemed to have been received:

7.2.1 If delivered by email, at the time of actual delivery;

7.2.2 if delivered by hand, at the time of actual delivery to the address referred to in clause 7.1; and

7.2.3 if delivered by prepaid recorded delivery first class post, two Business Days from the date of posting.

7.3 If deemed receipt under clause 7.2 occurs on a day which is not a Business Day or after 5.00 pm on a Business Day, the relevant notice shall be deemed to have been received at 9.00 am on the next Business Day.

7.4 For the avoidance of doubt, notice given under this agreement shall not be validly served if sent by fax.

## 8. **GENERAL**

8.1 This obligations set out in this agreement will survive the termination of any discussions or negotiations between you and the Target regarding the Purpose and/or the Proposed Transaction, as applicable, and is to continue in full force and effect for a period of 24 months after the date of this agreement (with the exception of clause 4 which will remain effective for the time periods set out in clause 4), provided that if you complete the Proposed Transaction then the obligations contained in this agreement shall not apply if the Confidential Information relates solely to the Target or a member of the Target Group.

8.2 No proprietary or other right or licence is granted to the Bidder or any of its respective Affiliates in relation to any Confidential Information except as expressly set out in this agreement.

- 8.3 No variation to this agreement shall be effective unless made in writing and signed by or on behalf of all the parties to this agreement.
- 8.4 If any provision of this agreement is found to be unlawful, invalid or unenforceable but would be lawful, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletions as may be necessary to make it lawful, valid or enforceable.
- 8.5 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All the counterparts shall together constitute one and the same agreement, which shall be deemed executed when counterparts executed by all of the parties to this agreement are delivered.
- 8.6 Subject to clause 8.7, a person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this agreement. No party to this agreement may hold itself out as trustee of any rights under this agreement for the benefit of any third party unless specifically provided for in this agreement.
- 8.7 Each member of the Bidder's Group and each member of the Target Group is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement which confers (expressly or impliedly) any benefit on such company.

**9. GOVERNING LAW AND JURISDICTION**

- 9.1 This agreement is governed by and interpreted in accordance with the laws of England and Wales. Non-contractual obligations (if any) arising out of or in connection with this agreement (including its formation) shall be governed by the laws of England and Wales.
- 9.2 The parties agree to submit to the exclusive jurisdiction of the English Courts in relation to any claim or matter (whether contractual or non-contractual) arising under this agreement and each party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this agreement.

**10. PRIVATE EQUITY ACKNOWLEDGEMENT**

- 10.1 Subject to the Bidder's observance of and without prejudice to the obligations set forth herein, this agreement shall not prevent the Bidder or its Permitted Recipients from evaluating a possible investment in and/or collaborating with, or entering into any transaction with (including an investment in), or monitoring, managing, maintaining or otherwise acting with respect to an investment in, a company whose business is similar to or competitive with the business of the Target. The Target acknowledges that the Bidder deals with many companies, some of which may, independently of the Target, pursue similar or competitive paths regarding their services, technology and/or market development plans to those which are or may be pursued by the Target.
- 10.2 The Target acknowledges that the Bidder's personnel may serve as directors of portfolio companies of its affiliated investment funds. Such portfolio companies will not be deemed to have received Confidential Information solely due to the dual role of any such person so long as such person does not provide Confidential Information to and does not discuss the Purpose and/or the Proposed Transaction with the other personnel of such portfolio companies (except for other individuals serving multiple roles as contemplated hereby).

**THE PARTIES** have executed this agreement as a deed and delivered it on the date first set out above.

**EXECUTED and DELIVERED as a DEED by )**  
**INSPIRED PLC acting by a Director in the )**  
presence of: )

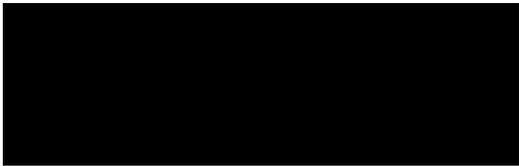
  
.....  
Director

Witness signature:



Witness name:

Address:



Occupation:

**EXECUTED and DELIVERED as a DEED by )**  
**HGGC, LLC acting by a Director in the )**  
presence of: )

.....  
Director

Witness signature:

Witness name:

Address:

Occupation:

Witness name:

Address:

Occupation:

**EXECUTED and DELIVERED as a DEED by )**  
**HGGC, LLC acting by a Director in the )**  
presence of: )



Director

Witness signature:



Witness name:



Address:



Occupation:

