

TERMS AND CONDITIONS OF ACCESS TO BESWICKS' WEBSITE DATA ROOM

- 1 In offering this website data room (**Data Room**) Beswicks Solicitors LLP (OC322184) of Sigma House, Lakeside, Festival Way, Festival Park, Stoke-on-Trent, Staffordshire, ST1 5RY (**Beswicks**) has made available a facility which allows viewers (**Viewers**) to access via the Internet information (**Information**) relating to a proposed business transaction (**Transaction**) involving of one of its clients (**Client**).
- 2 In consideration for accessing the Information, Viewers must agree to these terms and conditions in connection with their use of the Data Room.
- 3 Whilst using the Data Room Viewers must:
 - 3.1 take all reasonable steps to ensure that none of the Information is visible to, or capable of being overlooked by, other persons;
 - 3.2 not leave computers or other communications device through which the service is accessed unattended whilst connected to the Data Room;
 - 3.3 ensure that the browser is closed when they have finished using the Data Room; and
 - 3.4 not deface, mark, alter, modify, vary (including varying the sequence of) damage or destroy in any way any Information contained in the Data Room.
- 4 Viewers must not disclose to any other person passwords, user names, project names, website addresses or any other information provided to them for the purpose of gaining access to the Data Room.
- 5 Viewers shall keep all the Information contained in the Data Room 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 Client (which may be given on such terms as it considers appropriate) except for:
 - 5.1 the purpose of facilitating negotiations between potential participants in the Transaction; or
 - 5.2 Information which is in or which enters the public domain otherwise than as a consequence of a breach of these terms and conditions.
- 6 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 and Viewers agree, on their own behalf and on behalf of any person to whom they make known any part of the Information (in accordance with these terms and conditions) that, except as may be otherwise provided in any

final agreement relating to the proposed Transaction, none of the Client or any of its professional advisers, or any of its subsidiary undertakings, or any of their respective partners, directors, employees, advisers or agents have any liability to the Viewer, potential participants in the Transaction or any such person to whom information is made known, resulting from the use of the Information. In making the Information available, the Seller 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.

- 7 While reasonable effort has been made to ensure that the Information is free of viruses and other forms of malicious or otherwise harmful content, each Viewer confirms that it accesses the Information entirely at its own risk. The Client and Beswicks accept no responsibility for any loss or damage that may be suffered in connection with the Viewer's use of the Information.
- 8 Each Viewer confirms that at the Client or Beswicks' request it will:
 - 8.1 return to the Client or, at its option, destroy all Information downloaded from the Data Room 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);
 - 8.2 delete all information downloaded from the Data Room and any information derived or generated therefrom from any computer, word processor, mobile telephone, Personal Digital Assistant or other like device in the its possession, custody or control or in the possession, custody or control of others to whom such information is made known in whatever form; and
 - 8.3 provide a certificate confirming that the provisions of paragraph and paragraph have been complied with.

