

Execution Version

DATED 11th May 2023

BEST OF THE BEST PLC
as BOTB

GLOBE INVEST LIMITED
as Globe Invest

CONFIDENTIALITY AGREEMENT

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DATED 11TH MAY 2023.

PARTIES

- (1) **BEST OF THE BEST PLC** (company no 03755182), a company incorporated in England and Wales whose registered office is at 2 Plato Place, 72-74 St Dionis Road, London, SW6 4TU ("**BOTB**");
- and
- (2) **GLOBE INVEST LIMITED** (company no HE398781), a company incorporated under the laws of Cyprus whose registered office is at 4 Foti Pitta, Labs Tower, 13th and 14th Floors, Nicosia, Cyprus ("**Globe Invest or GI**").

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Authorised Recipients**" has the meaning given to it in Clause 2(d) of this Agreement.

"**BOTB Group**" means BOTB and its subsidiary undertakings from time to time.

"**Business Day**" means a day (other than a Saturday or Sunday) on which the clearing banks in the City of London are open for business.

"**Code**" means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel on Takeovers and Mergers.

"**Confidential Information**" of a party to this Agreement means:

- (a) in respect of BOTB, all information relating to the BOTB Group or the Transaction which is of a confidential nature and includes, but is not limited to information of whatever nature relating to the BOTB Group which is disclosed, directly or indirectly, whether before or after the execution of this Agreement, in whatever form (including without limitation, written, visual, oral, electronic or on tape or disk) to any GI Affiliates, or any of their respective officers, employees, representatives or advisers by or on behalf of the BOTB Group or any of the officers, employees, representatives or advisers of any member of the BOTB Group (including, but not limited to, details of the BOTB Group's operations, forecasts, budgets, processes, plans, intentions, product/services information, know-how and other intellectual property, trade secrets, marketing knowledge, customers, suppliers, staff and business affairs which are confidential or proprietary);
- (b) in respect of Globe Invest, all information relating to Globe Invest, any GI Affiliates, TS or the Transaction which is of a confidential nature and includes, but is not limited to information of whatever nature relating to such persons which is disclosed, directly or indirectly, whether before or after the execution of this Agreement, in whatever form (including without limitation, written, visual, oral, electronic or on tape or disk) to any member of the BOTB Group, or any of the officers, employees, representatives or advisers of any member of the BOTB Group by or on behalf of TS, Globe Invest or any GI Affiliates or any of their respective officers, employees,

representatives or advisers (including, but not limited to, details of the relevant person's operations, forecasts, budgets, processes, plans, intentions, product/services information, know-how and other intellectual property, trade secrets, marketing knowledge, customers, suppliers, staff and business affairs which are confidential or proprietary);

- (c) information derived from information falling within paragraph (a) or paragraph (b) including analyses, compilations, studies and other documents whether or not prepared by the other parties or on their behalf which contain or otherwise reflect or are generated from, in respect of members of the BOTB Group, the information specified in paragraph (a) or, in respect of TS, Globe Invest or any GI Affiliates, the information specified in paragraph (b);
- (d) the existence and contents of this Agreement; and
- (e) the fact that the discussions in relation to the Transaction are taking (and, if they terminate, have taken) place and the content of the discussions,

but does not include information:

- (f) which is or becomes publicly available, other than as a result of a breach of this Agreement;
- (g) which a party can demonstrate was lawfully in its possession prior to disclosure of such information by another party or on its behalf or becomes lawfully available to it from a third party, in each case free from any confidentiality restrictions; or
- (h) which is independently developed for or arrived to without any reliance on or use of the information disclosed or information derived from it.

"Copies" means copies of Confidential Information of a party including any document, electronic file note, extract analysis, study, plan, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.

"DPA 2018" means the Data Protection Act 2018.

"Data Protection Laws" means any applicable data protection or privacy laws, regulations or other similar instruments in force from time to time in any jurisdiction, including the UK GDPR and DPA 2018.

"Data Subject Request" means any request from a Data Subject concerning his or her rights of access to, rectification, erasure, objection to or restriction of processing of Personal Data under the Data Protection Laws.

"GI Affiliates" means the members of the Globe Invest Group, TS and the TS Investees.

"Globe Invest Group" means Globe Invest and its subsidiary GlobeInvestUK Ltd, a company incorporated under the laws of England and Wales, with company number 12667929 having its registered address at Labs Atrium, Stables Market, NW1 8AH, London, UK.

"Permitted Purpose" means considering, evaluating, negotiating and effecting the proposed Transaction and its financing.

"Personal Data" means any personal data that forms part of the Confidential Information or is otherwise provided to a GI Affiliate by, or on behalf of, any member of the BOTB Group for the purposes of the proposed Transaction.

"Personal Data Breach" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data.

"Transaction" means a proposed offer for the entire issued share capital of BOTB not already beneficially owned by GI proposed to be made by GI (or by a special purpose vehicle to be incorporated and wholly owned by TS) in accordance with the Code (whether such offer is implemented by a contractual offer or a scheme of arrangement under Part 26 of the Companies Act 2006).

"TS" means Mr Teddy Sagi, the ultimate beneficial owner of Globe Invest and who would be the ultimate beneficial owner of any special purpose vehicle that would be the offeror in the Transaction.

"TS Investees" means any body corporate in which TS has a controlling interest from time to time.

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 1.2 In this Agreement reference to the terms **"body corporate"**, **"holding company"**, **"subsidiary"**, **"parent undertaking"** and **"subsidiary undertaking"** shall be interpreted in accordance with the Companies Act 2006.
- 1.3 In this Agreement the terms **"Controller"**, **"Data Subject"**, **"Personal Data"** and **"processing"** (and all derivations thereof) shall have the meanings ascribed to them in the Data Protection Laws.
- 1.4 In this Agreement the term **"acting in concert"** shall be interpreted in accordance with the Code.
- 1.5 In this Agreement the term **"control"** means: (a) in relation to a body corporate (**"company A"**), the power of a person (**"P"**) to secure: (i) by means of the holding of shares or the possession of voting power in relation to that or any other body corporate; or (ii) as a result of any powers conferred by the articles of association or other document regulating that or any other body corporate, that the affairs of company A are conducted in accordance with P's wishes; or (b) in relation to a partnership, the right of a share of more than half the assets, or of more than half the income, of the partnership, and **"controlled by"** and **"controlling interest"** shall be construed accordingly.
- 1.6 In this Agreement the interpretation of general words shall not be restricted by words indicating a particular class or particular examples.
- 1.7 The headings in this Agreement are for ease of reference only and are to be ignored when interpreting this Agreement.

2 CONFIDENTIALITY OBLIGATIONS

In consideration for the parties agreeing to provide each other with Confidential Information, each party undertakes to the other parties that:

- (a) it will treat all Confidential Information of the GI Affiliates (in the case of BOTB) or of the BOTB Group (in the case of Globe Invest) as private and confidential and will safeguard it accordingly;
 - (b) it will use the Confidential Information of the GI Affiliates (in the case of BOTB) or of the BOTB Group (in the case of Globe Invest) only for the Permitted Purpose;
 - (c) it will only make Copies to the extent necessary for the Permitted Purpose;
 - (d) it will not directly or indirectly disclose Confidential Information of the GI Affiliates (in the case of BOTB) or of the BOTB Group (in the case of Globe Invest) nor allow it to be disclosed in whole or in part to any person, except:
 - (i) in the case of Confidential Information that relates to BOTB or the BOTB Group:
 - (A) to members of the Globe Invest Group or any of their respective officers, employees and advisers to the extent reasonably necessary for the Permitted Purpose;
 - (B) to TS and any TS Investees, and any of their respective officers, employees and advisers, to the extent reasonably necessary for the Permitted Purpose; and
 - (C) to any named potential finance providers as BOTB may (in each case) approve in advance in writing (such consent not to be unreasonably withheld, delayed or conditioned) for the purpose of securing financing for the Transaction; and
 - (ii) in the case of Confidential Information that relates to the GI Affiliates, to members of the BOTB Group or any of their respective officers, employees, representatives and advisers to the extent reasonably necessary for the Permitted Purpose,
- (each an "**Authorised Recipient**" and together, the "**Authorised Recipients**");
- (e) it will inform each Authorised Recipient of the confidential nature of the Confidential Information of the GI Affiliates (in the case of BOTB) or of the BOTB Group (in the case of Globe Invest) and the restrictions imposed by this Agreement;
 - (f) it will use all reasonable endeavours to cause all its respective Authorised Recipients to comply with the provisions of this Agreement (as if they were named in its place), and it shall be responsible for any breach by any Authorised Recipient;
 - (g) it will keep confidential all passwords and user names associated with any online data base, portal or virtual data room made available for the purpose of sharing or accessing the Confidential Information and in such a way so as to prevent access by any person who is not an Authorised Recipient;

- (h) it will notify the other parties in writing on becoming aware that a person other than an Authorised Recipient has come into possession of, or become aware of, any of the Confidential Information of another party in breach of the terms of this Agreement and it shall promptly provide all such information as the other parties may reasonably require in order to assess such matter; and
- (i) without limitation to the provisions of Clause 2(b), it shall not use nor allow its Authorised Recipients to use the Confidential Information of the other parties, directly or indirectly, for the purpose of its own business or to obtain a commercial advantage or otherwise to the detriment of any member of the BOTB Group or any GI Affiliate (as applicable).

3 REPRESENTATIONS AND WARRANTIES

3.1 No party (nor, in the case of BOTB, any member of the BOTB Group nor any officers, employees, representatives or advisers of a member of the BOTB Group, or, in the case of GI, any GI Affiliate or any officers, employees, representatives or advisers of a GI Affiliate) makes (or is authorised to make) any representation or warranty (express or implied) with respect to:

- (a) the accuracy or completeness of its Confidential Information or as to the reasonableness of any assumptions on which any of the same is based;
- (b) as to whether or not the exploitation of its Confidential Information will infringe any intellectual property or other rights of any other person; or
- (c) that its Confidential Information will remain unchanged after its supply to any party.

3.2 Accordingly, each party acknowledges that, other than pursuant to the terms of a definitive agreement providing for the implementation of the Transaction:

- (a) no member of the BOTB Group or any GI Affiliate (as applicable) or their respective directors, officers, employees, representatives, advisers or agents shall have any liability to the other parties or any member of the BOTB Group or any GI Affiliate (as applicable) or their respective advisers in evaluating its Confidential Information or in relation to the Transaction;
- (b) no member of the BOTB Group or any GI Affiliate (as applicable) or their respective directors, officers, employees, representatives, advisers or agents shall owe any duty of care to the other parties (or any other person) or their respective Authorised Recipients;
- (c) neither it nor any other person will seek to bring any claim against the BOTB Group or any GI Affiliate (as applicable) or any of their respective officers, employees, representatives or advisers in relation to the accuracy, adequacy, reasonableness or completeness of the Confidential Information; and
- (d) no member of the BOTB Group or any GI Affiliate (as applicable) or any of their respective directors, officers, employees, advisers or agents will be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of any reliance on any statement contained in or omitted from the Confidential Information.

3.3 Clause 3.2(a) and Clause 3.2(d) do not exclude or limit liability for, or any remedy in respect of, fraud or fraudulent misrepresentation.

4 STATUS

4.1 No documents or information made available by one party to another party or its Authorised Recipients will constitute an offer or invitation or form the basis of any contract.

4.2 Nothing in this Agreement shall be construed as requiring any member of the BOTB Group or any GI Affiliate to disclose Confidential Information.

4.3 No party is under any obligation to enter into an agreement with respect to the Transaction.

5 AUTHORISED CONTACT

5.1 During the course of discussions in relation to the Transaction:

(a) GI Affiliates shall only have contact in connection with the Transaction with (i) directors of BOTB; and/or (ii) those directors and employees of the BOTB Group and those directors, partners and employees of BOTB's advisers as nominated or agreed in writing by BOTB; and

(b) BOTB shall only have contact in connection with the Transaction with (i) TS; (ii) directors of GI; and (iii) those directors and employees of any GI Affiliates and those directors, partners and employees of the advisers of TS and/or any GI Affiliates as nominated or agreed in writing by Globe Invest.

5.2 Subject to Clause 5.1, Globe Invest shall not in connection with the Transaction (or with a view to eliciting information in relation to it), and shall procure that no member of the Globe Invest nor any TS Investee that may act as offeror in the Transaction shall, contact any other person connected in any way with the BOTB Group (including, without limitation, the customers, bankers or suppliers of the BOTB Group, any person known by TS or Globe Invest to have a direct or indirect economic interest in any member of the BOTB Group and the officers, employees, agents or advisers of any member of the BOTB Group) without BOTB's prior written consent.

6 LEGAL COMPULSION TO DISCLOSE

6.1 If any party or any of their respective Authorised Recipients or anyone to whom they transmit any Confidential Information becomes (or it is reasonably likely that they shall become) required pursuant to any law, regulation, court order, or the rules of any stock exchange, securities authority or other governmental or regulatory body (including without limitation, the provisions of the Code) to disclose any Confidential Information or to disclose or announce any details of the Transaction, the relevant party shall to the extent permissible and reasonably practicable, promptly give written notice of that fact to the other parties and consult with the other parties with a view to agreeing the timing and content of the disclosure or announcement.

6.2 Upon receiving notice of the required disclosure or announcement, another party may, at its expense, seek an appropriate remedy to prevent disclosure or waive compliance with the provisions of this Agreement preventing disclosure. If it elects to challenge the validity of the requirement to disclose, the party required to disclose Confidential Information shall, at the other party's expense, cooperate in a commercially reasonable manner with this challenge.

6.3 For the purposes of Clause 6.1, if a party is prevented by law from informing another party before the Confidential Information is disclosed, the disclosing party shall only be entitled to disclose Confidential Information to the extent required and shall (to the extent permitted by law) inform the other parties promptly after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.

6.4 For the avoidance of doubt, nothing in this Agreement shall (or is intended to) prevent or restrict BOTB or Globe Invest from complying with their obligations under the Code and/or prevent or restrict BOTB from making any announcement required under Rule 2 of the Code.

7 RECORDS AND RETURN OF CONFIDENTIAL INFORMATION

7.1 All Confidential Information shall remain the property of the disclosing party. If any party at any time requests, the other parties shall as soon as reasonably practicable:

- (a) return to the person who supplied it all Confidential Information in tangible form without retaining any Copies (or in relation to information falling within paragraph (c) of the definition of "Confidential Information" destroy it);
- (b) destroy all other records of other persons' Confidential Information (including any Copies held on computer or information storage system) provided that this obligation shall not apply to computer records held in archive or back-up systems of that party or its Authorised Recipients and which cannot be destroyed without incurring unreasonable effort. Any such Confidential Information held in such systems shall continue to be held subject to the terms of this Agreement; and
- (c) refrain from accessing any online database, portal or online data room made available for the purpose of sharing or accessing the Confidential Information of other persons.

7.2 Clause 7.1 shall not prevent a party or its Authorised Recipients from retaining any Confidential Information to the extent that it or they are required to do so by law or regulation or provision of the Code or for professional compliance purposes or to the extent contained in board minutes held by its directors or officers. Any such retained Confidential Information shall remain subject to the confidentiality undertakings contained in this Agreement.

8 DURATION

Save as otherwise specified in this Agreement, the undertakings and other obligations in this Agreement shall terminate and be of no further force or effect upon the earlier to occur of (i) two years from the date of this Agreement, and/or (ii) the parties completing the Transaction.

9 RESTRICTIONS ON SHARE DEALING

Globe Invest acknowledges and agrees to make its Authorised Recipients aware (to the extent they are provided with Confidential Information), that the Confidential Information is given and any negotiations are taking place in confidence, and that the proposed Transaction and some or all of the Confidential Information may be inside information for the purposes of Part V of the Criminal Justice Act 1993 (the "CJA") and the Market Abuse Regulation (EU) No. 596/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("UK MAR") and that none of Globe Invest or its respective Authorised Recipients should:

- (a) deal in securities that are price-affected securities (as defined in the CJA) on the basis of the inside information, encourage another person to deal in the price-affected securities or disclose the inside information except as permitted by the CJA or UK MAR before the inside information is made public;
- (b) engage or attempt to engage in insider dealing (as defined in UK MAR), recommend that another person engage in insider dealing or induce another person to engage in insider dealing on the basis of any inside information;
- (c) unlawfully disclose any inside information (as defined in UK MAR); or
- (d) engage or attempt to engage in behaviour based on any inside information which would amount to market manipulation (as defined in UK MAR).

10 PERSONAL DATA

10.1 Globe Invest acknowledges that BOTB is an independent Controller in respect of the Personal Data (whether or not such Personal Data is comprised in the Confidential Information).

10.2 Without limitation to any other term of this Agreement, in relation to the Personal Data, Globe Invest shall:

- (a) comply with all the obligations imposed on a Controller pursuant to the Data Protection Laws;
- (b) only process the Personal Data for the Permitted Purpose;
- (c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
- (d) without undue delay (and no later than 24 hours of becoming aware) notify BOTB of any Personal Data Breach, whether or not you consider the same to be reportable to the Information Commissioner and/or another supervisory authority and/or the affected Data Subjects;
- (e) promptly notify BOTB if any Authorised Recipient receives any communication (including without limitation from the Information Commissioner) which relates to the Personal Data or to any Authorised Recipient's compliance with the Data Protection Laws in respect of the Personal Data, including any Data Subject Request;
- (f) promptly provide to BOTB such reasonable co-operation, information and assistance as BOTB may from time to time request to enable BOTB to comply with its obligations under the Data Protection Laws;
- (g) only process Personal Data outside of the United Kingdom or European Economic Area without BOTB's prior written consent if:
 - (i) the country in which the Personal Data will be processed is approved under the Data Protection Laws as providing adequate protection (an "**Adequate Country**"); or

(ii) where the country in which the Personal Data will be processed is not an Adequate Country, any international transfers of the Personal Data are performed on the basis of appropriate safeguards in accordance with the Data Protection Laws; and

(h) not disclose or allow access to the Personal Data to any person other than to the Authorised Recipients for the Permitted Purpose (and subject to any notices and/or consents necessary to enable lawful transfer being first in place).

11 FURTHER UNDERTAKINGS

11.1 BOTB shall procure that all entities within the BOTB Group comply with the same obligations and restrictions as those accepted by BOTB in this Agreement as if they were individually named in its place.

11.2 Globe Invest shall procure that all GI Affiliates comply with the same obligations and restrictions as those accepted by Globe Invest in this Agreement as if they were individually named in their place.

11.3 Each party agrees to notify the other parties as soon as reasonably practicable if it becomes aware of any breach of this Agreement.

11.4 Each party acknowledges that a breach of this Agreement may result in serious damage being sustained by the BOTB Group or a GI Affiliate (as applicable) and as a result unconditionally agrees to waive its right to oppose any equitable relief (including injunctive relief) sought by any member of the BOTB Group or any GI Affiliate (as applicable) in relation to a threatened or actual breach of the undertakings contained in this Agreement.

12 ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, and replaces all previous agreements and understandings between them, relating to its subject matter.

13 THIRD PARTY RIGHTS

The parties do not intend any third party, other than a lawful successor in title or lawful assignee, to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

14 INVALIDITY

The illegality, invalidity or unenforceability of any provision of this Agreement under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of the rest of this Agreement, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.

15 COMMUNICATIONS

Communications under this Agreement shall be in writing and delivered by hand or sent by recorded delivery post (or prepaid airmail, if the destination is outside the country of origin) or by email to the relevant party at its address set out in the parties

Clause above or email address as set out in this Clause below. Without evidence of earlier receipt, communications are deemed received:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by recorded delivery, at 9.00am on the second Business Day after posting (or 9.00am on the fifth Business Day after posting if sent by prepaid airmail); and
- (c) if sent by email, at the earlier of:
 - (i) the time a return receipt is generated automatically by the recipient's email server;
 - (ii) the time the recipient acknowledges receipt; and
 - (iii) 24 hours after transmission (unless in each case the sender receives notification that the email has not been successfully delivered),

and in the case of post it shall be sufficient to prove that the communication was properly addressed and posted and in the case of email that the email was sent to the appropriate email address and dispatch of transmission from the sender's external gateway was confirmed. Communications to BOTB shall be addressed to [REDACTED] (and if sent by email shall be sent to [REDACTED]), with a copy to [REDACTED]. Communications to Globe Invest shall be addressed to [REDACTED] (and if sent by email shall be sent to [REDACTED]) with copy to [REDACTED] (and if sent by email shall be sent to [REDACTED]), with a copy to [REDACTED] at [REDACTED].

16 COUNTERPARTS

This Agreement may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement. If this Agreement is executed in counterpart, it shall not be effective unless each party has executed at least one counterpart.

17 GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement and any non-contractual obligations arising in connection with it (and, unless provided otherwise, any document entered into in connection with it) shall be governed by and construed in accordance with English law.
- 17.2 Subject to Clause 17.4, the English courts have exclusive jurisdiction to determine any dispute arising in connection with this Agreement (and, unless provided otherwise, any document entered into in connection with it), including disputes relating to any non-contractual obligations.
- 17.3 Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).
- 17.4 Nothing in this Agreement (or, unless provided otherwise, any document entered into in connection with it) shall prevent a party from applying to the courts of any other country for injunctive or other interim relief.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

EXECUTION PAGE

Signed by [REDACTED] for and on behalf
of **BEST OF THE BEST PLC:**

)
)
) [REDACTED]

Duly authorised person

Signed by [REDACTED] for and on
behalf of **GLOBE INVEST LIMITED:**

)
)
) [REDACTED]

Duly authorised person