

Non-disclosure agreement

Leapfrog Sports Franchising Ltd

PARTIES

1. Leapfrog Sports Franchising Ltd a company incorporated in England and Wales (registration number 12323450) having its registered office at 50 Richmond Road, Solihull, West Midlands, B92 7RP (the "**Disclosor**"); and
2. the "**Recipient**".

AGREEMENT

1. Definitions

- 1.1 In this Agreement:

"**Agreement**" means this agreement, and any amendments to this agreement from time to time;

"**Disclosor Confidential Information**" means:

- (a) any information disclosed by or on behalf of the Disclosor to the Recipient during the day (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Recipient (acting reasonably) to be confidential; and
- (b) the terms of this Agreement;

"**Effective Date**" means the date of the Discovery Day

"**Permitted Purpose**" means in respect of evaluating the potential business franchise opportunity; and

"**Term**" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2.

2. Term

- 2.1 This Agreement shall come into force upon the Effective Date.
- 2.2 This Agreement shall continue in force for 12 months.

3. Consideration

- 3.1 The Recipient has entered into this Agreement, and agrees to the provisions of this Agreement, in consideration for the ability to fully consider the business information to make an informed decision.

4. Recipient's confidentiality obligations

- 4.1 The Recipient must:
- (a) keep the Disclosor Confidential Information strictly confidential;
 - (b) not disclose the Disclosor Confidential Information to any person without the Disclosor's prior written consent
 - (c) use the same degree of care to protect the confidentiality of the Disclosor Confidential Information as the Recipient uses to protect the Recipient's own confidential information of a similar nature, being at least a reasonable degree of care;
 - (d) act in good faith at all times in relation to the Disclosor Confidential Information; and
 - (e) not use any of the Disclosor Confidential Information for any purpose other than to make an informed choice to buy a Leapfrog Sports franchise.
- 4.2 Notwithstanding Clause 5.1, the Recipient may disclose the Disclosor Confidential Information to the Recipient's professional advisers such as financial professionals, who have a need to access the Disclosor Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Disclosor Confidential Information.
- 4.3 The restrictions in this Clause 5 do not apply to the extent that any Disclosor Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request.
- 4.4 Upon the termination of this Agreement, the Recipient must immediately cease to use the Disclosor Confidential Information.
- 4.5 The provisions of this Clause 5 shall continue in force for a period of 1 year following the termination of this Agreement, at the end of which period they will cease to have effect.

5. Termination

- 5.1 Either party may terminate this Agreement forthwith by giving written notice of termination to the other party

6. Effects of termination

- 6.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4, 7.

7. General

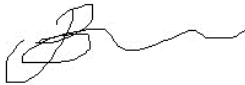
- 7.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

- 7.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 7.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 7.4 This Agreement shall be governed by and construed in accordance with English law.

EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below or confirming on the tick box when registering.

SIGNED BY Joanne Budden, the Disclosor

A handwritten signature in black ink, appearing to be 'Joanne Budden', written in a cursive style.