

# LEGAL NOTICE

I. The Teaser (the "Teaser") is issued by Metis Partners, acting as agent on behalf of our Client (the "Client") or Company (the "Company") on the terms set out below for the exclusive use of the persons to whom it is addressed and their advisors (the "Recipient"), in connection with the proposed sale of our Client's business and intellectual property assets (the "Proposed Sale") as described in the Teaser.

II. The sole purpose of the Teaser is to assist the recipient in deciding whether it wishes to investigate the Proposed Sale. It is not intended to form the basis of any investment decision or decision to proceed with the Proposed Sale.

III. The information contained in the Teaser (which does not purport to be comprehensive) and the opinions expressed in it are strictly private and confidential and have been attained from public sources and our Client. Accordingly, the contents of the Teaser and any other information or opinions subsequently supplied or given in connection with the Proposed Sale will constitute confidential information pertaining to the Company and must not be published, reproduced, copied or disclosed to any person other than the professional advisors of the Recipient of the Teaser, having a need to know and who are aware that it is confidential, nor used for any purpose other than in connection with the Proposed Sale. Neither the information nor the opinions contained in the Teaser have been independently verified by Metis Partners.

IV. The information contained in the Teaser including photographs, pictures and any visual media, and any further information supplied by Metis Partners in relation to the Proposed Sale is, and will be, supplied on the condition that Metis Partners does not accept any responsibility and/or liability for any loss or damage of whatsoever nature that may result or occur by reliance on such information and howsoever arising. Neither Metis Partners nor any partner, employee or agent of Metis Partners shall be responsible for any error, omission or misstatement contained herein. Subject to the above, our aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise in connection with the information contained in the Teaser including photographs, pictures or any visual media, and any further information supplied by Metis Partners in relation to the Document will be limited to \$50k.

V. The Recipient will keep the Teaser and all information subsequently supplied or given to it or its agents or advisors in connection with the Proposed Sale safe and secure so as to prevent any unauthorised person having access to it, and the Recipient agrees that the information is proprietary to the Company, and the Recipient has no rights to it except as set out in this notice.

VI. Neither the Teaser nor any of the information contained in it shall form the basis of any contract or the Proposed Sale, nor does it constitute an offer or invitation to proceed with the Proposed Sale.

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VII. No representation or warranty, express or implied, is given by Metis Partners or the Client, the irrespective advisors or any of their respective partners, directors or employees or any other person as to the accuracy or completeness of the contents of the Teaser or to the accuracy or completeness of any projections which may be included within the Teaser or of any other document or information supplied at any time in connection with the Proposed Sale or to as any information contained in the Teaser or any other such document remaining unchanged after its issue.

VIII. Neither the receipt of the Teaser by any person nor any information contained in it or supplied with it or subsequently communicated to any person in connection with the Proposed Sale constitutes, or is to be taken as constituting, the giving of investment advice by Metis Partners to any such person. Each such person should make its own independent assessment of the merits or otherwise of proceeding with the Proposed Sale and should take its own professional advice.

IX. Both Metis Partners and the Client expressly reserve the right to alter or terminate the sales process and to accept or reject any preliminary or final offer at any time, in either case, without giving reasons therefore. In furnishing the Document, Metis Partners undertakes no obligation to provide any additional information or to update the Teaser or any additional information or to correct any inaccuracies in the Teaser or any additional information which may become apparent.

X. The Recipient will on request return or procure the return of all further information and material sent or made available in connection with the Proposed Sale without retaining any copies in whatever form, and shall thereupon destroy any notes, analyses or memoranda prepared by or on behalf of the Recipients to the extent that they contain such confidential information. No failure or delay by Metis Partners in exercising any rights in respect of such confidential information will constitute a waiver of such right.

XI. The Recipient shall not communicate to any person other than Metis Partners or the Client the amount of any offer, adjust the amount of any offer by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not offer, or otherwise collude with any other person in any manner whatsoever in the sales process until the Recipient is notified by Metis Partners of the outcome of the sales exercise. Any breach of or non-compliance with this clause by the Recipient shall, without affecting the Recipient's liability for such breach or non-compliance, invalidate their offer. This Clause shall have no application to the Recipient's communications in strict confidence with their own professional advisors to obtain advice for the offer.

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XII. The purchaser of the assets for sale (the “Buyer”) accepts the Intellectual Property subject to all faults, liens, executions, distraints, encumbrances and claims of third parties, the expense of discharging which shall be met by the Buyer. Unless otherwise required by law (and then only to that extent) the Client, Company or Metis Partners shall not be liable for any loss or damage of any kind whatsoever (including any punitive, special, indirect or consequential loss or loss of profit or for any loss of goodwill or possible business after the time of execution of this Agreement, whether actual or prospective) arising out of or in any way caused by any defect or deficiencies in the Intellectual Property. The Buyer accepts and agrees that it shall be its responsibility and at its expense to apply for and obtain all necessary or appropriate licences, consents, permits and rights to use or have the benefit of the Intellectual Property. The Buyer has relied solely upon either or both of the Buyer’s own opinion and/or professional advice concerning the Intellectual Property (including any or all of their quality, state, condition, description, fitness and suitability for any purpose, the possibility that some or all of them may have defects not apparent on inspection and examination and the use to which the Buyer intends or proposes to put them).

XIII. The Buyer accepts that all sales are final.

XIV. The risk in and to Intellectual Property bought by the Buyer shall pass to the Buyer on offer acceptance, but the legal and beneficial title in and to such Intellectual Property shall remain with the Company until the Buyer’s payment of the Purchase Price (together with any applicable taxes).

XV. Metis Partners collects Personal Data from the Buyer when a Buyer generally provides Personal Data to Metis Partners in the course of doing business with Metis Partners. The collection, processing and storage of Personal Data will be dealt with by Metis Partners in accordance with the Privacy Policy and Metis Partners’ obligations under the Data Protection Act.