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## **CONFIDENTIALITY AGREEMENT**

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## **BETWEEN:-**

- (1) **Moltex Energy Limited (in Administration)** (No. 10501719) whose registered office is c/o Azets Holdings Limited, 5<sup>th</sup> Floor, Ship Canal House, 98 Kings Street, Manchester, M2 4WU (the “**Disclosing Party**”);
- (2) Jonathan Mark Amor and Richard Oddy, licensed Insolvency Practitioners of Azets Holdings Limited, 12 King Street, Leeds, LS1 2HL (the “**Joint Administrators**”)

(3)

Company Name (the “**Recipient**”): \_\_\_\_\_

Country of Incorporation: \_\_\_\_\_

Registration Number (or local equivalent): \_\_\_\_\_

Website (if any): \_\_\_\_\_

Primary Business Address: \_\_\_\_\_

## **RECITALS**

- (A) On 17 March 2025 the Disclosing Party was placed into Administration and the Joint Administrators were appointed as joint administrators of the Disclosing Party.
- (B) The Disclosing Party has agreed to disclose certain confidential information relating to it and the Administration to the Recipient for the purpose of enabling the Recipient to consider whether or not they wish to enter into a proposed contractual arrangement to purchase the business and/or assets of the Disclosing Party (the “**Purpose**”)
- (C) The Disclosing Party wishes to ensure that the Recipient maintains the confidentiality of the Disclosing Party's Confidential Information. In consideration of the benefits to the parties of disclosing and receiving the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

## **AGREEMENT**

### **1. Definitions**

- 1.1 “**Associated Company**” means a subsidiary or holding company (as defined in s1159 of the Companies Act 2006) of the party concerned or a subsidiary of a holding company.
- 1.2 “**Confidential Information**” means all information of whatever nature and in whatever form, format or medium provided to or obtained by the Recipient or its Representatives concerning the Disclosing Party, or the Disclosing Party's Associated Companies, (including documents and information on other media prepared by the Recipient), whether before or after the date of this agreement, including (but not limited to) clients, customers, employees, officers, inventions, products, designs, research and development, marketing and sales information, business plans or dealings and/or finances, but excluding information which:
  - 1.2.1 is or comes into the public domain other than by a breach of obligations of confidence owed by the Recipient to the Disclosing Party;
  - 1.2.2 the Recipient can prove that it already properly and lawfully possessed (as evidenced in writing), before obtaining it from the Disclosing Party, and did not obtain from any third party which owed an obligation of confidence to the Disclosing Party in respect of it; or

1.2.3 the Recipient can prove was obtained from a third party owing no obligation of confidence to the Disclosing Party in respect of it.

For the avoidance of doubt, Confidential Information shall include, without limitation, any information provided by the Disclosing Party regarding the Purpose.

- 1.3 **"Data Protection Laws"** means EU Data Protection Laws, UK Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country. In the event of conflict between EU Data Protection Laws and UK Data Protection Laws, UK Data Protection Laws shall prevail.
- 1.4 **"EU Data Protection Laws"** means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") and laws implementing or supplementing the GDPR.
- 1.5 **"Representatives"** means directors, officers, employees, agents and professional advisers of the Recipient.
- 1.6 **"UK Data Protection Laws"** means the GDPR as transposed into UK national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"), together with the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and other data protection or privacy legislation in force from time to time in the UK.

## **2. Confidentiality**

- 2.1 The Recipient shall keep the Disclosing Party's Confidential Information secret and confidential and, except with the prior written consent of the Disclosing Party, shall, and shall procure that its Representatives shall:
  - 2.1.1 not use or exploit the Confidential Information in any way except for the Purpose;
  - 2.1.2 not disclose or make available (whether directly or indirectly, and whether orally, in writing or in any other manner) the Confidential Information in whole or in part to any third party, except as expressly permitted by this agreement;
  - 2.1.3 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be marked as private and confidential and be the property of the Disclosing Party);
  - 2.1.4 not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
  - 2.1.5 apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use;
  - 2.1.6 disclose it only to such of its Representatives as need to know the Confidential Information for the Purpose and are bound to the Recipient by written obligations of confidence which cover the Confidential Information, and the Recipient shall procure that each of its Representatives to whom any Confidential Information is made available adheres to the terms of this agreement as if that Representative was named herein as the Recipient;
  - 2.1.7 obey the Disclosing Party's directions in relation to the Confidential Information; and

2.1.8 be liable for any breach of the terms of this agreement by the Recipient or its Representatives or any other person to whom such Confidential Information is disclosed as if such persons were parties to this agreement.

### **3. Intellectual Property Rights**

3.1 Save as expressly agreed in writing by the parties to the contrary, the Recipient shall not acquire any right, title or interest in or to any intellectual property rights of the Disclosing Party or the Disclosing Party's Associated Companies whether subsisting in the Confidential Information or otherwise. For these purposes, "**intellectual property rights**" shall include (but shall not be limited to) copyright, design right, trade marks, patents and other rights of a similar nature.

3.2 If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any Confidential Information, the Recipient shall, at the written request of the Disclosing Party, promptly supply to the Disclosing Party information reasonably necessary to establish that the Confidential Information has not been used or disclosed in order to develop or use that product or process.

### **4. Publicity**

4.1 No party will make any communication to the press or other media or any publication of its relationship or discussion with the others without the express written agreement of all other parties.

### **5. Obligatory Disclosure**

5.1 The obligations set out in clause 2 above will not be applicable to the extent that the Recipient is required by any court, governmental agency, stock exchange or regulatory authority to disclose Confidential Information provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible with a view to:

5.1.1 the parties agreeing the timing and content of such disclosure; and

5.1.2 enabling the Disclosing Party to seek an appropriate protective order or remedy and will co-operate with the Disclosing Party in taking such steps.

5.2 The Recipient will only disclose such Confidential Information under clause 5.1 as it is advised by its legal advisers that it is obliged to disclose.

### **6. Return of Confidential Information**

6.1 The Recipient shall at its own expense on receipt of a written demand from the Disclosing Party as soon as reasonably practicable and in any event within five business days of such demand:

6.1.1 return to the Disclosing Party (i) all documents and all other materials made available to the Recipient or its Representatives in connection with this agreement and containing any Confidential Information and (ii) all copies and reproductions which may have been made by or on behalf of the Recipient or its Representatives of such documents and materials;

6.1.2 destroy all documents and all other materials prepared by the Recipient or any of its Representatives to the extent that they contain, reflect or derive from Confidential Information;

6.1.3 permanently erase all Confidential Information from any computer, word processor or other device containing such information in the Recipient's (or its Representatives') possession or under the Recipient's (or its Representatives') custody and control; and

- 6.1.4 if so requested by the Disclosing Party, supply a certificate addressed to the Disclosing Party and signed by any director of the Recipient confirming that the requirements of this paragraph have been complied with.

## **7. Reservation of Rights and Acknowledgement**

- 7.1 The Disclosing Party reserves all rights in the Confidential Information. No rights in respect of the Confidential Information are granted to the Recipient and no obligations are imposed on the Disclosing Party other than those expressly stated in this agreement. In particular, nothing in this agreement shall be construed or implied as obliging the Disclosing Party to disclose any specific type of information under this agreement, whether Confidential Information or not.
- 7.2 The Disclosing Party does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.
- 7.3 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement.
- 7.4 The Recipient shall be liable to the Disclosing Party for the actions or omissions of its Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

## **8. Data Protection**

- 8.1 All parties:
- 8.1.1 shall comply with Data Protection Laws; and
- 8.1.2 shall be permitted to process business contact information ("**BCI**") relating to personnel of the other parties (for example name, business telephone number, job title and business email address) for the Purpose and to manage the general relationship between the Recipient and the Disclosing Party, (which for clarity, shall in neither case include a right to carry out automated individual decision-making, including profiling nor marketing activities), subject always to complying with the Data Protection Laws.

## **9. Indemnity**

- 9.1 The Recipient shall indemnify and keep fully indemnified the Disclosing Party and the Joint Administrators at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other costs and expenses suffered or incurred by the Disclosing Party and/or the Joint Administrators arising from any breach of this agreement by the Recipient and from the actions or omissions of any Representative of the Recipient.
- 9.2 The Recipient shall give all such assistance required by the Disclosing Party to enable the Disclosing Party to prevent any improper use of any Confidential Information by any Representative of the Recipient.

## **10. Regulatory matters**

- 10.1 Without limitation to any other provision of this agreement, the Recipient shall do all things necessary to ensure compliance with all legal and regulatory requirements as to possession or use of any of the Confidential Information, including (without limitation) obtaining all necessary licences, consents, certificates, permits and other authorisations. None of the Disclosing Party,

the Joint Administrators or their agents, Hilco, shall have any liability or obligation whatsoever to the Recipient in relation to such legal and regulatory requirements.

- 10.2 Without prejudice to the generality of clause 10.1 above, the Recipient acknowledges that certain Confidential Information may be subject to export control restrictions in certain jurisdictions, including (without limitation) the United Kingdom and Canada. The Recipient agrees that it is solely responsible for compliance with all applicable laws and regulations regarding export controls and shall obtain any required authorisations before accessing, receiving, possessing or using such Confidential Information.

## **11. Miscellaneous**

- 11.1 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).
- 11.2 Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 11.3 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.4 If any provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 11.5 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 11.6 The Recipient confirms that it will be responsible for any costs incurred by it or by its Representatives on its behalf in connection with the Purpose and the review of the Confidential Information.

## **12. Exclusion of Joint Administrators' Personal Liability**

- 12.1 The Joint Administrators have entered into and signed this agreement as agents on behalf of the Disclosing Party. The Joint Administrators shall not incur any personal liability, whether in contract or tort, under or in connection with this agreement or any associated arrangements or negotiations, or under any document entered into or assurance made pursuant to this agreement.
- 12.2 The Joint Administrators have entered into this agreement in their personal capacities solely for the purpose of obtaining the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour.

## **13. Time**

- 13.1 These undertakings shall with respect to any Confidential Information continue for a period of 5 years from the time of disclosure of such Confidential Information or until such time as the Confidential Information is no longer of a commercially sensitive or confidential nature whichever is the later.

## **14. Law**

- 14.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of

**Moltex Energy Limited (in Administration)**, acting by one of the Joint Administrators, pursuant to powers conferred under the Insolvency Act 1986 as agent and without personal liability

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SIGNATURE

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NAME

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TITLE

Signed for and on behalf of

**The Joint Administrators (strictly without personal liability)** pursuant to powers conferred under the Insolvency Act 1986 as agent and without personal liability

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SIGNATURE

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NAME

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TITLE

Signed for and on behalf of

**The Recipient**

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SIGNATURE

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NAME

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TITLE

