

THIS AGREEMENT is made on the **24th JANUARY 2022** between:

(A) **STEPHEN NURSE** of 25 Crossharbour Place, London, UK (the Seller)

(B) **MELISSA CARANTHAN** of 59 Quarrendon Street, London, UK (the Buyer)

(the Seller and Buyer being each a “**Party**” and together the “**Parties**” to this Agreement).

BACKGROUND:

- (A) Each of the Parties intends to disclose or make available certain Confidential Information to the other Party for the Purpose.
- (B) The Parties therefore propose to enter into this Agreement to protect their respective rights in and to such Confidential Information.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Companies: means ALPINEXPRESS SARL & VERBIER BUS CO.

Confidential Information: means all information in whatever form (including (without limit) in written, oral, visual or electronic form and irrespective of how it is held, stored or transmitted) that is disclosed or made available, directly or indirectly, by or on behalf the Disclosing Party or any of member of its Group or any of its or their Representatives to the Receiving Party or any member of its Group or any of its or their Representatives (whether before or after the date of this Agreement), which information is either designated as confidential or which ought reasonably to be considered as confidential from its nature and/or from the circumstances surrounding its disclosure, including (without limit):

- (a) all information relating to the business, affairs, customers, suppliers, business partners, other contract counterparties, strategy, plans, intentions and business or market opportunities of the Disclosing Party or of any member of its Group;
- (b) all information relating to the operations, services, processes, personnel, know-how and trade secrets of the Disclosing Party or of any member of its Group;
- (c) the existence and terms of this Agreement and/or of the Purpose; and
- (d) any information or analysis which is derived from the Confidential Information, provided that Confidential Information shall exclude the Excluded Information.

Data Protection Legislation: means all applicable laws and regulations relating to the processing of personal data and privacy, including (without limitation) the Data Protection Act 2018 and, from the date on which it comes into force and for so long as it is directly applicable in the United Kingdom, the General Data Protection Regulation and any national implementing laws, regulations and secondary legislation and where applicable the guidance and codes of practice issued by the Information Commissioner (and where the terms “personal data”, “process”, “processing”, “processed”, “processes”, “data controller”, “data processor” and “data subject” are used in this Agreement, they shall have the meanings given to them in the Data Protection Legislation);

Disclosing Party: means a Party which discloses or makes available Confidential Information to or on behalf of the other Party;

Excluded Information: means all information which:

- (a) is or becomes generally available to the public (other than directly or indirectly as a result of breach of this Agreement); or

- (b) a Receiving Party can demonstrate was lawfully in its or a member of its Group's possession without being bound by a confidentiality obligation in respect of it before the information was disclosed to it by or on behalf of the Disclosing Party; or
- (c) a Receiving Party can demonstrate was, is or becomes available to it or to a member of its Group from a person who is not bound by a confidentiality obligation in respect of it; or
- (d) the Parties expressly agree in writing is not confidential or may be disclosed.

Group: means, in relation to a Party, each and any subsidiary or holding company from time to time of such Party ("subsidiary" and "holding company" having the definitions given to them in the Companies Act 2006 of the United Kingdom) and each and any subsidiary from time to time of a holding company of such Party and "**member of its Group**" shall be construed accordingly;

Personal Data: means personal data or any part of such personal data, of which the Disclosing Party is the data controller and which the Receiving Party is processing in relation to the Purpose;

Purpose: means the interest by BUYER to assess a potential acquisition of the Companies or their respective assets and / or make introductions to other potentially interested acquirers.

Receiving Party: means a Party which receives or obtains Confidential Information from or on behalf of the other Party; and

Representatives: means the officers, employees, agents and professional advisers of a Party or a member of its Group (as the context requires).

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

2. OBLIGATIONS CONCERNING CONFIDENTIAL INFORMATION

- 2.1 In consideration of a Disclosing Party disclosing or making available Confidential Information to a Receiving Party, the Receiving Party shall:
 - (a) keep the Confidential Information confidential and not disclose or make available the Confidential Information (or any part thereof) to any person, except as expressly permitted by this Agreement;
 - (b) not use or exploit the Confidential Information in any way, except for the Purpose and provided that such use for the Purpose does not result in disclosure of such Confidential Information in breach of this Agreement;
 - (c) not copy, reduce to writing or otherwise record or make any analysis of the Confidential Information, except as strictly necessary for the Purpose;
 - (d) apply the same security measures and degree of care to the Confidential Information as the Receiving Party applies to its own confidential information, which the Receiving Party hereby confirms are adequate and in line with market standards; and
 - (e) inform the Disclosing Party immediately upon becoming aware or suspecting that Confidential Information has been disclosed, used or otherwise treated in a way which is in breach of the foregoing obligations.
- 2.2 The Receiving Party may disclose Confidential Information that is disclosed or made available to it by or on behalf of the Disclosing Party:
 - (a) to those members of its Group and its and their Representatives who need to know such Confidential Information for the Purpose, provided that:

- (i) the Receiving Party shall not disclose any Confidential Information to any of its Representatives who are engaged by or involved in advising any competitors of the PARTIES and/or any member of its Group;
- (ii) the Receiving Party informs such members of its Group and such Representatives of the confidential nature of the Confidential Information prior to such disclosure; and
- (iii) the Receiving Party procures that such members of its Group and such Representatives shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were a Receiving Party,

and the Receiving Party shall at all times be liable for the failure of any member of its Group and any of its or their Representatives to comply with this Agreement as if they were the Receiving Party; and

- (b) to the minimum extent required of it or of any member of its Group by applicable law, by an order of any court or tribunal or arbitrator of competent jurisdiction or by any requirement of any governmental, regulatory or taxation authority of competent jurisdiction or by the rules or requirements of any stock exchange on which its or any member of its Group's securities are listed or admitted to trading, provided that and in each case to the extent the Receiving Party is legally permitted to do so and otherwise where it is reasonably practicable to do so:
 - (i) it gives the Disclosing Party as much prior notice of such disclosure as possible;
 - (ii) it consults with the Disclosing Party with a view to avoiding or otherwise minimising such disclosure;
 - (iii) it consults with and agrees the nature and content of such disclosure with the Disclosing Party; and
 - (iv) it informs the Disclosing Party of the full content of and circumstances surrounding such disclosure as soon as practicable after it has been made.

3. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

3.1 At the written request of a Disclosing Party, the Receiving Party shall promptly (and in any event within 10 Business Days of service of such written request):

- (a) destroy or return to the Disclosing Party all documents and materials (including any copies) comprising, containing, reflecting, incorporating or based on the Confidential Information which was disclosed or made available by or on behalf of the Disclosing Party;
- (b) to the extent possible, erase all Confidential Information which was disclosed or made available by or on behalf of the Disclosing Party from its computer and telecommunications systems; and
- (c) certify in writing to the Disclosing Party that it has complied with the requirements of this clause,

provided that the Receiving Party or any member of its Group may retain documents and materials comprising, containing, reflecting, incorporating or based on such Confidential Information to the extent required by applicable law or the rules or requirements of any governmental, regulatory or taxation authority of competent jurisdiction provided further that the provisions of this Agreement shall continue to apply to any such documents and materials so retained by the Receiving Party.

4. RESERVATION OF RIGHTS AND EXCLUSION OF LIABILITY

4.1 A Disclosing Party and each member of its Group reserves all its/their rights in the Confidential Information which is disclosed or made available to the Receiving Party under this Agreement and no right or licence in or in respect of such Confidential Information is granted to the Receiving Party, any member of its Group or any of its or their Representatives.

4.2 No obligations are imposed on a Disclosing Party or any member of its Group or any of its or their Representatives, other than those expressly stated in this Agreement, and (without limit to the generality of the foregoing) nothing in this Agreement shall be construed or implied as obliging a Disclosing Party or any member of its Group or any of its or their Representatives to disclose any information, whether Confidential Information or not.

- 4.3 A Receiving Party is responsible for making its own assessment of any Confidential Information disclosed or made available to it under this Agreement and neither the Disclosing Party nor any member of its Group nor any of its or their Representatives makes any express or implied warranty or representation concerning such Confidential Information, including (without limit) as to the accuracy or completeness of the Confidential Information, nor does the Disclosing Party or any member of its Group or any of its or their Representatives accept any responsibility or liability for the same (but without prejudice to clause 4.5).
- 4.4 Neither the entry into or performance of this Agreement, including (without limit) the disclosure by or on behalf of a Disclosing Party of Confidential Information under this Agreement, constitutes any offer, invitation or inducement by or on behalf of such Disclosing Party, any member of its Group or any of its or their Representatives to enter into, or will form the basis of, any further agreement or other legally binding arrangement, whether in relation to the Purpose or otherwise howsoever and whether with the Receiving Party or any other person whatsoever.
- 4.5 Nothing in this Agreement shall operate to exclude or limit a Party's liability for fraud or fraudulent misrepresentation.

5. REMEDIES

- 5.1 A Receiving Party shall indemnify and keep fully indemnified a Disclosing Party and each member of its Group against all losses, liabilities, costs (including legal costs on an indemnity basis), expenses and damages, 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 it/them arising from any breach of this Agreement by the Receiving Party.
- 5.2 Each Party acknowledges that damages alone may not be an adequate remedy for any breach or threatened breach by the other Party of the provisions of this Agreement. Accordingly, and without prejudice to any other rights and remedies it may have, a Disclosing Party and each member of its Group may be entitled to equitable relief (including without limitation injunctive relief) for any threatened or actual breach of this Agreement and no proof of special damages shall be necessary for the enforcement of such remedies.

6. DURATION

- 6.1 This Agreement and the obligations contained in it shall continue in full force and effect until the fifth anniversary of the date of this Agreement, unless it is terminated or superseded earlier by express agreement in writing between the Parties.
- 6.2 Without prejudice to the foregoing, this Agreement shall continue in full force and effect for the duration specified above notwithstanding that the Parties cease to be involved in the Purpose.

7. DATA PROTECTION

- 7.1 The Receiving Party shall comply with all applicable requirements of the Data Protection Legislation in respect of Personal Data. This clause 7 is in addition to, and does not relieve, remove or replace the Receiving Party's obligations under the Data Protection Legislation in respect of Personal Data.
- 7.2 The Receiving Party may only process the Personal Data for the Purpose. The types of Personal Data will include any Personal Data processed in respect of the Purpose and the categories of data subject will include any data subjects as may be involved in the Purpose.
- 7.3 Without prejudice to the generality of clauses 7.1 and 7.2, the Receiving Party shall:
- (a) process the Personal Data only on the written instructions of the Disclosing Party unless the Receiving Party is required by the laws of any Member State of the European Union or by the laws of the European Union applicable to the Receiving Party to process Personal Data (**Applicable Laws**). Where the Receiving Party is relying on Applicable Laws as the basis for processing Personal Data, the Receiving Party shall promptly notify the Disclosing Party of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Receiving Party from so notifying the Disclosing Party;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that

might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Disclosing Party has been obtained and the following conditions are fulfilled:
 - (i) the Disclosing Party or the Receiving Party has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Receiving Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Receiving Party complies with reasonable instructions notified to it in advance by the Disclosing Party with respect to the processing of the Personal Data;
- (e) assist the Disclosing Party by appropriate technical and organisational measures in responding to any request from a data subject;
- (f) assist the Disclosing Party in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Disclosing Party without undue delay on becoming aware of a Personal Data breach;
- (h) at the written direction of the Disclosing Party or otherwise when the Purpose ceases, delete or return Personal Data and copies thereof to the Disclosing Party unless required by Applicable Law to store the Personal Data;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 7 and allow for and contribute to audits, including inspections, by the Disclosing Party or the Disclosing Party's designated auditor;
- (j) take all the measures required pursuant to Article 32 of the GDPR; and
- (k) immediately inform the Disclosing Party if, in its opinion, an instruction infringes the Data Protection Legislation.

7.4 The Disclosing Party does not consent to the Receiving Party appointing any third party processor of Personal Data under this Agreement.

8. NON SOLICITATION

- 8.1 The Receiving Party will not, and will procure that no member of its Group will, directly or indirectly :
- (i) solicit for employment in any capacity any person who is, or has been in the past 24-months, an officer, employee or sub-contractor of either of the Companies;
 - (ii) encourage or seek to encourage such person to leave his or her current employment or to breach the terms of such employment, consultancy or contract; or
 - (iii) solicit any customer of either of the Companies in competition with such Company.

9. ENTIRE AGREEMENT, SEVERANCE, CUMULATIVE RIGHTS AND NO WAIVER

9.1 This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes and extinguishes all previous agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

9.2 If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

9.3 The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or

remedies provided by law or in equity.

- 9.4 No failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law or in equity shall 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 and no single or partial exercise of any right or remedy provided under this Agreement or by law or in equity shall preclude or restrict the further exercise of that or any other right or remedy.

10. VARIATION, ASSIGNMENT AND NO PARTNERSHIP

- 10.1 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties.
- 10.2 No Party may assign, transfer, dispose of or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 10.3 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties or constitute any Party the agent of the other Party or otherwise authorise any Party to make or enter into any commitments for or on behalf of the other Party.

11. NOTICES AND COUNTERPARTS

- 11.1 Any notice or other communication to be given by a Party under or in connection with this Agreement shall be in writing in the English language and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to the other Party, marked for the attention of the company secretary, at its address as set out at the beginning of this Agreement or to such other address as a Party may notify to the other Party in accordance with this clause.
- 11.2 Any such notice shall be deemed to have been duly received:
- (a) if delivered personally, when marked for the attention of the person and left at the address referred to in this clause; or
 - (b) if sent by airmail post, when marked for the attention of the person and to the address referred to in this clause, at 9.00 am on the fifth Business Day after sending; or
 - (c) if delivered by commercial courier, when marked for the attention of the person and to the address referred to in this clause, on the date and at the time that the courier's delivery receipt is signed.
- 11.3 A notice or other communication given under or in relation to this Agreement shall not be validly given if sent by fax, e-mail or other electronic means.
- 11.4 This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument, but it shall not be effective until each Party has executed at least one counterpart.

12. THIRD PARTY RIGHTS

- 12.1 Except as provided in this clause, this Agreement is made for the benefit of the Parties and their respective successors and permitted assigns and is not intended to benefit, or be enforceable by, any other person.
- 12.2 This Agreement is also made for the benefit of each member of a Disclosing Party's Group and accordingly any such Group member may enforce this Agreement as if it were the Disclosing Party and a party to this Agreement.
- 12.3 The Parties may terminate, rescind or vary this Agreement without the consent of any person who is not a Party to this Agreement.

13. GOVERNING LAW AND JURISDICTION

- 13.1 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 laws of England & Wales.
- 13.2 The Parties agree that the courts of England & 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) and, for such purposes, irrevocably submit to

such jurisdiction.

- 13.3 Each Party agrees that legal process may be served on it in accordance with the notice provisions of this Agreement, but this shall not affect any Party's right to serve legal process in any other manner permitted by law.

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

Signed for by



Melissa Carnathan

Signed for by



Stephen Nurse