

Brilliant UK Limited
Spectec Office
6 Nb Trafford House
Chester Road
Stretford
Manchester
M32 0RS

18 December 2024

Dear Sirs,

**STRICTLY PRIVATE AND CONFIDENTIAL: NON-DISCLOSURE AGREEMENT
ACQUISITION OF THE ENTIRE ISSUED SHARE CAPITAL OF TRAKM8 HOLDINGS PLC**

We, Trakm8 Holdings Plc (**we, us** or the **Target**), understand that you Brilliant UK Limited (**you** or the **Buyer**) wish to investigate the possible acquisition of the entire issued share capital of Trakm8 Holdings Plc (**Proposed Transaction**). We and each member of our Group wish to ensure that Confidential Information revealed to you in the course of your evaluation of, and negotiations in relation to, the Proposed Transaction remains confidential and is not used for any other purpose.

In consideration of being supplied with Confidential Information, you agree with and undertake to us and each member of our Group in, the terms of this letter.

1. Interpretation

1.1 The definitions and rules of interpretation in this paragraph apply in this letter.

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

Confidential Information: has the meaning given in paragraph 2.

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

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**.

Permitted Purpose: considering, evaluating, negotiating, advancing or implementing the Proposed Transaction.

Permitted Recipient: any person referred to in paragraph 4.1 to whom Confidential Information is disclosed by you (or at your request).

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.3 This letter shall be binding on and enure to the benefit of, the parties to this letter and their respective successors and permitted assigns, and references to a **party** shall include that party's successors and permitted assigns.
- 1.4 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the CA 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:
- (a) another person (or its nominee), by way of security or in connection with the taking of security; or
 - (b) its nominee.
- 1.6 Unless expressly provided otherwise in this letter, a reference to **writing** or **written** excludes fax but not email.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 Unless expressly provided otherwise in this letter, a reference to legislation or a legislative provision:
- (a) is a reference to it as amended, extended or re-enacted from time to time;
 - (b) includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 Any obligation not to do something includes an obligation not to allow that thing to be done.

2. Confidential Information

- 2.1 In this letter, **Confidential Information** means all confidential or proprietary information that is disclosed or made available (in any form or medium), directly or indirectly, by us or any member of our Group (or any of our respective officers, employees, consultants, agents or advisers) to you or any member of your Group (or any of your respective officers, employees, consultants, agents or advisers) whether on or after the date of this letter, in connection with the Proposed Transaction, including:
- (a) the fact that we are considering entering into the Proposed Transaction, or that discussions are taking (or have taken) place concerning the Proposed Transaction;
 - (b) the existence and contents of this letter;
 - (c) all confidential or proprietary information relating to:

- (i) the business, affairs, financial or trading position, assets, customers, clients, suppliers, employees, plans, intentions or market opportunities of the Target (or any member of its Group);
 - (ii) the operations, processes, product information, know-how, technical information, designs, trade secrets, technical information or software of the Target (or any member of its Group);
- (d) any other information that is identified as being of a confidential or proprietary nature; and
- (e) any findings, data or analysis derived from the information referred to in this paragraph 2.1,

but excluding the information referred to in paragraph 2.2.

2.2 Information is not Confidential Information if:

- (a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed in breach of the terms of this letter (except that any compilation of otherwise public information prepared by us or our Group in a form not publicly known will nevertheless be treated as Confidential Information);
- (b) you received the information from a source that is not connected with the Target (or any member of its Group) and the source was not under any known obligation of confidence in respect of that information;
- (c) the information was lawfully in your possession before we disclosed it to you, and you are not under an obligation of confidence in respect of that information;
- (d) you independently developed the information without use of Confidential Information; or
- (e) we agree in writing that the information is not confidential.

3. Your obligations

3.1 You undertake to (and to procure that each member of your Group will):

- (a) keep the Confidential Information secret and confidential;
- (b) not use or exploit the Confidential Information in any way, except for the Permitted Purpose;
- (c) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with, the terms of this letter; and
- (d) inform us promptly on becoming aware, or suspecting, that Confidential Information has been disclosed to, or otherwise obtained by, an unauthorised third party.

3.2 You agree only to make such Copies as are strictly necessary for the Permitted Purpose and shall:

- (a) clearly mark all Copies as confidential;
 - (b) ensure that all Copies can be separately identified from your own information; and
 - (c) ensure that all Copies within your control are protected against theft or unauthorised access.
- 3.3 Upon receiving a written request from us, you will (to the extent reasonably practicable), promptly supply us with a written record of:
 - (a) the location of all Confidential Information that has been supplied to you or a Permitted Recipient; and
 - (b) the names and contact information of every person to whom Confidential Information has been disclosed by you (or at your request).

4. Permitted disclosure

- 4.1 Provided you comply with your obligations in paragraph 4.2, you may disclose Confidential Information to:
 - (a) your officers or employees (or those of your Group) that need to know that information for the Permitted Purpose;
 - (b) the professional advisers or consultants engaged to advise you in connection with the Proposed Transaction;
 - (c) your bankers, potential investors or funders (and their respective professional advisers or consultants) for the purpose of securing financing for the Proposed Transaction; and
 - (d) any person whom we agree in writing may receive that information.
- 4.2 Where Confidential Information is disclosed to a Permitted Recipient, you will:
 - (a) inform the Permitted Recipient of the confidential nature of the Confidential Information before it is disclosed; and
 - (b) procure that the Permitted Recipient will, in relation to any Confidential Information disclosed to it, comply with the terms of this letter as if it were you and, if we so request, procure that the Permitted Recipient set out in 4.1(b) to 4.1(d) provides confidentiality undertakings to us on terms equivalent to those contained in this letter.
- 4.3 You will be liable for the actions and omissions of the Permitted Recipients in relation to the Confidential Information as if they were your own actions or omissions.

5. Mandatory disclosure

- 5.1 Subject to paragraph 5.2, you may disclose Confidential Information to the minimum extent required by an order of a court of competent jurisdiction or any regulatory, judicial, governmental or similar body, or any taxation authority of competent jurisdiction.

5.2 Before disclosing any information under this paragraph 5, you will (where permitted by law to do so) use your best endeavours to:

- (a) provide us with as much notice of the disclosure as possible, including details of the full circumstances of the required disclosure and the Confidential Information that must be disclosed;
- (b) take all such steps as may be reasonable and practicable in the circumstances to agree the contents of the required disclosure with us before it is made;
- (c) consult with us as to possible steps to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to you;
- (d) gain assurances as to confidentiality from the body to whom the information is to be disclosed; and
- (e) where the disclosure is by way of public announcement, agree the wording with us before it is made.

5.3 You will co-operate with us (at our cost and expense) if we decide to bring legal or other proceedings to challenge the validity of a requirement to disclose Confidential Information pursuant to paragraph 5.1.

5.4 If you are unable to inform us before Confidential Information is disclosed pursuant to paragraph 5.1, you will (where permitted by law) inform us of the full circumstances of the disclosure and the information that has been disclosed immediately after the disclosure has been made.

6. Authorised Contact

6.1 All communications with us concerning the Proposed Transaction and the Permitted Purpose must be addressed to John Watkins (**Authorised Contact**).

6.2 Save with our prior written consent, neither you nor anyone acting on your behalf, will contact or communicate with any of our officers, employees, consultants, advisers, landlords, bankers, customers, clients or suppliers (or those of any member of our Group), or any other person connected with us (or any member of our Group), in connection with the Proposed Transaction except for the Authorised Contact.

7. Return or destruction of Confidential Information

7.1 If we so request at any time by notice in writing, you will promptly:

- (a) destroy or return all documents and materials containing, incorporating, or based on any Confidential Information, that have been supplied to or generated by you or any Permitted Recipient, including all Copies;
- (b) erase all Confidential Information from your computer and communications systems and any other devices you use, or which is stored in electronic form;

- (c) to the extent technically and legally practicable, erase all Confidential Information which is stored in electronic form on systems and data storage services provided by third parties;
- (d) procure that the Permitted Recipients take the steps referred to in paragraph 7.1(a) to paragraph 7.1(c) in relation to all Confidential Information in their possession; and
- (e) certify in writing to us (by a certificate signed by one of your officers) that you have complied with your obligations under this paragraph 7.1;

provided that,

- (f) you shall not be required to return, destroy, or erase any Confidential Information to the extent that it is contained in (a) an archived computer system backup created in accordance with you or your Permitted Recipients respective security and/or disaster recovery procedures, or (b) board reports and memoranda prepared for the Permitted Purpose.

8. Our obligations

8.1 You agree that we may disclose your interest in the Proposed Transaction to:

- (a) our officers or employees (or those of any member of our Group) to the extent necessary for the Permitted Purpose;
- (b) any professional advisers or consultants engaged to advise us in connection with the Proposed Transaction;
- (c) our bankers, investors or funders (and their respective professional advisers or consultants) to the extent necessary for the Permitted Purpose;
- (d) any person whom you agree in writing may receive the relevant information;
- (e) the extent required by an order of a court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction, or the rules of any listing authority or stock exchange on which our shares or the shares of any member of our Group are listed or traded; and
- (f) the extent required by the laws or regulations of a country to which we (or any member of our Group) are subject.

8.2 We will use all reasonable endeavours to procure that any person to whom we have disclosed your interest in the Proposed Transaction keeps that information secret and confidential (save where the disclosure is made in accordance with paragraph 8.1(e) or paragraph 8.1(f)).

8.3 Before disclosing any information under this paragraph 8, we will (where permitted by law to do so) use our best endeavours to, where the disclosure is by way of public announcement, agree the wording with you before it is made.

8.4 We acknowledge that the Buyer is part of an operating division of a publicly traded company, Constellation Software Inc. (TSX: CSU) ("Constellation"), and that the fact that the Buyer is considering the Proposed Transaction (including information which identifies the Buyer in any

way and the terms on which the Buyer may be willing to conclude the Proposed Transaction) may be inside information or price sensitive information and/or material non-public information relating to Constellation. We acknowledge and understand that applicable securities laws restrict us, our Group and any of our representatives from pledging, selling, hedging, contracting to sell, shortselling, selling any option or contract to purchase, purchasing any option or contract to sell, granting any option, right, or warrant to purchase or otherwise hypothecating transferring for value, directly or indirectly, any securities of Constellation while in possession of material non-public information regarding Constellation.

9. Employee non-solicit

9.1 In this paragraph the following words and expressions have the following meanings:

Key Employee: any person who is, at any time during the negotiations relating to the Proposed Transaction, an employee holding an executive or managerial position with, or an officer of, the Target or any member of its Group whom you identify based on the Confidential Information.

Restricted Period: the period commencing on the date of this letter and ending on the earlier of the:

- a) termination of your undertakings and obligations in this letter in accordance with paragraph 11; and
- b) date being 1 year after the date of this letter.

9.2 You undertake that you will not at any time during the Restricted Period:

- (a) employ or offer to employ, or enter into a contract for the services of a Key Employee, or procure or facilitate the making of any such offer by another person; and
- (b) entice, solicit or procure any Key Employee to leave their employment, or make any attempt to do so, whether or not the Key Employee would commit a breach of contract in leaving their employment.

9.3 The undertakings in paragraph 9.2:

- (a) are intended for the benefit of, and will be enforceable by us and by us on behalf of the Target and each other member of our Group; and
- (b) apply to actions carried out by you in any capacity (including as shareholder, partner, director, principal, consultant, officer, agent or otherwise) and whether directly or indirectly, on your own behalf or on behalf of, or jointly with, another person.

9.4 You agree that each of the undertakings in paragraph 9.2 is fair and reasonable, and is a separate undertaking enforceable separately and independently of any person's right to enforce any one or more of the other undertakings contained in paragraph 9.2.

10. Reservation of rights and buyer's acknowledgement

10.1 Neither this letter nor the supply of Confidential Information constitutes an offer, representation or warranty by us (or any member of our Group) to enter into the Proposed

Transaction or any further agreement with you, nor does it offer any exclusivity by us to you in respect of the Proposed Transaction or otherwise. We reserve the right to conduct discussions or negotiations with other interested parties in respect of the Proposed Transaction or other similar proposals in respect of all or part of the Target or any member of our Group.

- 10.2 Nothing in this letter imposes an obligation on any person to continue discussions or negotiations in connection with the Proposed Transaction, or an obligation on us (or any member of our Group) to disclose any information (whether Confidential Information or otherwise).
- 10.3 All rights in the Confidential Information are reserved and none of the Confidential Information will be your property. The disclosure of Confidential Information does not give you or any other person a licence or other right of any nature in respect of the Confidential Information beyond the rights expressly set out in this letter.
- 10.4 No warranty or representation (whether express or implied) is given by any person concerning the Confidential Information, including (but not limited to) its accuracy or completeness.
- 10.5 You acknowledge and agree that damages alone would not be an adequate remedy for any breach of your obligations or undertakings in this letter. Accordingly, without prejudice to any other rights and remedies we may have, we (and each member of our Group) will be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this letter.
- 10.6 Except as expressly provided in this letter, the rights and remedies provided under this letter are in addition to, and not exclusive of, any rights or remedies provided by law.

11. Duration

- 11.1 The obligations and undertakings contained in this letter will terminate upon the earlier of:
 - (a) completion of the Proposed Transaction; and
 - (b) 2 years from the date of this letter.
- 11.2 Our respective obligations under this letter will not be affected by the termination of our negotiations or discussions in relation to the Proposed Transaction.
- 11.3 Termination of the obligations and undertakings in this letter will not affect any accrued rights or remedies to which a party is entitled.

12. Agency, assignment and other dealings

- 12.1 You confirm that you are:
 - (a) acting on your own behalf in relation to the Proposed Transaction and not as a broker or agent, or otherwise for the benefit, of another person; and

(b) not seeking to enter into the Proposed Transaction with a view to resale.

12.2 Subject to paragraph 12.3, neither party will assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this letter.

12.3 We may assign any or all of our rights under this letter to a purchaser of the entire issued share capital of the Target.

13. Entire agreement

13.1 This letter constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 We each acknowledge that in entering into this letter, we do not rely on, and will have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter. We each agree that we will not have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter.

14. Variation and waiver

14.1 No variation of the terms of this letter shall be effective unless it is in writing, signed by each of us and expressly states that it is amending this letter.

14.2 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy without consent of the other party.

14.3 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

15. Costs

Except as expressly provided in this letter (or otherwise agreed between us in writing), you agree that you will be responsible for your own costs and expenses incurred in connection with the Proposed Transaction, including the negotiation, preparation and execution of this letter and the evaluation and review of Confidential Information (**Costs**).

16. Notices

16.1 A notice given under or in connection with this letter shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) Target: John.Wakins@trakm8.com
 - (ii) Buyer: troy.oconnor@omegro.com; david.turner@omegro.com;
erin.elias@volarisgroup.com
- 16.2 A notice shall be deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, when received by the recipient; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this paragraph, **business hours** means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 16.3 This paragraph 16 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17. Severance**

If any provision or part-provision of this letter is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this letter.
- 18. Third party rights**
 - 18.1 This letter does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
 - 18.2 This letter is made for the benefit of each member of our and your respective Groups, and our and your respective undertakings and obligations in this letter are enforceable by each of them to the fullest extent permitted by law as if they were a party to this letter.
 - 18.3 Our rights to vary or rescind this letter are not subject to the consent of any other person.
- 19. Governing law and jurisdiction**
 - 19.1 This letter and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.
 - 19.2 We each irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes and claims) arising out of or in connection with this letter or its subject matter or formation.

Please confirm your receipt of, and agreement with, the terms of this letter by signing and returning to us the enclosed copy.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "John F. Watson".

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Trakm8 Holdings Plc

BUYER'S AGREEMENT AND ACKNOWLEDGEMENT

We hereby acknowledge receipt of, and agree to and accept the contents of, this letter.

DocuSigned by:
David Turner
C65DC93C88FF4DD...

Signed.....

Brilliant UK Limited

12/19/2024

Date.....