

Cpl Resources plc  
83 Merrion Square,  
Dublin 2,  
D02 R299  
(the "**Company**")

OUTSOURCING Inc.  
19F Marunouchi Trust Tower Main,  
1-8-3 Marunouchi, Chiyoda-ku,  
Tokyo, 100-0005, JAPAN (the "**Bidder**")

Dated: 19 March 2020

***NON-DISCLOSURE AGREEMENT  
STRICTLY PRIVATE & CONFIDENTIAL***

Dear Sirs

The Bidder is in discussions with the Company relating to the possible acquisition by it or a member of its Group of all of the issued and to be issued share capital of the Company (the "**Proposed Transaction**"). As part of the discussions relating to the Proposed Transaction, the Company has agreed to make certain confidential information available to the Bidder on the terms, and subject to the conditions of, this letter. In consideration of the disclosure by the Company of certain Confidential Information to the Bidder, each Party agrees and undertakes to the other in the terms set out in this letter.

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this letter the following words and expressions will have the following meanings:

"**Acting in Concert**" has the meaning given to it in Rule 2.1(a) of Part A of the Irish Takeover Rules;

"**Advisers**" means, in relation to any person, the professional advisers, providers of due diligence services, investment bankers, consultants, public relations advisers and brokers of that person and any other persons advising or assisting it in relation to the Proposed Transaction, including (unless the context otherwise requires) partners in, and directors and employees of, such advisers and other persons and, for the avoidance of doubt, excludes any providers of debt or equity finance to the Bidder;

"**Business Day**" means a day (other than a Saturday or a Sunday or public holiday in Ireland) on which clearing banks are open to the general public for business in Dublin and Japan;

"**Competing Proposal**" means any proposal, transaction, arrangement or offer in relation to the Company that would, if completed substantially in accordance with its terms, result in any third party: (i) acquiring directly or indirectly a Relevant Interest in more than 30% of the Company's shares; or (ii) otherwise acquiring or merging with the Company whether by way of (without limitation) takeover offer, scheme of

arrangement, cross border merger, or the sale or purchase of all or a majority of the assets of the Company's Group;

**"Concert Party"** means, in relation to any person, a party who is deemed or presumed to be Acting in Concert with that person for the purposes of the Takeover Rules;

**"Confidential Information"** comprises:

- (a) information regarding the Bidder's involvement in the Proposed Transaction and any discussions or negotiations between the Company's and the Bidder's respective Advisers and Representatives, in each case in relation to the Proposed Transaction;
- (b) all business, technical, financial, operational, administrative, marketing, economic or other information (including for the avoidance of doubt any information relating to agreements, procedures, methods, strategy or processes) supplied by or on behalf of the Company, whether orally, electronically, in writing, in any online data room or otherwise, or any other Persons involved in the Proposed Transaction (whether before, on or after the date of this letter) to the Bidder, any member of the Bidder's Group or their respective Representatives or Advisers in connection with or as a consequence of any enquiries, discussions or negotiations concerning the Proposed Transaction either directly or indirectly, in any form and whether relating to the business, financial or other affairs of the Company, its Group, any property or other assets of the Group (including, without limitation: (i) the existence of the terms of this letter; and (ii) the fact that Confidential Information has been or may be provided to the Bidder by or on behalf of the Company, and including any notes, analyses, reports, memoranda or other work product prepared by the Bidder, any member of the Bidder's Group or their respective Representatives or Advisers) containing, reflecting or derived from the Confidential Information; and
- (c) confidential information and data disclosed to the Bidder, any member of the Bidder's Group or any of their respective Advisers or Representatives by any inspection of, or visit to, property owned, used or occupied by the Company or any member of its Group;

**"DPA"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

**"Group"** means, in relation to any person, that person, any Holding Companies or Subsidiaries or subsidiary undertakings (within the meaning of section 275 of the Companies Act 2014) of that person or of any such Holding Company, any person or entity that is controlled by, controlling or under common control with that person, and any new company or other body corporate incorporated or established by that person or any of the foregoing entities for the purposes of the Proposed Transaction;

**"Holding Company"** and **"Subsidiary"** have the meaning given to those terms in the Companies Act 2014 (and **"Subsidiaries"** will be construed accordingly);

**"MAR"** means Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse and all delegated legislation and technical standards issuing under that Regulation;

**"Parties"** means the parties to this letter (and **"Party"** will be construed accordingly);

**"Person"** or "person" includes any individual, firm, body corporate, or governmental or regulatory department or agency;

**"Relevant Interest"** as respects a share in the Company, has the meaning given to the term "interest in a relevant security" by, and is to be interpreted in accordance with, Rule 2.6 of Part A of the Takeover Rules;

**"Representatives"** means in relation to any person, the directors, partners, officers and employees of it or other entities within its Group;

**"Standstill Period"** means the period from the date of this letter until the earlier of: (i) the date that is 12 months from that date (or any later date agreed in writing by the Parties); and (ii) an announcement of an offer by the Bidder (or a member of the Bidder's Group or a Concert Party) for the share capital of the Company pursuant to an announcement that is recommended by the Company;

**"Takeover Panel"** means the Irish Takeover Panel; and

**"Takeover Rules"** means the Irish Takeover Panel Act, 1997, Takeover Rules 2013 (as amended).

- 1.2 The headings in this letter are included for convenience only and will not affect the interpretation of it.
- 1.3 Unless otherwise specified, a reference in this letter to any legislation, statute or statutory provision will be construed as a reference to the laws of Ireland and includes:
- (a) any subordinate legislation made under it including all regulations, by-laws, orders and codes made thereunder;
  - (b) any repealed legislation, statute or statutory provision which it amends or re-enacts (with or without modification); and
  - (c) any statute or statutory provision which amends, modifies, consolidates or supersedes it.

## 2. CONFIDENTIALITY OBLIGATIONS

- 2.1 Subject to paragraphs 2.2 and 3 below, the Bidder will, and will procure that each member of its Group and (so far as it is reasonably able to do so) that each of its or their Representatives and Advisers will, whether or not the Proposed Transaction is completed:
- (a) use the Confidential Information only for the purpose of considering, facilitating, negotiating and furthering the Proposed Transaction or advising, or seeking advice, in relation to the Proposed Transaction;
  - (b) not disclose any Confidential Information to anyone other than those persons who: (i) are members of its Group or its or their respective Advisers (which term shall, in this context, include any financial institution engaged by it for the purposes of financing its participation in the Proposed Transaction provided that consent has been received from the Company pursuant to paragraph 2.1(g) below), or Representatives; and (ii) have a bona fide need to know such information for the purposes of facilitating, negotiating or furthering the Proposed Transaction or advising, or seeking advice, in relation to the Proposed Transaction;
  - (c) use all reasonable endeavours to preserve the secrecy of the Confidential Information including by taking all reasonable security precautions as may be necessary to protect the Confidential Information from disclosure and to keep it confidential including, without limitation, the protection of documents from

theft, damage, loss, unauthorised duplication and discovery of contents and restrictions on access by unauthorised persons and in any event protect the confidentiality of the Confidential Information to the same standard applied to the Bidder's own proprietary and/or confidential information and will never exercise less than reasonable care;

- (d) not contact any Representatives or Advisers of the Company (other than those identified to the Bidder by or on behalf the Company as already being aware of the Proposed Transaction);
- (e) not reduce to writing, store on disk, tape or other device or make any copies, summaries, extracts, transcripts, notes, reprints, analyses and recordings (in any form of media) that use, contain or are based on, or derived from, Confidential Information except (i) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter or (ii) with the prior written consent of the Company;
- (f) inform the Company immediately in writing if the Bidder becomes aware that any of the Confidential Information has been disclosed by it, any member of its Group or their respective Representatives or Advisers in breach of this letter and provide the Company with a reasonable level of detail regarding such disclosure; and
- (g) not disclose the fact of the Proposed Transaction to any potential provider of any form of finance whatsoever, whether by means of debt or equity, in connection with the Proposed Transaction without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed), but this provision shall not restrict the Bidder, following receipt of such consent from the Company, from negotiating, agreeing or implementing any agreement or arrangement for the financing of the Proposed Transaction with such provider or potential provider of finance.

2.2 The undertakings in paragraph 2.1 will not apply to the extent that any of the Company's directors or other authorised representatives have given prior written consent to the specific use or disclosure of any Confidential Information proposed by the Bidder.

### 3. EXCEPTIONS AND PERMITTED DISCLOSURES

3.1 For the avoidance of doubt, any information:

- (a) which is or becomes generally available to the public other than as a result of a disclosure by the Bidder, any member of its Group or its or their respective Representatives or Advisers in breach of this letter;
- (b) which the Bidder can prove to the reasonable satisfaction of the Company, from written records or other substantive evidence is or becomes available to the Bidder from a source other than the Company, its Representatives or Advisers, which source: (i) is lawfully in possession of such information; (ii) has not (so far as the Bidder is aware, having made reasonable enquiries) breached any legal, regulatory or fiduciary obligation to the Company or any third party in so making available such information; and (iii) has not required the Bidder to maintain the confidentiality of or otherwise refrain from disclosing, such information to others; or
- (c) which the Bidder can prove to the reasonable satisfaction of the Company, from written records or other substantive evidence is or has been independently developed by the Bidder, any member of its Group or any of its

or their Representatives or Advisers without using or referring to any Confidential Information provided to the Bidder,

is not Confidential Information for the purposes of this letter.

- 3.2 Where the Bidder is requested pursuant to, or required by, applicable law, regulation, published regulatory policy, stock exchange or legal process (an "**Applicable Requirement**"), to disclose any of the Confidential Information, it will promptly notify the Company orally, and confirm the same promptly in writing, so that the Company may seek a protective order or other appropriate remedy from the courts. It is further agreed that, in the absence of a protective order or other appropriate remedy that the Bidder will only furnish that portion of the Confidential Information which it is advised by its outside legal counsel is legally required and that the undertakings in paragraph 2.1 will not prohibit such a disclosure. Where the disclosure is by way of stock exchange announcement, the Bidder shall, where permitted by law and reasonably practicable, consult with the Company in advance as to the wording of the announcement. For the avoidance of doubt, nothing in this letter will impose any restriction of a type prohibited by Rule 2.3(c)<sup>1</sup> or any other provision of the Takeover Rules.
- 3.3 Subject to applicable law and regulation, the Bidder will:
- (a) promptly provide the Company with prior written notice of any intended disclosure of Confidential Information under paragraph 3.22, including the proposed text of any such disclosure;
  - (b) minimise the disclosure of Confidential Information relating to the Proposed Transaction; and
  - (c) where reasonably practicable, consult with the Company in relation to any intended disclosure of Confidential Information under paragraph 3.2 and consider in good faith any requests or comments made by the Company in relation thereto.
- 3.4 The Bidder will procure that any of its Group and its or their Representatives, Advisers and any other persons that receive Confidential Information from the Company or its Representatives or Advisers for or on behalf of the Bidder are instructed to abide by the terms of this letter and the Bidder accepts liability for all breaches of this letter committed by any such persons as though they were a party to this letter.

#### 4. INSIDER DEALING AND MARKET ABUSE

- 4.1 The Bidder acknowledges that some or all of the Confidential Information received by it may constitute:
- (a) non-public price sensitive information for the purpose of applicable Irish, United Kingdom or other insider dealing or market abuse law, including "inside information" in relation to the Company within the meaning of Article 7 of MAR; and/or
  - (b) confidential information for the purposes of the Takeover Rules,

and accordingly, the Bidder hereby unconditionally and irrevocably undertakes that it will not deal, or recommend, induce or encourage any other person to deal, whether for its own account or the account of a third party, in any securities in the Company in

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<sup>1</sup> Rule 2.3(c) provides "an offeror shall not attempt to prevent the offeree board from making an announcement at any time that the offeree board deems appropriate."

breach of the provisions of MAR, the provisions of any other applicable insider dealing or market abuse rules (whether in Ireland, the United Kingdom or in any other jurisdiction) or the Takeover Rules.

- 4.2 The Bidder confirms and acknowledges: that: (i) any Confidential Information disclosed pursuant to the terms of this letter to the Bidder or any member of its Group or any of its or their Representatives or Advisers is solely for the purposes of facilitating the Proposed Transaction and to enable the Bidder to obtain advice in relation to the Proposed Transaction; and (ii) the Confidential Information is given in confidence.
- 4.3 The Bidder undertakes that it will not, and will procure that each member of its Group and that each of its and their respective Representatives or Advisers, will not, engage in insider dealing, unlawful disclosure of inside information or market manipulation (as such terms are defined in MAR) based on the Confidential Information or, by taking or refraining from taking any action, recommend, induce, require or encourage another person to engage in behaviour based on the Confidential Information which, if engaged in by the Bidder, any member of its Group or any of their respective Representatives or Advisers, would amount to insider dealing, unlawful disclosure of inside information or market manipulation (as defined in MAR), in each case in relation to the securities of the Company.
- 4.4 The Bidder acknowledges and agrees that the Company is making Confidential Information available to it as a Bidder entitled to such information under Article 10(1) of MAR and under a duty of confidentiality as contemplated by Article 17(8) of MAR. The Bidder further undertakes to notify the Company immediately after becoming aware of any material breach of the terms of this letter by it in order to enable the Company to comply with the notification obligations to which it may be subject under Article 17(1) of MAR.

## 5. EXPIRY AND RETURN OF INFORMATION

- 5.1 Subject to paragraphs 5.1 and 5.2, the Bidder undertakes that if:
- (a) the Bidder decides not to proceed with the Proposed Transaction, announces that it is no longer proceeding with the Proposed Transaction or otherwise informs the Company that it no longer wishes to participate in the sale process concerning the Company; or
  - (b) the Company so requests in writing (except where such request is contrary to any rights the Bidder may have pursuant to the Takeover Rules),
- the Bidder will, and it will procure that any member of its Group and its or their Representatives and Advisers will, as soon as reasonably practicable (and in any event within five Business Days), destroy or (at the Bidder's option) return to the Company all Confidential Information and any document containing any Confidential Information and take all required steps to erase all Confidential Information from any computer, word processor or other device containing the Confidential Information.
- 5.2 Nothing in paragraph 5.1 will require any person to destroy or return any Confidential Information which:
- (a) is included in any papers constituting advice from the Bidder's Advisers in relation to the Proposed Transaction;
  - (b) is stored electronically pursuant to an existing routine data back-up exercise on servers or back-up sources, so long as it is deleted from local hard drives and no attempt is made to recover it from such servers or back-up sources;

- (c) is required to be retained for bona fide and existing internal compliance procedures; or
- (d) could result in that person being in breach of any applicable legal or regulatory obligations,

so long as, in each case, it continues to be treated confidentially in accordance with the terms of this letter.

- 5.3 Save where specifically provided to the contrary, the terms of this letter will cease to apply on the earlier of (i) the expiry of eighteen months from the date of this letter and (ii) completion by the Bidder or one of the Bidder's Concert Parties of the Proposed Transaction.

## 6. PROCEDURE

The Bidder acknowledges and agrees that the procedures for the evaluation of, or access to, any Confidential Information and any negotiations in relation to the Proposed Transaction may be changed or terminated at any time and without notice by the Company, and the Bidder agrees that the Company will be under no obligation to recommend any offer or proposal (whether or not any such offer or proposal is the most favourable offer or proposal received) which may be made by the Bidder or on its behalf, in the course of any negotiations in respect of the Proposed Transaction.

## 7. STANDSTILL

- 7.1 Subject to paragraphs 7.2 to 7.4 (inclusive), during the Standstill Period, the Bidder will not and will ensure that all members of the Bidder's Group and their respective Concert Parties do not:
- (a) acquire, directly or indirectly, by purchase or otherwise, any Relevant Interest in the share capital of the Company;
  - (b) enter into any contract for difference or other derivative instrument referenced to securities of the Company, whether physically or cash settled;
  - (c) announce or make any general, partial, tender or other type of offer (with or without conditions or pre-conditions) for all or any part of the share capital of the Company, whether by way of takeover offer, exchange offer, scheme of arrangement, cross-border merger or otherwise, or announce any offer, possible offer or firm intention to make any such offer;
  - (d) enter into any agreement, arrangement or understanding involving the conferring of rights on the Bidder, any member of the Bidder's Group or any of their respective Concert Parties, the economic effect of which is equivalent, or substantially equivalent, to the Bidder, any member of the Bidder's Group or any of their respective Concert Parties acquiring or holding a Relevant Interest in any part of the share capital of the Company; or any right or entitlement to direct the voting or disposition of any securities of the Company;
  - (e) make any public announcement with respect to, or submit a proposal for, or offer for (with or without conditions) any extraordinary transaction involving the Company or any of its securities or assets;
  - (f) make, or in any way participate directly or indirectly in, any solicitation of "proxies" with respect to the voting rights of any voting securities of the Company, or otherwise seek to influence or control the management or policies of the Company;

- (g) seek irrevocable undertakings, letters of intent or any binding or non-binding commitment from any holders of the Company's shares regarding any matter specified in paragraphs 7.1 (a) to (f) inclusive;
- (h) enter into any discussions with any of the holders of the Company's shares regarding any matter specified in paragraphs 7.1(a) to (g) inclusive;
- (i) take or procure the taking of any step which might give rise to any legal obligation to make any offer for all or any part of the share capital of the Company;
- (j) publicly request the Company to amend, waive or terminate or consider the amendment, waiver or termination of any provision of this paragraph 7 or otherwise consent to any action inconsistent with any provision of this paragraph 7;
- (k) assist or do anything which would constitute Acting in Concert with any other person in connection with any of the foregoing, including directly or indirectly advising, encouraging, assisting, acting as a financing source for or otherwise investing in any significant manner in any other person in connection with any of the foregoing; or
- (l) publicly disclose any intention, plan or arrangement inconsistent with the foregoing,

provided that these restrictions shall not prevent the Bidder from conveying to the board of directors of the Company information about the terms on which it might be prepared to make an offer for securities of the Company.

7.2 Paragraph 7.1 does not apply to:

- (a) the entry into by the Company and the Bidder or any members of their respective Groups of an agreement on a mutually agreed basis for the implementation of a Proposed Transaction; or
- (b) anything done with the prior written consent or agreement of the Company.

7.3 Paragraph 7.1 will cease to apply if a Competing Proposal is announced and the board of directors of the Company recommends (or agrees to recommend) to the holders of the Company's shares that they accept or vote to accept the Competing Proposal.

7.4 The restrictions in paragraph 7.1 shall not apply so as to prevent any investment adviser of the Bidder, any member of the Bidder's Group or any of their respective Concert Parties from taking any action in the normal course of that adviser's investment or advisory business, provided such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, the Bidder, any member of the Bidder's Group or any of their respective Concert Parties or Representatives in receipt of Confidential Information.

7.5 Subject to the prior written consent of the Company, the Bidder or the Bidder's Group and their respective Concert Parties will not be restricted from procuring that shareholders of the Company enter into irrevocable undertakings or letters of intent with the Bidder prior to an announcement of a firm intention to proceed with the Proposed Transaction.

7.6 The Bidder will immediately notify the Company if the Bidder becomes aware of a breach of paragraph 7.1.



**8. DATA PROTECTION**

Both Parties acknowledge and agree to: (a) take appropriate technical and organisational measures against unauthorised or unlawful access to, disclosure of and accidental loss or destruction of any Confidential Information; (b) only use, deal with or process personal data (within the meaning of the DPA) in compliance with the DPA; and (c) not to knowingly transfer any Confidential Information constituting personal data (within the meaning of the DPA) outside the European Economic Area without the other Party's prior written consent.

**9. NO TITLE, REPRESENTATIONS OR WARRANTIES**

9.1 Except to the extent expressly provided for in any definitive agreement for a Proposed Transaction, the Bidder acknowledges and agrees that (i) the Confidential Information has not been subject to a verification exercise; (ii) it will be responsible for making its own assessment and investigation of the Confidential Information and of the information and data contained in the Confidential Information; (iii) neither the Company, any member of the Company's Group nor any of their respective Representatives or Advisors make any representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information provided by the Company, any member of the Company's Group or their respective Representatives or Advisors; and (iv) no liability shall result to the Company, any member of the Company's Group or their respective Representatives or Advisors from any use of or reliance on the Confidential Information by the Bidder, any member of the Bidder's Group or their Concert Parties or their respective Representatives or Advisors.

9.2 None of the Bidder, any member of its Group or any of its or their respective Representatives or Advisors will acquire by implication or otherwise any right in or title to or licence in respect of any part of the Confidential Information by virtue of any disclosure made under this letter.

9.3 Except to the extent expressly provided for in any definitive agreement for a Proposed Transaction, the Company has the absolute right to determine what information, properties and personnel it wishes to make available to the Bidder. Unless a definitive agreement regarding a Proposed Transaction between the Company and the Bidder has been executed and delivered by each of them (or members of their respective Groups), neither the Company nor the Bidder, nor any of the members of their respective Groups shall be under any legal obligation of any kind whatsoever with respect to such a Proposed Transaction by virtue of this letter or any other written or oral expression or conduct with respect to any Proposed Transaction except, in the case of this letter, matters specifically agreed to in this letter. Each Party further acknowledges and agrees that each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party or any of its Representatives with regard to a Proposed Transaction, and to terminate discussions and negotiations with the other Party at any time.

**10. NON-SOLICITATION OF EMPLOYEES**

10.1 The Bidder shall not and shall procure that no member of its Group shall, directly or indirectly for a period of 12 months commencing on the date of this letter:

- (a) solicit for employment in any capacity, offer employment to in any capacity, or enter into a contract for the services of any person (i) who is at the date of this letter a director, officer or employee of the Company or any member of its Group, and (ii) who the Bidder, its Group or its Representatives is in communication with in relation to the Proposed Transaction; or

- (b) encourage or seek to encourage any such person to leave his current employment or to breach the terms of such employment or consultancy.
- 10.2 The undertaking in this paragraph 10 apply to actions carried out by the Bidder in any capacity and, whether directly or indirectly, on the Bidder's own behalf, on behalf of any other person or jointly with any other person.
- 10.3 The undertaking in this paragraph 10 shall not prevent the Bidder from employing or offering to employ any person:
  - (a) who applies, without enticement, for any position in response to a bona fide public advertisement by the Bidder which is capable of being responded to by members of the public (or sections thereof); or
  - (b) whose employment with the Company, or a member of its Group, has, without enticement, ceased.
- 10.4 The Bidder acknowledges that the restrictions in this paragraph 10 are reasonable and necessary for the protection of the legitimate interests of the Company and its Group, but if any such restrictions are adjudged or held to be void, illegal or unenforceable for whatever reason, but would be valid in the event that the scope or extent of the restrictions was reduced, then those restrictions shall apply with such modifications as may be necessary to make them valid and enforceable.

## **11. NON-SOLICITATION OF CUSTOMERS**

- 11.1 The Bidder will not, and shall procure that no member of its Group shall, directly or indirectly, use the Confidential Information to seek the custom of any person who is or was, in the 12 months prior to the date of this letter, a client or customer of the Company or any member of its Group in a way that competes with the business of the Company and its Group.

## **12. GENERAL**

- 12.1 Each Party confirms that it is acting in this matter as principal and not as agent or broker for any other person.
- 12.2 Each Party will be responsible for its own costs, fees and expenses in connection with the negotiation and preparation of this letter and any evaluation of, or discussions in connection with, the Proposed Transaction or any other proposal which may be made in relation to the Company, its undertakings or assets.
- 12.3 This letter constitutes the entire agreement and understanding between the Parties as at the date of this letter and it supersedes any previous agreement, draft agreement, arrangement or understanding (whether in writing or not) between the Parties relating to the subject matter of this letter. The Parties each acknowledge that this letter was negotiated by sophisticated parties at arms' length, and no Party shall be construed as the drafting party against which this letter could be construed.
- 12.4 This letter is personal to the Bidder and may not be assigned to any party without the prior written consent of the Company.
- 12.5 No variation of this letter will be valid unless it is in writing and signed on behalf of each of the Parties. No failure or delay by either Party in exercising any right, power or privilege under this letter shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise, or the exercise of any right, power or privilege under this letter.

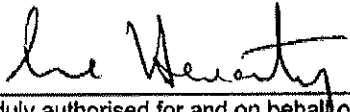
- 12.6 Without prejudice to any other rights or remedies that the Company may have, the Bidder acknowledges and agrees that damages may not be an adequate remedy for any breach or threatened breach by it of the provisions of this letter and that, accordingly, the Company will be entitled to seek the remedies of injunction and other equitable relief for any threatened or actual breach of the provisions of this letter by the Bidder and the Bidder hereby irrevocably waives any right it may have to oppose the granting of any equitable relief including injunctive relief sought by the Company in relation to any breach or suspected breach of this letter.
- 12.7 All notices hereunder shall be deemed given if in writing and delivered, if sent by courier, electronic mail or by registered or certified mail (return receipt requested) to the Parties and their respective addresses (or at such other addresses as shall be specified by like notice) set forth on the first page of this letter. Any notice given by delivery, mail (including electronic mail) or courier shall be effective when received.
- 12.8 If any provision of this letter will be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this letter, which will remain in full force and effect.
- 12.9 This letter may be executed in any number of counterparts, and by the Parties on separate counterparts, but will not be effective until each Party has executed and delivered at least one counterpart. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute one and the same instrument.
- 12.10 This letter and any non-contractual obligations arising out of or in connection with it will be governed by, and will be construed in accordance with Irish law and the courts of Ireland have exclusive jurisdiction to hear and decide any action or proceedings which may arise in connection with this letter and each of the Parties irrevocably submit to the jurisdiction of the courts of Ireland.
- 12.11 The Bidder hereby irrevocably appoints David Byers/Stephen FitzSimons of McCann Fitzgerald, Irish law firm to the Bidder, as its authorised agent upon whom process may be served in any suit or proceeding arising out of or in connection with this letter, and agrees that service of process upon such agent to the following address:

For the attention of: David Byers/Stephen FitzSimons  
McCann Fitzgerald  
Riverside One, Sir John Rogerson's Quay  
Dublin 2, D02 X576

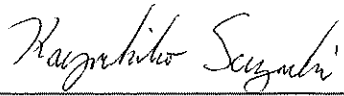
shall constitute effective service of process upon the Bidder in any such suit or proceeding. The Bidder further agrees to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect until all obligations of the Bidder under this letter have been satisfied or discharged.

Please confirm your agreement to and acceptance of the terms and conditions in, and other provisions of, this letter by signing, dating and returning a copy of it to us.

Yours faithfully

  
duly authorised for and on behalf of  
Cpl Resources plc

We hereby agree to the terms of your letter dated 19 March 2020, a copy of which is set out overleaf.

A handwritten signature in cursive script, reading "Kazuhiko Suganaka".

duly authorised for and on behalf of  
OUTSOURCING Inc.

Date: 23 March 2020

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