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STRICTLY PRIVATE AND CONFIDENTIAL

From: Argentex Group plc
25 Argyll Street
London W1F 7TU

To: IFX (UK) Ltd (the "**Counterparty**")
33 Cavendish Square
London
W1G 0PW

Dated: 20 April 2025

Dear Sirs/Madams,

Potential transaction involving Argentex Group plc (the "Company")

You have expressed an interest in exploring a potential transaction involving the Company, which may take the form of an offer for the entire issued and to be issued share capital of the Company (whether by way of takeover offer or scheme of arrangement) (the "**Potential Transaction**"). This agreement sets out the terms on which each Party (as defined below) will provide certain Confidential Information (as defined below) in its capacity as the "**Disclosing Party**" to the other Party in its capacity as the "**Receiving Party**" to facilitate the joint evaluation of the Potential Transaction and consideration of its terms.

Please note that the entry by the Company into this agreement with you does not oblige the board of directors of the Company ("**Board**") to provide you with Confidential Information (as defined below) or enter into or continue discussions with you and the Board reserves the right to alter or terminate any aspect of the process at any time without prior notice to you.

In consideration of the mutual disclosure of Confidential Information, the Parties agree as follows:

1. **DEFINITIONS**

1.1 In this agreement:

"acting in concert" has the meaning given to it in, and shall be construed in accordance with, the Code;

"Affiliate" means, in relation to either Party, any person or entity directly or indirectly Controlled by, or Controlling, or under common Control with, that Party (and for the avoidance of doubt, shall exclude that Party's portfolio companies);

"Authorised Recipients" means, in relation to either Party, those of its Representatives who reasonably need access to Confidential Information for the Permitted Purpose (and **"Authorised Recipient"** means any of them);

"Business Day" means a day, other than a Saturday or Sunday, on which banks are open for general business in London;

"Code" means the City Code on Takeovers and Mergers, as amended from time to time by the Panel;

"concert party" means any person deemed or presumed to be acting in concert with the Counterparty or any of its Affiliates (or a third party, as the context requires) and "**concert parties**" shall be construed accordingly;

"Confidential Information" means, in relation to a Disclosing Party:

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(a) all information relating to the Disclosing Party or any of its Affiliates or to the Potential Transaction which is or has been made available by the Disclosing Party or its Representatives to the Receiving Party or its Representatives;

(b) analyses, compilations, studies and other material prepared by the Receiving Party or its Representatives which contain, reflect or are otherwise generated from the information described in limb (a) above; and

(c) the existence and contents of the discussions between the Parties about the Potential Transaction, including the identity of the Parties and the existence and contents of this agreement,

in each case in whatever form or medium (including written, electronic, visual and oral) such information is recorded or kept and whether disclosed or created before or after the date of this agreement, but, in the case of the information referred to in limbs (a) and (b) above only, excluding information which:

(i) is or becomes publicly available (other than as a direct or indirect result of any breach of the terms of this agreement) and could be obtained by any person with no more than reasonable diligence; or

(ii) is known to the Receiving Party or its Representatives before it is disclosed by the Disclosing Party or its Representatives or is lawfully obtained by the Receiving Party after such disclosure, other than from a source which is connected with the Disclosing Party and which, in either case, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality to the Disclosing Party or its Affiliates; or

(iii) the Parties agree in writing (with email being sufficient) is not confidential;

"Control" means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management, business, activities or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise), and "**Controlled**" or "**Controlling**" shall be construed accordingly;

"Controller" has the meaning given to it in the Data Protection Laws;

"Data Protection Laws" means: (i) the GDPR; (ii) the UK GDPR; and (iii) any similar laws in the UK relating to the protection of personal data (including the Data Protection Act 2018) in each case together with all laws and regulations supplementing, amending or replacing the same in any member state of the European Union or the UK; and (iv) any other similar national data protection or privacy laws, including any legislation in force from time to time which implements the European Community's Directive 2002/58/EC;

"Data Subject" has the meaning given to it in the Data Protection Laws;

"Finance Provider" means any bona fide actual or potential provider of debt finance or equity finance to a person in connection with the Potential Transaction;

"GDPR" means the EU General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data;

"Offer" has the meaning given in the Code;

"Panel" means the Panel on Takeovers and Mergers;

"Parties" means the Company and the Counterparty (and "**Party**" shall be construed accordingly);

"Permitted Purpose" means the evaluation, negotiation and implementation of the Potential

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Transaction and advising in connection with it;

"Personal Data" means any Confidential Information which is also personal data, as defined in the Data Protection Laws, that a Disclosing Party or its Representatives provides to the Receiving Party or its Representatives under this agreement;

"Personal Data Breach" has the meaning given to it in the Data Protection Laws;

"Process" has the meaning given to it in the Data Protection Laws and **"Processes"** and **"Processing"** shall be construed accordingly;

"Representatives" means, in relation to any person, each or any of (a) its directors, officers, employees, agents, managers, professional advisers, partners and contractors (including, in respect of the Company, its investment adviser); (b) its Affiliates; (c) the directors, officers, employees, agents, managers, professional advisers, partners and contractors of its Affiliates; and (d) its Finance Providers and the directors, officers, employees, agents, managers, professional advisers, partners and contractors of any such Finance Providers;

"Supervisory Authority" has the meaning given to it in the Data Protection Laws; and

"UK GDPR" means the UK version of the GDPR which is part of English law by virtue of the European Union Withdrawal Act 2018**.**

1.2 In this agreement (unless the context requires otherwise):

1.2.1 **including, includes** or **in particular** means including, includes or in particular without limitation;

1.2.2 **written** or **writing** includes any method of representing or reproducing words in a legible form;

1.2.3 any reference to a **person** includes an individual, company, corporation, body corporate, partnership, unincorporated association or authority (whether or not having a separate legal personality); and

1.2.4 the singular includes the plural and vice versa.

2. CONFIDENTIALITY

2.1 Each Receiving Party shall:

2.1.1 keep the Confidential Information secure and confidential and not disclose the Disclosing Party's Confidential Information to any third party except as permitted by clauses 2.2 and 2.3;

2.1.2 use the Confidential Information only for the Permitted Purpose;

2.1.3 make copies of any Confidential Information only to the extent necessary for the Permitted Purpose or as part of its usual IT back-up or archive arrangements;

2.1.4 only contact any of the Disclosing Party's Representatives, landlords, bankers, tenants, suppliers, service providers, shareholders or investors in relation to the Potential Transaction or the Confidential Information if and to the extent that the Disclosing Party has approved in writing (with email being sufficient) that contact for that purpose; and

2.1.5 establish and maintain security measures to safeguard the Confidential Information from unauthorised access or use which shall be no less stringent than those which the Receiving Party applies to protect its own confidential information.

2.2 Clause 2.1 shall not prevent the Receiving Party from disclosing any of the Disclosing Party's Confidential Information to its Authorised Recipients, provided that the Receiving Party:

2.2.1 ensures that each Authorised Recipient to whom the Confidential Information is disclosed is aware of the confidential nature of the Confidential Information;

2.2.2 directs that each Authorised Recipient to whom Confidential Information is disclosed observes the restrictions contained in this clause 2;

2.2.3 shall use reasonable endeavours to procure that each Authorised Recipient to whom Confidential Information is disclosed complies with the restrictions contained in this clause 2 as if they were a party to this agreement and had undertaken the same obligations as are undertaken by the Receiving Party and shall be responsible for any breach by an Authorised Recipient;

2.2.4 obtains the Disclosing Party's consent in writing (with email being sufficient) before disclosing Confidential Information to: (i) any Representative which is also interested in shares in the Disclosing Party; or (ii) any Representative within the scope of limb (d) of the definition of Representatives; and

2.2.5 keeps a list (so far as reasonably practicable) of the names of the individuals to whom Confidential Information has been disclosed by the Receiving Party.

2.3 Notwithstanding clause 2.1, the Receiving Party and its Authorised Recipients may disclose any of the Disclosing Party's Confidential Information:

2.3.1 in accordance with clause 2.2;

2.3.2 if the Company has given prior written approval (with email being sufficient) to the disclosure;

2.3.3 subject to clause 2.4:

(A) to the extent required by either applicable law or by any order of any court of competent jurisdiction or any competent judicial or governmental body; or

(B) if required by the regulations of any listing authority or stock exchange or other regulatory or supervisory authority (including, but not limited to, the Code) or required or requested by a regulatory or supervisory authority to which the Receiving Party or any of its Affiliates is subject (whether or not having the force of law but, if not having the force of law, being of a type with which persons to which it applies are accustomed to comply and including, but not limited to, the Panel).

2.4 If the Receiving Party or any of its Authorised Recipients becomes required, in circumstances contemplated in clause 2.3.3, to disclose any Confidential Information, it shall (to the extent permitted by applicable laws and regulations) give to the Disclosing Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the Disclosing Party, having due regard to the Disclosing Party's views, and take such steps as the Disclosing Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure and, where the disclosure is to be by way of a public announcement, make reasonable efforts to agree the wording of the announcement with the Disclosing Party in advance. If a Receiving Party is unable or it is not practical in the circumstances to give notice to the Disclosing Party before the disclosure is made, the Receiving Party shall (to the extent permitted by laws and regulations) only be entitled to disclose Confidential Information to the minimum extent required and shall inform the

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Disclosing Party of the circumstances, timing, content and manner of making of the disclosure as soon as practicable after such disclosure is made.

2.5 The Receiving Party will immediately inform the Disclosing Party of the full circumstances of any disclosure upon becoming aware that Confidential Information has been disclosed in breach of the terms of this agreement.

2.6 A Receiving Party will, within ten days of receipt of a written demand from the Disclosing Party:

2.6.1 return to the Disclosing Party, or procure the return to the Disclosing Party of, or at the Receiving Party's option, destroy, all physical documents and materials, held by the Receiving Party and its Authorised Recipients, containing or based on or generated from Confidential Information relating to the Disclosing Party and the Potential Transaction provided that each Party and its Authorised Recipients may retain documents containing or based on such Confidential Information to the extent required by law, regulation or the rules of any applicable governmental, regulatory or supervisory authority or in order to comply with its bona fide internal compliance or audit policies or insurance policies;

2.6.2 permanently remove, and procure that its Authorised Recipients permanently remove, any Confidential Information held on any computer, disk or other device, to the extent reasonably and technically possible, provided that each Party and its Authorised Recipients may retain such Confidential Information: (i) as is contained in an electronic record created as part of automated business continuity procedures operated by or on behalf of it, if such record is not accessible other than for disaster recovery or similar operations and subject always to the duties of confidentiality in respect of such Confidential Information contained in this agreement; or (ii) to the extent required by law, regulation or the rules of any applicable governmental, regulatory or supervisory authority or in order to comply with its bona fide internal compliance or audit policies or insurance policies; and

2.6.3 certify in writing (with email being sufficient) to the Disclosing Party that it has complied with the requirements of this clause 2.6.

2.7 Without prejudice to any rights or liabilities accrued prior to such termination, the obligations set out in this clause 2 shall terminate and shall have no further force or effect:

2.7.1 upon completion of the Potential Transaction; and

2.7.2 if completion of the Potential Transaction has not occurred by the date which is 24 months after the date of this agreement, on that date , except to the extent that the Confidential Information is exclusively regarding the existence and contents of the discussions between the Parties about the Potential Transaction in relation to which the obligations shall not terminate.

3. DATA PROTECTION

3.1 To the extent that Confidential Information contains Personal Data and a Receiving Party Processes any such Personal Data for the purposes of the Potential Transaction, each Party acknowledges that for the purposes of the Data Protection Laws, the Receiving Party shall be a Controller with respect to such Personal Data.

3.2 The Receiving Party will comply with its obligations under the Data Protection Laws in respect of its Processing of Personal Data under this agreement.

3.3 Without prejudice to clause 3.2, the Receiving Party shall implement technical and organisational measures so as to ensure a level of security appropriate to the risk presented

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by Processing the Personal Data and to guard against the unauthorised or unlawful disclosure or Processing of or loss, misuse, corruption or destruction of, or damage to, the Personal Data.

3.4 The Receiving Party must notify the Disclosing Party without undue delay following any Personal Data Breach involving the Personal Data and the Receiving Party shall co-operate with the Disclosing Party, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to Data Subjects which are required following a Personal Data Breach involving the Personal Data.

3.5 The Receiving Party must, upon receipt of: (i) a request from a Data Subject for access to Personal Data or another request from a Data Subject; or (ii) any claim, complaint or allegation relating to the Processing of the Personal Data; in each case where this relates to the Disclosing Party's obligations under the Data Protection Laws:

3.5.1 notify the Disclosing Party promptly upon receiving any request, claim, complaint or allegation; and

3.5.2 provide the Disclosing Party with such co-operation, assistance and information as the Disclosing Party may reasonably request in relation to any such request, claim, complaint or allegation.

3.6 The Receiving Party must notify the Disclosing Party if it is obliged to make a disclosure of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter except to the extent prohibited by law.

3.7 The Receiving Party must not cause or permit any Processing of the Personal Data to occur outside the United Kingdom or the European Economic Area unless it ensures that: (i) the Processing is in a country approved under the applicable Data Protection Laws as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Laws; or (iii) it otherwise complies with its obligations under the applicable Data Protection Laws by providing an adequate level of protection to any personal data that is Processed; or (iv) one of the derogations for specific situations in the applicable Data Protection Laws applies to the processing; (v) it has first obtained the Disclosing Party’s written consent to do so.

4. NOTICES

4.1 Requirements for notices

A notice (including any approval, consent or other communication) given in connection with this agreement must be in writing in the English language, signed on behalf of the Party giving it and must be given by one of the following methods:

4.1.1 by hand (including by courier or process server);

4.1.2 by pre-paid recorded delivery or other next working day delivery service; or

4.1.3 by email (including by attachment to an email) in which case the requirement for a signature shall not apply,

in each case to the address or email address(es) (as relevant) which is specified in clause 4.2 in relation to the Party to whom the notice is addressed, and marked for the attention of the person(s) so specified, or to such other address (which must be in England or Wales) or such other email address(es), or marked for the attention of such other person(s) as the relevant Party may from time to time specify by notice given to the other Party in accordance with this clause 4.

4.2 **Parties' contact details**

The relevant address, email address(es) and specified details for each Party at the date of this agreement are as follows:

4.2.1 The Company:

(A) Address:

25 Argyll Street, London W1F 7TU

[redacted]

(B) Email address:

[redacted]

(C) For the attention of:

[redacted]

4.2.2 The Counterparty:

(A) Address:

IFX Payments, 33 Cavendish Square, London W1G 0PW

[redacted]

(B) Email address:

[redacted]

(C) For the attention of:

[redacted]

4.3 **Deemed receipt**

Unless it is proved that it was received earlier and subject to clause 4.4 below, a notice is deemed to be received:

4.3.1 in the case of a notice given by hand, at the time when the notice is left at the relevant address;

4.3.2 in the case of a notice given by pre-paid recorded delivery or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting; or

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4.3.3 in the case of a notice given by email, two hours after the time at which the email is sent to the relevant email address(es) (unless the sender receives notification that the email has not been successfully delivered).

4.4 A notice received or deemed to be received in accordance with clause 4.3 on a day which is not a Business Day, or after 5.00 p.m. on any Business Day, shall be deemed to be received on the next following Business Day.

4.5 In proving the giving of a notice, it shall be sufficient to prove that delivery was made to the appropriate address or the communication was properly addressed and posted by pre-paid recorded delivery or other next working day delivery service or the email was sent to the appropriate email address and despatch of transmission from the sender's gateway was confirmed.

4.6 This clause 4 does not apply to service of proceeding or other documents in any judicial proceedings.

5. ENTIRE AGREEMENT

5.1 Each Party agrees on behalf of itself and its Affiliates that this agreement:

5.1.1 constitutes the whole agreement in relation to its subject matter and supersedes any previous agreement or understanding between the Parties in relation to its subject matter; and

5.1.2 to the extent permitted by law, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

5.2 Each Party agrees that this agreement is made on the basis that, neither Party has been induced to enter into this agreement by, nor has relied on, any statement, representation, warranty, assurance, covenant, indemnity, undertaking or commitment, which is not expressly set out in this agreement.

6. MISCELLANEOUS

6.1 Right to terminate discussions

Each Party reserves the right in its sole and absolute discretion to terminate discussions and negotiations relating to the Potential Transaction at any time, but such termination shall not affect the terms of this agreement which shall remain in full force and effect. If either Party decides to terminate discussions and negotiations relating to the Potential Transaction, it shall notify the other Party in writing (with email being sufficient) as soon as reasonably practicable following such decision being made. No discussions or communications between the Parties will:

6.1.1 serve to impair the right of that Party to develop, make, use, procure or market products or services now or in the future that may be competitive with those offered by the other Party;

6.1.2 require that Party to disclose any Confidential Information to the other Party; or

6.1.3 result in any obligation to enter into any further agreement of any kind.

6.2 Compliance with law

The Counterparty acknowledges that it must, and will advise each of its Representatives that they must, deal with the Company's Confidential Information having regard to each of the following, where applicable:

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6.2.1 the prohibition on market abuse contained in the UK version of the EU Market Abuse Regulation (2014/596/EU) which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MAR**") in particular in relation to insider dealing and unlawful disclosure of inside information;

6.2.2 Article 17 and 18 of UK MAR in relation to inside information;

6.2.3 the Disclosure Guidance issued by the Financial Conduct Authority;

6.2.4 the Admission and Disclosure Standards issued by the London Stock Exchange; and

6.2.5 the criminal offences in relation to inside information contained in Part V of the Criminal Justice Act 1993.

6.3 **No representations or warranties**

6.3.1 No representation or warranty is made or given by a Disclosing Party or any of its Representatives as to the accuracy or completeness of the Confidential Information or any other information supplied to the Receiving Party or its Representatives or as to the reasonableness of any assumptions on which any of the same is based (and there is no obligation on either Party to update or correct such information).

6.3.2 The Parties agree, for themselves and on behalf of their Representatives, that (without prejudice to any liability for fraud or fraudulent misrepresentation) neither Party in its capacity as a Disclosing Party nor any of its Representatives shall have any liability to the other Party in its capacity as a Receiving Party or any of its Representatives, resulting from the use of the Confidential Information or any other information supplied, or for any opinions expressed, or any omissions or mis-statements made by any of them in connection with the Potential Transaction.

6.3.3 The provisions of this clause 6.3 are made subject to the terms of any written and legally binding agreement or agreements entered into between the Parties or any of their respective Affiliates in relation to the Potential Transaction (if and when signed).

6.4 **Reservation of rights and acknowledgement**

6.4.1 Each Party reserves all rights in its Confidential Information. The disclosure of Confidential Information by one Party does not give the other Party or any other person or entity any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement.

6.4.2 Each Party acknowledges that the disclosure of certain Confidential Information may infringe confidentiality obligations on the Disclosing Party and/or its Affiliates and (subject to the terms of any written and legally binding agreement or agreements entered into between the Parties or any of their respective Affiliates in relation to the Potential Transaction (if and when signed)) no warranty or representation is given or made by the Disclosing Party in relation to its or its Affiliates compliance with such obligations (although, for the avoidance of doubt, no liability is accepted by the Receiving Party and/or its Affiliates in respect of any such infringement by the Disclosing Party and/or its Affiliates).

6.5 **Takeover Code**

6.5.1 Nothing in this agreement shall:

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(A) oblige a Party to take any action (including paying any amount) which the Panel determines would not be permitted by Rule 21.2 of the Code;

(B) prevent the Company from making an announcement relating to a possible offer, or publicly identifying the Counterparty or its Affiliates as a potential offeror, at any time the board of the Company considers appropriate and any such announcement may be made by the Company without prior notification to, or consultation with, the Counterparty; or

(C) prevent the Company from complying with the Code or any Panel determination.

6.5.2 The Counterparty agrees and undertakes on behalf of itself and its Affiliates not to request any information (whether Confidential Information or otherwise) under Rule 21.3 of the Code. Such undertaking shall apply only until the earlier of: (i) the announcement of a third party not acting in concert with the Counterparty or any of its Affiliates of a firm intention to make an Offer; or (ii) the conclusion of the offer period relating to the Company.

6.6 **Memorandum**

The Counterparty acknowledges that the memorandum prepared by Gowling WLG (UK) LLP dated 19 April 2025 (the "**Memorandum**") is confidential and legally privileged to the Company. The Counterparty further acknowledges that the Company intends to share the Memorandum with the Counterparty for the limited and specific purpose of the Potential Transaction. The Counterparty hereby undertakes, in addition to the obligations set out at clause 2 of this agreement relating to the Memorandum, to maintain the confidentiality of the Memorandum and confirms that the Counterparty will not disclose it or its contents to any other party other than the Counterparty's legal advisers for the Potential Transaction and any other person as agreed by the Company from time-to-time on terms which preserve confidentiality such that the Company will remain entitled to assert legal professional privilege against disclosure of the Memorandum to any third party.

6.7 **No partnership or agency**

6.7.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute a Party the agent of the other Party, or authorise a Party to make or enter into any commitments for or on behalf of the other Party.

6.7.2 Each Party confirms it is acting as principal and not as an agent or broker for or in concert with any other person other than any Affiliate.

6.8 **Assignment etc.**

Neither Party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

6.9 **Third party rights**

6.9.1 Except as provided in this clause 6.9, no term of this agreement is enforceable by a person who is not a party to this agreement under the Contracts (Rights of Third Parties) Act 1999.

6.9.2 Each Representative has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce its rights under clause 6.3.

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6.9.3 Each Affiliate has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement that is expressed as conferring a right or benefit upon it.

6.9.4 For the avoidance of doubt, the Parties may terminate or vary this agreement without the consent of any person who is not party to this agreement.

6.10 **Variation and waiver**

6.10.1 No variation of this agreement shall be effective unless it is in writing (which for this purpose, does not include email) and signed by, or on behalf of, each of the Parties. The expression "variation" includes any variation, supplement, deletion or replacement however effected.

6.10.2 No waiver of any right or remedy provided by this agreement or by law shall be effective unless it is in writing (which for this purpose, does not include email) and signed by, or on behalf of, the Party granting it.

6.10.3 The failure to exercise, or delay in exercising, any right or remedy provided by this agreement or by law does not:

(A) constitute a waiver of that right or remedy;

(B) restrict any further exercise of that right or remedy; or

(C) affect any other rights or remedies.

6.10.4 A single or partial exercise of any right or remedy does not prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy.

6.11 **Counterparts**

This agreement may be executed in any number of counterparts (and in a form that includes electronic copies) and by each Party on separate counterparts, each of which when executed shall be an original, but all the counterparts together constitute one agreement. If this agreement is executed in counterpart, it shall not be effective unless and until each Party has executed at least one counterpart.

6.12 **Costs**

Each Party shall bear its own costs and expenses incurred in connection with the negotiation and preparation of this agreement and any other documents referred to in this agreement and any other documents which are ancillary or incidental to it.

6.13 **Severance**

6.13.1 If any provision or part of any provision of this agreement is or becomes illegal or invalid or unenforceable in any respect, such illegality or invalidity or unenforceability shall not affect the legality or validity or enforceability of any other provision of this agreement.

6.13.2 If any provision of this agreement is or becomes illegal or invalid or unenforceable in any respect, but would be legal, valid and enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion as may be necessary to make it legal, valid and enforceable.

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6.14 **Equitable remedies**

Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that damages alone may not be an adequate remedy for any breach of the provisions of this agreement and that the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of the provisions of this agreement may be more appropriate remedies.

6.15 **Governing law**

This agreement and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature and, unless provided otherwise, any document entered into in connection with it) shall be governed by, and construed in accordance with, English law.

6.16 **Jurisdiction**

6.16.1 Subject to clause 6.16.3, each Party irrevocably agrees that the English courts shall have exclusive jurisdiction in relation to any claim or dispute which may arise out of or in connection with this agreement (whether contractual or non-contractual in nature) and, unless provided otherwise, any document entered into in connection with it.

6.16.2 Each Party irrevocably waives any right that it may now or later have to object to an action being brought in the English courts (on the grounds that the English courts are an inconvenient forum, do not have jurisdiction or otherwise).

6.16.3 Nothing in this agreement (or, unless provided otherwise, any document entered into in connection with it) shall prevent a Party from applying to the courts of any other country for injunctive or other interim relief.

6.17 **Service of process**

Each Party agrees that without preventing any other mode of service, any document in an action (including a claim form or any other document to be served under the Civil Procedure Rules) may be served on any Party by being delivered to or left for that Party at its address for service of notices (but not its specified email address) under clause 4 and each Party undertakes to maintain such an address at all times in England and Wales and to notify the other Party in advance of any change from time to time of the details of such address in accordance with the manner prescribed for service of notices under clause 4.

Please confirm your agreement to these terms by countersigning and returning a copy of this agreement.

Yours faithfully,



For and on behalf of **Argentex Group plc**

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We hereby acknowledge and agree to the terms of this agreement.



For and on behalf of **IFX (UK) Ltd**

Date: 20 April 2025 | 9:10 AM BST