
CONFIDENTIALITY AGREEMENT

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This Confidentiality Agreement is made on

5 July 2021

Between

- (1) **SANNE GROUP PLC** whose registered office is at IFC 5, St Helier, Jersey JE1 1ST (**STANLEY**); and
- (2) **APEX GROUP LTD.**, whose registered office is at Vallis Building, 4th Floor, 58 Par-la-Ville Road, Hamilton HM11, Bermuda (**APSLEY**)

It is agreed

APSLEY has expressed interest in a possible offer by APSLEY for the entire issued and to be issued share capital of STANLEY (**Proposal**). In this document each of STANLEY and APSLEY is (i) a **Party**; (ii) a **Provider** in the context of the provision of Confidential Information relating to itself and its group undertakings to the other; and (iii) a **Recipient** in the context of it receiving or holding Confidential Information relating to the other and its group undertakings.

Each Party, by signing this document or a copy of it and:

- (in APSLEY's case) in consideration for STANLEY agreeing to enter into discussions with APSLEY in relation to the Proposal and agreeing to pay APSLEY £1 (one pound only) if demanded by APSLEY; and
- (in STANLEY's case) in consideration for APSLEY agreeing to enter into discussions with STANLEY in relation to the Proposal and agreeing to pay STANLEY £1 (one pound only) if demanded by STANLEY,

confirms its agreement with the other to all the terms in the Schedule to this document.

Signed for STANLEY and APSLEY as follows:

For Sanne Group plc

Signed by [Redacted]

)
)

[Redacted Signature]

For and on behalf of
Sanne Group plc

For Apex Group Ltd.

Signed by [Redacted]

)
)

[Redacted Signature]

For and on behalf of
Apex Group Ltd.

The Schedule

1 Confidential Information

Confidential Information means all of the following:

- (a) any information in any form relating directly or indirectly to the Provider or any of the group undertakings of the Provider (each a **Provider Entity** and together the **Provider Group**), any of their respective businesses or affairs or the Proposal itself which, on or after the date of this agreement, is provided to the Recipient or any of its Connected Persons in the context of the Proposal by the Provider or by any of the Provider's Connected Persons or by anyone else acting on behalf of the Provider or any such Connected Person, or which is obtained by the Recipient or any of its Connected Persons as a consequence of the Recipient's discussions or negotiations or other communications with any such person in relation to the Proposal;
- (b) analyses, compilations, studies and documents in any form prepared by the Recipient or any of its Connected Persons or by anyone else acting on behalf of the Recipient or any such Connected Person to the extent that they contain or otherwise reflect or are generated from any information referred to in paragraph (a) above; and
- (c) any information in any form relating to any Provider Entity deduced by the Recipient or any of its Connected Persons or by anyone else acting on behalf of the Recipient or any such Connected Person as a consequence of it or any of its Connected Persons being in possession of any information referred to in paragraph (a) or paragraph (b) above;

but excluding any information which:

- (1) is for the time being in the public domain and has come into the public domain other than as a result of a breach by the Recipient or any of its Connected Persons of the agreement recorded by this document (**Agreement**) or of any other obligation or duty owed to any Provider Entity by the Recipient or any of its Connected Persons; or
- (2) at the relevant time had lawfully come into the Recipient's possession free of any obligation of confidentiality to any person, other than as a consequence of a breach of any obligation or duty owed by any person to any Provider Entity; or
- (3) is or was independently developed by the Recipient and/or its Connected Persons and advisers without using Confidential Information and without otherwise violating any obligations in this Agreement; or
- (4) the Provider subsequently confirms to the Recipient in writing is no longer to be treated as confidential for the purposes of this Agreement.

2 Use of Confidential Information

- 2.1 The Recipient will treat all Confidential Information as strictly confidential and the Recipient will hold it in the strictest confidence. The Recipient will safeguard all documents and data containing Confidential Information accordingly.
- 2.2 The Recipient will use the Confidential Information only for the purpose of evaluating, developing, negotiating, financing and proceeding with the Proposal and for no other purpose.

- 2.3 No Confidential Information in the Recipient's possession will be copied, duplicated, recorded or reproduced in any form other than as is reasonably necessary to assist the Recipient or its Connected Persons in connection with the Proposal in accordance with this Agreement (or, in relation only to the Recipient's usual and reasonable IT data back-up procedures).
- 2.4 The Recipient agrees to use the same degree of care to protect the Confidential Information of the Provider from unauthorised disclosure as it uses to protect its own confidential information, but in any event, the Recipient will use a reasonable degree of care.

3 Permitted disclosures

- 3.1 The Recipient and each of its Authorised Recipients may provide Confidential Information to any of its Connected Persons to the extent that such Connected Person reasonably needs access to that Confidential Information for the purpose of evaluating, negotiating, financing, advising upon or implementing the Proposal, provided that:
- (a) such access is given solely for the purpose of such Connected Person evaluating, negotiating, financing, advising upon or implementing the Proposal;
 - (b) before disclosing any Confidential Information to any such Connected Person or providing him or her with access to any Confidential Information, the Recipient will inform him or her of its confidential nature and of the Recipient's obligations relating to such information pursuant to this Agreement. The Recipient will then direct such Connected Person:
 - (i) not to disclose any Confidential Information to anyone other than another Authorised Recipient of such Recipient; and
 - (ii) to comply with paragraphs 2 (Use of Confidential Information) to paragraph 7 (Personal Data) of this Agreement in all other respects as if such Connected Person had agreed with the Provider to be bound by its terms and as if each reference in those paragraphs to the Recipient (other than at paragraph 3.1) contained an additional and separate reference to such Connected Person.
- 3.2 In accordance with Rule 2.3(d) of the Code, nothing in this letter shall prevent the board of STANLEY from making an announcement relating to the Proposal or publicly identifying APSLEY at any time the board of STANLEY considers appropriate.

4 No other disclosure

- 4.1 No Party will make any disclosure or an announcement about the Proposal or disclose Confidential Information relating to the other Party to any person, other than:
- (a) to the extent they are required to do so by applicable law or regulation, any order of a court of competent jurisdiction or any competent governmental, judicial or regulatory authority or body (including, without limitation, any relevant stock exchange on which such person's securities are admitted to trading);
 - (b) following STANLEY and APSLEY or one of APSLEY's group undertakings making a joint announcement in accordance with Rule 2.7 of the City Code that APSLEY or one of its group undertakings is to make a takeover offer for STANLEY's shares which is to be recommended by the board of STANLEY, the making of which is not subject to any pre-conditions;

- (c) following the making of an announcement in accordance with Rule 2.7 of the City Code by a bona fide offeror which is not (and is not treated as being) a Concert Party of APSLEY that it is to make an offer for STANLEY's shares whether such offer is recommended or not; or
 - (d) in accordance with the other provisions of this Agreement.
- 4.2 To the extent that it is not prevented by law from doing so, the Recipient will notify the Provider of any disclosure to which paragraph 4.1(a) applies which the Recipient anticipates it will be required to make as soon as reasonably possible after the Recipient becomes aware that it may be required to do so, provided that no such notification to the Provider will be required in respect of any such disclosure to a banking, tax, securities or other regulatory authority where it is made in response to a general or routine request that does not specifically relate to Confidential Information or the Proposal.
- 4.3 The Recipient will then, to the extent it is not prevented by law from doing so, take all such steps as the Provider reasonably requests to resist or avoid having to make such anticipated disclosure and/or to ensure that the amount and scope of Confidential Information that would have to be disclosed is the minimum necessary. To the extent that it is not prevented by law from doing so, the Recipient will keep the Provider fully and promptly informed of all relevant matters so that the Provider, at its sole cost and expense, may seek a protective order or other appropriate remedy in relation to such anticipated disclosure.
- 4.4 Other than as permitted under this Agreement, the Recipient will not make any comment to anyone other than an Authorised Recipient about any Confidential Information or the Recipient's views on it. The Recipient will not use (nor, so far as within the Recipient's power or control, allow to be used) any Confidential Information in any way in connection with (or for the purpose of) any business, other than as permitted under this Agreement.
- 4.5 Subject always to paragraph 3.2, neither Party shall reveal, confirm or acknowledge to any person, to the extent that it constitutes Confidential Information, other than in confidence to any of its Authorised Recipients (or other than as required or permitted under this Agreement):
- (a) the fact that the Parties are in discussions or negotiations concerning the Proposal nor the status or progress or termination of any such discussions or negotiations; nor
 - (b) that it has received or expects to receive in connection with the Proposal any information from or on behalf of the other Party that is or may be of a confidential nature,
- or that anything referred above in this paragraph 4.5 has occurred or been done.
- 4.6 Notwithstanding any provision to the contrary in the Agreement, APSLEY shall be permitted to discuss its interest in the Proposal with any financial rating agency, governmental or supervisory body or any regulatory organisation following the making, or announcement of a firm intention to make, a general offer (whether by scheme of arrangement or otherwise) to acquire the entire issued and to be issued share capital of STANLEY under Rule 2.7 of the City Code which has been recommended by the board of STANLEY.

5 Authorised contacts

- 5.1 APSLEY shall procure that each of its Connected Persons (other than such Connected Persons which are professional advisers, Finance Providers or other external representatives

of APSLEY, in which case, subject always to paragraph 8.1, APSLEY shall direct that the relevant Connected Person) shall:

- (a) direct all communications to STANLEY relating to the Proposal only to the chairman or executive directors of STANLEY or anyone subsequently identified in writing by the chairman or executive directors for this purpose; and
- (b) other than as permitted under paragraph 5.1(a), not make, or have, any contact with any officer, manager or employee of STANLEY or any of its group undertakings in relation to the Proposal.

5.2 For a period of 3 months after the date of this agreement, subject always to clause 5.1, APSLEY shall procure that none of its Connected Persons (other than such Connected Persons which are professional advisers, Finance Providers or other external representatives of APSLEY, in which case, subject always to paragraph 8.1, APSLEY shall direct that no such Connected Person) directly or indirectly, without STANLEY's prior written consent, shall (save as permitted by the City Code) make or have any contact, in relation to the Proposal, with any person who is currently a director or senior employee of any group undertaking of STANLEY other than the CEO and the CFO of STANLEY (and such additional directors or senior employees as the CEO or the CFO may approve in writing).

6 Return/destruction of Confidential Information

6.1 The Recipient will return to the Provider all Confidential Information provided to it in any recorded form by or on behalf of the Provider in connection with the Proposal in the form in which it was provided (or ensure its destruction) promptly on the Provider requesting the Recipient to do so. The Recipient will ensure the deletion, destruction and erasure of all versions and copies of any analyses, compilations, studies or documents prepared or created or copied by the Recipient or any of its Connected Persons containing or reflecting or generated from or comprising any Confidential Information provided by or on behalf of the Provider promptly on the Provider requesting the Recipient to do so. This will include (unless the Provider specifies otherwise) the deletion and removal of all relevant Confidential Information from any IT or word processing or other data retrieval system held, used or operated by the Recipient or any of its Connected Persons. However, this paragraph does not require the deletion of routine IT back-up records that are readily accessible only by specialist IT or compliance personnel, nor shall the obligations in this paragraph apply to the minutes or papers of any committee (including, without limitation, its investment committee) meeting of the Recipient or its group undertakings, or to the retention of any Confidential Information in order to comply with applicable laws, rules or regulations, professional record keeping obligations, bona fide internal compliance procedures or the requirements of any competent judicial, governmental, supervisory or regulatory body.

7 Personal data

The Recipient will, in respect of information which is Confidential Information, or would be so but for the exclusions at paragraphs 1(1) to 1(4) in the defined term of Confidential Information above, comply with all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, without limitation and to the extent applicable, the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018 (UK), and all laws implementing them, in each case as may be replaced, extended or amended.

8 Compliance with this Agreement

- 8.1 Each Party shall procure that each of its Connected Persons to which Confidential Information is actually provided (other than such Connected Persons which are professional advisers, Finance Providers or other external representatives of that Party, in which case, subject always to the remaining provisions of this paragraph 8.1, such Party shall direct that the relevant Connected Person) complies with all the preceding provisions of this Agreement applicable to that Party as if such Connected Person was an additional party to this Agreement and as if each such provision also applied to such Connected Person. The Recipient will be responsible to the Provider for any non-compliance with such provisions by any of its Connected Persons (without prejudice to that person's responsibility for such non-compliance), except where the relevant Connected Person has entered into a direct confidentiality undertaking with STANLEY in relation to the Proposal.
- 8.2 Each Party confirms that the other Party may, in the event of any breach of this Agreement, be entitled to seek injunctive relief, specific performance and other equitable relief in addition to or instead of damages.

9 No duty of care and no offer or promotion

- 9.1 Other than as may otherwise be agreed in the definitive transaction documents in respect of the Proposal, neither STANLEY nor any of its Connected Persons shall owe any duty of care to APSLEY or to any other person with respect to the accuracy or completeness of the Confidential Information and is under no obligation to update, alter or add to any Confidential Information notwithstanding that such information may have subsequently become untrue, inaccurate, incomplete or misleading nor shall they have any liability in respect of the Confidential Information whether by virtue of any purported representation or warranty or otherwise (provided that nothing in this paragraph shall exclude liability for fraudulent misrepresentation).
- 9.2 APSLEY acknowledges and agrees that information made available to it or any of its Connected Persons prior to or in the course of discussions in respect of the Proposal, shall not constitute an offer by any person and are not intended as, and should not be construed in any way as, a recommendation, invitation or inducement to APSLEY or its Connected Persons to engage in investment activity.

10 Non Solicitation

Each of the Parties will not, and will procure that none of its group undertakings will, directly or indirectly, for a period of 12 months from the date of this Agreement, without the prior written consent of the other Party, employ or offer to employ, or solicit for employment or endeavour to entice away, any individual who is at any time during that 12 month period a director, officer or senior employee of the other Party or one of its group undertakings. Notwithstanding the foregoing, the publication of advertisements of general circulation or search firm engagements

not targeted at the officers, senior executives or employees of the other Party shall not be deemed a violation of the non-solicitation provisions of this paragraph, nor shall this paragraph prohibit either Party from employing any person who has made an unsolicited approach to it.

11 Duration

Except where expressly provided otherwise in this Agreement, the obligations of the Parties under this Agreement shall expire on the earlier of: (a) two years from the date of this Agreement; and (b) the date of completion of the Proposal.

12 Inside Information and market abuse

12.1 APSLEY acknowledges and confirms that it is aware of its obligations under all applicable law and regulations in relation to the unpublished price-sensitive information, that some or all of the Confidential Information, or the fact of the Proposal or any of its terms, may constitute inside information for the purposes of Part V of the Criminal Justice Act 1993 (UK) ("**CJA**") and / or the Market Abuse (Amendment) (EU Exit) Regulations 2019 ("**MAR**") and that it consents to receiving such information.

12.2 APSLEY shall not, and it shall procure that no person to whom it discloses any of the Confidential Information (other than such persons which are professional advisers, Finance Providers or other external representatives of APSLEY, in which case, subject always to paragraph 8.1, APSLEY shall direct that no such person) shall, disclose any such information to another person (except as permitted by this letter) or use any of the Confidential Information to deal in any securities or to encourage another person do so in circumstances that would contravene the CJA or MAR.

12.3 Without prejudice to the generality of the other provisions of this paragraph 12, each Party confirms that it has established such procedures as are necessary (including the maintenance of insider lists) in order to ensure that it complies with its obligations under all applicable regulatory requirements concerning the unpublished inside information relating to the Proposal.

13 Agent for service of proceedings

13.1 APSLEY shall maintain an agent in England for service of process and any other documents in proceedings in connection with this Agreement, whether the proceedings are in England or elsewhere.

13.2 The agent shall be Apex Consolidation Entity Limited, currently of 6th Floor, 140 London Wall, London, EC2Y 5DN. APSLEY shall notify STANLEY in writing as soon as reasonably practicable of any change.

13.3 Any claim form, judgment or other notice of legal process shall be sufficiently served on APSLEY if delivered to Apex Consolidation Entity Limited at its address as stated in paragraph 13.2 or as notified to STANLEY by APSLEY pursuant to paragraph 13.2.

14 Rule 21.3 confirmation

STANLEY represents and warrants to APSLEY that the obligations to which APSLEY and its Connected Persons are subject under this Agreement are no more onerous in any respect than those contained in any other confidentiality agreement entered into between STANLEY and any other person in respect of a possible offer for the entire issued and to be issued share capital of STANLEY ("**Other Offeror**"). In the event of any breach of this paragraph 14,

the Parties agree and acknowledge that the relevant provisions shall be void and unenforceable to the extent that they are more onerous than the equivalent provisions applied to any Other Offeror.

15 General

- 15.1 Either Party may terminate discussions with the other about the Proposal at any time.
- 15.2 Neither Party has any obligation to reimburse the other Party or any of its Connected Persons or advisers, nor will it be responsible, for any costs, expenses or other items that might be incurred by it or them in connection with any discussions or negotiations in relation to the Proposal or in complying with this Agreement.
- 15.3 If any term of this Agreement is held to be illegal, invalid or unenforceable (in whole or in part), it shall be deemed not to form part of this Agreement, but the remaining terms shall continue in full force and effect.
- 15.4 This Agreement shall continue in full force and effect in accordance with its terms notwithstanding the completion or termination of discussions between the Parties concerning the Proposal.
- 15.5 This Agreement, and all non-contractual obligations arising under or in connection with it, shall be construed in accordance with, and governed by, English law. The courts of England and Wales have jurisdiction to hear and decide any suit, action or proceedings and to settle any disputes, which may arise out of or in connection with this Agreement, for which purpose each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.
- 15.6 The Provider may enforce any term of this Agreement which refers to any other Provider Entity, or is intended to be for its benefit, on behalf of that Provider Entity. A person who is not a party to this Agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. Each Party reserves the right to vary the terms of this Agreement by their mutual written agreement at any time without the consent of any other person.
- 15.7 In this document:
- (a) **Authorised Recipients** means each of the Parties' Connected Persons who reasonably need access to Confidential Information for the purposes of evaluating, negotiating, financing, advising upon or implementing the Proposal;
 - (b) **City Code** means the City Code on Takeovers and Mergers of the United Kingdom;
 - (c) **Concert Party** means any person who, for the purposes of the City Code, is taken to be or would be taken to be a concert party of APSLEY in relation to the Proposal;
 - (d) **Connected Persons** means, in relation to the relevant Party:
 - (i) each of its group undertakings and any person or entity who or which, directly or indirectly, controls, is controlled by, or is under common control with, such person or entity;
 - (ii) its and each of its group undertakings' directors, officers, employees, professional advisers (which includes lawyers, accountants, financial or other professional advisers) and any other agents or representatives appointed in

connection with the Proposal (and any directors, offices, employees and partners of any such advisers, agents and representatives);

- (iii) any Finance Provider; and
- (iv) any director, officer, employee, adviser, agent or representative of any person referred to in (iii) above (and any directors, officers, employees or partners of any such adviser, agent or representative),

provided that, where any obligations in this Agreement are expressed to apply to any Connected Persons, such obligations shall only apply to the extent that the relevant person or entity has actually received Confidential Information;

- (e) **deal**, as in **dealings** has the meaning given thereto in the City Code;
- (f) **Finance Provider** means a provider or prospective provider of debt or equity finance to APSLEY for the purpose of financing the Proposal to whom STANLEY has given prior consent in writing to disclosing the Confidential Information (such consent not to be unreasonably withheld or delayed) other than any such finance provider who has entered into a direct confidentiality undertaking with STANLEY in relation to the Proposal on terms acceptable to STANLEY;
- (g) **group undertakings** shall be construed in accordance with section 1161 of the Companies Act 2006 and in relation to APSLEY shall include Apex Group Ltd. and their respective "associates" as defined in the Companies Act 2006) and/or funds managed or advised by any of the foregoing (but shall exclude, for the avoidance of doubt, any portfolio companies in which such funds have invested and their subsidiary undertakings);
- (h) headings are for convenience only and do not affect its interpretation;
- (i) the meaning of general words introduced by "other", "include" or "including" is not restricted as a result of them being preceded by words indicating a particular class of acts, matters or things or being followed by particular examples intended to be embraced by the general words; and
- (j) any reference to any English legal term for any legal concept shall, in respect of any jurisdiction other than England, be deemed to include an additional and separate reference to the legal concept which in that jurisdiction most nearly corresponds or approximates to that English legal term.