

To : Equals Group Plc (company registration number: 08922461)  
Third Floor Thames House Vintners Place, 68 Upper Thames Street, London, EC4V 3BJ

15 February 2024

## **Confidentiality Letter**

We, Embedded Finance Limited (company registration number: 14698459), have expressed an interest in participating in a process which may culminate in us or one of our connected parties making an offer (whether implemented by way of a scheme of arrangement, takeover offer or other means) to acquire your entire issued and to be issued share capital (the **Proposed Transaction**). In order for you to consider the Proposed Transaction, and specifically its merits, and the synergies that may exist between our business and yours, we are prepared to make available to you certain Confidential Information (as defined below) subject to you agreeing to the terms of this letter.

In consideration of being supplied with Confidential Information by us, you agree and undertake to us on the terms set out below. This letter will be interpreted in accordance with the Schedule. The Schedule is and will be construed as being part of this letter.

References to us will, where the context admits, include any member of our Group. The undertakings given by you in this letter are given for the benefit of us and every member of our Group.

### **1. UNDERTAKINGS CONCERNING CONFIDENTIAL INFORMATION**

1.1 You undertake that you will:

- 1.1.1 protect and keep the Confidential Information confidential and in strict confidence and take all precautions necessary to maintain its confidential status;
- 1.1.2 not directly or indirectly disclose or permit any Confidential Information to be made available other than in accordance with paragraph 2 or paragraph 3;
- 1.1.3 only use the Confidential Information for the Permitted Purpose;
- 1.1.4 treat the Confidential Information at all times in accordance with Data Protection Laws; and
- 1.1.5 not make copies in any media of any of the Confidential Information except as may be necessary for the Permitted Purpose.

### **2. DISCLOSURE OF CONFIDENTIAL INFORMATION**

2.1 You may disclose Confidential Information:

- 2.1.1 to Authorised Persons to the extent that such Authorised Person strictly needs access to that Confidential Information for the purpose of evaluating, negotiating, advising upon or implementing the Proposed Transaction; or
- 2.1.2 to the extent permitted by paragraph 3.

2.2 Before you disclose any Confidential Information to any Authorised Person, you will procure that they read and understand this letter and you will procure that they comply with its terms as if they were a party to it.

### 3. **FORCED DISCLOSURE**

3.1 Subject to paragraph 3.2, you or any of your Authorised Persons may disclose Confidential Information to the minimum extent required by:

3.1.1 any order of any court of competent jurisdiction or any competent regulatory body;  
or

3.1.2 the laws or regulations of any country with jurisdiction over your affairs.

3.2 If you or any of your Authorised Persons are required to disclose Confidential Information under paragraph 3.1 you or the relevant Authorised Person will (to the extent permitted by law and the rules of any competent regulatory authority to which you are subject) before making the disclosure:

3.2.1 inform us of the full circumstances of the disclosure and the information that will be disclosed;

3.2.2 take such steps as we may reasonably require to resist or minimise such disclosure (except where such steps would result in significant adverse consequences for you or the Authorised Person concerned); and

3.2.3 take into account our reasonable requirements about the proposed form, nature, content and timing of the disclosure.

3.3 If you or any of your Authorised Persons are unable to inform us before Confidential Information is disclosed under this paragraph 3, you or the relevant Authorised Person will (to the extent permitted by law) inform us after the disclosure of the full circumstances of the disclosure and the Confidential Information that has been disclosed.

### 4. **RETURN OF INFORMATION**

4.1 If you do not proceed with the Proposed Transaction, or if we by written notice require you to do so (which we may give at any time and without obligation to give any reason), you will and will procure that you and your Authorised Persons promptly (and in any event within 7 calendar days of such request):

4.1.1 either return or destroy (and confirm that destruction in writing to us) all Confidential Information held in tangible form (including copies); and

4.1.2 permanently erase or destroy all Confidential Information held on computers or computer media in your and your Authorised Persons' possession or under your and your Authorised Persons' control,

provided that:

4.1.3 you and your Authorised Persons may retain any Confidential Information contained in any board or investment committee papers or minutes;

4.1.4 in relation to Confidential Information held in electronic form, you and your Authorised Persons shall only be required to take all reasonable steps to expunge or erase Confidential Information from any computer or other electronic device such that the Confidential Information is no longer accessible without using computer forensic or data recovery software; and

provided, in each case, that the provisions of this letter shall continue to apply to any Confidential Information retained in accordance with this paragraph 4.

- 4.2 You will promptly on our request, and in any event within 7 calendar days of such request, certify in writing to us that you have complied with your obligations under paragraph 4.1.
- 4.3 If any Authorised Person to whom Confidential Information has been disclosed ceases to be an Authorised Person, you will procure that that person immediately returns, destroys or erases (as applicable) all such Confidential Information in accordance with the terms of paragraph 4.1, whether or not we have required you to do so by written notice.
- 4.4 Nothing in this paragraph 4 will require you or any Authorised Person to return, destroy or permanently erase Confidential Information that is required to be retained by reason of law, regulation or other governmental or court order or instrument in force at that time provided that any Confidential Information retained will at all times remain subject to the confidentiality obligations of this letter.
- 4.5 In relation to Confidential Information held in electronic form, you and your Authorised Persons shall only be required to take all reasonable steps to expunge or erase Confidential Information from any computer or other electronic device such that the Confidential Information is no longer accessible without using computer forensic or data recovery software.

## 5. **RESTRICTIONS**

- 5.1 Unless we otherwise agree, all communications with us in relation to the Proposed Transaction should be addressed only to and conducted only with:
- (a) the Company's Directors, our CEO and the CFO;
  - (b) our financial advisers, Rothschild & Co; or
  - (c) our legal adviser, Mishcon de Reya.
- 5.2 Neither you nor any of your Authorised Persons shall:
- (a) contact or communicate with any of our (or any member of our Group's) directors, officers, employees, creditors, pension scheme trustees, customers or suppliers in connection with the Proposed Transaction; or
  - (b) attend any of our or our Group's business premises or sites,

in each case, without our prior written consent, save to the extent that any such contact, communication or visit relates to matters conducted in the ordinary course of your business, is not connected with the Proposed Transaction and has not been made using any information derived from the Proposed Transaction.

- 5.3 You will not, while discussions relating to the Proposed Transaction are taking place and for a period of 12 months from the date of this letter, entice, solicit, or procure anyone who is at that time, and was at the date of this letter or any time before the date on which discussions relating to the Proposed Transaction come to an end, an officer of, or an employee holding an executive or management position with, Embedded Finance Limited or its Group to leave his or her employment with us, whether or not that person would commit any breach of contract by leaving service.
- 5.4 You will not, while discussions relating to the Proposed Transaction are taking place and for a period of 12 months from the date of this letter, employ or offer to employ, or enter into a contract for the services of anyone who was (i) at the date of this letter and/or (ii) at any time before the date on which discussions relating to the Proposed Transaction come to an end, an officer of, or an employee holding an executive or management position with, Embedded Finance Limited or its Group who was in possession of Confidential Information.
- 5.5 You will not, while discussions relating to the Proposed Transaction are taking place and for a period of 12 months from the date of this letter, canvass or seek the custom of any person in respect of goods or services which are competitive with those of, or of the type supplied by, Embedded Finance Limited or its Group at any time during the period of 12 months before the date of this letter or at any time before the date on which discussions relating to the Proposed Transaction come to an end, if that person (or its agent) is or was a client or customer of Embedded Finance Limited or its Group at any time during that period.
- 5.6 You will not, while discussions relating to the Proposed Transaction are taking place and for a period of 12 months from the date of this letter, supply any person with goods or services which are competitive with those or of the type supplied by Embedded Finance Limited or its Group at any time during the period of 12 months before the date of this letter or at any time before the date on which discussions relating to the Proposed Transaction come to an end, if that person (or its agent) is or was a client or customer of Embedded Finance Limited or its Group at any time during that period.
- 5.7 You will not, while discussions relating to the Proposed Transaction are taking place and for a period of 12 months from the date of this letter, solicit or entice away from Embedded Finance Limited or its Group any supplier who has supplied goods or services to Embedded Finance Limited or its Group at any time during the period of 12 months before the date of this letter, or at any time before the date on which discussions relating to the Proposed Transaction come to an end, if that solicitation or enticement causes or is likely to cause that supplier to cease supplying, or would materially reduce its supply of, those goods and services to Embedded Finance Limited.
- 5.8 Paragraphs 5.1 and 5.4 shall not apply to a recruitment offer made to or employment of any person who contacts you or any member of your Group solely on his or her own initiative, or in response to a bona fide employment advertisement.
- 5.9 Nothing in paragraphs 5.5 to 5.7 will prevent you or any member of your Group from dealing with your customers and suppliers in the ordinary course of business, as long as you or they do not refer in any way to any Confidential Information or to the Proposed Transaction.
- 5.10 In this paragraph 5, the date on which discussions relating to the Proposed Transaction come to an end will be as determined by us and notified in writing to you unless beforehand you inform us by written notice that you are terminating the discussions in which case it will be the date on which we receive that notice.

5.1.1 You will procure that every member of your Group complies with the undertakings and obligations given and entered into by you in this paragraph 5 as if entered into by each of them with us directly.

**6. NO OFFER, REPRESENTATION OR WARRANTY**

6.1 You acknowledge that the supply of Confidential Information to you will not constitute an offer by us nor the basis of any contract, nor a representation which may be relied upon by you. Subject to the Code, we will be under no obligation to proceed with the Proposed Transaction or to make any offer or proposal.

6.2 You acknowledge that the Confidential Information does not purport to be all-inclusive. In furnishing the Confidential Information we make no representation or warranty with respect to the accuracy or completeness of the Confidential Information and are under no obligation to provide you with the Confidential Information or with access to any additional information or to update or to correct any inaccuracies which may become apparent in the Confidential Information supplied. We are not liable to you or to any person to whom you disclose the Confidential Information if it is relied on, and, subject to any definitive agreement constituting the Proposed Transaction, we will not owe any duty of care to you or to any other person.

**7. [NOT USED]**

**8. REMEDIES**

8.1 Without prejudice to any other rights or remedies which we may have against you, you acknowledge that:

8.1.1 monetary damages may not be an adequate remedy for any breach by you;

8.1.2 we will be entitled (in addition to monetary damages and without limiting any other legal remedy) to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this letter; and

8.1.3 you shall, if any of the remedies set out in paragraph 8.1.2 are sought in relation to any threatened or actual breach of the terms of this letter, waive any rights you have to oppose that remedy on the grounds that damages would be an adequate alternative (without prejudice to your right to assert that there has been no breach of the terms of this letter or breach of confidence).

8.2 The rights and remedies contained in this letter are cumulative and not exclusive of any rights or remedies provided by law.

**9. DURATION**

Unless otherwise expressly time limited, the terms of this letter shall apply for a period of 2 years from the date of this letter.

**10. COMMUNICATIONS AND NOTICES**

10.1 All communications relating to the Proposed Transaction or the Confidential Information must be directed only to the persons specifically nominated by us in writing. You will not make or have any contact whatsoever in relation to the Proposed Transaction with any of our past or present officers, employees, customers, suppliers, sub-contractors, landlords,

bankers, consultants or advisers save those specifically nominated in accordance with this paragraph 10.1 other than in the ordinary course of business unconnected with the Proposed Transaction.

10.2 Any notice or other communication required or permitted to be given under this letter must be in writing and in English and must be delivered or sent to:

10.2.1 in our case:

Name: Embedded Finance Limited

Address: Montacute Yards, Shoreditch High Street, London, United Kingdom, E1 6HU

Attention: The Directors

10.2.2 in your case:

Name: Equals Group Plc

Address: Third Floor Thames House Vintners Place, 68 Upper Thames Street, London, EC4V 3BJ

Attention: The Directors

10.3 All notices to be given in connection with this letter may be delivered personally or by prepaid letter, but will not be validly given if sent by electronic means or in electronic form (each as defined in section 1168 of the Companies Act 2006).

10.4 Any notice must be served by delivering it personally or sending it by pre-paid first class post, if to an address in the United Kingdom, or by pre-paid international airmail, if to an address outside the United Kingdom for the attention of the relevant party.

10.5 Provided that it has been correctly addressed, the notice will (in the absence of earlier receipt) be deemed to have been received: (a) if delivered personally, at the time of delivery; (b) if sent by post to an address in the United Kingdom by first class post, on the Business Day following the date of posting; and (c) if sent by airmail to an address outside the United Kingdom, two Business Days following the date of posting. If receipt would under this paragraph 0 be deemed to occur outside Working Hours, the notice or communication will instead be deemed to have been received at the start of the next period of Working Hours.

10.6 This clause 0 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

## 11. **GENERAL**

11.1 We reserve the right in our sole and absolute discretion to terminate discussions and negotiations relating to the Proposed Transaction at any time and without any liability to you or your Group (including any liability for reimbursement of costs or otherwise), but such termination shall not affect the terms of this letter which shall remain in full force and effect.

11.2 None of the Confidential Information is your property. The disclosure to you of any Confidential Information will not give you any licence or other rights whatsoever in respect of any part of the Confidential Information beyond the rights contained in this letter.

- 11.3 No failure or delay by us in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise.
- 11.4 To the extent that any Confidential Information is covered or protected by privilege, the supply or disclosure of that Confidential Information in accordance with this letter does not constitute a general waiver of privilege or any other rights we or any member of our Group may have in respect of such Confidential Information.
- 11.5 In relation to the Contracts (Rights of Third Parties) Act 1999:
- 11.5.1 where this letter or any term of it is expressed to be made in favour of or for the benefit of any third party, that person may, with our prior written consent to enforce it in accordance with that act but may not assign the benefit of their rights under it;
- 11.5.2 save as described in paragraph 11.5.1, no term of this letter is enforceable under that act by a person who is not a signatory to it; and
- 11.5.3 the consent of any person who is not a signatory to this letter will not be required for the amendment, variation, rescission or termination of it.
- 11.6 A waiver of any right under this letter is only effective if it is in writing and it applies only to the person to whom the waiver is addressed and the circumstances for which it is given.
- 11.7 Each undertaking contained in this letter is and will be construed as separate and severable and if one or more of the undertakings is held in any way to be an unreasonable restraint of trade or unenforceable in whole or in part for any reason, the remaining undertakings or parts of undertakings as appropriate, will continue to bind the parties. The parties acknowledge that they consider the restrictions in this letter to be fair and reasonable.
- 11.8 This letter supersedes any previous agreement, arrangement or understanding between the parties in relation to the supply of Confidential Information by us to you, and represents the entire agreement between the parties in relation to those matters and may not be varied except by a written agreement signed by both parties.
- 11.9 This letter and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law. The parties irrevocably submit to the non-exclusive jurisdiction of the English Courts in respect of any claim, dispute or difference arising out of or in connection with this letter.
- 11.10 This letter may be executed in one or more counterparts all of which when taken together will constitute a single agreement.
- 11.11 The parties agree that, if the Panel on Takeover and Mergers determines that any provision of this letter that requires you to take or not to take action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.
- 11.12 Nothing in this letter shall prevent you from making an announcement relating to a possible offer or publicly identifying us as a potential offeror (as such term is construed in accordance with the Code), at any time your board of directors considers appropriate. Any such announcement may be made by you without prior notification to, or consultation with, us.

Please confirm acceptance of the terms of this letter by signing and returning a copy of this letter.

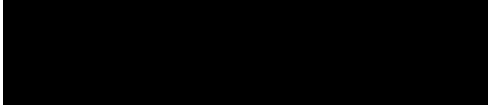
Yours faithfully



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**On behalf of Embedded Finance Limited**

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We agree to and accept the terms of this letter.



**On behalf of Equals Group Plc**

15 February 2024

.....  
Date



## SCHEDULE I - DEFINITIONS AND INTERPRETATION

I. In this letter the following definitions apply:

**Authorised Persons** means the members of your Group and your and their officers, employees, professional advisers, agents and representatives (and any officers, employees, professional advisers and partners of any such professional advisers, agents and representatives) or any other person whom we have agreed in writing may receive the Confidential Information, in each case to the extent that disclosure is necessary for the Permitted Purpose;

**Business Day** means any day on which clearing banks generally are open for business in the City of London, excluding Saturdays, Sundays and public holidays in the UK;

**Code** means the City Code on Takeovers and Mergers;

**Confidential Information** means:

- (a) any and all information in whatever form or media (including, without limitation, in written, oral, visual or electronic form) relating to us which is disclosed to you or to a third party on your behalf in connection with the Proposed Transaction, before or after the execution of this letter;
- (b) any notes, reports, analyses and reviews of, or any other information, which contain, reflect or are compiled from any information referred to in paragraph (a) above, whether prepared by you or on your behalf or by us or on our behalf;
- (c) the fact that you are evaluating the Confidential Information or the fact that we are prepared to enter into the Proposed Transaction; and
- (d) the existence, contents or nature of this letter and of discussions between the parties in relation to the Proposed Transaction,

provided that **Confidential Information** will not include any information which:

- (a) at the time of disclosure or at any time after disclosure is in the public domain, except where this has arisen as a result of a breach of the terms of this letter;
- (b) you can establish, to our reasonable satisfaction, was lawfully in your possession before disclosure by us or at any time after disclosure comes lawfully into your possession; or
- (c) is received by you from a third party who (to the best of your knowledge upon reasonable enquiry) owes no obligations of confidence to us in relation to the information in question.

**Data Protection Laws** means the Data Protection Act 2018, the UK GDPR, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other such laws relating to the protection or use of personal data, and any applicable equivalent legislation, regulation, rules or codes of practice, or other applicable laws in any country;

**GDPR** means General Data Protection Regulation 2016/979;

**Group** in relation to an undertaking, means that undertaking, any subsidiary undertaking or parent undertaking of that undertaking and any subsidiary undertaking of any such parent undertaking and any limited partnership (or a general partner of any such limited partnership), limited liability partnership or trustees of any trust in which any such parent undertaking or any subsidiary undertaking of such parent undertaking has the right to receive a share of more than 30% of its assets or income and **member of the Group** includes any undertaking in the Group;

**Permitted Purpose** means the purpose of considering, evaluating, advising on and negotiating the Proposed Transaction;

**subsidiary undertaking** and **parent undertaking** have the meanings set out in sections 1161 and 1162 of the Companies Act 2006, modified so that: sections 1162(2)(c) and 1162(4) do not apply; and in section 1162(3)(b), without limitation, a person is deemed to be "acting on behalf of" an undertaking or any of its subsidiary undertakings if any of that undertaking's shares are registered in the name of that person (i) as bare nominee; or (ii) by way of security or in connection with the taking of security;

**UK GDPR** means UK's retained EU law version of GDPR; and

**Working Hours** means the period between 9.30am and 5.30pm (London time) on any Business Day.

2. In this letter, references to persons include firms, corporations and unincorporated associations and bodies.
3. In this letter, general words are not to be given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things.