

THIS DEED is dated 28 February 2023, as amended and restated on 8 August 2023 pursuant to clause 13 of the Agreement.

BETWEEN

- (1) **PERMIRA ADVISERS LLP** (registered number OC300172) whose registered office is at 80 Pall Mall, London, SW1Y 5ES ("**Permira**"); and
- (2) **ERGOMED PLC** (registered number 4081094) whose registered office is at 1 Occam Court, Occam Road, Surrey Research Park, Guildford, GU2 7HJ ("**Ergomed**").

BACKGROUND

Pursuant to clause 13 of the Agreement (as defined below), the Agreement may be amended at any time in writing by the parties. The parties wish to amend and restate the Agreement on the terms set out herein and to make available to the other party and its advisers certain information relating to it, and to undertake to the other party to keep such information confidential on the terms set out in this Agreement.

AGREED TERMS

1. Definitions and interpretation

1.1 In this Agreement the following expressions have the following meanings:

"Agreement"	the confidentiality agreement between the parties dated 28 February 2023 as amended and restated pursuant to this deed entered into on the Restatement Date
"Business Day"	any day, other than a Saturday or a Sunday, on which banks are open in London for normal banking business
"CA 2006"	the Companies Act 2006, as amended from time to time
"Confidential Information"	has the meaning given in clause 2.1
"Confidential Parties"	in relation to either party: (a) each of its Group members; (b) in the case of Permira, any funds advised by Permira (but excluding in the case of any person who would otherwise be referred to by (a) or (b): (i) any portfolio or investee company in which funds managed or advised by Permira have invested; and (ii) any investment funds associated or affiliated with Permira the primary purpose of which is to invest in debt securities); (c) any directors, officers, members, employees, advisers, bankers, agents and representatives (and any directors, officers, employees and partners of any such advisers, agents and representatives) of it or any person referred to in (a) or (b); and (d) any director, officer, employee, member, adviser, banker, agent or representative of any person referred to in (c) above (and any directors, officers, employees or partners of any such adviser, agent or representative), in each case, from time to time
"Disclosing Party"	has the meaning given in clause 2.1.1
"Group"	in relation to any person, its holding companies and each subsidiary of that person or its holding companies (as defined in section 1159 of CA 2006 provided that for the purpose of that section a company shall be deemed to be a member of another when its shares in the other

- company are registered in the name of another person either in connection with the taking of security or as a nominee)
- "Permitted Purpose" a potential business relationship between the parties
- "Recipient" has the meaning given in clause 2.1.1.
- "Restatement Date" means the date of this deed
- 1.2 References to a person include references to any individual (including that individual's legal personal representatives), firm, company, corporation or other body corporate, government, state or agency of a state or any unincorporated association, joint venture or partnership (whether or not having a separate legal personality).
- 1.3 The clause headings in this Agreement do not affect its interpretation.
- 1.4 References to clauses are to clauses of this Agreement.
- 1.5 Any phrase introduced by the term "include", "including", "in particular", "other", or any similar general term is not limited by any particular examples preceding or following those general terms.
- 1.6 Any English term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any other legal concept is, in respect of any jurisdiction other than England, deemed to include the nearest equivalent in that jurisdiction to the English legal term and any English statutory provision is interpreted to include equivalent or analogous laws of any other jurisdiction.

2. Confidential Information

- 2.1 For the purposes of this Agreement, "**Confidential Information**" means:
- 2.1.1 all information of whatever nature used in or otherwise relating to the business, customers or financial affairs of either party or its Group which is made available by a party (the "Disclosing Party") or any of its Confidential Parties (whether before, on or after the date of this Agreement) in any form or medium to the other party (the "Recipient") or any of its Confidential Parties in connection with the Permitted Purpose including information relating to trade secrets, know-how, ideas, computer systems and computer software, future projects, business development or planning, commercial relationships and negotiations, the marketing of goods or services (including customer names and lists, sales targets and statistics) and all copies, analyses, compilations, notes, studies, plans, memoranda or other documents which contain or otherwise reflect such information; and
- 2.1.2 the existence of the Permitted Purpose, the contents of this Agreement and all discussions and negotiations between the parties (including with any of its Confidential Parties) relating to the Permitted Purpose.
- 2.2 In consideration of each party agreeing to make available the Confidential Information to the other party, each party undertakes to keep and shall procure that each of its Confidential Parties shall keep the Confidential Information secret and confidential on the terms set out in this Agreement.
- 2.3 The Recipient shall treat and keep all the Confidential Information secret and confidential and shall not, without the Disclosing Party's prior written consent (which may be given on such terms as the Disclosing Party considers appropriate), directly or indirectly communicate or disclose, or allow to be communicated or disclosed, (whether in writing or orally or in any other manner) any Confidential Information to any other person other than to such Confidential Parties who need to know it strictly for the Permitted Purpose.
- 2.4 The Recipient shall not use the Confidential Information for any purpose other than the Permitted Purpose and, in particular, the Recipient shall not use the Confidential Information for any competitive or commercial purpose.
- 2.5 The Recipient shall keep all passwords, log in details, documentation and other papers and all discs, tapes and other media recording or storing the Confidential Information secure, by applying the same level of security and protection as it would apply to its own confidential information, so as to prevent unauthorised access by any third party.

- 2.6 Save to the extent of any legal requirements to the contrary, the Recipient shall immediately notify the Disclosing Party if the Recipient becomes aware that the Confidential Information has been communicated or disclosed to any unauthorised third party.
- 2.7 The Recipient's obligations of confidentiality in this Agreement shall not apply to Confidential Information (or any part of it) which:
- 2.7.1 is publicly known at the time of its disclosure to the Recipient; or
 - 2.7.2 becomes publicly known following its disclosure to the Recipient (other than as a result of disclosure by the Recipient or any other person in breach of the terms of this Agreement);
 - 2.7.3 is already properly and lawfully in the Recipient's possession prior to its disclosure to the Recipient (as evidenced by the Recipient's written records) free of any restriction as to its use or disclosure prior to it being so disclosed; or
 - 2.7.4 is disclosed with the prior written consent of the Disclosing Party.
- 2.8 The Recipient may disclose the Confidential Information to those of its Confidential Parties who need to know the Confidential Information for the Permitted Purpose, provided that:
- 2.8.1 it informs each of the Confidential Parties of the confidential nature of the Confidential Information prior to disclosure;
 - 2.8.2 it procures that each of the Confidential Parties shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were the Recipient; and
 - 2.8.3 it keeps a written record of the Confidential Parties;
- and it shall at all times be liable for the failure of any Confidential Party to comply with the terms of this Agreement (as so applying to them pursuant to clause 2.8.2 above).

3. Announcements and permitted disclosure; Standstill

- 3.1 Subject to clause 3.2, neither party shall make, or permit or procure to be made or solicit or assist any person to make, any announcement of the Permitted Purpose without the prior written consent of the other party (which may be given on such terms as the other party considers appropriate).
- 3.2 If either party is required to disclose any Confidential Information by law, or the regulations of any stock exchange or listing authority or any other governmental or regulatory organisation, that party shall, so far as it is lawful and practical to do so and where such disclosure is to be by way of public announcement, permit the other party to comment on the wording insofar as it relates to that other party in advance of such announcement.
- 3.3 Permira acknowledges that the Permitted Purpose may be inside information for the purposes of the UK Market Abuse Regulation ("UK MAR") and Part V of the Criminal Justice Act 1993 ("CJA") and that Permira and its Confidential Parties who receive information about the Permitted Purpose may have inside information for the purposes of UK MAR and information as an insider for the purposes of the CJA. Permira further acknowledges, and will advise its Confidential Parties, that it must act in relation to the Permitted Purpose in compliance with the prohibition on market abuse contained in UK MAR and in particular in relation to insider dealing (Article 8), the unlawful disclosure of inside information (Article 10), market manipulation (Article 12), inside information (Article 17) and insider lists (Article 18).
- 3.4 Permira agrees that, for a period beginning on the Restatement Date and ending twelve (12) months from such date (the "Standstill Period"), without the prior written consent of the board of directors of Ergomed (or any authorised committee thereof), Permira or any person or entity falling within limbs (a) or (b) of the definition of Confidential Party that has received Confidential Information and is acting for and on behalf of Permira or at its direction or instruction shall not, directly or indirectly, and Permira shall direct any such person or entity not to:
- 3.4.1 in any manner acquire, agree to acquire or make any proposal to acquire, directly or indirectly, any publicly listed equity securities (including depository receipts and other derivative securities of such publicly listed equity securities) of Ergomed,
 - 3.4.2 initiate, make or otherwise participate in any solicitation of proxies to vote or other rights to vote any publicly listed equity securities of Ergomed,
 - 3.4.3 seek to direct, oblige, restrict, advise or influence any person with respect to the voting of any publicly listed equity securities of Ergomed,

- 3.4.4 seek to requisition a general meeting of the shareholders of Ergomed,
- 3.4.5 (unless required to do so by the Panel on Takeovers and Mergers pursuant to Rule 2.2 of the City Code on Takeovers and Mergers (the "Code") or by law or the rules of any competent stock exchange or other regulatory authority or body) make any public announcement with respect to, or submit a proposal for, or offer of (with or without conditions), any extraordinary transaction to acquire Ergomed, or
- 3.4.6 advise, assist or encourage any other persons in connection with any of the foregoing.
- 3.5 Except with the prior consent of the board of directors of Ergomed (or any authorised committee thereof), Permira further agrees during the Standstill Period not to communicate with: (a) any of Ergomed's shareholders regarding the subject matter of this Agreement; or (b) any customer, client, supplier or other person having a business relationship with Ergomed or its subsidiaries, concerning Ergomed's assets, business, operations, personnel, prospects or finances, Ergomed's Confidential Information or any possible transaction involving Ergomed or any of its subsidiaries. Ergomed acknowledges that "derivative securities" shall not include mutual funds or other similar investment instruments which contain securities of Ergomed and over which Permira has no control.
- 3.6 The obligations in clauses 3.4 and 3.5 above will not apply or will cease to apply (as applicable):
 - 3.6.1 if Permira (or an entity controlled by funds advised by Permira) announces an offer under Rule 2.7 of the Code to acquire Ergomed which is recommended by the board of directors of Ergomed;
 - 3.6.2 to any person who acquires or disposes of any interest in the securities of Ergomed in the ordinary course of business of that person as a fund manager, market-maker, broker or provider of trustee or nominee services where the decision to acquire or dispose is taken by an individual who is not in possession of Confidential Information or by any connected fund manager or principal trader (as defined in the Code);
 - 3.6.3 at any time any person (other than Permira or any person acting in concert (as defined in the Code) with Permira) has publicly made, or publicly announced a firm intention to make, a general offer to acquire shares carrying over 30% of the voting rights (as defined in the City Code on Takeovers and Mergers) of Ergomed (whether such offer has been recommended by the board of directors of Ergomed or not); or
 - 3.6.4 if Ergomed or any of its group undertakings enters into, or announces that it is proposing to enter into, a reverse takeover or Rule 9 waiver proposal (each as referred to in the Code).

4. Records and return of Confidential Information

- 4.1 The Recipient shall keep written records of all the Confidential Information provided to it or to its Confidential Parties under the terms of this Agreement.
- 4.2 The Recipient shall, and shall procure that the Confidential Parties shall, at the Recipient's expense, within 10 Business Days of receipt of a written demand from the Disclosing Party:
 - 4.2.1 return or (at the Disclosing Party's election) destroy all written Confidential Information provided to the Recipient or the Confidential Parties without keeping any copies;
 - 4.2.2 destroy all analyses, compilations, studies and other documents prepared by the Recipient or any of the Confidential Parties which contain or otherwise reflect the Confidential Information provided to the Recipient and the Confidential Parties;
 - 4.2.3 to the extent technically practicable, delete or remove any Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form; and
 - 4.2.4 on request of the Disclosing Party, provide a certificate signed by one of the Recipient's directors confirming that the requirements of this clause 4.2 have been complied with in full.
- 4.3 Subject to clause 4.2, the Recipient shall be entitled to retain copies of the Confidential Information solely for the purpose of complying with relevant regulations, statutory instruments or legislation with which the Recipient is bound to comply. Any Confidential Information retained by the Recipient pursuant to this clause 4.3 shall remain subject to the Recipient's confidentiality obligations under this Agreement.

- 4.4 The Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer upon the Recipient any rights (including any intellectual property rights) over the Confidential Information.

5. No offer or licence

The parties agree that:

- 5.1 neither the Confidential Information, nor anything else in this Agreement shall constitute an offer to undertake the Permitted Purpose;
- 5.2 either party may terminate negotiations with the other party, and the Disclosing Party may withhold further Confidential Information from the Recipient at any time without giving any reason; and
- 5.3 the disclosure to the Recipient of any Confidential Information shall not give it any licence or other rights whatsoever in respect of any part of such Confidential Information beyond any rights granted expressly under the terms of this Agreement.

6. Duration

The obligations set out in this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Permitted Purpose and shall continue in full force and effect for a period of 3 years after the date of the Agreement.

7. Representations and loss

- 7.1 None of the Confidential Information has been subject to verification and neither the Disclosing Party nor any member of its Group nor any of their respective shareholders, officers, employees, advisers or agents accepts responsibility for or makes any representation, expressed or implied, or gives any warranty with respect to the accuracy or completeness of the Confidential Information.
- 7.2 The Recipient shall be responsible for making its own decisions on the Confidential Information and the Recipient acknowledges that it shall have no right of action (except in cases of fraud) against the Disclosing Party or any member of its Group or any of their respective shareholders, officers, employees, advisers and agents in relation to the accuracy, reasonableness or completeness of any of the Confidential Information except to the extent that any representation or warranty relating to such Confidential Information made in any binding agreement in relation to the Permitted Purpose.
- 7.3 Neither the Disclosing Party, any member of its Group, nor any of their respective shareholders, officers, employees, advisers and agents (except in the cases of fraud) shall be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of reliance on any statement contained in or omitted from the Confidential Information.

8. Remedies

Without prejudice to any other rights and remedies that the Disclosing Party (or any member of its Group) may have, the Recipient acknowledges and agrees that the Confidential Information is valuable and that damages alone would not be an adequate remedy for any breach of this Agreement by the Recipient and that the Disclosing Party (and each member of its Group) shall be entitled, without proof of special damages, to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement.

9. Waiver

Any failure or delay on the part of any party to exercise any right or remedy conferred under this Agreement or otherwise shall not in any circumstance operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude or restrict the further exercise of any such right or remedy.

10. Notices

- 10.1 Any notice, demand or communication in connection with this Agreement shall be in writing and delivered personally or sent by pre-paid first class post (or airmail if overseas) to the addressee's address as set out at the beginning of this Agreement or to any other address

which the addressee has notified in writing to the sender not less than 7 Business Days before the notice is despatched.

- 10.2 The notice, demand or communication is deemed given:
- 10.2.1 if delivered personally, at the time of delivery to the address provided for in this Agreement;
 - 10.2.2 if sent by pre-paid first class post, on the second Business Day after posting it; or
 - 10.2.3 if sent by airmail or international standard delivery, on the fifth Business Day after posting it,
- provided that, if it is delivered personally or sent by fax on a day which is not a Business Day or after 4pm on any Business Day, it shall instead be deemed to have been given or made on the next Business Day.

11. Severability

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect any of the other provisions of this Agreement which shall remain in full force and effect.

12. Entire agreement

This Agreement is the entire agreement between the parties and supersedes and replaces any previous agreement, understanding, undertaking or arrangement of any nature between the parties relating to the subject matter of this Agreement, save that nothing in this Agreement shall limit or exclude any liability for fraud.

13. Variation and Restatement of Agreement

- 13.1 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of the parties.
- 13.2 The parties agree that this deed amends and restates the Agreement on the terms set out in this deed with effect from the date of this deed. The amendment and restatement of the Agreement pursuant to this clause is without prejudice to any right, claim or obligation that may have accrued in favour of any of the parties pursuant to the Agreement prior to this deed becoming effective.

14. Rights of third parties

Each of the Disclosing Party's Confidential Parties has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999. Except as stated in this clause, the parties to this Agreement do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

15. Counterparts

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered shall be an original.

16. Governing law and jurisdiction

- 16.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or any term of it (including non-contractual disputes or claims) shall be governed by the laws of England and Wales.

16.2 The courts of England and Wales shall have exclusive jurisdiction to settle any disputes (including non-contractual disputes or claims), which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.

17. Execution

This agreement has been executed by each of the parties as a deed and delivered on the date stated at the beginning of it.

Signed as a deed by **PERMIRA**)
ADVISERS LLP acting in its capacity as)
adviser to the Permira funds acting by a)
member in the presence of the specified)
witness)



Signed as a deed by **ERGOMED PLC**
acting by two authorised signatories

