

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "**Agreement**") is entered into on 6 May 2022,

BETWEEN

- (1) **ContourGlobal plc**, a company incorporated and registered in England and Wales with company number 10982736, whose registered office is at 5th Floor 55 Baker Street, London, W1U 8EW ("**Chi**");

AND

- (2) **Kohlberg Kravis Roberts & Co. Partners LLP**, a limited liability partnership incorporated and registered in England and Wales with registered number OC 380163, whose registered office is at 18 Hanover Square, London, W1S 1JY ("**Kappa**"),

(each a "**Party**" and together the "**Parties**").

WHEREAS:

- A. This Agreement supplements the Non-Disclosure Agreement entered into between the Parties on 10 March 2022 (the "**NDA**") and which governs the disclosure of confidential information between the Parties in connection with the proposed acquisition by Kappa of the entire issued and to be issued share capital of Chi, whether by way of a takeover offer or scheme of arrangement, each as defined in the Companies Act 2006 (the "**Proposed Transaction**"). Reference is also made to the letters to be sent by Kappa in connection with Practice Statement 30 to the UK Panel on Takeover and Mergers in relation to the Proposed Transaction (the "**PS 30 Letters**").
- B. In the context of the Proposed Transaction, Kappa needs access to commercially sensitive information of Chi in order to:
- (a) facilitate due diligence and evaluation of the Proposed Transaction;
 - (b) negotiate the Proposed Transaction;
 - (c) carry out planning and integration in relation to the Proposed Transaction; and
 - (d) undertake antitrust and/or regulatory analysis and, as needed, prepare filings and communicate with antitrust and/or regulatory authorities in relation to the Proposed Transaction,
- ("Permitted Purposes").
- C. Access to "**Sensitive Information**" (as defined in paragraph 2.1) will be limited to identified employees and representatives of Kappa, as well as certain advisers ("**Confidentiality Team**") and will not be accessible to other employees or representatives of Kappa (or any of their subsidiaries or affiliates), or any other persons.

- D. The purpose of this Agreement is to set out the terms on the basis of which Sensitive Information will be provided to Kappa for the Permitted Purposes.

IT IS AGREED as follows:

1. CONFIDENTIALITY TEAM MEMBERS

- 1.1 The Confidentiality Team shall be made up of those employees and representatives of Kappa, as well as certain advisers, who are identified in Schedule 1, as may be amended from time to time, in accordance with the provisions of paragraph 1.4 ("**Confidentiality Team Members**").
- 1.2 Each Confidentiality Team Member shall sign a copy of the form contained in Schedule 2, as may be amended from time to time by the Parties by mutual written consent, before receiving Sensitive Information. The signed copies of said forms shall be shared with the external counsel contacts in section 4 below. Representatives of Kappa's outside counsel and external advisers are to be identified by their organisation in Schedule 1 but need not be individually listed in Schedule 1 and nor are they required to sign the form contained in Schedule 2.
- 1.3 Kappa will ensure that its Confidentiality Team contains only persons who require access to the Sensitive Information for the Permitted Purposes. Kappa will further ensure that its Confidentiality Team does not contain any persons involved in the day-to-day commercial/strategic operations and decisions (including making decisions on pricing activities) with respect to any business owned or controlled by Kappa or its affiliates and which competes with or operates upstream or downstream from Chi for:
- (A) the period prior to completion of the Proposed Transaction;
 - (B) if the Proposed Transaction does not proceed, the period of two years following receipt of the relevant Sensitive Information (as defined in paragraph 2.1).
- 1.4 Kappa will also ensure that its Confidentiality Team does not contain any individual employed by anyone other than Kappa or its advisers. For the avoidance of doubt, no employees or management of a Kappa portfolio company is to be included in the Confidentiality Team.
- 1.5 Kappa will inform Chi in writing of the Confidentiality Team Members it proposes for its Confidentiality Team.

2. ACCESS TO SENSITIVE INFORMATION

- 2.1 Information shall be designated "**Sensitive Information**" by Chi if in its opinion it is: (A) not publicly available; (B) is commercially sensitive; and (C) might be expected to influence the commercial strategy of Kappa (or its owned, controlled or affiliated businesses). However, any such information that does not need to be shared with Kappa itself will instead be designated "Restricted Information" and shall be shared only with the External Antitrust Confidentiality Team (as such terms defined in the PS 30 Letters).

Restricted Information will not be considered Sensitive Information and shall be disclosed in accordance with the PS 30 Letters only. Please see Section 3 below on Restricted Information.

- 2.2 Annex 1 sets out an indicative list of information that may, without limitation, be treated as Sensitive Information.
- 2.3 Sensitive Information shall be disclosed in a manner which is accessible only by the relevant Confidentiality Team Members and/or by communications clearly marked with "Confidentiality Team Only" or "Sensitive Information".
- 2.4 Chi shall only disclose Sensitive Information to the Confidentiality Team Members to the extent reasonably necessary for the Permitted Purposes.
- 2.5 Kappa shall limit access to Sensitive Information received from Chi to the Confidentiality Team Members only. Kappa shall procure that its advisers who may have access to Sensitive Information do not disclose the Sensitive Information to any person who is not a Confidentiality Team Member.
- 2.6 No Confidentiality Team Member will disclose relevant Sensitive Information to anyone other than another relevant Confidentiality Team Member or use any Sensitive Information for any purpose other than for the Permitted Purposes. If either Party becomes aware of an actual or potential breach of any term of this Agreement it shall inform the other Party without delay of such actual or potential breach and take such action as may reasonably be required to mitigate any consequences of the actual or potential breach.
- 2.7 The Confidentiality Team can report to other Kappa personnel any conclusions or findings from the Sensitive Information on a strictly need to know basis for the Permitted Purposes provided that Kappa's external legal advisers have confirmed, prior to any such reports being shared outside the Confidentiality Team, that any Sensitive Information has been omitted, redacted, anonymised or sufficiently obscured from such reports so as to render it no longer commercially sensitive.

3. RESTRICTED INFORMATION

- 3.1 Certain information will be labelled "Restricted Information" and may only be shared with representatives of Kappa's outside counsel who are members of the External Antitrust Confidentiality Team (as that term is defined in the PS 30 Letters). As noted in the PS 30 Letters, the External Antitrust Confidentiality Team:
 - (A) Shall not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the Kappa or any person outside the External Antitrust Clean Team other than the relevant regulatory authorities; and

(B) Shall put in place effective information barriers and procedures to ensure that the Restricted Information may only be accessed by members of the External Antitrust Clean Team.

3.2 For the avoidance of doubt, representatives of Kappa's outside counsel who are members of the External Antitrust Confidentiality Team shall also be considered Confidentiality Team Members with respect to the receipt of any Sensitive Information.

4. RECORDS

4.1 All Sensitive Information will be kept secure and separate from other records, documents or information. Kappa will take reasonable steps to store Sensitive Information in such a way so as to prevent any disclosure of Sensitive Information which would contravene the restrictions in this Agreement.

4.2 Confidentiality Team Members will destroy, render inaccessible or return to Kappa's Contact (as set out in clause 4.1 below) any Sensitive Information they possess in the event that they cease to be a Confidentiality Team Member.

4.3 In the event that the Proposed Transaction does not proceed, clause 6 of the NDA shall apply *mutatis mutandis* to the return or destruction of Sensitive Information.

5. CONTACTS

5.1 Each Party will designate a Contact for the Confidentiality Team. All requests for information, clarification or advice to or from the Confidentiality Team will be managed by the Parties' respective Contacts.

(A) The Contact for Kappa is:

In house

Ellen Frye (Ellen.Frye@kkcr.com)

External counsel

Ross Ferguson (Ross.Ferguson@stblaw.com)

(B) The Contact for Chi is:

In house

Amanda Schreiber (Amanda.Schreiber@contourglobal.com)

External counsel

Lorna Nsoatabe (lorna.nsoatabe@slaughterandmay.com) and William Feerick (William.feerick@slaughterandmay.com)

5.2 Any change by a Party of the Contact will be communicated in writing to the Contact of the other Party.

6. COUNTERPARTS

6.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this Agreement, but all the counterparts will together constitute but one and the same instrument.

7. GOVERNING LAW

7.1 This letter and any obligation in connection with this letter, contractual or non-contractual, shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this letter or the relationship between us (including by waiving any right to claim that an action has been brought in an inconvenient forum or that the English courts do not have jurisdiction).

IN WITNESS WHEREOF the parties have executed this Agreement on the date first set out above.

EXECUTED BY)
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 acting for and on behalf of) ...
 ContourGlobal plc)



EXECUTED BY)
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 acting for and on behalf of)
 Kohlberg Kravis Roberts & Co.)
 Partners LLP)

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acting for and on behalf of
ContourGlobal plc

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EXECUTED BY

[Redacted]

acting for and on behalf of
Kohlberg Kravis Roberts & Co.
Partners LLP

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ANNEX

Indicative list of Sensitive Information

The following information would generally be presumed to be Sensitive Information for so long as it is current:

- (A) any price and non-price information which would enhance the ability to predict any competitive behaviour of the other Party (including, but not limited to, current and future prices, price schedules, discounts/rebates, policies or other competitive terms of sale);
- (B) service or product-specific costs, business plans, including marketing, sales, promotions, capital investments etc.;
- (C) current negotiations with customers or suppliers or the identity of potential customers or suppliers;
- (D) specific information relating to costs, prices, profitability, margins or product/service development plans; and
- (E) any other confidential business information that could be used to reduce competition.

Restricted Information, as defined in the PS 30 Letters, shall not be considered Sensitive Information.

SCHEDULE 1

List of Kappa Confidentiality Team Members

Name	Role	Organisation
Ryan Miller	Director, Infra	KKR
Krzysztof Blaszczyk	Principal, KCM	KKR
Bernardo Nogueira	Principal, Infra	KKR
Alex Chomette	Associate, Infra	KKR
Annie Zhuo	Associate, KCM	KKR
Eduardo Puebla	Associate, Infra	KKR

SCHEDULE 2

1. I, _____, have read the foregoing Agreement and agree to be bound by its terms with respect to any Sensitive Information (as defined in the Agreement) that is furnished to me.

2. I further agree (i) not to disclose to anyone any Sensitive Information other than as set forth in the Agreement, and (ii) not to make any copies of any Sensitive Information furnished to me except in accordance with the Agreement.

3. I confirm that I am not involved in day-to-day commercial/strategic operations and decisions (including making decisions on pricing activities) with respect to any business owned or controlled by Kappa or which is an affiliate of Kappa, and which competes with or operates upstream or downstream from Chi.

4. I further agree that any Sensitive Information furnished to me will be used by me only to the extent reasonably necessary to undertake the Confidentiality Team Purposes and for no other purpose.

Agreed and accepted on [●]

Signature

Title