

This letter is important and explains the impact of the Acquisition on your Performance Share Options and what you need to do. Please read this letter carefully as it requires your immediate attention.

If you are in any doubt as to the contents of this letter or the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000, if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

27 June 2022



Dear Participant

Unvested Performance Share Options (including Project Options) granted under the ContourGlobal plc Long Term Incentive Plan 2017 (“LTIP”) and the recommended cash offer for ContourGlobal plc by Cretaceous Bidco Limited

As you know, the boards of ContourGlobal plc (“**ContourGlobal**”) and Cretaceous Bidco Limited (“**Bidco**”) announced on 17 May 2022 that they had reached agreement on the terms of a recommended cash acquisition by Bidco for the entire issued and to be issued ordinary share capital of ContourGlobal (the “**Acquisition**”). Bidco is a newly formed company indirectly owned by funds advised by Kohlberg Kravis Roberts & Co. L.P. and its affiliates (“**KKR**”).

TAKE ACTION: You will need to take action to realise value from your unvested Performance Share Options. This will NOT happen automatically.

If you want to apply for Choice A (see below), you must complete the online exercise instruction on the Equiniti share portal as soon as possible, and by no later than 5:00 p.m. (UK time) on 15 August 2022 (or any earlier deadline you are told about once the expected date of Court Sanction is known).

This will mean that you receive any money that is payable to you in respect of your unvested Performance Share Options at the earliest possible opportunity (see below).

IF YOU DO NOTHING YOUR PERFORMANCE SHARE OPTIONS WILL LAPSE AT THE LATEST ONE MONTH AFTER COURT SANCTION (OR EARLIER) AND YOU WILL NOT RECEIVE ANY VALUE.

1. Why are we writing to you?

We are writing to explain how the Acquisition will affect your unvested Performance Share Options and the decisions you need to make.

Summary of the choices available to you

Choice A: Apply now to exercise your Performance Share Options on Court Sanction

- You can apply now to exercise your Performance Share Options conditional on Court Sanction (unless they lapse earlier under the rules of the LTIP) by completing an online exercise instruction on the Equiniti share portal.
- The ContourGlobal Shares which will be issued or transferred to you on exercise will automatically be purchased by Bidco. You will receive 259.6 pence for each ContourGlobal Share (or such higher price as may be agreed by ContourGlobal and Bidco, but if any dividends are declared by ContourGlobal between 17 May 2022 and Completion, Bidco may reduce the price by the amount of the dividend) (the “**Offer Price**”). The Offer Price will be paid less any income tax and social security contributions that ContourGlobal is required to withhold and any applicable fees.
- Applying for Choice A will mean that you receive any money that is payable to you in respect of the ContourGlobal Shares underlying your Performance Share Options at the earliest possible opportunity.

If you want to apply for Choice A, you must complete an online exercise instruction on the Equiniti share portal as soon as possible, and by no later than 5:00 p.m. (UK time) on 15 August 2022 (or any earlier deadline you are told about once the expected date of Court Sanction is known).

Choice B: Exercise your Performance Share Options up to one month after Court Sanction

- You can exercise your Performance Share Options for up to one month after Court Sanction (unless they lapse earlier under the rules of the LTIP). If you want to apply for Choice B, you must contact the ContourGlobal Company Secretary on [REDACTED] on or after Court Sanction and before your Performance Share Options lapse.
- The ContourGlobal Shares which will be issued or transferred to you will then automatically be purchased by Bidco. You will receive the Offer Price for each ContourGlobal Share, less any income tax and social security contributions that ContourGlobal is required to withhold and any applicable fees.
- If you apply to exercise your Performance Share Options under **Choice B**, you will receive the same cash proceeds as are payable under **Choice A**, but at a later date. Applying for Choice A will mean that you receive your cash proceeds at the earliest possible opportunity.

If you want to apply for Choice B, you must contact the ContourGlobal Company Secretary on [REDACTED] on or after Court Sanction and before your Performance Share Options lapse.

Your Performance Share Options will lapse if not exercised at the latest one month after Court Sanction, and you will not receive any value.

Further details about your choices are set out in section 6 of this letter.

Please read everything in this letter and the Appendix carefully. **Their contents are very important.**

This letter only applies to unvested Performance Share Options. If you hold other options or awards under the LTIP (including any performance share options which have already vested) you will receive separate letters about the effect of the Acquisition on your other options or awards. Please also read those letters carefully.

2. The Acquisition

The Acquisition will result in ContourGlobal and its subsidiaries becoming wholly-owned subsidiaries of Bidco. The Acquisition will take place through what is called a “scheme of arrangement” (the “**Scheme**”). This is a procedure that is subject to approval by ContourGlobal Shareholders and the Court. In particular, as part of the Acquisition, the Court will sanction the Scheme on a date referred to in this letter as “**Court Sanction**”. Once the date of Court Sanction is known, ContourGlobal will announce this via a Regulatory Information Service. That announcement will be made available on ContourGlobal’s website at <https://www.contourglobal.com/rns-filings>.

Court Sanction is not the date on which the Acquisition will be completed. The Acquisition is currently expected to complete a couple of days after Court Sanction (“**Completion**”).

Further information about the Scheme is set out in the Scheme Document sent to ContourGlobal Shareholders on 13 June 2022. This letter should be read together with the Scheme Document. A copy of the Scheme Document is available on ContourGlobal’s website at <https://www.contourglobal.com/recommended-offer-kkr>.

You will find a list of definitions in the Appendix which explains the key defined terms used in this letter. Terms defined in the Scheme Document will have the same meaning in this letter unless specified otherwise.

3. What are the terms of the Acquisition?

The terms of the Acquisition are set out in full in the Scheme Document. In summary, ContourGlobal Shareholders will be entitled to receive the Offer Price for each ContourGlobal Share they own at the Scheme Record Time.

4. When is Completion due to take place?

Completion is currently expected to take place in the fourth quarter of 2022. An expected timeline of key events is available in the Scheme Document.

5. How will the Acquisition affect my Performance Share Options?

You will need to take action to realise value from your Performance Share Options as this will not happen automatically. If you do not take any action, your Performance Share Options will lapse one month after Court Sanction (unless they lapse earlier in accordance with the rules of the LTIP).

The Acquisition will change the usual treatment of your Performance Share Options.

Normally, your Performance Share Options would vest and become exercisable if applicable performance conditions are met on, or as soon as reasonably practicable after, the third anniversary of the date of grant (or the date specified in the grant documentation for Project Options). Normally you would then be able to exercise your Performance Share Options (to the extent vested) at any time during the exercise period.

However, as a result of the Acquisition, your Performance Share Options will vest and become exercisable on Court Sanction, unless they lapse earlier in accordance with their terms. You will have two choices in relation to your Performance Share Options:

Choice A: Apply in advance to exercise your Performance Share Options conditional on Court Sanction; or

Choice B: Apply to exercise your Performance Share Options within one month after Court Sanction.

The extent to which your Performance Share Options will vest and become exercisable is subject to: (i) satisfaction of applicable performance conditions, which will be determined by the Remuneration Committee on or shortly before Court Sanction; and (ii) unless the Remuneration Committee decides otherwise, time pro-rating. Once the Remuneration Committee has determined the extent to which your Performance Share Options will vest and become exercisable (if at all), and whether time pro-rating will apply, you will be notified of its decision. The extent to which your Performance Share Options will vest and become exercisable will be the same regardless of whether you apply for Choice A or Choice B. Any part of your Performance Share Options that does not vest will lapse.

If you exercise your Performance Share Options, the number of ContourGlobal Shares you receive will be increased to reflect the value of the dividends that would have been paid on those ContourGlobal Shares between the date of grant and the date of vesting.

If you exercise your Performance Share Options, the ContourGlobal Shares you receive will be automatically acquired by Bidco for the Offer Price for each ContourGlobal Share. You will receive the Offer Price less any income tax and social security contributions that ContourGlobal is required to withhold and any applicable fees. If you wish to exercise your Performance Share Options, an explanation of the steps you will need to take is set out in section 6 below.

Please note that this letter only applies to unvested Performance Share Options. If you have any performance share options which have already vested, you will receive a separate letter.

6. What are my choices?

You can apply to exercise your Performance Share Options until one month after Court Sanction (subject to any earlier lapse date). You will have the following choices in relation to your Performance Share Options. Once you have made a choice you will not be able to change it.

Choice A: Apply now to exercise your Performance Share Options on Court Sanction

You can apply to exercise your Performance Share Options conditional on Court Sanction. If you exercise your Performance Share Options, you will receive the Offer Price for each ContourGlobal Share. This will be paid to you less any income tax and social security contributions that ContourGlobal is required to withhold and any applicable fees.

To apply for Choice A, please access the Equiniti share portal (<https://premier.equiniti.com/contourglobal>) and complete an online exercise instruction as soon as possible and no later than 5:00 pm (UK time) on 15 August 2022 (or any earlier deadline you are told about once the expected date of Court Sanction is known).

Choice B: Exercise your Performance Share Options up to one month after Court Sanction

If you do not apply for Choice A, you will be able to exercise your Performance Share Options until one month after Court Sanction unless they lapse earlier under the rules of the LTIP.

If you do this, ContourGlobal Shares will be issued or transferred to you and will be automatically acquired by Bidco. You will receive the Offer Price for each ContourGlobal Share. This will be paid to you less any income tax and social security contributions that ContourGlobal is required to withhold and any applicable fees.

If you decide to exercise your Performance Share Options under **Choice B**, you will receive the same cash proceeds as are payable under **Choice A** but at a later date.

If you want to apply for Choice B, you must contact the ContourGlobal Company Secretary on [REDACTED] on or after Court Sanction and before your Performance Share Options lapse.

If you do not exercise your Performance Share Options on Court Sanction (Choice A) or within one month after Court Sanction (Choice B), your Performance Share Options will automatically lapse and you will receive no payment.

7. When will I receive the money? And in what currency?

If you apply for **Choice A**, the ContourGlobal Shares you receive will be automatically sold to Bidco under the Acquisition. Bidco will pay the cash proceeds due under the Acquisition to ContourGlobal on your behalf within 14 days of Completion. You will be paid through payroll on the soonest practicable payroll date after the funds are received from Bidco.

If you apply for **Choice B**, your Performance Share Options will be exercised, the ContourGlobal Shares you receive will be automatically sold to Bidco, and the cash proceeds due to you will be paid through payroll on the soonest practicable payroll date after funds are received by ContourGlobal on your behalf from Bidco.

You will be paid in your payroll currency. If your payroll currency is not GBP, the amount per ContourGlobal Share received may vary, depending on the prevailing exchange rate, and any risk associated with this will be taken by you.

8. What if the Acquisition does not go ahead?

If Court Sanction does not happen for any reason, your conditional online exercise instruction will have no effect and your Performance Share Options will continue as normal under the rules of the LTIP. Your Performance Share Options will vest on the normal vesting date and become exercisable in accordance with and subject to the rules of the LTIP.

9. What if I leave employment with the ContourGlobal Group?

If you leave employment with the ContourGlobal Group before exercising your Performance Share Options, or if you have already left as a “good leaver”, the leaver provisions under rule 11 of the LTIP will apply in the normal way. This means that:

- (A) if you leave employment with the ContourGlobal Group and do not qualify as a “good leaver” under rule 11 of the LTIP, your Performance Share Options will lapse on the date your employment ceases; or
- (B) if you leave employment with the ContourGlobal Group and qualify as a “good leaver” under rule 11 of the LTIP, your Performance Share Options will vest on the terms set out in your leaver documentation. Your Performance Share Options will be exercisable until the earlier of: (i) one month after Court Sanction; and (ii) the date specified in your leaver documentation. **You can still apply for Choice A using the Equiniti share portal in these circumstances.**

Please note: if you leave the ContourGlobal Group before Court Sanction and do not qualify as a “good leaver”, your Performance Share Options will lapse before Court Sanction, meaning that any **Choice A** instruction you have made will not take effect and you will not be able to apply for **Choice B**. Your **Choice A** instruction will not be affected if you qualify as a “good leaver”, provided your Performance Share Options have not lapsed before Court Sanction. **You will not receive any money for Performance Share Options that lapse.**

10. What if I am a PDMR or an insider?

If you are a Person Discharging Managerial Responsibilities (“**PDMR**”) or a restricted person under the ContourGlobal Dealing Code and Dealing Procedures Manual (the “**Dealing Code**”), or you have otherwise been told that the Dealing Code applies to you, you must obtain permission to exercise your Performance Share Options under the Dealing Code before you submit an instruction. You can seek permission to deal by following the process set out in the Dealing Code. However, unless exceptional circumstances exist it is unlikely that you will be granted permission to deal whilst you are an insider or, if you are a PDMR or closely associated person of a PDMR, during a closed period.

11. What are the tax implications?

As the tax rules for each country are different, the final amount of tax and social security contributions you will have to pay depends on where you are resident for tax purposes. Any tax and social security contributions due may be withheld by ContourGlobal and/or be payable via your personal tax return, depending on where you are resident. A general summary of the expected tax implications is available on the Equiniti share portal.

A sufficient amount will be deducted from the cash proceeds due to you from Bidco to cover any tax withholding due in connection with the exercise of your Performance Share Options or sale of your resulting ContourGlobal Shares. Please note that even if tax has been deducted you may still have to report the receipt and sale of your ContourGlobal Shares on your personal tax return.

This information is intended as a general guide only and does not constitute tax advice to any individual participant. Please remember that tax law can and often does change, and you should not necessarily assume the current tax position will continue. **We strongly recommend that if you are unsure how your Performance Share Options will be taxed you seek advice from an independent financial or tax adviser in your country.**

Please note that none of ContourGlobal, Bidco or Equiniti can provide you with legal, personal tax or financial advice. If you are in any doubt as to the contents of this letter or the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are taking advice in a territory outside the United Kingdom.

12. What if I hold ContourGlobal Shares from the previous exercise of performance share options?

If you hold ContourGlobal Shares from previous performance share option exercises that are held by Equiniti's global nominee, you have been contacted separately by Equiniti. ContourGlobal Shares which are held at the Scheme Record Time will automatically be purchased by Bidco under the Acquisition for the Offer Price for each ContourGlobal Share. The same is true if you hold share certificates for your ContourGlobal Shares. More detail is included in the Scheme Document.

13. What if I have any questions?

If you have any questions that relate to your Performance Share Options, how to access your Equiniti account, what your choices are or how to complete your online exercise request on the Equiniti share portal, please contact the Equiniti helpline on (0)3713842030 (UK) or +44 (0)1214157047 (if calling from outside UK). Lines are open 08:30 – 17:30 Monday to Friday, excluding weekends and UK Bank Holidays. Please note that no legal, tax or financial advice on the merits of the Acquisition or its effect on your Performance Share Options can be provided.

Details of your Performance Share Options are available to view on the Equiniti share portal.

To login to your account you will need to do the following:

- access the portal at: <https://premier.equiniti.com/contourglobal>;
- enter your username; and
- enter your password (when you first registered you will have been asked to create a password). If you have forgotten your password, select '*Reset your password?*' and you will be asked some security questions before being prompted to re-set your password.

If you are yet to register on the portal:

- go to <https://premier.equiniti.com/contourglobal>;
- click the '*Register*' button;
- enter the '*Token*' – this is the unique token provided to you in the welcome email you will have previously received. If you can't find the token please contact the Equiniti helpline; and
- follow the steps to complete registration.

Please register using your company email address if possible so that your activation code can be emailed to you immediately following your registration. If you use a personal email address the activation will be posted to you which may cause some delays.

Once logged in to your account you will need to:

- view the '*Dashboard*' page;
- you will see a section called '*Available instructions*', below which will be a heading which says '*Corporate Action Journey*';
- click the link next to '*Corporate Action Journey*' which says '*Make your choice*' – this will take you to the online exercise instruction; and
- follow the steps to complete your online exercise instruction.

If you experience any difficulties registering or logging in, please contact the Equiniti helpline.

14. Proposal: Recommendation

The ContourGlobal Directors recommend that you choose *Choice A*. You should, however, consider your own personal circumstances, including your tax position, when deciding your preferred timing for exercising your Performance Share Options.

The ContourGlobal Directors, who have been so advised by Goldman Sachs International and Evercore as to the financial terms of the proposal, consider the terms of the proposal set out in this letter to be fair and reasonable in the context of the Acquisition. In providing their advice to the ContourGlobal Directors, Goldman Sachs International and Evercore have taken into account the commercial assessments of the ContourGlobal Directors. Evercore is providing independent financial advice to the ContourGlobal Directors for the purposes of Rule 15(b) of the Takeover Code.

15. Important notes

Nothing in this letter or the Appendix constitutes financial advice to any holder of shares, share awards or share options in ContourGlobal or Bidco.

If you have received this letter electronically, you may request a hard copy of this letter, free of charge, by contacting Equiniti on (0)3713842030 (UK) or +44 (0)1214157047 (if calling from outside UK) or writing to: Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. You may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form.

If there is a conflict between the information in this letter and the Appendix and the rules of the LTIP or any relevant legislation, the rules and the legislation will prevail.

Yours faithfully



For and on behalf of
ContourGlobal plc

Yours faithfully



For and on behalf of
Cretaceous Bidco Limited

Appendix

A brief explanation of some definitions

“**Acquisition**” means the proposed acquisition by Bidco of the entire issued, and to be issued, share capital of ContourGlobal not already owned or controlled by the Bidco Group, to be implemented by means of the Scheme, and where the context admits, any subsequent revision, variation, extension or renewal thereof;

“**Bidco**” means Cretaceous Bidco Limited, a newly-incorporated private limited company incorporated in England and Wales;

“**Bidco Directors**” means the directors of Bidco, whose names are set out in paragraph 2.2 of Part VIII of the Scheme Document;

“**Bidco Group**” means Bidco and its parent undertakings and its and such parent undertakings’ subsidiary undertakings and associated undertakings;

“**Business Day**” means a day, not being a public holiday, Saturday or Sunday, on which clearing banks in London are open for normal business;

“**Completion**” means the date on which the Scheme becomes effective in accordance with its terms;

“**ContourGlobal**” means ContourGlobal plc;

“**ContourGlobal Directors**” means the directors of ContourGlobal, whose names are set out in paragraph 2.1 of Part VIII of the Scheme Document;

“**ContourGlobal Group**” means ContourGlobal and its subsidiaries and subsidiary undertakings and, where the context permits, each of them;

“**ContourGlobal Shareholders**” means the holders of ContourGlobal Shares from time to time;

“**ContourGlobal Shares**” means ordinary shares of £0.01 each in the capital of ContourGlobal;

“**Court**” means the High Court of Justice in England and Wales;

“**Court Sanction**” means the date on which the Court sanctions the Scheme under section 899 of the Companies Act 2006;

“**KKR Responsible Persons**” means the persons whose names are set out in paragraph 2.3 of Part VIII of the Scheme Document;

“**LTIP**” means the ContourGlobal plc Long Term Incentive Plan, as adopted by the board of directors of ContourGlobal on 8 November 2017 and as amended from time to time;

“**Offer Price**” means 259.6 pence that ContourGlobal Shareholders will be entitled to receive in cash for each ContourGlobal Share they own at the Scheme Record Time (or such higher price

as may be agreed by ContourGlobal and Bidco, but if any dividends are declared by ContourGlobal between 17 May 2022 and Completion, Bidco may reduce the price by the amount of the dividend);

“Performance Share Option” means a right to acquire ContourGlobal Shares granted under the LTIP in the form of a nil-cost option that is subject to performance conditions, including Project Options, and which has not yet vested and become exercisable in accordance with the rules of the LTIP (including any such option granted after the date of this letter);

“Project Option” means a right to acquire ContourGlobal Shares granted in connection with the “Hummingbird” project under the LTIP in the form of a nil-cost option;

“Remuneration Committee” means the remuneration committee of the board of directors of ContourGlobal;

“Scheme” means the proposed scheme of arrangement under Part 26 of the Companies Act 2006 between ContourGlobal and holders of Scheme Shares (as defined in the Scheme Document), as set out in the Scheme Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by ContourGlobal and Bidco;

“Scheme Document” means the document setting out the terms of the Scheme dated 13 June 2022 sent to ContourGlobal Shareholders;

“Scheme Record Time” means 6:00 p.m. (London time) on the Business Day immediately following Court Sanction (or such other date and/or time as ContourGlobal and Bidco may agree); and

“Takeover Code” means the City Code on Takeovers and Mergers, as amended from time to time.

Important Notes

The release, publication or distribution of this letter and any accompanying documents (in whole or in part) in or into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this letter comes should inform themselves about, and observe, any such restrictions. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.

Goldman Sachs International, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, is acting exclusively for ContourGlobal and no one else in connection with the Acquisition and will not be responsible to anyone other than ContourGlobal for providing the protections afforded to clients of Goldman Sachs International or for providing advice in connection with the matters referred to in this letter. No representation or warranty, express or implied, is made by Goldman Sachs International as to the contents of this letter. Goldman Sachs International has given and not withdrawn its written consent to the issue of this letter with the inclusion of references to its name in the form and context in which they are included.

Evercore Partners International LLP ("**Evercore**"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively as financial adviser to ContourGlobal and no one else in connection with the Acquisition and will not be responsible to anyone other than ContourGlobal for providing the protections afforded to clients of Evercore nor for providing advice in connection with the matters referred to herein. Neither Evercore nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Evercore in connection with this letter, any statement contained herein, the Acquisition or otherwise. Apart from the responsibilities and liabilities, if any, which may be imposed on Evercore by the Financial Services and Markets Act 2000, or the regulatory regime established thereunder, or under the regulatory regime of any jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Evercore nor any of its affiliates accepts any responsibility or liability whatsoever for the contents of this letter, and no representation, express or implied, is made by it, or purported to be made on its behalf, in relation to the contents of this letter, including its accuracy, completeness or verification of any other statement made or purported to be made by it, or on its behalf, in connection with ContourGlobal or the matters described in this letter. To the fullest extent permitted by applicable law, Evercore and its affiliates accordingly disclaim all and any responsibility or liability whether arising in tort, contract or otherwise (save as referred to above) which they might otherwise have in respect of this letter or any statement contained therein. Evercore has given and not withdrawn its written consent to the issue of this letter with the inclusion of references to its name in the form and context in which they are included.

This letter does not constitute, and may not be used for the purposes of, an offer to sell or an invitation or the solicitation of an offer to subscribe for or buy, any securities by any person in any jurisdiction: (a) in which such offer or invitation is not authorised; (b) in which the person making such offer or invitation is not qualified to do so; or (c) in which, or to any person to whom, it is unlawful to make such offer, solicitation or invitation or where the making of such offer, solicitation or invitation would impose any unfulfilled registration, qualification, publication or approval requirements on ContourGlobal, Bidco or any of their respective directors, officers, agents, affiliates and advisers. No action has been taken nor will be taken in any jurisdiction by any such

person that would permit a public offering of any securities in any jurisdiction where action for that purpose is required, nor has any such action been taken with respect to the possession or distribution of this letter other than in any jurisdiction where action for that purpose is required. Neither ContourGlobal nor Bidco nor their respective directors, officers, agents, affiliates or advisers accept any responsibility for any violation of any of these restrictions by any other person.

The ContourGlobal Directors, whose names are set out in paragraph 2.1 of Part VIII of the Scheme Document, accept responsibility for the information contained in this letter (including expressions of opinion), other than information for which responsibility is taken by the Bidco Directors and the KKR Responsible Persons as set out below. To the best of the knowledge and belief of the ContourGlobal Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Bidco Directors, whose names are set out in paragraph 2.2 of Part VIII of the Scheme Document, accept responsibility for the information contained in this letter (including any expressions of opinion) relating to Bidco, the Bidco Group, the Bidco Directors and their respective close relatives, related trusts of and persons connected with the Bidco Directors, and persons acting in concert with Bidco (as such term is defined in the Takeover Code). To the best of the knowledge and belief of the Bidco Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The KKR Responsible Persons, whose names are set out in paragraph 2.3 of Part VIII of the Scheme Document, each accept responsibility for the information contained in this letter (including any expressions of opinion) relating to KKR, investment funds managed or affiliated with KKR, the Bidco Group, the Bidco Directors and their respective close relatives, related trusts of and persons connected with the Bidco Directors and persons acting in concert (as such term is defined in the Takeover Code) with Bidco. To the best of the knowledge and belief of the KKR Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this letter (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.