



To: Kohlberg Kravis Roberts & Co. Partners LLP  
C/O 18 Hanover Square  
London  
W1S 1JY  
  
(the "Offeror")

Date: 25 March 2024

Dear Sirs,

## Strictly private and confidential - IQGeo Group plc - Confidentiality Agreement

### 1. The purpose of this letter

1.1 The purpose of this letter is to record the terms and conditions on and subject to which IQGeo Group plc (the "**Company**") and the Offeror, acting as advisor to an Affiliate that advises its affiliated investment funds (each a "**party**" and collectively the "**parties**"), are prepared to enter into discussions in relation to the potential acquisition by one or more newly formed entities that are Affiliates of the affiliated investment funds advised by the Offeror or its Affiliates of the whole issued and to be issued share capital of the Company (the "**Proposed Transaction**") and on and subject to which each party (in its capacity as "**Disclosing Party**") is prepared to provide the Information to the other party (in its capacity as "**Receiving Party**") for the purposes of the Proposed Transaction. The parties have agreed to comply with this letter in connection with the disclosure and use of the Information.

1.2 Capitalised terms and expressions are defined in the main body or in the Schedule of this letter.

### 2. Confidentiality undertakings

2.1 In consideration of the Information being supplied by the Disclosing Party, the Receiving Party will, subject to paragraphs 3 and 14:

2.1.1 use the Information solely for the purpose of evaluating, negotiating, implementing and/or facilitating the Proposed Transaction and not for any other purpose;

2.1.2 treat the Information as being strictly private and confidential and take all reasonable precautions necessary to maintain its status as such;

2.1.3 to the extent applicable, treat the Information that is 'personal data' (as defined by the DP Laws) at all times in accordance with the DP Laws;

2.1.4 without prejudice to paragraphs 2.2 and 2.3, not disclose the Information to anyone other than those of its Connected Persons who, in the Disclosing Party's reasonable opinion, need to know the Information for the purposes of the Proposed Transaction, in each case in confidence and only to the extent necessary for the Proposed Transaction;

2.1.5 ensure that each of its Recipients and its Connected Persons: (i) is made aware of the Receiving Party's obligations of confidence under this letter; and (ii) is directed to comply with such obligations as if such Recipient or Connected Person had itself signed this letter and agreed to its terms (save to the extent that any such Recipient or Connected Person enters into a confidentiality agreement directly with the Disclosing Party);

- 2.1.6 not make any copies of the Information or reproduce it in any form except for the purpose of supplying the same to those to whom disclosure is permitted in accordance with this letter;
  - 2.1.7 keep the Information and any copies of it secure by applying at least the same security measures against unauthorised or unlawful access as it applies to its own confidential information of a similar nature;
  - 2.1.8 inform the Disclosing Party as soon as reasonably practicable if the Receiving Party becomes aware that the Information has been disclosed to or obtained by an unauthorised third party in breach of this letter or there has been any breach of DP Laws, in each case, solely for the purpose of mitigating potential damages and not as an admission of wrongdoing;
  - 2.1.9 maintain a list (or ensure that lists are maintained) of the names of all persons who have received or have access to any Information on an entity level basis and excluding the Offeror's Affiliates (to the extent required by applicable laws and regulations, and promptly on written request from the Disclosing Party, supply a copy of that list (or lists) to the Disclosing Party); and
  - 2.1.10 be responsible for any breach of the applicable provisions of this letter by any of its Connected Persons (save to the extent that any Connected Person enters into a confidentiality agreement directly with the Disclosing Party).
- 2.2 The Offeror shall not, and shall instruct its Connected Persons not to, without the prior written consent of the Company, disclose the Information to any bank, financial institution, fund or funding entity which the Offeror proposes or intends to approach, speak to and/or involve in relation to equity and/or debt financing (including the financing of the Proposed Transaction) nor to any professional advisers or agents of any such bank, financial institution, fund or funding entity. The Offeror acknowledges that any such consent will be conditional upon the person in question entering into a confidentiality agreement with the Company in terms reasonably acceptable to the Company.
  - 2.3 The Offeror shall not, and shall instruct its Connected Persons acting specifically on its behalf not to, without the prior written consent of the Company contact or otherwise engage with, by whatever means, any person known to be a customer of or supplier to the Company, its Affiliates or any member of its Group in connection with the Proposed Transaction otherwise than (i) in the ordinary course of the Offeror's or its Connected Persons' business or (ii) when conducting market diligence, which may include contact with such persons, to the extent the Offeror does not disclose that the Company is pursuing a transaction.
  - 2.4 The Offeror shall direct enquiries relating to the Information or the Proposed Transaction and requiring a response from the Company only to the Company's financial advisers Evercore Partners International LLP, or to its legal advisers DAC Beachcroft LLP, or such other representatives of the Company as the Company may subsequently notify to the Offeror. For the avoidance of doubt, subject to paragraph 3.5, neither the Offeror nor any of its Connected Persons is permitted to contact, either directly or indirectly, any director, officer, employee or shareholder of the Company to discuss, or with any enquiries relating to, the Information or the Proposed Transaction. The Company shall direct enquiries relating to the Information or the Proposed Transaction and requiring a response from the Offeror only to members of the deal team within the Offeror identified by the Offeror to the Company for this purpose, its financial advisers Rothschild & Co, its legal advisers Clifford Chance, its commercial advisers Roland Berger, its financial and tax adviser EY, its impact & ESG advisers BSR or such other representatives of the Offeror as the Offeror may subsequently notify to the Company.
  - 2.5 Any written consent or notification to be given by the Company pursuant to paragraphs 2.2 to 2.4 above may be given by email (including by Evercore Partners International LLP where acting on behalf of the Company in connection with the giving of such consent or notice).
  - 2.6 In this letter the obligations in this paragraph 2 are referred to as the "**Undertakings**".

### 3. Exceptions to the Undertakings

- 3.1 The Undertakings, the term "Information," and the provisions in paragraph 4, shall not apply to information to the extent that any of the following circumstances apply to that information:
- 3.1.1 the information is already in the public domain or generally available to the public when it is first disclosed to the Receiving Party or a Recipient;
  - 3.1.2 the information subsequently enters the public domain or becomes generally available to the public, other than through a breach of any of the Undertakings by the Receiving Party or a Recipient;
  - 3.1.3 the information is already lawfully known to the Receiving Party or a Recipient under no applicable obligations of confidentiality or restrictions on use;
  - 3.1.4 the information is disclosed to the Receiving Party or to any Connected Person by a third party after the date of disclosure and such third party is not known to be bound by any restriction to the Company on the disclosure of such information;
  - 3.1.5 the information is independently developed by the Receiving Party or a Recipient, without any reference to or reliance upon the Information; or
  - 3.1.6 the parties agree in writing not to treat certain information as Information.
- 3.2 The Receiving Party will, as soon as reasonably possible, inform the Disclosing Party of the circumstances of any disclosure upon becoming aware that Information has been disclosed in breach of the terms of this letter solely for the purpose of mitigating potential damages and not as an admission of wrongdoing.
- 3.3 Subject always to Rule 2.3(d) of the Code, paragraph 2 shall not restrict any disclosure by the Receiving Party or its Connected Persons to the minimum extent requested or required (a) by applicable law or regulation, by any order of any court of competent jurisdiction or any competent judicial or governmental body or upon the request or demand of or pursuant to a bona fide disclosure to a regulatory authority or stock exchange having jurisdiction over the Receiving Party or such Connected Person, or (b) where it is in the interests of the Proposed Transaction that the disclosure is made to a regulator or regulatory authority to which the Company or the Offeror (as the case may be) is subject, provided that, so far as it is lawful to do so and to the extent reasonably practicable, before such disclosure, the Receiving Party shall (in each case to the extent permitted by applicable laws and regulations):
- 3.3.1 promptly notify the Disclosing Party of the requirement; and
  - 3.3.2 as far as reasonably practicable, give the Disclosing Party the opportunity to contest the disclosure or otherwise to agree the timing and content of the disclosure.

Notwithstanding the above, the parties and their advisers shall be entitled to disclose any Information to the Panel to the extent they consider appropriate, in each case acting reasonably, in connection with the Proposed Transaction. Nothing in this paragraph shall require any notice or other action if the Receiving Party or one of its Connected Persons is requested or required to disclose Information to the applicable regulatory authorities or self-regulatory organizations having supervisory jurisdiction over the Receiving Party or such Connected Person during the course of any regulatory audit or examination.

- 3.4 The Company acknowledges that consent will be sought, subject to and without prejudice to paragraph 3.5, by the Offeror at the relevant time during the course of the Proposed Transaction to disclose Information to shareholders of the Company in connection with obtaining irrevocable undertakings or letters of intent in connection with the Proposed Transaction. Should the Offeror seek such consent, any such consent will be at the discretion of the Non-Executive Chair of the Company. Any disclosure in accordance with this paragraph shall not constitute a breach of the Undertakings.
- 3.5 Any provision in this agreement (including paragraphs 2.4 and 3.4) that would prevent the Offeror or its Connected Persons from contacting or entering into any agreement, arrangement or

understanding with shareholders of the Company (with consent of the Company or otherwise) shall cease to apply from the point at which, pursuant to paragraph 7.3, the restrictions in paragraph 7 cease to apply.

#### **4. Information to be destroyed or returned**

- 4.1 If the Disclosing Party asks the Receiving Party or any Recipient in writing to return or destroy Information or Derivative Information to the Disclosing Party, paragraph 4.2 shall apply.
- 4.2 Subject to paragraph 4.3, the Receiving Party shall, and shall instruct each Recipient to, as soon as reasonably possible and in any case no later than 10 days after receipt of a written demand from the Disclosing Party:
  - 4.2.1 to the extent reasonably practicable:
    - 4.2.1.1 destroy each original and every copy of any document or other materials which contain Information; or
    - 4.2.1.2 (at their sole election) return to the Disclosing Party each original and every copy of any document or other materials which are in a form reasonably capable of delivery and that contain Information,  
  
in the possession of the Receiving Party and/or any Recipient (other than Derivative Information, in respect of which see paragraph 4.2.2 below);
  - 4.2.2 to the extent reasonably practicable ensure the destruction of all Derivative Information to the extent it contains Information; and
  - 4.2.3 to the extent that any Information is held on any computer, disk or other memory storage device or facility, permanently remove such information, provided that it shall be sufficient to satisfy the Receiving Party's obligations pursuant to this paragraph 4.2.3 if such Information is no longer accessible without using computer forensic or data recovery software.
- 4.3 The Disclosing Party and each Recipient may retain:
  - 4.3.1 such Information as is required to be retained by it under any applicable law, rule or requirement of any regulatory or governmental authority or stock exchange, including the rules of a professional body or by its bona fide internal compliance, insurance or audit policies and procedures; and
  - 4.3.2 all board and committee minutes and associated documents containing Information.
- 4.4 Any Information retained under paragraph 4.3 shall continue to be held confidential in compliance with this letter for the period provided in this letter.

#### **5. No representation or warranty**

- 5.1 The Receiving Party and each Recipient:
  - 5.1.1 acknowledges that the Information does not purport to be all-inclusive and that neither the Disclosing Party nor any of its Connected Persons makes any representation, undertaking or warranty (express or implied) as to its truth, accuracy, reliability or completeness or as to the reasonableness of any assumptions on which any of the Information is based;
  - 5.1.2 agrees that neither the Disclosing Party nor any of its Connected Persons:
    - 5.1.2.1 has any obligation to provide Information (other than pursuant to Rule 21.3 of the Code), to update the Information, or to correct any inaccuracies in it (even if such inaccuracies are discovered subsequent to the provision of such Information);
    - 5.1.2.2 has any obligation to enter into or continue discussions or negotiations in respect of the Proposed Transaction; or

5.1.2.3 has any liability to the Receiving Party, any Recipient or any other person resulting from the use by the Disclosing Party or any Recipient of Information or for any opinions expressed, or any omissions or mis-statements (unless fraudulent) made by, or on behalf of, the Disclosing Party, in connection with the Proposed Transaction;

5.1.3 agrees that it will not place any reliance on any statement, representation, warranty or undertaking (written or oral or in any other form) made by the Disclosing Party, any member of its Group or any of their respective Connected Persons in connection with any Information provided to the Receiving Party, the Proposed Transaction or any other matter contemplated by this letter; and

5.1.4 acknowledges that it will be responsible for making its own decisions on any Information provided to it and the Proposed Transaction.

5.2 Each party acknowledges and agrees that neither the provision of any Information nor the discussions, negotiations or any other matter in relation to the Proposed Transaction constitutes an offer, inducement or invitation to acquire the Company or any member of its Group, nor will they form the basis of, or any representation in relation to, any agreement to acquire the Company or any member of its Group.

## 6. **Non-solicitation of employees**

6.1 The Offeror agrees that it shall not, and shall instruct its Connected Persons acting specifically on its behalf not to, for a period of nine (9) months from the date of this letter solicit or endeavour to entice away any person who is at any time during the negotiation of the Proposed Transaction employed by the Company or any member of its Group and is a person who has participated in the discussions relating to the Proposed Transaction or the supply of the Information, whether or not that person would commit any breach of his/her contract of service in leaving its employment.

6.2 (i) The placing of an advertisement of a post available to a member of the public generally (including any recruitment efforts conducted by any recruitment agency, provided that the Offeror has not directed such recruitment efforts at the Company or any member of its Group), (ii) if a person approaches the Offeror on an unsolicited basis or (iii) if a person approaches the Offeror after the cessation of such person's employment with at the Company or any member of its Group without any solicitation or encouragement by the Offeror shall not constitute a breach of this paragraph 6.

## 7. **Standstill**

7.1 Without prejudice to any obligations it may have at law, under this letter, under the Code or otherwise, the Offeror agrees that it shall not, and shall instruct its Connected Persons acting specifically on its behalf not to, directly or indirectly, alone or with others, for a period of 12 months from the date of this letter, without the prior consent in writing of the Company, undertake any Prohibited Activity.

7.2 For the purposes of this paragraph 7, each of the following is a **Prohibited Activity**:

7.2.1 acquiring or seeking to acquire any interest in the shares (as defined in the Code) or other securities of the Company including, rights to acquire, rights to subscribe for, options in respect of, and derivatives referenced to, those securities;

7.2.2 entering into any agreement or arrangement (conditionally or otherwise and whether legally binding or not) with any person in relation to the acquisition of such an interest;

7.2.3 entering into any agreement or arrangement (conditionally or otherwise and whether legally binding or not) with respect to the exercise of voting rights attached to any securities of the Company;

7.2.4 announce or make, or cause any other person to announce or make, any offer or possible offer for any or all of the securities of the Company (whether under Rule 2.4 or Rule 2.7 of the Code or otherwise);

7.2.5 initiate, continue or engage discussions, or have any contact or communication of any kind whatsoever in connection with the Proposed Transaction, with any shareholder of the

Company (or encourage any shareholder of the Company to oppose or seek to influence the Company's strategy or management), solicit or in any way participate in the solicitation of, any of the Company's shareholders to vote in a particular manner at any meeting of the shareholders of the Company (save in relation to obtaining irrevocable undertakings or letters of intent in connection with the Proposed Transaction) or solicit or in any way participate in the solicitation of any of the Company's shareholder to requisition or join in the requisitioning of any general meeting of the Company;

- 7.2.6 act in concert with or enter into any agreement, arrangement or understanding (whether or not legally binding) with any other person in each case in connection with any offer to acquire the Company to be made by that other person or any of its Affiliates;
  - 7.2.7 put the Offeror itself, any of its Affiliates or any person acting in concert with it or them in a position where the Offeror or they are obliged to make an offer for all or any of the securities of the Company (whether under Rule 9 of the Code or otherwise);
  - 7.2.8 seek to control, direct or influence the management, board of directors, shareholders, policies or affairs of the Company or assist, participate in, facilitate, encourage or solicit any attempt by any person to do or seek to do any of the foregoing;
  - 7.2.9 seek election to or seek to place a representative on the board of directors of the Company or seek the removal of any member of the board of directors of the Company; or
  - 7.2.10 enter into any agreement, arrangement or understanding (whether legally binding or not) with any person relating to or connected with any of the foregoing.
- 7.3 The restrictions in this paragraph 7 (without prejudice to other obligations or restrictions contained in this letter) shall cease to apply (i) if the Offeror makes a firm offer announcement under Rule 2.7 of the Code in respect of a recommended transaction with the Company; (ii) if a third party which is not acting in concert with the Offeror makes a firm offer announcement under Rule 2.7 of the Code for the Company (whether such offer is recommended or not) or otherwise announces an intention to acquire the majority of the assets of the Company; (iii) the Company publicly announces the entry into, or intention to enter into, an agreement to sell all or substantially all the undertakings, assets and business of the Company and its subsidiaries to any person or any other transaction which would constitute "a fundamental change of business" or "reverse takeover" or "substantial transaction" for the purposes of the AIM Rules for Companies; (iv) the Offeror makes an announcement to which Rule 2.8 of the Code applies regarding the Proposed Transaction; or (v) if a third party becomes interested in shares carrying 30 per cent. or more of the votes ordinarily exercisable at a general meeting of the Company.

Notwithstanding the foregoing provisions of this paragraph 7, the Offeror shall not be prohibited from making any proposal to the board of directors of the Company.

- 7.4 If the Offeror, any members of its Group, or its representatives, advisers or Connected Persons acting specifically on its behalf, in each case who have received Information, acquires any interest in shares or other securities in breach of this paragraph 7, then, on request of the Company (without prejudice to any other right of the other party under this letter) the Offeror shall dispose of or procure the disposal of that interest within seven days.
- 7.5 Nothing in this paragraph 7 (provided the action is not taken on the instructions of, on behalf of, or otherwise in conjunction with the Offeror) shall prevent the acquisition of any interest in shares or other securities in the Company:
  - 7.5.1 by any exempt principal trader in the same group as the relevant party's financial advisers on the Proposed Transaction, provided the relevant dealings comply with Rule 38 of the Code;
  - 7.5.2 by any person acquiring those interests as part of ordinary course index tracking activities or normal activity as a fund manager, investment adviser, market-maker or broker, provided that action is not taken on the instructions of, or otherwise in conjunction with the relevant party; or

7.5.3 with the prior written consent of the Company.

**8. No collusion**

Without prejudice to paragraph 2, the Offeror shall not, and shall instruct its Connected Persons not to, without the prior written consent of the Company:

- 8.1 discuss with, or communicate to, any person any aspect of the Proposed Transaction (including the conduct, and the terms, of the Proposed Transaction and any offer in relation to the Proposed Transaction) for the purpose of creating or joining a consortium or otherwise; and /or
- 8.2 act together with, or enter into any form of arrangement with, any person for the purpose of acquiring some or all of the share capital of the Company.

**9. Takeover Code**

9.1 Nothing in this letter shall:

- 9.1.1 oblige either party to take any action or not take any action in breach of the Code;
- 9.1.2 prevent the Company from making an announcement relating to a possible offer, or publicly identifying a potential offeror, at any time the board of the Company considers appropriate (and any such announcement may be made by the Company without prior notification to, or consultation with, the Offeror);
- 9.1.3 prevent the Offeror from making any announcement required by the Code in relation to the Proposed Transaction; or
- 9.1.4 subject to the Code, prevent the Company or its Connected Persons from holding discussions about the terms of a Proposed Transaction with the shareholders of the Company.

9.2 The Offeror would like to be pre-notified if the Company decides, or is required, to make an announcement or public identification as referred to in Rule 2.3(d) of the Takeover Code, noting that the Company is under no obligation to pre-notify and would only consider pre-notifying to the extent that it is legally and practicably able to do so.

**10. Inside Information**

The Offeror acknowledges that the Information disclosed by the Company or its Connected Persons is given in confidence and that some or all of such Information may be inside information for the purposes of the Market Abuse Regulation (EU) No 596/2014 as applied in the United Kingdom and the Criminal Justice Act 1993.

**11. Duration**

- 11.1 The obligations set out in this letter shall cease to have effect upon completion of the Proposed Transaction.
- 11.2 If discussions or negotiations relating to the Proposed Transaction terminate, the obligations set out in this letter shall continue in full force and effect until the expiry of the period ending 24 months from the date of this letter, notwithstanding the return or destruction of Information and any copies of it.

**12. Miscellaneous**

- 12.1 Neither party nor any of its Connected Persons owe any duty of care to the other party or to any other person.
- 12.2 The Receiving Party, for and on behalf of itself and its Connected Persons, acknowledges that:
  - 12.2.1 a person with rights under this letter may be irreparably harmed by any breach of its terms or breach of confidence, and that damages alone may not necessarily be an adequate remedy; and

- 12.2.2 without affecting any other rights or remedies if a breach of the terms of this letter or breach of confidence occurs or is threatened, the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, in each case, as granted by a court of competent jurisdiction, may be available.
- 12.3 To the extent that any Information is covered or protected by privilege, disclosing such Information to the Receiving Party or otherwise permitting disclosure of it in accordance with this letter does not constitute a waiver of privilege or any other rights which the Disclosing Party or any member of its Group or any of their respective Connected Persons may have in respect of such Information.
- 12.4 The Disclosing Party reserves all rights in the Information. No rights in respect of the Information are granted to the Receiving Party or any Recipient and no obligations are imposed on the Disclosing Party other than (subject to applicable provisions of the Code) those expressly stated in this letter. In particular, nothing in this letter shall be construed or implied as obliging the Disclosing Party to disclose any specific type of information under this letter.
- 12.5 Each party reserves the right in its sole and absolute discretion to terminate discussions and negotiations relating to the Proposed Transaction at any time, but such termination shall not affect the terms of this letter, which shall remain in full force and effect.
- 12.6 No failure or delay by either party in exercising any right or remedy provided by this letter or by law shall operate as a waiver of that or any other right or remedy, and no single or partial exercise of any right or remedy will preclude any further exercise of it.
- 12.7 The rights and remedies contained in this letter are cumulative and not exclusive of any rights or remedies provided by law.
- 12.8 If, and to the extent that, any provision of this letter is held to be invalid or unenforceable. It shall be given no effect and shall be deemed not to be included in this letter, but everything else in this letter will continue in full force and effect.
- 12.9 The parties may by mutual agreement in writing terminate this letter or vary its terms.
- 12.10 The parties do not intend that any term of this letter shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this letter, save that its terms shall be enforceable by any member of either party's Group which is expressed to have the benefit thereof.
- 12.11 The Company confirms that, in relation to the Proposed Transaction and its entry into this letter, it is acting as principal and not as nominee, agent or broker for any other person. The Offeror confirms that, in relation to the Proposed Transaction and its entry into this letter, it is acting as advisor to an Affiliate that advises its affiliated investment funds.
- 12.12 This letter may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this letter by email attachment shall be an effective mode of delivery.
- 12.13 The termination of discussions regarding the Proposed Transaction and the return of the Information by the Offeror and/or the Company (as applicable) in accordance with the terms of this letter will not release the parties from its obligations under this letter.
- 12.14 The parties acknowledge that the Proposed Transaction would be subject to the Code and further acknowledge the need to comply with the provisions of Rule 2 of the Code in relation to the Proposed Transaction.
- 12.15 The Offeror acknowledges that the Company shall not have any obligation to accept or recommend any proposed transaction which may be proposed by the Offeror or its representatives.
- 12.16 For the avoidance of doubt neither party shall be under any obligation or commitment to enter into discussions or any further agreement with regard to the Proposed Transaction merely by reason of execution of this letter or the disclosure or evaluation of Information. This letter shall not constitute



nor shall be construed as constituting an offer or commitment to enter into such discussion or further agreement.

- 12.17 Nothing in this letter shall have the effect of limiting or restricting any liability arising as a result of fraud.
- 12.18 Notwithstanding anything to the contrary provided elsewhere herein, none of the provisions of this agreement shall in any way limit the usual business activities of the Offeror, its Connected Persons or any of their respective Affiliates, provided that those activities are conducted only by those of their personnel who are not engaged in the Proposed Transaction and have not received Information and in compliance with standard practices and procedures adequately restricting access to Information. For the avoidance of doubt, (i) personnel who receive Information will be bound by the applicable terms of this agreement and (ii) nothing in this paragraph 12.18 shall in any way release the Offeror or its Connected Persons who actually receive Information from its duty to comply with its obligations under paragraphs 6, 7 or 8 of this agreement.
- 12.19 The Company acknowledges and agrees that the Offeror and certain of its Affiliates are authorized and regulated by certain regulatory authorities and none of the provisions of this agreement shall prevent the Offeror or its Affiliates from discharging their regulatory obligations.
- 12.20 To the extent that there is any inconsistency or discrepancy between the terms of this agreement and the terms of any data room established by or for the Company in connection with the Proposed Transaction, the terms of this agreement shall prevail.
- 12.21 Without the prior consent of the other party hereto, except as required by law or regulation or by legal or judicial or administrative process, each party hereto and its representatives will not disclose to any other person the fact that an evaluation of a possible transaction is occurring or has occurred by the Offeror, that Information is or has been made available to the Offeror or that discussions or negotiations are occurring or have occurred concerning a transaction with the Offeror or any of the terms, conditions or other facts with respect to any such transaction with the Offeror including the status thereof. Nothing in this paragraph 12.21 will prevent the Company either from making a public announcement in relation to the Proposed Transaction, or publicly identifying the Offeror as a potential bidder, at any time the Company's board of directors considers appropriate.

### 13. **Governing Law**

- 13.1 Each of this letter and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.
- 13.2 The English courts shall have exclusive jurisdiction in relation to all Disputes. Each party waives any objection to the exercise of that jurisdiction.

### 14. **Whole agreement**

- 14.1 This letter sets out the whole agreement between the parties in respect of the subject matter of this letter. It supersedes any previous draft, agreement, arrangement or understanding between them, whether in writing or not, relating to its subject matter and excludes any warranty, condition or other understanding implied at law or by custom, usage or course of dealing.
- 14.2 Every term or condition implied by law in any jurisdiction in relation to the subject matter of this letter shall be excluded to the fullest extent possible, and to the extent that it is not possible to exclude any such term or condition, each party irrevocably waives any right or remedy in respect of it. Each Party confirms that in entering into this letter agreement it has not relied on any representation, warranty or undertaking which is not expressly set out in this letter.

Yours faithfully,

Signature: ...  .....

Name: ...  .....

for and on behalf of **IQGeo Group plc**

Date: ..... 25 March 2024 .....

Agreed and accepted by **Kohlberg Kravis Roberts & Co. Partners LLP**

Signature: .....

Name: .....

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

Date: .....

Yours faithfully,

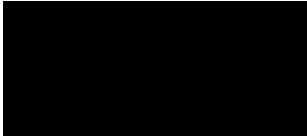
Signature: .....


Name: .....

for and on behalf of **IQGeo Group plc**

Date: .....

Agreed and accepted by **Kohlberg Kravis Roberts & Co. Partners LLP**

Signature: .....  .....

Name:  .....

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

Date: 3/25/2024 .....

## SCHEDULE

### Definitions and interpretation

#### 1. DEFINITIONS

In this letter:

**"acting in concert"** has the meaning given in and shall be construed in accordance with the Code, as interpreted and applied by the Executive of the Panel, from time to time;

**"Affiliate"** means, in relation to a person each or any other person who for the time being directly or indirectly controls, is controlled by or is under common control with such person, and "control" for these purposes means (a) holding the majority of the voting rights or share capital of such person, (b) otherwise having the power to direct the management and policies of such person, or (c) in relation to a partnership, the right to a share of more than half the assets, or of more than half the income, of that partnership;

**"Code"** means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel;

**"Connected Person"** means, in relation to the relevant person, any person falling within any of the following categories, each at any time when the provisions of this agreement apply:

- (a) any Affiliates of that person or any corporation within the same Group as that person;
- (b) any bidco vehicle incorporated for the purposes of the Proposed Transaction;
- (c) a professional adviser of that person or of a person within (a) or (b) (including commercial and technical due diligence providers, financial advisers, legal advisers, and accounting advisers) and their respective professional advisers; and
- (d) an officer, director, employee or partner of that person, or of any person within (a), (b) or (c);

provided that, for the purposes of this agreement, none of such persons shall be deemed a "Connected Person" hereunder unless such person has been furnished with Information hereunder. It is acknowledged that certain of the Offeror's Connected Persons may serve as directors of its portfolio companies, and that such portfolio companies shall not be deemed to have received or been furnished with Information or be deemed to be a Connected Person solely because any such Connected Person serves on the board of such portfolio company, provided that such Connected Person has not provided such portfolio company with Information.

**"Derivative Information"** means all documents, disks or other media created by the Receiving Party, or by a Recipient or on the Receiving Party's or a Recipient's behalf, including, without limitation, any analyses, compilations, notes, studies or accountants' or other third party

reports which contain or reflect or are generated from the Information;

**"Disputes"**

means all disputes arising out of, or in connection with, this letter including, without limitation;

- (a) claims for set-off and counterclaims;
- (b) disputes arising out of, or in connection with, the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this letter; and
- (c) disputes arising out of, or in connection with, any non-contractual obligations arising out of, or in connection with, this letter;

**"DP Laws"**

means all applicable law, regulation, codes of conduct and guidance in any jurisdiction relating to data protection and privacy, including the UK GDPR (being the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined in the Data Protection Act 2018) and the Data Protection Act 2018;

**"Group"**

means the party and its holding companies or subsidiaries or subsidiary undertakings and "**member of its Group**" shall be construed accordingly;

**"Information"**

means:

- (a) the fact that the parties have engaged in discussions regarding the Proposed Transaction, this letter, the existence and contents of the discussions and negotiations between the parties (or their respective Connected Persons or any Recipient) relating directly or indirectly to the Proposed Transaction (whether or not in writing or in a visual or electronic form or in magnetic or digital form);
- (b) in relation to the Disclosing Party, any information (of any nature and in any form, including whether given in writing or orally or in a visual or electronic form or in magnetic or digital form) relating directly or indirectly to it, its Affiliates, its Group, its businesses, assets, liabilities or financial affairs, its employees, its shareholders, its suppliers and customers, its know-how, technical information, designs, trade secrets, software or data or the Proposed Transaction (including all Derivative Information), in each case, disclosed by the Disclosing Party or on its behalf by any of its Connected Persons to the Receiving Party or any Recipient on or after the date hereof and in connection with the Proposed Transaction; and
- (c) any other information that is identified as being of a confidential or proprietary nature in connection with the Proposed Transaction.

**"offer"**

means a general, partial, tender or other type of offer including, without limitation, an acquisition, takeover or merger transaction (however effected including any transaction involving a dual holding company structure), reverse takeover, scheme of arrangement or other court scheme, offer by a parent company for

shares in its subsidiary undertaking, share exchange or similar transaction;

**"Panel"**

means the Panel on Takeovers and Mergers;

**"person"**

includes a reference to a body corporate, association or partnership;

**"Recipient"**

means each party's Connected Persons to whom Information has been disclosed;

**"subsidiary" and "holding company"**

shall be construed in accordance with section 1159 of the Companies Act 2006; and

**"subsidiary undertaking"**

shall be construed in accordance with section 1162 (and Schedule 7) of the Companies Act 2006 and, for the purposes of this definition, a subsidiary undertaking shall include any person the shares or ownership interests in which are subject to security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such security.

2. **INTERPRETATION**

- 2.1 The **ejusdem generis** principle of construction shall not apply to this letter. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words following those terms.
- 2.2 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.