CONFIDENTIALITY AGREEMENT

This Agreement is dated 21 July 2026

PARTIES

(1) **ELECO PLC**, a public limited company incorporated in England and Wales with company number 00354915 whose registered office is at Dawson House, 5 Jewry Street, London, United Kingdom, EC3N 2EX (the "**Disclosing Party**"); and

(2) **ACCEL-KKR Capital Partners VII, LP**, an exempted limited partnership organised under the laws of the Cayman Islands, with its principal office at 2180 Sand Hill Road, Suite 300, Menlo Park, California 94025 (the "**Recipient**"),

(together, the "**parties**" and each, a "**party**").

RECITALS

(1) The parties intend to enter into negotiations in connection with the proposed acquisition by the Recipient (or a newly incorporated company or other entity or entities indirectly formed, by or on behalf of the Recipient, or funds managed and/or advised by affiliates of the Recipient (the "**Recipient Funds**") for the purpose of the Proposed Acquisition) of the entire issued and to be issued share capital of the Disclosing Party (the "**Proposed Acquisition**").

(2) The Disclosing Party wishes to disclose to the Recipient, and wishes to ensure that the Recipient maintains the confidentiality of, the Disclosing Party's Confidential Information (as defined below) pursuant to the terms of this Agreement.

(3) In consideration of the benefits to the parties of disclosing and receiving the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement:

"**acting in concert**" has the meaning given in the Takeover Code as applied by the Panel on Takeovers and Mergers (the "**Panel**") or, if a ruling or exemption has been sought from the Panel any person that is regarded by the Panel as "acting in concert" with that party for the purposes of the Proposed Acquisition at the relevant time and "concert party" means any person who is acting in concert;

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

"**Confidential Information**" means:

(i) all Information relating directly or indirectly to the Proposed Acquisition, including:

(a) the fact that discussions and negotiations are taking place between the parties (or any of their respective directors, officers, employees, partners, representatives and advisers) concerning the Proposed Acquisition and the status of those discussions and negotiations;

(b) the fact that the Disclosing Party has made information of the type described in sub-paragraph (ii) below available to the Recipient; and

(c) the existence and terms and conditions of the Proposed Acquisition and this Agreement;

(ii) all Information disclosed or made available directly or indirectly to any member of the Recipient's Group and/or any Representative (whether orally, in writing, electronically or by any other means) by the Disclosing Party or by any other member of the Disclosing Party's Group or any of its or their employees, officers, representatives or advisers on, or after the date of this Agreement in connection with the Proposed Acquisition and relating to any member of the Disclosing Party's Group including financial, technical, operational, commercial, staff, management and other data and knowhow and include all copies of any such Information; and

(iii) all Information, compilations, studies, analysis or other materials prepared by any member of the Recipient's Group or any Representative which contain or reflect the Information described in (ii) above,

provided that the following shall not be Confidential Information for the purposes of this Agreement:

(a) any Information which was already in the public domain when it was first disclosed to any member of the Recipient's Group or any Representative;

(b) any Information which becomes available in the public domain other than: (i) as a result of its disclosure by any member of the Recipient's Group or any Representative in breach of this Agreement; or (ii) which the Recipient knows to have been disclosed in breach of any duty of confidentiality owed to any member of the Disclosing Party's Group or its Representatives;

(c) in relation to sub-paragraphs (ii) and (iii) above only, any Information which was lawfully in the possession of any member of the Recipient's Group or any Representative before the Information was disclosed to it by the Disclosing Party, provided that such Information is not known by any member of the Recipient's Group or any Representative to be subject to a duty of confidentiality owed to any member of the Disclosing Party's Group;

(d) any Information which is or was independently developed by any member of the Recipient's Group and/or any Representative, without use or reference to the Confidential Information of the nature set out in sub-paragraphs (ii) and (iii) above and without otherwise violating any obligations in this Agreement;

"**Data Protection Law**" means all applicable requirements of the UK Data Protection Act 2018, UK GDPR, EU GDPR and all similar legislation and regulations relating to data protection in any relevant jurisdiction;

"**Disclosing Party's Group**" means the Disclosing Party and its subsidiary undertakings at any time during the period in which the provisions of this Agreement apply and each company in the Disclosing Party's Group is a member of the Disclosing Party's Group;

"**EU GDPR**" means the General Data Protection Regulation (EU) (2016/679) (as amended from time to time) and any laws or regulations of the United Kingdom that implement or exercise derogations under it, or replace or supersede it;

"**Excluded Affiliates**" means direct or indirect portfolio companies (and their subsidiary undertakings) of investment funds advised and/or managed by the Recipient and/or any other member of the Recipient's Group (whether directly or indirectly) which have not received Confidential Information from or on behalf of the Recipient or any other member of the Recipient's Group, provided that a portfolio company shall not be deemed to have received Confidential Information solely because a director, officer or employee of the Recipient or any other member of the Recipient's Group who serves as a board observer, director or manager of that portfolio company has received Confidential Information, provided that such Confidential Information has not been disclosed to that portfolio company;

"**group undertaking**" means a "group undertaking" as defined in section 1161 of the Companies Act 2006;

"**Information**" means all information of whatever nature and in whatever form, including (without limitation) in writing, orally, electronically or digitally in connection with the Proposed Acquisition;

"**interests in securities**" has the meaning given in the Takeover Code;

"**Offer**" has the meaning given in the Takeover Code;

"**Permitted Purpose**" means the consideration, evaluation, financing and/or negotiation of the Proposed Acquisition;

"**Personal Data**" has the meaning given to it in the UK GDPR;

"**Proposed Acquisition**" has the meaning set out in Recital (1);

"**Recipient's Group**" means the Recipient, each or any other person who for the time being directly or indirectly controls, is controlled by or is under common control with the Recipient and, for the avoidance of doubt, includes, without limitation, any entity formed, controlled or owned by the Recipient or the Recipient Funds for the purpose of the Proposed Acquisition, all the Recipient's group undertakings from time to time and any investment fund advised and/or managed by the Recipient and/or any other member of the Recipient's Group other than Excluded Affiliates and "**control**" when used in this definition means: (a) holding the majority of the voting rights or share capital of such person; or (b) otherwise having the power to direct the management and policies of such person;

"**Relevant Securities**" means equity securities of the Disclosing Party;

"**Representatives**" means: (a) the directors, officers, members, employees, agents, partners, managers, professional advisers, insurance brokers and contractors of each member of the Recipient's Group; and (b) any finance provider (debt or equity) appointed by the Recipient (or any member of the Recipient's Group) solely for the purpose of advising on or providing finance in relation to the Proposed Acquisition and the directors, officers, employees, agents, partners, managers, professional advisers and contractors of any such finance provider;

"**subsidiary undertaking**" and "**parent undertaking**" mean a "subsidiary undertaking" and "parent undertaking" as defined in section 1162 of the Companies Act 2006;

"**Takeover Code**" means the City Code on Takeovers and Mergers (as amended from time to time); and

"**UK GDPR**" means EU GDPR as it forms part of English law pursuant to the European Union Withdrawal Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020).

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A "**person**" includes a natural person, company, body corporate, partnership or unincorporated association or authority (whether or not having separate legal personality).

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.6 References to clauses and schedules are to the clauses and schedules of this Agreement.

1.7 The term "including" shall mean including without limitation.

2. CONFIDENTIALITY OBLIGATIONS

2.1 The Recipient shall, and shall procure that each other member of the Recipient's Group shall, and shall direct that each of its Representatives shall, hold the Confidential Information in strict confidence and, except with the prior written consent of the Disclosing Party, the Recipient shall, and shall procure that each other member of the Recipient's Group shall, and shall direct that each of its Representatives shall:

2.1.1 use the Confidential Information solely for the Permitted Purpose;

2.1.2 not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;

2.1.3 not copy, reduce to writing or otherwise record the Confidential Information except as reasonably necessary for the Permitted Purpose and/or as part of any bona fide automatic IT back-up or internal disaster recovery procedure and/or as otherwise permitted by this Agreement;

2.1.4 keep separate the Confidential Information from all documents and other records of the Recipient and its Representatives and each member of the Recipient's Group; and

2.1.5 apply the same security measures and degree of care to the Confidential Information as the Recipient or the relevant member of the Recipient's Group in receipt of the Confidential Information applies to its own confidential information and in any case no less than reasonable measures and a reasonable degree of care.

3. PERMITTED DISCLOSURE

3.1 Subject to clause 4.1, the Recipient may only disclose the Confidential Information to its Representatives and only to those of its Representatives who reasonably need to know the Confidential Information for the Permitted Purpose, provided that:

3.1.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure and of the existence and terms of this Agreement; and

3.1.2 at all times the Recipient shall be responsible for its Representatives' compliance with the obligations set out in this Agreement and the Recipient acknowledges that it is liable for any breach of the terms of this Agreement by any of its Representatives (to the extent applicable to such Representatives), unless and only to the extent that such

Representative has entered into a direct confidentiality undertaking with the Disclosing Party in connection with the Proposed Acquisition or has agreed in writing with the Disclosing Party that it will adhere to this Agreement; and

3.1.3 in the case of any finance provider referred to in paragraph (b) of the definition of "Representatives", prior to disclosing any Confidential Information to that finance provider, the Recipient shall notify the Disclosing Party in writing (email being sufficient) of the identity of that finance provider (excluding, for the avoidance of doubt, any limited partners of any member of the Recipient's Group), provided, however that the notification requirement in this clause 3.1.3 shall cease to apply from the time of any announcement of a firm intention to make an Offer in accordance with Rule 2.7 of the Takeover Code by the Recipient or any member of the Recipient's Group for all or part of the share capital of the Disclosing Party.

4. MANDATORY DISCLOSURE

4.1 Save as otherwise permitted by clause 3.1, any member of the Recipient's Group and its Representatives may disclose Confidential Information only to the extent such Confidential Information is required to be disclosed by applicable law, regulation, by any competent governmental or other regulatory or supervisory authority (including the Panel and any relevant securities exchange) or by a court or other authority of competent jurisdiction (a "**Mandatory Disclosure**") provided that:

4.1.1 to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such Mandatory Disclosure as reasonably possible and of the basis on which the Mandatory Disclosure is required and takes such steps as the Disclosing Party may reasonably require to resist or minimise such disclosure (except where such steps would result in adverse consequences for any member of the Recipient's Group or the relevant Representative); and

4.1.2 where notice of disclosure is not prohibited and is given in accordance with this clause 4, it takes into account the reasonable requests of the Disclosing Party in relation to the form, content and timing of such disclosure.

4.2 If the Recipient or any of its Representatives is unable to inform the other party before a Mandatory Disclosure it shall, to the extent not prohibited by law or regulation, inform the Disclosing Party of the circumstances and basis of the Mandatory Disclosure and the Confidential Information that has been disclosed as soon as reasonably practicable after such Mandatory Disclosure has been made.

5. RETURN OF INFORMATION AND ANNOUNCEMENTS

5.1 At the request of the Disclosing Party, the Recipient and each person (including the Recipient's Representatives) to whom it has disclosed Confidential Information shall promptly, and in any event within 15 Business Days:

5.1.1 destroy or return to the Disclosing Party (at the Recipient's election) all documents and materials (and any copies) containing, reflecting or incorporating the Disclosing Party's Confidential Information;

5.1.2 take reasonable steps to erase the Disclosing Party's Confidential Information from its/their computer systems such that it is no longer accessible without computer forensic or data recovery software; and

5.1.3 promptly upon written request by the Disclosing Party, confirm in writing to the Disclosing Party that, to the best of its knowledge (having made reasonable enquiries as the same), it and each person to whom the Recipient or any other member of the Recipient's Group has disclosed Confidential Information has complied with the obligations contained in this paragraph 5.1,

provided that the Recipient and its Representatives may retain documents and materials which contain, reflect, incorporate, or are based on the Confidential Information to the extent: (i) required by law, regulation or any applicable governmental or regulatory or supervisory authority including the rules of a professional body or by its bona fide internal compliance policies and procedures relating to safeguarding or backup storage of data where such policies or procedures are required to be maintained by any such law, regulation, rule or practice; or (ii) contained in any electronic file created pursuant to any routine backup or archiving procedure so long as such file is not generally accessible beyond the need for disaster recovery or similar operations; or (iii) incorporated into its board or investment committee papers or minutes relating to the Proposed Acquisition (provided that such papers or minutes contain a level of detail which is no greater than is customary for such documents). Any such Confidential Information shall be kept confidential and the provisions of this Agreement shall continue to apply to any such documents and materials retained by the Recipient, subject to clause 11.1.

5.2 Subject to clauses 7.6.2 and 8.4, no party shall make, or permit any person to make, any public announcement concerning this Agreement or the Proposed Acquisition without the prior written consent of the other party, except as required by law, regulation or any governmental or regulatory or supervisory authority (including, without limitation, any relevant securities exchange and the Panel), or by any court or other authority of competent jurisdiction.

6. RESTRICTIONS ON CONTACT WITH CERTAIN PARTIES

6.1 The Recipient shall and shall procure that any member of the Recipient's Group shall, and direct that each of its Representatives shall, direct all communications to the Disclosing Party relating to the Proposed Acquisition only to one or more of the Disclosing Party's Non-Executive Chairman, Chief Executive Officer, Chief Financial Officer and the Disclosing Party's advisers at Stephens Europe Limited and Dorsey and Whitney (Europe) LLP or anyone else subsequently notified to the Recipient in writing by or on behalf of the Disclosing Party for such purpose.

6.2 Without prejudice to clause 6.1, no member of the Recipient's Group shall, for a period of 12 months from the date of this Agreement:

6.2.1 contact or communicate directly with any of the Disclosing Party's Group's directors, officers or employees, creditors, customers or suppliers; or

6.2.2 attend any of the business premises or sites of the Disclosing Party's Group,

in each without the prior written consent of the Disclosing Party. Nothing in this clause 6.2 shall prevent the Recipient or any other member of the Recipient's Group from contacting any party in the ordinary course of its business for reasons unconnected with the Proposed Acquisition and without reference to any Confidential Information or the Proposed Acquisition.

6.3 The Recipient shall not, and shall procure that no member of the Recipient's Group shall, for a period of 12 months from the date of this Agreement, without the prior written agreement of the Disclosing Party:

6.3.1 employ or offer to employ, or enter into a contract for the services of, any individual who came in contact with any member of the Recipient's Group in connection with the

Proposed Acquisition and was, at any time during the negotiations relating to the Proposed Acquisition, a director of any member of the Disclosing Party's Group or an employee holding any senior executive or managerial position of any member of the Disclosing Party's Group ("**Key Employee**") or entice, solicit or procure any such person to leave the employment of the Disclosing Party's Group or procure or facilitate the making of any such offer or attempt jointly with another person; or

6.3.2 deal with or seek to agree to deal with, or seek the custom of, any of the suppliers to or customers of any member of the Disclosing Party's Group which is a supplier or customer as at the date of this Agreement.

6.4 The placing of an advertisement of a post available to members of the public generally which is responded to by a Key Employee or search firm engagements not specifically targeted at a Key Employee shall not be deemed to be a violation of the provisions of clause 6.3, nor shall the provisions of clause 6.3 prohibit the Recipient or a member of the Recipient's Group from employing any person who has made an unsolicited approach to it or who is employed or engaged following the cessation of a Key Employee's employment or engagement with the Disclosing Party's Group.

6.5 Nothing in clauses 6.2 and 6.3.2 will prevent the Recipient or any other member of the Recipient's Group from: (i) dealing with its customers and suppliers in the ordinary course of its business; or (ii) conducting any commercial, market or other similar diligence process in connection with the Proposed Acquisition through a third party on a no-names basis, in each case, as long as no member of the Recipient's Group or such third party refers to the Proposed Acquisition, the identity of any member of the Disclosing Party's Group or any Confidential Information.

7. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

7.1 The Disclosing Party and each member of the Disclosing Party's Group reserve all rights in their Confidential Information. No rights in respect of the Confidential Information of the Disclosing Party or any member of the Disclosing Party's Group are granted to the Recipient or any Representative and no obligations are imposed on the Disclosing Party other than those expressly stated in this Agreement. In particular, nothing in this Agreement shall be construed or implied as obliging the Disclosing Party to disclose any specific type of information under this Agreement, whether Confidential Information or not.

7.2 Neither the Disclosing Party nor any member of the Disclosing Party's Group makes any express or implied warranty or representation or undertaking concerning its Confidential Information. In particular neither the Disclosing Party nor any member of the Disclosing Party's Group makes any express or implied warranty or representation or undertaking as to the accuracy or completeness of the Confidential Information or as to the reasonableness of any assumptions on which any of the same is based. Accordingly neither the Disclosing Party nor any of the Disclosing Party's Group nor any of their employees, officers, representatives or advisers shall be liable for any direct or indirect or consequential loss or damage suffered by the Recipient, its Representatives or any other person as a result of relying on any statement contained in or omitted from the Confidential Information.

7.3 The disclosure of Confidential Information by the Disclosing Party or any member of the Disclosing Party's Group shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement in relation to the Proposed Acquisition. The Disclosing Party shall not be under any obligation to accept any offer or proposal which may be made (or has been made) by or on behalf of the Recipient or any member of the Recipient's Group in the course of any negotiations relating to the Proposed Acquisition and the Disclosing Party may terminate negotiations at any time without any liability on the

Disclosing Party or any member of the Disclosing Party's Group to reimburse the Recipient or any of its Representatives in connection with any aspect of the negotiations.

7.4 Neither the Disclosing Party nor any member of the Disclosing Party's Group shall be under any obligation to provide further information, to update or correct any Confidential Information, or to enter into or continue discussions or negotiations in respect of the Proposed Acquisition.

7.5 The Recipient acknowledges that damages alone may not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to seek equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

7.6 Nothing in this Agreement shall:

7.6.1 oblige a party to pay any amount which the Panel on Takeovers and Mergers determines would not be permitted by Rule 21.2 of the Takeover Code; or

7.6.2 in accordance with Rule 2.3(d) of the Takeover Code, prevent the Disclosing Party from making an announcement relating to a possible offer or publicly identifying the potential offeror at any time the Disclosing Party board considers appropriate.

8. STANDSTILL

8.1 Subject to clauses 8.2 and 8.4, the Recipient agrees that, for a period of 9 months from the date of this Agreement, the Recipient will not, will procure that no member of the Recipient's Group will, and will direct and exercise all legal rights available to the Recipient to procure, that any other person acting in concert with the Recipient (for these purposes excluding any person presumed to be acting in concert with the Recipient only pursuant to presumption 6 of the definition of acting in concert), will not, from the time that such person becomes aware of the Proposed Acquisition, directly or indirectly:

8.1.1 acquire, offer to acquire or procure or induce any other person to acquire or offer to acquire any interest in Relevant Securities;

8.1.2 enter into any agreement, arrangement or understanding (whether legally binding or not) or do any act as a result of which it or any other person acting in concert with the Recipient may acquire an interest in the Relevant Securities (other than any securities issued pursuant to any rights granted in relation to securities in the Disclosing Party as at the date of this Agreement);

8.1.3 enter into any agreement, arrangement or understanding (whether legally binding or not), or do or omit to do any act as a result of which the Recipient or any other person acting in concert with the Recipient may become obliged to make an Offer (whether under the Takeover Code or otherwise) for all or any of the Relevant Securities;

8.1.4 announce, procure or induce any other person acting in concert with the Recipient to announce any offer, possible offer or other proposal in connection with any Relevant Securities, including any announcement under Rule 2.4 or Rule 2.7 of the Takeover Code (save as required by law, regulation or any governmental or regulatory authority (including, without limitation, any relevant securities exchange and the Panel or as required by the Panel pursuant to Rule 2.2 of the Takeover Code));

8.1.5 enter into any agreement, arrangement or understanding (whether legally binding or not), or do or omit to do any act as a result of which it or any other person may become obliged to announce an Offer (whether under the Takeover Code or otherwise) for all or any of the Relevant Securities;

8.1.6 enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any of the Relevant Securities; or

8.1.7 contact or communicate with any shareholder of the Disclosing Party in connection with the Proposed Acquisition or the Permitted Purpose.

8.2 The restrictions in clause 8.1 will not apply:

8.2.1 if the Disclosing Party has provided its prior written consent (e-mail being sufficient) to the actions proposed to be taken by the Recipient;

8.2.2 to any acquisition of an interest in shares or other securities of the Disclosing Party by any connected fund manager or principal trader (each as defined in the Takeover Code) or so as to prevent any of the Recipient's or any member of the Recipient's Group's respective advisers from taking any action in the normal course of that person's investment or advisory business, provided such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, the Recipient or any person acting in concert with the Recipient;

8.2.3 from the time of any announcement of a firm intention to make an Offer in accordance with Rule 2.7 of the Takeover Code by the Recipient or any member of the Recipient's Group for all or part of the share capital of the Disclosing Party that, at the time of the announcement, is to be recommended by the directors of the Disclosing Party, notwithstanding that such recommendation may be withdrawn at any time after such announcement;

8.2.4 from the time of any announcement by a third party (other than the Recipient, any member of the Recipient's Group or any person acting in concert with them) of a firm intention to make an Offer in accordance with Rule 2.7 of the Takeover Code for all or part of the share capital of the Disclosing Party for as long as such Offer remains open for acceptance (whether or not such transaction has been recommended by the directors of the Disclosing Party);

8.2.5 if any third party (together with its concert parties) becomes interested in shares carrying 20% or more of the voting rights of the Disclosing Party;

8.2.6 if the Disclosing Party announces that it has entered into a definitive agreement to sell all, or substantially all, of the assets of its Group to a person other than another member of the Disclosing Party's Group; or

8.2.7 if the Disclosing Party enters into, or announces that it is proposing to enter into, a reverse takeover or announces a proposal to seek shareholder approval for a Rule 9 waiver (each as referred to in the Takeover Code).

8.3 If the Recipient or any person acting in concert with the Recipient acquires any interest in securities of the Disclosing Party in breach of clause 8.1, then without prejudice to any other rights of the Disclosing Party under this Agreement and upon written request by the Disclosing Party, the Recipient will promptly dispose of, procure, in the case of any member of the

Recipient's Group, or direct and exercise all legal rights available to it to procure, in the case of any other person acting in concert with the Recipient, the disposal of such interest within 30 days of it becoming lawful to do so.

8.4 Notwithstanding anything to the contrary in this Agreement:

8.4.1 neither party shall be restricted from making any announcement in connection with the Proposed Acquisition in response to the making of any announcement in accordance with Rule 2.4 of the Takeover Code which names any member of the Disclosing Party or any member of the Recipient's Group, provided that any such announcement(s) shall not include any Confidential Information (other than details of the Proposed Acquisition itself); and

8.4.2 the Recipient or any member of the Recipient's Group shall not be prohibited from announcing, in accordance with Rule 2.7 of the Takeover Code, an offer to acquire the entire issued and to be issued share capital of the Disclosing Party where the circumstances described in clause 8.2.3 apply or following the occurrence of following the occurrence of any event described in clauses 8.2.4 to 8.2.7.

9. INSIDE INFORMATION

9.1 The Recipient acknowledges that it is aware that some or all of the Confidential Information may constitute inside information for the purposes of the UK Market Abuse Regulation, which is the UK version of the EU Market Abuse Regulation (596/2014) that is part of UK law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MAR**") and Part V of the Criminal Justice Act 1993 ("**CJA**") and that any Representatives who are in, or acquire, possession of any Confidential Information may have inside information for the purposes of UK MAR and information as an insider for the purposes of the CJA. The Recipient consents to receiving this information and to being made an insider within the meaning of UK MAR and the CJA and will bring to the attention of its Representatives who, from time to time receive this information, the prohibitions on market abuse set out in UK MAR and on insider dealing contained in the CJA.

10. PERSONAL DATA

10.1 The Recipient acknowledges that Confidential Information may include Personal Data, the handling or processing or transfer of which may be subject to the requirements of Data Protection Law. Without limitation to any other term of this Agreement, in relation to the Personal Data, the Recipient will (and will procure that each member of the Recipient's Group will):

10.1.1 in relation to the processing of any Personal Data disclosed, comply with all relevant provisions of applicable Data Protection Law;

10.1.2 take appropriate technical and organisational measures to guard against the unauthorised or unlawful destruction, loss, alteration, disclosure of, or access or damage to such Personal Data or any other unauthorised or unlawful processing of such Personal Data (each, a "**Data Breach**");

10.1.3 notify the Disclosing Party promptly and without undue delay after becoming aware of any Data Breach affecting Personal Data disclosed by or on behalf of the Disclosing Party; and

10.1.4 promptly provide to the Disclosing Party such reasonable co-operation, information and assistance as the Disclosing Party may from time-to-time reasonably request to enable the Disclosing Party to comply with its obligations under Data Protection Law in relation to any Personal Data disclosed to and processed by the Recipient or any member of the Recipient's Group.

11. TERM AND TERMINATION

11.1 The obligations of each party hereunder (unless otherwise specified elsewhere in this Agreement) will terminate on the earlier of: (a) 2 years from the date of this Agreement; and (b) the date of completion of the Proposed Acquisition, except where expressly provided otherwise by the terms of this Agreement.

11.2 Termination of this Agreement shall not affect any accrued rights or remedies to which the Disclosing Party or Recipient is entitled.

12. ENTIRE AGREEMENT AND VARIATION

12.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

12.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Save in respect of fraud, each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

12.3 No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

13. NO WAIVER

13.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

13.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

13.3 A party that waives a right or remedy provided under this Agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

14. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign, sub-contract or deal in any way with any of its rights or obligations under this Agreement or any document referred to in it without the prior written consent of the other party.

15. NOTICES

15.1 Any notice required to be given under this Agreement, shall be in writing and shall be delivered by hand, or by e-mail, or sent by pre-paid first class post or recorded delivery or by commercial courier if from or to any place in the United Kingdom or sent by prepaid airmail if from or to any place outside the United Kingdom, to each party required to receive the notice at its address as set out below:

15.1.1 Disclosing Party: [redacted]

E-mail: [redacted]

15.1.2 Recipient: [redacted]

E-mail: [redacted]

or as otherwise specified by the relevant party by notice in writing to each other party.

15.2 Any notice shall be deemed to have been duly received:

15.2.1 if delivered by hand, when left at the address and for the contact referred to in this clause; or

15.2.2 if sent by e-mail, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt; or

15.2.3 if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

15.2.4 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

15.2.5 if sent by prepaid airmail at 9.00am on the fifth Business Day after posting.

16. NO PARTNERSHIP

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

17. CAPACITY

The Recipient confirms that in relation to the Proposed Acquisition and its entry into this Agreement, it is either acting as principal or as manager and/or adviser to one or more affiliated investment funds.

18. THIRD PARTY RIGHTS

18.1 Each member of the Disclosing Party's Group (to the extent that Confidential Information of such member of the Disclosing Party's Group has been made available to any member of the Recipient's Group or any Representative) may enforce the terms of this Agreement subject to and in accordance with the remaining terms of this clause 18 and the provisions of the Contracts (Rights of Third Parties) Act 1999.

18.2 Any rights conferred by this clause 18 shall not be assignable.

18.3 The parties to this Agreement may, without the consent of any member of the Disclosing Party's Group, rescind or vary this Agreement in such a way as to extinguish or alter the rights conferred by this clause 18.

18.4 Except as provided in this clause 18 a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause 18 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

19. COSTS

Unless otherwise agreed to by the Disclosing Party and the Recipient, neither party to this Agreement nor any member of either the Disclosing Party's Group or the Recipient's Group or any of their respective directors, employees and professional advisers is under any obligation or has agreed to any liability to reimburse the other in respect of any costs, expenses, damages or losses incurred by any such person in connection with this Agreement or any negotiations, actions or omissions relating to this Agreement or the Proposed Acquisition whether or not such matters lead to a legally binding transaction or offer.

20. APPOINTMENT OF PROCESS AGENT

20.1 The Recipient irrevocably appoints Accel-KKR (London) (the "**Agent**"), of 21 Queen Anne's Gate, London SW1H 9BU, as its agent to accept service of process in England and Wales in any legal action or proceedings arising out of or in connection with this Agreement, provided that:

20.1.1 service upon the Agent shall be deemed valid service upon the Recipient whether or not the process is forwarded to or received by the Recipient;

20.1.2 the Recipient shall inform the Disclosing Party, in writing, of any change in the address of the Agent within 28 days of such change;

20.1.3 if the Agent ceases to be able to act as a process agent or to have an address in England or Wales, the Recipient irrevocably agrees to appoint a new process agent in England or Wales and to deliver to the Disclosing Party within 14 days a copy of a written acceptance (including by email) of appointment by the new process agent; and

20.1.4 nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by	[redacted]
for and on behalf of **ELECO PLC**	Director
	[redacted]
	Director
Signed by	[redacted]
for and on behalf of **ACCEL-KKR CAPITAL PARTNERS VII, LP**	Authorised Signatory