

To: TDR Capital LLP acting in its capacity as manager of various TDR funds
20 Bentinck Street
London, W1U 2EU

14th February 2021

Dear Sirs,

We refer to the possible acquisition of the entire issued and to be issued share capital of Arrow Global Group plc ("**Target**") by or on behalf of investment funds managed or advised by TDR Capital LLP ("**Bidder**") (whether effected by takeover offer or a scheme of arrangement) (the "**Transaction**").

In consideration of each party agreeing to make available to the other party certain Confidential Information (as defined in paragraph 1 of this letter), each party undertakes to the other in the terms set out below.

1. Definitions

1.1 The following definitions apply for the purposes of this letter:

"**Affiliate**" means, in relation to any person or entity, any natural person or legal entity who or which, directly or indirectly, Controls or is Controlled by, or is under common Control with, such person or entity, and, in addition, in relation to Bidder shall include: (i) any Fund; (ii) any general partner or manager of, or adviser in respect of the investments of, any Fund; and (iii) any trustee, nominee, custodian, or operator of any Fund, provided always that the term shall not include any Portfolio Company or the limited partners (or equivalent underlying investors of) of any Fund;

"**Associate**", in relation to any person, means:

- (i) any of that person's Affiliates; or
- (ii) any director or partner of that person or any of that person's Affiliates; or
- (iii) any corporation, 20 per cent. or more of whose issued share capital (or share capital carrying 20 per cent. or more of the votes ordinarily exercisable at shareholders' meetings) is owned in aggregate by that person and/or any of that person's Affiliates;
or
- (iv) any person who would otherwise be acting in concert as defined in the Code;

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

“**Confidential Information**” means information of whatever nature and in whatever form or medium (including, without limitation, written, visual, electronic or oral) relating:

- (i) directly or indirectly to the Transaction (including the existence, status, progress and contents of any negotiations or discussions relating to the Transaction and any terms proposed in relation to the Transaction and the existence and contents of this letter); and
- (ii) to the Provider or any of the Provider’s Affiliates which is acquired by or made available to the Recipient or any of the Recipient’s Affiliates (on or after this letter is agreed and whether with or without the authority of the Provider) by the Provider or any of the Provider’s Affiliates or the Provider’s representatives for the purpose of considering, negotiating, advising in relation to, or furthering the Transaction and includes any information, analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information (including copies of any such information prepared by the Recipient or any of its Authorised Recipients (as defined at paragraph 2.1(A)),

but excludes information which:

- (a) is publicly available at the time of its disclosure under this letter; or
- (b) becomes publicly available following disclosure under this letter (other than as a result of disclosure by the Recipient or any other person contrary to the terms of this letter); or
- (c) was lawfully in the Recipient’s possession prior to disclosure under this letter (as can be demonstrated by the Recipient’s written records or other reasonable evidence) free of any restriction as to its use or disclosure; or
- (d) following disclosure under this letter, becomes available to the Recipient (as can be demonstrated by the Recipient’s written records or other reasonable evidence) from a source other than the Provider or its Affiliates (or its or their representatives), which source is not, so far as the Recipient is aware, bound by any obligation of confidentiality to the Provider in relation to such information;

“**Control**” means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise) and the term “**Controlled**” shall be construed accordingly;

“**Data Protection Law**” means: (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament in such form as incorporated into the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018 and any regulations under that Act and as it is modified from time to time; and (ii) any other applicable data protection and privacy laws and regulations and other similar instruments in any other jurisdiction;

“**Fund**” means any fund, account and/or other collective investment scheme;

“**Part VI Rules**” means any of the Listing Rules, Disclosure Guidance & Transparency Rules or Prospectus Rules made by the Financial Conduct Authority in exercise of its functions as competent authority pursuant to Part VI of the Financial Services and Markets Act 2000;

“**personal data**” means any personal data (as defined under applicable Data Protection Law) that is disclosed by or acquired in any way (and whether directly or indirectly, before, on or after the date of this letter) from any party or any of its Affiliates and includes all copies of any such personal data prepared by or on behalf of any such party or its Affiliates;

“**Portfolio Company**” means any operating company (or any investee company or holding company incorporated for the purposes of an investment in the relevant operating company), or any subsidiary of any of the foregoing;

“**Provider**” means the party providing (either directly or indirectly) Confidential Information to the other party pursuant to this letter; and

“**Recipient**” means the party to whom Confidential Information is furnished by the other party (either directly or indirectly) pursuant to this letter.

- 1.2 The obligations expressed to be undertaken by each party are obligations each party owes to the other party and to each of its Affiliates.

2. Confidential Information

- 2.1 Subject to paragraphs 2.2, 2.3, 2.6, 2.7, 8.2 and 8.4, the Recipient shall:

- (A) keep the Confidential Information secret and confidential and not, without the Provider's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) any of it to any person other than:
- (i) to its Affiliates and its and their respective directors, employees, consultants, agents and professional advisers (including the directors, partners and employees of such advisers) who strictly need to know the same for the purposes of considering, evaluating, advising on or furthering the Transaction;
 - (ii) if the Recipient is the Target, to its providers of debt finance, including bondholders; and
 - (iii) if the Recipient is the Bidder, to its (actual or prospective) providers of debt finance and, following a firm intention announcement by Bidder in respect of the Transaction under Rule 2.7 of the Code, to its (actual or prospective) providers of equity finance, in each case in connection with

the Transaction and to their professional advisors engaged in relation to the Transaction, provided that Bidder notifies Target of the identity of any such persons (excluding professional advisors) prior to disclosing Confidential Information to them,

(together, the “**Authorised Recipients**”);

- (B) use the Confidential Information solely for the purpose of considering, evaluating, advising on or furthering the Transaction;
 - (C) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party, and shall otherwise comply with Data Protection Law, including by taking such security measures against unauthorised or unlawful processing or actual loss or destruction of, or damage to, personal data as may be required under Data Protection Law;
 - (D) not make or permit or procure to be made any copies of Confidential Information or reproduce it in any form except: (i) for the purpose of supplying the same to those to whom disclosure is expressly permitted in accordance with this letter; or (ii) with the Provider’s prior written consent;
 - (E) to the extent permitted by law or regulation, inform the Provider promptly if the Recipient becomes aware of any breach or threatened breach of this letter (including, without limitation, the disclosure of Confidential Information to an unauthorised third party); and
 - (F) notify the Provider in the event that it receives any communication: (i) which relates to either party’s compliance with Data Protection Law in respect of personal data; or (ii) from or on behalf of an individual to exercise any of their rights under Data Protection Law in relation to the personal data, including a request to obtain a copy of their personal data, and comply with the Provider’s instructions with respect to such request.
- 2.2 Nothing in this letter shall limit Target’s ability to announce information falling within limb (i) of the definition of “Confidential Information” as contemplated by Rule 2.3(d) of the Code.
- 2.3 Paragraphs 2.1 and 8.1 shall not restrict any disclosure required by law or regulation or by any court of competent jurisdiction, the Part VI Rules, the rules and regulations of the London Stock Exchange (or any other stock exchange on which the securities of the Recipient, the Provider or their respective Affiliates are listed, traded or quoted), or by the rules of, or at the request of, any applicable taxation authority or governmental, supervisory or regulatory body or organisation which is lawfully entitled to require any such disclosure provided that, to the extent reasonably practicable and permitted by applicable law and regulation (including, without limitation, the rules of any applicable regulatory, governmental or supervisory organisation), prior to any such disclosure involving the disclosure of any Confidential Information (excluding any announcement by Target pursuant to paragraph 2.2), the Recipient shall promptly consult the Provider in

advance of such disclosure with a view to providing the opportunity for the Provider to contest or limit such disclosure or otherwise to agree the timing, form and content of such disclosure, and the Recipient shall consider in good faith the Provider's comments as to such timing form and content.

- 2.4 The Recipient shall procure that its Authorised Recipients to whom Confidential Information is to be made available observe the obligations contained in this letter regarding Confidential Information as if they were a party to the letter and had undertaken the same obligations as are undertaken by the Recipient, and the Recipient shall be responsible to the Provider for any breach of the terms of this letter by its Authorised Recipients.
- 2.5 Subject to paragraph 2.6, Bidder shall, and shall procure that its Affiliates and persons acting on its and their behalf, respectively, shall, in relation to the Transaction and the Confidential Information, not solicit, instigate, respond to or otherwise participate in, any contact, communication, correspondence, discussion, interaction or other engagement with any director, officer, employee, agent, consultant or representative of Target or its Affiliates other than:
- (A) Target's Chairman, Chief Executive Officer, Chief Financial Officer, Group Chief Legal and Risk Officer (a "**Target Authorised Representative**") and the Target's advisors at Goldman Sachs, JP Morgan, and Slaughter and May;
 - (B) Zachary Lewy provided always that where Confidential Information falling within limb (ii) of the definition of "Confidential Information" is to be discussed:
 - (i) any physical meeting, telephone conversation, video conference or similar interaction (including electronic communication by whatever means) is attended throughout by at least one Target Authorised Representative; and
 - (ii) any written communications (in whatever form, including electronic communications by whatever means) are copied contemporaneously to a Target Authorised Representative (for example, by their inclusion in the CC: field of email correspondence) or, if any such communication is received unsolicited by Bidder or its representatives from or on behalf of Zachary Lewy, a copy of the same is provided to Target without delay and no further communications take place other than in compliance with this paragraph (B); and
 - (C) such other people who may from time to time be notified to Bidder by Target in writing.
- 2.6 Nothing in this letter shall prevent Bidder or its advisers holding discussions with the shareholders of Target (including Zachary Lewy, solely in his capacity as a shareholder of Target and not, for the avoidance of doubt, as agent for, or representative of, Target or its Affiliates) which, in Bidder's or its advisers' reasonable opinion, are necessary or desirable for the purposes of furthering the Transaction, provided that:

- (A) such discussions shall not involve the disclosure of any Confidential Information falling within limb (ii) of the definition of "Confidential Information"; and
 - (B) where such discussions involve the disclosure of any Confidential Information, the relevant shareholder of Target is informed of the confidential and, where applicable, price sensitive nature of such information.
- 2.7 Nothing in this letter shall prevent Bidder, its Affiliates or its advisers holding discussions with Zachary Lewy in respect of any matter other than matters that comprise Confidential Information.

3. Return and Destruction of Confidential Information

- 3.1 Subject to paragraph 3.2, the Recipient shall, as soon as reasonably practicable following termination of discussions concerning the Transaction or within 14 days of receipt of a written demand from the Provider:
- (A) at the Recipient's option, return or destroy, or procure the return or destruction of, all originals and hard copies of documents and all other materials which are in a form reasonably capable of delivery (including, without limitation, computer disks, and USB drives) containing or reflecting Confidential Information and all copies thereof which have been made by or on behalf of the Recipient or its Authorised Recipients, in each case which are in the Recipient's possession or under the Recipient's custody and control;
 - (B) so far as it is practicable to do so, permanently erase, or procure the permanent erasing of, all electronic copies of documents or other materials containing or reflecting any Confidential Information in the Recipient's possession or under the Recipient's custody and control; and
 - (C) on written request, supply a certificate signed by any director of, or any employee holding an executive or senior management position with, the Recipient confirming that, to the best of their knowledge, information and belief, having made reasonable enquiries, the requirements of this paragraph have been fully complied with.
- 3.2 Notwithstanding the provisions of paragraph 3.1, but without prejudice to any duties of confidentiality in relation to such Confidential Information contained in this letter, the Recipient may retain any Confidential Information or a copy thereof as may be required by law or regulation or the rules of any applicable regulatory, governmental or supervisory organisation to which it is subject or which is contained in any board or committee papers or as back-ups or archives as a matter of reasonable routine processes on either party's (or any of its Authorised Recipients') electronic information management and communications systems or servers, provided that such Confidential Information will continue to be held subject to the terms of this letter and no step will be taken to access or recover such Confidential Information unless required to comply with law or regulation or the rules of any applicable regulatory, governmental or supervisory organisation to which it is subject (as applicable).

4. Ownership of Confidential Information

The Confidential Information shall remain the property of the Provider and/or its Affiliates (as applicable) and its disclosure shall not confer on the Recipient or any other person any right or licence (including any intellectual property right) over the Confidential Information whatsoever beyond those contained in this letter.

5. No Offer

Neither the Confidential Information nor anything else in this letter shall constitute an offer by or on behalf of either party. Neither party shall be under any obligation to accept any offer or proposal which may be made by either party or on either party's behalf.

6. No Representation

None of the Confidential Information has been subject to verification, and neither the Provider nor any of its Affiliates nor any person acting on its or their behalf accepts responsibility for or makes any representation, express or implied, or gives any warranty or undertaking with respect to the accuracy or completeness of the Confidential Information or any other information supplied by it or them, or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same, or any oral communication in connection with the Confidential Information and the Recipient undertakes to the Provider (for itself and as trustee for each of its Affiliates and its and their representatives and advisers) to waive any liability which such parties may incur by reason of the Recipient's use of, or reliance upon, any of the Confidential Information. Each statement in this paragraph has no application in the case of fraud.

7. Non-solicitation of employees

7.1 Subject to paragraphs 7.2 and 7.3, each party agrees that it shall not, and shall procure that each of its Affiliates shall not, for a period of 12 months from the date on which discussions between the parties in respect of the Transaction terminate, directly or indirectly solicit, endeavour to entice away, employ or offer to employ or enter into any contract for services with any person who is at any time during the negotiation of the Transaction:

(A) in the case of Target, a director, partner or officer of, or an employee that is a senior investment professional or that holds an executive management position with, Bidder or any of its Affiliates; and

(B) in the case of Bidder, a director, partner or officer of, or an employee that is a senior investment professional or that holds an executive management position with, Target or any of its Affiliates,

in each case, whether or not such person would commit any breach of their contract of service in leaving its employment.

- 7.2 Nothing in paragraph 7.1 shall prevent Bidder from considering and accepting an application made by any such person or employee: (i) in response to a recruitment advertisement published generally and not specifically directed at the employees of Target or any of its Affiliates; (ii) if such person approaches Bidder on an unsolicited basis; or (iii) following the cessation of such person's employment with Target or any of its Affiliates without any solicitation or encouragement by Bidder.
- 7.3 Nothing in paragraph 7.1 shall restrict the Bidder or any of its Affiliates from soliciting, endeavouring to entice away, employing or offering to employ or entering into any contract for services with Zachary Lewy.

8. Announcements and disclosure

- 8.1 Subject to paragraphs 2.2, 2.3, 2.6, 2.7, 8.2 and 8.4, neither party will make, or permit or procure to be made or solicit or assist any other person to make any disclosure, public statement or announcement (including under Rule 2.7 of the Code) concerning, or otherwise publicise, Confidential Information.
- 8.2 If either party becomes (or is reasonably likely to become) compelled by law or regulation, or the rules of, or is requested by, any applicable regulatory, governmental or supervisory body or organisation to whose jurisdiction the relevant party is subject, to disclose any Confidential Information, the relevant party will (to the extent permitted by law and such rules and excluding any announcement by Target pursuant to paragraph 2.2 or by Bidder pursuant to paragraph 8.4) promptly consult the other party in advance of such disclosure with a view to providing the opportunity for the other party to contest or limit such disclosure or otherwise to agree the timing, form and content of such disclosure, and the relevant shall consider in good faith the other party's comments as to such timing form and content.
- 8.3 Where, in accordance with paragraph 8.2, the person making such disclosure is not permitted to consult with the other party before disclosure is made that person will, to the extent permitted by law or regulation, inform the other party of the circumstances, timing, content and manner of making the disclosure promptly after such disclosure has been made.
- 8.4 Nothing in this letter shall prevent:
- (A) Target or its advisers holding discussions with its own shareholders (in such capacity) which, in Target's or its advisers' reasonable opinion, are necessary or desirable for the purposes of furthering the Transaction, provided that such discussions shall not involve the disclosure of any Confidential Information other than information falling within limb (i) of the definition of "Confidential Information"; or
 - (B) if the board of directors of Target and Bidder have failed to agree a price that the directors of Target are willing to recommend to Target shareholders by 23:59 on 21 February 2021, any announcement by Bidder provided that:

- (i) such announcement does not constitute a Prohibited Activity under paragraph 9; and
- (ii) any Confidential Information that is disclosed by Bidder in any such announcement falls within limb (i) of the definition of Confidential Information.

9. Restrictions

9.1 Without prejudice to any obligations it may have at law or under the Code, Bidder agrees that it shall not, and shall procure that its Affiliates (which, for the purpose of this paragraph 9, shall be deemed to include Portfolio Companies that are in possession of Confidential Information and that would, but for the exclusion in the definition of Affiliate, be Affiliates) and (so far as it is able to do so) its and their representatives and Associates shall not, 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 Target be involved in any Prohibited Activity.

9.2 For the purposes of paragraph 9.1, each of the following is a “**Prohibited Activity**”:

- (A) acquiring or seeking to acquire any interest in the shares (as defined in the Code) or bonds of Target or any of its Affiliates, including rights to acquire, rights to subscribe for, options in respect of, and derivatives referenced to, such securities; or
- (B) 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; or
- (C) making a general offer, including a mandatory offer, for all or any part of the share capital of Target or any of its Affiliates; or
- (D) taking any step which might give rise to any obligation to make any offer for all or any part of the share capital of Target or any of its Affiliates; or
- (E) assisting or advising any person in relation to any of the foregoing.

9.3 The restrictions in paragraph 9.1 (without prejudice to other obligations or restrictions) shall cease to apply if, at any time:

- (A) any person (including Bidder or any other person acting in concert with Bidder) makes, or announces a firm intention to make, a general offer to acquire shares carrying over 50% of the voting rights (as defined in the Code) in Target under Rule 2.7 of the Code which has been recommended by the board of directors of Target;
- (B) any person acquires an interest in the shares of Target which represents the higher of (i) more than 15% of the voting rights attaching to all issued shares in

Target and (ii) more than 5% of the voting rights in excess of the percentage of voting rights attaching to those shares in Target in which the relevant person held interests as at the date of this letter;

- (C) if:
- (i) Bidder has agreed with the board of directors of Target a price per share of the Target in respect of which the board of directors of Target is willing to recommend to Target shareholders;
 - (ii) Bidder has confirmed in writing to the board of directors of Target that Bidder is ready, willing and able to release, without delay, a firm intention announcement under Rule 2.7 of the Code at a price per share of the Target and on such terms which the board of directors of Target has agreed to recommend, subject only to the inclusion of the recommendation statement referred to in paragraph (i) above; and
 - (iii) the directors fail to confirm to Bidder in writing within 72 hours of such confirmation their agreement to the release of the Rule 2.7 announcement including such recommendation statement; or
- (D) any third party (other than Bidder and/or any person acting in concert with Bidder) makes, or announces a firm intention to make, a general offer to acquire shares in Target under Rule 2.7 of the Code (whether or not such transaction has been recommended by the board of directors of Target).

9.4 The restrictions in paragraph 9.1 shall not prevent any of Bidder's advisors taking any action in the normal course of their respective investment or advisory businesses which was not taken on the instructions of Bidder or any of Bidder's Associates.

9.5 In the event that Bidder any of its Affiliates, or its or their representatives or Associates acquire(s) any interests in securities of Target in breach of paragraph 9.1, then, on written request by Target (without prejudice to any other right of Target under this letter), Bidder shall dispose of or procure the disposal of such interest within 7 calendar days.

10. Insider dealing and market abuse

10.1 Each party acknowledges and agrees that:

- (A) the Confidential Information is provided to it in confidence and it will not engage in any behaviour while in possession of the Confidential Information which would amount to market abuse for the purposes of, or is otherwise prohibited under, the Market Abuse Regulation (EU) No 596/2014 ("**EU MAR**") and the UK version of EU MAR, which came into effect on 1 January 2021 when EU MAR was incorporated into UK domestic law by the European Union (Withdrawal) Act 2018, with certain modifications pursuant to the Market Abuse Exit Regulations 2019; and

- (B) the Transaction and some or all of the Confidential Information may constitute inside information for the purposes of the Criminal Justice Act 1993 (“CJA”) and accordingly by receiving such Confidential Information it may become an ‘insider’ and therefore, in accordance with applicable law, it may not deal in securities that are price-affected securities (as defined in the CJA) in relation to any such inside information, encourage another person to deal in price-affected securities or disclose the information (except as permitted by the CJA) before the Confidential Information has been made public.

11. Privilege

Each party represents and agrees that to the extent any Confidential Information attracts any form of privilege or refers to other documents which attract any form of privilege, then such privilege shall not be waived, prejudiced or otherwise affected in any way (directly or indirectly) by being made available to the other party. Each party acknowledges that the other party expressly relies on such representation and agreement in permitting the Recipient to have access to such Confidential Information.

12. Principal

Each party confirms in respect of itself only that it is acting as a principal on its own account and not as an agent or broker for any other person and that it shall be responsible for any costs incurred by it or on its behalf in connection with the Transaction and/or the consideration and evaluation of the Confidential Information.

13. Duration

The obligations set out in this letter shall, subject to the terms of this letter, continue in full force and effect notwithstanding the return or destruction of Confidential Information and any copies of it until the expiry of the period ending 24 months from the date of this letter.

14. No waiver

No failure or delay by either party in exercising any of its rights under this letter shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights. No waiver will be binding upon either party unless in writing and signed by the party granting the waiver.

15. Remedies

Without prejudice to any other rights or remedies which either party may have, each party acknowledges and agrees that damages may not be an adequate remedy for any breach by either party of the provisions of this letter and/or breach of confidence and each party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the other party or any other relevant person and no proof of special damages shall be necessary for the enforcement by either party of the rights under this letter and/or for breach of confidence.

16. Variation

No variation or termination of this letter shall be effective unless in writing and signed by or on behalf of each of the parties.

17. Severability

If any provision of this letter shall be held to be illegal, invalid, void or unenforceable, in whole or in part by a court of competent jurisdiction, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. To the extent it is not possible to delete or modify the provision, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this letter and the legality, validity and enforceability of the remainder of this letter shall, subject to any deletion or modification made under this paragraph, not be affected.

18. Assignment

No party shall be entitled to assign or transfer any of its rights or obligations under this letter without the prior written consent of the other parties.

19. Third Party Rights

19.1 The provisions of this letter confer benefits on the persons specifically referred to in paragraph 1.2 (each, a “**Third Party**”) and, subject to the remaining terms of this paragraph 19, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.

19.2 Notwithstanding paragraph 19.1, this letter may be rescinded or varied in any way and at any time without the consent of any Third Party.

20. Notices

Any notice given by a party under or in connection with this letter shall be in writing and delivered by hand or sent by first class mail or by airmail or by courier, or by email with a copy delivered by other means, addressed to the Company Secretary, at (in the case of Target only) the address set out above. In the case of Target, a copy of notices must also be sent by email to mswart@arrowglobal.net. In the case of Bidder, a copy of notices must also be sent by email to Blair.Thompson@tdrcapital.com.

21. Counterparts

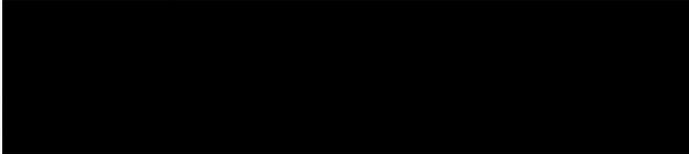
This letter may be entered into in any number of counterparts, all of which taken together shall constitute one and the same letter. Either party may enter into this letter by signing any such counterpart.

22. Governing Law and Jurisdiction

- 22.1 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.
- 22.2 Each of the parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this letter shall be brought in such courts. Each of the parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.
- 22.3 Bidder irrevocably appoints the person it identifies below to its signature as its agent for service of process in England and Wales.

Please indicate your acceptance of these terms by signing the enclosed duplicate of this letter and returning it to us.

Yours faithfully,

A large black rectangular redaction box covering the signature area.

For and on behalf of **ARROW GLOBAL GROUP PLC**

Belvedere, 12 Booth Street, Manchester M2 4AW
t 0800 130 0165

We hereby agree to and accept the terms of this letter.



For and on behalf of **TDR CAPITAL LLP** acting in its capacity as manager of various TDR funds

Dated: 15 February 2021