

STRICTLY PRIVATE AND CONFIDENTIAL

To: The Directors
Mitie Group plc

The Shard, Level 12
32 London Bridge Street
Southwark
London
SE1 9SG

08 May 2025

Dear Directors,

PROJECT KIT - CONFIDENTIALITY UNDERTAKING

In connection with our mutual consideration of the Proposed Transaction, we propose to provide each other with certain confidential information. This letter sets out the terms on which we each agree to provide each other with such information.

In this letter:

acting in concert has meaning ascribed to it in the Takeover Code;

Authorised Recipients means, in relation to each of us, to the extent that they need access to Information for the Permitted Purpose:

- (a) our respective Connected Persons; and
- (b) in respect of Mitie, subject to the prior written consent of Marlowe, not to be unreasonably withheld, delayed or conditioned, any Finance Providers and their respective directors, officers, employees, and legal advisers, provided that no such consent shall be required: (i) in respect of those banks informed by Mitie of the Proposed Transaction as at the date of this letter, details of which have been provided to Marlowe; and (ii) in connection with any syndication of debt following any announcement of a firm offer under Rule 2.7 of the Takeover Code by Mitie or any person acting in concert with the Mitie;

Connected Persons means, in relation to each of us, to the extent that they are involved in the Proposed Transaction, our respective group undertakings and each of our and their respective directors, officers, employees, professional and financial advisers;

Data Protection Law means any applicable data protection and privacy laws, regulations and other similar instruments in any jurisdiction, including UK GDPR;

Dispute means any dispute arising out of or in connection with this letter (including a dispute relating to any non-contractual obligations arising out of or in connection with this letter);

Finance Provider means any provider, or prospective provider, of debt or equity finance to Mitie or any of its group undertakings in relation to the Proposed Transaction;

group undertaking has the meaning ascribed to it in section 1161 of the Companies Act 2006;

Information means, in relation to each of us, all information of whatever nature relating directly or indirectly to the Provider or any of its group undertakings supplied to us or to our Authorised Recipients by

the Provider, whether orally, in writing or in any other form or medium and whether before or after the date of this letter, in connection with the Proposed Transaction, together with all Secondary Information;

Marlowe means Marlowe plc;

Mitie means Mitie Group plc;

Party means a party to this letter;

Permitted Purpose means evaluating, negotiating, advising on or implementing the Proposed Transaction;

person includes individuals, bodies corporate, unincorporated associations and partnerships;

Personal Information means any personal data (as defined under Data Protection Law) that is disclosed by or acquired in any way (and whether directly or indirectly, or before, on or after the date of this letter) from the Provider and includes all copies of any such personal data prepared by the Recipient or its Authorised Recipients which contains such personal data;

Proposed Transaction means the possible offer by Mitie or any of its group undertakings to acquire the entire issued and to be issued share capital of Marlowe, whether by way of a takeover offer or a scheme of arrangement;

Provider means, as the context requires, that one of us (either directly or indirectly through any of our respective Connected Persons) who provides any Information to the other or its Authorised Recipients;

Recipient means, as the context requires, that one of us (and/or any of our respective Authorised Recipients) who receives any Information from the other or its Connected Persons;

Secondary Information means, in relation to each of us, all reports, analyses, compilations, studies, memoranda or other documents, materials or information prepared by, on behalf of, or for the Recipient to the extent they contain, derive from or reflect or are generated from any Information supplied to us or to our Authorised Recipients by the Provider;

Takeover Code means the City Code on Takeovers and Mergers;

UK GDPR means the General Data Protection Regulation ((EU) 2016/679) as it forms part of the laws of the United Kingdom from time to time; and

UK MAR means the Market Abuse Regulation (EU) No 596/2014 as it forms part of the laws of the United Kingdom from time to time.

In consideration of the mutual disclosure of Information, we each agree and undertake to the other in relation to the other's Information (in our capacity as a Recipient) as follows:

1. Duty of confidentiality

- 1.1 We shall each hold the Information in strict confidence and shall not disclose, copy, reproduce or distribute any of it to any person other than to our respective Authorised Recipients (on the condition that they shall not disclose, copy, reproduce or distribute it to any person who is not an Authorised Recipient) or otherwise as permitted in writing by the Provider.
- 1.2 Neither of us nor any of our Authorised Recipients shall, without the other's prior written consent, use the Information for any purpose other than the Permitted Purpose.

- 1.3 We shall keep a list of Authorised Recipients (on an entity, rather than individual basis) to whom any Information is given which we shall make available to the Provider on demand.
- 1.4 We shall each keep the Information securely and properly protected against theft, damage, loss and unauthorised access (including access by electronic means).
- 1.5 We shall notify the Provider immediately upon becoming aware that any Information received from the Provider has been disclosed to or obtained by a third party (otherwise than as permitted by this letter).

2. Exceptions

2.1 The undertakings in paragraph 1 above shall not apply to Information which:

- (a) at the time of supply is in the public domain;
- (b) comes into the public domain after it has been supplied pursuant to this letter, except through breach of the undertakings set out in this letter or through breach of any other duty of confidentiality owed by the Recipient in respect of that Information;
- (c) is, on the date of this letter, already in the lawful possession of the Recipient;
- (d) subsequently comes lawfully into the possession of the Recipient, from a third party who does not owe the Provider or any of its Connected Persons an obligation of confidence in relation to it; or
- (e) the Provider has consented in writing to its disclosure.

2.2 The undertakings in paragraph 1 above shall not apply if, and to the extent that, the Recipient is required to disclose any Information by law, rule, regulation or any judicial, governmental or competent supervisory or regulatory body (including, without limitation, any securities exchange), provided that the disclosing party shall, to the extent reasonably practicable and permitted by such law, rule, regulation or judicial, governmental or competent supervisory or regulatory body, consult the Provider before such disclosure with a view to providing the opportunity for the Provider to avoid or limit such disclosure or otherwise to agree the proposed form, timing, nature and purpose of the disclosure.

3. Announcements

3.1 Mitie and its Connected Persons shall not, without Marlowe's prior written consent, reveal to any person other than an Authorised Recipient or otherwise announce that the Proposed Transaction is (or was) under consideration, that negotiations or discussions are (or were) taking place between us, any terms in relation to the Proposed Transaction, the status or progress of such negotiations (including termination of negotiations) or discussions or that Information has been provided.

3.2 The restrictions in subparagraph 3.1 above shall not apply if, and to the extent that, an announcement is required by law, rule, regulation or any judicial, governmental or competent supervisory or regulatory body (including without limitation, any securities exchange), provided that Mitie, to the extent reasonably practicable and permitted by such law, rule, regulation or judicial, governmental or competent supervisory or regulatory body, consults Marlowe before such announcement with a view to providing the opportunity for Marlowe to avoid or limit such disclosure or otherwise to agree on the proposed form, timing, nature and purpose of the announcement.

4. Obligation to procure compliance

Each of us shall ensure that any Authorised Recipient who receives any Information is aware of and adheres to the terms of this letter expressed to apply to Authorised Recipients. We shall each be responsible for any breach of any terms of this letter expressed to apply to Authorised Recipients by any of our respective Authorised Recipients.

5. Return or destruction of Information

5.1 The Recipient shall, and shall direct that its Authorised Recipients shall, as soon as reasonably practicable following termination of discussions concerning the Proposed Transaction and in any event promptly following receipt of a written demand from the Provider, at their own cost and expense:

- (a) return to the Provider (without keeping any copies) or, at the Recipient's election, destroy all documents and other materials in tangible form containing or incorporating Information received from the Provider; and
- (b) to the extent practicable, expunge (or procure the expungement of) all Information received from the Provider from any computer, word processor or other device containing the Information.

This provision shall not apply to the extent that the Recipient or any of its Authorised Recipients is required to retain any such Information by applicable law, rule or regulation or by any judicial, governmental or competent supervisory or regulatory body.

6. No representation or warranty

6.1 We each understand that the Information does not purport to be all inclusive and that no representation or warranty is made by the Provider as to the accuracy, reliability, completeness, condition or quality of any of the Information. Accordingly, we agree with each other in our capacity as Recipients on our own behalf and as agent for each of our respective Connected Persons that neither of us nor any of our respective Connected Persons:

- (a) shall have any liability to the other or to any other person resulting from the use of Information by us or them; or
- (b) shall be under any obligation to provide further Information, update Information or correct any inaccuracies in Information.

This paragraph does not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

6.2 Each of our Connected Persons may rely on and enforce this paragraph 6 directly against the other party and its Connected Persons.

6.3 Save as expressly set out in this letter, neither of us nor any of our respective Connected Persons shall owe any duty of care to the other nor any other person.

7. Market abuse and insider dealing

7.1 We each acknowledge and agree that:

- (a) each of us is passing and receiving the Information in connection with the negotiation of the Proposed Transaction, for the purpose of facilitating the Proposed Transaction; and
- (b) the Proposed Transaction and some or all of the Information may be inside information and/or price sensitive information and/or material non-public information relating to one or both of us and/or to the securities of one or both of us and that, accordingly, provisions of applicable securities laws (including, without limitation, UK MAR and the Criminal Justice Act 1993 (the “CJA”)) may restrict or prohibit the use and/or disclosure of such information.

7.2 We each agree that we shall not use the Information in any way that would contravene UK MAR and/or the CJA, including to deal or procure a dealing in securities of either of us, or in any securities whose price or value may be related to or affected by the price or value of securities of either of us or in any derivative products related to any such securities or interest in any of them or to encourage another person to deal in such securities or to communicate any such information to any other person, except as permitted by applicable law and in accordance with the terms of this letter.

7.3 In accordance with the requirements of UK MAR, each of us agrees that the Information we receive is given in confidence in accordance with the terms of this letter, and we shall not disclose the Information to another person except in accordance with the terms of this letter, nor use the Information by acquiring or disposing of, for our own account or for the account of a third party, directly or indirectly, financial instruments to which the Information relates (nor cancel or amend an order concerning financial instruments to which the Information relates) unless and until such Information has been made public without any breach of the terms of this letter.

8. Personal Information

We each acknowledge that Information may include Personal Information, 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 letter, in relation to such Personal Information, we each shall and shall procure that each of our Authorised Recipients shall:

- (a) comply with all relevant provisions of Data Protection Law, including any applicable restrictions on international transfer, in respect of the processing of that Personal Information;
- (b) only transfer Personal Information to a location outside the European Economic Area after having first implemented a lawful data transfer mechanism in accordance with Data Protection Law; and
- (c) promptly notify the other, and provide reasonable details, of any unauthorised (including accidental) use, disclosure, loss or processing of Personal Information.

9. Standstill

9.1 Without the prior written consent of Marlowe, Mitie shall not and shall procure that none of its group undertakings shall, directly or indirectly, alone or with others, before the date falling 12 months after the date of this letter:

- (a) acquire or offer to acquire, or cause another person to acquire or to offer to acquire, any direct or indirect interest in any shares or other securities or assets of Marlowe or any of its group undertakings or do any act as a result of which it or any person may acquire any

direct or indirect interest in any shares or other securities or assets of Marlowe or any other member of Marlowe Group;

- (b) make or in any way participate, directly or indirectly, in any solicitation of proxies or votes or any attempt to influence votes from or by any holder of voting shares or other securities of Marlowe in connection with any vote of holders of voting shares or other securities of Marlowe;
- (c) offer or agree to enter into any acquisition or other business arrangement with or relating to Marlowe of a nature similar to the Proposed Transaction or anything similar to it or any material part of it;
- (d) form, join or in any way participate in any concert party arrangement with respect to any securities of Marlowe (for these purposes concert party arrangement shall mean two or more persons acting in concert);
- (e) take any step which might give rise to any obligation under the Takeover Code or otherwise to make any sort of offer or tender for all or any part of the share capital of Marlowe;
- (f) otherwise seek, alone or in concert with others, to control or influence the management, board of directors or policies or affairs of Marlowe;
- (g) submit any proposal which because of its terms would be required to be made public by Marlowe, or announce any proposal for any purchase, offer, tender, merger, consolidation, share exchange, restructuring, recapitalisation or similar transaction which in any case involves securities of Marlowe; or
- (h) enter into any agreement or arrangement (whether or not legally binding) with any person relating to or connected with any of the foregoing,

9.2 The restrictions in subparagraph 9.1 above shall cease to apply if:

- (a) Mitie or any of its group undertakings announces a firm intention to make an offer for Marlowe under Rule 2.7 of the Takeover Code which is recommended by Marlowe's board of directors; or
- (b) Marlowe announces that it is seeking one or more potential offerors by way of a formal sale process or private sale process (as referred to in Practice Statement 31 of the Panel);
- (c) a third party (not acting in concert with Mitie):
 - (i) announces a firm intention to make an offer for Marlowe under Rule 2.7 of the Takeover Code (including by way of scheme of arrangement);
 - (ii) Marlowe shall have become interested (as defined in the Takeover Code) in shares carrying more than 29.9 per cent of the voting rights (as defined in the Takeover Code) of Marlowe;
 - (iii) with the agreement of the Marlowe, or Marlowe announces a proposal to seek shareholders' approval for a third party to avoid making an offer which would otherwise be required under Rule 9 of the Takeover Code;
 - (iv) enters into an agreement with Marlowe to make, an acquisition of all or substantially all of the undertakings, assets or business of Marlowe; or

(d) Marlowe has given prior written consent to such action.

- 9.3 For the avoidance of doubt, nothing in subparagraph 9.1 above shall prevent the acquisition of any interest in securities in Marlowe by: (i) the financial advisers to Mitie in the normal course of its investment or advisory business, provided that such action did not arise, directly or indirectly from the instructions of, or otherwise in conjunction with or on behalf of, the Mitie; or (ii) by any exempt principal trader in the same group as any of Mitie's financial advisers on the Proposed Transaction, provided any such dealings comply with Rule 38 of the Takeover Code.

10. Non-solicitation of employees

- 10.1 Each Party agrees with the other Party that neither it nor any of its Connected Persons (excluding its professional advisers) will, for a period of 12 months from the date of this letter, either directly or indirectly, solicit for employment or employ any person who is now employed by the other party or any of its group undertakings and who is involved in the negotiations relating to the Proposed Transaction or is specifically identified in any part of the Information supplied by the relevant party.
- 10.2 The restrictions in subparagraph 10.1 above shall not apply to the employment of any person following an unsolicited approach by that person at their own instigation or independently in response to an advertisement placed in the national, local or trade press or in response to an approach made by a headhunter without the person having first been identified to the headhunter by the party seeking to employ that person or by any of its Connected Persons.

11. Customers, suppliers, etc.

- 11.1 Each Party and its respective Authorised Recipients shall not contact or communicate with any of the other's Connected Persons nor any of the other's creditors, shareholders, customers or suppliers (each a **Restricted Person**) in connection with the Proposed Transaction without the other's prior written consent.
- 11.2 Nothing in paragraph 11.1 shall prevent either Party or any of its Authorised Recipients from contacting any Restricted Persons in the ordinary course of business for purposes unrelated, and without reference, to the Proposed Transaction or any of the other's confidential Information.

12. Breach

- 12.1 Without affecting any other rights or remedies that we each may have, we each acknowledge that a person with rights under this letter may be irreparably harmed by a breach of its terms and that damages alone may not be an adequate remedy. Accordingly, a person bringing a claim under this letter shall be entitled to the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of its terms and such remedies shall be available without proof of actual damage.
- 12.2 No failure or delay by either of us in exercising any right, power or privilege under this letter shall operate as a waiver of it, nor will any single or partial exercise of any right, power or privilege under this letter preclude any other or further exercise of it or of any other right, power or privilege under this letter or otherwise.

13. General

- 13.1 We each acknowledge and agree that the undertakings set out in this letter (other than paragraphs 9 (Standstill) and 10 (Non-solicitation of employees), which shall be subject to the time periods specified in the respective paragraphs) shall cease to have effect upon completion of the Proposed

Transaction. In the event of the termination of discussions or negotiations relating to the Proposed Transaction, the obligations set out in this letter shall continue in full force and effect until the expiry of the period ending 12 months from the date of this letter.

13.2 We each acknowledge and agree that:

- (a) all Information disclosed to us by the Provider, including any intellectual property rights in that Information, shall remain the property of the Provider and title to that Information shall remain vested in the Provider;
- (b) no Recipient shall acquire title to any of the Information disclosed by the Provider; and
- (c) save as expressly provided in this letter, neither of us grants any licence to the other or to any Authorised Recipient in respect of the Information.

13.3 If any provision of this letter is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this letter, but without invalidating any of the remaining provisions.

13.4 We each confirm that we are acting in this matter as principal and not as an agent or broker for any other person.

13.5 The terms of this letter may not be varied or terminated without the prior written consent of each of us.

14. Notice

14.1 Any notice, claim or demand in connection with this letter shall be given in writing to the relevant Party at the address stated in this letter (or such other address as it shall previously have notified to the other Party). Any notice sent by email shall be deemed received when sent, any notice sent by hand shall be deemed received when delivered and any notice sent (to the address set out at the beginning of this letter) by first class post shall be deemed received 48 hours after posting.

15. Counterparts

15.1 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.

16. Miscellaneous

16.1 The Parties agree that where there is a conflict between the terms of any access contained in any data room or website which may be made available relating to the Proposed Transaction and this letter, the terms of access in any such data room or website shall be superseded by the understandings and agreements contained in this letter with respect to any such conflict, except to the extent that any such data room or website includes terms designed to ensure compliance with Practice Statement 25 of the Panel, such terms are not included in this letter and such data room or website is made available to the relevant Party's debt financiers.

17. Takeover Code

17.1 The Parties agree that, if the Panel determines that any provision of this letter that requires the relevant Party to take or not to take action, whether as a direct obligation or as a condition to any

other person's obligation (however expressed), is not permitted by Rule 21.2 of the Takeover Code, that provision shall have no effect and shall be disregarded.

18. Third parties

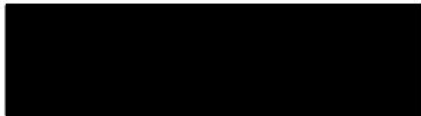
- 18.1 Notwithstanding the provisions of subparagraph 6.2 above, no consent is required from any Connected Persons for any variation (including any release or compromise, in whole or in part, of any liability) or termination of this letter.
- 18.2 Save as expressly set out in this letter, a person who is not party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

19. Governing law and jurisdiction

- 19.1 This letter, any non-contractual obligations arising out of or in connection with it, including any non-contractual obligations arising out of or in connection with the negotiation of the Proposed Transaction, and the relationship between the parties shall be governed by English law.
- 19.2 The English courts have exclusive jurisdiction to settle any Dispute and we each irrevocably submit to the exclusive jurisdiction of the English courts.

Please confirm your agreement by signing and returning to us a copy of this letter.

Yours faithfully,

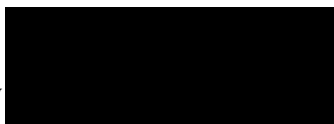
A solid black rectangular box used to redact the signature of the representative of Marlowe plc.

for and on behalf of
Marlowe plc

To: The Directors
Marlowe plc
20 Grosvenor Place
London
SW1X 7HN

Agreed and accepted

by



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for and on behalf of
Mitie Group plc

Dated 08 May 2025
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