

CONFIDENTIALITY AND JOINT DEFENSE AGREEMENT

This Confidentiality and Joint Defense Agreement (the “**Agreement**”) is entered into by and among the undersigned as of 19 May 2025:

WHEREAS, Mitie Group plc, a public limited company whose registered office is at 35 Duchess Road, Rutherglen, Glasgow, G73 1AU (together with its subsidiaries and affiliates, “**Mitie**”) and Marlowe plc, a public limited company whose registered office is at 20 Grosvenor Place, London, SW1X 7HN (together with its subsidiaries and affiliates, “**Marlowe**”) (collectively, the “**Clients**” and, individually, each a “**Client**”) are in preliminary discussions regarding a potential transaction involving the acquisition of the entire issued and to be issued share capital of Marlowe by Mitie (the “**Transaction**”);

WHEREAS, the Clients and their undersigned counsel believe that the Transaction will require them to consider the need for and, in certain relevant jurisdictions, apply for clearances or approvals from antitrust, foreign investment and/or regulatory authorities (the “**Matter**”);

WHEREAS, the Clients and their undersigned counsel believe and anticipate, on the basis of currently available information, that the nature of the Matter and the relationship among the Clients will present various common legal and factual issues and a mutuality of interest in pursuing the Transaction and any joint defense in connection with the Matter and any related regulatory process and/or litigation;

WHEREAS, the Clients wish to continue to pursue their separate but common interests, and to avoid any suggestion of waiver of the confidentiality or immunity of communications and documents protected by the attorney-client privilege, the attorney work product doctrine or any other privilege, right or immunity vis-à-vis potentially adverse parties;

WHEREAS, it is the intention and understanding of the Clients and undersigned counsel that past and future communications relating to the Matter among and between the Clients and their undersigned counsel and experts retained by one or more of the Clients or their undersigned counsel to assist with the Matter, joint interviews of prospective witnesses or any interviews obtained by undersigned counsel on behalf of a Client (in each case relating to the Matter) hereto with the knowledge and consent of the other Clients to the Agreement, are and shall remain confidential and are and shall continue to be protected from disclosure to any third party by any and all applicable privileges, rights and immunities, except as set forth herein;

WHEREAS, in order to pursue a joint defense effectively, the Clients and their undersigned counsel have also each concluded that, from time to time, their interests will be best served by the Clients’ undersigned counsel sharing between themselves confidential documents, factual material, mental impressions, advice, memoranda, interview reports, litigation or regulatory strategies, regulatory filings and other information, whether initially proceeding from or shared by the Clients or any of their respective subsidiaries, whether in written or oral form, including the confidences of each Client (collectively, the “**Defense Materials**”);

WHEREAS, Defense Materials that contain commercially sensitive information relating to a Client which that Client considers should be provided on an “Outside Counsel/Retained Experts Only” basis may be disclosed to certain external lawyers, economists or other advisers or experts advising the other Client in order to consider the need for and, where necessary, obtain the consent of an antitrust authority, foreign investment authority or other regulatory body (“**Restricted Information**”);

WHEREAS, as at the date of this Agreement, no Restricted Information has yet been disclosed by or on behalf of either Client to the other or to any adviser of either such other Client;

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WHEREAS, pursuant to Rule 21.3 of the City Code on Takeovers and Mergers (the “**Code**”) and Practice Statement 30 (“**PS30**”) issued by the Panel on Takeovers and Mergers (the “**Takeover Panel**”), in the event of a competing offer for Marlowe, Restricted Information relating to Marlowe which has been provided on an “Outside Counsel/Retained Experts Only” basis, in order to consider the need for and, where necessary, obtain the consent of an antitrust authority or other regulatory body, need not be provided directly to a competing offeror, but instead will be provided on the same restricted “Outside Counsel/Retained Experts Only” basis, provided certain measures have been implemented in order to ensure that such Restricted Information will not be obtained by Mitie or its other advisers;

WHEREAS, Mitie and Marlowe have entered into a Non-Disclosure Agreement dated 8 May 2025 (the “**NDA**”) and a Clean Team Confidentiality Agreement dated 19 May 2025 (the “**Clean Team Agreement**”) generally governing the disclosure of confidential information between them in connection with the Transaction and the terms of the NDA and the Clean Team Agreement shall apply to the Restricted Information subject to the amendments and modifications set out in this Agreement; and

WHEREAS, it is the purpose of this Agreement to ensure that any exchange and/or disclosure of the Defense Materials contemplated herein does not diminish in any way the confidentiality of the Defense Materials and does not constitute a waiver of any privilege, right or immunity otherwise available and further to ensure that any Restricted Information relating to Marlowe provided on an “Outside Counsel/Retained Experts Only” basis need not be provided directly to any competing offeror, but instead will be provided on the same restricted “Outside Counsel/Retained Experts Only” basis in compliance with PS30.

IT IS THEREFORE AGREED as follows:

- 1** Except as expressly stated in writing to the contrary (including, in particular, the additional restrictions described below in relation to the treatment of Restricted Information), any and all Defense Materials obtained by any of the undersigned counsel from each other and/or each other’s Client are being provided solely for internal use of the Clients, their undersigned counsel and other external advisers and external experts employed in relation to the Matter and shall remain confidential and shall be protected from disclosure to any other third party by the joint-defense privilege, the Client’s attorney-client and solicitor-client privilege, the attorney work product doctrine, common interest privilege, legal professional privilege, legal advice privilege, litigation privilege and any and all other applicable privileges and immunities. All Defense Materials shall be used solely in connection with the Matter and shall not be used for any other business or commercial purpose whatsoever. Failure to mark Defense Materials as confidential shall not waive the confidential status of such privileged information or work product.
- 2** The undersigned counsel hereby agree that, if and to the extent that Restricted Information is disclosed to them, it will be kept confidential and, unless otherwise previously authorised in writing by the Client providing the Defense Materials (in which case the information ceases to be Restricted Information), disclosed only to:
 - (a) antitrust, foreign investment or regulatory partners, associates, employees or other staff (including support staff) of the law firms of the undersigned Clients or undersigned counsel who are working directly on the joint defense effort or any ensuing litigation or regulatory process, in either case with respect to the Matter (together with the undersigned counsel, “**Outside Counsel**”); and

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- (b) local antitrust, foreign investment or regulatory counsel, economic consultants and other external advisers and external experts (including, in each case, their support staff) working at the direction of the Outside Counsel or Clients on the Matter (“**Retained Experts**” and, together with Outside Counsel, the “**External Antitrust/Regulatory Clean Team**”),

provided, however, that members of the External Antitrust/Regulatory Clean Team may share the conclusions that they reach based on the Restricted Information for the purposes of providing the Clients with advice on any antitrust, foreign investment and/or regulatory risks associated with the Transaction, provided that such conclusions will not disclose the Restricted Information or any other information that enables the recipient to deduce the Restricted Information.

- 3 Restricted Information shall only be disclosed to the External Antitrust/Regulatory Clean Team and shall not be disclosed to any other person, entity or agent, including officers or employees of the other Client (and specifically including inside counsel of the other Client and the corporate (or other) deal teams at the firm(s) of the undersigned counsel for the other Client), unless previously authorised in writing by the Client providing the Defense Materials (in which case the information ceases to be Restricted Information).
- 4 All Defense Materials that a Client or undersigned counsel intends to be provided as Restricted Information shall be clearly identified, and marked to the extent reasonably practicable, as “Outside Counsel/Retained Experts Only” (or equivalent). A Client or undersigned counsel shall mark electronic documents as “Outside Counsel/Retained Experts Only” by stating in the cover email that the attached Defense Materials are being provided on an “Outside Counsel/Retained Experts Only” (or equivalent) basis and/or by placing Defense Materials that are being provided as Restricted Information into a dedicated section of an online data room, to which only members of the External Antitrust/Regulatory Clean Team will have access.
- 5 It is expressly understood that nothing contained in this Agreement shall limit the right of the Clients to disclose any of their own documents or information, or any documents or information obtained independently and not pursuant to this Agreement or in breach of any obligations set out in this Agreement, the NDA or the Clean Team Agreement, to anyone as they see fit.
- 6 Restricted Information shall not include information which:
 - (a) has been expressly agreed in writing as not constituting Restricted Information by the Client that disclosed the information;
 - (b) is in the public domain prior to the disclosure;
 - (c) subsequently becomes part of the public domain, except through breach of the obligations set out in the NDA, the Clean Team Agreement or this Agreement;
 - (d) is lawfully in the other Client’s possession prior to the disclosure (as can be reasonably demonstrated by the other Client); or
 - (e) is independently developed by either Client, its employee(s) or other agent(s) without breaching any obligations set out in the NDA, the Clean Team Agreement or this Agreement (as can be reasonably demonstrated by the relevant Client).

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- 7 For the avoidance of doubt, the Clients may, at any time, communicate in writing to each other that certain Restricted Information need no longer be held only by the External Antitrust/Regulatory Clean Team. At this point, the relevant information is no longer Restricted Information and can be shared with individuals outside the External Antitrust/Regulatory Clean Team (including, but not limited to, members of a Client's internal legal team) on such terms as may be agreed between the Clients and provided that such individuals have been approved in advance by the Client from which the information originates and further provided that the terms of the NDA, the Clean Team Agreement and any other agreement in place between the Clients regarding the disclosure of confidential information between them in connection with the Transaction are observed.
- 8 The Clients, by having their counsel each sign this Agreement, expressly consent and agree that Restricted Information of the other Client exchanged pursuant to this Agreement shall not be communicated to them, notwithstanding, among other provisions, the applicable rules of legal professional conduct or any similar provisions under other national, pan-national, state or local laws. The Clients shall not request that Restricted Information of the other Client be communicated to them.
- 9 Undersigned counsel shall, and shall procure that any other member of the External Antitrust/Regulatory Clean Team shall, take all necessary steps to protect the confidentiality and/or applicable privilege of Defense Materials received from the other Client or undersigned counsel, including, in the case of the undersigned counsel, advising all persons permitted access to the Defense Materials of the contents of this Agreement and that the Defense Materials are privileged and subject to the terms of this Agreement.
- 10 No Client or undersigned counsel shall assert any claim of title or ownership over any Defense Materials received from the other Client or undersigned counsel, or any portion thereof. If any Defense Materials consist of computer software disclosed in object code form, no Client or undersigned counsel shall reverse engineer, reverse compile, or disassemble such object code, take any other steps to derive a source code equivalent thereof, or allow any other person to do so.
- 11 If any person or entity requests or demands, by subpoena or otherwise, any Defense Materials from any Client or undersigned counsel, that Client or undersigned counsel will immediately notify all counsel who are parties to this Agreement whose Client or who themselves may have rights in said materials and will take all steps reasonably necessary to permit the assertion of all applicable rights, privileges and immunities with respect to such Defense Materials, including permitting the other affected parties a reasonable opportunity to intervene and be heard, and otherwise cooperate fully with the other affected parties in any judicial proceedings relating to the disclosure of Defense Materials. However, the relevant Client will not be required to notify counsel whose Clients do not have rights in, or where they themselves do not have rights in, the Defense Materials.
- 12 Nothing contained herein shall be deemed to create an attorney-client relationship between any undersigned counsel and anyone other than the Client of that counsel and the fact that undersigned counsel has entered this Agreement shall not in any way preclude that counsel from representing any interest that may be construed to be adverse to any other party to this Agreement or be used as a basis for seeking to disqualify any undersigned counsel from representing any other party in this or any other proceeding, whether under a grant of immunity or otherwise, because of such counsel's participation in this Agreement; it is herein

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represented that each undersigned counsel to this Agreement has specifically advised their respective Client of this clause.

- 13** Nothing contained in this Agreement shall limit the rights of any Client or undersigned counsel:
- (a) to independently develop, procure, use and/or market products or services similar to any disclosed in Defense Materials; or
 - (b) to use ideas, concepts, or techniques which were previously used, developed, or known by it, provided that such activity does not violate the express terms of this Agreement or any other legal right of the other Client or undersigned counsel.
- 14** Nothing in this Agreement shall oblige any Client or undersigned counsel to share or communicate any information or Defense Materials or independently obtained or created materials with any other Client or undersigned counsel hereto.
- 15** Except as expressly set forth herein, no other past or future action of the Clients, course of conduct of any of the Clients, or failure to act by any of the Clients, including, without limitation, the execution or acceptance of this Agreement and the delivery and acceptance by the Clients of the Defense Materials has given rise to, will give rise to, has served as a basis for, or will serve as a basis for, any obligation or liability on the part of any of the Clients.
- 16** Any Client or undersigned counsel disclosing Defense Materials pursuant to this Agreement represents that it has the right to make such disclosure under this Agreement, but otherwise makes no representations or warranties, express or implied, as to the quality, accuracy, and completeness of any Defense Materials disclosed hereunder, and such Client or undersigned counsel, its affiliates and representatives shall have no liability whatsoever with respect to the use of or reliance upon the disclosed Defense Materials.
- 17** In the event that either Client chooses to withdraw from this Agreement, the appropriate counsel or Client shall promptly give notice of that fact to all other parties to this Agreement, and this Agreement shall terminate, except that:
- (a) subject to clause 20, each Client and its undersigned counsel shall promptly destroy (and confirm such destruction in writing to the other Client and its undersigned counsel as soon as reasonably practicable) all Defense Materials it received from the other client; and
 - (b) each Client and its undersigned counsel shall continue to be bound by the obligations of confidentiality provided herein with respect to Defense Materials previously furnished pursuant to this Agreement for a period of two (2) years.
- 18** Each undersigned counsel shall, and shall procure that the other members of the External Antitrust/Regulatory Clean Team shall:
- (a) maintain a record of Defense Materials received, any copies made thereof and materials derived therefrom and the names of such persons to whom such information has been disclosed;
 - (b) keep Defense Materials and any copies thereof secure and in such a way as to prevent unauthorised access by any third party;
 - (c) if and to the extent that Defense Materials are provided in electronic format, if and to the extent possible, not store such information on any computer, word processor or
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other device, unless access to the file is protected by password and restricted to those individuals who are actively engaged on the project and bound by this Agreement;

- (d) limit access to Defense Materials to specific individuals who are directly involved in the Matter; and
- (e) inform the other Client's undersigned counsel promptly if it becomes aware that any Defense Materials provided by that Client have been disclosed to any person otherwise than in accordance with this Agreement.

19 Notwithstanding the generality of clause 18, in light of considerations relating to Rule 21.3 of the Code and PS30:

- (a) Prior to receiving any Restricted Information relating to Marlowe, Mitie, Mitie's undersigned counsel and any other member of Mitie's External Antitrust/Regulatory Clean Team shall provide to the Takeover Panel a written confirmation substantially in the forms set out in Appendix 1, Parts A - E, or in such other form as the Takeover Panel requires. Mitie and its undersigned counsel agree and acknowledge that the relevant confirmations being given by them and to be given by any other member of Mitie's External Antitrust/Regulatory Clean Team are being given by them for the benefit of Marlowe and may be relied upon and enforced by Marlowe as if expressly set out in Marlowe's favour in this Agreement.
- (b) Mitie's undersigned counsel shall promptly inform Marlowe's undersigned counsel and the Takeover Panel in the event that there has been a breach of this Agreement or any of the confirmations provided to the Takeover Panel pursuant to sub-clause 19(a) above.
- (c) Mitie's undersigned counsel confirms that Bruce Kilpatrick, partner at Linklaters LLP, has been appointed as the individual who will review all advice to be provided by any member of the External Antitrust/Regulatory Clean Team to Mitie to ensure that it does not disclose any Restricted Information relating to Marlowe or any other information which enables Mitie to deduce the Restricted Information relating to Marlowe.
- (d) Mitie or its undersigned counsel shall procure that a list of individuals who are part of Mitie's External Antitrust/Regulatory Clean Team shall be maintained by each firm that is a member of Mitie's External Antitrust/Regulatory Clean Team and there shall be a nominated individual at each firm that is a member of Mitie's External Antitrust/Regulatory Clean Team primarily responsible for ensuring compliance with this Agreement (the "**Responsible Person**").
- (e) Mitie and its undersigned counsel shall, and shall procure that each other member of their respective External Antitrust/Regulatory Clean Team shall, ensure that:
 - (i) if and to the extent any merger/foreign investment notifications, filings and submissions themselves include Restricted Information and (whether in draft or submitted form) are shared with Mitie, such Restricted Information will be redacted before these documents are shared;
 - (ii) if and to the extent Mitie or any of its advisers who are not members of the External Antitrust/Regulatory Clean Team are to participate in meetings or calls with any relevant antitrust, foreign investment or regulatory authorities

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or are to receive correspondence from any such authorities, appropriate agreements will be put in place to ensure that no Restricted Information is provided to Mitie or such other advisers;

- (iii) Restricted Information will be provided separately from any other data and information being provided in connection with the Transaction (e.g. non-confidential business information needed for the antitrust, foreign investment or regulatory analysis, any other information exchanged by the parties for the purposes of due diligence or other analysis required in connection with the Transaction);
- (iv) when receiving Restricted Information, it will be appropriately ring-fenced (including from the corporate and transactional legal deal teams);
- (v) if and to the extent Restricted Information is provided by email, or documents or materials containing or derived from the information are circulated by email, all such emails or documents will be filed to a separate ring-fenced filing system to which there is restricted access;
- (vi) if and to the extent Restricted Information is provided via a dedicated online virtual data room (the “VDR”), only the members of the External Antitrust/Regulatory Clean Team will have access to the VDR; and
- (vii) if any member of the External Antitrust/Regulatory Clean Team advises that it cannot put in place the ring-fenced safeguards set out at sub-clauses 19(e)(iv)-(vi) (e.g. due to IT limitations), then no Restricted Information will be provided to these members and they will not be provided to Mitie’s External Antitrust/Regulatory Clean Team until such alternative structure has also been agreed with the Takeover Panel.

20 Within 30 days after termination of the Transaction, or termination of discussions or negotiations on the Transaction, each Client and undersigned counsel shall, and shall procure that each member of their respective External Antitrust/Regulatory Clean Team shall, destroy (and confirm such destruction in writing) all Defense Materials furnished by the other Client or member of the other External Antitrust/Regulatory Clean Team pursuant to this Agreement, except if and to the extent that:

- (a) retention of such Defense Materials is required by law or by any applicable regulatory requirements or so as to comply with a bona fide records retention policy; or
- (b) such Defense Materials are contained in an archived back-up file made in accordance with the Client’s undersigned counsel’s normal operating, security and / or disaster recovery procedures and, except as otherwise required by law or regulation, no attempt is made to access or recover the Defense Materials from such back-up file.

21 Each Client and undersigned counsel agrees not to disclose this Agreement or its terms to anyone except insofar as permitted under the terms of this Agreement; provided that a copy of this Agreement may be provided to the Takeover Panel upon request and uploaded to the Clients’ offer specific websites as required under the Code.

22 This Agreement shall be binding upon each Client’s respective successors, legal representatives and permitted assigns. Without prejudice to clause 12, this Agreement is solely for the benefit of the Clients hereto.

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- 23** This Agreement shall be governed exclusively by the laws of England and Wales and the Clients and undersigned counsel submit to the exclusive jurisdiction of the English courts.
- 24** This Agreement constitutes the entire and complete agreement between the Clients and undersigned counsel and supersedes any earlier joint defense agreements between or among any of the undersigned regarding the Transaction, whether written or oral, pursuant to which Defense Materials have been exchanged. Notwithstanding the foregoing, the NDA and the Clean Team Agreement are excluded from this provision and remain in force in accordance with their terms.
- 25** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 26** Each Client and undersigned counsel shall, and each Client shall procure that any External Antitrust/Regulatory Clean Team member retained by it shall, promptly notify the other Client upon becoming aware of any breach of this Agreement or, in the case of Mitie and its counsel, breach of any of the confirmations provided to the Takeover Panel in accordance with clause 19(a) above.
- 27** The Client and undersigned counsel acknowledge and agree that a breach of this Agreement by any Client, or member of the External Antitrust/Regulatory Clean Team may cause continuing and irreparable injury to the business of a Client as a direct result of such violation, for which remedies at law may be inadequate, and that any Client shall therefore be entitled, in the event of any actual or threatened violation of this Agreement or such confirmations by another Client or anyone retained by such Client, and in addition to any other remedies available to it, to seek a temporary restraining order and to seek injunctive relief against the other Client to prevent any violations of this Agreement, and to seek any other appropriate equitable relief and no proof of special damages will be necessary to enforce the terms of this Agreement.
- 28** No failure or delay by any Client or undersigned counsel to this Agreement to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
- 29** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- 30** This Agreement may not be amended or modified except by a written agreement signed by each Client and undersigned counsel hereto, provided that any Client may unilaterally designate additional counsel representing such Client with respect to the Transaction or the Matter, who shall, following receipt of consent to their becoming members of the External Antitrust/Regulatory Clean Team from the Takeover Panel (where necessary) and from the other Client, upon executing a copy of this Agreement and delivering such executed copy to the other Client or its undersigned counsel, become parties to the Agreement in all respects as if they were original undersigned counsel.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SIGNED by [REDACTED]
for and on behalf of Mitie Group plc:

}

[REDACTED]

By: [REDACTED]
For and on behalf of Linklaters LLP
Counsel to Mitie Group plc

SIGNED by [REDACTED]
for and on behalf of Marlowe plc:

}

.....

By: [REDACTED]
For and on behalf of Allen Overy Shearman Sterling LLP
Counsel to Marlowe plc

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SIGNED by [REDACTED]
for and on behalf of Mitie Group plc:

}

.....

By: [REDACTED]
For and on behalf of Linklaters LLP
Counsel to Mitie Group plc

SIGNED by [REDACTED]
for and on behalf of Marlowe plc:

}

[REDACTED]

By: [REDACTED]
For and on behalf of Allen Overy Shearman Sterling LLP
Counsel to Marlowe plc

APPENDIX 1

PART A

Form of Confirmation of Mitie Group plc

[Letterhead of Mitie]

Private and Confidential

[Addressee]

The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

[Date]

Dear *[Addressee]*,

Mitie Group plc (“Mitie”) / Marlowe plc (“Marlowe”)

We are currently in discussions with Marlowe in connection with a possible transaction with Marlowe (the **Transaction**), pursuant to which Mitie would be treated as an “offeror” for the purpose of the City Code on Takeovers and Mergers.

We note that Marlowe may consider it necessary to provide a limited amount of commercially sensitive information (**Restricted Information**) to our external advisers, including Linklaters LLP, on an “External Antitrust/Regulatory Clean Team” basis for the purpose of enabling them to consider the need for and, where necessary, obtain the consent of a competition authority, foreign investment authority or other regulatory body, but may not wish to provide (or may be constrained by applicable law or regulation from providing) the Restricted Information directly to us or any competing offeror. Restricted Information will be clearly marked in writing “Panel Clean Team External Adviser Only”.

Pursuant to paragraph 4.1(c) of Practice Statement No.30, issued by the Takeover Panel and dated 8 October 2015 (and last amended on 11 December 2023), we confirm that:

- 1** we waive any rights to request the Restricted Information from any member of the External Antitrust/Regulatory Clean Team and waive any legal or professional obligations of disclosure which any member of the External Antitrust/Regulatory Clean Team may owe to us in respect of such Restricted Information;
- 2** no director or employee of Mitie will receive or have access to any Restricted Information until any scheme of arrangement becomes effective or any offer made becomes unconditional in all respects, and
- 3** we will promptly inform the Takeover Panel upon becoming aware of any Restricted Information coming into our possession.

Defined terms used in this letter have the same meanings as in the confidentiality and joint defense agreement between, inter alia, Mitie and Marlowe dated *[date]* (unless otherwise stated).

Yours sincerely,

[To be signed by Mitie]

PART B

Form of Confirmation of Lead External Antitrust/Regulatory Legal Counsel

[Letterhead of Linklaters LLP]

Private and Confidential

[Addressee]

The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

[Date]

Dear *[Addressee]*,

Mitie Group plc (“Mitie”) / Marlowe plc (“Marlowe”)

We are acting for Mitie in connection with its possible transaction with Marlowe (the **Transaction**), pursuant to which Mitie would be treated as an “offeror” for the purpose of the City Code on Takeovers and Mergers.

Marlowe may consider it necessary to provide a limited amount of commercially sensitive information (**Restricted Information**) to certain legal or economic advisers advising Mitie on a “Panel Clean Team External Adviser Only” basis for the purpose of enabling them to consider the need for and, where necessary, obtain the consent of a competition authority, foreign investment authority or other regulatory body, but may not wish to provide (or may be constrained by applicable law or regulation from providing) the Restricted Information directly to Mitie or any competing offeror. Restricted Information will be clearly marked in writing with “Outside Counsel/Retained Experts Only”.

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (and last amended on 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Transaction. Restricted Information disclosed to us will only be made available to the individuals in this annex (save for access arrangements for secretarial and IT support, business acceptance and document production teams as is standard in law firm operations).

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed [REDACTED] as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by Linklaters LLP and who will review all advice to be provided by any member of the External Antitrust/Regulatory Clean Team to Mitie to ensure that it does not disclose any Restricted Information or any other information which enables Mitie to deduce the Restricted Information.

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- 1 we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to Mitie or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;

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- 2** effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and
- 3** we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

If and to the extent that it is determined to be necessary or appropriate to instruct law firms in other jurisdictions, we will provide the Takeover Panel with the names of any such additional firms to be instructed and will seek the Takeover Panel's permission to provide Restricted Information to them on the basis of PS 30.

Defined terms used in this letter have the same meanings as in the confidentiality and joint defense agreement between, inter alia, Mitie and Marlowe dated [*date*] (unless otherwise stated).

Yours sincerely,



ANNEX

LIST OF KEY INDIVIDUALS

**PROPOSED TO BE INCLUDED IN THE EXTERNAL ANTITRUST/REGULATORY CLEAN
TEAM**

Name	Position	Role in the Transaction
[REDACTED]	Partner	Outside counsel to Mitie
[REDACTED]	Managing Associate	Outside counsel to Mitie
[REDACTED]	Managing Associate	Outside counsel to Mitie
[REDACTED]	Associate	Outside counsel to Mitie
[REDACTED]	Associate	Outside counsel to Mitie
[REDACTED]	Trainee solicitor	Outside counsel to Mitie

A list of support staff and paralegals with access to Restricted Information is available on request.

PART C

Form of Confirmation of Overseas External Antitrust/Regulatory Legal Counsel

[Letterhead of Mitie Overseas Legal Adviser]

Private and Confidential

[Addressee]

The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

[Date]

Dear [Addressee],

Mitie Group plc (“Mitie”) / Marlowe plc (“Marlowe”)

We are retained as external legal counsel by Mitie to advise on antitrust, foreign investment and/or regulatory clearances relating to a possible transaction involving Mitie and Marlowe (the **Transaction**).

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (and last amended on 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed [name of Responsible Person] as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by [Mitie Legal Adviser].

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- 1** we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to Mitie or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- 2** effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and
- 3** we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

Defined terms used in this letter have the same meanings as in the confidentiality and joint defense agreement between, inter alia, Mitie and Marlowe dated [date] (unless otherwise stated).

Yours sincerely,

[Responsible Person must be signatory to this confirmation]

ANNEX

LIST OF KEY INDIVIDUALS

**PROPOSED TO BE INCLUDED IN THE EXTERNAL ANTITRUST/REGULATORY CLEAN
TEAM**

Name	Position	Role in the Transaction
[•]	[•]	Outside counsel
[•]	[•]	Outside counsel
[•]	[•]	Outside counsel
[•]	[•]	Outside counsel

PART D

Form of Confirmation of Retained Expert Firm

[Letterhead of Mitie consulting firm – if relevant]

Private and Confidential

[Addressee]

The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

[Date]

Dear *[Addressee]*,

Mitie Group plc (“Mitie”) / Marlowe plc (“Marlowe”)

We are retained by Mitie to assist in the analysis and preparation of filings and submissions for antitrust, foreign investment and/or regulatory clearances in relation to a possible transaction involving Mitie and Marlowe (the **Transaction**).

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (and last amended on 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed *[name of Responsible Person]* as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by *[Mitie consulting firm]*.

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- 1** we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to Mitie or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- 2** effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and
- 3** we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

Defined terms used in this letter have the same meanings as in the confidentiality and joint defense agreement between, inter alia, Mitie and Marlowe dated *[date]* (unless otherwise stated).

Yours sincerely,

[Responsible Person must be signatory to this confirmation]

ANNEX

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE EXTERNAL ANTITRUST/REGULATORY CLEAN TEAM

Name	Position	Role in the Transaction
[•]	[•]	Consultant
[•]	[•]	Consultant
[•]	[•]	Consultant
[•]	[•]	Consultant

PART E

Form of Confirmation of Retained Expert Firm

[Letterhead of independent economic experts]

Private and Confidential

[Addressee]

The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

[Date]

Dear *[Addressee]*,

Mitie Group plc (“Mitie”) / Marlowe plc (“Marlowe”)

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Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed *[name of Responsible Person]* as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by *[Mitie economic firm]*.

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- 1** we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to Mitie or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- 2** effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and
- 3** we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

Defined terms used in this letter have the same meanings as in the confidentiality and joint defense agreement between, inter alia, Mitie and Marlowe dated *[date]* (unless otherwise stated).

Yours sincerely,

[Responsible Person must be signatory to this confirmation]

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Name	Position	Role in the Transaction
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[•]	[•]	Consultant
[•]	[•]	Consultant
[•]	[•]	Consultant