

STRICTLY PRIVATE AND CONFIDENTIAL

Advent International Limited, in its capacity as adviser to Advent International, L.P., the manager of certain private equity funds

160 Victoria Street
London
SW1E 5LB
(the “**Bidder**”)

15 May 2025

Dear Sirs

Project Aurora

You have expressed an interest in the Proposal and, in consideration of us and our Agents making available to you and your Agents the Confidential Information, you hereby agree with and acknowledge and undertake to us on the terms set out in this letter. The obligations are given by you in favour of us and each member of our Group.

1. Interpretation

1.1 In this letter:

“**acting in concert**” has the meaning given to it in the Code and “concert party” will be construed accordingly;

“**affiliate**” means, in relation to any person or entity, any person or entity (other than any Excluded Affiliates) who or which, directly or indirectly, controls or is controlled by, or is under common control with, such person or entity and, for the avoidance of doubt, includes (without limitation), in relation to you, any entity controlled by you or funds managed or advised by you (other than any Excluded Affiliates);

“**Agents**” means:

- (A) in your case, your affiliates and your and their respective directors, officers, employees, agents, partners, consultants, professional advisers and contractors; and
- (B) in our case, each member of our Group and our and their respective directors, officers, employees, agents, partners, consultants, professional advisers and contractors;

“**Clean Team Agreement**” means the clean team agreement to be entered into between you and us and any appropriate third parties that establishes a “clean team” that shall limit access to certain Confidential Information to certain of your employees and outside counsel and experts hired by you in connection with the Proposal for the purpose of the designated matters set out therein;

“**Code**” means the City Code on Takeovers and Mergers as from time to time amended;

“Company” means Spectris plc;

“Confidential Information” means all Information relating:

- (A) directly or indirectly to the Proposal, including the existence of the Proposal and this letter and of any discussions and negotiations between (on the one hand) us and (on the other hand) you (or, in each case, our respective Agents), the fact that we have been willing to enter into such discussions and negotiations with you and your prospective interest in the Proposal and/or the transaction contemplated by the Proposal, the fact that we have made Information of the type described in sub-paragraph (B) below available to you, and the terms and conditions of the Proposal discussed between (on the one hand) you and (on the other hand) us (or, in each case, our respective Agents); and
- (B) to any member of our Group including, without limitation, Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of any member of our Group disclosed by or acquired in any way (and whether directly or indirectly or before, on or after the date of this letter) from or on behalf of us or any of our Agents and includes all copies of any such Information and Information prepared by you or your Agents which contains or otherwise reflects or is generated from such Information,

BUT EXCLUDING:

- (i) all Information that is in, or has (after disclosure to or acquisition by you or your Agents) entered, the public domain otherwise than: (a) as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter; or (b) which you or your Agents know (or ought reasonably to have known having made reasonable enquiry) to have been disclosed in breach of any duty of confidentiality owed to us or any of our Agents; and
- (ii) in relation to sub-paragraph (B) only, all Information that you can demonstrate by your written records was properly and lawfully in your or your Agents' possession prior to the time that it was disclosed by or acquired from us or any of our Agents and provided that such Information is not known by you or any of your Agents to be subject to any other duty of confidentiality owed to us or any of our Agents;

“control” (together with its correlative meanings, **“controlled by”** and **“under common control with”**) means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management, business, activities or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise);

“Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data transmitted, stored or otherwise processed;

“Data Protection Law” means any applicable data protection and privacy laws, regulations and other similar instruments in any jurisdiction;

“Excluded Affiliates” means:

- (A) any direct or indirect portfolio companies of investment funds advised or managed by you and/or your affiliates (it being acknowledged and agreed that: (a) certain directors, officers or employees of the Bidder and its affiliates may serve as board observers, directors and/or managers of one or more of such portfolio companies (“PE Appointees”); and (b) a portfolio company will not be deemed to have received Confidential Information solely because a PE Appointee is a board observer, director and/or manager of such portfolio company); and
- (B) any of your affiliates who are not acting in concert with you in relation to the Proposal;

“Group” means, in respect of any person, its group undertakings from time to time (group undertakings having the meaning ascribed to it in section 1161 of the Companies Act 2006);

“Information” means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including CD ROM, magnetic and digital form;

“Joint Defence Agreement” means the joint defence agreement to be entered into, among others, you and us in connection with the preservation of the confidentiality (and any privilege, right or immunity) of certain materials relating to us to be exchanged and disclosed between your and our respective counsel;

“person” includes a reference to an individual, a body corporate, government body, association or partnership;

“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, or before, on or after the date of this letter) from us or any of our Agents and includes all copies of any such personal data prepared by you or any of your Agents which contains such personal data;

“Proposal” means the proposed acquisition by you or by any of your affiliates (including by any entity formed, controlled or owned by you (including, without limitation, funds managed or advised by you)) of the entire issued and to be issued share capital of the Company (other than any share capital already owned by you and your affiliates), whether by a takeover offer or a scheme of arrangement (in each case, as defined in the Companies Act 2006), including any financing thereof;

“securities” means any shares or security in the capital of the relevant company, any option to acquire any such share or security and any derivative relating to, or any rights whatsoever in respect of, any such share or securities;

“UK MAR” means the Market Abuse Regulation (EU) No 596/2014 in such form as incorporated into the law of England and Wales, Scotland and Northern Ireland by the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced under domestic law from time to time;

“we” means the Company and cognate expressions shall be construed accordingly; and

“you” means the Bidder and cognate expressions shall be construed accordingly.

2. Confidential Information

- 2.1 You will treat and keep all Confidential Information as secret and confidential and will not, without our prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than as provided in this letter.
- 2.2 You will ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to your own confidential information and in any case no less than reasonable measures and a reasonable degree of care.
- 2.3 You will not use any Confidential Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than directly in connection with your appraisal of our Group for the purpose of evaluating, negotiating, advising upon, financing or implementing the Proposal.
- 2.4 You will not make, or permit or procure to be made, any copies in any form of the Confidential Information except: (i) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter; or (ii) with our prior written consent.

3. Exceptions

- 3.1 The restrictions in sub-paragraph 2.1 do not apply to the disclosure of Confidential Information:
 - (A) to your Agents who strictly need to receive and consider such Confidential Information for the purposes of evaluating, negotiating, advising upon or implementing the Proposal;
 - (B) between your Agents (who strictly need to receive and consider such Confidential Information for the purposes of your evaluation, negotiation or implementation of the Proposal) for the purposes of evaluating, negotiating, advising upon or implementing the Proposal;
 - (C) to the prospective providers of equity or debt financing (including any take-out or replacement financing) who strictly need to receive and consider such Confidential Information for the purposes of evaluating or implementing the Proposal (the “**Financing Providers**”), and, in each case, to their respective professional advisers engaged in relation to the Proposal, provided that you notify us of the identity of any such Financing Providers prior to disclosing Confidential Information to them and we provide written consent prior to such disclosure (such consent not to be unreasonably withheld or delayed), provided further that:
 - (i) no such consent or notification will be required in respect of the disclosure of Confidential Information to Morgan Stanley & Co. International plc in its capacity as a Financing Provider;

- (ii) no such consent or notification will be required in respect of the disclosure of Confidential Information to any existing limited partners in any funds managed or advised by you or your affiliates in their capacity as Financing Providers (provided that you notify us of the identity of any such persons prior to disclosing the relevant Confidential Information (for this purpose having only the meaning in paragraph (B) of the definition of “Confidential Information”));
 - (iii) following any announcement pursuant to Rule 2.7 of the Code by you (or any person acting in concert with you) of a firm intention to make a general offer to acquire all of the issued and to be issued share capital of the Company, no such consent or notification will be required in respect of the disclosure of Confidential Information to any Financing Provider in connection with any syndication of (or new) equity or debt financing; and
 - (iv) to the extent that sub-paragraphs 3.1(C)(i) to 3.1(C)(iii) (inclusive) do not apply, if the restrictions in sub-paragraph 8.1 cease to apply by virtue of sub-paragraph 8.4, no such consent will be required in respect of the disclosure of Confidential Information (for this purpose having only the meaning in paragraph (A) of the definition of “Confidential Information”) to any Financing Provider (provided that, for so long as you remain in discussions with us, you notify us of the identity of any such persons prior to disclosing the relevant Confidential Information) (and, for the avoidance of doubt, in the event that the restrictions in sub-paragraph 8.1 cease to apply by virtue of sub-paragraph 8.4, you may only disclose Confidential Information having the meaning in paragraph (B) of the definition of “Confidential Information” to any such Financing Provider with our prior written consent (such consent not to be unreasonably withheld or delayed), unless such disclosure is to a reputable international investment or commercial bank that is a prospective provider of debt financing in connection with the Proposal, in which case no such consent shall be required); or
 - (D) which is required to be disclosed by law or the rules of any applicable regulatory, governmental or supervisory organisation (but subject to paragraph 5).
- 3.2 You will ensure that where Personal Data is disclosed under sub-paragraphs 3.1(A) to 3.1(C) (inclusive), disclosure of Personal Data is limited to those persons who need access to the Personal Data to assess the Proposal and that access will only be granted to such part or parts of the Personal Data as is strictly necessary in relation to that person’s particular duties in assessing the Proposal.
- 3.3 You will ensure that:
- (A) each person to whom any Confidential Information is disclosed in accordance with sub-paragraphs 3.1(A) to 3.1(C) (inclusive) is provided with a copy of this letter and observes its terms (other than sub-paragraph 7.2 and paragraph 8) as if they were a party to the letter and had undertaken the same obligations as are undertaken by you (other than the obligations under sub-paragraph 7.2 and paragraph 8); and

- (B) each person granted access to Personal Data under sub-paragraphs 3.1(A) to 3.1(C) (inclusive) is aware of your duties and his, her or its duties under Data Protection Law and under this letter with respect to Personal Data.

3.4 You will be responsible for any breach of the terms of this letter by any person to whom you disclose Confidential Information and/or Personal Data under this paragraph 3.

3.5 The provisions of this letter are without prejudice to the provisions of the Clean Team Agreement and the Joint Defence Agreement.

4. Records and return of Confidential Information

4.1 You will, upon written demand by us:

- (A) within seven days of such demand, destroy or return (at your option) to us all hard copy documents and all other materials which are in a form reasonably capable of delivery or destruction containing or reflecting any Confidential Information (for this purpose Confidential Information having only the meaning in paragraph (B) of the definition of “Confidential Information”) and all copies thereof which have been made by or on behalf of you or your Agents; and
- (B) ensure that where Confidential Information has not been returned or destroyed under sub-paragraph (A) above, no step will be taken to access or recover such Confidential Information from any computer, word-processor, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine readable form. You will continue to hold such Confidential Information subject to the terms of this letter.

Notwithstanding the obligations in this paragraph, you and your Agents will be entitled to retain:

- (i) investment committee papers or minutes that contain or reflect any Confidential Information; and
- (ii) such copies of such Confidential Information as is required to be retained by law or the rules of any applicable regulatory, governmental or supervisory organisation to which you and your Agents are subject or your or your Agents’ internal retention policy,

provided that, in each case, such Confidential Information will continue to be held subject to the terms of this letter.

4.2 If so requested by us, you shall, within seven days of such request, confirm in writing to us that the obligations contained in this paragraph have been complied with by you and your Agents.

5. Announcements and disclosure

5.1 Subject to sub-paragraphs 5.2 and 5.3, and other than as provided in paragraph 3, you will not make, permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of any Confidential Information, including your prospective interest in the Proposal and/or the transaction contemplated by the Proposal, without our prior written

consent, provided always that, at any time when the restrictions in sub-paragraph 8.1 do not apply by virtue of sub-paragraph 8.4, you will not be restricted by this letter from making any announcement or disclosure containing Confidential Information (for this purpose Confidential Information having only the meaning in paragraph (A) of the definition of “Confidential Information”).

- 5.2 If you become (or it is reasonably likely that you will become) compelled by law, regulation or the rules of any applicable regulatory, governmental or supervisory organisation to whose jurisdiction you are subject (including the Takeover Panel), to disclose any Confidential Information, you will, save to the extent prohibited by applicable law or regulation, notify us as soon as practicable, consult with us and take account of our reasonable requests so as to prevent or minimise that disclosure.
- 5.3 Where you make disclosure of Confidential Information under sub-paragraph 5.2, the disclosure will, save to the extent prohibited by applicable law or regulation, be made only after prompt consultation with us and after taking into account our reasonable requests as to the timing, content and manner of making such disclosure. Furthermore, you will disclose only that portion of the relevant Confidential Information which your external legal advisers advise in writing must by applicable law or regulation be disclosed.
- 5.4 Where, in accordance with sub-paragraph 5.3, you are not permitted to consult with us before disclosure is made, you will:
- (A) disclose only that portion of the Confidential information that is required to be disclosed and preserve the confidentiality of the remainder of the Confidential Information; and
 - (B) save to the extent prohibited by applicable law or regulation, inform us of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.
- 5.5 You will, save to the extent prohibited by applicable law or regulation, immediately notify us of the full circumstances of any breach, or threatened breach, of this letter upon becoming aware of such breach or threatened breach.
- 5.6 Any notification required pursuant to this letter will be made immediately by telephone, or email to [REDACTED] or to such other person or contact numbers as may be notified to you in writing from time to time.

6. Personal Data

- 6.1 You acknowledge that Confidential Information may include Personal Data, the handling or processing or transfer of which may be subject to the requirements of Data Protection Law. Without limitation to any other term of this letter, in relation to the Personal Data, you will:
- (A) comply with all relevant provisions of Data Protection Law;

- (B) take appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the processing of the Personal Data and to guard against a Data Breach;
- (C) promptly notify us upon:
 - (i) becoming aware of a Data Breach;
 - (ii) receipt of any communication (including, without limitation, from the UK Information Commissioner's Office) which relates to the Personal Data or your or our compliance with Data Protection Law in respect of the Personal Data; or
 - (iii) receipt of any communication from any individual whose Personal Data you or your Agents process, or from any person acting on behalf of such individual;
- (D) promptly provide to us such reasonable co-operation, information and assistance as we may from time to time reasonably request to enable us to comply with our obligations under Data Protection Law; and
- (E) only process such Personal Data outside of the United Kingdom or the European Economic Area without the prior written consent of the Company if such processing complies with the relevant provisions of applicable Data Protection Law, which may include, without limitation, that:
 - (i) the country or territory to which the Personal Data is to be transferred or in which it will be processed is deemed adequate by the European Commission (and/or, where applicable, the UK Information Commissioner's Office) pursuant to Data Protection Law;
 - (ii) you have previously entered into standard contractual clauses for international data transfers, approved by the UK Information Commissioner's Office, ("**UK SCCs**") with us (in the event of a conflict between those UK SCCs and the provisions of this paragraph 6, the UK SCCs shall prevail); or
 - (iii) the Personal Data is to be processed in accordance with the terms of a valid data transfer agreement which is compliant with the requirements of applicable Data Protection Law.

7. Approaches

- 7.1 In connection with the Proposal, you will, and will procure that your Agents will, make contact with and deal with us only through our Chairman, Chief Executive Officer and our advisers at Goldman Sachs International, Rothschild & Co and Slaughter and May together with such other people who may from time to time be notified to you by us in writing.
- 7.2 Subject to sub-paragraph 7.3, during the period of 18 months from the date of this letter, you and your affiliates will not directly or indirectly solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any person who is at any time during the negotiations relating to the Proposal working for us or any member of our Group (whether as

an employee or consultant or independent contractor): (i) either in a senior capacity or directly engaged in the negotiations relating to the Proposal and (ii) with whom you shall have come into contact in connection with the Proposal, whether or not that person would commit any breach of his or her contract by ceasing to work for us or the member of our Group concerned.

7.3 Nothing in sub-paragraph 7.2 will prevent you from considering and accepting an application made by any such person or employee:

- (A) in response to a recruitment advertisement published generally and not specifically directed at our employees or the employees of any member of our Group;
- (B) who approaches you on an unsolicited basis; or
- (C) following the cessation of such person's employment with us or the relevant member of our Group without any solicitation or encouragement by you or any of your Agents.

8. Standstill

8.1 For a period of 12 months from the date of this letter, you will not, and you will procure that your affiliates and any person acting in concert with you will not, without our prior written consent, directly or indirectly:

- (A) acquire or offer to acquire or enter into any agreement, arrangement or understanding (whether legally binding or not) to acquire or offer to acquire any interest in any securities of the Company (other than any securities issued pursuant to any rights granted in relation to securities in the Company held by such person as at the date of this letter);
- (B) enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any party to such agreement, arrangement or understanding in respect of any securities of the Company, including, without limitation, with respect to the exercise of voting rights attaching to any such securities (including, without limitation, obligations or restrictions in respect of the solicitation of proxies or votes or to influence votes from or by any holder of securities in the Company in connection with any vote of the holders of any such securities);
- (C) enter into any agreement, arrangement, understanding or transaction or do or omit to do any act as a result of which you, any affiliate or any person acting in concert with you will become obliged or required (whether under the Code or otherwise) to make any general offer or invitation to acquire any securities of the Company;
- (D) propose any matter to be voted on by the shareholders of the Company or seek to call or hold a general or special meeting of the shareholders of the Company;
- (E) seek any irrevocable undertakings from shareholders of the Company in respect of votes or proxies or otherwise initiate or engage in or have any contact of any kind whatsoever in connection with the Proposal with any shareholder of the Company;

- (F) communicate with any shareholder of the Company to encourage such shareholder to oppose the board of directors of the Company's business strategy or management of the business, or otherwise seek to obtain representation on the Company's board of directors or to control or change the management, board of directors or strategy of the Company;
- (G) enter into, assign, novate, unwind or terminate any stock lending agreement or arrangement in relation to any securities of the Company;
- (H) enter into any agreement, arrangement or understanding (whether legally binding or not) with any person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any securities of the Company; or
- (I) unless required to do so by the Takeover Panel pursuant to Rule 2.2 of the Code or by law or the rules of any competent stock exchange or other regulatory authority or regulatory body, announce any proposal to do any of the matters referred to in sub-paragraphs (A) to (H) (inclusive) above, including, without limitation, any announcement of an offer, possible offer or mandatory offer (including any offer to be implemented by way of scheme of arrangement) to acquire shares in the Company in accordance with Rule 2.4, Rule 2.7 or Rule 9 of the Code or otherwise.

8.2 If you or any of your affiliates or any person acting in concert with you acquires any interest in securities of the Company in breach of sub-paragraph 8.1, then on request by the Company (without prejudice to any other right of the Company under this letter) you will dispose of or procure the disposal of such interest to independent third parties as soon as reasonably practicable (and in any event within 30 days) of it being lawful to do so. Pending such disposal, you shall not, and shall procure that your affiliates and any person acting in concert with you shall not, exercise any rights attached to any such interest in securities of the Company.

8.3 Nothing in this paragraph 8 shall restrict:

- (A) any person from acquiring or disposing of any securities in the Company in the ordinary course of business of that person where either: (i) that person is a fund manager, market-maker, broker, or provider of trustee or nominee services (including managers of pension plans, retirement or other investment plans) and the decision to acquire or dispose is taken by an individual who is not in possession of Confidential Information; or (ii) that person is an investment banking or full service security firm and: (a) such activities did not arise, directly or indirectly, from your instructions or otherwise in conjunction with you or on your behalf; and (b) no Confidential Information has been or shall be used in connection with such activities; or
- (B) any action by any adviser to you taken by it where such action is taken in the ordinary course of its investment or advisory businesses and otherwise than in its capacity as an adviser to you or any of your affiliates (and, for the avoidance of doubt, the restrictions in sub-paragraph 8.1 shall cease to apply to any adviser from the time that it is no longer acting in concert with you in respect of the Proposal).

8.4 The restrictions contained in sub-paragraph 8.1 shall cease to apply:

- (A) if you (or any person acting in concert with you) publish an announcement under Rule 2.7 of the Code of a firm intention to make a general offer to acquire all of the issued and to be issued share capital or other securities of the Company (including by way of scheme of arrangement) which has been recommended by the board of directors of the Company; or
- (B) if any person (other than you and any person acting in concert with you):
 - (i) shall have become interested (as defined in the Code) in shares or other securities carrying 20 per cent. or more of the voting rights (as defined in the Code) of the Company;
 - (ii) publishes an announcement under Rule 2.4 of the Code in connection with a possible offer to acquire all of the issued and to be issued share capital or other securities of the Company and the board of the Company indicates in a public announcement that it would be minded to recommend such possible offer;
 - (iii) publishes an announcement under Rule 2.7 of the Code of a firm intention to make a general offer to acquire all of the issued and to be issued share capital or other securities of the Company (including by way of scheme of arrangement);
 - (iv) in respect of the Company, announces a proposal to seek a Rule 9 waiver in accordance with the Code;
 - (v) makes an announcement in respect of the Company under Rule 2.2(f) of the Code or we initiate a Private Sales Process (as defined in Takeover Panel Practice Statement 31); or
 - (vi) enters into an agreement with the Company to acquire all or substantially all of the undertakings, assets or business of the Company and the members of its Group.

9. Duration

Subject to the following sentences, the obligations undertaken by you under this letter will be continuing and, in particular, they will survive the termination or cessation of negotiations between us regarding the Proposal, whether or not the Proposal is implemented. Except where expressly provided otherwise in the terms of this letter, the obligations under this letter will expire on the earlier of: (i) two years from the date of this letter; and (ii) the date of completion of the Proposal. Such expiry shall be without prejudice to any rights and liabilities which may have accrued before such expiry.

10. Principal

You confirm that you are acting in this matter as principal and not as nominee, agent or broker for or acting in concert (as defined in the Code) with any other person and that you will be responsible for your own costs whether incurred by yourself or your Agents in considering or

implementing the Proposal (whether or not it proceeds) and in complying with the terms of this letter.

11. No Offer

You agree that all Information, whether containing Confidential Information or otherwise, made available to you or your Agents, in connection with the Proposal, will not constitute an offer, inducement or invitation by, or on behalf of, us, nor will such Information form the basis of, or any representation in relation to, any contract.

12. No Representations

You acknowledge and agree that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by us or any member of our Group or any of our respective Agents as to the accuracy or completeness of any Confidential Information or any other Information supplied by us or any member of our Group or any of our respective Agents or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same and nor shall we or any member of our Group or any of our respective Agents be under any obligation to update any such Information or correct any inaccuracies.

You further acknowledge that you will be responsible for making your own decisions on any Confidential Information and the Proposal. Accordingly, you agree that neither we nor any member of our Group nor any of our respective Agents will be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the use of any Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or any errors, omissions or misstatements made by any of them in connection with the Proposal.

You agree that you will not place any reliance on any statement, representation, warranty or covenant (written, oral or in any other media) made by us or any member of our Group or any of our respective Agents in connection with any Confidential Information, the Proposal or any other matter contemplated hereby.

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

13. Insider dealing and market abuse

You acknowledge and agree that:

- (A) the Confidential Information is provided to you in confidence and you 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, UK MAR; and
- (B) the Proposal 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 you and your Agents may become ‘insiders’. You consent to you and your Agents who receive Confidential Information being made insiders by virtue of receiving the Confidential Information and acknowledge that, subject to and in accordance with applicable law, you and your Agents who receive

Confidential Information 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.

14. Contracts (Rights of Third Parties) Act 1999

- 14.1 Save as provided in sub-paragraph 14.2 below, a person who is not a party to this letter shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 14.2 In this letter, the obligations expressed to be undertaken by you are obligations given by you in favour of us and each member of our Group. The provisions of this letter confer benefits on each member of our Group (each a “**Third Party**”) and, subject to the remaining terms of this paragraph 14, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 14.3 Notwithstanding sub-paragraph 14.1 of this letter, this letter may be rescinded or varied as agreed in writing between you and us in any way and at any time without the consent of any Third Party.

15. General

- 15.1 You acknowledge and agree that we may, at our absolute discretion, terminate any negotiations or discussions in relation to the Proposal at any time and without notice and you agree that we will be under no obligation to accept any offer or proposal which may be made by you or on your behalf in the course of any negotiations.
- 15.2 You acknowledge and agree that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence. Accordingly, we may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence, and you agree that you will not raise any objection to the application by us or any member of our Group for any such remedies.
- 15.3 No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise.
- 15.4 The terms of this letter may not be varied or terminated without the prior written consent of each party except in accordance with paragraph 9 (*Duration*).
- 15.5 No modification to this letter or any waiver granted by us, any member of our Group or any of our respective Agents in respect of any action taken by you will be effective unless agreed in writing by us.
- 15.6 To the extent that any Confidential Information is covered or protected by privilege, then disclosing such Information to you or otherwise permitting disclosure of it does not constitute a waiver of privilege or any other rights which we or any member of our Group or any of our respective Agents may have in respect of such Confidential Information.

- 15.7 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 15.8 This letter (other than the obligations under paragraph 8) will enure to the benefit of, and be enforceable by, our successors and assigns to the extent that the relevant obligation relates to the part of the business to which it has succeeded or in respect of which it is the relevant assignee.
- 15.9 You acknowledge and agree that no right or licence is granted to you or your Agents in relation to the Confidential Information except as expressly set forth in this letter.
- 15.10 The provisions of this letter will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.
- 15.11 Any consent to be given by us under the terms of this letter may be given on such terms as we determine (and, if given, must be given in writing) or may not be given.
- 15.12 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.
- 15.13 This letter is to be governed by, and construed in accordance with, English law. Any matter claim or dispute arising out of or in connection with this letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Proposal are to be governed by and determined in accordance with English law. Each party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this letter or the relationship between the parties or the conduct of any negotiations in relation to the Proposal.

[REDACTED]

Please confirm your acceptance of these terms by countersigning this letter and returning it to us.

Yours faithfully

[REDACTED]

.....
for and on behalf of
Spectris plc

[REDACTED]

Agreed and accepted this 15 day of May 2025

[REDACTED]

Name:

[REDACTED]

Authorised Signatory
for and on behalf of

Advent International Limited