

3 March 2022

(1) SENSYNE HEALTH PLC

and

(2) LANSDOWNE PARTNERS (UK) LLP

NON-DISCLOSURE AND STANDSTILL AGREEMENT

THIS AGREEMENT is made on 3 March 2022 (this “**Agreement**”).

BETWEEN:

- (1) **SENSYNE HEALTH PLC**, a public limited company incorporated in England and Wales, with company number 11425451 and whose registered office address is at Schrödinger Building Heatley Road, Oxford Science Park, Oxford, England OX4 4GE (the “**Company**”); and
- (2) **LANSDOWNE PARTNERS (UK) LLP**, a limited liability partnership incorporated in England and Wales, with registered number OC388966 and whose registered office address is at 15 Davies Street, London, W1K 3AG (the “**Recipient**”).

RECITALS:

- (A) In connection with discussions between the parties relating to the Proposal, the Recipient has expressed an interest in receiving certain information relating to the Company. The Company wishes to disclose to the Recipient, and wishes to ensure that the Recipient maintains the confidentiality of, the Confidential Information.
- (B) In consideration of the benefits to the parties of disclosing and receiving the Confidential Information, the parties have agreed to comply with the following terms and conditions in connection with the use and disclosure of the Confidential Information.

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Each word and expression used in this Agreement, except insofar as the context requires otherwise or unless defined elsewhere in this Agreement, has the meaning given to it below:

“**Act**” means the Companies Act 2006;

“**Advisers**” means in relation to any person, the professional advisers and bankers and brokers who are directly concerned with the evaluation, negotiation, or that provide advice in connection with, the Proposal, including (unless the context requires otherwise) partners in, and directors and employees of, those advisers, and whose knowledge of the Confidential Information is necessary for those purposes;

“**Approved Representative**” means any of the following persons:

- (a) Richard Pye, Chief Financial Officer, whose e-mail address is richard.pye@sensynehealth.com;
- (b) Laura Hillier, General Counsel and Company Secretary, whose e-mail address is laura.hillier@sensynehealth.com; and
- (c) Paul Drayson, Chief Executive Officer, whose e-mail address is paul.drayson@sensynehealth.com;

and/or such other person(s) as may be notified to the Recipient from time to time by an existing Approved Representative;

“Associates”

means:

- (a) any company which is a member of the Recipient’s Group;
- (b) any director of the Recipient or of any company which is a member of the Recipient’s Group (and any person connected with any such director within the meaning of section 252 of the Act);
- (c) any company, 50% or more of the issued share capital of which is owned by members of the Recipient’s Group or any company in respect of which share capital carrying 50% or more of the votes ordinarily exercisable at shareholders’ meetings, is owned by members of the Recipient’s Group;
- (d) any person who would by virtue of Part 22 of the Act be taken to be interested in any shares of the Company in which the Recipient or any of the Recipient’s Associates is also interested; or
- (e) any person, not being the Recipient’s Representatives or Advisers to whom the Recipient or the Recipient’s Representatives or Advisers may disclose Confidential Information or other information about the Proposal with the prior written consent of an Approved Representative;

“Code”

means the City Code on Takeovers and Mergers;

“Confidential Information”

means:

- (a) information of whatever nature and in whatever form in any way relating to the Proposal, the Company, its Subsidiaries and their businesses or activities made available by the Company to the Recipient (or its Associates, Representatives or Advisers) after the date of this Agreement, including (without limitation) the content of all discussions and negotiations regarding the Proposal between the Company and the Recipient for the purpose of considering, advising in relation to or furthering the Proposal;
- (b) all copies of the information referred to in (a) above; and
- (c) all reports, analyses, compilations, forecasts, studies, memoranda or other documents, materials or information prepared by or on behalf of the Recipient which contain, derive from or reflect, utilise or are generated from any of the information referred to in (a) or (b),

provided that, Confidential Information shall not include information which:

- (i) was available to the Recipient, shown by competent evidence, free of any restriction as to its use or disclosure prior to its being so furnished,

including all information that is in the public domain otherwise than as a direct consequence of any breach of any undertaking contained or given pursuant to this Agreement or of the Recipient's gross negligence or wilful default or that of its Associates, Representatives or Advisers; or

- (ii) becomes available to the Recipient or its Representatives, Associates or Advisers from a source other than the Company, which source is not bound by any obligation of confidentiality in relation to that information; or
- (iii) was independently developed by the Recipient without any use of the Confidential Information contrary to the terms of this Agreement;

“GDPR”	General Data Protection Regulation (EU) 2016/679 and/or the General Data Protection Regulation, Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended;
“Group”	means, in relation to any person, any companies which are holding companies or subsidiaries of it, or are subsidiaries of any such holding company;
“Personal Data”	has the meaning given to it by the GDPR, as is applicable and binding on the Recipient in respect of the Personal Data;
“Proposal”	means a transaction pursuant to which the Recipient may (directly or indirectly) acquire rights in relation to the assets and/or other interests of, or shares in the capital of, the Company which is the subject of discussions between the Company and the Recipient which have been commenced prior to the date of this Agreement or may commence following the execution of this Agreement;
“Representatives”	means, in relation to any person, the directors, officers, employees and consultants of (including Alex Snow), and individuals seconded to work for, it or other companies within its Group; and
“UK MAR”	UK Market Abuse Regulation ((EU) 596/2014), as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended.

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 references to Clauses are references to clauses of this Agreement (as amended from time to time);
- 1.2.2 the headings to Clauses are included for convenience only and shall be disregarded in the interpretation of this Agreement;
- 1.2.3 any reference to a **“person”** includes natural persons, unincorporated bodies and

partnerships (in each case whether or not having a separate legal personality), governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;

- 1.2.4 references to “**subsidiaries**” and “**holding companies**” shall have the meanings ascribed to such terms in section 1162 of the Act;
- 1.2.5 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 1.2.6 obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 1.2.7 a reference to any statute, statutory provision, rule or regulation shall be construed as a reference to the same as it may have been, amended, modified or re-enacted and to any subordinate legislation made under the statute or statutory provision; but exclude any re-enactment or modification after the date of this Agreement to the extent that they make any party’s obligations more onerous or otherwise adversely affect the rights of any party; and
- 1.2.8 any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar words or expressions shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible.

2. **CONFIDENTIALITY UNDERTAKINGS**

- 2.1 The Recipient shall, and shall procure that its Associates, Representatives and Advisers shall, only use the Confidential Information for the purpose of the Proposal.
- 2.2 Subject to Clause 7, the Recipient shall:
 - 2.2.1 keep and procure to be kept secret and confidential the Proposal and all the Confidential Information and will not in any circumstances disclose or solicit or permit the disclosure of the same to any third party other than its Associates, Representatives and Advisers;
 - 2.2.2 procure that only those persons directly involved in the consideration of the Proposal are given access to the Confidential Information or any part of it; and
 - 2.2.3 procure that each person to whom disclosure of any of the Confidential Information is made adheres to the terms of this undertaking as if a party to it and the Recipient accepts responsibility for all such persons accordingly.
- 2.3 Subject to Clause 7, the Recipient shall not, and shall procure that its Associates, Representatives and Advisers shall, not:
 - 2.3.1 make any announcement or otherwise publicise or disclose the existence of the Proposal or any other arrangement with the Company which is connected with the Proposal or that the Recipient is (or has ceased to be) in discussions relating to the Proposal;
 - 2.3.2 make any approach to, hold any discussions with, accept, engage or maintain contact with any of the Company’s Representatives or any member of the Company’s Group other than an Approved Representative or any other person, in

each case where mention is made of the Proposal unless approved by the Company; and

- 2.3.3 visit or inspect any of the properties owned or occupied by any member of the Company's Group without the prior written consent of an Approved Representative.
- 2.4 The Recipient shall not seek to obtain any Confidential Information, for the purpose of evaluating the Proposal, from any officer, director, employee, agent or adviser of any member of the Company's Group or any member of the Company's Group, other than an Approved Representative, or otherwise from such other persons without the prior written consent of an Approved Representative.
- 2.5 The Recipient shall ensure that all requests for additional information, tours of the Company's Group's facilities or management meetings will be submitted or directed to an Approved Representative.
- 2.6 The Recipient will, and procure that its Associates, Representatives and Advisers, keep the Confidential Information safe in a secure place and properly protected against theft, damage, loss and unauthorised access (including, but not limited to, access by electronic means) and, without prejudice to the foregoing, will take all reasonable steps to keep the same confidential and exercise in relation to the Confidential Information no lesser security measures and degree of care as it applies to its own confidential information.
- 2.7 The Recipient agrees that where any Personal Data is disclosed to the Recipient in relation to the Proposal, that Personal Data shall at all times be treated as Confidential Information and shall be subject to the terms of this Agreement. In addition the Recipient shall keep the Personal Data secure by complying with the integrity and confidentiality principle under the GDPR, as applicable and binding on the Recipient in respect of such Personal Data.
- 2.8 The Recipient undertakes not to request any information under Rule 21.3 of the Code, provided that this undertaking shall only apply until the earlier of (i) the announcement by a third party of a firm intention to make an offer; or (ii) the conclusion of the offer period.

3. **PRIVILEGE**

Where the Confidential Information is also privileged, the waiver of such privilege is limited to the purposes of this Agreement, and does not and is not intended to result in any wider waiver of the privilege. Accordingly, the Recipient and each of its Representatives, Associates and Advisers shall take all reasonable steps to protect the Company's privilege and that of its Group Companies in the Confidential Information and shall advise the Company promptly if any step is taken by any other person to obtain any of the privileged Confidential Information.

4. **RECORDS**

The Recipient shall keep a record of its Representatives, Associates and Advisers holding Confidential Information.

5. **RETURN OF CONFIDENTIAL INFORMATION**

- 5.1 The Recipient shall, and shall take reasonable steps to procure that its Representatives, Associates and Advisers, within ten days of a written demand from the Company, destroy, or cause to be destroyed, all the Confidential Information and expunge any Confidential Information from any computer, word processor or other device in its possession or under

its or their custody and control containing any such information provided that the Recipient and its Representatives, Associates and Advisers shall not be obliged to return, destroy and/or erase from computer memories Confidential Information which is required to be retained by: (a) any applicable law, rule or regulation; (b) any competent judicial, governmental, quasi-governmental, supervisory, regulatory or other competent authority; (c) any Confidential Information held in automatically archived electronic documents. and such Confidential Information will continue to be held subject to the terms of this Agreement.

- 5.2 If so requested by the Company, the Recipient shall furnish to the Company a certificate of a director or officer of the Recipient confirming that the provisions for destruction of Confidential Information in Clause 5.1 above have been fully complied with.

6. **NON-SOLICITATION**

- 6.1 The Recipient shall not, and shall take reasonable steps to procure that its Associates, Representatives and Advisers, shall not, subject to Clause 6.2 below, without the Company's prior written consent, for a period of 12 months from the date of this Agreement, directly, solicit or endeavour to entice away, any officer or employee of the Company's Group who is employed by the Company's Group in a senior managerial or technical capacity.

- 6.2 Employment arising out of the placing of an advertisement of a position with any member of the Recipient's Group or any of its Associates available to members of the public generally or of the recruitment of a person through any employment agency shall not itself constitute a breach of Clause 6.1 above, provided that neither the Recipient nor any of its Associates, Representatives or Advisers encourage or advise any such agency to approach any such officer, employee or consultant.

7. **PERMITTED DISCLOSURE**

- 7.1 Subject to Clause 7.2 below, the terms of this Agreement apply to all Confidential Information which is:

7.1.1 not in the public domain; or

7.1.2 enters the public domain as the result of a breach of the terms of this Agreement, or of the Recipient's gross negligence or wilful default or that of its Associates, Representatives or Advisers.

- 7.2 The terms of this Agreement do not apply to any Confidential Information if and to the extent that a party is required to make any announcement concerning the Proposal or other arrangements with the other party, or otherwise to disclose Confidential Information:

7.2.1 by reason of any legal requirement or any regulation or rule of any stock exchange (including, but not limited to, the Panel on Takeovers and Mergers, the Financial Conduct Authority and the London Stock Exchange) or any governmental or quasi-governmental authority or the Panel on Takeovers and Mergers, provided that, so far as it is practicable to do so, the party required to make the disclosure consults with the other party in advance as to the relevant requirement and with a view to agreeing the extent, timing and content of that announcement or disclosure; or

7.2.2 in connection with the commencement, pursuit or the defence by a party of any legal proceedings to which the Confidential Information is relevant.

7.3 Nothing in this Agreement shall prohibit the disclosure of Confidential Information by the Recipient to Paul Drayson in the context of any discussions regarding the Proposal, provided that such Confidential Information is kept confidential by Paul Drayson to no lesser standard than that to which the Recipient is bound under this Agreement.

7.4 The terms of Clause 2 of this Agreement shall continue to apply until the earlier of: (i) the date upon which all the Confidential Information is in the public domain (other than through a breach of Clause 2), (ii) when an acquisition of the Company by the Recipient is successfully completed, and (iii) two years from the date hereof.

8. NO OBLIGATION TO DISCLOSE

The Recipient acknowledges that the Company shall be entitled at any time to decline to provide any Confidential Information to the Recipient and either party may at any time terminate discussions and negotiations with the other party without incurring any liability.

9. OWNERSHIP OF CONFIDENTIAL INFORMATION

The Confidential Information shall remain the property of the Company and its disclosure shall not confer on the Recipient or any other person any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

10. INSIDER DEALING AND MARKET ABUSE

10.1 The Recipient acknowledges that the Recipient, its Associates, Representatives and Advisers are aware that, and the members of its Group who receive Confidential Information will, prior to receiving the same be made aware that:

10.1.1 the Company's shares are 'price affected securities' for the purposes of Part V of the Criminal Justice Act 1993 and 'qualifying investments' for the purposes of the Financial Services and Markets Act 2000;

10.1.2 accordingly, the Recipient and any of those persons will potentially commit offences under those statutes if the Recipient or any of those persons:

(a) disclose any Confidential Information contrary to the terms of this Agreement; or

(b) deal, or encourage others to deal, in shares in the Company on the basis of any Confidential Information; and

10.1.3 disclosure of Confidential Information is restricted under the terms of this Agreement.

10.2 The Recipient acknowledges that the Confidential Information of the Company and the Proposal are given in confidence and that some or all of that Confidential Information and the Proposal may be inside information and/or material non-public information for the purposes of UK MAR and other applicable insider dealing and securities legislation ("**Inside Information**") and that once it has received such information, the Recipient must not act or use the information in any way that contravenes UK MAR. On completion of any transaction anticipated by the Proposal or should such a transaction not proceed, Company agrees to make any Inside Information public.

11. **PRINCIPAL**

The Recipient confirms that it is acting in this matter as principal, and not as agent or broker for any other person.

12. **REMEDIES**

12.1 Without prejudice to any other rights or remedies that the Company may have against the Recipient, the Recipient acknowledges and agrees that:

12.1.1 damages may not be an adequate remedy for any breach of the terms of this Agreement by the Recipient or any other person referred to in Clause 4; and

12.1.2 the Company may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the terms of this Agreement by the Recipient or any other person referred to in Clause 4.

12.2 No failure, delay or omission by the Company in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver by the Company of that right, power or remedy, nor shall it preclude or restrict any future exercise of that right or remedy. No single or partial exercise by the Company of any right, power or remedy provided by law or under this Agreement shall prevents any future exercise of it by the Company or the exercise of any other right, power or remedy.

12.3 The terms of the Contracts (Rights of Third Parties) Act 1999 (Rights of Third Parties Act) shall apply to this Agreement for the benefit of any entity or entities which constitute a subsidiary of the Company, notwithstanding that they are not signatories to this Agreement, provided that the Company and the Recipient are free to agree between them any changes to this Agreement without the consent of any such entity or entities. In any other case, a person who is not a signatory to this Agreement shall have no right under the Rights of Third Parties Act to enforce any of its terms.

13. **NO REPRESENTATION**

The Recipient acknowledges that the Recipient will not hold the Company nor the Company's Associates, Representatives and Advisers responsible or liable for the accuracy or completeness of, and the Recipient will be responsible for making its own evaluation of, the Confidential Information.

14. **NOTICES**

14.1 Notices under this Agreement shall be given in writing to the relevant party at the address stated above (or such other addresses as it shall previously have notified to the other party), any notice sent by hand shall be deemed received when delivered and any notice sent by first class post shall be deemed received 48 hours after posting.

14.2 Where this Agreement allows or grants any right or action on obtaining the prior written consent of an Approved Representative, that consent may be transmitted electronically or otherwise be signed by the Approved Representative and may be given, withheld or given subject to such conditions, in each case, as the Approved Representative in his or her absolute discretion thinks fit.

15. **INVALIDITY**

15.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable, the

legality, validity and enforceability of any other provision of this Agreement shall not be affected.

- 15.2 If any provision of this agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted, the provision or part-provision in question shall apply with such deletions as may be necessary to make the provision legal, valid and enforceable.

16. **CONSIDERATION**

The terms set out in this Agreement will constitute a contract between the Recipient and the Company, the consideration for which will be the mutual confidentiality obligations between the parties and the supply by the Company of Confidential Information.

17. **GENERAL**

- 17.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same Agreement.

- 17.2 No variation of any of the terms of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is signed or executed (as the case may be) by, or on behalf of, each party.

18. **GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute or claim arising out of or in connection with its subject matter (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with English law. The Recipient irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement (including any dispute or claim relating to non-contractual obligations) and that accordingly any suit, action or proceedings arising out of or in connection with this Agreement shall be brought in such courts.

[Signature page follows]

EXECUTED by the parties on the date which first appears in this Agreement.

EXECUTED by

SENSYNE HEALTH PLC

acting by



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Name of director

)

)

)



.....

Signature

EXECUTED by

LANSDOWNE PARTNERS (UK) LLP

acting by



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Name of authorised signatory

)

)

)



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Signature