

To: Jambo SRC Limited ("**Bidco**")

9th October 2023

Dear Sir/Madam:

Proposed acquisition of STM Group plc ("STM")

We understand that Bidco intends to acquire all of the issued and to be issued ordinary share capital of STM by way of the Scheme (as defined below), which shall be substantially on and subject to the terms and conditions set out or referred to in the near final version of the announcement attached to this Undertaking (the "**Announcement**"), together with such additional terms and conditions as may be required to comply with any applicable law and regulation or as may be agreed in writing between Bidco and STM. The Acquisition (as defined below) is conditional upon a management buyout of the STM self-invested personal pensions ("**SIPPs**") business, to be led by Alan Kentish and the STM UK executive team (the "**MBO Sale**").

We understand that any offer will be implemented by way of a court sanctioned scheme of arrangement (including any new, increased, renewed or revised scheme of arrangement, the "**Scheme**") under Part X of the Isle of Man Companies Act 2006.

1. Representations, Warranties and Undertakings

We hereby represent, warrant and irrevocably and unconditionally undertake to Bidco that:

- 1.1 we are the registered holder and beneficial owner of the number of fully paid up ordinary shares of £0.001 each in the capital of STM (the "**Shares**") specified in the Schedule hereto and have full power and authority and the right (free from any legal or other restriction, including any lien, charge, option, equity, encumbrance or other third party interest of any nature whatsoever), and will at all times continue to have all relevant power and authority and the right, to enter into this Undertaking, to perform the obligations in this Undertaking in accordance with its terms, to exercise (or procure the exercise of) all voting rights attaching to the Shares and otherwise to take all necessary actions (or procure that they are taken) to transfer the Shares;
- 1.2 we are not interested in any other securities of STM and we do not have any rights to subscribe, purchase or otherwise acquire any of the securities of STM;
- 1.3 other than pursuant to the Scheme, we shall not:
 - 1.3.1 sell, transfer, charge, encumber, create or grant any option, equity, third party right or lien over or otherwise dispose of (or permit any such actions to occur in respect of) any interest in any Shares;
 - 1.3.2 accept, or give any undertaking (whether conditional or unconditional) or letter of intent to accept or otherwise agree to any offer, scheme of arrangement, merger or other business combination made or proposed to be made in respect of securities in STM by any person other than Bidco, in each case in respect of the Shares;
 - 1.3.3 purchase or acquire or otherwise deal or undertake any dealing in any Shares without prior confirmation from the Panel on Takeovers and Mergers (the "**Panel**") that we are not deemed to be acting in concert with Bidco in connection with the possible acquisition by Bidco of all the issued and to be issued ordinary share capital of STM (the "**Acquisition**");
 - 1.3.4 vote the Shares in favour of any resolution to approve any transaction or other corporate action which is proposed in competition with or which might otherwise frustrate, impede or delay the Acquisition or the MBO Sale; or

- 1.3.5 enter into any agreement or arrangement, incur any obligation or give any indication of intent (or permit such circumstances to occur) in relation to, or operating by reference to, the Shares, or to do all or any of the acts referred to in paragraphs 1.3.1, 1.3.2, 1.3.3 or 1.3.4 above, whether or not legally binding or subject to any condition, or which is to take effect upon or following the Scheme lapsing or being withdrawn, or upon or following this Undertaking ceasing to be binding, or upon or following any other event, which in any case would or might restrict or impede giving effect to the Scheme by any person or our ability to comply with this Undertaking;
- 1.4 We hereby irrevocably undertake to Bidco to:
- 1.4.1 not exercise any voting rights attaching to the Shares and shall procure that no voting rights attaching to the Shares are exercised to vote on any resolution to be proposed at any Court convened meeting (“**Court Meeting**”) of STM to be convened and held in connection with the Scheme or the Acquisition, or at any adjournment of any such meeting(s);
- 1.4.2 not exercise any voting rights attaching to the Shares and shall procure that no voting rights attaching to the Shares are exercised on any resolution to be proposed in relation to the approval pursuant to Rule 16 of the Code (or otherwise) of the MBO Sale at any general or class meeting (“**General Meeting**”) of STM to be convened and held in connection with the Scheme, the Acquisition or MBO Sale, or at any adjournment of any such meeting(s);
- 1.4.3 except as stated in paragraphs 1.4.1 and 1.4.2 above, exercise, or procure the exercise of, all voting rights attaching to the Shares to vote in favour of all resolutions to approve the Scheme, the Acquisition and any related matters proposed at any General Meeting, or at any adjournment of any such meeting and, unless Bidco directs otherwise, against any resolution or proposal to adjourn such meetings;
- 1.4.4 execute or submit (or procure the execution or submission of) and/or lodge (or procure the lodgement of) by 1.00 p.m. on the fifth business day after STM publishes the scheme document setting out the terms and conditions of the Scheme (the “**Scheme Document**”) to STM shareholders, and not revoke or amend, all relevant forms of proxy or related instructions in respect of all of the Shares validly appointing any person nominated by Bidco to attend and vote at any General Meeting thereof in respect of any of the resolutions referenced in paragraph 1.4.3;
- 1.4.5 not revoke or amend any proxy submitted in accordance with paragraph 1.4.4, either in writing or by attendance at any General Meeting (or any adjournment thereof) or otherwise; and
- 1.4.6 except as stated in paragraphs 1.4.1 and 1.4.2 above, execute (or procure the execution of) all such documents or do (or procure the doing of) such acts and things as may be necessary or desirable to be executed or done by us for the purposes of giving effect to the Scheme in respect of the Shares, promptly following your request;
- 1.5 to the extent within our control:
- 1.5.1 we shall not exercise any of the voting rights attached to the Shares (or shall procure that none of the voting rights attached to the Shares are exercised) at the Court Meeting or the General Meeting other than in accordance with this Undertaking;
- 1.5.2 we shall exercise (or procure the exercise of) the voting rights attached to the Shares against any resolution which (i) might prevent or delay implementation of the Scheme; or (ii) purports to approve or give effect to a proposal by a person other than Bidco, to

acquire (or have issued to it) shares in the capital of STM (whether by way of scheme of arrangement or otherwise) or any assets of STM; and

- 1.5.3 we shall not take any action or make any statement which may have the effect of delaying, disrupting or otherwise causing the Scheme not to become effective at the earliest practicable time or at all, or which is or may be prejudicial to the success of the Acquisition.

2. Consents

We agree to:

- 2.1 be bound by the Scheme, agree that the Company or its counsel may provide to the Court a copy of this undertaking to evidence such agreement and agree to provide such other documentation or other information and to do all such things as may reasonably be required by the Offeror or the Company in relation to such agreement (including, if so required, to appear before the Court by counsel);
- 2.2 promptly inform you of all information you may require in order to comply with the requirements of the City Code on Takeovers and Mergers (as amended from time to time) (the “Code”), the Panel, the Court or of other applicable laws or regulations and immediately notify you in writing of any material change in the accuracy or import of any such information and consent to the public disclosure of such information; and
- 2.3 the issue of the Scheme Document, or any announcement or document issued or made in connection with the Acquisition, with references to us and to particulars of this Undertaking included and this Undertaking being available for inspection during the offer in accordance with Rule 26.2 of the Code and as required by applicable law and regulations.

3. Lapse of Undertaking

- 3.1 All of our obligations pursuant to this Undertaking will lapse and cease to have effect on the earlier of the following occurrences:
- 3.1.1 if the Announcement is not released by 5:00pm (London time) on 11 October 2023 or such later date as Bidco and STM may agree in writing;
- 3.1.2 if the Scheme lapses or is withdrawn in accordance with its terms, unless (i) a new, revised or replacement Scheme has been announced, in accordance with Rule 2.7 of the Code, in its place; or (ii) Bidco has publicly confirmed that it intends to proceed with the Acquisition or to implement the Acquisition by way of a takeover offer (which shall be an offer for the purposes of the Isle of Man Companies Act 2006) (“Offer”), in each case within 10 business days of such lapse or withdrawal; or
- 3.1.3 the Scheme has not become effective by 11:59 p.m. (London time) on the Long Stop Date (as defined in the Announcement) (or such later time and/or date as agreed between Bidco and STM, with the approval of the Court and/or the Panel if required), other than in circumstances where Bidco has, prior to such date, elected to exercise its right to proceed by way of an Offer.
- 3.2 If the obligations in this Undertaking lapse, we shall have no claim against Bidco and Bidco shall not have any claim against us other than in respect of any prior breach of any of the terms of this Undertaking.

4. Making the Acquisition

For the avoidance of doubt, nothing in this Undertaking shall oblige Bidco to proceed with the Scheme or the Acquisition.

5. Takeover Bid or Scheme of Arrangement

5.1 We note that Bidco reserves the right to implement the Acquisition by way of an Offer, whether or not such Offer is recommended, and whether or not the Scheme is first announced. In the event that it is so implemented by way of an Offer, we confirm and agree that this Undertaking shall continue to be binding *mutatis mutandis* in respect of the Shares and all references to the Scheme shall, where the context permits, be read as references to the Offer (or to both the Scheme and the Offer, as appropriate) and, in particular:

5.1.1 we shall accept, or procure the acceptance of, the Offer in respect of the Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the "**Offer Document**") within 5 business days of the publication of the Offer Document;

5.1.2 we shall not withdraw any acceptances of the Offer and will procure that any registered holder of the Shares does not do so.

6. Other

6.1 As regards to any time, date or period referred to in this Undertaking, time shall be of the essence.

6.2 In the event that the Scheme is modified or amended pursuant to the requirements of, or with the approval of, the Court and in accordance with the terms of the Scheme, we confirm and agree that this Undertaking shall continue to be binding *mutatis mutandis* in respect of the Shares.

6.3 We agree that damages would not be an adequate remedy for breach of this Undertaking and, accordingly, Bidco shall be entitled to the remedies of specific performance, injunction or other equitable remedies.

6.4 In this Undertaking, references to:

6.4.1 "**Acquisition**" shall include any new, increased, renewed or revised acquisition proposals for STM made by or on behalf of Bidco howsoever implemented;

6.4.2 "**business day**" and "**dealing**" shall be interpreted in accordance with the Code as from time to time amended and interpreted by the Panel; and

6.4.3 being "**interested in**" or having "**interests in**" shares or securities shall be construed in accordance with the Code as from time to time amended and interpreted by the Panel.

7. Governing Law and Jurisdiction

This Undertaking and all noncontractual obligations arising from or in connection with this Undertaking are governed by and construed in accordance with English law. We submit to the exclusive jurisdiction of the English courts to settle any dispute arising from or connected with this Undertaking (a "**Dispute**") (including a dispute regarding the existence, validity or termination of this Undertaking or relating to any noncontractual or other obligation arising out of or in connection with this Undertaking or its formation). We agree that the English courts are the most appropriate and convenient courts to settle any Dispute and accordingly, will not argue to the contrary.

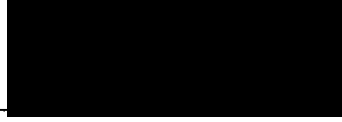
SCHEDULE

1	2	3
No. of ordinary shares of £0.001 in STM	Exact name(s) of registered holder as appearing on the register of members#	Beneficial owner#
5,552,150	Clifton Participations Limited	Alan Kentish and close family

Where more than one, please indicate number of shares attributable to each.

SIGNED as a DEED and)
DELIVERED by)
Alan Kentish as attorney for Clifton Participations Limited)

SIGNATURE: _____



In the presence of:

Witness

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SIGNATURE: _____

NAME: _____

ADDRESS: _____

