

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“**Agreement**”) is made as of 29 March 2019 (“**Effective Date**”) by and between TA Associates Management, L.P (“**TA Associates**”), a limited partnership having its principal place of business at 200 Clarendon Street, 56th Floor, Boston, MA 02116 and Sanderson Group Plc (“**Company**”) having a place of business at Sanderson House, Manor Road, Coventry, CV1 2GF.

WHEREAS this agreement relates to disclosure of certain confidential and proprietary information by either party (“**Discloser**”) to the other (“**Recipient**”) for the purpose of exploring a possible business transaction; and

WHEREAS both parties understand that the confidential information received by the Recipient is regarded by Discloser as valuable and shall only be used as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. The term “**Confidential Information**” shall mean any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form that is not generally disclosed to the public by the Discloser, including but not limited to, trade secrets, computer programs, software, software manuals and documentation, technology systems, source code, databases, applications, engine protocols, routines, models, displays and manuals, including, without limitation, the selection, coordination and arrangement of the contents thereof, formulas, data, inventions, methodologies, algorithms, techniques, processes, research activities and plans, marketing and sales plans, strategic plans, forecasts, training materials, pricing and pricing strategies, methods of operation, internal controls, security procedures, third party confidential information, customer lists and unpublished financial information.
2. Each Recipient warrants and agrees to keep Confidential Information in strict confidence and shall not disclose it to any third party. Recipient shall use Discloser’s Confidential Information in a manner consistent with the terms on this Agreement and only in furtherance of the relationship between the parties. Recipient’s internal disclosure of Discloser’s Confidential Information shall be only to those of Recipient’s affiliates and its and their respective directors, officers, employees, contractors, or agents. Recipient may request approval in writing to Discloser (such approval not to be unreasonably withheld by Discloser and the request to be deemed as approved if there is no response from the Discloser within seven working days) to further disclose Confidential Information to named partners, advisors (including, but not limited to, legal counsel, accountants, consultants, and financial advisors), potential financing sources, and their respective representatives, (those of the foregoing receiving Confidential Information from Recipient, collectively, its “**Representatives**”) having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement. Recipient shall promptly notify Discloser of any unauthorised disclosure or use of Discloser’s Confidential Information by any person and/or entity. Upon the Discloser’s written request, the Recipient shall cease use of the Discloser’s Confidential Information, including all materials embodying the Confidential Information, and immediately return all tangible Confidential Information to Discloser; provided that Recipient may retain Confidential Information as required by law, rule, regulation, judicial order, applicable professional standards or computer backup systems. With respect to Discloser’s Confidential Information stored in electronic form, the Recipient shall, to the extent reasonably practicable, delete all such Confidential Information from its systems and certify in writing to the Discloser that such Confidential Information has been deleted.

This Agreement imposes no obligation upon Recipient with respect to Discloser’s

Confidential Information which Recipient can establish by legally sufficient evidence that such information; (a) was, prior to receipt from Discloser, in the possession of, or was rightfully known by Recipient, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of this Agreement or without a violation of an obligation of confidentiality owed to the discloser; (c) is obtained by recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by Recipient without the use of or reference to the Discloser's Confidential Information. Recipient may disclose Confidential Information in accordance with valid judicial or other governmental order, provided that to the extent legally permissible Recipient shall have given Discloser reasonable notice and opportunity to object prior to such disclosure, will seek confidential treatment of the information disclosed, and shall comply with any applicable protective order or equivalent. Notwithstanding the foregoing, notice to the Discloser shall not be required where disclosure is in connection with a routine audit or examination by, or a blanket document request from, a regulatory authority, bank examiner or auditor that does not reference the Discloser, the Confidential Information, the transaction or this Agreement and such disclosure shall not be considered a breach of this Agreement.

3. The Confidential Information is provided "as-is" and Discloser makes no representation or warranty of any kind, express or implied, with respect to the suitability, accuracy or non-infringement of third party rights. Discloser shall at all times retain sole and exclusive title to, ownership of, all rights in and control over the use of all its Confidential Information. Both parties agree that nothing in this Agreement is intended to grant any rights or license under any intellectual property rights of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to use such information in accordance with this Agreement.
4. Neither party nor any of its named advisors, will without the prior written consent of the other party:
 - 4.1. initiate or accept or engage in any discussion or contact of any kind with any officer, shareholder or employee of any member of the other party or any customer, supplier, agent, advisor or banker of the other party in connection with possible business transactions being discussed.
 - 4.2. disclose to any person the existence or contents of this letter or the fact that discussions are taking or have taken place between the parties or the possible terms, conditions or other facts with respect to the possible business transaction, including the status thereof.
5. The Recipient acknowledges that any Confidential Information obtained by it is done so on a strictly confidential basis and that, to the extent that such information is unpublished price sensitive information, the receipt by the Recipient and/or its directors, officers, employees, agents or advisors (as the case may be) will make the Recipient an insider for the purpose of the Criminal Justice Act 1993.
6. The disclosure of Confidential Information to the Recipient pursuant to the terms of this letter shall be at the sole discretion of the Discloser and nothing in this letter shall constitute or form the basis of an agreement, undertaking or other obligation on either party to provide any Confidential Information (any part thereof) to the other party.
7. This Agreement is the entire agreement between the parties and supersedes all prior understandings and agreements concerning this subject matter. All additions or modifications to this Agreement must be in writing and signed by the authorised representatives of both parties. This Agreement shall be governed by the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts. The parties agree to comply strictly with all applicable export control law and regulations. The obligations under this Agreement shall continue for a period of two (2) years from the

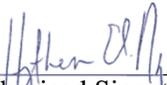
date hereof. Recipient acknowledges that monetary damages may not be sufficient remedy for unauthorised use or disclosure of Discloser's Confidential Information, or for breach of this Agreement, and Discloser shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

8. This agreement is to be construed in accordance with English Law. The parties agree to submit to the non-exclusive jurisdiction of the English Courts.
9. The Company acknowledges that (i) TA Associates and its affiliates are engaged in the business of private equity investing and may from time to time invest in entities that develop and utilize technologies, products or services that are similar to or competitive with those of the Company, and (ii) this Agreement shall not prevent TA Associates or its affiliates from (a) evaluating or engaging in investment discussions with, or investing in or acquiring, any third party or (b) engaging in or operating any business, in each case whether or not competitive with the Company or its affiliates, provided that neither TA Associates nor its Representatives disclose any Confidential Information in violation of this Agreement. In addition, none of the provisions of this Agreement shall in any way apply to any portfolio company of yours so long as the Confidential Information is not disclosed to such portfolio companies or their representatives.

IN WITNESS WHEREOF, and intending to be legally bound hereby, and further intending to bind its employees, contractors and agents, the parties have executed this Agreement as of the Effective Date.

ACCEPTED BY:
TA ASSOCIATES MANAGEMENT, LP

ACCEPTED BY:
SANDERSON GROUP PLC



(Authorised Signatory)



(Authorised Signatory)

Name Hythem El-Nazer
(Print)

Name Richard Mogg
(Print)

Title Managing Director
(Print)

Title Group Finance Director
(Print)

Date March 29, 2019

Date 29 March 2019