Mitie Group plc
Level 12, The Shard,
32 London Bridge Street,
London, SE1 9SG

The Directors
OCS Group Topco Limited
Second Floor
81 Grace Church Street
London
EC3V 0AU

[redacted]

For the attention of [redacted]

By email only [redacted]

STRICTLY PRIVATE AND CONFIDENTIAL

21 April 2026

Dear Sirs,

We refer to the discussions in connection with a proposed or possible offer by OCS Group Topco Limited ("**Topco**", or the "**Potential Offeror**") to acquire the entire issued and to be issued share capital of Mitie Group plc ("**Mitie**"), such offer and/or its implementation being referred to in this letter as the "**Transaction**" (whether made by Topco, an Associate of Topco, its affiliate or a newly established bid vehicle owned by Topco, an Associate of Topco or its affiliate (where "affiliates" in this paragraph mean a member of the Topco Group or a bid vehicle managed or advised by CD&R), the "**Bid Vehicles**").

In consideration of each Party agreeing to make available to the other Party, together with the Authorised Recipients, certain Confidential Information, each Party undertakes to the other Party in the terms set out below.

1 Definitions

1.1 The following definitions apply for the purposes of this letter:

"**Associate**", in relation to any person, means:

(i) any holding company or parent undertaking or subsidiary or subsidiary undertaking of such person or of any such holding company or parent undertaking (as such terms are defined in the Companies Act 2006);

(ii) any person who would otherwise be acting in concert with such person as defined in the Code; and

(iii) in the case of Topco, CD&R,

in each case, from time to time;

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"**Authorised Recipients**" has the meaning in paragraph 2.1;

"**CD&R**" means Clayton, Dubilier & Rice LLC and the members of its Group including CD&R LLP but excluding any portfolio company of CD&R other than Topco and members of its Group;

"**Code**" means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel;

"**Confidential Information**" means information of whatever nature relating directly or indirectly to the Provider or any member of its Group or any of its Associates which is made available (whether on or after the date of this letter) to the Recipient and/or the Authorised Recipients for the purpose of considering, negotiating, advising in relation to, implementing or furthering the Transaction in whatever form or medium including, written, visual, electronic or oral and includes any part of any information, analyses, compilations, notes, studies, memoranda or other documents to the extent derived from, containing or reflecting such information but excludes information which:

(i) is publicly available at the time of its disclosure under this letter;

(ii) becomes publicly available following disclosure under this letter (other than as a result of disclosure by the Recipient or any of its Authorised Recipients contrary to the terms of this letter);

(iii) was lawfully in the Recipient's possession or that of an Authorised Recipient prior to disclosure under this letter (as can be demonstrated by the Recipient's or such Authorised Recipient's written records or other reasonable evidence) free of any restriction as to its use or disclosure; or

(iv) following disclosure under this letter, becomes available to the Recipient (as can be demonstrated by the Recipient's written records or other reasonable evidence) from a source other than the Provider, which source is not bound by any obligation of confidentiality to the Provider in relation to such information;

"**Connected Persons**" means, in relation to a party, its Associates and its and their respective directors, officers, and employees;

"**Finance Provider**" means a provider or prospective provider of finance to the Potential Offeror in connection with the Transaction in respect of whom the Potential Offeror has obtained the prior written consent of Mitie, provided that: (i) in considering such consent request prior to any announcement of a firm offer under Rule 2.7 of the Code, Mitie shall act in good faith and not unreasonably withhold or delay consent; and (ii) such consent shall not be needed in connection with any syndication of debt following any announcement of a firm offer under Rule 2.7 of the Code by the Potential Offeror or any person acting in concert with the Potential Offeror, in each case together with any director, officer, employee, adviser, agent or representative of such provider or prospective provider of finance;

"**Group**", in relation to any person, means any corporations which are holding companies, parent undertakings, subsidiaries, or subsidiary undertakings (as such terms are defined in the Companies Act 2006) of it or of any such holding company from time to time;

"**Mitie Nominated Representatives**" has the meaning given in paragraph 5.1;

"**Panel**" means the Panel on Takeovers and Mergers;

"**Part VI Rules**" means any of the UK Listing Rules, Disclosure Guidance & Transparency Rules, Public Offers and Admissions to Trading Regulations 2024, or Prospectus Rules: Admission to Trading on a Regulated Market made by the Financial Conduct Authority in exercise of its functions as competent authority pursuant to Part VI of the Financial Services and Markets Act 2000 ("**FSMA**");

"**Party**" means each of Mitie Group plc and OCS Group Topco Limited (and the term "**Parties**" shall be construed accordingly);

"**personal data**" means such Confidential Information as relates to identified or identifiable living individuals;

"**Potential Offeror Nominated Representatives**" has the meaning given in paragraph 5.2;

"**Provider**" means, in relation to either Party, the person providing Confidential Information to the other Party pursuant to this letter;

"**Recipient**" means, in relation to either Party, the person to whom Confidential Information is furnished by the other Party pursuant to this letter; and

"**Relevant Securities**" has the meaning given in paragraph 14.2.

1.2 The words "including", "include", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

1.3 The words "to the extent that" shall mean "to the extent that" and not solely "if" and similar expressions shall be construed in the same way.

1.4 References to: (i) a person include any company, corporation, firm, joint venture, partnership or unincorporated association (whether or not having separate legal personality); and (ii) a company include any company, corporation or body corporate, wherever incorporated.

1.5 The singular shall include the plural and vice versa.

2 Confidential Information

Subject to paragraph 3 (*Existence of the Transaction*), paragraph 4 (*Finance Providers*), and paragraph 11 (*Permitted Disclosure*), and always to Rule 2.3(d) of the Code, the Recipient shall:

2.1 keep the Confidential Information secret and confidential and not disclose any of it to any person (for the avoidance of doubt, including its shareholders) other than individuals:

2.1.1 who are:

(i) directors, partners, officers, consultants, agents or employees of the Recipient or its Associates, or any Bid Vehicle; or

(ii) directors, partners, officers, consultants, agents or employees of any of the Recipient's or its Associates' or its Bid Vehicle's advisers (including attorneys, accountants and financial advisers) and insurance brokers,

in each case, who need to know the same for the purposes of considering, evaluating, negotiating, advising on, furthering or implementing the Transaction; or

2.1.2 to whom disclosure is permitted by paragraph 4 (*Finance Providers*),

(together, the "**Authorised Recipients**");

2.2 only use the Confidential Information for the sole purpose of considering, evaluating, negotiating, advising on, financing, approving, furthering or implementing the Transaction and shall not use it for any other purpose;

2.3 keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party, and shall otherwise comply with applicable data protection legislation, including by taking such security measures against unauthorised or unlawful processing or actual loss or destruction of, or damage to, personal data as may be required under that legislation;

2.4 not make any copies of Confidential Information or reproduce it in any form (except for the purpose of supplying the same to those to whom disclosure is permitted in accordance with this letter);

2.5 inform the Provider as soon as possible if the Recipient becomes aware that Confidential Information has been disclosed to an unauthorised third party; and

2.6 maintain a list (or, in the case of the Recipient's and its Associates' advisers, direct that lists are maintained) of the names of all persons in each of the Recipient, its Associates and/or its and its Associates' advisers in each case that have received or have access to any Confidential Information.

3 Existence of the Transaction

3.1 Subject to paragraph 4 (*Finance Providers*), paragraph 11 (*Permitted Disclosure*) and to paragraph 17 (*Insider Dealing and Market Abuse*), and always to Rule 2.3(d) of the Code, the Parties shall, and shall procure that their respective Authorised Recipients shall, keep secret and confidential the existence, status, progress, and contents of any negotiations or discussions relating to the Transaction, any terms proposed in relation to the Transaction and the existence and contents of this letter (the "**Proposed Transaction Details**") and shall not, without the prior written consent of the other Party, directly or indirectly:

3.1.1 make any disclosure or announcement concerning, or otherwise publicise, the Transaction, the Proposed Transaction Details or any other arrangement with the other Party connected in any way with the Transaction;

3.1.2 while discussions regarding the Transaction are continuing, visit or inspect any of the properties owned or occupied by any member of the other Party's Group other than in the ordinary course of business unrelated to the Transaction without the prior written consent of the other Party;

3.1.3 disclose the Transaction or otherwise discuss the Transaction or the Proposed Transaction Details with any of its own shareholders (unless the relevant shareholder is represented on its board or the Transaction or the possibility of the Transaction has been announced in accordance with the terms of this letter); or

3.1.4 disclose the Transaction or otherwise discuss the Transaction or the Proposed Transaction Details or contact or enter into any communication with any person known by such Party or any Authorised Recipient (as relevant) to be a current shareholder, customer, director, partner, officer or employee of the other Party and its Group in relation to the Transaction (otherwise than where permitted pursuant to paragraph 5 (*Nominated Representatives*)).

3.2 Each Party represents and warrants that, as at the date of this letter, it has not, and to the best of its knowledge and belief, its Authorised Recipients have not, taken any action which would have been contrary to the prohibitions as set out in paragraph 3.1.4 above had this letter already been entered into.

3.3 Subject always to paragraph 11 (*Permitted Disclosure*), neither Party shall, and shall procure that its Associates and its and their advisers shall, not (unless authorised to do so in writing by the other Party) disclose the existence of the Potential Offeror as an offeror or possible offeror in the Transaction, the terms of the Transaction, the fact that discussions are taking place with the Potential Offeror, the existence or terms of this letter, the fact that Confidential Information has been made available to either Party or any Authorised Recipient, or any confidential information provided by either Party or any Associate to any person other than individuals who are: (i) directors, partners, officers or employees of the other Party or any member of its Group; or (ii) directors, partners, officers or employees of the other Party or any member of its Group's advisers and insurance brokers, in each case, who need to know the same for the purposes of considering, evaluating, negotiating, advising on, implementing or furthering the Transaction.

4 Finance Providers

Without prejudice to paragraph 2 (*Confidential Information*) and paragraph 3 (*Existence of the Transaction*) and subject to paragraph 11 (*Permitted Disclosure*), the Potential Offeror may only disclose Confidential Information and/or the Proposed Transaction Details to the Finance Providers (including any equity investors in the Potential Offeror) who need to know the same for the purposes of considering, evaluating or advising on the financing of the Transaction provided that, prior to any such disclosure, each Finance Provider is informed of and agrees to observe the obligations regarding Confidential Information and the Proposed Transaction Details in this letter.

5 Nominated Representatives

5.1 The Potential Offeror shall (and shall procure that its Authorised Recipients shall), in relation to the Transaction, the Proposed Transaction Details and the Confidential Information, make contact and deal only with the persons whose names are set out in Schedule 1 or who are subsequently notified in writing to the Potential Offeror by or on behalf of Mitie (the "**Mitie Nominated Representatives**").

5.2 Mitie shall (and shall procure that its Authorised Recipients shall), in relation to the Transaction, the Proposed Transaction Details and the Confidential Information, make contact and deal only with the persons whose names are set out in Schedule 2 or who are subsequently notified in writing to Mitie by or on behalf of the Potential Offeror (the "**Potential Offeror Nominated Representatives**")

5.3 Each Party's advisers may communicate with the other Party's advisers in connection with the Transaction and the Proposed Transaction Details.

6 Authorised Recipients

6.1 Each Party shall procure that each Authorised Recipient to whom Confidential Information is to be made available is fully aware of such Party's obligations regarding Confidential Information under this letter and shall observe the obligations contained in this letter regarding Confidential Information.

6.2 Each Party shall be liable to the other Party for any breach of this letter by such persons whose actions it is required to direct and/or procure (and any action by such person that would constitute a breach of this letter by such person, if that person was party to the letter as an Authorised Recipient and had an obligation to the other Party in the letter to take the actions that such Party is required by the letter to direct that it take) save for any such Authorised Recipients who have agreed in writing directly with the other Party to be bound by the provisions of this letter.

7 Return and Destruction of Confidential Information

The Recipient shall, at its expense, as soon as practicable following termination of discussions concerning the Transaction and in any event within seven days of receipt of a written demand from the Provider:

7.1 return or destroy, or procure the return or destruction of, all originals and hard copies of documents containing Confidential Information provided by or on behalf of the Provider to the Recipient or its Authorised Recipients;

7.2 so far as it is practicable to do so, permanently erase, or procure the permanent erasing of, all electronic copies of any Confidential Information; and

7.3 on request by the Provider, confirm in writing that the requirements of this paragraph have been fully complied with, provided that, without prejudice to any duties of confidentiality in relation to such Confidential Information contained in this letter:

7.3.1 the Recipient and its Authorised Recipients may retain any Confidential Information as may be required by law or regulation or requirement of any regulatory or governmental authority or stock exchange, including the rules of a professional body or any bona fide document retention and compliance policy; and

7.3.2 nothing shall require the erasure or destruction of automatic back-up electronic archives, provided that: (i) such information is not generally accessible to anyone other than the Recipient or the Authorised Recipient (as applicable); and (ii) if the Confidential Information contains personal data, the Recipient or the Authorised Recipient (as applicable) shall not retain any such Confidential Information to the extent the retention is in breach of applicable data protection legislation.

8 Ownership of Confidential Information

The Confidential Information shall remain the property of the respective Provider 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 letter.

9 No Offer and no breach of competition law

9.1 Neither the Confidential Information nor anything else in this letter shall constitute an offer by or on behalf of either Party and each Party shall be under no obligation to accept any offer or proposal which may be made by the other Party or on the other Party's behalf.

9.2 Each Provider shall ensure that it shall only provide Confidential Information to the Recipient that it is entitled to share with the Recipient in accordance with competition law.

10 No Representation

None of the Confidential Information has been subject to verification, and neither the Provider nor any member of its Group nor any of its representatives or advisers accepts responsibility for or makes any representation, express or implied, or gives any warranty with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection with the Confidential Information and the Recipient undertakes to the Provider (for itself and as trustee for all other companies in its Group and its representatives and advisers) to waive any liability which such Parties may incur by reason of the Recipient's use of, or reliance upon, any of the Confidential Information.

11 Permitted Disclosure

The provisions of paragraph 2 (*Confidential Information*), paragraph 3 (*Existence of the Transaction*) and paragraph 4 (*Finance Providers*) shall not restrict any disclosure of Confidential Information and the Proposed Transaction Details to the extent required by law or by any court of competent jurisdiction, the Part VI Rules, the rules and regulations of the London Stock Exchange (or any other stock exchange on which either Party's shares are listed, traded or quoted), the Code or any enquiry or investigation by any governmental, official or regulatory body (including, without limitation, any relevant securities exchange) which is lawfully entitled to require any such disclosure provided that, to the extent reasonably practicable and permitted by applicable law and regulation, prior to such disclosure, the relevant Party shall to the extent reasonably practicable in the circumstances promptly consult the other Party in advance of such disclosure with a view to providing the opportunity for the relevant Party to avoid or limit such disclosure or otherwise to agree the timing, form and content of such disclosure.

12 No Collusion

Without prejudice to paragraph 2 (*Confidential Information*), paragraph 3 (*Existence of the Transaction*) and paragraph 4 (*Finance Providers*), the Potential Offeror shall not, and shall procure that none of its Associates, nor its or its Associates' advisers shall, without Mitie's prior written consent (with such consent not to be unreasonably withheld or delayed) discuss with, or communicate to, any person any aspect of the Transaction (including the conduct of, and the terms, of the Transaction and any offer in relation to the Transaction) for the purposes of pursuing the Transaction through creating or joining a consortium or bringing in a co-investor.

13 Non-solicitation of Employees

13.1 Each Party agrees that it shall not, and shall procure that its Associates who: (i) have received any Confidential Information; (ii) are aware of the Transaction or any Proposed Transaction Details; or

(iii) are otherwise acting as directed encouraged or suggested by such Party and/or any of its Associates shall not, for a period of one year from the date of this letter, solicit, endeavour to entice away, employ or offer to employ any person who is at any time during the negotiation of the Transaction employed by, or is an officer of the other Party or any member of its Group and is a person who has access to trade secrets or other confidential information of the other Party or its Group and has either (a) participated with the other Party in the discussions relating to the Transaction or (b)() is a member of a functional leadership team or leader of a business line, whether or not such person would commit any breach of their contract of service in leaving their employment.

13.2 Neither: (i) the placing of an advertisement of, and the subsequent recruitment to, a post available to a member of the public generally; nor (ii) any person contacting the relevant Party or any of its Associates of their own initiative for the purpose of seeking employment without any encouragement or solicitation by the relevant Party, its Associates and/or any agency which are acting under the instructions of the relevant Party and/or its Associates to do so; nor (iii) the recruitment of a person through an employment agency nor the recruitment of a person where discussions commenced prior to the date of this letter shall constitute a breach of this paragraph 13 provided that, in the case of the recruitment of a person through an agency, neither the relevant Party nor any of its Associates encourages or advises such agency to approach any such person.

14 Restrictions on Share Acquisitions

14.1 Subject to paragraph 17 (*Insider Dealing and Market Abuse*), and without prejudice to any obligations it may have at law, under other provisions of this letter, under the Code or otherwise, the Potential Offeror agrees that it:

14.1.1 shall not; and

14.1.2 shall procure that each of its Associates and any Bid Vehicle who: (i) have received any Confidential Information; (ii) are aware of the Transaction or any Proposed Transaction Details; or (iii) are otherwise acting as directed, encouraged or suggested by the Potential Offeror and/or any of its Associates and/or any Bid Vehicle and its and any such Associates' representatives shall not,

directly or indirectly, alone or with others, for a period of one year from the date of this letter, without the prior consent in writing of Mitie, be involved in any Prohibited Activity.

14.2 For the purposes of this paragraph 14, each of the following is a "**Prohibited Activity**":

14.2.1 acquiring or seeking to acquire any interest in the shares (as defined in the Code) of Mitie, including rights to acquire, rights to subscribe for, options in respect of, and derivatives referenced to, such securities ("**Relevant Securities**");

14.2.2 entering into any agreement or arrangement (conditionally or otherwise and whether legally binding or not) with any person in relation to the acquisition of such Relevant Securities;

14.2.3 subject to paragraph 11 (*Permitted Disclosure*), paragraph 3 (*Existence of the Transaction*) and paragraph 5 (No*minated Representatives*), communicating with any shareholder of Mitie without the prior written consent of the Provider, with the purpose or effect of encouraging such shareholder to:

(i) oppose the board of directors of Mitie's business strategy or management of the business; or

(ii) request (publicly or otherwise) that the board of directors of Mitie takes a particular course of action, or otherwise seek to influence the position of the board of directors of Mitie, in relation to any proposal, possible offer or offer for all or any part of the voting share capital of Mitie announced by the Potential Offeror or any other party;

14.2.4 making a general offer, including a mandatory offer, for all or any part of the share capital of Mitie;

14.2.5 subject to paragraph 11 (*Permitted Disclosure*), announcing, or taking any action which, under the Code or otherwise, would require the announcement of, any proposals for any takeover, merger, consolidation or share exchange or similar transaction involving the securities of Mitie;

14.2.6 taking any step which might give rise to any obligation under the Code to make any offer for all or any part of the share capital of Mitie; or

14.2.7 assisting or advising any person in relation to any of the foregoing.

15 Expiry of Restrictions on Share Acquisitions

The restrictions in paragraph 14 (*Restrictions on Share Acquisitions*) and paragraph 3 (*Existence of the Transaction*) (without prejudice to other obligations or restrictions) shall cease to apply:

15.1 if the Potential Offeror or any of its Associates or any Bid Vehicle publishes an announcement of a recommended offer under Rule 2.7 of the Code to acquire Mitie (including by way of scheme of arrangement); or

15.2 if any person other than the Potential Offeror or any of its Associates, or any Bid Vehicle:

15.2.1 shall have become interested (as defined in the Code) in shares carrying more than 29.9 per cent of the voting rights (as defined in the Code) of Mitie;

15.2.2 makes, or announces under Rule 2.7 of the Code, an offer to acquire Mitie (including by way of scheme of arrangement);

15.2.3 makes, or announces under Rule 2.4 of the Code, a possible offer to acquire Mitie (including by way of scheme of arrangement) and: (i) the board of directors of Mitie publicly announces that it would be minded to recommend such possible offer; or (ii) such person is not subject to a standstill agreement with Mitie (on equivalent terms to those in paragraph 14 (*Restrictions on Share Acquisitions*)) and such person acquires or seeks to acquire (including by entering into any agreement or arrangement) any interests in Relevant Securities; or

15.2.4 with the agreement of Mitie, announces a proposal to seek shareholders' approval to avoid making an offer which would otherwise be required under Rule 9 of the Code.

15.3 In the event that the Potential Offeror, any of its Associates or any Bid Vehicle, directly or indirectly, acquires any interests in securities of Mitie in breach of paragraph 14 (*Restrictions on Share Acquisitions*), then, on written request of Mitie (without prejudice to any other right of Mitie under this letter) the Potential Offeror shall dispose of or procure the disposal of such interest within five business days of such request.

16 Limitations on Restrictions on Share Acquisitions

Nothing in paragraph 14 (*Restrictions on Share Acquisitions*) (without prejudice to other obligations or restrictions) shall prevent the acquisition of any interest in securities in Mitie:

16.1 by any exempt principal trader in the same group as the Potential Offeror's or any of its Associates' financial advisers engaged in connection with the Transaction, provided any such dealings comply with Rule 38 of the Code;

16.2 by any financial adviser to the Potential Offeror or any of its Associates in the normal course of their investment or advisory business, provided that such action did not arise, directly or indirectly from the instructions of, or otherwise in conjunction with or on behalf of, the Potential Offeror or any of its Associates;

16.3 by any person acquiring such interests as part of ordinary course index tracking activities or normal activity as a fund manager, market-maker, broker or provider of trustee or nominee services, provided that such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, the Potential Offeror or any of its Associates; or

16.4 with the prior written consent of Mitie.

17 Insider Dealing and Market Abuse

Each Party acknowledges that the Confidential Information and the Proposed Transaction Details are given in confidence and that some or all of the Confidential Information and the Proposed Transaction Details may be inside information for the purposes of the Market Abuse Regulation (EU) No 596/2014, as it forms part of retained EU law as defined in the EU (Withdrawal) Act 2018 in the United Kingdom ("**MAR**") and the Criminal Justice Act 1993 (the "**CJA**") and that:

17.1 once it has received such information it must not act or use the information in any way that contravenes Article 8 MAR (insider dealing), Article 10 MAR (unlawful disclosure of inside information) and/or Article 12 MAR (market manipulation) for such time as the information remains inside information; and

17.2 subject to and in accordance with applicable law, it must not deal in securities that are price-affected securities (as defined in the CJA) in relation to the inside information, encourage another person to deal in price-affected securities or disclose the information (except as permitted by the CJA) for such time as the information remains inside information.

18 Privilege

Each Party represents and agrees that to the extent any Confidential Information attracts any form of privilege or refers to other documents which attract any form of privilege, then such privilege shall not be waived, prejudiced or otherwise affected in any way (directly or indirectly) by being made available to such Party. Each Party acknowledges that the other Party expressly relies on such representation and agreement in permitting the Recipient to have access to such Confidential Information.

19 Principal

Each Party confirms that it is acting as a principal on its own account and not as an agent or broker for any other person and that it shall be responsible for any costs incurred by it or on its behalf in connection with the Transaction and/or the consideration and evaluation of the Confidential Information.

20 Duration

The obligations set out in this letter (other than paragraph 13 (*Non-solicitation of Employees*) and paragraph 14 (*Restrictions on Share Acquisitions*) which shall be subject to the time periods as specified in the respective paragraphs) shall cease to have effect upon completion of the Transaction. In the event of the termination of discussions or negotiations relating to the Transaction, the obligations set out in this letter shall continue in full force and effect notwithstanding the return or destruction of Confidential Information and any copies of it until the expiry of the period ending 18 months from the date of this letter.

21 Waiver

No failure or delay by either Party in exercising any of its rights under this letter shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights.

22 Remedies

Without prejudice to any other rights or remedies which either Party may have, each Party acknowledges and agrees that damages would not be an adequate remedy for any breach by either Party of the provisions of this letter and each Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the other Party or any other relevant person and no proof of special damages shall be necessary for the enforcement by either Party of the rights under this letter.

23 Assignment

23.1 The Recipient agrees that the rights of the Provider under this letter may be assigned or transferred in whole or in part to any third party which may acquire a direct interest in the Provider or any member of its Group which may subsequently be acquired and that such third party may enforce this letter to the same extent and in the same manner as the Provider can enforce it.

23.2 Subject to paragraph 23.1, neither Party shall assign, transfer, declare a trust for the benefit of or in any other way alienate any of its rights under this letter whether in whole or in part without the prior written consent of the other Party.

24 Variation

No variation of this letter shall be effective unless in writing and signed by or on behalf of each of the Parties.

25 Severability

If any provision of this letter shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. To the extent it is not possible to delete or modify the provision, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this letter and the legality, validity and enforceability of the remainder of this letter shall, subject to any deletion or modification made under this paragraph, not be affected.

26 Notices

26.1 Any notice, claim or demand in connection with this letter shall be given in writing to the relevant Party at the address stated in this letter (or such other address as it shall previously have notified to the other Party).

26.2 Any notice sent by hand shall be deemed received when delivered, any notice sent (to the address set out at the beginning of this letter) by first class post shall be deemed received 48 hours after posting and any notice sent by email shall be deemed to be received at the time of sending provided that receipt shall not occur if the sender receives an automated message that the email has not been delivered to the recipient.

27 Third Party Rights

27.1 Save as provided in paragraph 27.2, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

27.2 Each Party agrees that its Connected Persons and the Connected Persons of the other Party shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this letter (as amended from time to time), subject to and in accordance with the terms of paragraph 29 (*Governing Law and Jurisdiction*).

27.3 Notwithstanding the foregoing, under no circumstances shall any consent be required from any such Connected Person for the termination, rescission, amendment, or variation of this letter, whether or not such termination, rescission, amendment, or variation affects or extinguishes any such benefit or right.

28 Counterparts

This letter may be entered into in any number of counterparts, all of which taken together shall constitute one and the same letter. Either Party may enter into this letter by signing any such counterpart.

29 Governing Law and Jurisdiction

29.1 This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English and Welsh law.

29.2 Each of the Parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this letter shall be brought in such courts. Each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

30 Entire Agreement

This letter contains the entire agreement of the Parties with respect to the subject matter herein and supersedes any prior written or oral agreements between the Parties.

Please indicate your acceptance of these terms by signing the enclosed duplicate of this letter and returning it to us.

Yours faithfully

[redacted]....

Title: [redacted]

For and on behalf of Mitie Group plc

We hereby agree to the terms of your letter dated 21 April 2026 of which a copy is set out above.

[redacted]

Title: [redacted]

For and on behalf of OCS Group Topco Limited

Dated: 21 April 2026 ....

Schedule 1

Persons with whom the Potential Offeror may make contact (paragraph 5.1)

[redacted]

Schedule 2

Persons with whom Mitie may make contact (paragraph 5.2):

[redacted]