

Strictly Private and Confidential

ABC Technologies Inc.

2 Norelco Drive, Toronto,
Ontario,
Canada,
M9L 2X6

For the attention of Terry Campbell, CEO

9 October 2024

Dear Sir / Madam,

Project Golf: Confidentiality Agreement

In connection with your consideration of a possible recommended offer by one or more of the Affiliates of ABC Technologies Inc. (the “**Bidder**”) to acquire the issued and to be issued share capital of TI Fluid Systems plc (the “**Company**”) (the “**Proposed Transaction**”), this letter sets out the terms on which we agree to supply you with Confidential Information (as defined below).

In consideration of the Company disclosing Confidential Information to the Bidder and its Connected Persons, the Bidder acknowledges that the Confidential Information is confidential and is received under a duty of confidentiality to the Company and agrees and undertakes on the terms of this letter. The undertakings in this letter are given in favour of the Company and each member of its Group.

1. DEFINITIONS AND INTERPRETATION

1.1 In this letter agreement, unless the context requires otherwise:

“**Affiliate**” means: (a) in relation to a person, any other person (other than an excluded affiliate) directly or indirectly controlling, controlled by or under common control with such person, where “control” when used with respect to any person means the power to direct or cause the direction of the management, business, activities or policies of such person, directly or indirectly, whether through the ownership of voting securities or partnership or ownership interests, by contract or otherwise; and (b) in relation to the Bidder, includes investment funds (the “**Apollo Funds**”) managed or advised by certain of the affiliates of Apollo Global Management, Inc. and its other subsidiaries (together, “**Apollo**”), including (without limitation) any of that person’s group undertakings and any fund managed or advised by any such person or any of its group undertakings and any portfolio company of any such fund;

“**Applicable Data Protection Laws**” means the General Data Protection Regulation 2016/679 (the “**GDPR**”), the UK Data Protection Act 2018 (the “**DPA**”) and the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (together with the

DPA, the “**UK GDPR**”), and any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements any of the above, in each case as amended, consolidated, re-enacted or replaced from time to time;

“**Authorised Recipients**” means each of the Bidder’s Connected Persons who receives Confidential Information for the purposes of or in connection with evaluating, negotiating or advising in connection with the Proposed Transaction;

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

“**Confidential Information**” means:

- (a) all non-public information in whatever form (including in written, oral, visual or electronic form) in connection with the Proposed Transaction or otherwise related to the Company or any member of its Group which is supplied to the Bidder or its Connected Persons, on or after the date of this letter, by or on behalf of the Company or any of its Connected Persons or which comes to the Bidder’s attention in connection with the Proposed Transaction;
- (b) the existence, status or progress of the Proposed Transaction including the existence and contents of this letter, the fact that information has been made available, the fact that discussions and negotiations may be taking place in relation to the Proposed Transaction and the status or content of such discussions (“**Transaction Information**”); and
- (c) the portion of all documents that contain or reflect or are generated from any of the foregoing and all copies of any of the foregoing;

“**Connected Persons**” means, in relation to the relevant party:

- (a) each member of its Group;
- (b) each of its and the member of its Group’s Representatives (and any directors, officers, employees and partners of any such Representatives);
- (c) with respect to the Bidder only, Apollo, its Affiliates and any other provider or prospective provider of debt or equity finance to the Bidder or its Affiliates in connection with the Proposed Transaction; and
- (d) any Representatives (and any directors, officers, employees, agents and partners of any such Representative (as applicable)) of any person referred to in paragraph (c) above, to the extent such Representatives (and any directors, officers, employees, agents and partners of any such Representative (as applicable)) are involved in the Proposed Transaction;

“**Controller to Controller Clauses**” means, as relevant, the standard contractual clauses for the transfer of Personal Data to Third Countries set out in Commission Decision 2021/914 of 4 June 2021, specifically including Module 1 (Controller to Controller) (the “**EU SCCs**”), or the International Data Transfer Addendum to the EU SCCs (version B.1.0) issued by the relevant competent authority of the UK in respect of transfers of Personal Data from the UK, in each case as amended, updated or replaced from time to time;

“excluded affiliates” means direct or indirect portfolio companies of investment funds advised, sub-advised or managed by Apollo and/or its respective Affiliates who have not received Confidential Information from or on behalf of Apollo and/or its respective Affiliates (provided that it is acknowledged and agreed that: (a) certain directors, officers or employees of Apollo 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);

“Group” means:

- (a) in relation to the Company, the Company and each of its subsidiary undertakings from time to time; and
- (b) in relation to the Bidder and each of its subsidiary undertakings from time to time;

“Group Company” means any member of the Group;

“interest” in shares or securities shall be construed in accordance with the Code;

“Key Employee” means a director, officer or employee who (i) holds office in a senior managerial or senior executive capacity, or (ii) who has been identified to the Bidder during the negotiations in relation to the Proposed Transaction (in either case, for the avoidance of doubt, excluding the non-executive directors of the Company);

“Panel” means The Panel on Takeovers and Mergers;

“parties” means the Bidder and the Company and **“party”** shall be construed as any one of them;

“Personal Data” has the meaning given to it in the Applicable Data Protection Laws;

“Representatives” means, in relation to a person, its directors, members, officers, employees, contractors, agents, consultants and professional advisers (including, but not limited to, legal advisers, consultants, accountants and financial advisers), including to any funds or vehicles (including co-invest funds) managed or advised by you or any of your Affiliates and the general partners of such funds;

“Standstill Period” means the period commencing on the date of this letter and ending on the date which is 6 months from the date of this letter;

“Third Country” means:

- (a) in relation to Personal Data transfers subject to the GDPR, any country outside of the scope of the data protection laws of the European Economic Area, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time; and
- (b) in relation to Personal Data transfers subject to the UK GDPR, any country outside of the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time to time; and

“UK” means the United Kingdom.

- 1.2 “**Holding company**” and “**subsidiary**” mean “**holding company**” and “**subsidiary**” respectively as defined in section 1159 of the Companies Act 2006 and “**subsidiary undertaking**” means “**subsidiary undertaking**” as defined in section 1162 of the Companies Act 2006, provided that, for the purposes of this letter agreement, a “**subsidiary undertaking**” shall include any person the shares or ownership interests in which are subject to security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such security.
- 1.3 References to a “**person**” includes any individual, partnership, body corporate, corporation sole or aggregate, state or agency of a state, and any unincorporated association or organisation, in each case whether or not having separate legal personality.
- 1.4 Words introduced by the word “**other**” shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things.
- 1.5 General words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words “**includes**” and “**including**” shall be construed without limitation.

2. CONFIDENTIAL INFORMATION

- 2.1 The Bidder and each Authorised Recipient shall hold the Confidential Information in strict confidence and shall not use, disclose, reproduce, distribute or otherwise make available any Confidential Information in any way (whether in whole or in part, directly or indirectly), or permit any of the foregoing for any commercial, trading, investment financial or other advantage over the Group, except to the extent reasonably necessary for evaluating, negotiating, financing, advising on and/or implementing the Proposed Transaction, and provided any disclosure, reproduction or distribution may only be to Authorised Recipients unless otherwise permitted pursuant to the terms of this letter.
- 2.2 Subject to paragraph 3.2 and save as otherwise permitted by this letter or as consented to in writing by the Company, the Bidder and its Authorised Recipients shall not make (or permit or assist any other person to make) any announcement or disclosure publicly in relation to the Proposed Transaction or to reveal (other than to an Authorised Recipient) that negotiations or discussions are (or were) taking place with the Company in connection with the Proposed Transaction, the status or progress of such negotiations (including termination of negotiations) or discussions or that Confidential Information has been provided. To the extent that the Company consents to any of the actions listed in paragraph 9.1, which are also prohibited by this paragraph 2.2, then no further or separate consent shall be required pursuant to this paragraph 2.2 for such action and such consent shall be deemed to apply accordingly. Notwithstanding the foregoing, if at any time the restrictions in paragraph 9.1 cease to apply by virtue of paragraph 9.2, you will not be restricted by this letter from making any announcement or disclosure containing Transaction Information.
- 2.3 The Bidder and each Authorised Recipient shall:
 - (a) take all reasonable steps to ensure that the Confidential Information is protected against theft or unauthorised access with no lesser degree of care and no less robust security measures than those which would apply to the Bidder’s or such Authorised Recipient’s own confidential information;

- (b) maintain and, upon the Company's written request, promptly provide the Company with an "insider list" of the names and addresses of all persons to whom Confidential Information has been disclosed (which may be on an entity-by-entity basis for Authorised Recipients which are not in such party's Group); and
 - (c) notify the Company in writing promptly upon becoming aware that Confidential Information has been disclosed to or has come into the possession of any person in breach of this letter, with details of the full circumstances thereof which are then known to the Bidder or such Authorised Recipient and take such reasonable steps as the Company may request to retrieve such Confidential Information and/or protect it from further unauthorised disclosure.
- 2.4 The Bidder shall direct that each Authorised Recipient to whom Confidential Information is disclosed is made aware (in advance of disclosure), and adheres to, the applicable terms of this letter. The Bidder shall be responsible for any breach of the applicable terms of this letter by any Authorised Recipient as if the Bidder were the party that had breached them.

3. PERMITTED DISCLOSURE

- 3.1 The undertakings in paragraphs 2.1 to 2.2 shall not apply to Confidential Information (except in respect of Personal Data) to the extent that any of the following circumstances apply to such Confidential Information:
- (a) the Confidential Information is in the public domain at the time of supply, or subsequently enters the public domain other than as a result of a breach of this letter by the Bidder or its Authorised Recipients;
 - (b) when the Confidential Information was first disclosed to the Bidder or any Authorised Recipient, it was already in the lawful possession or knowledge of the Bidder or that Authorised Recipient and, to the knowledge of the Bidder or its Authorised Recipient (having made reasonable enquiry), is free from any obligation of secrecy or confidence;
 - (c) after the Confidential Information was first disclosed to the Bidder or any Authorised Recipient, it lawfully comes into the possession of the Bidder or its Authorised Recipients from a source other than the Company or any of its Connected Persons and which source, to the knowledge of the Bidder or its Authorised Recipient (having made reasonable enquiry), does not owe an obligation of confidence in respect of it; or
 - (d) the Confidential Information has been independently developed by the Bidder or its Authorised Recipients without use of, or reference to, Confidential Information.
- 3.2 The Bidder and each Authorised Recipient may disclose Confidential Information or make an announcement, disclosure or take any other action of the kind referred to in paragraph 2.2 above:
- (a) to the Panel; and
 - (b) to the extent required by any law, rule (including the Code) or regulation, legal process (including court order and subpoena), the rules and other requirements of any stock exchange, or by any governmental or competent supervisory or regulatory authority (including the Panel) to which that person is subject ("**Applicable Laws**"),

provided that in the case of (b) the Bidder or the Authorised Recipient (as applicable) shall, to the extent lawful and reasonably practicable in the circumstances:

- i. notify the Company of such requirement as soon as reasonably practicable and consult the Company on possible steps to avoid or limit disclosure and take any such steps to agree the form, timing, nature, contents and purpose of the disclosure with the Company prior to making the disclosure or to take any action which the Company may reasonably request to challenge the validity of such requirement;
- ii. disclose only the minimum amount of information which is necessary to satisfy such requirement in the reasonable opinion of the Bidder; and
- iii. keep the Company informed of the circumstances of any such disclosure and all related matters and developments.

3.3 If the Bidder or its Authorised Recipients are not able to inform the Company before any Confidential Information is disclosed, or announcement made, under paragraph 3.2, the Bidder or its Authorised Recipient (as applicable) shall (to the extent permitted by Applicable Law) inform the Company as soon as practicable after the disclosure is made of the circumstances of the disclosure and the information that has been disclosed.

3.4 Nothing in this letter shall prevent the Company from making any public announcement as referred to in Rule 2.3(d) of the Code.

4. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

4.1 Subject to paragraph 4.2, on the Company's written request, the Bidder and each of its Authorised Recipient shall promptly:

- (a) destroy or return (at the Bidder or the Authorised Recipient's sole discretion) all Confidential Information and Personal Data;
- (b) expunge all Confidential Information from any computer, word processor or other device containing Confidential Information; and
- (c) upon written request by the Company, confirm to the Company in writing that they have complied with paragraphs (a) and (b) above.

4.2 The Bidder and each Authorised Recipient may retain any Confidential Information where:

- (a) such Confidential Information has been incorporated in good faith in its board or board committee papers or minutes relating to the Proposed Transaction;
- (b) it is required or requested to do so by any Applicable Laws or by its bona fide internal compliance or audit policies and procedures) to which the Bidder or the Authorised Recipient (as applicable) is subject; and/or
- (c) such Confidential Information is contained in any electronic file created pursuant to any routine backup or archiving procedure so long as such file is not generally accessible beyond the need for disaster recovery or similar operations and provided no attempt is made to recover from such servers of back-up sources.

4.3 Any Confidential Information retained under paragraph 4.2 shall continue to be held in compliance with the applicable terms of this letter for the duration of this letter pursuant to paragraph 10.1.

5. NO REPRESENTATION OR WARRANTY

5.1 The Bidder acknowledges and agrees on its own behalf and on behalf of each Authorised Recipient that neither the Company nor any of its Connected Persons:

- (a) makes any representation or warranty as to the accuracy, reliability or completeness of any of the Confidential Information;
- (b) shall have any liability to the Bidder or any Authorised Recipient or any other person resulting from the use of Confidential Information by the Bidder or any Authorised Recipient;
- (c) shall have any obligation to provide Confidential Information or further Confidential Information, to update any Confidential Information, or to correct any inaccuracies in the Confidential Information;
- (d) shall have any obligation to enter into or continue discussions or negotiations in respect of the Proposed Transaction or to accept, review or consider any proposal or offer made by the Bidder or any Authorised Recipient; or
- (e) shall owe any duty of care to the Bidder or any Authorised Recipient in connection with the Confidential Information or the Proposed Transaction.

5.2 Paragraph 5.1 does not exclude any liability for, or remedy in respect of, fraud.

5.3 All Confidential Information disclosed by or on behalf of the Company to the Bidder or any Authorised Recipient shall remain the sole property of the Company or of the applicable member of its Group.

6. NON-SOLICITATION

6.1 The Bidder and each of its Authorised Recipients shall:

- (a) direct all communications to the Company or its Connected Persons in relation to the Proposed Transaction to or with Tim Cobbold and/or such representatives of Goldman Sachs, Peel Hunt or Latham & Watkins who are notified to you by or on behalf of the Company; and
- (b) not contact or communicate with any member of the Company's Group's directors, officers, employees, shareholders, customers or suppliers, in each case, in connection with the Proposed Transaction without the prior written consent of the Company.

Nothing in this paragraph 6.1 shall prevent the Bidder and its Authorised Recipients from conducting any commercial, market or other similar diligence process in connection with the Proposed Transaction as long as it is conducted through a third party on a no-names basis and with the prior written consent of the Company, or from contacting any person in the ordinary course of business without reference to the Proposed Transaction or any Confidential Information.

- 6.2 For a period of one year after the date of this letter, the Bidder and each Authorised Recipient (except where such Authorised Recipient is a finance provider (or potential finance provider), consultant or professional adviser) shall not directly or indirectly, alone or with others, solicit, engage, employ (whether paid or unpaid) or offer to engage or employ, or direct any other person to do so, any person who is now employed by a member of the Company's Group and who is, in relation to that member's business, a Key Employee. For these purposes, it does not matter whether such Key Employee knows of any Confidential Information, or would commit a breach of such person's contract of employment by reason of such person leaving their employment.

This paragraph 6.2 shall not apply: (a) to a recruitment offer made to or employment of any person who contacts the Bidder or any Authorised Recipient solely on such person's own initiative or responds, without any form of approach or solicitation by or on behalf of the Bidder or an Authorised Recipient; (b) to a general public advertisement or recruitment activities made in the ordinary course of business and not specifically targeted at any such person or member of the Company's Group; or (c) following the cessation of such person's employment with the relevant Group Company without any solicitation or encouragement by or on behalf of the Bidder or any of its Authorised Recipients.

- 6.3 The undertakings in this paragraph 6 are intended for the benefit of the Company and each member of its Group.
- 6.4 The Bidder agrees that each of the restrictions and undertakings contained in this paragraph 6 are reasonable and necessary for the protection of the legitimate interests of the Company in the goodwill of the members of its Group and shall be construed as separate and independent undertakings.

7. COMPLIANCE WITH APPLICABLE DATA PROTECTION LAWS

To the extent that any information (whether or not it is Confidential Information) disclosed by or on behalf of the Company or its Connected Persons to the Bidder or any Authorised Recipients contains Personal Data (as defined by Applicable Data Protection Laws):

- (a) the Bidder and each Authorised Recipient shall:
- (i) comply with Applicable Data Protection Laws when processing Personal Data;
 - (ii) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of processing;
 - (iii) promptly notify the Company if any Personal Data is subject to any unauthorised or unlawful access, loss, destruction or damage; and
 - (iv) promptly assist the Company in complying with any reasonable request to cooperate with any applicable supervisory authority under the Applicable Data Protection Laws; and
- (b) to the extent the Bidder or any Authorised Recipient processes Personal Data in a Third Country and is acting as data importer, the Company shall comply with the data exporter's obligations and the Bidder and each Authorised Recipient shall comply with the data importer's obligations set out in the Controller to Controller Clauses which are

hereby incorporated into and form part of this letter. For the purposes of Annex I.A. or Part 1 (as relevant), the Company and the Bidder and each Authorised Recipient are controllers and the name, address, registration number, contact person's details and relevant activities for each of them is set out in this letter and the start date is the date of this letter; Part 1 (if applicable), the relevant Addendum EU SCCs (as such term is defined in the IDTA) are the EU SCCs, as incorporated into this letter by virtue of this paragraph 7; Annex B or Part 1 (as relevant) of such Controller to Controller Clauses, the Personal Data includes names, contact details and HR data; it relates to data subjects including members of the Company Group's personnel, customers and suppliers; it is processed for the purpose of, and for the duration of, the parties conducting due diligence in respect of the Proposed Transaction; Annex II or Part 1 (as relevant), the security measures set out in the Bidder and each Authorised Recipient's relevant information security documentation shall apply; if applicable, for the purposes of clauses 13,1 7 and 18 and Annex I.C., the governing law and the competent courts shall be those of Ireland and the competent supervisory authority shall be the Irish Data Protection Commissioner. For the purposes of clause II(h) of such Controller to Controller Clauses, the Bidder or such Authorised Recipient (as applicable) is deemed to have selected option (iii).

8. MARKET ABUSE

- 8.1 The Bidder acknowledges and agrees that the Proposed Transaction and some or all of the Confidential Information may be inside information relating to the Company and/or the securities of the Company for the purposes of Part V of the Criminal Justice Act 1993 (the "CJA") and/or the United Kingdom's assimilated version of Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, which is part of United Kingdom law by virtue of the European Union (Withdrawal) Act 2018 ("UK MAR") and that it may accordingly be subject to obligations under UK MAR, CJA and any equivalent applicable legislation in respect of such Confidential Information.
- 8.2 In relation to Confidential Information which constitutes inside information, the Bidder consents to being made an insider within the meaning of the CJA and UK MAR and shall bring to the attention of its Authorised Recipients their obligations and liabilities in relation to inside information under the CJA and UK MAR.

9. STANDSTILL

- 9.1 During the Standstill Period, the Bidder shall not, and shall procure that none of its Affiliates or Authorised Recipients shall, either alone or with other persons, directly or indirectly, whether alone or acting in concert with others, without the Company's prior written consent:
- (a) acquire or offer to acquire any interest in any shares or other securities of the Company (excluding debt securities) ("**Company Securities**") or enter into any agreement, arrangement or understanding (whether legally binding or not) or do or omit to do any act as a result of which it or any person may acquire any direct or indirect interest in any Company Securities;
 - (b) make or announce any potential offer, invitation or solicitation for all or any interest in Company Securities (unless required to do so pursuant to Rule 2.2 of the Code), or enter into any agreement, arrangement or understanding (whether legally binding or not), or do or omit to do any act as a result of which any person may become obliged to make or announce an offer, invitation or solicitation for such an interest;

- (c) take any step which would give rise to any obligation under the Code or otherwise to make an offer for all or any part of the share capital of the Company;
- (d) make or in any way participate in any solicitation of proxies or votes or any attempt to influence votes from or by any holder of voting shares or other Company Securities in connection with any vote of holders of Company Securities or requisition or join in requisitioning or attempt to induce any other person to requisition any general meeting of the Company; or
- (e) enter into any agreement or arrangement (whether or not legally binding) with any person relating to or connected with any of the foregoing.

9.2 The restrictions in paragraph 9.1 shall cease to apply on the earlier of:

- (a) the board of directors of the Company or any committee of the board of directors constituted in relation to the Proposed Transaction agrees to recommend an offer (including by way of a scheme of arrangement) for the Company by the Bidder or one of its Affiliates or any person acting in concert with any of them;
- (b) the Bidder or one of its Affiliates, or any person acting in concert with any of them, announces a firm intention to make an offer for the Company including the statement referred to in paragraph 9.2(a);
- (c) a third party (not acting in concert with the Bidder or any of its Affiliates):
 - (i) becomes interested (as defined in the Code) in shares carrying 30 per cent. or more of the voting rights (as defined in the Code) of the Company;
 - (ii) announces a possible offer under Rule 2.4 of the Code and such announcement includes a statement that the board of directors of the Company has indicated to such third party that its possible offer is at a value that they would be willing to recommend, should a firm intention to make an offer under Rule 2.7 of the Code be announced (or similar words to that effect); or
 - (iii) makes, or announces under Rule 2.7 of the Code, a firm intention to make an offer to acquire the Company (including by way of a scheme of arrangement and whether or not recommended);
- (d) a third party (not acting in concert with the Bidder or any of its Affiliates) enters into or announces (including by way of an announcement by the Company) an acquisition of or agreement to acquire (conditionally or otherwise) all or substantially all of the undertakings, assets or business of the Company; or
- (e) the Company enters into or announces that it is proposing to enter into a reverse takeover (as referred to in the Code) or announces a proposal to seek the approval of the shareholders of the Company for a third party to avoid making an offer which would otherwise be required under Rule 9 of the Code (in accordance with Appendix 1 of the Code).

9.3 The restrictions in paragraph 9.1 shall not apply to:

- (a) dealings in any interest in shares or other securities of the Company by any connected fund manager or principal trader (each as defined in the Code) of the Bidder or any of its Affiliates;
 - (b) the acquisition or disposals of interest in securities of the Company in the ordinary course of business by any person in index trading activities, share trading, investment banking and/or full service security firm or as fund manager, market-maker, principal trader, broker or provider or trustee or nominee services, provided that such activities did not arise, directly or indirectly, from the instructions of, or otherwise in conjunction with or on behalf of, the Bidder or any of its Affiliates, and that no Confidential Information shall be used in connection with such activities;
 - (c) the procuring and/or entering into of irrevocable undertakings or letters of intent with shareholders of the Company either (i) immediately prior to an announcement in respect of the Proposed Transaction pursuant to Rule 2.7 of the Code but only where the offer is to be recommended by the board of directors of the Company; or (ii) otherwise prior to such announcement where the Company has given its consent to the Bidder or any of its Connected Persons discussing an irrevocable undertaking or letter of intent with the relevant shareholder(s);
 - (d) so as to prevent Apollo, any of its Affiliates or persons acting in concert with it from acquiring any company which holds, or is interested in, any securities of the Company, except where the principal reason for the acquisition is to acquire any voting securities of the Company; or
 - (e) any disclosure made pursuant to paragraph 3.2 of this letter.
- 9.4 For the avoidance of doubt, subject to compliance with this letter, the Bidder, Apollo's investment funds and Apollo's portfolio companies shall at all times retain the right to invest in or operate, without restriction, any business, including any business that competes or may in the future compete with the Company.
- 9.5 In this paragraph 9, references to an "offer" and "acting in concert" shall be interpreted in accordance with those terms as defined in the Code.

10. DURATION AND TERMINATION

- 10.1 Except where expressly provided otherwise in the terms of this letter, this letter shall continue in full force and effect until the earlier of: (a) the second anniversary of the date of this letter; and (b) the date on which the Proposed Transaction is declared wholly unconditional (if implemented through a contractual offer) or becomes effective (if implemented through a scheme of arrangement).

11. ACTING AS PRINCIPAL

The Bidder confirms that it and the Apollo Funds are acting as principal and/or on behalf of the funds Apollo manages or advises and not as agent, nominee or broker for any other person.

12. NO WAIVER OF PRIVILEGE

Access to the Confidential Information is granted to the Bidder and the Authorised Recipients without any waiver by the Company, any member of the Company's Group's or its or their

respective Connected Persons of confidentiality or legal professional privilege or common interest privilege which attaches to any of the Confidential Information.

13. ASSIGNMENT

No party may assign this letter or any of its rights or obligations under this letter without the prior written consent of the other party.

14. WAIVER AND VARIATION

14.1 No variation or amendment of this letter shall be valid unless it is in writing and duly executed by or on behalf of all of the parties hereto.

14.2 No delay or failure by any party to require performance of any provision of this letter shall affect its right to enforce such provision at a later time. No single or partial exercise of any such right or remedy shall prevent any further exercise of it or the exercise of any other remedy.

14.3 A waiver of any right or remedy under this letter shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

15. INVALIDITY

If and to the extent that any provision of this letter is held to be invalid or unenforceable by a court of competent jurisdiction, it shall be given no effect and shall be deemed not to be included in this letter, but everything else in this letter shall continue to be binding.

16. RIGHTS OF THIRD PARTIES

16.1 Other than the Company's Group, each member of which shall be entitled to enforce this letter as if it were a party, a person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

16.2 Notwithstanding paragraph 16.1 above, no consent is required from any member of the Company's Group for any variation (including any release or compromise in whole or in part of any liability) or termination of this letter.

16.3 The obligations under this letter shall extend to protect each member of the Company's Group.

17. ENTIRE AGREEMENT AND REMEDIES

17.1 The rights, powers, privileges and remedies provided in this letter are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.

17.2 This letter contains the whole agreement between the Bidder and the Company in respect to the protection of the Confidential Information and supersedes all prior communications and understandings with respect thereto.

17.3 Without prejudice to any other rights or remedies that the Company or any of its Connected Persons may have, the Bidder acknowledges and agrees that:

- (a) the Company and its Connected Persons may be irreparably harmed by any breach of the terms of this letter and that damages alone may not be an adequate remedy; and

- (b) the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, may be available for any breach of this letter.

18. COUNTERPARTS

This letter may be executed in any number of counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this letter but all the counterparts together shall constitute one and the same instrument.

19. GOVERNING LAW AND JURISDICTION

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

19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Disputes, and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. For the purposes of this paragraph, “**Dispute**” means any dispute, controversy, claim or difference of whatever nature arising out of, relating to, or having any connection with this letter, including a dispute regarding the existence, formation, validity, interpretation, performance or termination of this letter or the consequences of its nullity and also including any dispute relating to any non-contractual rights or obligations arising out of, relating to, or having any connection with this letter.

20. AGENT FOR SERVICE OF PROCESS

20.1 The Bidder shall maintain an agent in England for service of process and any other documents in proceedings in connection with this letter, whether the proceedings are in England or elsewhere.

20.2 The agent shall be Apollo Management International LLP (the “**Agent**”), of 1 Soho Place, London, England, W1D 3BG. The Bidder shall notify the Company in writing (which may be by email) as soon as reasonably practicable of any change.

20.3 Any claim form, judgment or other notice of legal process shall be sufficiently served on the Bidder if delivered to the Agent at its address as stated in paragraph 20.2 or as otherwise notified to the Company by the Bidder pursuant to paragraph 20.2 (in each case, with a copy by email to **REDACTED**).

Please confirm that you agree to the terms set out in this letter agreement by signing and returning to us the enclosed duplicate copy.

Yours faithfully.

REDACTED

For and on behalf of TI Fluid Systems plc

REDACTED

REDACTED

We acknowledge receipt of this letter agreement and agree to be bound by its terms

REDACTED

For and on behalf of ABC Technologies Inc.

9 October 2024