

EXECUTION VERSION

To: Tencent Limited
(the **Offeror**)

26 June 2021

Dear Sir or Madam,

In connection with your consideration of a possible offer by the Offeror to acquire the entire issued and to be issued ordinary share capital of Sumo Group plc (the **Offeree**) (the **Proposed Transaction**), this letter sets out the terms on which we agree to supply you with certain confidential information.

In this letter:

Authorised Recipients means, to the extent that they need access to Information (as defined below) for the purposes of or in connection with evaluating, negotiating or advising in connection with the Proposed Transaction, members of the Offeror's Group from time to time and each of the respective officers, employees, advisers (including investment advisers), agents and representatives of each member of the Offeror's Group from time to time, excluding Restricted Persons (except that, where a Restricted Person is a director or employee of a member of the Offeror's Group that is not a Restricted Person, that Restricted Person may receive Information in his or her capacity as a director or employee of such member of the Offeror's Group provided they need access to the Information for the purpose described above);

Connected Persons means other members of the Offeree's Group and each of the Offeree's and their respective officers, employees, advisers, agents and representatives;

Group means, in relation to each of the Offeror and the Offeree, the Offeror or the Offeree, as the case may be, and each of its respective group undertakings;

group undertaking has the meaning ascribed to it in section 1161 of the Companies Act 2006;

Information means all information, of whatever nature, supplied in connection with the Proposed Transaction to the Offeror or its Authorised Recipients by or on behalf of the Offeree relating wholly or partly to the Offeree Group, whether orally, in writing or in any other form or medium after the date of this letter (including but not limited to information concerning the Offeree Group's business, assets, affairs, employees, customers and suppliers), together with all Secondary Information;

Restricted Persons means members of the Offeror's Group responsible for the operation of Leyou, Klei, 10 Chambers, Yager, Grinding Gear Games, Funcom, Miniclips, Supercell, Riot, Fatshark, Sharkmob, and their respective directors, officers and employees;

Secondary Information means all reports, analyses, compilations, studies, memoranda or other documents, materials or information prepared by, on behalf of, or for the Offeror to the extent that they contain, derive from or reflect or are generated from any Information; and

Takeover Code means the UK City Code on Takeovers and Mergers.

In consideration of the Offeree agreeing to supply Information to the Offeror (other than Secondary Information), the Offeror acknowledges that the Information (including, for the avoidance of doubt, Secondary Information) is confidential and is received under a duty of confidentiality to the Offeree. The Offeror undertakes and agrees with the Offeree (for the benefit of all members of the Offeree's Group) as follows:

1. Duty of Confidentiality

- 1.1 The Offeror shall hold the Information in strict confidence and shall not disclose, copy, reproduce or distribute any of it, or otherwise make it available, to any person other than an Authorised Recipient (on condition that they shall not disclose, copy, reproduce, distribute it, or otherwise make it available to any other person who is not an Authorised Recipient) or otherwise without the Offeree's specific prior written approval (which may be withheld in the Offeree's absolute discretion).
- 1.2 The Offeror and its Authorised Recipients shall use the Information solely for the purpose of evaluating, negotiating and advising upon the Proposed Transaction, and not for any other purpose, including, without limitation, to compete with the Offeree in connection with any business carried on by it.
- 1.3 The Offeror shall ensure that each Authorised Recipient to whom Information is disclosed is made aware of (in advance of disclosure), and adheres to, the terms of this letter.
- 1.4 The Offeror shall keep a list of the names of the Authorised Recipients to whom any Information is given (except that, by reference to external advisers, agents and representatives, this list is only required to refer to the relevant organisation and not all relevant individuals). The Offeror shall make the list available to the Offeree promptly following a request.
- 1.5 The Offeror and its Authorised Recipients shall use their reasonable endeavours to keep the Information securely and properly protected against theft, damage, loss and unauthorised access (including access by electronic means). The Offeror shall promptly notify the Offeree upon becoming aware that any of the Information has been disclosed to or obtained by a third party in breach of this letter.
- 1.6 The Offeror shall be responsible for any breach of the terms of this letter by any Authorised Recipient, unless such Authorised Recipient has entered into a direct confidentiality agreement with the Offeree.
- 1.7 The Offeror shall apply for any Information it requires, and shall direct enquiries concerning any Information supplied, only to Steven Webb, General Counsel and Company Secretary at Steven.Webb@SumoGroupPlc.com or such other representative(s) of the Offeree as the Offeree may subsequently notify to the Offeror.

2. Exceptions

- 2.1 The undertakings in paragraph 1 above shall not apply to Information which:
 - (a) at the time of supply is in the public domain;
 - (b) subsequently comes into the public domain, except through breach of the undertakings set out in this letter;
 - (c) is, on the date of this letter, already in the Offeror's lawful possession or that of an Authorised Recipient (as evidenced by written records);
 - (d) subsequently comes lawfully into the possession of the Offeror or an Authorised Recipient from a third party who does not to the Offeror's knowledge owe the Offeree or any of its Connected Persons an obligation of confidence in relation to it;
 - (e) is independently developed by the Offeror or its Authorised Recipients without use or reliance on any Information (as evidenced by written records); or

- (f) the Offeree or its Connected Persons agree in writing (in advance) is not confidential Information.

For the purposes of this subparagraph 2.1 a compilation of publicly available information in a form that is only accessible with more than reasonable diligence shall not be regarded as in the public domain.

- 2.2 The undertakings in paragraph 1 above shall not apply if, and to the extent that, the Offeror is required to disclose any Information: (a) by law, rule, regulation or any judicial, governmental or competent supervisory or regulatory body (including without limitation, any securities exchange), or (b) to the relevant court or other presiding body or opponent in the course of any legal proceedings (as required by the rules of such proceedings), provided that the Offeror shall, to the extent reasonably practicable and permitted by such law, rule, regulation or judicial, governmental or competent supervisory or regulatory body, promptly consult with the Offeree in writing and reasonably co-operate with the Offeree regarding the proposed form, timing, nature and purpose of the disclosure or any action which the Offeree may reasonably elect to take to challenge the validity of such requirement.

3. Announcements

- 3.1 The Offeror shall not, and shall procure that its Authorised Recipients shall not, without the Offeree's prior written consent, reveal to any person other than an Authorised Recipient or otherwise announce that the Proposed Transaction is (or was) under consideration, that negotiations or discussions are (or were) taking place between the Offeror and the Offeree, the status or progress of such negotiations (including termination of negotiations) or discussions or that Information has been provided.

- 3.2 The restrictions in subparagraph 3.1 above shall not apply if, and to the extent that, an announcement is:

- (a) required by law, rule, regulation or any judicial, governmental or competent supervisory or regulatory body (including without limitation, any securities exchange), provided that the Offeror will, to the extent reasonably practicable and permitted by such law, rule, regulation or judicial, governmental or competent supervisory or regulatory body, first consult with the Offeree before such announcement on the proposed form, timing, nature and purpose of the announcement;
- (b) without prejudice to paragraph 7, in response to an announcement issued by or on behalf of the Offeree pursuant to Rule 2.4(a) or Rule 2.4(b) of the Takeover Code, provided that any Information that is disclosed in such announcement relates only to the Proposed Transaction and not any Information; or
- (c) in relation to the Offeror's interest in the Proposed Transaction following an announcement under the Takeover Code by a third party not acting in concert with the Offeror (whether that announcement is issued by the third party or jointly with the Offeree) of a firm intention to make an offer under Rule 2.7 of the Takeover Code for the Offeree by that third party.

4. Return/Destruction of Information

Upon the written request of the Offeree, the Offeror shall immediately at its own cost and expense:

- (a) return to the Offeree or, at the Offeror's election, destroy (without keeping any copies) all documents and other materials in tangible form containing or incorporating Information or

relating to the negotiations or discussions about the Proposed Transaction, provided that this shall not apply to that part of the Information which consists of Secondary Information;

- (b) destroy (without keeping any copies) all Secondary Information;
- (c) to the extent practicable, expunge (or procure the expungement of) all Information from any computer, word processor or other device containing the Information.

This provision shall not apply to the extent that the Offeror or any Authorised Recipient is required to retain any such Information by applicable law, rule or regulation or by any judicial, governmental or competent supervisory or regulatory body or by the presiding court or other body in connection with any legal proceedings, or such Information is retained for *bona fide* compliance or document retention or business continuity policies or is saved pursuant to standard archival or computer back-up systems (provided, in either such case, no attempt is made to access such systems other than for legal or regulatory purposes), or to the extent that it has been incorporated in board or committee papers or minutes relating to the Proposed Transaction.

If so requested by the Offeree, the Offeror shall confirm in writing to the Offeree that the obligations contained in this paragraph have been complied with.

5. No Representation or Warranty

- 5.1 The Offeror acknowledges and agrees on its own behalf and on behalf of its Authorised Recipients that the Information does not purport to be all inclusive and that no representation or warranty has been or will be made by the Offeree or any of its Connected Persons as to the accuracy, reliability or completeness of any of the Information supplied to the Offeror or its Authorised Recipients.
- 5.2 The Offeror acknowledges and agrees on its own behalf and on behalf of its Authorised Recipients that neither the Offeree Group nor any of its Connected Persons shall:
 - (a) have any liability to the Offeror or to any other person resulting from the use of Information by the Offeror or its Authorised Recipients; or
 - (b) be under any obligation to provide further Information, update Information or correct any inaccuracies in Information.

This subparagraph does not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

- 5.3 Save as expressly set out in this letter, the Offeror acknowledges and agrees on its own behalf and on behalf of its Authorised Recipients that neither the Offeree nor any of its Connected Persons shall owe any duty of care to the Offeror or its Authorised Recipients or to any other person.

6. Insider Dealing

The Offeror acknowledges and agrees that the Proposed Transaction and some or all of the Information may be inside information and/or price sensitive information and/or material non-public information relating to the Offeree and/or the securities of the Offeree and that accordingly provisions of applicable securities laws may restrict or prohibit the use and/or disclosure of such information.

7. Standstill Obligation

7.1 Without the prior written consent of the Offeree, neither the Offeror nor any other member of the Offeror's Group shall, directly or indirectly, alone or with others, before the date which is 12 months from the date of this letter:

- (a) acquire or offer to acquire, or cause another person to acquire or to offer to acquire, any direct or indirect interest in any shares or other securities or assets of the Offeree or any other member of the Offeree's Group or do or omit to do any act as a result of which it or any member of its Group may acquire any direct or indirect interest in any shares or other securities or assets of the Offeree or any other member of the Offeree's Group;
- (b) make or in any way participate, directly or indirectly, in any solicitation of proxies or votes or any attempt to influence votes from or by any holder of voting shares or other securities of the Offeree in connection with any vote of holders of voting shares or other securities of the Offeree;
- (c) form, join or in any way participate in any concert party arrangement with respect to any securities of the Offeree (for these purposes concert party arrangement shall mean two or more persons acting in concert as defined in the Takeover Code and, for the avoidance of doubt, will not be breached as a result of a concert party relationship arising solely by virtue of the Offeror and one or more other persons being presumed to be persons acting in concert under the definition of "acting in concert" in the Takeover Code);
- (d) take any step which might give rise to any obligation under the Takeover Code to make any sort of offer or tender for all or any part of the share capital of the Offeree;
- (e) otherwise seek, alone or in concert with others, to control the management, board of directors or policies or affairs of the Offeree;
- (f) notify any firm intention to make an offer to the board of directors of the Offeree which when submitted would require the Offeree to make an announcement under Rule 2.2(a) of the Takeover Code, or announce any proposal for any purchase, offer, tender, merger, consolidation, share exchange, restructuring, recapitalisation or similar transaction which in any case involves securities of the Offeree;
- (g) take any step intended to attract any of the officers or employees of the Offeree Group to join or deal with it in connection with the Proposed Transaction or anything likely to achieve a similar purpose; or
- (h) enter into any agreement or arrangement (whether or not legally binding) with any person relating to or connected with any of the foregoing.

7.2 The restrictions in subparagraph 7.1 above shall cease to apply:

- (a) immediately, if the board of directors of the Offeree agrees to recommend an offer by the Offeror for the Offeree;
- (b) immediately, if a third party (not acting in concert with the Offeror);
 - (i) announces a possible offer or firm intention to make an offer under Rule 2.4 or Rule 2.7 (respectively) of the Takeover Code to acquire shares carrying over 50 per cent. of the voting rights in the Offeree (whether such offer is recommended or not);

- (ii) enters into an agreement with the Offeree or any member of its Group to make an acquisition of all or substantially all of the undertakings, assets or business of the Offeree;
- (c) immediately, if a third party which is not acting in concert with the Offeror becomes interested in shares carrying 30 per cent. or more of the votes ordinarily exercisable at general meetings of the Offeree; or
- (d) immediately, if the Offeree announces a proposal to seek shareholder approval for a third party to avoid making an offer which would otherwise be required under Rule 9 of the Takeover Code.
- (e) with respect to the restrictions in paragraph 7.1(a) only and provided that any acquisition or offer referred to in paragraph 7.1(a) for this purpose would not result in the Offeror's Group acquiring directly or indirectly an aggregate interest in shares carrying 30 per cent. or more of the votes ordinarily exercisable at general meetings of the Offeree, from the earlier of:
 - (i) the date which is 12 months from the date of this letter; and
 - (ii) the date which is six months from the date the Offeror and Offeree agree in writing that negotiations with respect to the Proposed Transaction have terminated,

if at any time prior to a firm offer announcement under Rule 2.7 of the Takeover Code, the Offeror notifies the Offeree in writing that it does not intend to make an offer for the Offeree and the Offeror and Offeree agree in writing that negotiations with respect to the Proposed Transaction have terminated.

7.3 The provisions of clause 7.1 shall not apply to:

- (a) any acquisition of any interest(s) in securities of the Offeree by an exempt principal trader and/or exempt fund managers in the same group as any of your Authorised Recipients;
- (b) prevent any of the Offeror's concert parties from taking any action in the normal course of their investment or advisory business, provided such action did not arise, directly or indirectly, from the instructions of, or otherwise in conjunction with or on behalf of, the Offeror and provided such concert parties are not in receipt of any Information;
- (c) prevent you from acquiring any company which holds any interest in securities of the Offeree except where the principal reason or one of the principal reasons for the purchase is to acquire an interest in securities of the Offeree and such acquisition shall be subject to applicable securities laws and regulations; or
- (d) any action taken by any member of the Offeror's Group in connection with the exercise of its rights as an existing shareholder in the Offeree or in connection with an offer made by the Offeree to a member of the Offeror's Group as an existing shareholder in the Offeree.

8. Market Abuse

- 8.1 It is acknowledged that the Offeree is passing, and the Offeror is receiving, the Information in connection with the proposed negotiation of the Proposed Transaction, for the purpose of facilitating negotiations regarding the Proposed Transaction.
- 8.2 In accordance with the requirements of the Retained Regulation (EU) 596/2014 (the UK Market Abuse Regulation), the Offeror agrees that the Information is given in confidence in accordance with

the terms of this letter, and the Offeror shall not disclose the Information to another person except in accordance with the terms of this letter, nor use the Information by acquiring or disposing of, for its own account or for the account of a third party, directly or indirectly, financial instruments to which the Information relates (nor cancel or amend an order concerning financial instruments to which the Information relates) in each case in a way that amount to market abuse under the UK Market Abuse Regulation.

9. Non-Solicitation of Employees

9.1 Without the prior written consent of the Offeree, neither the Offeror nor any other member of the Offeror's Group (excluding Restricted Persons) will, for a period of 12 months from the date of this letter, either directly or indirectly, alone or with others, solicit for employment or employ (or encourage any Restricted Person to solicit for employment or employ) any person who is:

- (a) now employed by a member of the Offeree Group;
- (b) in relation to that member's business, an employee whose salary equals or exceeds £100,000 gross; and
- (c) involved in the negotiations relating to the Proposed Transaction or is specifically identified in any part of the Information supplied by the Offeree or any of its Connected Persons.

9.2 No person who is a director or employee of a Restricted Person and also a member of the Offeror's Group who is not a Restricted Person, shall encourage a Restricted Person to solicit or employ any person to which the restriction in paragraph 9.1 extends for a period of 12 months from the date of this letter.

9.3 The restrictions in subparagraph 9.1 and 9.2 above shall not apply to the employment of any person:

- (a) following an unsolicited approach by that person at his own instigation or independently in response to an advertisement placed in the national, local or trade press;
- (b) in response to an approach made by a headhunter without the person having first been identified to the headhunter by or on behalf of the Offeror or any other member of the Offeror's Group; or
- (c) who is no longer employed by a member of the Offeree Group to the extent that such employment has not come about as the result of any direct or indirect solicitation from any member of the Offeror Group.

10. Breach

10.1 Without affecting any other rights or remedies that members of the Offeree Group may have, the Offeror acknowledges that the Offeree Group or any of its members may be irreparably harmed by a breach of the terms of this letter and that damages alone may not be an adequate remedy. Accordingly, members of the Offeree Group, as appropriate, shall be entitled to seek the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of its terms and such remedies shall be available without proof of actual damage. The Offeror and its Authorised Recipients shall not oppose the grant of such equitable relief.

10.2 No failure or delay in exercising any right, power or privilege under this letter shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or privilege under this letter

preclude any other or further exercise of it or of any other right, power or privilege under this letter or otherwise.

10.3 Nothing contained in this letter shall be construed as prohibiting any member of the Offeree's Group from pursuing any other remedies available to it.

11. Third parties

11.1 Any of the Offeree's Connected Persons may with the prior written consent of the Offeree enforce the terms of this letter against the Offeror under the Contracts (Rights of Third Parties) Act 1999.

11.2 Notwithstanding the provisions of subparagraph 11.1 above, no consent is required from any of the Offeree's Connected Persons for any variation (including any release or compromise in whole or in part of any liability) or termination of this letter.

11.3 The Offeror's obligations under this letter shall extend to protect each member of the Offeree's Group.

12. General

12.1 Save where expressly stated otherwise in this letter the obligations set out in this letter shall apply for a period of 24 months from the date of this letter.

12.2 The Offeror acknowledges and agrees that the obligations set out in this letter shall survive completion of negotiations or discussions between the Offeror and the Offeree, whether or not the Proposed Transaction is implemented.

12.3 The Offeror acknowledges and agrees that:

(a) all Information disclosed to it, including any intellectual property rights in that Information, shall remain the property of the Offeree and the Offeror shall not acquire title to any Information disclosed; and

(b) save as expressly set out in this letter, the Offeree does not grant any licence to the Offeror or to any Authorised Recipient in respect of the Information.

12.4 If any provision of this letter is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this letter, but without invalidating any of the remaining provisions.

12.5 Any applications for consent from or notifications to the Offeree in relation to this letter should be made in writing and addressed to Steven Webb (General Counsel and Company Secretary of Sumo Group plc) at Steven.Webb@SumoGroupPlc.com.

12.6 The terms of this letter may not be varied or terminated without the prior written consent of the Offeree.

12.7 To the extent that:

(a) the Information includes without prejudice communications; or

(b) any Information is otherwise covered or protected by legal advice, litigation, common interest or any other applicable privilege or doctrine,

disclosure of such Information to the Offeror or its Authorised Recipients does not constitute a waiver of any privilege and privilege remains with the Offeree.

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

13. Governing law and jurisdiction

13.1 This letter and the relationship between the parties shall be governed by English law.

13.2 Any non-contractual obligations arising out of or in connection with this letter, including any non-contractual obligations arising out of or in connection with the negotiation of the Proposed Transaction, shall be governed by English law.

13.3 Subject as provided below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to any non-contractual obligations arising out of or in connection with this letter) (a Dispute) and the parties submit to the exclusive jurisdiction of the English courts.

13.4 The Offeror irrevocably appoints the person named below as its agent in England for service of process.

Please confirm your agreement by signing and returning to us a copy of this letter.

Yours faithfully,

By 

for and on behalf of

Sumo Group plc

Agreed and Accepted



By
Print name: Dan Brody
for and on behalf of
Tencent Limited

Dated 26 June 2021

Tencent Limited's agent for service of process in the UK:

Name: Oakwood Corporate Services Limited

Address: 3rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT