

**Strictly Private & Confidential**

Janey Hoe  
Vice President Corporate Development  
Cisco Investments  
126 Post Street  
5th floor  
San Francisco, California 94108  
United States

11 November 2020

Dear Janey

*Project Copper– Confidentiality obligations*

**1. THE PURPOSE OF THIS LETTER**

- 1.1 Cisco Investments (**Cisco**) has presented a non-binding proposal to acquire all of the issued share capital of IMImobile PLC incorporated and registered in England and Wales with company number **08802718** whose registered office is at 5 St. John's Lane, Farringdon, London, England, EC1M 4BH (the **Company**). In this letter, that potential sale is referred to as the **Proposed Transaction**.
- 1.2 The Company has agreed to provide further limited information including management forecasts and results which have not yet been made available to the market to Cisco subject and conditional upon Cisco's acceptance of the terms of this letter.
- 1.3 Cisco's acceptance of the Information constitutes its acceptance of the terms of this letter. If Cisco does not wish to be bound by the terms of this letter it should notify the Company by return that it does not wish to receive the information.
- 1.4 The undertakings that Cisco is deemed to give in this letter are given in favour of the Company and each member of the Company's group.
- 1.5 Capitalised terms and expressions are defined in the main body of this letter or in the schedule (**Schedule**).

**2. STANDSTILL**

- 2.1 For a period of 12 months from the date of this letter Cisco will not (and will procure that no member of its Group will) either alone or with other persons, directly or indirectly:
  - (a) acquire, procure or induce any other person to acquire any interest in securities of the Company (**Relevant Securities**);

- (b) 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 other person may acquire an interest in the Relevant Securities;
- (c) make, procure or induce any other person to make any Offer for all or any of the Relevant Securities;
- (d) 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 Cisco or any other person may become obliged to make an Offer (whether under the Takeover Code or otherwise) for all or any of the Relevant Securities;
- (e) announce, procure or induce any other person to announce any Offer for all or any of the Relevant Securities save as contemplated by paragraph 2.2(c);
- (f) 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 other person may become obliged to announce an Offer (whether under the Takeover Code or otherwise) for all or any of the Relevant Securities;
- (g) enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any of the Relevant Securities;
- (h) contact or communicate with any shareholder of the Company in connection with the Proposed Transaction.

2.2 The restrictions in Clause 2 will not apply:

- (a) if the Company has provided its prior written consent to the actions taken by Cisco;
- (b) so as to prevent any of Cisco's advisers from taking any action in the normal course of that person's investment or advisory business, provided such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, Cisco or anyone else in receipt of Confidential Information;
- (c) from the time of any announcement of a firm intention to make an Offer by Cisco for all or part of the share capital of the Company that, at the time of the announcement, is to be recommended by the directors of the Company;
- (d) from the time a third party (other than Cisco) makes a firm intention to make an Offer announcement for the Company;
- (e) if any third party (together with its concert parties) becomes interested in shares carrying 30% or more of the voting rights of the Company;
- (f) so as to prevent Cisco, or any member of its Group or any of its advisers or agents, from acquiring any company which holds, or is interested in, any Relevant Securities except where the principal reason for the purchase is to acquire an interest in Relevant Securities.

2.3 If Cisco or any member of Cisco's Group acquires any interest in securities of the Company in breach of paragraph 2.1, then on request by the Company and without

prejudice to any other rights of the Company under this letter, Cisco will dispose of or procure the disposal of such interest within 30 days.

### **3. INSIDE INFORMATION**

- 3.1 Cisco acknowledges that some or all of the Information may be inside information for the purposes of the Market Abuse Regulation (596/2014) (**MAR**) and Part V of the Criminal Justice Act 1993 (**CJA**) and that any Recipients who are in, or acquire, possession of any Confidential Information may have inside information for the purposes of MAR and information as an insider for the purposes of the CJA. Each party consents to receiving this information and to being made an insider within the meaning of MAR and the CJA and will bring to the attention of its Recipients who, from time to time receive this information, the prohibitions on market abuse set out in MAR and on insider dealing contained in the CJA.
- 3.2 Cisco acknowledges, and will advise each of its Recipients that, it must act in relation to the Confidential Information in compliance with:
- (a) the prohibition on market abuse contained in MAR and in particular in relation to insider dealing (Article 8), the unlawful disclosure of inside information (Article 10), market manipulation (Article 12), inside information (Article 17) and insider lists (Article 18);
  - (b) the Disclosure Guidance issued by the Financial Conduct Authority; and
  - (c) the criminal offences in relation to inside information contained in the CJA.

### **4. CONFIDENTIALITY UNDERTAKINGS ATTACHING TO INFORMATION**

- 4.1 Cisco shall and shall procure that each Recipient shall hold the Information in strict confidence and may not, directly or indirectly, disclose it to any person other than to another Recipient or Cisco (as the case may be). For these purposes, 'disclosing' Information includes making it available in any way, whether deliberately or not.
- 4.2 Cisco shall and shall procure that each Recipient shall only use the Information for the Permitted Purpose.
- 4.3 Cisco shall and shall procure that each Recipient shall keep the Information safe in a secure place and properly protected against theft, loss and unauthorised access.
- 4.4 In this letter the obligations in this paragraph 4 are referred to as the **Undertakings**.

### **5. EXCEPTIONS TO THE CONFIDENTIALITY UNDERTAKINGS IN PARAGRAPH 4**

- 5.1 The Undertakings and the provisions in paragraph 4 shall not apply to Information to the extent that any of the following circumstances apply to that Information:
- (a) the Information is already in the public domain when it is first disclosed to Cisco or a Recipient;
  - (b) the Information subsequently enters the public domain, other than through a breach of any of the Undertakings by Cisco or a Recipient;

- (c) when the Information was first disclosed to Cisco, Cisco can demonstrate, by documentary evidence, that it was already in the lawful possession of Cisco or a Recipient;
- (d) when the Information was first disclosed to a Recipient, Cisco can demonstrate, by documentary evidence, that it was already in the lawful possession of Cisco or such Recipient;
- (e) after it is first disclosed to either of them, Cisco or a Recipient lawfully receives the Information from a third party who does not owe the Company, or any of its Connected Persons, an obligation of confidence in relation to it; or
- (f) the Information is required to be disclosed by applicable law, rule or requirement of any regulatory or governmental authority or stock exchange to which Cisco or a Recipient is subject. If this subparagraph (f) applies, Cisco shall, as far as it is lawful to do so, first consult the Company to give the Company an opportunity to contest the disclosure, (at its expense) take all reasonable steps to resist or avoid being required to make such disclosure and take into account the Company's reasonable requirements about the proposed form, timing, nature and extent of the disclosure.

5.2 If and to the extent it is not lawful for Cisco to consult with the Company before disclosure is made pursuant to paragraph 5.1(f), Cisco shall, to the extent not prohibited by applicable law, inform the Company of the form, timing, nature and extent of the disclosure promptly after such disclosure is made.

## **6. ALL RECIPIENTS TO COMPLY WITH THIS LETTER**

- 6.1 Cisco shall ensure that each Recipient is aware of the terms of this letter, and complies with its terms (other than, in the case of Recipients who are professional advisers, those contained in paragraph 9.2(b)) as if it had itself signed the letter and agreed to its terms.
- 6.2 Cisco shall be responsible for any breach of the terms of this letter by any Recipient as if Cisco were the party that had breached them.

## **7. THE COMPANY MAY ASK FOR INFORMATION TO BE DESTROYED OR RETURNED**

- 7.1 If the Company asks Cisco or any Recipient in writing to destroy Information or return Information to the Company, paragraph 7.2 shall apply, subject to paragraph 7.3.
- 7.2 Within 20 days of receiving the request, Cisco and each Recipient shall destroy or return to the Seller (at Cisco's option), each original and every copy of any document or other materials which are in a form reasonably capable of delivery and that contain the Information (other than Derivative Information) and ensure the destruction of all Derivative Information and confirm to the Company in writing that they have complied with this paragraph 7.2.
- 7.3 Cisco and each Recipient may retain any Information to the extent it is:
  - (a) required to do so by any applicable law, rule or requirement of any regulatory or governmental authority or stock exchange; and/or

- (b) 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.

7.4 Any Information retained under paragraph 7.3 shall continue to be held in compliance with this letter.

**8. NO REPRESENTATION OR WARRANTY GIVEN**

8.1 Cisco and each Recipient understands that the Information does not purport to be all-inclusive and that neither the Company nor any of its Connected Persons makes any representation or warranty as to its accuracy, reliability or completeness.

(a) Cisco and each Recipient agrees that neither the Company nor any of its Connected Persons:

(b) has any obligation to provide Information, further information, to update the Information, or to correct any inaccuracies in it;

(c) has any obligation to enter into or continue discussions or negotiations in respect of the Proposed Transaction; or

(d) has any liability to Cisco, any Recipient or any other person resulting from the use of Information by Cisco or any Recipient.

8.2 Neither Cisco nor any Recipient will acquire any intellectual property or other proprietary rights in or over any Information, nor will it acquire any licence for use or right of possession in respect of any Information.

8.3 The statements in paragraphs 8.1, 8.2 and 8.3 are made subject to the express terms of any definitive written and legally binding agreement or agreements entered into between Cisco or any of Cisco's Affiliates and the Company or any Connected Person of the Company in relation to the Proposed Transaction (if and when signed).

8.4 This paragraph 8 shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

**9. RESTRICTIONS ON CISCO'S AND RECIPIENTS' CONTACT WITH EMPLOYEES, CUSTOMERS, SUPPLIERS AND OTHERS**

9.1 Cisco and each Recipient shall direct any and all communications to the Company or its Connected Persons relating to the Proposed Transaction only to Jay Patel or Michael Jefferies or such other persons as the Company may nominate in writing.

9.2 The Vice Presidents (or more senior officers), consultants or professional advisers of Cisco or the Vice Presidents (or more senior officers), consultants or professional advisers of each Cisco's Affiliate, in each case who have received the Information for the Permitted Purpose or who are involved in the negotiations of the Proposed Transaction, shall not make, or have, any contact with any officer, manager or employee of any member of the Group in relation to the Proposed Transaction, other than anyone identified in writing by the Company for this purpose. Nothing in this letter shall prevent Cisco or any Recipient from conducting any bona fide 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.

- 9.3 For a period of nine months after the date of this letter, Cisco's Vice Presidents (or more senior officers), consultants or professional advisers of Cisco or the Vice Presidents (or more senior officers), consultants or professional advisers of each Cisco's Affiliate, in each case who have received the Information for the Permitted Purpose or who are involved in the negotiations of the Proposed Transaction (for the avoidance of doubt, only paragraph 9.3(a) shall apply in the case of a professional adviser of Cisco or Cisco's Affiliate) shall not directly or indirectly, without the Company's prior written consent:
- (a) subject to paragraphs 9.2 and 9.4, make or have any contact, in relation to the Proposed Transaction, with any person who is currently director, employee, customer, contractor, sub-contractor or landlord of, or supplier of or lender to, any member of the Group; or
  - (b) solicit, engage, employ (whether paid or unpaid) or offer to employ, any Restricted Person. For these purposes, it does not matter whether that person knows of any Information, or would commit a breach of his or her contract of employment by reason of his or her leaving the employment.
- 9.4 Cisco and any Recipient may contact any of those persons listed in paragraph 9.3(a) in the ordinary course of its existing business, but only if it does not refer in any way to the Proposed Transaction.
- 9.5 Paragraph 9.3(b) shall not apply to a recruitment offer made to or employment of any person who contacts Cisco or any of the Recipients solely on his or her own initiative, or in response to a *bona fide* employment advertisement.

## **10. NO DUTY OF CARE**

Neither the Company nor any of its Connected Persons shall owe any duty of care to Cisco or to any other person in connection with the subject matter of this letter.

## **11. DAMAGES NOT NECESSARILY AN ADEQUATE REMEDY**

- 11.1 Cisco, each Recipient, the Company and each of the Company's Connected Persons acknowledges that a person with rights under this letter may be irreparably harmed by any breach of its terms, and that damages alone may not necessarily be an adequate remedy.
- 11.2 Cisco, each Recipient, the Company and each of the Company's Connected Persons acknowledges that, without affecting any other rights or remedies if a breach of the terms of this letter occurs or is threatened, the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, may be available.
- 11.3 Cisco, each Recipient, the Company and each of the Company's Connected Persons also agrees that it shall, if any of the remedies set out in paragraph 11.2 is sought in relation to any threatened or actual breach of the terms of this letter, waive any rights it may have to oppose that remedy on the grounds that damages would be an adequate alternative.

## **12. RIGHTS AND REMEDIES**

- 12.1 Nothing in this letter shall:

- (a) oblige a party to pay any amount which the Panel on Takeovers and Mergers determines would not be permitted by Rule 21.2 of the Takeover Code; or
- (b) prevent the Target from making an announcement relating to a possible offer or publicly identifying the potential offeror at any time the Target board considers appropriate.

**13. ASSIGNMENT**

13.1 If a third party acquires all, or a material part, of the issued share capital, business or assets of the Company:

- (a) the rights of the Company and each of its Connected Persons under this letter may be assigned or transferred in whole or in part to that third party; and
- (b) that third party may enforce this letter to the same extent and in the same manner as the Company and/or each of its Connected Persons may enforce it.

**14. NO WAIVER BY THE COMPANY**

No failure or delay by the Company or Cisco in exercising any right under this letter shall operate as a waiver of the right, and no single or partial exercise of any right under this letter shall preclude any further exercise of it.

**15. TERM**

Unless otherwise expressly limited, the terms of this letter shall continue until the second anniversary of the date of this letter unless Cisco or one of Cisco's Affiliates completes the Proposed Transaction in which event the terms of this letter will lapse.

**16. INVALID TERMS TO BE STRUCK OUT**

If and to the extent that any provision of this letter is held to be invalid or unenforceable, 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.

**17. VARIATION OF TERMS OF THIS LETTER**

The Company and Cisco may by agreement in writing terminate this letter or vary its terms.

**18. TERMS ON WHICH THIRD PARTIES MAY ENJOY RIGHTS UNDER THIS LETTER**

18.1 Each of the Company's Connected Persons and Cisco's Affiliates may, under the Contracts (Rights of Third Parties) Act 1999, enforce the terms of this letter, as varied from time to time under paragraph 18. To the extent that the terms of this letter are varied, the rights of any person to enforce the terms of this letter under this paragraph 18 shall be qualified accordingly.

18.2 Such a person may enforce those terms subject to, and in accordance with, the terms of paragraphs 21 and 22.

18.3 Other than as provided in paragraph 13 and this paragraph 18, a person who is not a party to this letter shall have no right to enforce any of its terms.

**19. ACTING AS PRINCIPAL**

Cisco confirms that in relation to the Proposed Transaction and its entry into this letter it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for its own costs whether incurred by it or its Recipients in connection with the Proposed Transaction (whether or not it proceeds) and in complying with the terms of this letter.

**20. PERSONAL DATA**

The parties acknowledge that the Information may contain personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018, and that the provisions of this letter are, in part, to enable the Company to comply with the requirements of that Regulation and that Act.

**21. GOVERNING LAW TO BE ENGLISH LAW**

Each of 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 law.

**22. ENGLISH COURTS TO HAVE JURISDICTION**

The English courts shall have exclusive jurisdiction in relation to all Disputes. Each party waives any objection to the exercise of that jurisdiction.

**23. WHOLE AGREEMENT**

23.1 This letter sets out the whole agreement between the Company and Cisco in respect of the subject matter of this letter. It supersedes any previous draft, agreement, arrangement or understanding between them, whether in writing or not, relating to its subject matter.

23.2 Every term or condition implied by law in any jurisdiction in relation to the subject matter of this letter shall be excluded to the fullest extent possible, and to the extent that it is not possible to exclude any such term or condition, the Company and Cisco each irrevocably waives any right or remedy in respect of it.

23.3 Nothing in this paragraph shall limit any liability for fraud.

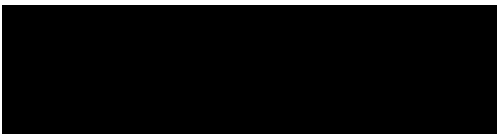
**24. COUNTERPARTS**

This letter may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this letter by email attachment shall be an effective mode of delivery.

If Cisco does not wish to be bound by the terms of this letter it should notify the Company by return to [REDACTED]. Cisco's receipt of the Information will constitute its acceptance of the terms of this letter.



Yours sincerely



for and on behalf of  
**IMIMOBILE PLC**

## SCHEDULE

In this letter, the following words and expressions shall have the following meanings:

**acting in concert** has the meaning given in the Takeover Code and "concert party" means any person who is acting in concert.

**Bidder's Affiliate** means any subsidiary undertaking of Cisco, any parent undertaking of Cisco (whether direct or indirect) and any subsidiary undertaking of such parent undertaking, in each case from time to time;

**Connected Person** means, in relation to the relevant person, any person falling within any of the following categories:

- (a) a subsidiary undertaking of that person;
- (b) a parent undertaking of that person (whether direct or indirect);
- (c) a subsidiary undertaking of a parent undertaking within (b);
- (d) an adviser, agent or representative of a person within (a), (b), or (c); and
- (e) an officer or employee of that person, or of any person within (a), (b), (c) or (d), or of any subsidiary undertaking of any person within (d);

**Derivative Information** means all documents, disks or other media created by Cisco, or by a Recipient or on Cisco's or a Recipient's behalf, including, without limitation, any analyses, compilations, notes, studies or accountants' or other third party reports which contain or reflect or are generated from the Information;

**Disputes** means all disputes arising out of, or in connection with, this letter including, without limitation:

- (a) claims for set-off and counterclaims;
- (b) disputes arising out of, or in connection with, the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this letter; and
- (c) disputes arising out of, or in connection with, any non-contractual obligations arising out of, or in connection with, this letter.

**Group** means the Company and its subsidiary undertakings and **Group Company** and **member of the Group** shall be construed accordingly;

**Information** means:

- (a) management forecasts and results relating to the Company and its group which have not yet been released to the market;
- (b) the fact that the Company or any member of the Group in whole or in part may be sold, this letter, the existence and contents of the discussions and negotiations between Cisco and the Company (or their respective Recipients or Connected Persons) relating directly or indirectly to the Proposed Transaction (whether or not in writing or in a visual or electronic form or in magnetic or digital form); and
- (c) any information of any nature and in any form disclosed after the date of this letter, including whether given in writing or orally or in a visual or electronic form or in magnetic or digital form, relating directly or indirectly to the Company, its Connected Persons, each member of the Group, their respective businesses or the Proposed Transaction and supplied by the Company or any of the Company's Connected Persons to Cisco or any Recipient, including (without limitation) all information relating to trade secrets, intellectual property rights, computer systems and software, business

methods, finances and accounts, prices, marketing and development plans, sales targets, sales statistics, and details of customers and suppliers disclosed in any way (directly or indirectly) by the Company or any of the Company's Connected Persons. Information includes all copies of any such information and all Derivative Information;

**interests in securities** has the meaning given in the Takeover Code.

**Offer** has the meaning given in the Takeover Code.

**Permitted Purpose** means the purpose of evaluating whether or not, and on what terms, Cisco is to negotiate and enter into the Proposed Transaction;

**Recipient** means (i) each Vice President (or more senior officer), consultant or professional adviser of Cisco, (ii) Cisco's Affiliates, and (iii) each Vice President (or more senior officer), consultant or professional adviser of each Cisco's Affiliate, in each case who needs to know and receives the Information for the Permitted Purpose;

**Restricted Person** means any director, officer or Senior Employee of any member of the Group with whom Cisco or a Recipient comes into contact, or in respect of whom Cisco or a Recipient are provided information, in connection with the Proposed Transaction;

**Senior Employee** means a Vice President, Senior Vice President, Executive Vice President in the Group or any other employee of the Group who participates in negotiations regarding the Proposed Transaction ; and

**subsidiary undertaking** and **parent undertaking** are each to be construed in accordance with section 1162 (and Schedule 7) of the Companies Act 2006 and, for the purposes of this definition, 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.

**Takeover Code** the City Code on Takeovers and Mergers.