

Private and confidential

The Directors
Miton Group plc
6th Floor
Paternoster House
65 St. Paul's Churchyard
London
EC4M 8AB

31st July 2019

Dear Sirs

1. Project Victoria

We refer to the current discussions concerning the Proposed Transaction between Miton Group plc (the "**Company**") and Premier Asset Management Group PLC ("**Offeror**").

We understand that Company is interested in receiving certain information about the Offeror for the purposes of evaluating the Proposed Transaction. The Offeror is also interested in receiving certain information about Company for the purposes of evaluating the Proposed Transaction.

In consideration of being supplied with Confidential Information, each of Offeror and the Company is willing to give the undertakings contained in this letter and, in consideration of such undertakings, each party is willing to supply to the other Confidential Information, subject to the provisions of this letter.

2. Definitions

In this letter, unless a contrary intention is expressly stated, the following definitions shall apply:

"Act" means the Companies Act 2006 (as amended).

"acting in concert" means as such term is defined in the Code.

"Advisers" means professional advisers advising the Receiving Party in relation to the Proposed Transaction, including (unless the context otherwise requires) partners in and directors and employees of such advisers.

"Code" means the City Code on Takeovers and Mergers (as amended from time to time).

"Confidential Information" means:

- (a) all information relating directly or indirectly to the Proposed Transaction and the discussions and negotiations between the Company and Offeror; and
- (b) all and any commercial, financial, marketing, technical, personnel or other information in whatever form or medium, relating to the Disclosing Party, that is disclosed or made available orally, in writing, electronically or by any other means, whether directly or indirectly and on or after the date of this letter, by the Disclosing Party or its Representatives or Advisers to the Receiving Party or its Representatives or Advisers, or gained by the visit by the Receiving Party to any establishment of the Disclosing Party or its Representatives or Advisers, together with any reproductions, compilations, analyses or studies of such information in whatever form or medium but excluding information which:
 - (i) is in, or which enters into, the public domain otherwise than as a result of the disclosure by the Receiving Party or its Representatives or Advisers in breach of the terms of this letter;
 - (ii) the Receiving Party can demonstrate, to the reasonable satisfaction of the Disclosing Party:
 - (A) was known to the Receiving Party before the date of this letter and that it was not under any obligation of confidence in respect of that information; or
 - (B) is properly and lawfully available to the Receiving Party from a source not connected to the Disclosing Party and such source is not bound by any obligation of confidentiality in relation to such information.

"Data Room" the virtual data room to be established in the form to be agreed between the parties in connection with the Proposed Transaction.

"Disclosing Party" means a party or a member of that party's Group disclosing Confidential Information to the other party.

"Group" means in relation to either party, that party, its subsidiaries, its subsidiary undertakings, its holding company and any subsidiaries and any subsidiary undertakings of such holding company.

"holding company" means as set out in section 1159 of the Act and for the purposes of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, shares registered in the name of a person (or its nominee) by way of security or in connection with

the taking of security shall be treated as held by the person providing the security and shares held by a person as nominee for another shall be treated as held by another.

"letter" means this letter, including its terms and any variation or extension to it in accordance with sub-clause 16.3.

"party" means a party to this letter.

"Proposed Transaction" means the proposed recommended merger of the parties.

"Receiving Party" means a party or a member of that party's Group receiving Confidential Information from the other party.

"Representatives" means the directors, officers, partners, employees and consultants of, and individuals seconded to work for, the Receiving Party and/or members of its Group.

"Restricted Employee" means any person who is or was during the 12 month period prior to the date of this letter or at any time during the discussions and negotiations relating to the Proposed Transaction employed in a fund management, senior managerial, supervisory, technical or sales capacity by the Disclosing Party or any member of the Disclosing Party's Group or otherwise involved in the discussions or negotiations relating to the Proposed Transaction.

"Restricted Period" means the period commencing on the date of this letter and ending 18 months after the date of this letter.

"Standstill Period" means the period commencing on the date of this letter and ending 12 months after the date of this letter, unless otherwise agreed in writing between the parties.

"subsidiary" means as set out in section 1159 of the Act and for the purposes of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, shares registered in the name of a person (or its nominee) by way of security or in connection with the taking of security shall be treated as held by the person providing the security and shares held by a person as nominee for another shall be treated as held by another.

"subsidiary undertaking" means as set out in section 1162 of the Act.

3. Undertakings

In consideration of being supplied with Confidential Information, the Receiving Party shall, save to the extent that the Disclosing Party has given its prior written consent:

- (a) use the Confidential Information only in connection with the evaluation of the Disclosing Party's Group or for the purpose of negotiations in connection with the

Proposed Transaction and not for any other purpose (including, but not limited to, any competitive, trading or commercial purpose);

- (b) treat the Confidential Information as private and confidential and keep it secret and confidential;
- (c) securely store the Confidential Information with the same degree of care, and apply no lesser security measures than, it affords to its own Confidential Information;
- (d) not disclose or make available the Confidential Information to anyone other than in accordance with clause 4;
- (e) give notice to the Disclosing Party immediately that it becomes aware or suspects that the Confidential Information has been disclosed to an unauthorised third party
- (f) unless otherwise agreed from time to time, make requests for Confidential Information via the Data Room.
- (g) not initiate any contact with the Disclosing Party's customers or suppliers; and
- (h) not visit any premises of the Disclosing Party's Group save in the ordinary course of the Receiving Party's business for purposes unrelated to the Proposed Transaction.

4. Permitted disclosure

4.1 The Receiving Party shall not disclose the Confidential Information to anyone other than:

- (a) its Representatives or Advisers who need to know such information for the purposes of considering or advising in relation to the Proposed Transaction and:
 - (i) in respect of its Representatives or Advisers, those who are made aware of the obligations of confidentiality pursuant to this letter; and
 - (ii) in respect of its Representatives or Advisers, those who the Receiving Party procures will keep the Confidential Information secret and confidential, and to comply with the terms of this letter as if they were the Receiving Party and the Receiving Party will take such steps as may be necessary to enforce such compliance; and
- (b) to the extent required by any applicable law, regulation or any rule of any regulatory body to whose rules it is subject, in which event the Receiving Party shall:
 - (i) to the extent reasonably practicable, promptly give the Disclosing Party prior written notice of the information proposed to be disclosed together with written advice from its Advisers that such disclosure is required;

- (ii) to the extent reasonably practicable, promptly consult and co-operate with the Disclosing Party as to possible steps to avoid or limit disclosure and take such steps as the Disclosing Party may reasonably require for that purpose; and
 - (iii) disclose to that third party only the minimum amount of information consistent with the satisfaction of the obligation to make such disclosure; and
 - (c) to the extent agreed in writing between the parties prior to such disclosure.
- 4.2 Where in accordance with sub-clause 4.1(b), the Receiving Party is unable to consult with the Disclosing Party before disclosure is made, the Receiving Party shall, to the extent permitted by applicable law or the rules of any regulatory body to whose rules it is subject, inform the Disclosing Party of the circumstances, timing, content and manner of making the disclosure promptly after such disclosure has been made.
- 5. Records and return of Confidential Information**
- 5.1 The Receiving Party shall only make such copies of the Confidential Information as are strictly necessary for the purpose of furthering the Proposed Transaction and:
- (a) mark the copies as confidential; and
 - (b) keep a record of to whom each copy is given (except where a recipient is an Adviser of the Receiving Party), which record shall be made available to the Disclosing Party on its request.
- 5.2 The Receiving Party shall promptly upon written demand from the Disclosing Party (and in any event within 14 days of such demand):
- (a) return, and procure that its Representatives or Advisers return, to the Disclosing Party all Confidential Information in physical form in its or their possession or under its or their control (and any copies of it or of any part of it), or, if the Disclosing Party so agrees, destroy or permanently erase it;
 - (b) so far as is reasonably practicable, permanently delete and procure that its Representatives and Advisers permanently delete or erase all Confidential Information in electronic, digital or machine-readable form;
 - (c) destroy, and procure that its Representatives or Advisers destroy, all notes, analyses or memoranda containing Confidential Information; and
 - (d) if so requested by the Disclosing Party, supply a certificate addressed to the Disclosing Party and signed by any of the directors of the Receiving Party confirming that, so

far as he is aware (having made all reasonable enquiries), the requirements of this sub-clause 5.2 have been complied with.

5.3 The provisions of sub-clause 5.2 shall not apply to any Confidential Information:

- (a) stored electronically, digitally or in machine-readable form pursuant to an existing, routine data back-up exercise on servers or back-up sources so long as it is deleted from local hard drives and no attempt is made to recover it from such servers or back-up sources; or
- (b) which is required to be retained for the purposes of complying with (i) applicable law, regulation or any rule of any regulatory body to whose rules the relevant party is subject or (ii) any internal document retention compliance policy or procedures,

provided that, in each case, it continues to be treated confidentially and in accordance with the terms of this letter.

5.4 The Receiving Party may retain all of that Receiving Party's own board and committee minutes and associated documents containing Confidential Information and any advice (whether privileged or otherwise) received from its legal advisers that contains Confidential Information provided that, in each case, it continues to be treated confidentially and in compliance with this letter.

6. Protection of goodwill

6.1 The Receiving Party shall not, and shall procure that no member of the Receiving Party's Group shall, during the Restricted Period, without the Disclosing Party's prior written consent, directly or indirectly:

- (a) initiate, accept or engage in any discussions or contacts of any kind with an employee or officer of the Disclosing Party or the Disclosing Party's Group, except as permitted pursuant to the terms of this letter;
- (b) subject to sub-clause 6.2, employ or otherwise engage any Restricted Employee or solicit, entice away and encourage any Restricted Employee to leave the employment of the Disclosing Party or any member of the Disclosing Party's Group, whether or not such termination would be a breach of his or her contract of employment; or
- (c) solicit, canvass or seek to entice away the custom or business of any customer or supplier of the Disclosing Party's Group in competition with the Disclosing Party.

6.2 Each of:

- (a) the recruitment of a person through the placing of any general advertisement available to members of the public generally which is not specifically directed at any Restricted Employee; or
- (b) the recruitment of any person through an employment agency where such agency has not been specifically instructed to solicit any Restricted Employee or encouraged or advised to approach or target any Restricted employee

shall not constitute a breach of sub-clause 6.1.

6.3 Each party acknowledges that each of the undertakings in clause 6 is considered fair and reasonable by the parties and is a separate undertaking enforceable separately and independently of any person's right to enforce any one or more of the other undertakings contained in clause 6

7. Interests in securities

7.1 In consideration of the Confidential Information being supplied by the Company, the Offeror agrees, subject to the provisions of sub-clauses 7.2 and 7.3, and undertakes to the Company and each other member of the Company's Group that, save with the prior written consent of the Company, it will not (and shall procure that no member of its Group shall), during the Standstill Period, directly or indirectly, alone or acting in concert with others in any manner:

- (a) acquire, offer, propose or agree to acquire or solicit an offer to sell, or cause, procure, induce or encourage another person to acquire, offer, propose or agree to acquire or solicit an offer to sell, any direct or indirect interest in any relevant securities of the Company, 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 that party or any other person will or may acquire, any such direct or indirect interest;
- (b) announce or make, or cause, procure, induce or encourage another person to announce or make:
 - (i) an offer to acquire, or a proposal in relation to, all or any relevant securities of the Company; or
 - (ii) a possible offer for the Company (unless required to do so by the Panel on Takeovers and Mergers pursuant to Rule 2.2 of the Code or by law or the rules of any competent stock exchange or other regulatory body or authority);
- (c) enter into any agreement, arrangement or understanding (whether legally binding or not), or initiate or implement any court or other process, or do or omit to do any act, as a result of which the other party or any other person will or may become obliged (whether

under the Code or otherwise) to announce or make an offer to acquire, or a proposal in relation to, all or any relevant securities of the Company;

(d) enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the holding or disposition of, or the exercise of voting rights attaching to, any relevant securities of the Company; or

(e) act in concert with or enter into any agreement, arrangement or understanding (whether legally binding or not) with any other person in connection with any offer to acquire the Company to be announced or made by that other person or any of its group undertakings.

7.2 The restrictions set out in sub-clause 7.1 shall cease to apply if, during the Standstill Period:

(a) the Offeror announces a firm intention to make an offer to acquire the Company in accordance with Rule 2.7 of the Code which is recommended by the board of the Company;

(b) a third party (which, for the avoidance of doubt, shall not include the Offeror or any person with whom the Offeror may be deemed to be acting in concert) publicly announces, in accordance with Rule 2.7 of the Code, a firm intention to make an offer to acquire more than 50 per cent. of the issued ordinary share capital of the Company whether or not such offer is recommended by the Company's board of directors; or

(c) the Company or any member of its Group enters into, or announces that it is proposing to enter into, a reverse takeover (as defined in the Code) or announces that it is seeking shareholder approval of a whitewash proposal which would otherwise result in an obligation to make a general offer under Rule 9 of the Code.

7.3 The obligations set out in sub-clause 7.1 shall not apply to any person (including the Offeror's advisers or agents) who acquires or disposes of any interest in relevant securities in the ordinary course of business of that person as a fund manager, market-maker, broker or provider of trustee or nominee services where the decision to acquire or dispose is taken by an individual who is not in possession of Confidential Information.

8. Dealing restrictions

8.1 The Receiving Party confirms that its Representatives and Advisers, and any persons who are or become in possession of the Confidential Information, are or will be made aware of:

(a) the prohibition on insider dealing set out in the Criminal Justice Act 1993 (the "CJA"); and

(b) the prohibitions on market abuse contained in the Market Abuse Regulation (No. 596/2014/EU) ("MAR").

8.2 The Receiving Party acknowledges that any Confidential Information provided in consequence of the matters contemplated by this letter is given in confidence and must be kept confidential until an announcement containing details of the Proposed Transaction is released or the information has otherwise been made public. Before this time, the Receiving Party agrees not to engage in any behaviour in relation to financial instruments (as defined in MAR) which would amount to market abuse or insider dealing for the purposes of MAR, on such Confidential Information.

8.3 The Receiving Party acknowledges that some or all of the Confidential Information or the fact that investigations, discussion or negotiations are taking place relating to the Proposed Transaction may constitute inside information for the purposes of the CJA and, accordingly, by receiving Confidential Information the Receiving Party may become an "insider". The Receiving Party consents to being made an insider by virtue of receiving inside information and confirms and undertakes that it shall not make use of any of the Confidential Information for the purpose of dealing, or disclosing or encouraging another person to deal, in the securities of the Disclosing Party or otherwise behave in any way which constitutes a breach of the provisions of the CJA before the Confidential Information has become public.

9. Application of the Code

9.1 The parties acknowledge that the Proposed Transaction is subject to the Code and further acknowledge the need to maintain absolute secrecy in relation to the status of the Proposed Transaction.

10. Duration

The obligations contained in this letter other than those contained in clause 5 shall terminate and be of no further effect upon the earlier of:

- (a) the successful completion of the Proposed Transaction; and
- (b) the date falling 2 years from the date of this letter.

11. Principal

Each party confirms that it is interested in the Proposed Transaction as a principal, and not as agent, nominee or broker for any other person, and that it will be responsible for any costs incurred by it or its Representatives and Advisers in considering or pursuing the Proposed Transaction and complying with the terms of this letter.

12. No offer

Offeror acknowledges that:

- (a) the furnishing or receipt of Confidential Information will not constitute an offer, inducement or invitation by, or on behalf of, the Company, nor the basis of any contract nor a representation which may be relied upon by Offeror; and
- (b) the Company reserves the right in its sole and absolute discretion to reject all or any proposals, and to terminate discussions and negotiations relating to the Proposed Transaction at any time without giving reason and without liability to Offeror.

13. No representation or warranty

Each party acknowledges that:

- (a) the Disclosing Party has not made nor will make any representation or warranty, express or implied, as to the accuracy, completeness or otherwise of the Confidential Information supplied by it;
- (b) neither party shall be under an obligation to supply any Confidential Information to the other party;
- (c) neither the Disclosing Party nor any of its Representatives or Advisers (except in the case of fraud) will be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of any reliance on any statement contained or omitted from the Confidential Information; and
- (d) the Disclosing Party is not under any obligation to update or correct any inaccuracies which may become apparent in any of the Confidential Information.

14. No licence

Each party acknowledges that all intellectual property rights in the Confidential Information, including but not limited to patents, copyright, trademarks, registered designs, design rights and database rights together with any moral rights, shall at all times remain the property of the Disclosing Party and no licence or any proprietary right shall be granted to the Receiving Party other than for the purposes specified in this letter, and the Receiving Party hereby assigns or agrees to assign to the Disclosing Party any and all such intellectual property rights as the Receiving Party may have or obtain in the Confidential Information.

15. Remedies

- 15.1 The Receiving Party acknowledges and agrees that damages or an account of profits may not be an adequate remedy for a breach of the terms of this letter and agrees to waive any

rights it may have to oppose the granting of equitable or injunctive relief sought by the Disclosing Party in relation to any breach or suspected breach of the undertakings contained in this letter.

16. General

- 16.1 This letter sets out the entire agreement and understanding between the parties and supersedes all previous agreements entered into between the parties with respect to the Confidential Information;
- 16.2 Each party agrees that:
- (a) the rights, powers and remedies conferred on any party by this letter and remedies available to any party are cumulative and are additional to any right, power or remedy which it may have under general law or otherwise;
 - (b) either party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this letter by the other party without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed; and
 - (c) no single or partial exercise of, or failure or delay in exercising, any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this letter or otherwise.
- 16.3 No purported variation of this letter shall be effective unless it is in writing and signed by or on behalf of each of the parties.
- 16.4 To the extent that any provision of this letter is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this letter, it shall not affect the enforceability of the remainder of this letter nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 16.5 This letter may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart and each counterpart, when executed, shall be an original of this letter and all counterparts shall together constitute one instrument.
- 16.6 Unless expressly provided for in this letter, no term of this letter is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

Premier Asset Management Group plc
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01483306090
corporate@premierassetmanagement.co.uk
www.premierfunds.co.uk



16.7 Each party agrees that:

- (a) save as set out in sub-clause (b), no person may assign any of its rights under this letter; and
- (b) that the Disclosing Party may assign its rights to any company in its Group.

16.8 This letter and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law and the parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this letter, its subject matter or formation.

16.9 Each party acknowledges that the Confidential 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 terms of this letter are, in part, to enable the parties to comply with the requirements of that Regulation and that Act.

If you are in agreement with the provisions of this letter please indicate your agreement by signing and returning to us the enclosed copy of this letter.

Yours faithfully

A handwritten signature in blue ink, appearing to be "DPL", written over a horizontal line.

Director
For and on behalf of
Premier Asset Management Group PLC

The Company agrees, undertakes and acknowledges in the terms set out in the above letter.

A handwritten signature in black ink, appearing to be "David Barron", written over a horizontal line.

DAVID BARRON, DIRECTOR
Duly authorised
For and on behalf of
Miton Group plc

Premier Portfolio Managers Ltd is registered in England no. 01235867. Premier Fund Managers Ltd is registered in England no. 02274227. Premier Asset Management Group plc is registered in England no. 06306664. Both Premier Fund Managers Limited and Premier Portfolio Managers Limited are ISA managers, authorised and regulated by the Financial Conduct Authority, members of the 'Premier' and 'Premier Asset Management' marketing groups and subsidiaries of Premier Asset Management Group plc. Registered office of all companies: Eastgate Court, High Street, Guildford, Surrey GU1 3DE.