

**Young & Co.'s Brewery, P.L.C.**

**and**

**The City Pub Group plc**

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**Confidentiality Agreement**

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## PARTIES

- (1) **The City Pub Group plc** incorporated and registered in England and Wales with company number 07814568 whose registered office is at Essel House, 2<sup>nd</sup> Floor, 29 Foley Street, London, England W1W 7TH (**City**); and
- (2) **Young & Co.'s Brewery, P.L.C.** incorporated and registered in England and Wales with company number 00032762 whose registered office is at Copper House, 5 Garratt Lane, Wandsworth, London, England SW18 4AQ (**Young's**).

## BACKGROUND

- (A) The parties intend to enter into discussions relating to the Purpose which will involve the disclosure of confidential information between City and Young's.
- (B) The parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information.

## AGREED TERMS

### 1 INTERPRETATION

#### 1.1 Definitions

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Confidential Information:** has the meaning given in clause 2.

**Discloser:** a party to this agreement that discloses its Confidential Information, directly or indirectly, to the other party.

**Group:** in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company (and each company in a Group is a member of the Group).

**Group Company:** in relation to a company, any member of its Group.

**holding company:** has the meaning given in clause 1.2.5.

**Purpose:** the potential purchase by Young's of the entire issue share capital of City and its subsidiaries.

**Recipient:** a party to this agreement that receives Confidential Information, directly or indirectly, from the other party.

**Representative(s):** in relation to each party and any member of its Group:

- (a) its officers and employees that need to know the Confidential Information for the Purpose;

- (b) its professional advisers or consultants who are engaged to advise that party and/or any member of its Group in connection with the Purpose;
- (c) its contractors and sub-contractors engaged by that party and/or any member of its Group in connection with the Purpose;
- (d) any proposed third party provider of finance to that party and/or any member of its Group in connection with the Purpose; and
- (e) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose.

**subsidiary:** has the meaning given in clause 1.2.5.

## 1.2 Interpretation

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2 Any words following the words **including** or **include** shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those words.
- 1.2.3 A reference to **writing** or **written** includes fax and email.
- 1.2.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in section 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:
  - (a) another person (or its nominee) by way of security or in connection with the taking of security; or
  - (b) its nominee.
- 1.2.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## 2 CONFIDENTIAL INFORMATION

- 2.1 **Confidential Information** means all confidential information relating to the Purpose which the Discloser or its Representatives or any of its Group Companies or their Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives or any of its Group Companies or their Representatives on or after the date of this agreement. This includes:
  - 2.1.1 the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;

- 2.1.2 the existence and terms of this agreement;
- 2.1.3 all confidential or proprietary information relating to the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser or of any of the Discloser's Group Companies;
- 2.1.4 any information, findings, data or analysis derived from Confidential Information; and
- 2.1.5 any other information that is identified as being of a confidential or proprietary nature.

but excludes any information referred to in clause 2.2.

2.2 Information is not Confidential Information if:

- 2.2.1 it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient's Group Companies or their Representatives in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
- 2.2.2 it was available to the Recipient on a non-confidential basis prior to disclosure by or on behalf of the Discloser;
- 2.2.3 it was, is, or becomes, available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
- 2.2.4 it was lawfully in the possession of the Recipient before the information was disclosed by or on behalf of the Discloser;
- 2.2.5 it is developed by or for the Recipient independently of the information disclosed by or on behalf of the Discloser; or
- 2.2.6 the parties agree in writing that the information is not confidential.

### **3 CONFIDENTIALITY OBLIGATIONS**

- 3.1 In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:
  - 3.1.1 keep the Confidential Information secret and confidential;
  - 3.1.2 not use or exploit the Confidential Information in any way except for the Purpose;
  - 3.1.3 not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with, this agreement; and
  - 3.1.4 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose.

#### **4 DATA PROTECTION**

- 4.1 Any personal data as defined in the Data Protection Act 2018, as amended from time to time, disclosed to any of the Recipients shall at all times be treated as Confidential Information and shall be subject to the terms of this agreement. In addition, the Recipients shall not use the personal data other than where necessary for the Purpose and shall at all times keep the personal data secure by complying with the sixth data protection principle under the EU General Data Protection Regulation ("GDPR").

#### **5 PERMITTED DISCLOSURE**

- 5.1 The Recipient may disclose the Confidential Information to its Representatives and to any of its Group Companies and their Representatives on the basis that it:
- 5.1.1 informs those Representatives and those Group Companies and their Representatives of the confidential nature of the Confidential Information before it is disclosed; and
  - 5.1.2 procures that those Representatives and those Group Companies and their Representatives comply with the confidentiality obligations in clause 3.1 as if they were the Recipient.
- 5.2 The Recipient shall be liable for the actions or omissions of the Representatives and of any of its Group Companies and their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

#### **6 MANDATORY DISCLOSURE**

- 6.1 Subject to the provisions of this clause 6, the Recipient may disclose Confidential Information to the extent required by:
- 6.1.1 an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
  - 6.1.2 the rules of any listing authority or stock exchange on which its shares are listed or traded; or
  - 6.1.3 the laws or regulations of any country to which its affairs are subject.
- 6.2 Before the Recipient discloses any Confidential Information pursuant to clause 6.1 it shall, to the extent permitted by law, use reasonable endeavours to give the Discloser as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with clause 6.2, the Recipient shall take into account the Discloser's reasonable requests in relation to the content of this disclosure.
- 6.3 If the Recipient is unable to inform the Discloser before Confidential Information is disclosed pursuant to clause 6.1 it shall, to the extent permitted by law, inform the Discloser of the circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

## **7 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

- 7.1 If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall promptly:
- 7.1.1 at the choice of the Recipient, destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;
  - 7.1.2 to the extent technically and legally practicable, erase all the Discloser's Confidential Information which is stored in electronic form on its computer and communications systems and devices used by it or on systems and data storage services provided by third parties; and
  - 7.1.3 certify in writing to the Discloser (but without liability on the part of the person signing the certificate) that it has complied with the requirements of this clause 7.1.
- 7.2 Nothing in clause 7.1 shall require the Recipient to return, destroy or erase any documents or materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 7.2.

## **8 RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT**

- 8.1 Each party reserves all rights in its Confidential Information. The disclosure of Confidential Information by a Discloser to a Recipient does not give that Recipient or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement.
- 8.2 Except as expressly stated in this agreement, neither party makes any express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.
- 8.3 The disclosure of Confidential Information by or on behalf of the Discloser shall not form any offer by, or representation or warranty on the part of, the Discloser to enter into any further agreement with the Recipient in relation to the Purpose.

## **9 INSIDE INFORMATION**

- 9.1 Each party acknowledges that some or all of the Confidential Information may be inside information for the purposes of the UK Market Abuse Regulations, which is the UK version of the EU Market Abuse Regulation (596/2014) that is part of UK law by virtue of the European Union (withdrawal) Act 2018 (UK MAR) and Part V of the Criminal Justice Act 1993 (CJA) and that any Recipients (and/or their Representatives) who are in, or acquire, possession of any Confidential Information may have inside information for the purpose of UK 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 UK MAR and the CJA and will bring to the attention of its Representatives who, from time to time receive this information, the

prohibitions on market abuse set out in UK MAR and on insider dealing contained in the CJA.

- 8.2 Each party acknowledges, and will advise each of its Representatives that, it must act in relation to the Confidential Information in compliance with: (a) the prohibition on market abuse contained in UK 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.

## **10 INADEQUACY OF DAMAGES**

Without prejudice to any other rights or remedies that the parties may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the terms of this agreement. Accordingly, each party shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this agreement by the other party.

## **11 NO OBLIGATION TO CONTINUE DISCUSSIONS**

Nothing in this agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose, or an obligation on either party, or any of their Group Companies, to disclose any information (whether Confidential Information or otherwise) to the other party.

## **12 ENDING DISCUSSIONS AND DURATION OF CONFIDENTIALITY OBLIGATIONS**

- 12.1 If either party decides not to continue to be involved in the Purpose, it shall notify the other party in writing immediately.
- 12.2 Notwithstanding the end of discussions between the parties in relation to the Purpose pursuant to clause 12.1, each party's obligations under this agreement shall continue in full force and effect for a period of two years from the date of this agreement.
- 12.3 The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.

## **13 NO PARTNERSHIP OR AGENCY**

- 13.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 13.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **14 GENERAL**

- 14.1 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

- 14.2 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 14.4 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.5 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.6 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 14.7 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by pre-paid first class post or other next working day delivery service or commercial courier.
- 14.8 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.7; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.9 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. Notwithstanding clause 1.2.3, notices may not be given by fax or email.
- 14.10 No one other than a party to this agreement shall have any right to enforce any of its terms.
- 14.11 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.



14.12 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Signed by [REDACTED]  
for and on behalf of The City  
Pub Group plc

[REDACTED]

Director

Signed by [REDACTED] for  
and on behalf of Young &  
Co.'s Brewery, P.L.C.

[REDACTED]

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Director