

Electronic Data Processing PLC
4th Floor
Fountain Precinct
Balm Green
Sheffield S1 2JA

ACCEL-KKR Company, LLC
33 St. James's Square
London
SW1Y 4JS UK

Kerridge Commercial Systems Limited
2A Herongate
Charnham Park
Hungerford
RG17 0YU UK
Registered number: 07080521

6 December 2017

Dear Sirs

ELECTRONIC DATA PROCESSING PLC ("COMPANY", "US" OR "WE") – NON-DISCLOSURE AGREEMENT

- 1 In consideration of the disclosure by us to ACCEL-KKR Company, LLC and Kerridge Commercial Systems Limited ("KCS") ("you" or "your") of Confidential Information in connection with a proposed acquisition of the entire issued and to be issued share capital of the Company ("Permitted Purpose"), you agree to maintain the confidentiality of such Confidential Information in accordance with the terms of this agreement ("Agreement"). Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, for all purposes of this agreement, (A) "you" and "your" refer solely to employees, directors and officers of Accel-KKR Company, LLC, a Delaware limited liability company ("Accel-KKR") and KCS and does not include any (i) employees of Accel Partners ("Accel") or Kohlberg, Kravis, Roberts & Co. ("KKR") who are not directors, officers or employees of Accel-KKR or (ii) portfolio companies (or any employees of portfolio companies) of Accel, KKR and/or Accel-KKR, other than KCS, and (B) in no event shall Accel, KKR or any portfolio company of Accel, KKR and/or Accel-KKR be deemed to be an "affiliate," "representative," "partner," "advisor," "agent," "designee," "controlling person" or any similar term of like import, unless such individuals receive Confidential Information in accordance with this agreement, in which case they will be considered Permitted Persons under this agreement.
- 2 "Confidential Information" shall mean any information in any form (including, without limitation, in written, oral, visual or electronic form, or on tape or disk or any Copies) relating to the business, financial or other affairs (including, without limitation, any details of the current, projected and prospective financial or trading situations, promotional and marketing activities, businesses, customers, clients, business plans, strategies, forecasts, valuations, know-how and information technology) of the Company, the Permitted Purpose or any information which is reasonably considered to be confidential in nature, which comes to your attention in connection with or as a result of the Permitted Purpose. "Copies" shall mean copies of Confidential Information including any document, electronic file, note, extract, analysis, study, plan, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.

- 3 In consideration of the disclosure of Confidential Information by us, you agree to:
- 3.1 hold the Confidential Information in confidence and not to disclose or permit it to be made available to any person, firm or company without our prior written consent, save as provided at paragraphs 4 and 6;
 - 3.2 use the Confidential Information only for the Permitted Purpose;
 - 3.3 ensure that the Confidential Information is protected with reasonable security measures and at least the same degree of care that would apply to your Confidential Information and use reasonable endeavours to ensure unauthorised persons do not gain access to the Confidential Information;
 - 3.4 comply reasonably promptly with any written request by BDO LLP ("BDO") or the Company to destroy or return any or all of the Confidential Information (including Copies) (the choice of destruction or return being at your sole option), and to confirm in writing that you have complied with your obligations under this paragraph 3.4; provided, however, that one copy may be retained for compliance, technical and regulatory purposes and electronic archives and backups made in the ordinary course of business need not be purged, provided that such retained material remain subject to this agreement and may only be used for such limited related purposes and to avoid doubt not for the purposes of the revenue-generating activities of any of the persons referred to in paragraph 1 above.
 - 3.5 keep confidential and not reveal to any person, firm or company the fact of your investigation into the Company or that discussions or negotiations are taking place or have taken place between us or between you and the Company in connection with the proposed transaction. In addition, other than required to be disclosed by law, or any regulatory or professional body or government authority (including the Panel on Takeover and Mergers), the Company agrees to you to keep confidential and not to reveal (and shall procure that BDO keeps confidential and does not reveal) to any person, firm or company (other than our or their professional advisers) either the fact that you have requested or received materials from us or BDO in connection with the Permitted Purpose, that any investigations, discussions or negotiations are taking place in connection with the Permitted Purpose or any of the material term or condition with respect to any such possible transaction (including the status thereof).
- 4 Confidential Information shall not include information which:
- 4.1 was in the public domain at the time of disclosure;
 - 4.2 is, or subsequently becomes public knowledge, other than as a direct or indirect result of the Confidential Information being disclosed by you in breach of this Agreement;
 - 4.3 was known to you prior to disclosure and that it was not under any obligation of confidence;
 - 4.4 was received from a third party without obligations of confidentiality; and/or
 - 4.5 is required to be disclosed by law or any regulatory or professional body or government authority (including the Panel on Takeover and Mergers) or pursuant to court order; and/or
 - 4.6 is or was independently developed by you or your Permitted Persons (as defined below).

- 5 You agree (to the extent permitted by law) to inform us and BDO reasonably promptly (i) of the full circumstances of any required disclosure under paragraph 4.5 and (ii) upon becoming aware that Confidential Information has been disclosed in breach of this Agreement. You agree to pay due regard to any representations that we may make in connection with such disclosure.
- 6 You may disclose Confidential Information to: (i) such of your officers or employees as necessary for the Permitted Purpose; (ii) your professional advisers engaged to advise in connection with the Permitted Purpose (including, without limitation, attorneys, accountants, consultants, appraisers, financial advisors, commercial bank lenders and other prospective sources of financing); and/or (iii) people to whom BDO or the Company agree in writing may receive Confidential Information ("Permitted Persons"), provided you:
- 6.1 Inform any Permitted Persons that the information is confidential; and
- 6.2 procure that any Permitted Persons agree to comply with the obligations under this Agreement as if they were you, and in the case of disclosure pursuant to (ii) or (iii) above, if BDO or the Company so requests, procure that they enter into a confidentiality agreement with BDO and/or the Company on terms no less onerous than those contained in this Agreement.
- 7 You will ensure that each Permitted Person acknowledges, on or before the first occasion when such Permitted Person is informed of the Permitted Purpose or of any aspect of it, that:
- 7.1 any information about the Permitted Purpose or any aspect of it that is not in the public domain is or may be inside information in relation to the Company shares for the purposes of the market abuse provisions of the UK Financial Services and Markets Act 2000 and/or the inside information provisions of the Disclosure Rules and Transparency Rules (or "DTRs") of the UK Financial Conduct Authority; and
- 7.2 the Permitted Person has (or will have) a duty of confidentiality to us in respect of such information, as referred to in DTR 2.5.1(R)(2),
- and, save as otherwise restricted by applicable law or regulation or government authority, you will provide us with written confirmation of each such acknowledgement (including confirmation of the identity of the Permitted Person that gave it, the date on which it was given and the person to whom it was given) reasonably promptly following your receipt of our written request for such confirmation (provided that, when such request is made, information about the Permitted Purpose is in the public domain and the Financial Conduct Authority has made enquiries in relation to the Permitted Purpose concerning our compliance with any of the market abuse provisions or the inside information provisions referred to at paragraph 7.1 above).
- 8 You undertake to us that:
- 8.1 the Confidential Information will not be used by you for any purpose other than the Permitted Purpose;
- 8.2 you will not without our prior written consent, make any approach of any kind whatsoever to any person who has a business relationship with us (including, without limitation, customers, suppliers, distributors, landlords, sub-contractors or licensors) save to the extent that such an approach relates to matters conducted in the ordinary course of your business unconnected with your evaluation of the Permitted Purpose, including for the purposes of the conduct of general market and industry diligence;
- 8.3 you will not, without our prior written consent, visit or inspect any property owned, used or occupied by us (other than in the ordinary course of your business);
- 8.4 you will not, for a period of 12 months from the date of this Agreement, directly or indirectly solicit or endeavour to entice away any person who is, at the date of this

Agreement, or who becomes, during the course of such negotiations, any director, employee, consultant to or officer of the Company (whether or not such person would commit any breach of his contract of employment or engagement by leaving such position), nor will you offer to employ any such person provided that the foregoing restrictions shall not apply in the case of any such person (i) who responds to a general advertisement for recruitment without any other direct or indirect solicitation by or encouragement from you, (ii) who contacts you on his or her own initiative without any direct or indirect solicitation prior to such person's initial contact, or (iii) who is no longer a director or officer of the Company prior to commencement of employment discussions between you and such person;

8.5 for a period of 12 months from the date of this Agreement you will not, without the recommendation of the Company's board of directors, directly or indirectly, acting either alone or jointly with or on behalf of any other person, in any manner:

8.5.1 acquire, announce an intention to acquire, offer or propose to acquire, offer to sell or enter into any agreement, arrangement or undertaking to acquire or to sell, directly or indirectly, alone or acting in concert (as defined in The City Code on Takeovers and Mergers "Code") with others, any of the Company's securities, or any direct or indirect interest in those securities;

8.5.2 put yourselves in a position where you are obliged to make an offer under Rule 9 of the Code; or

8.5.3 make an approach to or solicit any of the Company's shareholders in connection with or relating to a possible acquisition (direct or indirect) of or offer for any interest in the Company's securities or business,

provided that if during such period a third party (which, for the avoidance of doubt, shall not include you or any person with whom you may be deemed to be "acting in concert" (as that term is defined in the Code)) publicly announces a firm intention to make an offer to acquire the whole of the issued share capital of the Company not already owned or agreed to be acquired by such third party (or any person or persons "acting in concert" with such third party (as that term is defined in the Code)) then you shall be entitled (notwithstanding the foregoing provisions of this Agreement) to make an offer for the whole of the issued share capital of the Company not already owned or agreed to be acquired by you (or any person or persons "acting in concert" with you (as that term is defined in the Code))

9 Nothing in this Agreement shall be construed as granting or conferring any right in, title to or licence in respect of the Confidential Information, which shall remain the Company's property at all times as the case may be, unless otherwise specified in a subsequent agreement.

10 We and/or BDO make no representation or warranty, express or implied as to the truth, accuracy or completeness of any Confidential Information and shall not be liable to you or to anyone to whom you disclose the Confidential Information if it is relied upon. We and BDO shall not be obliged to update any Confidential Information or to correct any inaccuracies in the Confidential Information. Only those representations or warranties which are made in a final definitive agreement regarding a transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

11 The obligations in this Agreement shall continue for a period of two years (except where stated otherwise) from the date of this Agreement notwithstanding any decision not to proceed with the Permitted Purpose, the termination of any discussions or negotiations between the Company and you about the Permitted Purpose or any other related transaction and notwithstanding any return or destruction of the Confidential Information.

- 12 You acknowledge and confirm to us and BDO (for the benefit of it and each of our Permitted Persons) that:
- 12.1 we are under no obligation to consider or accept any proposal which is made by you (or on your behalf) in the course of our discussions in relation to the Permitted Purpose, and that the Company remains free to enter into any transaction or agreement with any other person (or to enter into any related discussions);
 - 12.2 the matters referred to in this Agreement and the Confidential Information may (in whole or in part) constitute inside information for the purposes of the Criminal Justice Act 1993, or the market abuse regime under Part VIII Financial Services and Markets Act 2000 and that, without limiting the obligations imposed under those Acts, you will not deal in (or encourage any other person to deal in) our shares or securities or base any behaviour on such information until you have ceased to have such information for the purposes of the Acts..
 - 12.3 you will bring to the attention of anyone to whom you disclose Confidential Information their obligations and liabilities in relation to inside information under the Criminal Justice Act 1993 and the market abuse regime under the Financial Services and Markets Act 2000;
 - 12.4 we are permitted to name you as a potential bidder for the Company if we are required to do so under the Code; and
 - 12.5 you will acquire no right, title or interest to or in, and are responsible for making your own evaluation of, the Confidential Information disclosed and that BDO, which is regulated by the Financial Conduct Authority, is advising the Company and no one else in relation to the Permitted Purpose and will not be responsible to anyone other than the Company for providing the protections offered to customers of BDO or for providing advice in relation to the Permitted Purpose.
- 13 Neither party shall assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other. For the avoidance of doubt, none of the terms under this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it, except you agree that the Company may rely on the Contracts (Rights of Third Parties) Act 1999 should they need to enforce the terms of this letter.
- 14 In the event that any part of this Agreement is held to be invalid or unenforceable, the remainder will continue in full force and effect.
- 15 This Agreement constitutes the entire understanding between the parties in respect of the Confidential Information and may only be varied by the written agreement of both parties.
- 16 This Agreement shall be governed by and construed in accordance with the laws of England and each party hereby submits to the exclusive jurisdiction of the English courts.

Yours faithfully


For and on behalf of Electronic Data Processing PLC

Signed [REDACTED]
Name [REDACTED]
Title [REDACTED]
For and on behalf of ACCEL-KKR Company, LLC
Date [REDACTED]

Signed [REDACTED]
Name [REDACTED]
Title [REDACTED]
For and on behalf of Kerridge Commercial Systems Limited
Date [REDACTED]