

**STRICTLY PRIVATE AND CONFIDENTIAL**

Tinicum Incorporated  
800 Third Avenue, 40<sup>th</sup> Floor  
New York, NY 10022

13 February 2026

Dear Sirs

**Project Lomond**

Tinicum Incorporated (“Tinicum” or “Bidder” or “you” or “your”) has consented to receive certain information regarding the Potential Transaction and, in consideration of the Company (“us” or “we” or “our”) and our Agents making available to you and your Agents the Confidential Information, you hereby agree with and acknowledge and undertake to the Company on the terms set out in this letter. The obligations are given by you in favour of the Company and each member of its Group.

**1. Interpretation**

1.1 In this letter:

“**acting in concert**” has the meaning given to it in the Code;

“**affiliate**” means, in relation to any person or entity, any person or entity who or which, directly or indirectly, controls or is controlled by, or is under common control with, such person or entity, and, for the avoidance of doubt, includes (without limitation), in relation to you any entity controlled, managed or owned by you or funds managed or advised by you (other than any Excluded Affiliates);

“**Agents**” means:

- (A) in your case, your affiliates and your and their respective directors, officers, employees, agents, partners, attorneys, accountants, consultants, professional advisers and contractors; and
- (B) in our case, each member of our Group and our and their respective directors, officers, employees, agents, partners, attorneys, accountants, consultants, professional advisers and contractors;

“**Clean Team Agreement**” means any clean team agreement which may be entered into between you and us and any appropriate third party that establishes a “clean team” that shall limit access to certain Confidential Information to certain of your employees and outside counsel and experts hired by you in connection with the Potential Transaction for the purpose of the designated matters set out therein;

“**Code**” means the City Code on Takeovers and Mergers as from time to time amended;

“**Company**” means Senior plc;

“**Confidential Information**” means all Information relating:

- (A) directly or indirectly to the existence of a proposal from one or more third parties for the acquisition of the entire issued and to be issued share capital of the Company;
- (B) directly or indirectly to the Potential Transaction, including the existence of the Potential Transaction and this letter and of any discussions and negotiations between (on the one hand) us and (on the other hand) you (or, in each case, our respective Agents), the fact that we have been willing to enter into such discussions and negotiations with you and your prospective interest in the Potential Transaction and/or the transaction contemplated by the Potential Transaction, the fact that we have made Information of the type described in sub-paragraph (C) below available to you (to the extent that we have done so), and the terms and conditions of the Potential Transaction discussed between (on the one hand) you and (on the other hand) us (or, in each case, our respective Agents); and
- (C) to any member of our Group including, without limitation, Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of any member of our Group disclosed by or acquired in any way (and whether directly or indirectly or on or after the date of this letter) from or on behalf of us or any of our Agents and includes all copies of any such Information and Information prepared by you or your Agents which contains or otherwise reflects or is generated from such Information,

**BUT EXCLUDING:**

- (i) all Information that is in, or has (after disclosure to or acquisition by you or your Agents) entered, the public domain otherwise than: (a) as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter; or (b) which you or your Agents know (or ought reasonably to have known having made reasonable enquiry) to have been disclosed in breach of any duty of confidentiality owed to us or any of our Agents; and
- (ii) in relation to sub-paragraph (C) only, all Information that you can demonstrate by your written records was properly and lawfully in your or your Agents' possession prior to the time that it was disclosed by or acquired from us or any of our Agents and provided that such Information is not known by you or any of your Agents to be subject to any other duty of confidentiality owed to us or any of our Agents; and
- (iii) any information which was independently developed by you without use of the Information.

**“control”** (together with its correlative meanings, **“controlled by”** and **“under common control with”**) means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management, business, activities or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise);

**“Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data transmitted, stored or otherwise processed;

**“Data Protection Law”** means any applicable data protection and privacy laws, regulations and other similar instruments in any jurisdiction;

**“Excluded Affiliates”** means: (i) if applicable, any direct or indirect portfolio companies of investment funds advised or managed by you and/or your affiliates (it being acknowledged and agreed that: (a) certain directors, officers or employees of the Bidder and its affiliates may serve as board members, board observers, directors and/or managers of one or more of such portfolio companies (**“PE Appointees”**); and (b) a portfolio company will not be deemed to have received Confidential Information solely because a PE Appointee is a board member, board observer, director and/or manager of such portfolio company); and (ii) any of your affiliates who are not acting in concert with you in relation to the Potential Transaction;

**“Existing Securities”** means the 9,917,706 ordinary shares in the Company held by funds managed by Tincum as at the date of this letter;

**“Group”** means, in respect of any person, its group undertakings from time to time (group undertakings having the meaning ascribed to it in section 1161 of the Companies Act 2006);

**“Information”** means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including CD ROM, magnetic and digital form;

**“person”** includes a reference to an individual, a body corporate, government body, association or partnership;

**“Personal Data”** means any personal data (as defined under applicable Data Protection Law) that is disclosed by or acquired in any way (and whether directly or indirectly, or before, on or after the date of this letter) from us or any of our Agents and includes all copies of any such personal data prepared by you or any of your Agents which contains such personal data;

**“Potential Transaction”** means the possible offer by you or by any of your affiliates (including by any entity formed, controlled or owned by you (including, without limitation (if applicable), funds managed or advised by you)) to acquire the entire issued and to be issued share capital of the Company (other than any share capital already owned by you and your affiliates), whether by a takeover offer or a scheme of arrangement (in each case, as defined in the Companies Act 2006), including any financing thereof;

**“securities”** means any shares or security in the capital of the relevant company, any option to acquire any such share or security and any derivative relating to, or any rights whatsoever in respect of, any such share or securities; and

**“UK MAR”** means the Market Abuse Regulation (EU) No 596/2014 in such form as incorporated into the law of England and Wales, Scotland and Northern Ireland by the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced under domestic law from time to time.

## **2. Confidential Information**

- 2.1 You will treat and keep all Confidential Information as secret and confidential and will not, without our prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than as provided in this letter.
- 2.2 You will ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to your own confidential information and in any case no less than reasonable measures and a reasonable degree of care.

- 2.3 You will not use any Confidential Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than directly in connection with your appraisal of our Group for the purpose of evaluating, negotiating, advising on, financing or implementing the Potential Transaction.
- 2.4 You will not make, or permit or procure to be made, any copies in any form of the Confidential Information except: (i) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter; or (ii) with our prior written consent.

### 3. Exceptions

3.1 The restrictions in sub-paragraph 2.1 do not apply to the disclosure of Confidential Information:

- (A) to your Agents who strictly need to receive and consider such Confidential Information for the purposes of evaluating, negotiating, advising on or implementing the Potential Transaction;
- (B) between your Agents (who strictly need to receive and consider such Confidential Information for the purposes of your evaluation, negotiation or implementation of the Potential Transaction) for the purposes of evaluating, negotiating, advising upon or implementing the Potential Transaction;
- (C) to the prospective providers of third-party equity or debt financing (including any take-out or replacement financing) who strictly need to receive and consider such Confidential Information for the purposes of evaluating or implementing the Potential Transaction (the “**Financing Providers**”), and, in each case, to their respective professional advisers engaged in relation to the Potential Transaction, provided that you notify us of the identity of any Financing Providers prior to disclosing Confidential Information to them and we provide written consent prior to such disclosure (such consent not to be unreasonably withheld or delayed), provided further that:
- (i) no such consent or notification will be required in respect of the disclosure of Confidential Information to Barclays Bank plc or any of its affiliates in its capacity as a Financing Provider;
- (ii) no such consent or notification will be required in respect of the disclosure of Confidential Information to any existing limited partners in any funds managed or advised by you or your affiliates in their capacity as Financing Providers (provided that you notify us of the identity of any such persons prior to disclosing the relevant Confidential Information (for this purpose having only the meaning in paragraph (C) of the definition of “Confidential Information”));
- (iii) following any announcement pursuant to Rule 2.7 of the Code by you (or any person acting in concert with you) of a firm intention to make an offer to acquire all of the issued and to be issued share capital of the Company, no such consent or notification will be required in respect of the disclosure of Confidential Information to any Financing Provider; and
- (iv) to the extent that sub-paragraphs 3.1(C)(i) to 3.1(C)(iii) do not apply, if the restrictions in sub-paragraph 8.1 cease to apply by virtue of sub-

paragraph 8.4, no such consent or notification will be required in respect of the disclosure of Confidential Information (for this purpose having only the meaning in paragraph (B) of the definition of “Confidential Information”) to any Financing Provider (provided that, for so long as you remain in discussions with us, you notify us of the identity of any such persons prior to disclosing the relevant Confidential Information) (and for the avoidance of doubt, if the restrictions in sub-paragraph 8.1 cease to apply by virtue of sub-paragraph 8.4, you may only disclose Confidential Information having the meaning in paragraph (C) of the definition of “Confidential Information” to any such Financing Provider with our prior written consent (such consent not to be unreasonably withheld or delayed), unless such disclosure is to a reputable international investment or commercial bank that is a prospective provider of debt financing in connection with the Potential Transaction in which case no such consent shall be required); or

- (D) which is required to be disclosed by law or the rules of any applicable regulatory, governmental or supervisory organisation (but subject to paragraph 5).
- 3.2 You will ensure that where Personal Data is disclosed under sub-paragraphs 3.1(A) to 3.1(C) (inclusive), disclosure of Personal Data is limited to those persons who need access to the Personal Data to assess the Potential Transaction and that access will only be granted to such part or parts of the Personal Data as is strictly necessary in relation to that person’s particular duties in assessing the Potential Transaction.
- 3.3 You will ensure that:
- (A) each person to whom any Confidential Information is disclosed in accordance with sub-paragraphs 3.1(A) to 3.1(C) (inclusive) is provided with a copy of this letter and observes its terms (other than sub-paragraphs 7.2 and 7.3 and paragraph 8, save to the extent expressly applicable to such persons in accordance with the terms thereof) as if they were a party to the letter and had undertaken the same obligations as are undertaken by you (other than the obligations under sub-paragraphs 7.2 and 7.3 and paragraph 8, save to the extent expressly applicable to such persons in accordance with the terms thereof); and
  - (B) each person granted access to Personal Data under sub-paragraphs 3.1(A) to 3.1(C) (inclusive) is aware of your duties and his, her or its duties under Data Protection Law and under this letter with respect to Personal Data.
- 3.4 You will be responsible for any breach of the terms of this letter by any person to whom you disclose Confidential Information and/or Personal Data under this paragraph 3.
- 3.5 The provisions of this letter are without prejudice to the provisions of any Clean Team Agreement.

#### **4. Records and Destruction of Confidential Information**

- 4.1 You will, upon written demand by us:
- (A) within ten (10) days of such demand, destroy all Confidential Information (for this purpose Confidential Information having only the meaning in sub-paragraph (C) of the definition of “**Confidential Information**”) and all copies thereof which have been made by or on behalf of you or your Agents; and

(B) ensure that where Confidential Information has not been destroyed under sub-paragraph (A) above, no step will be taken to access or recover such Confidential Information from any computer, word-processor, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine readable form. You will continue to hold such Confidential Information subject to the terms of this letter.

4.2 Notwithstanding the obligations in this paragraph, you and your Agents will be entitled to retain:

(A) papers or minutes of your board or, if applicable, investment committee that, in each case contain or reflect any Confidential Information; and

(B) such copies of such Confidential Information as is required to be retained by law, the rules of any applicable regulatory, governmental or supervisory organisation to which you or your Agents (as applicable) are subject or any bona fide document retention and compliance policy,

provided that, in each case, such Confidential Information will continue to be held subject to the terms of this letter.

4.3 If so requested by us, you shall, within ten (10) days of such request, confirm in writing, electronic mail being sufficient, to us that the obligations contained in this paragraph have been complied with by you and your Agents.

## **5. Announcements and disclosure**

5.1 Subject to sub-paragraphs 5.2 and 5.3, and other than as provided in paragraph 3, you will not make, permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of any Confidential Information, including your prospective interest in the Potential Transaction and/or the transaction contemplated by the Potential Transaction, without our prior written consent, provided always that, at any time when the restrictions in sub-paragraph 8.1 do not apply by virtue of sub-paragraph 8.5, you will not be restricted by this letter from making any announcement or disclosure containing Confidential Information (for this purpose Confidential Information having only the meaning in sub-paragraph (B) of the definition of “**Confidential Information**”).

5.2 If you become (or it is reasonably likely that you will become) compelled by law, regulation or the rules of any applicable regulatory, governmental or supervisory organisation to whose jurisdiction you are subject (including the Takeover Panel), to disclose any Confidential Information, you will, save to the extent prohibited by applicable law or regulation, reasonably promptly notify us and, to the extent reasonably practicable, comply with our reasonable requirements to prevent or minimise that disclosure.

5.3 Where you make disclosure of Confidential Information under sub-paragraph 5.2, the disclosure will, save to the extent prohibited by applicable law or regulation, be made only after prompt consultation with us and after taking into account our reasonable requests as to the timing, content and manner of making such disclosure. Furthermore, you will disclose only that portion of the relevant Confidential Information which your legal advisers advise in writing must by applicable law or regulation be disclosed.

5.4 Where, in accordance with sub-paragraph 5.3, you are not permitted to consult with us before disclosure is made, you will:

(A) disclose only that portion of the Confidential information that is required to be disclosed and preserve the confidentiality of the remainder of the Confidential Information; and

- (B) save to the extent prohibited by applicable law or regulation, inform us of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.
- 5.5 You will, save to the extent prohibited by applicable law or regulation, immediately notify us of the full circumstances of any breach of this letter upon becoming aware of such breach or threatened breach.
- 5.6 Any notification required pursuant to this letter will be made immediately by telephone, or email to [REDACTED] (Tel: [REDACTED]; Email [REDACTED]) or to such other person or contact numbers as may be notified to you in writing from time to time.

## 6. Personal Data

You acknowledge that Confidential Information may include Personal Data, the handling or processing or transfer of which may be subject to the requirements of Data Protection Law. Without limitation to any other term of this letter, in relation to the Personal Data, you will:

- (A) comply with all relevant provisions of Data Protection Law;
- (B) take appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the processing of the Personal Data and to guard against a Data Breach;
- (C) promptly notify us upon:
  - (i) becoming aware of a Data Breach;
  - (ii) receipt of any communication (including, without limitation, from the UK Information Commissioner's Office) which relates to the Personal Data or your or our compliance with Data Protection Law in respect of the Personal Data; or
  - (iii) receipt of any communication from any individual whose Personal Data you or your Agents process, or from any person acting on behalf of such individual;
- (D) promptly provide to us such reasonable co-operation, information and assistance as we may from time to time reasonably request to enable us to comply with our obligations under Data Protection Law; and
- (E) only process such Personal Data outside of the United Kingdom or the European Economic Area without the prior written consent of the Company if such processing complies with the relevant provisions of applicable Data Protection Law, which may include, without limitation, that:
  - (i) the country or territory to which the Personal Data is to be transferred or in which it will be processed is deemed adequate by the European Commission (and/or, where applicable, the UK Information Commissioner's Office) pursuant to Data Protection Law;
  - (ii) you have previously entered into standard contractual clauses for international data transfers, approved by the UK Information Commissioner's Office, ("UK SCCs") with us (in the event of a conflict

between those UK SCCs and the provisions of this paragraph 6, the UK SCCs shall prevail); or

- (iii) the Personal Data is to be processed in accordance with the terms of a valid data transfer agreement which is compliant with the requirements of applicable Data Protection Law.

## **7. Approaches**

7.1 In connection with the Potential Transaction, you will, and will procure that your Agents will, make contact with and deal with us only through our Chairman, Chief Executive Officer and our advisers at Lazard & Co. Limited, Jefferies International Limited and Slaughter and May together with such other people who may from time to time be notified to you by us in writing.

7.2 Subject to sub-paragraph 7.4, during the period of eighteen (18) months from the date of this letter, you and your affiliates will not directly or indirectly solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any person who is at any time during the negotiations relating to the Potential Transaction working for us or any member of our Group (whether as an employee or consultant or independent contractor): (i) either in a senior capacity or directly engaged in the negotiations relating to the Potential Transaction and (ii) with whom you or any of your affiliates shall have come into contact in connection with the Potential Transaction.

7.3 You undertake that while negotiations relating to the Potential Transaction are taking place you will not, and will procure that your Agents will not, directly or indirectly in connection with the Potential Transaction:

- (A) have contact with or accept any Information or advice from any client, customer or supplier of us or any member of our Group (but excluding any client, customer or supplier in the ordinary course of business and unrelated to the Potential Transaction); or
- (B) visit any of the properties at which our business or the business of any member of our Group is carried on,

in each case without our prior written consent.

7.4 Nothing in sub-paragraph 7.2 will prevent you from considering and accepting an application made by any such person or employee:

- (A) in response to a recruitment advertisement published generally (including the use of search or recruitment firms in the ordinary course of business, provided such firms have not been instructed by you to target any relevant person having come into contact with, or having become aware of, them through the Potential Transaction) and not specifically directed at our employees or the employees of any member of our Group;
- (B) who approaches you on an unsolicited basis; or
- (C) following the cessation of such person's employment with us or the relevant member of our Group without any solicitation or encouragement by you or any of your Agents.

## 8. Standstill

- 8.1 For a period of twelve (12) months from the date of this letter, you will not, and you will procure that your affiliates and any person acting in concert with you will not, without our prior written consent, directly or indirectly:
- (A) acquire or offer to acquire or enter into any agreement, arrangement or understanding (whether legally binding or not) to acquire or offer to acquire any interest in any securities of the Company (other than any securities issued pursuant to any rights granted in relation to securities in the Company held by such person as at the date of this letter);
  - (B) 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 in respect of any securities of the Company, including, without limitation, with respect to the exercise of voting rights attaching to any such securities (including, without limitation, obligations or restrictions in respect of the solicitation of proxies or votes or to influence votes from or by any holder of securities in the Company in connection with any vote of the holders of any such securities);
  - (C) enter into any agreement, arrangement, understanding or transaction or do or omit to do any act as a result of which you, any affiliate or any person acting in concert with you will become obliged or required (whether under the Code or otherwise) to make any general offer or invitation to acquire any securities of the Company;
  - (D) propose any matter to be voted on by the shareholders of the Company or seek to call or hold a general or special meeting of the shareholders of the Company;
  - (E) seek any irrevocable undertakings from shareholders of the Company in respect of votes or proxies or otherwise initiate or engage in or have any contact of any kind whatsoever in connection with the Potential Transaction with any shareholder of the Company;
  - (F) communicate with any shareholder of the Company to encourage such shareholder to oppose the board of directors of the Company's business strategy or management of the business, or otherwise seek to obtain representation on the Company's board of directors or to control or change the management, board of directors or strategy of the Company;
  - (G) enter into, assign, novate, unwind or terminate any stock lending agreement or arrangement in relation to any securities of the Company;
  - (H) enter into any agreement, arrangement or understanding (whether legally binding or not) with any person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any securities of the Company; or
  - (I) unless required to do so by the Takeover Panel pursuant to Rule 2.2 of the Code or by law or the rules of any competent stock exchange or other regulatory authority or regulatory body, announce any proposal to do any of the matters referred to in sub-paragraphs (A) to (H) (inclusive) above, including, without limitation, any announcement of an offer, possible offer or mandatory offer (including any offer to be implemented by way of scheme of arrangement) to acquire shares in the Company in accordance with Rule 2.4, Rule 2.7 or Rule 9 of the Code or otherwise.

- 8.2 If you or any of your affiliates or any person acting in concert with you acquires any interest in securities of the Company on or after the date of this letter and in breach of sub-paragraph 8.1, then on written request by the Company (acting reasonably but without prejudice to any other right of the Company under this letter) you will dispose of or procure the disposal of such interest to independent third parties as soon as reasonably practicable (and in any event within forty-five (45) trading days) of it being lawful to do so. Pending such disposal, you shall not and shall procure that your affiliates and any person acting in concert with you shall not, exercise any rights attached to any such interest in securities of the Company.
- 8.3 Nothing in this paragraph 8 shall restrict:
- (A) any person from acquiring or disposing of any securities in the Company in the ordinary course of business of that person where either: (i) that person is a fund manager, market-maker, broker, or provider of trustee or nominee services (including managers of pension plans, retirement or other investment plans) and the decision to acquire or dispose is taken by an individual who is not in possession of Confidential Information; or (ii) that person is an investment banking or full service security firm and: (a) such activities did not arise, directly or indirectly, from your instructions or otherwise in conjunction with you or on your behalf; and (b) no Confidential Information has been or shall be used, directly or indirectly, in connection with such activities; or
  - (B) any action by any adviser to you taken by it where such action is taken in the ordinary course of its investment or advisory businesses and otherwise than in its capacity as an adviser to you or any of your affiliates (and, for the avoidance of doubt, the restrictions in sub-paragraph 8.1 shall cease to apply to any adviser from the time that it is no longer acting in concert with you in respect of the Potential Transaction).
- 8.4 Without prejudice to your obligations under applicable law (including UK MAR), nothing in sub-paragraphs 8.1(B), (G) and (H), or sub-paragraph 8.1(I) insofar as it refers to sub-paragraphs 8.1(B), (G) and (H) shall restrict any action undertaken solely in respect of the Existing Securities.
- 8.5 The restrictions contained in sub-paragraph 8.1 shall cease to apply:
- (A) if you (or any person acting in concert with you) publish an announcement under Rule 2.7 of the Code of a firm intention to make a general offer to acquire all of the issued and to be issued share capital or other securities of the Company (including by way of scheme of arrangement) which has been recommended by the board of directors of the Company; or
  - (B) if any person (other than you and any person acting in concert with you):
    - (i) shall have become interested (as defined in the Code) in shares or other securities carrying thirty (30 per cent) or more of the voting rights (as defined in the Code) of the Company;
    - (ii) publishes an announcement under Rule 2.4 of the Code in connection with a possible offer to acquire all of the issued and to be issued share capital or other securities of the Company and the board of the Company indicates in a public announcement that it would be minded to recommend such possible offer;

- (iii) publishes an announcement under Rule 2.7 of the Code of a firm intention to make a general offer to acquire all of the issued and to be issued share capital or other securities of the Company (including by way of scheme of arrangement);
- (iv) in respect of the Company, announces a proposal to seek a Rule 9 waiver in accordance with the Code; or
- (v) enters into an agreement with the Company to acquire all or substantially all of the undertakings, assets or business of the Company and the members of its Group.

8.6 You represent and warrant to us that, as at the date of this letter, so far as you are aware, the Existing Securities are the only securities in the Company held, directly or indirectly, by you or your affiliates.

#### **9. Duration**

The obligations under this letter will expire on the earlier of: (i) eighteen (18) months from the date of this letter; or (ii) the date of completion of the Potential Transaction. Such expiry shall be without prejudice to any rights and liabilities which may have accrued before such expiry.

#### **10. Principal**

You confirm that you are acting in this matter as principal and not as nominee, agent or broker for or acting in concert (as defined in the Code) with any other person and that you will be responsible for your own costs whether incurred by yourself or your Agents in considering or implementing the Potential Transaction (whether or not it proceeds) and in complying with the terms of this letter.

#### **11. No Offer**

You agree that all Information, whether containing Confidential Information or otherwise, made available to you or your Agents, in connection with the Potential Transaction, will not constitute an offer, inducement or invitation by, or on behalf of, us, nor will such Information form the basis of, or any representation in relation to, any contract.

#### **12. No Representations**

You acknowledge and agree that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by us or any member of our Group or any of our respective Agents as to the accuracy or completeness of any Confidential Information or any other Information supplied by us or any member of our Group or any of our respective Agents or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same and nor shall we or any member of our Group or any of our respective Agents be under any obligation to update any such Information or correct any inaccuracies. You further acknowledge that you will be responsible for making your own decisions on any Confidential Information and the Potential Transaction. Accordingly, you agree that neither we nor any member of our Group nor any of our respective Agents will be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the use of any Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or any errors, omissions or misstatements made by any of them in connection with the Potential Transaction. You agree that you will not place any reliance on any statement, representation, warranty or covenant (written, oral or in

any other media) made by us or any member of our Group or any of our respective Agents in connection with any Confidential Information, the Potential Transaction or any other matter contemplated hereby.

This paragraph does not exclude any liability for, or remedy in respect of, fraud.

### **13. Insider dealing and market abuse**

You acknowledge and agree that:

- (A) the Confidential Information is provided to you in confidence and you will not engage in any behaviour while in possession of the Confidential Information which would amount to market abuse for the purposes of, or is otherwise prohibited under, UK MAR; and
- (B) the Potential Transaction and some or all of the Confidential Information may constitute inside information for the purposes of the Criminal Justice Act 1993 (“**CJA**”) and accordingly by receiving such Confidential Information you and your Agents may become ‘insiders’. You consent to you and your Agents who receive Confidential Information being made insiders by virtue of receiving the Confidential Information and acknowledge that, subject to and in accordance with applicable law, you and your Agents who receive Confidential Information may not deal in securities that are price-affected securities (as defined in the CJA) in relation to any such inside information, encourage another person to deal in price-affected securities or disclose the information except as permitted by the CJA before the Confidential Information has been made public.

### **14. Contracts (Rights of Third Parties) Act 1999**

- 14.1 Save as provided in sub-paragraph 14.2 below, a person who is not a party to this letter shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 14.2 In this letter, the obligations expressed to be undertaken by you are obligations given by you in favour of us and each member of our Group. The provisions of this letter confer benefits on each member of our Group (each a “**Third Party**”) and, subject to the remaining terms of this paragraph 14, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 14.3 Notwithstanding sub-paragraph 14.1 of this letter, this letter may be rescinded or varied as agreed in writing between you and us in any way and at any time without the consent of any Third Party.

### **15. General**

- 15.1 You acknowledge and agree that we may, at our absolute discretion, terminate any negotiations or discussions in relation to the Potential Transaction at any time and without notice and you agree that we will be under no obligation to accept any offer or proposal which may be made by you or on your behalf in the course of any negotiations.
- 15.2 You acknowledge and agree that damages may not be an adequate remedy for any breach of this letter. Accordingly, we may be entitled to the remedies of injunction, specific performance and other equitable relief for any breach of this letter, and you agree that you will not raise any objection to the application by us or any member of our Group for any such remedies.
- 15.3 The Company hereby acknowledges that you and your affiliates (i) may now or in the future evaluate, invest in or do business with competitors or potential competitors of the

Company and its affiliates and (ii) may invest in or have general knowledge with respect to the industry in which the Company operates and the topics covered in the Confidential Information. Neither the execution of this letter nor receipt of the Confidential Information shall in any way restrict or preclude such activities or use of information absent a specific breach of the provisions contained herein. Notwithstanding any other provision of this letter to the contrary, each of you or the Company acknowledges and agrees that the execution of this letter is not intended to restrict the other Party's or any of its affiliated entities' ability to carry on its existing business, enter into a new line of business, develop or market new products or services or otherwise expand its business. Each of you or the Company and its affiliated entities are free to conduct any existing business that competes with the other and develop any additional business that may compete with the other party.

- 15.4 No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise.
- 15.5 The terms of this letter may not be varied or terminated without the prior written consent of each party.
- 15.6 No modification to this letter or any waiver granted by us, any member of our Group or any of our respective Agents in respect of any action taken by you will be effective unless agreed in writing by us.
- 15.7 To the extent that any Confidential Information is covered or protected by privilege, then disclosing such Information to you or otherwise permitting disclosure of it does not constitute a waiver of privilege or any other rights which we or any member of our Group or any of our respective Agents may have in respect of such Confidential Information.
- 15.8 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 15.9 This letter will enure to the benefit of, and be enforceable by, our successors and assigns and you agree to procure that its terms are observed by any successors and assigns of your business or interests or any part thereof as if they had been party to this letter. You acknowledge and agree that we may assign the benefit of this letter in whole or in part to any person(s) who may purchase all or part of the Company or its assets.
- 15.10 You acknowledge and agree that no right or licence is granted to you or your Agents in relation to the Confidential Information except as expressly set forth in this letter.
- 15.11 The provisions of this letter will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.
- 15.12 Any consent to be given by us under the terms of this letter may be given on such terms as we determine (and, if given, must be given in writing) or may not be given.
- 15.13 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.
- 15.14 This letter is to be governed by, and construed in accordance with, English law. Any matter claim or dispute arising out of or in connection with this letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Potential Transaction are to be governed by and determined in

accordance with English law. Each party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this letter or the relationship between the parties or the conduct of any negotiations in relation to the Potential Transaction.

15.15 You may notify us of the identity of your agent for the receipt of any claim forms, application notices, orders or judgments (“**Service Documents**”) within ten (10) days of the date of this letter. Failing such notification, we shall be entitled by notice to you to appoint an agent to act on your behalf. You hereby agree that any Service Document may be effectively served on you in connection with any proceeding, suit or action arising out of or in connection with this letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Potential Transaction in England and Wales by service on your agent effected in any manner permitted by the Civil Procedure Rules.

Please confirm your acceptance of these terms by countersigning this letter and returning it to us.

Yours faithfully

[Redacted signature]

[Redacted signature]

[Redacted signature]

for and on behalf of  
Senior plc (the “Company”)

Agreed and accepted this 13th day of February 2026

Dated 13 February 2026



for and on behalf of  
Tinicum Incorporated