

DATED: March 10, 2024

DE LA RUE PLC

and

Atlas FRM LLC d/b/a Atlas Holdings LLC

CONFIDENTIALITY AGREEMENT

Bird & Bird

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DATED 10 MARCH 2024

PARTIES

- (1) **DE LA RUE PLC**, a company incorporated in England and Wales with company number 03834125, whose registered office is at De La Rue House, Jays Close, Viables, Basingstoke, Hampshire, RG22 4BS ("**DLR**"); and
- (2) **ATLAS FRM LLC D/B/A ATLAS HOLDINGS LLC**, a company incorporated in Delaware, whose registered office is at 100 Northfield Street, Greenwich, CT 06830, USA ("**Atlas**"),

(each a "**party**" and together the "**parties**").

BACKGROUND

The parties intend to enter into discussions relating to the Permitted Purpose which will involve the exchange of Confidential Information between them. The parties have agreed to comply with this Agreement in connection with the disclosure and use of Confidential Information.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Affiliate**" means in relation to any person, any parent undertaking of that person, and any subsidiary undertaking of that person or of any such parent undertaking in relation to that person (in each case to the extent that any such undertaking is controlled, directly or indirectly, by such person or any parent undertaking of such person);

"**Authorised Recipients**" has the meaning given to it in Clause 2(d) of this Agreement;

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which the clearing banks in the City of London are open for business;

"**CJA**" means the Criminal Justice Act 1993;

"**Code**" means The City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel on Takeovers and Mergers;

"**Confidential Information**" means:

- (a) all non-public information relating to the Disclosing Party, its Group Companies and/or the business, activities, financial or other affairs of the Disclosing Party and/or its Group Companies which is of a confidential nature and which is disclosed, directly or indirectly, in connection with the Permitted Purpose, whether on or after the execution of this Agreement, in whatever form (including without limitation, written, visual, oral, electronic or on tape or disk) to the Recipient, or any of its Group Companies or either of their respective officers, employees, representatives or advisers by or on behalf of the Disclosing Party or any of the officers, employees, representatives or advisers of any member of the Disclosing Party's Group

(including, but not limited to, details of the Disclosing Party's operations, forecasts, budgets, processes, plans, intentions, product/services information, know-how and other intellectual property, trade secrets, marketing knowledge, customers, suppliers, staff and business affairs which are confidential or proprietary);

- (b) information derived from information falling within paragraph (a), including analyses, compilations, studies and other documents whether or not prepared by the Disclosing Party or a member of its Group or on their behalf which contain or otherwise reflect or are generated from the information specified in paragraph (a);
- (c) the existence and contents of this Agreement; and
- (d) the fact that the discussions in relation to the Permitted Purpose are taking (and, if they terminate, have taken) place and the content and status of the discussions,

but does not include information:

- (i) which, when acquired by the Recipient, its Group Companies and/or its or their respective officers, employees, representatives or advisers is or becomes publicly available, other than as a result of a breach of this Agreement;
- (ii) which the Recipient, its Group Companies and/or its or their respective officers, employees, representatives or advisers can demonstrate was lawfully in its possession prior to disclosure of such information by the Disclosing Party or on its behalf or becomes lawfully available to it from a third party, in each case free from any confidentiality restrictions; or
- (iii) which is independently developed for or arrived to without any reliance on or use of the information disclosed or information derived from it;

"Copies" means copies, extracts and reproductions of Confidential Information (whether in whole or in part) of a party in any medium, 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;

"Data Protection Laws" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a party is subject, including to the extent applicable, the UK GDPR, the Data Protection Act 2018 and the General Data Protection Regulation 2016 (EU) 2016/679;

"Disclosing Party" means a party to this Agreement when it discloses its Confidential Information, directly or indirectly (whether through a Group Company, representative or otherwise) to the other party;

"Group" means in relation to any person, that person and its Affiliates from time to time and references to **"Group Company"**, **"Group Companies"** and **"members of the Group"** shall be construed accordingly;

"Permitted Purpose" means considering, evaluating, negotiating and effecting an acquisition by Atlas of, or investment by Atlas in, the currency business of DLR;

“Personal Data” means any personal data that forms part of the Confidential Information or is otherwise provided by or on behalf of a party or a member of its Group or any of its or their respective officers, employees, representatives or advisers to the other party or any member of its Group or any of its or their respective officers, employees, representatives or advisers for the purposes of discussions regarding the Permitted Purpose;

“Recipient” means a party to this Agreement when it receives Confidential Information, directly or indirectly, relating to the other party and/or its Group Companies;

“UK GDPR” means the United Kingdom General Data Protection Regulation, as amended and/or replaced, and in force from time to time; and

“UK MAR” means the Market Abuse Regulation (EU) No. 596/2014 as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018.

- 1.2 In this Agreement reference to the terms **“body corporate”**, **“holding company”**, **“subsidiary”**, **“parent undertaking”** and **“subsidiary undertaking”** shall be interpreted in accordance with the Companies Act 2006.
- 1.3 In this Agreement the term **“acting in concert”** shall be interpreted in accordance with the Code.
- 1.4 In this Agreement the term **“control”** means: (a) in relation to a body corporate (**“company A”**), the power of a person (**“P”**) to secure: (i) by means of the holding of shares or the possession of voting power in relation to that or any other body corporate; or (ii) as a result of any powers conferred by the articles of association or other document regulating that or any other body corporate, that the affairs of company A are conducted in accordance with P’s wishes; or (b) in relation to a partnership, the right of a share of more than half the assets, or of more than half the income, of the partnership, and **“controlled by”** and **“controlling interest”** shall be construed accordingly.
- 1.5 In this Agreement the interpretation of general words shall not be restricted by words indicating a particular class or particular examples.
- 1.6 The headings in this Agreement are for ease of reference only and are to be ignored when interpreting this Agreement.
- 1.7 In this Agreement, any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2 CONFIDENTIALITY OBLIGATIONS

In consideration for the parties agreeing to provide each other with Confidential Information, each party undertakes to the other party that:

- (a) it will treat all Confidential Information as private and confidential;
- (b) it will use the Confidential Information only for the Permitted Purpose and then only in accordance with this Agreement;
- (c) it will only make Copies to the extent reasonably necessary for the Permitted Purpose;

- (d) subject to Clause 6, it will not without the other party's prior written consent, directly or indirectly, disclose Confidential Information nor allow it to be disclosed in whole or in part to any person, except to: (i) members of its Group, its operating partners; or (ii) any of its or their respective consultants, officers, employees, representatives or advisers to the extent reasonably necessary for the Permitted Purpose (each an "**Authorised Recipient**" and together, the "**Authorised Recipients**");
- (e) it will inform each Authorised Recipient of the confidential nature of the Confidential Information and the restrictions imposed by this Agreement;
- (f) it will use all reasonable endeavours to direct all its respective Authorised Recipients to comply with the provisions of this Agreement applicable to such Authorised Recipients, and it will be responsible for any breach by any Authorised Recipient;
- (g) it will keep confidential all passwords and user names associated with any online data base, portal or virtual data room made available for the purpose of sharing or accessing the Confidential Information and in such a way so as to prevent access by any person who is not an Authorised Recipient; and
- (h) without limitation to the provisions of Clause 2(b), it shall not use nor allow its Authorised Recipients to use the Confidential Information of the other party, directly or indirectly, for any purpose other than evaluating, negotiating and/or consummating the Permitted Purpose.

3 REPRESENTATIONS AND WARRANTIES

3.1 No party nor any member of that party's Group nor any officers, employees, representatives, advisers or agents of any member of that party's Group, makes (or is authorised to make) any representation or warranty (express or implied):

- (a) with respect to the accuracy or completeness of its Confidential Information or as to the reasonableness of any assumptions on which any of the same is based;
- (b) as to whether or not the exploitation of its Confidential Information will infringe any intellectual property or other rights of any other person; or
- (c) that its Confidential Information will remain unchanged after its supply to any party.

3.2 Accordingly, each party acknowledges that:

- (a) no member of the other party's Group or their respective directors, officers, employees, representatives, advisers or agents shall have any liability to the other party or any member of their respective Groups or their respective advisers in evaluating its Confidential Information or in relation to the Permitted Purpose;
- (b) no member of the other party's Group or their respective directors, officers, employees, representatives, advisers or agents shall owe any duty of care to any party (or any other person) or their respective Authorised Recipients or is under any obligation to provide access to any Confidential Information or to update, or correct any inaccuracies which may become apparent in, the Confidential Information disclosed;

- (c) neither it nor any other person on its behalf will seek to bring any claim against the other party's Group or any of their respective officers, employees, representatives or advisers in relation to the accuracy, adequacy, reasonableness or completeness of the Confidential Information; and
 - (d) no member of either party's Group or any of their respective directors, officers, employees, advisers or agents 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 in or omitted from the Confidential Information.
- 3.3 Clause 3.2(a) and Clause 3.2(d) do not exclude or limit liability for, or any remedy in respect of, fraud or fraudulent misrepresentation.

4 STATUS

- 4.1 No documents or information made available by one party to another party or its Authorised Recipients will constitute an offer or invitation or form the basis of any contract.
- 4.2 Nothing in this Agreement shall be construed as requiring any member of either party's Group to disclose Confidential Information.
- 4.3 No party is under any obligation to enter into an agreement with respect to the implementation of any transaction relating to the Permitted Purpose.

5 AUTHORISED CONTACT

- 5.1 Each party shall (and shall procure that its Authorised Recipients shall), in relation to the discussions regarding the Permitted Purpose and the Confidential Information, make contact and deal only with the persons who may from time to time be notified by the other party in writing.
- 5.2 Notwithstanding Clause 5.1 above, each party's professional advisers nominated for such purpose may communicate with the other party's professional advisers nominated for such purpose in connection with any Permitted Purpose.

6 LEGAL COMPULSION TO DISCLOSE

- 6.1 If any party or any of their respective Authorised Recipients or anyone to whom they transmit any Confidential Information becomes (or it is reasonably likely that they shall become) required pursuant to any law, regulation, court order, or the rules of any stock exchange, securities authority or other governmental or regulatory body to disclose any Confidential Information or to disclose or announce any details regarding the Permitted Purpose, the relevant party shall to the extent legally permissible and reasonably practicable:
 - (a) promptly give written notice of that fact to the other party and keep the other party promptly informed of all material matters and developments relating thereto; and
 - (b) consult and cooperate with the other party with a view to agreeing the timing, content and manner of the disclosure or announcement.
- 6.2 Upon receiving notice of the required disclosure or announcement, another party may, at its expense, seek an appropriate remedy to prevent disclosure or waive

compliance with the provisions of this Agreement preventing disclosure. If it elects to challenge the validity of the requirement to disclose, the party required to disclose Confidential Information shall, at the other party's expense, cooperate in a commercially reasonable manner with this challenge.

- 6.3 For the purposes of Clause 6.1, if a party is prevented by law from informing another party before the Confidential Information is disclosed, the disclosing party shall only be entitled to disclose Confidential Information to the extent required and shall (to the extent permitted by law) inform the other parties promptly after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.
- 6.4 The parties agree that Confidential Information may be disclosed, and no notice as referenced above is required to be provided, pursuant to requests for information in connection with routine supervisory examinations by regulatory authorities with jurisdiction over Atlas or its Authorised Recipients, and not directed at DLR or the Permitted Purpose.

7 RECORDS AND RETURN OF CONFIDENTIAL INFORMATION

- 7.1 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Recipient or any other person any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this letter. If any party at any time requests, in writing, the other party shall as soon as reasonably practicable, and shall direct its Authorised Recipients to:
- (a) destroy or return to the person who supplied it all Confidential Information in tangible form without retaining any Copies (or in relation to information falling within paragraph (b) of the definition of "Confidential Information" destroy it);
 - (a) destroy or permanently erase all other records of other persons' Confidential Information (including any Copies held on computer or information storage system), provided that this obligation shall not apply to computer or electronic records held in archive or back-up systems of that party or its Authorised Recipients and which cannot be destroyed without incurring unreasonable effort. Any such Confidential Information held in such systems shall continue to be held subject to the terms of this Agreement; and
 - (b) refrain from accessing any online database, portal or online data room made available for the purpose of sharing or accessing the Confidential Information of other persons.
- 7.2 The Recipient shall, on the written request of the Disclosing Party, provide a written confirmation (email being sufficient) confirming that it has complied with its obligations under Clause 7.1.
- 7.3 Clause 7.1 shall not prevent a party or its Authorised Recipients from retaining any Confidential Information to the extent that it or they are required to do so by law or regulation or for professional compliance purposes or to the extent contained in board papers or minutes held by its directors or officers. Any such retained Confidential Information shall remain subject to the confidentiality undertakings contained in this Agreement.

8 DURATION

- 8.1 The end of discussions relating to the Permitted Purpose shall not affect any accrued rights or remedies to which either party is entitled.
- 8.2 The undertakings and other obligations in this Agreement shall terminate and be of no further force or effect upon the earlier to occur of: (i) two years from the date of this Agreement; and/or (ii) the parties completing a transaction in relation to the Permitted Purpose.

9 RESTRICTIONS ON SHARE DEALING

Atlas acknowledges and agrees to make its Authorised Recipients aware (to the extent they are provided with Confidential Information), that the Confidential Information is given and any negotiations regarding the Permitted Purpose are taking place in confidence, and that details of the Permitted Purpose and some or all of the Confidential Information may be inside information for the purposes of Part V of the CJA and UK MAR and that Atlas and its respective Authorised Recipients aware that they may be prohibited from being able to:

- (a) deal in securities that are price-affected securities (as defined in the CJA) on the basis of the inside information, encourage another person to deal in the price-affected securities or disclose the inside information except as permitted by the CJA or UK MAR before the inside information is made public;
- (b) engage or attempt to engage in insider dealing (as defined in UK MAR), recommend that another person engage in insider dealing or induce another person to engage in insider dealing on the basis of any inside information;
- (c) unlawfully disclose any inside information (as defined in UK MAR); or
- (d) engage or attempt to engage in behaviour based on any inside information which would amount to market manipulation (as defined in UK MAR).

10 STANDSTILL OBLIGATION

- 10.1 For a period of 12 months from the date of this Agreement, save with the prior written consent of DLR, Atlas shall not (the “**Restricted Persons**”) shall not, either alone or acting in concert with others, directly or indirectly:
- (a) acquire, procure or induce any other person to acquire any interest in the voting shares or equity securities of DLR (or any derivative, option, warrant or other convertible security relating to the shares or securities of DLR) (“**Company Securities**”) 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 any Restricted Person may acquire an interest in Company Securities;
 - (b) make, procure or induce any other person to make any offer for all or any of the Company Securities, 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 any Restricted Person may become obliged (whether under the Code or otherwise) to make an offer (as defined in the Code) for all or any of the Company Securities;

- (c) announce, procure or induce any other person to announce any offer for all or any of the Company Securities, 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 any Restricted Person may become obliged (whether under the Code or otherwise) to announce an offer for all or any of the Company Securities;
- (d) make any announcement with respect to any offer or potential offer to acquire any shares of DLR or with respect to any scheme, arrangement or transaction regarding DLR or take any step which would, under the Code, require such an announcement to be made; or
- (e) 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 exercise of voting rights attaching to any of the Company Securities.

10.2 The restrictions in Clause 10.1 shall not apply:

- (a) so as to prevent any of Atlas's advisers from taking any action in the normal course of that person's investment or advisory business, provided such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, Atlas or anyone else in receipt of the Confidential Information;
- (b) from the time any offer by any Restricted Person for all or part of the share capital of DLR is publicly announced, provided that at the time of such announcement, such offer is recommended by the directors of DLR; or
- (c) so as to prevent any Restricted Person or any of their respective advisers or agents, from acquiring any company which holds, or is interested in, any Company Securities except where the principal reason for the purchase is to acquire an interest in the Company Securities; or
- (d) to: (i) making any confidential offers or proposals to the Company; (ii) acquiring, offering to acquire or participating in a process to acquire a business unit of the Company; (iii) making any offer or entering into any transaction with respect to, or otherwise consummating, any transaction in the ordinary course of business or the parties' ongoing business relationship; (iv) owning, purchasing or selling the Company's notes or indebtedness for borrowed money in the ordinary course of business; or (v) purchasing up to an aggregate of 5% of any class of equity securities of the Company.

10.3 In this Clause 10, references to an "**interest**" in the Company Securities shall be interpreted in accordance with the definition of interests in securities in the Code.

10.4 In addition, notwithstanding the foregoing provisions in this paragraph, the Standstill Period (and the restrictions set forth in this paragraph) shall in any event terminate immediately if, after the date of this Agreement: (i) the Company enters into a definitive agreement with a person or a "group" of persons involving the direct or indirect acquisition of all or a majority of the Company's equity securities or all or substantially all of the Company's assets; (ii) any person or group of persons commences a bona fide tender or exchange offer, which, if consummated, would make such person or persons (or any of their affiliates) the beneficial owner of 50% or more of the outstanding capital stock of the Company entitled to vote in the normal course election of the board of directors; (iii) the Company enters into a

definitive agreement with a third party to effectuate a transaction that, in whole or in part, requires the approval of the Company's stockholders; or (iv) the Company or any of its subsidiaries files for protection pursuant to applicable bankruptcy or similar laws for the protections of debtors.

- 10.5 The Company agrees that if it enters into or amends any confidentiality agreement or arrangement with a third party in connection with a possible Permitted Purpose (any such agreement or arrangement, a **"Third Party Confidentiality Agreement"**), which agreement (as amended, if applicable) contains terms and conditions comparable to those contained in this Clause 10 but which apply for a shorter period after the initial execution date thereof, or does not contain any terms and conditions comparable to those in this paragraph, then: (i) the Company shall promptly give notice thereof to Atlas; and (ii) this Clause 10 shall be deemed, without further action, to be amended to conform to the shorter period of time in the Third Party Confidentiality Agreement or, in the event there is no such comparable provision in such Third Party Confidentiality Agreement, this Agreement shall be amended to eliminate this Clause 10 in its entirety.

11 NON-SOLICITATION

Each party undertakes to the other that:

- (a) it will not, in connection with the Permitted Purpose, without the other party's prior written consent, make an approach (in which it discloses any information relating to the Permitted Purpose) to (or discuss the same with) any person known to be one of the other party's employees, agents, consultants, contractors, finance providers, professional advisers or shareholders, except for such of those persons as the other party may nominate from time to time pursuant to Clause 5; and
- (b) it and any of its representatives acting on its behalf will not directly or indirectly cause any other person to, for a period of 12 months from the date of this Agreement, directly or indirectly solicit, interfere with or endeavour to entice away from their current employment any person who is, at the date of this Agreement, or who becomes, during the course of such negotiations, a senior management employee (with an annual basic gross remuneration of more than £100,000) of any of the other party's Group Companies to whom Atlas were first introduced or had contact in connection with the Permitted Purpose (other than solely through receipt of an employee census) (whether or not such person would commit any breach of his contract of employment or engagement by leaving such position), nor will it offer to employ, or aid or assist in or procure the employment by any such person, provided that the restrictions in this Clause 11(b) shall not apply in the case of:
 - (i) any such person who responds to a general advertisement for recruitment without any other direct or indirect solicitation by or encouragement from that party; or
 - (ii) is no longer employed by the other party or its Group; or
 - (iii) any such person who contacts Atlas on their own initiative.

12 PERSONAL DATA

- 12.1 In this Clause 12, the terms **"controller"**, **"processor"**, **"data subject"**, **"personal data"** and **"processing"** shall have the meaning given to those terms or

any similar terms in Data Protection Laws, and “**process**” and “**processed**” shall be construed accordingly.

12.2 The parties shall each be separate, independent controllers in respect of any disclosed Personal Data.

12.3 Each party undertakes, and will direct each of its and each member of its Group’s directors, officers, employees and representatives to, in relation to the disclosed Personal Data:

(a) to comply with all the obligations imposed on a controller under Data Protection Laws; and

(b) to give reasonable assistance to the disclosing party in complying with all applicable requirements of Data Protection Laws.

13 FURTHER UNDERTAKINGS

Each party acknowledges that a breach of this Agreement may result in serious damage being sustained by the other party and/or its Group Companies and as a result each party unconditionally agrees to waive its right to oppose any equitable relief (including injunctive relief) sought by any member of the other party or its Group in relation to a breach of the undertakings contained in this Agreement.

14 ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, and replaces all previous agreements and understandings between them, relating to its subject matter. This Agreement will not be modified or amended by the terms of use or confidentiality or non-disclosure provisions of any electronic data room acknowledged in order to access such electronic data room, and no such terms of use or confidentiality or non-disclosure provisions will be considered binding on Atlas or its Authorised Recipients.

15 THIRD PARTY RIGHTS

The parties do not intend any third party, other than a lawful successor in title or lawful assignee, to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

16 NO PARTNERSHIP OR AGENCY

16.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17 INVALIDITY

The illegality, invalidity or unenforceability of any provision of this Agreement under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of the rest of this Agreement, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.

18 ASSIGNMENT/NOVATION

Neither party shall be entitled to assign the benefit or transfer the burden of any provision of this Agreement without the prior written consent of the other party.

19 VARIATION

All variations to this Agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.

20 LEGAL PRIVILEGE

Each party acknowledges and agrees that, to the extent that any Confidential Information is covered or protected by legal advice, litigation, common interest or any other privilege or similar doctrine, disclosure of that Confidential Information to either party or any Authorised Recipient shall not, and is not intended to, constitute a waiver of that privilege or protection.

21 COMMUNICATIONS

21.1 Communications under this Agreement shall be in writing and delivered by hand or sent by recorded delivery post (or prepaid airmail, if the destination is outside the country of origin) or by email to the relevant party at its address set out in the parties Clause above or email address as set out in this Clause below. Without evidence of earlier receipt, communications are deemed received:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by recorded delivery, at 9.00 a.m. on the second Business Day after posting (or 9.00 a.m. on the fifth Business Day after posting if sent by prepaid airmail); and
- (c) if sent by email, at the earlier of:
 - (i) the time a return receipt is generated automatically by the recipient's email server;
 - (ii) the time the recipient acknowledges receipt; and
 - (iii) 24 hours after transmission (unless in each case the sender receives notification that the email has not been successfully delivered),

and in the case of post it shall be sufficient to prove that the communication was properly addressed and posted and in the case of email that the email was sent to the appropriate email address and dispatch of transmission from the sender's external gateway was confirmed.

21.2 Communications to DLR shall be addressed to:

[REDACTED] at De La Rue House, Jays Close, Viables, Basingstoke, Hampshire, RG22 4BS (and if sent by email shall be sent to [REDACTED]),

with copies to both:

Numis Project Gamma at 45 Gresham Street, London EC2V 7BF (or if sent by email shall be sent to [REDACTED]; and

[REDACTED] of Bird & Bird LLP, 12 New Fetter Lane, London, EC4A 1JP) or if sent by email shall be sent to [REDACTED].

21.3 Communications to Atlas shall be addressed to:

21.4 Atlas FRM LLC, 100 Northfield Street, Greenwich, CT 06830, Attn: [REDACTED]
[REDACTED].

22 COUNTERPARTS

This Agreement may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement. If this Agreement is executed in counterpart, it shall not be effective unless each party has executed at least one counterpart.

23 GOVERNING LAW AND JURISDICTION

23.1 This Agreement and any non-contractual obligations arising out of or in connection with it (and, unless provided otherwise, any document entered into in connection with it) shall be governed by and construed in accordance with English law.

23.2 Subject to Clause 23.4, the English courts have exclusive jurisdiction to determine any dispute arising in connection with this Agreement (and, unless provided otherwise, any document entered into in connection with it), including disputes relating to any non-contractual obligations.

23.3 Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the English courts (on the grounds that the English courts are not a convenient forum or otherwise).

23.4 Nothing in this Agreement (or, unless provided otherwise, any document entered into in connection with it) shall prevent a party from applying to the courts of any other country for injunctive or other interim relief.

24 DUAL-HAT ACKNOWLEDGEMENT

Notwithstanding any other provision of this Agreement, none of Atlas's affiliates nor any of Atlas's affiliates' operating or portfolio companies or affiliated investment funds shall have any obligation under this Agreement and no obligation shall apply to such person unless and until such persons receive Confidential Information from or on behalf of Atlas. The Company acknowledges that Atlas's and/or Atlas's affiliates' directors, officers, operating partners or employees may serve as directors, and with respect to dual-hat operating partners, employees of operating or portfolio companies of investment funds managed by Atlas or one of Atlas's affiliates, and the Company agrees that such operating or portfolio companies will not be deemed to have received Confidential Information solely because any such individual serves on the board of, or with respect to dual-hat operating partners, employees of such operating or portfolio company; provided, that: (i) such individual has not provided such operating or portfolio company or any other director, officer, or employee of such operating or portfolio company with Confidential Information; and (ii) such individual does not direct such operating or portfolio company to act based on Confidential Information.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

EXECUTION PAGE

Signed by _____
for and on behalf of **DE LA RUE PLC:**

)
)

Duly authorised person

Signed by _____ for and on
behalf of **ATLAS FRM LLC D/B/A**
ATLAS HOLDINGS LLC:

)
)
)

Duly authorised person