

STRICTLY PRIVATE AND CONFIDENTIAL

From: Learning Technologies Group plc (company number: 07176993) (**us, we or our or the Company**)
3 New Street Square, London, England, EC4A 3BF

To: GASC APF, LP.
55 E 52nd Street, 31st Floor,
New York, NY 10055

9 July 2024

Dear GASC APF, LP. (**you or your**)

CONFIDENTIALITY LETTER

You have expressed an interest in the possible acquisition of the entire issued and to be issued share capital of the Company by you or certain of your affiliated investment funds or vehicles, either by way of a takeover offer or scheme of arrangement in accordance with the Companies Act 2006 (**Proposed Transaction**). This letter sets out the terms on which we may agree to supply you with certain confidential information relating to the Company and its subsidiaries (**Target Group**) in connection with the Proposed Transaction.

1 DEFINITIONS AND INTERPRETATION

1.1 In this letter:

acting in concert means, in respect of a person, any person that is "acting in concert" with that party for the purposes of the Proposed Transaction pursuant to the Takeover Code as applied by the Panel or, if a ruling or exemption has been sought from the Panel, any person that is regarded by the Panel as "acting in concert" with that party for the purposes of the Proposed Transaction at the relevant time;

Affiliate means,

- (a) in relation to the Company, each or any other person who is for the time being directly or indirectly controlled by the Company; and
- (b) in relation to you, each or any other person who for the time being directly or indirectly controls, is controlled by or is under common control with you and, for the avoidance of doubt, includes (without limitation), any entity formed, controlled or owned by you for the purposes of the Proposed Transaction, all your group undertakings from time to time (group undertakings having the meaning ascribed to it in section 1161 of the Companies Act 2006), and any investment funds advised and/or managed by you and/or your affiliates, other than Excluded Affiliates,

and **control** for these purposes means (a) holding the majority of the voting rights or share capital of such person or (b) otherwise having the power to direct the management and policies of such person;

Authorised Recipients means those of your Representatives and Finance Providers who reasonably need access to Confidential Information for the Permitted Purpose (and **Authorised Recipient** means any of them).

Confidential Information means:

- (a) any information of a confidential, non-public or proprietary nature, in whatever form (including in written, oral, electronic and visual form) relating to the Target Group and/or the Proposed Transaction which is directly or indirectly disclosed to you or your Representatives by us or our Representatives on or after the date of this letter; and
- (b) any analyses, reports, studies, notes, memoranda, compilations or other materials which contain or otherwise reflect or are generated from any of the information specified in paragraph (a),

but excludes any information which:

- (a) was in, is in, or subsequently comes into, the public domain except through breach of the obligations in this letter by you;
- (b) is, when disclosed to you or your Authorised Recipients pursuant to this letter, already lawfully in your or your Authorised Recipients' possession as can be reasonably demonstrated by you or your Authorised Recipients;
- (c) subsequently comes lawfully into your or your Authorised Recipients' possession from a third party not known by you or your Authorised Recipients' to be subject to any obligation of confidentiality owed to us in respect of such information, as can be reasonably demonstrated by you or your Representatives; or
- (d) is independently developed by you or your Authorised Recipients without reference to or use of any Confidential Information,

and any reference to **Confidential Information** shall be to the full or any part of such Confidential Information as the context permits;

Data Controller has the meaning set out in the GDPR;

Data Protection Laws means the following legislation to the extent applicable from time to time:

- (a) the General Data Protection Regulation (2016/679 (**GDPR**) and any national law issued under the GDPR (including the GDPR as incorporated into English law (**UK GDPR**)); and
- (b) any other applicable data protection laws, regulations, or regulatory requirements, guidance and codes of practice applicable to the processing of Personal Data (as amended and/or replaced from time to time);

EU Standard Contractual Clauses means the standard contractual clauses set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws;

Excluded Affiliates means direct or indirect portfolio companies of investment funds advised and/or managed by you and/or your Affiliates or other of your Affiliates who are not aware of the Proposed Transaction prior to its announcement or are not acting in concert with you in relation to the Proposed Transaction;

Finance Provider means a provider or prospective provider of finance (debt or equity) to a person in connection with the Proposed Transaction;

Group means, in relation to any person, each or any of (a) that person and (b) its Affiliates;

Panel means the Panel on Takeovers and Mergers;

Permitted Purpose means the evaluation, negotiation and implementation of the Proposed Transaction and advising in connection with it;

Personal Data means any information relating to an identified or identifiable natural person;

Representatives means, in relation to any person, each or any of (a) its directors, officers, employees, agents, partners, limited partners, managers, professional advisers and contractors; (b) its Affiliates; (c) the directors, officers, employees, agents, partners, managers, professional advisers and contractors of its Affiliates; and (d) in relation to you only: (i) your Finance Providers and the directors, officers, employees, agents, partners, managers, professional advisers and contractors of any such Finance Providers and (ii) General Atlantic Service Company, L.P. and Atlantic Park Strategic Capital Fund II GP, L.P. and their respective Affiliates;

Takeover Code means the City Code on Takeovers and Mergers; and

UK IDTA means the International Data Transfer Addendum to the EU Standard Contractual Clauses issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018, as set out in Appendix 6 to this Agreement, as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws.

1.2 In this letter (unless the context requires otherwise):

- (a) **including, includes** or **in particular** means including, includes or in particular without limitation;
- (b) **written** or **writing** includes any method of representing or reproducing words in a legible form;
- (c) any reference to a **person** includes an individual, company, corporation, body corporate, partnership, unincorporated association or authority (whether or not having a separate legal personality); and
- (d) the singular includes the plural and vice versa.

2 UNDERTAKING

In consideration of our Group and its Representatives making Confidential Information available to you and your Authorised Recipients, you undertake that you will comply with the terms of this letter. This undertaking is given for our benefit and for the benefit of each of our Affiliates.

3 CONFIDENTIALITY

3.1 Subject to paragraph 4, you will, and you will direct your Authorised Recipients to:

- (a) keep the Confidential Information secret and confidential;
- (b) keep the existence of the Proposed Transaction, the existence, status or progress of any negotiations or discussions between us and/or our respective Representatives relating to the Proposed Transaction, the fact that we and/or our Representatives have been willing to enter into such negotiations and discussions with you or any other person, the fact that we and/or our Representatives have made Confidential

Information available to you and your Representatives and the existence and contents of this letter secret and confidential (and such information shall form a part of the Confidential Information);

- (c) use or permit the use of the Confidential Information only for the Permitted Purpose;
- (d) not disclose or permit the disclosure of the Confidential Information to any person, except as permitted by this letter; and
- (e) keep the Confidential Information secure and in such a way as to protect it, to the extent reasonably practicable, against theft, damage, loss and unauthorised access.

3.2 All Confidential Information shall remain the property of our Group and no rights or licence in the Confidential Information shall be conferred on you or any Authorised Recipient except as set out in this letter.

3.3 Subject at all times to Rule 2.3(d) of the Takeover Code, we acknowledge the confidential nature of our negotiations and discussions with you and your Representatives relating to the Proposed Transaction and agree to inform each of our Authorised Recipients who have knowledge of the Proposed Transaction that the Proposed Transaction is secret and confidential.

4 PERSONAL DATA

4.1 You acknowledge that the Confidential Information may include Personal Data. To ensure an adequate level of protection (as required by applicable Data Protection Laws) for any Confidential Information comprising Personal Data which is disclosed or transferred to or by you (or any Authorised Recipient) outside the UK and European Economic Area (**EEA**), you (as importer) for your own part and on behalf of your Authorised Recipients and the Company (as exporter) for itself and on behalf of its Affiliates and Authorised Recipients enter into Module 1 (Controller to Controller) of the EU Standard Contractual Clauses and, where applicable under the UK GDPR, the EU Standard Contractual Clauses shall be read in accordance with, and deemed amended by, the provisions of the UK IDTA which are both incorporated by reference into this letter.

4.2 You will, and you will procure that any non UK/EEA Authorised Recipient will, comply with the terms of the EU Standard Contractual Clauses and UK IDTA in relation to any Confidential Information comprising Personal Data disclosed or transferred to you or it.

4.3 Paragraph 11.2. of this letter shall not apply to the extent that it is inconsistent with the EU Standard Contractual Clauses and/or UK IDTA.

4.4 If the EU Standard Contractual Clauses and/or UK IDTA are replaced, amended, revoked or declared invalid, you will, and you will procure that your Authorised Recipients will, promptly take such steps as we may reasonably require to ensure an adequate level of protection (as required by applicable data protection laws) for any Confidential Information comprising Personal Data held in locations outside of the UK and EEA by you or any Authorised Recipient.

4.5 All Confidential Information shall remain the property of our Group and no rights or licence in the Confidential Information shall be conferred on you or any Authorised Recipient except as set out in this letter.

5 PERMITTED DISCLOSURE

- 5.1 You may disclose Confidential Information to Authorised Recipients, provided that you:
- (a) disclose Confidential Information to Authorised Recipients only to the extent reasonably necessary for the Permitted Purpose;
 - (b) inform each Authorised Recipient that the Confidential Information is confidential;
 - (c) at our request, as soon as reasonably practicable provide us with a list of all Authorised Recipients (on an entity basis) who have received any Confidential Information, excluding any Affiliates or Representatives within your organisation; and
 - (d) procure that each Authorised Recipient is bound by confidentiality and use terms (but excluding, for these purposes, the terms of paragraph 9) no less onerous than the terms of this letter.
- 5.2 You will be liable to us for any act or omission by an Authorised Recipient which would constitute a breach of the expressly applicable terms of this letter, except if such Authorised Recipient has entered into a direct confidentiality undertaking with us.
- 5.3 You or an Authorised Recipient may disclose Confidential Information or make a public announcement relating to the Proposed Transaction to the extent that such person is requested or required to do so by applicable law or regulation or by any competent judicial, governmental or regulatory authority (including, without limitation, the Panel), stock exchange or professional body or the Takeover Code provided that, and to the extent legally possible, you shall:
- (a) promptly inform us of the basis on which such disclosure or announcement is required, provided that no such notice shall be required to be given in the case of a routine examination or audit by any regulator that is not specifically directed at the Proposed Transaction or the Confidential Information;
 - (b) take such reasonable steps (at our sole cost and expense) as we may reasonably require to avoid or limit such disclosure or announcement, except when this would have significant adverse consequences for you or for the Authorised Recipient concerned; and
 - (c) consult in good faith with us with a view to agreeing the form, content and timing of the disclosure or announcement.
- 5.4 If you are unable to inform us before the disclosure of Confidential Information pursuant to paragraph 5.3, you shall (to the extent legally possible) inform us of the disclosure or announcement promptly after it is made.

6 RETURN OF CONFIDENTIAL INFORMATION

- 6.1 You will, and you will direct each Authorised Recipient to, promptly on written demand from us:
- (a) destroy or return to us (at your sole election) all hard copy documents and other materials containing Confidential Information held by you or it without keeping any copies;
 - (b) take all reasonable steps to permanently delete all Confidential Information from any computer or other device in your or its possession or control; and

- (c) at our request, confirm in writing to us that (with email being sufficient), to the best of your or its knowledge, information and belief having made all reasonable enquiries, you or it have fully complied with the provisions of paragraphs 6.1(a) and 6.1(b).
- 6.2 Nothing in paragraph 6.1 shall require you or your Authorised Recipients to return, destroy or delete (or procure the return, destruction or deletion of) Confidential Information or any documents or materials containing it to the extent that:
- (a) you or an Authorised Recipient is required to retain such Confidential Information by applicable law or regulation, by any bona fide and existing internal compliance or document retention policy or procedures to which you or it are subject, or by any competent judicial, governmental or regulatory authority, stock exchange or professional body;
- (b) such Confidential Information has been incorporated in good faith in your, or an Authorised Recipient's, board, board committee or investment committee papers or minutes relating to the Proposed Transaction;
- (c) your professional advisers are required to keep any Confidential Information for record purposes by applicable laws or rules of professional conduct, provided that, if those documents contain Personal Data, your professional advisers shall not retain them to the extent the retention is in breach of applicable data protection legislation; or
- (d) such Confidential Information is contained in an archived electronic back-up file made in accordance with your or an Authorised Recipient's normal operating, security and/or disaster recovery procedures.

The obligations of confidentiality in this letter will continue to apply to such retained Confidential Information for so long as it is so retained.

7 APPROACHES

- 7.1 You shall ensure that all communications regarding the Proposed Transaction and all requests for Confidential Information are directed to [REDACTED], [REDACTED] or [REDACTED] (or to such other persons or entities as we may nominate or authorise in writing) and to no other person.
- 7.2 Save for communications permitted by paragraph 7.1, you will not, in connection with the Proposed Transaction, use any Confidential Information to have any contact of any kind with our directors, officers, employees or any of our shareholders, lenders or known customers or suppliers, provided always that you shall not be prevented to communicating with HSBC Bank plc as your Permitted Finance Provider.
- 7.3 For a period of 12 months from the date of this letter, you will not solicit or offer to employ or engage any person who at any time during the course of negotiations between us and/or our respective Representatives who you know or reasonably ought to have known is working for us (whether as an employee, consultant or independent contractor), whether or not such person would breach his or her contract with our Group as a result.
- 7.4 Nothing in paragraph 7.2 shall prevent you or your Authorised Recipients from conducting any commercial, market or other similar diligence process in connection with the Proposed Transaction, or from contacting any person in the ordinary course of its existing business, if it does not refer in any way to the Proposed Transaction or any Confidential Information.
- 7.5 Nothing in paragraph 7.3(a) shall prevent you or your Authorised Recipients from (i) employing or engaging any person through any general solicitations of employees, or who responds to a recruitment advertisement or is recruited through an employment agency

provided that such response or recruitment was not targeted at any such person, or (ii) soliciting or hiring any employee whose employment with the Company has been terminated prior to the commencement of any such solicitation or employment discussions between you and such employee.

8 TERM

- 8.1 Save where expressly provided otherwise in this letter, the obligations in this letter will terminate two years from the date you accept the terms of this letter by countersigning it. Termination of the obligations in this letter will not release (i) any party from liability for breach before such termination or (ii) you from your continuing obligations under this letter pursuant to applicable Data Protection Laws.

9 STANDSTILL

- 9.1 For a period of 12 months from the date of this letter, you will not, and you will use reasonable endeavours to procure that your Affiliates will not, whether directly or indirectly, alone or acting in concert with others, without our prior written consent:

- (a) acquire any interest in the equity securities of the Company (other than any such securities issued pursuant to any rights granted in respect of such securities held by such person as at the date of this letter) (**Company Securities**);
- (b) enter into any agreement, arrangement or understanding (whether or not legally binding) to do any act as a result of which you or any other person may acquire any interest in Company Securities;
- (c) announce or make, or cause any other person to announce or make, any offer for any or all Company Securities (whether under Rule 2.7 of the Takeover Code or otherwise);
- (d) subject to paragraph 9.3(b), make an approach to, solicit or enter into discussions with any of the Company's shareholders in connection with any offer by you, any of your Affiliates or any person acting in concert with you or them for all or any Company Securities, including soliciting or in any way participating in the solicitation of, any of the Company's shareholders to vote in a particular manner at any meeting of the shareholders of the Company in connection with any such offer; or
- (e) cause yourself, any of your Affiliates or any person acting in concert with you or them to be in a position where you or they are obliged to make an offer for all or any Company Securities (whether under Rule 9 of the Takeover Code or otherwise).

- 9.2 The provisions of paragraphs 9.1 shall cease to apply if:

- (a) any person (other than you or any of your Affiliates or any person acting in concert with you or them) (a **Third Party**) announces a firm intention to make an offer for shares in the Company pursuant to Rule 2.7 of the Takeover Code, whether or not recommended and including, for the avoidance of doubt, when such an announcement is made because a Third Party becomes obliged to make an offer pursuant to Rule 9 of the Takeover Code;
- (b) any person acquires an interest in the Company's shares carrying over 15 per cent. of the voting rights attaching to all issued Company shares;
- (c) the Company enters into or announces that it is proposing to enter into a reverse takeover (as referred to in the Takeover Code) or announces a proposal to seek

shareholder approval for any Third Party to avoid making an offer which would otherwise be required under Rule 9 of the Takeover Code;

- (d) any Third Party enters into an agreement with the Company or any other member of its Group to acquire all or substantially all of the undertakings, assets or business of the Company or its Group;
- (e) the Company announces that that it is seeking one or more potential offerors by means of a formal sales process (as referred to in the Takeover Code); or
- (f) you (or any of your Affiliates or any person acting in concert with you or them) announce a firm intention to make an offer for the Company pursuant to Rule 2.7 of the Takeover Code and such offer is recommended by the board of directors of the Company.

9.3 The provisions of paragraph 9.1 shall not apply so as to prevent or restrict:

- (a) you or any of your Affiliates or any person acting in concert with you or them from making any proposal to the board of directors of the Company or engaging with any of the Company's professional advisers regarding the Proposed Transaction;
- (b) the procuring and/or entering into of irrevocable undertakings or letters of intent with any shareholder(s) of the Company in connection with the Proposed Transaction, provided the Company has given its prior written consent (such consent not to be unreasonably withheld or delayed) to you, any of your Affiliates or any person acting in concert with you or them discussing an irrevocable undertaking or letter of intent with the relevant shareholder(s);
- (c) any dealing in securities or related activities:
 - (i) by any exempt principal trader in the same group as your or any of your Affiliates financial advisers on the Proposed Transaction, provided any such dealings comply with Rule 38 of the Takeover Code; or
 - (ii) in the ordinary course of share trading, dealing, fund management, investment banking or other banking business by any of your or your Affiliates professional advisers, provided that such action is not taken on the direct or indirect instructions of you or any of your Affiliates who are in receipt of or aware of any Confidential Information; or
- (d) any announcement required by the Panel to be made under Rule 2.2 of the Takeover Code.

9.4 In this paragraph 9, the term **offer** has the meanings set out in the Takeover Code and references to an **interest** in Company Securities shall be construed in accordance with the definition of "interests in securities" contained in the Takeover Code.

10 **INSIDER DEALING**

You acknowledge that the Confidential Information may be price-sensitive or inside information for the purposes of the Criminal Justice Act 1993 (**CJA**) and/or the Market Abuse Regulations (EU) 596/2014 (as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018 (as amended) (**UK MAR**)) and that its use or disclosure may constitute insider dealing or market abuse under applicable law. You therefore undertake, and shall direct your Authorised Recipients, not to use or disclose any Confidential Information for any unlawful purpose under the CJA, UK MAR and applicable law and to comply with the provisions of the CJA, UK MAR and applicable law in connection with such price-sensitive or inside information.

11 NO REPRESENTATIONS OR WARRANTIES

- 11.1 Neither we nor our Representatives make or give any warranty or representation, express or implied, as to the accuracy, reliability or completeness of any Confidential Information.
- 11.2 Neither we nor our Representatives will be responsible or liable to you or to any other person in respect of Confidential Information provided to you or its use, nor are we or our Representatives obliged to provide further information, update the Confidential Information or correct any inaccuracies.
- 11.3 Nothing in this paragraph 10 operates to exclude or limit any liability for fraud.

12 RIGHT OF REJECTION / TERMINATION

- 12.1 Neither the Confidential Information nor anything else in this letter shall constitute an offer or invitation to you, nor will any such information form the basis of any contract.
- 12.2 Neither you nor any of your Representatives are obliged to make, and neither we nor our Representatives are obliged to accept, any offer or proposal in connection with the Proposed Transaction and, save as may be expressly agreed between us and/or our respective Representatives, each of us and/or our Representatives may terminate negotiations at any time without giving any reason and without incurring any liability to the other.
- 12.3 Each of us are responsible for our own costs and any costs incurred by our respective Representatives in considering or pursuing the Proposed Transaction and in complying with the terms of this letter.

13 ACKNOWLEDGEMENTS

- 13.1 You confirm that you are acting as principal on your own account and not as agent or broker for any other person.
- 13.2 You confirm that you and each Authorised Recipient are able to receive the Confidential Information without contravening any legal restrictions or undertaking any registration requirements in the jurisdictions in which you or it reside or conduct business.

14 REMEDIES

- 14.1 If you become aware of any disclosure of Confidential Information which is or is reasonably likely to constitute a breach of this letter, you shall notify us as soon as reasonably practicable in writing and, without prejudice to any rights and remedies we or any Affiliate may have, you shall take such steps as we may reasonably require in order to remedy or mitigate the effects of such actual or threatened breach.
- 14.2 You acknowledge and agree that damages alone may not be an adequate remedy for any breach or threatened breach of the obligations in this letter and that a person with rights under this letter may seek the remedies of injunction, specific performance and other equitable relief to the maximum extent available under applicable law.

15 THIRD PARTY RIGHTS

- 15.1 Each of our Affiliates shall be entitled to the benefit of and to enforce the terms of this letter in accordance with the *Contracts (Rights of Third Parties) Act 1999*.

- 15.2 The parties to this letter may, without the consent of any of our Affiliates, rescind or vary this letter in such a way as to extinguish or alter the benefits or rights conferred by paragraph 15.1.
- 15.3 Except as provided in paragraph 15.1, a person who is not a party to this letter shall not have any right under the *Contracts (Rights of Third Parties) Act 1999* to enforce any of its terms. This paragraph does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

16 GENERAL

- 16.1 You shall not assign, transfer or otherwise deal with all or any of your benefits, rights or obligations under this letter without our prior written consent.
- 16.2 This letter also applies to any Confidential Information accessed through any electronic data room and supersedes any “click-through” acknowledgment or agreement associated with any such data room.
- 16.3 To the extent that any Confidential Information is covered or protected by privilege, then its supply or disclosure to you or any Authorised Recipient does not constitute a waiver of privilege or any other rights which we or our Representatives may have in respect of such Confidential Information.
- 16.4 If any provision of this letter is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, that shall not affect or impair the legality, validity or enforceability of (a) any other provision of this letter in that jurisdiction; or (b) that provision or any other provision of this letter in any other relevant jurisdiction.
- 16.5 No right or remedy under or in respect of this letter shall be precluded, waived or impaired by (a) any failure to exercise or delay in exercising it; (b) any single or partial exercise of it; (c) any earlier waiver of it, whether in whole or in part; or (d) any failure to exercise, delay in exercising, single or partial exercise of or earlier waiver of any other such right or remedy.
- 16.6 This letter and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law. The courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letter or its subject matter or formation (including in relation to any non-contractual obligations). Each party irrevocably waives any objection which it may have to any legal action or proceedings brought in the courts of England on the ground that they are an inappropriate or inconvenient forum.
- 16.7 This letter may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart is an original, but all counterparts shall together constitute one and the same agreement.
- 16.8 The Company acknowledges that your review of Confidential Information will inevitably enhance your overall general knowledge and understanding of the Company’s industries in a way that cannot be separated from your other knowledge and the Company agrees that this letter shall not restrict your use of such overall general knowledge and understanding of such industries, including in connection with the purchase, sale, consideration of, and decisions related to other investments and serving on the boards of such investments. For the avoidance of doubt, the parties acknowledge that subject to the obligations contained herein, nothing in this letter shall restrict or limit the rights of such parties from pursuing other business or investment opportunities including those that are similar or competing.

Please confirm your agreement to the terms of this letter by arranging for the enclosed copy to be signed on your behalf by a duly authorised signatory, dated and returned to [REDACTED]

[Redacted] or [Redacted]
[Redacted] at the above address. The agreement constituted by this letter will come into effect on the date on which we receive your signed and dated letter.

Yours faithfully

Signed by for and on behalf of **Learning Technologies Group plc:**)
)
) Signature

[Redacted]

~~Director~~ GENERAL COUNSEL
AND COMPANY
Authorised signatory SECRETARY

On copy:

We have read and agree to the terms of the above letter.

Signed by for and on behalf of)
GASC APF, LP.:)
) Signature

Date: ____ July 2024

[Redacted]

Authorised signatory

([REDACTED]), [REDACTED] or [REDACTED]
[REDACTED] at the above address. The agreement constituted by this letter will come into effect on the date on which we receive your signed and dated letter.

Yours faithfully

Signed by for and on behalf of **Learning Technologies Group plc:**)
)
) Signature

.....
Director
Authorised signatory

On copy:

We have read and agree to the terms of the above letter.

Signed by for and on behalf of)
GASC APF, LP.:)
) Signature

.....
[REDACTED]
Authorised signatory

Date: 9 July 2024