

From: ACR Bidco Limited  
26 St. James's Square  
London  
SW1Y 4JH

To: De La Rue plc  
De La Rue House  
Jays Close  
Viables  
Basingstoke  
Hampshire  
RG22 4BS

15 April 2025

Dear Sirs

## **Inducement Fee Letter**

We refer to the proposed offer ("**Proposed Offer**") by ACR Bidco Limited ("**Atlas**") to acquire the entire issued and to be issued share capital of De La Rue plc ("**DLR**") (the "**Acquisition**") for cash consideration of 130 pence per DLR ordinary share (the "**Offer Price**").

The parties hereto acknowledge that Atlas has and continues to commit time, expense and personnel to investigating the affairs of DLR, including incurring the expense of instructing advisers for the purposes of the Proposed Offer and making necessary preparations for the purposes of the documentation and execution of the Proposed Offer. As a result and by way of acknowledgement of such commitments, DLR hereby undertakes to Atlas to pay an inducement fee to Atlas by way of compensation on the terms set out below:

### **1. DEFINITIONS AND INTERPRETATION**

1.1 The following definitions apply for the purposes of this letter:

|                      |  |
|----------------------|--|
| <b>"Atlas Group"</b> | means Atlas, its subsidiary undertakings, its parent undertaking and any subsidiary undertaking of such parent undertaking from time to time and "member of the Atlas Group" shall be construed accordingly; |
|----------------------|--|

|                               |   |
|-------------------------------|---|
| <b>“Business Day”</b>         | means a day (other than a Saturday, Sunday and/or public holiday) on which banks are open for business in England and Wales;  |
| <b>“Code”</b>                 | means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the UK Panel on Takeovers and Mergers;   |
| <b>“Competing Proposal”</b>   | means an offer (as defined in the Code) for DLR made by a third party which is not acting in concert with Atlas;  |
| <b>“Inducement Fee”</b>       | means an amount in cash equal to one per cent. of the aggregate value of the issued share capital of DLR by reference to the Offer Price;   |
| <b>“Inducement Fee Event”</b> | has the meaning given in paragraph 2.1;   |
| <b>“Rule”</b>                 | means a rule of the Code;   |
| <b>“Scheme”</b>               | means the proposed scheme of arrangement under Part 26 of the Companies Act 2006 to implement the Acquisition; and  |
| <b>“Takeover Offer”</b>       | should the Acquisition be implemented by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act 2006, the offer to be made by or on behalf of Atlas to acquire the entire issued and to be issued share capital of DLR not already owned by Atlas. |

- 1.2 In addition, the expressions **“acting in concert”**, **“control”** and **“offer”** shall, for the purposes of this letter, have the meanings given in the Code.

## 2. INDUCEMENT FEE

- 2.1 DLR shall pay to Atlas (or its nominee) the Inducement Fee in the event that the Proposed Offer is formally announced for the purposes of Rule 2.7 on a recommended basis and, after such announcement a Competing Proposal is announced and that Competing Proposal subsequently becomes or is declared unconditional in all respects or is completed or becomes effective in any other manner whatsoever (the **“Inducement Fee Event”**).
- 2.2 DLR shall pay the Inducement Fee (which shall be deemed to include VAT, if applicable) by not later than ten Business Days after the date on which the Inducement Fee Event occurs. Payment shall be made in the form of an electronic funds transfer for same day value to such bank account as may be notified to DLR in writing by Atlas and shall be paid in full without any deduction or withholding and without regard to any lien, right of set-off, counterclaim or otherwise.

- 2.3 The parties anticipate, and shall use all reasonable endeavours to procure, that the Inducement Fee is and will not be treated as consideration (in whole or in part) for a taxable supply for VAT purposes.

**3. GENERAL**

- 3.1 No failure or delay by either party in exercising any of its rights under this letter shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other further exercise of such rights.
- 3.2 Atlas may assign its rights under this letter to any member of the Atlas Group.
- 3.3 Each party shall pay its own costs and expenses in relation to the preparation, negotiation and execution of this letter.
- 3.4 For the avoidance of doubt this letter does not constitute a firm intention to make an offer for the purposes of the Code.
- 3.5 No variation of this letter shall be effective unless in writing and signed by or on behalf of each of the parties. This letter does not create any rights under the Contracts (Rights of Third Parties) Act 1999 for a person who is not a party to it.
- 3.6 This letter and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Please indicate your acceptance of these terms by signing the enclosed duplicate of this letter and returning it to us.

Yours faithfully

A large black rectangular redaction box covering the signature of the Director.

Director  
for and on behalf of ACR Bidco Limited

We hereby agree to the terms of your letter dated 15 April 2025 of which a copy is set out above.



Director  
for and on behalf of De La Rue plc

Dated: 15 April 2025