

From: Wincanton plc
Methuen Park
Chippenham, Wiltshire SN14 0WT

To: The Directors
GXO Logistics, Inc.
Two American Lane, Greenwich, CT 06831

Dated: 12 February 2024

Dear Sir or Madam,

Wincanton plc (the "**Company**") and GXO Logistics, Inc. (the "**Recipient**") (each a "**Party**" and together the "**Parties**") are involved in discussions regarding a possible offer to be made in accordance with the Code by the Recipient or its Affiliate to acquire the entire issued share capital of the Company (the "**Transaction**").

In connection with the Transaction, each Party (in its capacity as the "**Disclosing Party**") may disclose Confidential Information to the other Party (in its capacity as the "**Receiving Party**") subject to the terms of this agreement (the "**Agreement**").

1. **DEFINITIONS**

"Advisers" means, in relation to each Party, that Party's professional, financial, legal, accounting, pensions, tax, remuneration and insurance advisers in connection with the Transaction;

"Affiliate" means, in relation to any person any other person directly or indirectly Controlled by, or Controlling, or under common Control with, that person and, in the case of a trust, any trustee or beneficiary (actual or potential) of that trust;

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

"Confidential Information" means, in relation to a Disclosing Party:

- (a) all information relating to the Disclosing Party or any of its Affiliates or to the Transaction which is or has been made available for the purposes of or in connection with the Transaction by the Disclosing Party or its Related Persons to the Receiving Party or its Related Persons;
- (b) analyses, compilations, studies and other material prepared by the Receiving Party or its Related Persons which contain, reflect or are otherwise generated from the information described in (a) above; and
- (c) subject to Clause 6.4.2, the existence and contents of the discussions between the Parties and/or their Related Persons about the Transaction, including the identity of the Parties, the fact of the Recipient's interest in acquiring the Company, and the existence and contents of this Agreement,

in each case in whatever form or medium (including written, electronic, visual and oral) such information is recorded or kept and whether disclosed or created before or after the date of this Agreement, but, in the case of the information referred to in (a) and (b) above only, excluding information which:

- (i) at the time of supply is, or subsequently becomes, publicly available (other than as a direct or indirect result of any breach of the terms of this Agreement); or

- (ii) is lawfully known to the Receiving Party or its Related Persons before it is disclosed by the Disclosing Party or its Related Persons or is lawfully obtained by the Receiving Party after such disclosure, other than from a source which is connected with the Disclosing Party and which, in either case, has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality to the Disclosing Party or its Related Persons;

"Control" means when a person directly or indirectly holds or controls a majority of the voting rights of, or the right to appoint or remove a majority of the board of directors of, or the right to exercise a dominant influence over or otherwise control (by virtue of an undertaking's constitution or otherwise), another person, and **"Controlled"** or **"Controlling"** shall be construed accordingly;

"GDPR" means the EU General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data;

"Panel" means the Panel on Takeovers and Mergers;

"Related Persons" means, in relation to a Party, its Affiliates, each of such Party's and its Affiliates' directors, officers, employees, Advisers, auditors and insurers at any time when the provisions of this Agreement apply and, in relation to the Recipient only and subject to obtaining the prior written consent of the Company (such consent not to be unreasonably withheld), any actual or potential provider(s) of finance together with the directors, officers, employees and Advisers of such provider or providers;

"UK GDPR" means the UK version of GDPR which is part of English law by virtue of the European Union (Withdrawal) Act 2018; and

"UK MAR" means the UK version of the EU Market Abuse Regulation (EU) 596/2014 which is part of UK law by virtue of the European Union (Withdrawal) Act 2018.

2. **CONFIDENTIALITY**

2.1 Each Receiving Party shall:

- 2.1.1 keep the Disclosing Party's Confidential Information confidential and not disclose the Disclosing Party's Confidential Information to any third party except as permitted in accordance with this Agreement;
- 2.1.2 use the Confidential Information only in connection with considering, evaluating, negotiating, implementing and/or obtaining financing for the Transaction;
- 2.1.3 subject to Clause 2.2, not disclose the Confidential Information to anyone other than those of the Receiving Party's Related Persons who, in the Receiving Party's reasonable opinion, need to know the Confidential Information for the purposes of the Transaction, in each case in confidence and only to the extent necessary for considering, evaluating, negotiating, implementing and/or obtaining financing for the Transaction;
- 2.1.4 ensure that each Related Person to whom the Confidential Information is disclosed (whether by the Receiving Party or by the Disclosing Party or any of their Related Persons) is aware of and observes the Receiving Party's obligations of confidence under this Agreement and will be responsible for any breach of the provisions of this Agreement by its Related Persons; provided, however that the Receiving Party will not be responsible for any breach of this Agreement by any of its Related Persons that have entered into a confidentiality agreement directly with the Disclosing Party in respect of the Transaction; and
- 2.1.5 only contact any of the Disclosing Party's Related Persons in relation to the Transaction or the Confidential Information if and to the extent that the Disclosing Party has approved that contact for that purpose (being in respect of each Party, those individuals listed in Appendix 1 and any such further representatives as each Party may notify to the other Party from time to time).

- 2.2 Clause 2.1 shall not prevent the Receiving Party from disclosing any of the Disclosing Party's Confidential Information, subject to Clause 2.3:
- 2.2.1 to the extent required by either applicable law or by any order of any court of competent jurisdiction or any competent judicial or governmental body; or
- 2.2.2 if required by the regulations of any stock exchange or required or requested by a regulatory or supervisory authority to which the Receiving Party is subject (whether or not having the force of law but, if not having the force of law, being of a type with which persons to which it applies are accustomed to comply) including, for the avoidance of doubt, the Panel.
- 2.3 If the Receiving Party or any of its Related Persons becomes required, in circumstances contemplated in Clause 2.2, to disclose any Confidential Information, it shall (to the extent permitted by applicable laws and regulations) give to the Disclosing Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the Disclosing Party, having due regard to the Disclosing Party's views, and take such steps as the Disclosing Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure and, where the disclosure is to be by way of a public announcement, make reasonable efforts to agree the wording of the announcement with the Disclosing Party in advance.
- 2.4 In respect of any Confidential Information falling under limb (c) of the definition of Confidential Information, the Company and the Recipient shall each be entitled to disclose that Confidential Information to their own shareholders and to each other Party's shareholders, and each undertake that no obligation of confidentiality will be imposed by that Party which would have the effect of preventing such shareholder(s) from discussing such disclosure with the Party or Parties in which they hold interests (being the Company and/or the Recipient (as the case may be)).
- 2.5 A Receiving Party will, within ten days of receipt of a written demand from the Disclosing Party (email being sufficient) either:
- 2.5.1 return to the Disclosing Party, or destroy (at the Receiving Party's sole election), all documents, held by the Receiving Party containing or based on or generated from Confidential Information relating to the Disclosing Party and the Transaction, and instruct in writing (email being sufficient) its Related Persons to do the same, provided that each Party and its Related Persons may retain documents containing or based on such Confidential Information to the extent required by law, regulation or the rules of any applicable judicial, governmental, regulatory or supervisory authority or stock exchange or in order to comply with its bona fide internal compliance policies or insurance policies or the rules or recommendations of any relevant professional body;
- 2.5.2 permanently remove any Confidential Information held on any computer, disk or other device, to the extent reasonably practicable, provided that it may retain such Confidential Information as is contained in an electronic record created as part of automated business continuity procedures operated by or on behalf of it, if such record is not accessible other than for disaster recovery or similar operations and subject always to the duties of confidentiality in respect of such Confidential Information contained in this Agreement; and
- 2.5.3 certify in writing (with email being sufficient) to the Disclosing Party that it has complied with the requirements of this Clause 2.5.
- 2.6 Without prejudice to any rights or liabilities accrued prior to such termination, the obligations set out in this Clause 2 shall terminate and shall have no further force or effect:
- 2.6.1 upon completion of the Transaction;
- 2.6.2 if completion of the Transaction has not occurred by the date which is two years after the date of this Agreement, on that date, except to the extent that the Confidential Information falls under limb (c) of the definition of Confidential

Information, in relation to which the obligations shall terminate on the date which is five years after the date of this Agreement.

3. NON-SOLICITATION

3.1 The Recipient undertakes to the Company that it will not, and it will procure that its Affiliates will not, directly or indirectly, for a period of 15 months starting on the date of this Agreement, solicit or entice away any person:

3.1.1 who is employed or directly or indirectly engaged by the Company or its Affiliates in an executive or senior managerial capacity; and

3.1.2 in connection with the Transaction, with whom the Recipient or any of its Related Persons have had contact, or about whom the Company or any of its Related Persons have made specific employment-related Confidential Information available to the Recipient or its Related Persons,

with a view to inducing that person to leave such employment or engagement; provided however, that the foregoing shall not apply: (i) to a recruitment offer made to employ any person who contacts the Recipient solely on his or her own initiative, or (ii) in response to a bona fide employment advertisement.

3.2 The Recipient undertakes to the Company that it will not, and will procure that its Affiliates will not, directly or indirectly, contact or otherwise engage with any customer of or supplier to the Company or any of its Affiliates in connection with the Transaction, without the Company's prior written consent.

4. NOTICES

4.1 Requirements for notices

A notice (including any approval, consent or other communication) given in connection with this agreement and the documents referred to in it must be in writing in the English language, signed on behalf of the Party giving it and must be given by one of the following methods:

4.1.1 by hand (including by courier or process server) to the address of the addressee;

4.1.2 by pre-paid recorded delivery (or airmail if posted to or from a place outside the United Kingdom) to the address of the addressee; or

4.1.3 by email (including by attachment to an email) to the email address(es) specified for that addressee in which case the requirement for a signature shall not apply,

being the address or email address(es) which is specified in Clause 4.2 in relation to the Party or Parties to whom the notice is addressed, and marked for the attention of the person so specified, or to such other address or such other email address(es), or marked for the attention of such other person as the relevant Party may from time to time specify by notice given to all of the other Parties in accordance with this Clause 4.

4.2 Parties' contact details

The relevant address and specified details for each of the Parties at the date of this agreement are as follows:

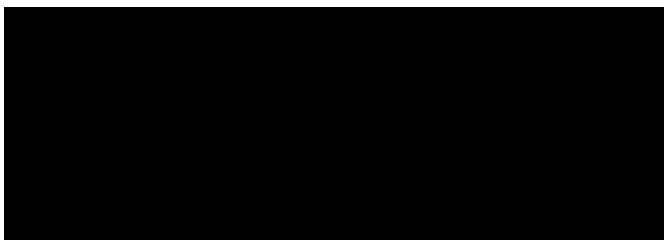
Name: Wincanton plc

Address:

Email address:

For the attention of:

With a copy to:



Name: GXO Logistics, Inc.

Address:
Email address:
For the attention of:
With a copy to:



4.3 Deemed receipt

Unless it is proved that it was received earlier and subject to Clause 4.4 below, a notice is deemed to be received:

- 4.3.1 in the case of a notice given by hand, at the time when the notice is left at the relevant address;
- 4.3.2 in the case of a notice given by posted letter, on the third day after posting or, if posted from a place outside the United Kingdom, the seventh day after posting; and
- 4.3.3 in the case of a notice given by email, four hours after the time at which the email is sent to the email address(es) specified for that Party in Clause 4.2.

4.4 A notice received or deemed to be received on a day which is not a business day in the place of receipt, or after 5 p.m. on any business day in the place of receipt, shall be deemed to have been received on the next following business day in the place of receipt (and for the purposes of this Clause a business day in the place of receipt shall mean a day (other than a Saturday or Sunday) on which banks are open for general business in that place).

4.5 Where the sender and recipient(s) of any notice are in different time zones, then for the purpose of assessing the date or time of deemed receipt, the relevant time zone is that of the recipient's postal address in Clause 4.2.

4.6 This Clause 4 does not apply to service of proceeding or other documents in any judicial proceedings.

5. ENTIRE AGREEMENT

5.1 Each Party agrees on behalf of itself and its Affiliates that this Agreement:

- 5.1.1 constitutes the whole agreement in relation to its subject matter and supersedes any previous agreement between the Parties in relation to its subject matter; and
- 5.1.2 to the extent permitted by law, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

5.2 Each Party agrees that this Agreement is made on the basis that, neither Party has been induced to enter into this Agreement by, nor has relied on, any statement, representation, warranty, assurance, covenant, indemnity, undertaking or commitment, which is not expressly set out in this Agreement.

6. MISCELLANEOUS

6.1 Right to terminate discussions

Each Party reserves the right in its sole and absolute discretion to terminate discussions and negotiations relating to the Transaction at any time, but such termination shall not affect the terms of this Agreement which shall remain in full force and effect. No discussions or communications between the Parties will:

- 6.1.1 serve to impair the right of that Party to develop, make, use, procure or market products or services now or in the future that may be competitive with those offered by the other Party;
- 6.1.2 require that Party to disclose any Confidential Information to the other Party; or

6.1.3 result in any obligation to enter into any further agreement of any kind.

6.2 **Compliance with law**

Each Party acknowledges that it must, and will advise each of its Related Persons that they must, deal with the Confidential Information having regard to each of the following, where applicable:

- 6.2.1 the prohibition on market abuse contained in UK MAR in particular in relation to insider dealing and unlawful disclosure of inside information;
- 6.2.2 Article 17 and 18 of UK MAR in relation to inside information;
- 6.2.3 the Disclosure Guidance and Transparency Rules issued by the Financial Conduct Authority;
- 6.2.4 the Listing Rules issued by the Financial Conduct Authority;
- 6.2.5 the criminal offences in relation to inside information contained in Part V of the Criminal Justice Act 1993; and
- 6.2.6 the requirements of any applicable legislation relating to privacy or the processing of personal data, including UK GDPR and/or GDPR and/or the UK Data Protection Act 2018, as applicable to independent controllers of any personal data contained in the Confidential Information, including but not limited to the obligation to process personal data fairly, lawfully and in a transparent manner.

6.3 **No representations or warranties**

- 6.3.1 No representation or warranty is made or given as to the accuracy or completeness of the Confidential Information or any other information supplied or as to the reasonableness of any assumptions on which any of the same is based (and there is no obligation on either Party to update or correct such information).
- 6.3.2 The Parties agree, for themselves and on behalf of their Related Persons, that (without prejudice to any liability for fraud) neither Party in its capacity as a Disclosing Party nor any of its Related Persons shall have any liability to the other Party in its capacity as a Receiving Party or any of its Related Persons, resulting from the use of the Confidential Information or any other information supplied, or for any opinions expressed, or any omissions or mis-statements made by any of them in connection with the Transaction.

6.4 **Takeover Code**

Nothing in this Agreement shall:

- 6.4.1 oblige a Party to take any action which the Panel determines would not be permitted by Rule 21.2 of the Code;
- 6.4.2 prevent the Company from making an announcement relating to a possible offer, or publicly identifying the Recipient as a potential offeror, either pursuant to Rule 2.3(d) or if required by the Panel under Rule 2.2 or Rule 2.4 of the Code, and any such announcement may be made by the Company without prior notification to, or consultation with, the Recipient; or
- 6.4.3 prevent the Company from complying with the Code or any Panel determination.

6.5 **Data protection**

The parties shall each be separate, independent controllers in respect of any personal data supplied by or on behalf the Disclosing Party or any of its Related Persons to the Receiving Party or any of its Related Persons in connection with the Transaction.

6.6 **Third party rights**

No term of this Agreement is enforceable by a person who is not a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

6.7 **Variation and waiver**

6.7.1 No variation of this Agreement shall be effective unless it is in writing (which for this purpose, does not include email) and signed by, or on behalf of, each of the Parties. The expression "variation" includes any variation, supplement, deletion or replacement however effected.

6.7.2 No waiver of any right or remedy provided by this Agreement or by law shall be effective unless it is in writing (which for this purpose, does not include email) and signed by, or on behalf of, the Party granting it.

6.7.3 The failure to exercise, or delay in exercising, any right or remedy provided by this Agreement or by law does not:

- (A) constitute a waiver of that right or remedy;
- (B) restrict any further exercise of that right or remedy; or
- (C) affect any other rights or remedies.

6.7.4 A single or partial exercise of any right or remedy does not prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy.

6.8 **Counterparts**

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which when executed shall be an original, but all the counterparts together constitute one instrument.

6.9 **Costs**

Each Party shall bear its own costs and expenses incurred in connection with the negotiation and preparation, of this Agreement and any other documents referred to in this Agreement and any other documents which are ancillary or incidental to it.

6.10 **Severance**

6.10.1 If any provision or part of any provision of this Agreement is or becomes invalid or unenforceable in any respect under the law of any relevant jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

6.10.2 If any provision of this Agreement is or becomes invalid or unenforceable in any respect under the law of any relevant jurisdiction, but would be valid and enforceable if some part of the provision were deleted, the provision in question shall apply in respect of such jurisdiction with such deletion as may be necessary to make it valid and enforceable.

6.11 **Equitable remedies**

Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that damages alone may not be an adequate remedy for any breach of the provisions of this Agreement. The remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of the provisions of this Agreement may be more appropriate remedies.

6.12 **Governing law**

This Agreement and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) shall be governed by, and construed in accordance with, English law.

6.13 **Dispute resolution**

6.13.1 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction in relation to any claim or dispute which may arise out of or in connection with this Agreement.

6.13.2 Each Party irrevocably waives any right that it may have to object to an action being brought in the courts of England, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

6.14 **Service of process**

6.14.1 The Recipient:

(A) irrevocably appoints GXO Logistics Holdings UK Unlimited (company number 11747954) of Lancaster House, Nunn Mills Road, Northampton, England, NN1 5GE (the "**Process Agent**") as its agent to accept service of process in England and Wales in relation to any document initiating or otherwise connected with any court proceedings arising out of or in connection with this Agreement;

(B) agrees to notify the Company in writing of any change of address of such Process Agent within 10 Business Days of the change of address; and

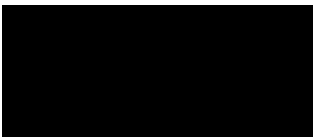
(C) if such Process Agent ceases to be able to act under this Clause 6.14 or ceases to have an address in England and Wales, irrevocably agrees to appoint a replacement process agent in England and Wales (the "**New Process Agent**") and to give to the Company notice of such appointment within seven days and after such appointment reference to the Process Agent in this Clause will be read as reference to the New Process Agent.

6.14.2 Any such document will be validly served on the Recipient by being sent by pre-paid recorded delivery to or delivered to the Process Agent or left at the Process Agent's address whether or not forwarded to or received by the Recipient.

6.14.3 Without affecting the effectiveness of service under any other method set out in Clause 4, service of such process upon the Process Agent at the address of its registered office or elsewhere within the jurisdiction of the courts of England and Wales for the time being in force will constitute good service on the Recipient.

Please confirm your agreement to these terms by signing and returning one copy of this Agreement.

Yours faithfully,



.....
For and on behalf of **Wincanton plc**

We agree



.....
For and on behalf of **GXO Logistics, Inc.**

Date: 12 February 2024

APPENDIX 1
Company Authorised Contacts

Company

[REDACTED]
[REDACTED]
[REDACTED]

HSBC

[REDACTED]
[REDACTED]

Herbert Smith Freehills LLP

[REDACTED]
[REDACTED]

Recipient Authorised Contacts

Recipient

[REDACTED]
[REDACTED]
[REDACTED]

Rothschild & Co

[REDACTED]

Freshfields Bruckhaus Deringer LLP

[REDACTED]
[REDACTED]