VULCAN ALPHA BIDCO LIMITED

and

BODYCOTE PLC

CO-OPERATION AGREEMENT

relating to

the proposed acquisition of

Bodycote plc

Herbert Smith Freehills Kramer LLP

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THIS AGREEMENT is made on __1__ September 2026

BETWEEN:

(1) **VULCAN ALPHA BIDCO LIMITED**, a company incorporated and registered in England and Wales (with company number 17421897) and whose registered office is Ground Floor, 123 Pall Mall, London, United Kingdom, SW1Y 5EA ("**Bidder**"); and

(2) **BODYCOTE PLC** a company incorporated and registered in England and Wales (with company number 00519057) and whose registered office is Springwood Court, Springwood Close, Tytherington Business Park, Macclesfield, Cheshire, United Kingdom, SK10 2XF ("**Target**"),

together referred to as the "**Parties**" and each as a "**Party**" to this Agreement.

RECITALS:

(A) Bidder, an entity indirectly wholly owned by funds and investment vehicles managed or controlled by Veritas Capital (as defined below), proposes to announce a firm intention to make a recommended cash offer for the entire issued and to be issued share capital of Target on the terms and subject to the conditions referred to in this Agreement and set out in the Announcement (as defined below).

(B) The Parties intend the Acquisition to be implemented by means of the Scheme (as defined below), provided that Bidder reserves the right, as set out in (and subject to the terms and conditions of) the Announcement and this Agreement, and subject to the prior consent of the Panel, to elect to implement the Acquisition by means of an Offer.

(C) The Parties are entering into this Agreement to set out their respective commitments to regulate the basis on which they are willing to implement the Acquisition (whether by way of the Scheme or an Offer).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

The definitions and other interpretative provisions set out in Schedule 1 (*Definitions and Interpretation*) shall apply throughout this Agreement, including the Recitals, unless the contrary intention appears.

2. PUBLICATION OF ANNOUNCEMENT AND TERMS OF ACQUISITION

2.1 The obligations of the Parties under this Agreement, other than Clause 1 (*Definitions and Interpretation*), this Clause 2.1 and Clauses 10 (*Termination*) to 15.8 (*Costs*) (inclusive), Clause 16 (*Governing Law and Dispute Resolution*), shall be conditional on the release of the Announcement via a RIS at or before 8:00 a.m. on the date of this Agreement, or such later time and date as Bidder and Target may agree (and, where required by the Code, approved by the Panel). This Clause 2.1 and Clause 1 (*Definitions and Interpretation*), Clauses 10 (*Termination*) to 15.8 (*Costs*) (inclusive) and Clause 16 (*Governing Law and Dispute Resolution*) shall take effect upon execution of this Agreement.

2.2 The principal terms of the Acquisition shall be as set out in the Announcement, together with such other terms as may be agreed between Bidder and Target in writing (save in the case of an improvement to the terms of the Acquisition in favour of the Target Shareholders, which will be at the sole discretion of Bidder) and, where required by the Code, approved by the Panel.

2.3 The terms of the Acquisition at the date of publication of the Scheme Document shall be set out in the Scheme Document. Should Bidder elect, subject to the consent of the Panel and terms of this Agreement, to implement the Acquisition by way of the Offer in accordance with the provisions of Clause 6, the terms of the Acquisition shall be set out in the Offer Document.

3. UNDERTAKINGS IN RELATION TO CLEARANCES

3.1 Bidder shall use all reasonable efforts as required by Rule 13.2 of the Code to obtain the Clearances and achieve satisfaction of the Regulatory Conditions as soon as reasonably practicable following the date of this Agreement, and in any event, in sufficient time to enable the Effective Date to occur before the Long Stop Date. For the purposes of this Clause 3.1, using "all reasonable efforts" shall include Bidder offering, accepting, agreeing and executing any Remedies which may be imposed or required by any Regulatory Authority as a condition for obtaining the relevant Clearance, provided that nothing in this Clause 3.1 or otherwise in this Agreement shall in respect of the Clearances, require Bidder, any member of the Wider BidCo Group, or any member of the Target Group to offer or accept an Unreasonable Remedy.

For the purposes of this Clause 3.1, "**Unreasonable Remedy**" means, in the context of any Clearance, the imposition or acceptance by a Regulatory Authority of any Remedy which would materially adversely impact or result in a material loss or diminution in value of the business, assets or operations of the Target Group. For the avoidance of doubt, the Parties acknowledge and agree that the obligation to offer, accept or execute Remedies pursuant to this Clause 3.1 shall in all cases be limited to Remedies applying exclusively to the business, assets and operations of the Target Group, and any affiliate thereof, and shall not require Bidder to offer or accept any Remedy in relation to any other company or business: (i) which is directly or indirectly controlled by any member of the Wider BidCo Group; or (ii) in which any member of the Wider BidCo Group has a direct or indirect interest.

3.2 After having consulted in good faith and on a timely basis with, and reasonably considering comments received in a timely fashion from Target, Bidder shall be solely responsible for determining the strategy for obtaining the Clearances, including the timing and sequencing of engagement with the relevant Regulatory Authorities; contacting and corresponding with the relevant Regulatory Authority in relation to the Clearances (except when Target is required to do so by Law or when communications are directed solely at Target by a Regulatory Authority); and paying all applicable filing or notification fees (provided that, for the avoidance of doubt, each Party shall be responsible for its own costs of preparing, reviewing and commenting on any filings, notifications or submissions intended or required to be submitted in connection with the Clearances).

3.3 Without prejudice to the generality of Clauses 3.1 and 3.2, Bidder undertakes to Target to:

3.3.1 make all filings, notifications or submissions in respect of the Clearances which it has a responsibility to make under Law (or if otherwise required by a Regulatory Authority) with or to the relevant Regulatory Authority in respect of the Acquisition (provided Target has made available to Bidder the necessary information in a timely manner) as soon as reasonably practicable (and, with respect to (i) FDI filings, within twenty (20) Business Days and (ii) filings under the HSR Act, within ten (10) Business Days after the date of the Announcement) and to the extent permitted by Law, promptly provide Target with copies of such filings, notifications or submissions (with confidential Bidder information redacted as necessary) as soon as reasonably practicable and where reasonably practicable and subject to Clause 3.5.3, to take all required or necessary steps (as applicable) to avoid: (i) any declaration of incompleteness by any Regulatory Authority; and (ii) any suspension of any review period by any Regulatory Authority;

3.3.2 ensure that all information necessary or reasonably considered appropriate for: (i) the making of filings, notifications or submissions in respect of the Clearances required from any Regulatory Authority in respect of the Acquisition, or (ii) responding to any requests for information by any Regulatory Authority in respect of the Clearances relating to the Acquisition, is supplied accurately and as soon as reasonably practicable and, in any event, in a timely fashion to ensure compliance with any deadline imposed by a Regulatory Authority;

3.3.3 to the fullest extent permitted by Law and the requirements of the relevant Regulatory Authority, keep Target informed of any material and substantive communications with the relevant Regulatory Authority, and notify Target and provide copies as soon as reasonably practicable of any material and substantive communication (including any analyses, presentations, memoranda, briefs, arguments, opinions and proposals and, in the case of non-written material and substantive communications, summaries of oral communications) from any Regulatory Authority in connection with the Acquisition;

3.3.4 to the extent permitted by Law and the requirements of the relevant Regulatory Authority, give Target reasonable notice of and reasonable opportunity to participate in all meetings and material and substantive telephone calls with any Regulatory Authority in connection with the Acquisition;

3.3.5 to the extent permitted by Law, provide Target with drafts of all material and substantive written communications intended to be sent to any Regulatory Authority in connection with the Acquisition in a timely fashion and sufficiently in advance of their submission to allow Target a reasonable opportunity to provide comments on them and provide Target with final copies of all such communications;

3.3.6 to the extent permitted by Law and the requirements of the relevant Regulatory Authority, consult with Target and consider in good faith comments received in a timely fashion from Target on drafts of written material and substantive communications provided to Target in accordance with Clause 3.3.5 before responding to the Regulatory Authority; and

3.3.7 to the extent permitted by Law and the requirements of any Regulatory Authority, keep Target informed of material developments in relation to the satisfaction (or otherwise) of the Clearances.

3.4 For the avoidance of doubt, the obligations of Bidder in Clause 3.3 shall apply to any Regulatory Authority's request for additional information and documentary material pursuant to 15 U.S.C. § 18a(e) (commonly known as a "second request") or any civil investigative demand, subpoena, or other formal or informal inquiry by any Regulatory Authority in connection with the transactions contemplated by this Agreement.

3.5 Subject to Clauses 3.6 and 3.7, save to the extent prohibited by Law or the requirements of the relevant Regulatory Authority, Target undertakes to Bidder to use all reasonable efforts as required to obtain the Clearances and achieve satisfaction of the Regulatory Conditions as soon as reasonably practicable following the date of this Agreement, including to:

3.5.1 make all appropriate filings pursuant to the HSR Act within ten (10) Business Days after the date of the Announcement;

3.5.2 make all appropriate filings pursuant to the ITAR within twenty (20) Business Days after the date of the Announcement;

3.5.3 promptly provide such information and assistance to Bidder as Bidder may reasonably request for the purposes of obtaining the Clearances and making submissions (including responses to information requests), filings or notifications to any Regulatory Authority in connection with the Acquisition. All such information and assistance provided by Target to Bidder will be supplied in good faith and as promptly as reasonably practicable;

3.5.4 promptly inform the Bidder of any material communication with Regulatory Authorities relating to the Acquisition and provide the Bidder with a copy of such communication(s);

3.5.5 not make any outreach or otherwise communicate with any Regulatory Authority in relation to the Acquisition without Bidder's prior consent (such consent not to be unreasonably withheld, conditioned or delayed);

3.5.6 in respect of any material submissions, filings, notifications or material communications to any Regulatory Authority in response to any request or demand directed solely at any member of the Target Group from any Regulatory Authority in connection with the Acquisition, and to the extent permitted by Law: (i) provide a final form draft of such submission, filing or notification to Bidder, (ii) allow Bidder reasonable opportunity to provide comments on this, and (iii) consult with Bidder and consider in good faith comments provided by Bidder in a timely fashion before responding to the Regulatory Authority;

3.5.7 permit Bidder and its Advisers to attend all meetings and material and substantive calls with any Regulatory Authority and notify Bidder of any such meetings and material and substantive calls sufficiently in advance;

3.5.8 promptly inform Bidder (and/or its legal advisers) of matters which may reasonably be considered material to the obtaining of the Clearances or satisfaction of any of the Regulatory Conditions.

3.6 For the avoidance of doubt, the obligations of Target in Clause 3.5 shall apply to any Regulatory Authority's request for additional information and documentary material pursuant to 15 U.S.C. § 18a(e) (commonly known as a "second request") or any civil investigative demand, subpoena, or other formal or informal inquiry by any Regulatory Authority in connection with the transactions contemplated by this Agreement.

3.7 If a provision of this Agreement obliges Bidder or Target (the "**Disclosing Party**") to disclose any information to the other:

3.7.1 that is personally identifiable information of a director, officer or employee of the Disclosing Party or its Affiliates, unless that information can be reasonably anonymised (in which case the Disclosing Party shall provide the relevant information on an anonymised basis);

3.7.2 which the Disclosing Party or its Affiliates reasonably considers to be commercially or competitively sensitive; or

3.7.3 which the Disclosing Party is prohibited from disclosing by Law or the terms of an existing contract,

the Disclosing Party shall, to the extent permitted by Law (and, if relevant, the Code), disclose the relevant information:

3.7.4 by making such redactions as are necessary to anonymise or obscure the relevant information described in Clauses 3.7.1 to 3.7.3;

3.7.5 to the other Party's Advisers in unredacted form on an "external counsel only" basis; or

3.7.6 to the extent that disclosure to the other Party's Advisers on an "external counsel only" basis would reasonably be expected to have a material adverse effect on the Disclosing Party's legitimate business interest, directly to the relevant Regulatory Authority (and in such circumstances, the Disclosing Party shall provide, or procure the provision of, a non-confidential version of such information to the other Party),

provided always that nothing in this Agreement shall oblige the Disclosing Party to disclose any information where such disclosure would result in the loss of privilege that subsists in relation to such information (including legal professional privilege).

3.8 Except with the prior written consent of Target, Bidder shall not:

3.8.1 take, or omit to take, or permit or cause to be taken or omitted to be taken (or direct any person to do the same), any action; or

3.8.2 enter into any new acquisition, transaction, agreement or other arrangement,

in either case, which would, or would be reasonably likely to, preclude or materially impede or materially delay the receipt of the Clearances or satisfaction of the Regulatory Conditions or the completion of the Acquisition.

4. **SCHEME DOCUMENT AND CONDUCT OF THE ACQUISITION**

4.1 For so long as the Acquisition is being implemented by way of the Scheme, Bidder undertakes to:

4.1.1 as soon as reasonably practicable, provide to Target (and/or its legal advisers) all such information about itself, the Bidder Directors and any person acting in concert with Bidder as may be reasonably requested and which in each case is required for the purpose of inclusion in the Scheme Document (including any information required under Law or the Code regarding the intentions of Bidder);

4.1.2 as soon as reasonably practicable, provide all other assistance and access which may be reasonably required for the preparation of the Scheme Document (and any other document required by Law or under the Code to be published in connection with the Scheme), including procuring reasonable access to, and procuring that reasonable assistance is provided by, its Advisers; and

4.1.3 procure that each Bidder Responsible Person accepts responsibility, in the terms required in the Code, for all of the information in the Scheme Document (and any other document required by Law or under the Code to be published in connection with the Scheme) relating to:

(A) themselves (and their close relatives (as defined in the Code), connected persons or related trusts) or any person acting in concert with Bidder;

(B) the financing of the Acquisition;

(C) information on Bidder's intentions and future plans for the Target Group and its business, places of business, management, employees and pension schemes;

(D) any statements of the opinion, belief or expectation of Bidder or the Bidder Directors in relation to the Acquisition or the Target Group following the Effective Date; and

(E) any other information in the Scheme Document for which a bidder is required to accept responsibility under the Code.

4.2 Bidder agrees that if any supplemental circular or document is required by Law to be published by Target in connection with the Scheme or, subject to the prior written consent of Bidder, any variation or amendment to the Scheme, its obligations in Clause 4.1 shall apply to such supplemental circular or document *mutatis mutandis*.

4.3 Bidder shall inform Target as soon as reasonably practicable when any Regulatory Condition is satisfied or waived and shall share with Target the draft announcement (if any) in respect of any such satisfaction or waiver.

4.4 If Bidder is, or becomes aware of any fact, matter or circumstance which it reasonably considers would: (i) significantly change the timetable for the Acquisition, or (ii) entitle Bidder to invoke (with the consent of the Panel) any of the Conditions, or treat any of the Conditions as unsatisfied or incapable of satisfaction (applying in each case the test set out in Rule 13.5 of the Code where this applies), Bidder shall, subject to Clause 3.6 and any restriction under Law, provide Target with reasonable details (so far as it is aware of the same) as soon as reasonably practicable after becoming so aware.

4.5 Bidder agrees that if it intends to seek the permission of the Panel to invoke a Condition, it shall, subject to Clause 3.6 and any restriction under Law, notify Target of such intention as soon as is reasonably practicable, and provide Target with reasonable details of the ground(s) on which it intends to invoke the relevant Condition.

5. IMPLEMENTATION OF THE SCHEME

5.1 The Parties intend that the Scheme Document shall be published and dispatched as soon as reasonably practicable and in any event within 28 days following the Announcement (or such later date as the Parties may jointly agree, and (if required) with the consent of the Panel).

5.2 Where the Acquisition is being implemented by way of the Scheme, and provided that the specific date set for the Court Sanction Hearing has been agreed to by Bidder in writing (such consent not to be unreasonably withheld, conditioned or delayed), Bidder undertakes that, by no later than 11:59 p.m. on the date immediately preceding the Court Sanction Hearing, it shall deliver a notice in writing to Target confirming either:

5.2.1 the satisfaction or waiver of all Conditions (other than the Scheme Conditions and the Condition set out in paragraph 1 of Part A of Appendix 1 to the Announcement); or

5.2.2 its intention to invoke one or more Conditions (if permitted by the Panel) and providing reasonable details of the event which has occurred (or failed to occur), or circumstances which have arisen, which Bidder reasonably considers entitles it to invoke such Condition(s) (and, in the case of any Condition to which Rule 13.5(a) of the Code applies, setting out why Bidder considers such event or circumstances to be sufficiently material for the Panel to permit it to invoke such Condition).

5.3 Bidder acknowledges and agrees that in taking responsibility for the Scheme Document for the purposes of Clause 4.1.3 of this Agreement, the publication of the Scheme Document shall constitute consent in writing for the purposes of Clause 5.2 for the specific date set out in the Scheme Document for the Court Sanction Hearing.

5.4 If the Acquisition is being implemented by way of the Scheme, subject to Bidder having confirmed the satisfaction or waiver of all Conditions (other than the Scheme Conditions and the Condition set out in paragraph 1 of Part A of Appendix 1 to the Announcement) in accordance with Clause 5.2.1, Bidder shall instruct counsel to appear on its behalf (or instruct Target's counsel to appear on its behalf) at the Court Sanction Hearing and undertake to the Court on its behalf to be bound by the terms of the Scheme in so far as it relates to Bidder for the purposes of paragraph 3(g)(ii) of Appendix 7 to the Code. Bidder shall provide such documentation or information as may reasonably be required by Target's counsel or the Court in relation to such undertaking.

6. SWITCHING TO AN OFFER

6.1 The Parties intend that the Acquisition will be implemented by way of the Scheme. However, Bidder shall be entitled, with the consent of the Panel, to implement the Acquisition by way of the Offer rather than the Scheme (such election being a "**Switch**") only if:

6.1.1 Target provides its prior written consent to such Switch; or

6.1.2 a third party announces a firm intention to make an offer (whether or not subject to the satisfaction or waiver of any pre-conditions) for all or part of the issued and to be issued ordinary share capital of Target (a "**Competing Offer**"); or

6.1.3 a Target Board Recommendation Change occurs; or

6.1.4 without prejudice to Clauses 6.1.2 and 6.1.3, any of the circumstances set out in Note 2 on Section 8 of Appendix 7 of the Code applies with respect to the Acquisition.

6.2 In the event of any Switch pursuant to Clause 6.1.2, and for so long as the Target Board Recommendation applies in respect of such Offer, the Bidder shall set the Acceptance Condition at: (i) not less than 75 per cent. of the Target Shares, or (ii) such lesser percentage as may be determined by Bidder, after (to the extent reasonably practicable) consultation with Target, being not less than the acceptance condition set in respect of the Competing Offer.

6.3 In the event of any Agreed Switch, and for so long as such Offer constitutes an Agreed Switch, unless otherwise agreed with Target or required by the Panel:

6.3.1 Bidder will:

(A) consult in good faith with Target in a timely manner as to the form and content of any announcements relating to the Agreed Switch and its implementation and any proposed changes to the timetable in relation to the implementation of the Agreed Switch;

(B) prepare, as soon as reasonably practicable, the Offer Document and Form of Acceptance;

(C) consult in good faith with Target as to the timing of publication, form and content of the Offer Document and Form of Acceptance;

(D) allow Target a reasonable opportunity to consider (i) the contents of the Offer Document and (ii) the Form of Acceptance, in each case before such documents are finalised or published, and take into account in good faith comments reasonably made by Target on the contents of such documents; and

(E) seek Target's approval of any information on and references to Target, the Target Group, or for which Target or any of Target Directors are taking responsibility, contained in the Offer Document before it is published, and provide Target a reasonable opportunity to consider such document in order to give its approval of such information (it being acknowledged that, notwithstanding Clause 6.3.1(D), all other information in the Offer Document shall not be subject to Target's approval);

6.3.2 the Acceptance Condition shall be set at 75 per cent. of the Target Shares to which the Offer relates (or such lesser percentage as may be agreed in writing between Bidder and Target after, to the extent necessary, consultation with the Panel, being in any case more than 50 per cent. of the Target Shares to which the Offer relates);

6.3.3 if at any time following the publication of the Offer Document, it becomes reasonably expected (as determined by Bidder acting reasonably and in good faith) that any outstanding Regulatory Condition is not likely to be satisfied or waived (if capable of waiver) prior to the last date permitted under Rule 31.1 of the Code, Bidder shall consult with the Panel as to whether the offer timetable should be suspended in accordance with Rule 31.4(a) of the Code (or, if applicable, a further suspension or extension) to no later than the Long Stop Date;

6.3.4 Bidder shall not, without the prior written consent of Target, make any acceleration statement (as defined in the Code) unless: (i) the acceleration statement contains no right for Bidder to set the statement aside (except with Target consent and/or in the circumstances envisaged by Notes 2 or 3 to Rule 31.5 of the Code); and (ii) Bidder undertakes to Target not to take any action or step otherwise to set the acceleration statement aside;

6.3.5 Bidder shall not take any action pursuant to Rule 31.6 of the Code which could cause the Offer not to proceed, to lapse or to be withdrawn, in each case for non-fulfilment of the Acceptance Condition, prior to Day 60, and Bidder shall ensure that the Offer remains open for acceptances until such time;

6.3.6 Bidder shall ensure that, subject to the terms of this Agreement, the Offer is made on the same terms as those set out in the Announcement (or on improved terms for the Target Shareholders) and the only conditions of the Offer shall be the Conditions (subject to replacing the Scheme Conditions with an Acceptance Condition which complies with the requirements of the Code and Clause 6.3.2 and any other changes which are necessary as a result of the Switch from the Scheme to an Offer), subject to such modifications or amendments as Bidder and Target agree in writing or as may be required by the Panel or necessary as a result of the switch from the Scheme to the Offer; and

6.3.7 Bidder shall keep Target informed, on a confidential basis and as soon as reasonably practicable following receipt of a written request from Target, of the number of Target Shareholders that have validly returned their acceptance or withdrawal forms or incorrectly or invalidly completed their acceptance or withdrawal forms, the identity of such shareholders and the number of Target Shares to which such forms relate.

6.4 In the event of any Agreed Switch, the Parties agree that all provisions of this Agreement relating to the Scheme, the Scheme Document and its implementation shall apply, to the extent applicable, to the Offer, the Offer Document and its implementation *mutatis mutandis*, save as set out in this Clause 6.

6.5 The provisions of this Agreement shall apply in the same way to any revised, amended, varied or modified Scheme (or any revised, amended, varied, extended or renewed Offer as the case may be).

6.6 Bidder hereby confirms that it is not, at the date of this Agreement, and undertakes that (for so long as the Agreement is in force and none of the circumstances set out in Clauses 6.1.2 or 6.1.4 are applicable) it shall not become, following the date of this Agreement, required to make a mandatory offer for Target under Rule 9 of the Code.

7. OTHER ANNOUNCEMENTS AND COMMUNICATIONS

7.1 To the extent permitted by Law and the requirements of the Panel or any other relevant Regulatory Authority, Bidder agrees that:

7.1.1 Bidder will allow Target a reasonable opportunity to consider: (i) any announcement to be released by Bidder via a RIS, or (ii) any other communication to be sent by Bidder to Target Group shareholders or option holders in connection with the Acquisition, and Bidder shall in each case consider in good faith comments received from Target on any such announcement or communication in a timely fashion; and

7.1.2 Bidder will not send any communication to Target Group employees or pension scheme trustees in connection with the Acquisition without the prior written consent of Target (such consent not to be unreasonably withheld, conditioned or delayed).

7.2 The Parties agree that: (i) the requirements set out in Clause 7.1.1 shall cease to apply in relation to any announcement to be made or communication to be sent by Bidder to Target Group shareholders and/or option holders where any of the circumstances set out in Clauses 6.1.3 to 6.1.4 apply, and (ii) Clause 7.1.2 shall not restrict communications with any Target Group employees with whom contact would otherwise be permitted pursuant to clause 4.1 of the Confidentiality Agreement.

8. REMUNERATION PROPOSALS

8.1 Bidder and Target agree that the provisions of Schedule 2 (*Remuneration Proposals*) with respect to certain employee-related matters shall be implemented in accordance with that Schedule.

9. DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

9.1 To the extent such obligations are permitted by Law, for six years after the Effective Date, Bidder shall procure that the members of the Target Group fulfil their respective obligations (if any) existing as at the date of this Agreement to indemnify their respective directors and officers and to advance reasonable expenses, and to provide all reasonable assistance to the current directors and officers of each member of the Target Group to the extent they need to make a claim against the existing Target directors' and officers' insurance policy (including any associated run-off cover), in each case with respect to matters existing or occurring at or prior to the Effective Date.

9.2 Bidder acknowledges and agrees that Target may at any time prior to the Effective Date purchase directors' and officers' liability insurance cover for both current and former directors and officers of the Target Group, including directors and officers who retire or whose employment is terminated (directly or indirectly) as a result of the Acquisition, for acts or omissions up to and including the Effective Date, in the form of run-off cover for a period of six years following the Effective Date. Such insurance cover shall be with reputable insurers and provide cover, in terms of amount and breadth, substantially equivalent to that provided under Target's directors' and officers' liability insurance as at the date of this Agreement (as disclosed to Bidder prior to the date of this Agreement).

10. TERMINATION

10.1 Subject to Clauses 10.2 and 10.3, this Agreement shall terminate with immediate effect and all rights and obligations of the Parties under the Agreement shall cease forthwith, if one or more of the following occurs:

10.1.1 if such termination is agreed in writing between the Parties;

10.1.2 if the Announcement is not released at or before the time and date specified in Clause 2.1 (unless prior to that time the Bidder and Target have agreed another time and date in accordance with that Clause);

10.1.3 upon service of written notice by Bidder to Target if:

(A) a Target Board Recommendation Change occurs; or

(B) a Competing Proposal completes, becomes effective or is declared or becomes unconditional;

10.1.4 upon service of written notice by Target to Bidder on the expiry of 10 Business Days following an announcement by Target (or Target otherwise informing Bidder or Veritas Capital in writing) that the Target Directors have withdrawn the Target Board Recommendation without Bidder's prior written consent, unless, prior to the expiry of such period, Target has notified Bidder in writing that it reconfirms the Target Board Recommendation;

10.1.5 upon the Effective Date;

10.1.6 upon service of written notice by Bidder to Target if the Acquisition is being implemented by way of the Scheme and:

(A) the Scheme Document is not posted by the date falling 28 days following the date of the Announcement (other than in circumstances where such delay is caused by a breach of Clause 4.1 or the Parties have, with the consent of the Panel, agreed a later date for dispatch of the Scheme Document); or

(B) the Court Meeting and/or the Target General Meeting is not held on or before the 22nd day after the expected date of such meetings to be set out in the Scheme Document, or such later date(s) as: (i) the Parties may agree, or (ii) (in a competitive situation) as may be specified by Bidder with the consent of the Panel; or

(C) the Court Sanction Hearing is not held on or before the 22nd day after the expected date of such hearing to be set out in the Scheme Document, or such later date(s) as: (i) the Parties may agree, or (ii) (in a competitive situation) as may be specified by Bidder with the consent of the Panel;

10.1.7 upon service of written notice by either Party to the other Party, in each case if the Acquisition is being implemented by way of Scheme and:

(A) the Scheme is not approved by the requisite majority of the Target Shareholders at the Court Meeting;

(B) the Target Resolutions are not passed by the requisite majority of the Target Shareholders at the Target General Meeting;

(C) the Court refuses to sanction the Scheme or grant the Scheme Order at the Court Sanction Hearing; or

(D) the Effective Date has not occurred on or before the Long Stop Date (unless otherwise agreed by Bidder and Target in writing or required by the Panel);

10.1.8 upon service of written notice by Bidder to Target stating that:

(A) any Condition which has not been waived is (or has become) considered by Bidder in good faith as incapable of satisfaction with sufficient time to enable the Effective Date to occur by the Long Stop Date and, notwithstanding that it has the right to waive such Condition, Bidder will not do so; or

(B) any Condition which is incapable of waiver has become incapable of satisfaction with sufficient time to enable the Effective Date to occur by the Long Stop Date,

in each case in circumstances where the invocation of the relevant Condition (or confirmation that the Condition is incapable of satisfaction, as appropriate) is permitted by the Panel; or

10.1.9 if the Acquisition (whether implemented by way of the Scheme or Offer, as the case may be) is withdrawn, lapses or terminates on or prior to the Long Stop Date, other than where such withdrawal, lapse or termination:

(A) is as a result of the exercise of Bidder's right to effect a Switch; or

(B) is to be followed, within five Business Days (or such other date as Bidder and Target may agree in writing), by an announcement under Rule 2.7 of the Code made by Bidder or any person acting in concert with Bidder to implement the Acquisition by a different offer or scheme provided that, unless otherwise agreed in writing between Bidder and Target, the cash price per Target Share is no less than stated in the Announcement.

10.2 Termination of this Agreement shall be without prejudice to the rights of any of the Parties which have arisen at or before termination.

10.3 Clause 1 (*Definitions and Interpretation*), the whole of this Clause 10, Clauses 11 (*Warranties and Undertakings*) to 15.8 (*Costs*) (inclusive) and Clause 16 (*Governing Law and Dispute Resolution*) and, in circumstances where this Agreement is terminated on or after the Effective Date, Clause 8 (*Remuneration Proposals*), Clause 9 (*Directors' and Officers' Insurance*), Schedule 1 (*Definitions and Interpretation*) and Schedule 2 (*Remuneration Proposals*), shall survive termination of this Agreement.

11. WARRANTIES AND UNDERTAKINGS

11.1 Bidder warrants to Target, and Target warrants to Bidder, on the date of this Agreement that:

11.1.1 it has the requisite power and authority to enter into and perform its obligations under this Agreement;

11.1.2 this Agreement constitutes its binding obligations in accordance with its terms; and

11.1.3 the execution and delivery of, and performance of its obligations under, this Agreement will not:

(A) result in a breach of any provision of its constitutional documents;

(B) result in a breach of, or constitute a default under, any instrument to which it is a party or by which it is bound; or

(C) result in a breach of any order, judgment or decree or any court or governmental agency to which it is a party or by which it is bound.

11.2 Bidder confirms to Target that, as at the date of this Agreement, having made reasonable enquiries, it is not aware of any matter or circumstance which would reasonably be expected to result in any of the Regulatory Conditions not being satisfied.

11.3 No Party shall have any claim against another Party for breach of warranty after the Effective Date (without prejudice to any liability for fraud, fraudulent misrepresentation or fraudulent misstatement).

11.4 Each Party acknowledges and agrees that any information and/or assistance provided by any of the other's Personnel (acting in their capacity as such) to it and/or any other person acting in concert with it, and any of its Personnel or Advisers (each a "**Recipient**"), whether before, on or after the date of this Agreement: (i) pursuant to the obligations of the relevant Party or any member of their respective group under or otherwise in connection with this Agreement; or (ii) in connection with the Acquisition, shall in each case be (and have been) given on the basis that the relevant Personnel shall not incur any liability, whether in contract, tort (including negligence) or otherwise, in respect of any loss or damage that any of the Recipients may suffer as a result of the provision of any such information and/or assistance, save, in each case for loss or damage resulting from the fraud, fraudulent misrepresentation or misstatement of the relevant Personnel.

12. THE CODE

12.1 Nothing in this Agreement shall limit the Parties' obligations (or the obligations of their respective Personnel) under the Code, and any uncontested rulings of the Panel as to the application of the Code in conflict with the terms of this Agreement shall take precedence over such terms of this Agreement.

12.2 The Parties agree that, if the Panel determines that any provision of this Agreement that requires Target to take or not to take action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.

12.3 Nothing in this Agreement shall oblige Target or the Target Directors to recommend an Offer or a Scheme proposed by Bidder or any of its Affiliates.

13. NOTICES

13.1 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 and must be given by one of the following methods:

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

13.1.2 by pre-paid registered post (or airmail if posted from a place outside the United Kingdom) to the address of the addressee; or

13.1.3 by email to the email address of the addressee,

being the address specified in Clause 13.2 in relation to the Party to whom the notice is addressed, and marked for the attention of the person so specified, or to such other address in the United Kingdom or, in the case of the copies, the email address, or marked for the attention of such other person, as the relevant Party may from time to time specify by notice given to the other Parties in accordance with this Clause.

13.2 The relevant address and specified details for each of the Parties at the date of this Agreement is as follows:

Bidder

Address: Ground Floor, 123 Pall Mall, London, United Kingdom, SW1Y 5EA

For the attention of: [redacted]

Email: [redacted]

with a copy to (but such copy shall not constitute notice):

Address: [redacted]

Email: [redacted]

marked for the attention of [redacted].

Target

Address: Springwood Court Springwood Close, Tytherington Business Park, Macclesfield, Cheshire, SK10 2XF, United Kingdom

For the attention of: [redacted]

Email: [redacted]

with a copy to (but such copy shall not constitute notice):

Address: [redacted]

Email: [redacted]

marked for the attention of [redacted].

13.3 Each Party shall notify the other Parties in writing of any change to its details in Clause 13.2 from time to time by not less than seven days' written notice to the other Party.

13.4 Unless it is proved that it was received earlier and subject to Clause 13.5, a notice is deemed to be received:

13.4.1 in the case of a notice given by hand (including by courier or process server), at the time when the notice is left at the relevant address;

13.4.2 in the case of a notice given by email, when sent, provided that the sender does not receive after sending the email a delivery failure or delay notification in respect of the email address (or, if more than one email address is specified for that Party, in respect of all of the email addresses); and

13.4.3 in the case of a notice given by posted letter, on the third day after posting or, if posted to or from a place outside the United Kingdom, the seventh day after posting.

13.5 A notice received or deemed to be received in accordance with Clause 13.4 on a day which is not a Business Day, or after 5:00 p.m. on any Business Day, shall be deemed to be received at 9:00 a.m. on the following Business Day.

14. ENTIRE AGREEMENT

14.1 The provisions of this Agreement shall be supplemental to and shall not prejudice the terms of the Confidentiality Agreement which shall remain in full force and effect notwithstanding the execution of this Agreement.

14.2 This Agreement, together with the Confidentiality Agreement, represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto and, without prejudice to the generality of the foregoing, to the extent permitted by Law excludes any warranty, condition or other undertaking implied at law or by custom.

14.3 Except in the case of fraud, fraudulent misrepresentation or fraudulent misstatement:

14.3.1 each Party confirms that, except as provided in this Agreement and the Confidentiality Agreement, no Party has relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not contained in this Agreement or the Confidentiality Agreement; and

14.3.2 no Party shall be under any liability or shall have any remedy in respect of any misrepresentation or untrue statement unless and to the extent that a claim lies under this Agreement or the Confidentiality Agreement.

14.4 Each Party agrees that its only right of action in relation to any innocent or negligent representation, warranty, assurance, covenant, indemnity, undertaking or commitment set out in this Agreement or the Confidentiality Agreement or given in connection with this Agreement or the Confidentiality Agreement shall be for breach of contract. All other rights and remedies in relation to any such innocent or negligent representation, warranty, assurance, covenant, indemnity, undertaking or commitment (including those in tort or arising under statute) are excluded.

15. MISCELLANEOUS

15.1 Assignment

No Party may assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, hold on trust or otherwise dispose of (in any manner whatsoever) the benefit of this Agreement or subcontract or delegate in any manner whatsoever its performance under this Agreement and any such purported dealing in contravention of this Clause 15.1 shall be ineffective.

15.2 Legal relationship

Nothing in this Agreement or in any document referred to in it or any action taken by the Parties under it or any document referred to in it shall constitute any of the Parties a partner or agent of any other.

15.3 Third party rights

15.3.1 Each of:

(A) the current and/or former directors and officers of the members of the Target Group to which Clause 9 applies; and

(B) the Personnel to which Clause 11.4 applies,

(each such person being a "**Relevant Third Party**") may under the Contracts (Rights of Third Parties) Act 1999 enforce the terms of Clause 9 and/or 11.4 (as applicable). This right is subject to: (i) the rights of the Parties to rescind or vary this Agreement without the consent of any other person (save that any amendment, waiver or variation of Clause 9 and/or 11.4 shall require the consent of the affected Relevant Third Party); and (ii) the other terms and conditions of this Agreement.

15.3.2 Save for as set out in Clause 15.3.1 above, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Agreement.

15.4 Variation and waiver

15.4.1 The provisions of this Agreement shall apply in the same way to any revised, amended, varied or modified Scheme (or any revised, amended, varied, extended or renewed Offer following an Agreed Switch as the case may be).

15.4.2 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.

15.4.3 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.

15.4.4 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.

15.4.5 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.

15.4.6 Without prejudice to any other rights and remedies which any Party may have, each Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by another Party of the provisions of this Agreement and the other Parties may be entitled to seek the remedies of injunction or specific performance and other equitable remedies, for any threatened or actual breach of any such provision of this Agreement by any other Party, and no proof of special damages shall be necessary for the enforcement by any Party of the rights under this Agreement.

15.5 **Counterparts**

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts together constitute one instrument. For the avoidance of doubt, this Agreement shall not be effective until each Party has executed at least one counterpart.

15.6 **Time of the essence**

Time shall be of the essence of this Agreement in respect of any dates, times and periods mentioned throughout this Agreement and in respect of any dates and periods which may be substituted for them in accordance with this Agreement or by agreement in writing by the Parties.

15.7 **Severance**

Without prejudice to Clause 12.2:

15.7.1 if any provision or part of any provision of this Agreement is or becomes invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement; and

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

15.8 **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.

15.9 **Further assurance**

Each Party shall, at its own cost, use all reasonable endeavours to, or use reasonable endeavours to procure that any necessary third party (excluding the other Party or its Affiliates) shall, do and/or execute and/or perform all such further deeds, documents, assurances, acts and things as may reasonably be required to give effect to this Agreement.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual obligations, disputes or claims) shall be governed by, and construed in accordance with, English law.

16.2 Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Agreement or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims, claims for set-off and counterclaims).

16.3 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 the courts of England do not have jurisdiction.

This Agreement has been executed by the parties on the date first shown above.

[redacted]

SIGNED by Joseph Paul Longosz II
for and on behalf of
VULCAN ALPHA BIDCO LIMITED

(Signature of authorised person)

Docusign Envelope ID: 851030A0-AF87-8138-81AA-D64C8081FA93

[redacted]

SIGNED by James Fairbairn
for and on behalf of
BODYCOTE PLC

(Signature of authorised person)

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In this Agreement (including the Recitals and the Schedules other than Schedule 3), each of the following words and expressions has the following meanings unless expressly stated otherwise:

"Acceptance Condition"	means, if applicable, the acceptance condition to the Offer, as specified in Clause 6.3.2;
"Acquisition"	means the acquisition of the entire issued and to be issued share capital of Target by Bidder (other than the Excluded Shares), to be effected by way of: (i) the Scheme; or (ii) the Offer (as the case may be), on the terms and subject to the conditions set out in the Announcement;
"Advisers"	means, in relation to each Party, that Party's current professional, financial, legal, accounting and remuneration advisers and such other advisers as are agreed between Bidder and Target from time to time;
"Affiliate"	has the meaning given in the Confidentiality Agreement;
"Agreed Switch"	means a Switch in circumstances where the Acquisition is implemented by way of an Offer with Target's prior written consent, for so long as none of the circumstances set out in Clauses 6.1.2 to 6.1.4 apply;
"Agreement"	means this co-operation agreement;
"Announcement"	means the announcement of Bidder's firm intention to make an offer for Target for the purposes of Rule 2.7 of the Code in the agreed form set out in Schedule 3;
"Bidder Directors"	means members of the board of directors of Bidder from time to time;
"Bidder Responsible Person"	means: (i) the Bidder Directors, and (ii) the other individuals (if any) whom it is agreed with the Panel will accept responsibility with the Bidder Directors for the information in the Scheme Document and any supplementary circular (or, as the case may be, the Offer Document) for which a bidder is required to take responsibility under the Code;
"BIP"	means the Bodycote Incentive Plan 2016, as amended from time to time;
"BSMIP"	means the Bodycote Senior Management Incentive Plan 2016, as amended from time to time;
"Business Day"	means a day, not being a public holiday, Saturday or Sunday, on which banks in London are open for normal business;
"Clearance(s)"	means any approvals, consents, clearances, permissions, waivers, comfort letters, confirmations and/or filings that are necessary in order to satisfy one or more of the Regulatory Conditions and all waiting periods that may need to have

expired, or otherwise considered desirable by Bidder, from or under the laws, regulations or practices applied by any relevant Regulatory Authority in connection with the implementation of the Acquisition; and any reference to Regulatory Conditions having been "satisfied" shall be construed as meaning that the foregoing have been obtained or, where appropriate, made or expired in accordance with the relevant Regulatory Condition;

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

"Companies Act" means the UK Companies Act 2006, as amended from time to time;

"Competing Offer" has the meaning given in Clause 6.1.2;

"Competing Proposal" means:

(a) an offer (including a partial, exchange or tender offer), merger, acquisition, dual-listed structure, scheme of arrangement, reverse takeover, Rule 9 waiver proposal and/or business combination (or the announcement of a firm intention to do the same) to acquire, directly or indirectly, 30 per cent. or more of the issued ordinary share capital of Target (when aggregated with the shares already held by the acquirer and any person acting or presumed or deemed to be acting in concert with the acquirer) or any arrangement or series of arrangements which results in any party acquiring, consolidating or increasing control (as defined in the Code) of Target;

(b) the acquisition or disposal, directly or indirectly, of all or a significant proportion (being 30 per cent. or more) of the business, assets and/or undertakings of the Target Group, calculated by reference to any of its revenue, profits or value taken as a whole (or announcement of entry into a binding agreement relating to the same);

(c) a demerger, or any material re-organisation and/or liquidation, involving all or a significant portion (being 30 per cent or more) of the Target Group calculated by reference to any of its revenue, profits or value taken as a whole,

in each case which is not effected by or on behalf of Bidder or an entity ultimately controlled by Bidder or Bidder's Affiliates (or a person acting in concert with Bidder) and, in each case, whether implemented in a single transaction or a series of transactions and whether conditional or otherwise;

"Conditions" means (i) for so long as the Acquisition is being implemented by means of the Scheme, the conditions to the implementation of the Scheme as set out in Appendix 1 to the Announcement; and (ii) for so long as the Acquisition is being implemented by means of an Offer, the conditions referred to in (i) above, as amended by replacing the Scheme Conditions with the Acceptance Condition, in each case as may be amended by

Bidder with the consent of the Panel, where required, and for so long as an Offer continues to constitute an Agreed Switch, the consent of Target, and "**Condition**" shall be construed accordingly;

"Confidentiality Agreement" means the confidentiality agreement dated 2 June 2026 between Vulcan Capital and Target entered into in connection with the Acquisition;

"Court" means the High Court of Justice in England and Wales;

"Court Meeting" means the meeting of the holders of Target Shares which are in issue as at the Voting Record Time, or of any class or classes thereof, to be convened pursuant to section 896 of the Companies Act for the purpose of considering, and if thought fit, approving (with or without modification), the Scheme (including any adjournment, postponement or reconvention thereof);

"Court Sanction Hearing" means the Court hearing to sanction the Scheme under section 899 of the Companies Act, including any adjournment thereof;

"Day 60" has the meaning given in the Code;

"DBP" means the Bodycote Deferred Bonus Plan 2016, as amended from time to time;

"Disclosing Party" has the meaning given in Clause 3.6;

"EBT" / "Trust" means the Target employee benefit trust;

"Effective Date" means the date upon which either:

(i) the Scheme becomes effective in accordance with its terms; or

(ii) if Bidder elects to implement the Acquisition by means of an Offer in accordance with the terms of this Agreement and the requirements of the Code, the Offer becomes or is declared unconditional;

"Excluded Shares" has the meaning given to that term in the Announcement;

"FDI Filings" means the notifications to Regulatory Authorities under the applicable laws, regulations, decrees or official guidance regulating the screening, notification, review, or approval of foreign direct investments in the relevant jurisdictions as set out in the Regulatory Conditions;

"Form of Acceptance" means the form(s) of acceptance to be used by the Target Shareholders in relation to any Offer;

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (as amended) and the regulations made thereunder;

"ITAR" means the US International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130;

"Law" means any applicable statutes, common law, rules (including the Code), ordinances, regulations, codes, orders, judgments, injunctions, writs, decrees, directives, governmental guidelines or interpretations having the force of law or bylaws, in each case, of a Regulatory Authority;

"Long Stop Date"	has the meaning given to that term in the Announcement;
"LTIP"	means the Bodycote Long Term Incentive Plan, as amended from time to time;
"Offer"	means, in the event of a Switch, a takeover offer within the meaning of section 974 of the Companies Act to implement the Acquisition, including any subsequent revision, amendment, variation, extension or renewal thereof;
"**Offer Document**"	means an offer document sent by Bidder to (among others) Target Shareholders setting out (among other things) the full terms and conditions of the Offer, including (as the context requires) any revised or supplementary offer document;
"Panel"	means the Panel on Takeovers and Mergers in the UK;
"Personnel"	means in relation to any Party, its board of directors, officers and employees;
"Recipient"	has the meaning given in Clause 11.4;
"Regulatory Authority"	means any central bank, ministry, court, governmental, quasi-governmental (including the European Union), supranational, statutory, regulatory, supervisory or investigative body or authority (including any national or supranational anti-trust, competition or merger control authority, any sectoral ministry or regulator and any foreign investment review body), national, state, municipal or local government (including any subdivision, court, tribunal, administrative agency or commission or other authority thereof), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, trade agency, association, institution or professional or environmental body in any jurisdiction, in each case in any jurisdiction, including the Panel;
"Regulatory Conditions"	means the Conditions set out in paragraphs 3(a) to 3(m) inclusive in Part A of Appendix 1 to the Announcement;
"Remedies"	means any conditions, obligations, measures, commitments, modifications, undertakings, remedies (including disposals and any pre-divestiture reorganisations) or assurance (financial, behavioural or otherwise) offered or required in connection with the obtaining of any Clearances, and "**Remedy**" shall be construed accordingly;
"RIS"	means a primary information provider which has been approved by the Financial Conduct Authority (or its successor from time to time) to disseminate regulated information;
"RSP"	means the Bodycote 2021 Restricted Share Plan, as amended from time to time;

"Scheme" means the scheme of arrangement pursuant to Part 26 of the Companies Act by means of which Bidder and Target intend to implement the Acquisition including any subsequent revision, modification or amendment either agreed upon between Bidder and Target, or approved or imposed by the Court and agreed to on behalf of Bidder and Target;

"Scheme Shareholders" has the meaning given to it in the Announcement;

"Scheme Conditions" means the conditions set out in paragraph 2 of Part A of Appendix 1 to the Announcement;

"Scheme Document" means the circular relating to the Scheme to be dispatched to Target Shareholders setting out, among other things, the full terms and conditions to the implementation of the Scheme as well as the Scheme itself and containing the notices convening the Court Meeting and the Target General Meeting (including as the context requires any revised or supplementary scheme document);

"Scheme Order" means the order of the Court sanctioning the Scheme pursuant to section 899 of the Companies Act;

"Switch" has the meaning given in Clause 6.1;

"Target Board Recommendation" means the unanimous, unqualified and unconditional recommendation of the Target Directors to the Target Shareholders in respect of the Acquisition: (i) to vote in favour of the Scheme at the Court Meeting and in favour of the Target Resolutions at the Target General Meeting, or (ii) if Bidder elects to implement the Acquisition by means of an Offer in accordance with the terms of this Agreement and the requirements of the Code, to accept the Offer, including for such purposes the statement in the Announcement that the Target Directors intend to make such recommendation;

"Target Board Recommendation Change" means:

(a) any failure to include the Target Board Recommendation in the Scheme Document (and (if different) the document convening the Court Meeting and/or the Target General Meeting), or where a Switch has occurred, the Target Directors not consenting to the Target Board Recommendation being included in the Offer Document;

(b) any announcement by Target (or Target otherwise informing Bidder or Veritas Capital in writing): (i) (other than where an Agreed Switch has occurred) that it will not convene the Court Meeting and/or Target General Meeting; (ii) that the Target Directors no longer intend to make the Target Board Recommendation or intend to adversely modify or qualify such recommendation; or (iii) (other than where an Agreed Switch has occurred) that it does not intend to publish the Scheme Document or (if different) the document convening the Court Meeting or the Target General Meeting;

(c) the Target Directors withdraw or adversely modify or adversely qualify the Target Board Recommendation without Bidder's prior written consent (or Target makes a public announcement or informs Bidder or Veritas Capital in writing that they intend to do so), provided that (i) the issuance of any holding statement(s) by Target following a change in circumstances and (ii) any announcement(s) by Target that the Target Directors are considering a possible offer for Target by a third party, shall not constitute a Target Board Recommendation Change unless (a) Target fails to announce, before 5.30 pm on the seventh day after the relevant statement or announcement, its reconfirmation of the Target Board Recommendation, or (b) such announcement or holding statement does not contain an express statement that the Target Board Recommendation is not withdrawn, qualified or modified (or words or phrases of a similar meaning);

(d) an announcement by Target or by a third party with the consent of Target (or Target otherwise informing Bidder or Veritas Capital in writing), that: (i) any Target Directors recommend, intend to recommend or are minded to recommend any Competing Proposal, or (ii) the Target intends to proceed with any Competing Proposal;

(e) other than where a Switch has occurred, if Target makes an announcement that it will or intends to delay the convening of, or will adjourn or postpone, the Court Meeting or the Target General Meeting, in each case without the consent of Bidder, except where: (i) such delay, adjournment or postponement is solely caused by logistical or practical reasons beyond Target's reasonable control; or (ii) Bidder has committed a breach of Clause 3 which has not been caused by any prior breach of this Agreement by Target and such breach has caused the delay (provided that the duration of such delay is commensurate with the consequences of such breach by Bidder); or (iii) a supplementary circular is required to be published in connection with the Scheme, and as a result, the Court Meeting and/or the Target General Meeting cannot be held by such date in compliance with the Code and any other Law (even if Target were to use reasonable endeavours to seek to do so); or

(f) if, after the approval of the Scheme and/or the Target Resolutions, the Target Directors announce that they will not or do not intend to implement the Scheme (other than: (i) following or in connection with a Switch or an announcement of an offer or revised offer by Bidder or one of its affiliates for Target; or (ii) because a Condition to the Acquisition has become incapable of fulfilment or satisfaction and has not been waived);

"Target Directors" means the directors of Target from time to time;

"Target Directors' Remuneration Policy"	means the Target directors' remuneration policy approved by Target Shareholders from time to time;
"Target Employees"	means the employees of members of the Target Group from time to time;
"Target General Meeting"	means the general meeting of Target Shareholders (and any adjournment, postponement or reconvention thereof) to be convened in connection with the Scheme for the purpose of considering, and, if thought fit, approving, the Target Resolutions;
"Target Group"	means Target, its subsidiaries and its subsidiary undertakings from time to time and "**member of the Target Group**" shall be construed accordingly;
"Target Remuneration Committee"	means the remuneration committee of the board of directors of Target;
"Target Resolutions"	means such shareholder resolutions of Target as are necessary to approve, implement and effect the Scheme and Acquisition, including a resolution to amend the articles of association of Target by the adoption and inclusion of a new article under which any Target Shares issued or transferred after the Target General Meeting shall either be subject to the Scheme (and shall be Scheme Shares for the purposes thereof) or (after the Effective Date) be immediately transferred to Bidder in exchange for the same consideration as would be due in respect of the Scheme Shares under the Scheme;
"**Target Share Plans**"	means each of the BIP, BSMIP, DBP, LTIP and RSP, where applicable;
"Target Shareholders"	means the registered holders of Target Shares from time to time;
"Target Shares"	means the ordinary shares of 17 and 3/11 pence each in the capital of Target from time to time;
"Unreasonable Remedy"	has the meaning given in Clause 3.1;
"US Code"	means the US Internal Revenue Code of 1986, as amended;
"Veritas Capital"	means Veritas Capital Fund Management L.L.C. of 9 West 57th Street, 32nd Floor, New York, NY 10019;
"Voting Record Time"	has the meaning given to it in the Announcement;
"Wider BidCo Group"	has the meaning given to that term in the Announcement.

2. **INTERPRETATION**

2.1 In this Agreement, except where the context otherwise requires:

2.1.1 a reference to this Agreement includes any Recitals and Schedules to it and references to Clauses and Schedules are to clauses of, and schedules to, this Agreement unless the context requires otherwise;

2.1.2 a reference to a time of day is to London, United Kingdom time;

2.1.3 a reference to a day (including within the defined term Business Day) means a period of 24 hours ending at midnight;

2.1.4 any period of time is calculated exclusive of the day from which the time period is expressed to run or the day upon which the event occurs which causes the period to start running;

2.1.5 a reference to an enactment, EU instrument or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment, EU instrument or statutory provision and is a reference to that enactment, EU instrument, statutory provision or subordinate legislation as it is in force at the date of this Agreement and as it existed in any modified or previously enacted form before but not after the date of this Agreement;

2.1.6 the words "acting in concert" shall be construed in accordance with the Code;

2.1.7 a reference to a person includes a reference to any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality) and includes a reference to that person's legal personal representatives and successors;

2.1.8 a reference to "writing" or "written" means any method of reproducing words in a legible form and shall, except where expressly stated otherwise, include email but shall exclude writing in a transitory form;

2.1.9 the words and phrases "includes", "including", "in particular" (or any terms of similar effect) shall not be construed as implying any limitation and general words shall not be given a restrictive meaning because they are preceded or followed by particular examples;

2.1.10 words in the singular include the plural and vice versa; and

2.1.11 a reference to the termination of this Agreement includes a reference to its expiry by effluxion of time.

2.2 The headings in this Agreement do not affect its interpretation.

3. DEFINITIONS INCORPORATED FROM THE COMPANIES ACT

In this Agreement, words and expressions defined in the Companies Act bear the same meaning as in that Act unless expressly stated otherwise.

SCHEDULE 2

REMUNERATION PROPOSALS

1. **GENERAL**

1.1 Target and Bidder intend that the following arrangements and acknowledgements will, where appropriate and subject to (a) the Scheme becoming effective in accordance with its terms and (b) any comments from the Panel on the proposed arrangements, apply in respect of the Target Share Plans and certain other remuneration matters.

1.2 If there is an Agreed Switch and the Acquisition is implemented by way of an Offer, references to the date on which the Court sanctions the Scheme under section 899 of the Companies Act and the Effective Date will be read as if they referred to the date on which the Offer becomes or is declared unconditional in all respects.

2. **APPROPRIATE PROPOSALS**

2.1 Subject to applicable confidentiality, legal and regulatory requirements, Bidder and Target agree to co-operate with one another to prepare one or more communications to the participants in the Target Share Plans, including to enable Bidder to make appropriate proposals, where applicable, to the participants in the Target Share Plans, as provided for in Rule 15 of the Code and to send, or arrange for the sending of, such communications to relevant participants on or as soon as is reasonably practicable after the posting of the Scheme Document. Target has confirmed that the only share incentive arrangements it operates as at the date of this Agreement are the Target Share Plans and has provided Bidder with accurate details of all subsisting awards to acquire Target Shares under the Target Share Plans (whether vested or unvested) as set out below.

Target Share Plan	Shares subject to outstanding awards
BIP	1,564,473 Target Shares
BSMIP	4,532,248 Target Shares
DBP	180,082 Target Shares
RSP	119,729 Target Shares
TOTAL	6,396,532 Target Shares

2.2 In addition to the above, Bidder and Target acknowledge that cash-settled "phantom" awards have been granted by Target and, as at the date of this Agreement, are outstanding in respect of a further 32,966 Target Shares pursuant to the BSMIP. Such phantom awards shall be treated consistently with BSMIP awards over Target Shares as referred to in this Schedule 2. Bidder acknowledges that Target will make a cash payment to participants holding cash-settled “phantom” awards (to the extent vested) in the next reasonably practicable payroll following vesting or exercise.

2.3 Bidder agrees that where any of the Target Share Plans provides for the exercise of discretion (including in respect of performance conditions), the exercise of any such discretion shall be a matter solely for the Target Remuneration Committee and the Target Remuneration Committee acknowledges that it currently intends to exercise its discretion in a manner that is consistent with this Schedule 2.

2.4 Bidder acknowledges that, before the Effective Date, subject to Rule 21.1 of the Code and the consent of the Panel where applicable, Target may continue to operate the Target Share Plans in accordance with their terms and Target's normal practice and, where applicable, the Target Directors’ Remuneration Policy. For the avoidance of doubt, the operation of the Target Share Plans includes (without limitation): granting awards, determining the extent to which awards vest, determination of performance conditions and satisfying the vesting, and where relevant, the exercise of awards under the Target Share Plans and Bidder acknowledges that Target may grant awards to Target Employees who do not currently hold awards under any or all of the Target Share Plans where to do so is in the ordinary course of business and consistent with normal Target practice.

2.5 Bidder agrees that, from the date of this Agreement and subject to paragraph 10 of this Schedule 2, Target may satisfy awards granted under the Target Share Plans (except for cash-settled awards and, prior to the cancellation of listing of the Target Shares, awards granted under the BSMIP and RSP) with newly issued Target Shares.

2.6 If the Acquisition is effected by way of a Scheme, Bidder and Target agree that:

2.6.1 the Scheme Record Time (as defined in the Announcement) shall take place after the Court Sanction Hearing, to allow those participants in the Target Share Plans who acquire Target Shares on or following the Court Sanction Hearing and prior to the Scheme Record Time to have those Target Shares acquired by Bidder and dealt with through the Scheme; and

2.6.2 Target Shareholders' approval will be sought for an amendment to the articles of association of Target so that any Target Shares issued after the Scheme Record Time pursuant to the vesting of awards under the Target Share Plans will be compulsorily acquired by Bidder on the same terms as were available to other Target Shareholders in respect of Target Shares under the Scheme.

2.7 Bidder acknowledges that if, for any reason, Target Shares cannot be issued or transferred out of the Trust to a participant when equity-settled awards granted over Target Shares vest (or are exercised), Target may settle such awards using cash subject to and in accordance with the rules of each of the Target Share Plans.

2.8 Target and Bidder agree that, subject to paragraph 2.3 of this Schedule 2, it is proposed that the treatment of awards under the Target Share Plans shall be as set out in paragraphs 3 to 7 of this Schedule 2.

3. **BIP & BSMIP**

3.1 Unvested BIP and BSMIP awards over Target Shares, which are outstanding on the date that the Court sanctions the Scheme, will vest (to the extent determined by the Target Remuneration Committee) on the Court sanctioning the Scheme and be settled using Target Shares in accordance with their terms unless any BSMIP award will be settled using cash, as provided for in paragraph 2.2 of this Schedule 2.

3.2 Target Shares acquired by BIP and BSMIP participants (including pursuant to the satisfaction on the Scheme of BIP and BSMIP awards which had already vested in the ordinary course but were not exercised and satisfied prior to the Scheme becoming effective) will be compulsorily acquired by Bidder on the same terms as were available to other Target Shareholders under the Scheme.

3.3 The Bidder acknowledges that if any BIP and BSMIP awards vest in the ordinary course before sanction of the Scheme by the Court, the extent to which these awards vest is to be determined solely by the Target Remuneration Committee in accordance with the rules of the BIP and BSMIP (as applicable), normal practice and, where applicable, the Target Directors' Remuneration Policy.

3.4 The Bidder acknowledges that the extent to which outstanding but unvested BIP and BSMIP awards will vest in connection with the sanction of the Scheme by the Court is to be determined solely by the Target Remuneration Committee, subject to the assessment of performance conditions (where applicable) on such basis as the Target Remuneration Committee shall determine in accordance with the rules of the BIP and BSMIP (as applicable) and, where applicable, the Target Directors' Remuneration Policy, and any other condition imposed on the vesting of the BIP and BSMIP awards. The Bidder acknowledges that the Target Remuneration Committee currently intends, subject to paragraph 3.5 to:

3.4.1 waive time pro-rating in relation to any outstanding but unvested BIP and BSMIP awards granted in 2024 or 2025; and

3.4.2 apply time pro-rating in relation to any outstanding but unvested BIP and BSMIP awards granted in 2026 by reference to the proportion of the performance period that has elapsed on the date that the Court sanctions the Scheme.

3.5 The Bidder acknowledges that the Target Remuneration Committee currently intends that any BIP or BSMIP award granted to an employee as a "buyout" award in connection with their joining the Target Group will vest in full.

4. RSP

4.1 Unvested RSP awards over Target Shares, which are outstanding on the date that the Court sanctions the Scheme, will vest in full on the Court sanctioning the Scheme and be settled using Target Shares in accordance with their terms.

4.2 Target Shares acquired by RSP participants (including pursuant to the satisfaction on the Scheme of RSP awards which had already vested in the ordinary course but were not exercised and satisfied prior to the Scheme) will be compulsorily acquired by the Bidder on the same terms as were available to other Target Shareholders under the Scheme.

5. DBP

5.1 Unvested DBP awards over Target Shares, which are outstanding on the date that the Court sanctions the Scheme, will vest in full on the Court sanctioning the Scheme and be settled using Target Shares in accordance with their terms.

5.2 Target Shares acquired by DBP participants (including pursuant to the satisfaction on the Scheme of DBP awards which had already vested in the ordinary course but were not exercised and satisfied prior to the Scheme) will be compulsorily acquired by the Bidder on the same terms as were available to other Target Shareholders under the Scheme.

6. TARGET SHARE PLANS – GENERAL

Rollover Awards

6.1 Bidder agrees that in respect of all BIP and BSMIP awards (including any cash-settled “phantom” awards) granted in 2026 which are currently unvested and which vest in connection with the Scheme, if and to the extent that such BIP and BSMIP awards do not vest on the Court sanctioning the Scheme as a result of the application of time pro-rating (each such lapsed portion, a “**Lapsed Portion**”), the Target Remuneration Committee (as constituted prior to the Effective Date) may determine that, as soon as practicable after the Effective Date, Target will grant to each corresponding participant who remains in employment as at the Effective Date (and not under notice), a replacement award in respect of the Lapsed Portion (each, a "**Rollover Retention Award**") on the following terms:

6.1.1 each Rollover Retention Award will be settled in cash equal in value to the Lapsed Portion to which it relates with the value being determined by multiplying (x) the Lapsed Portion by (y) the Cash Consideration (as defined in the Announcement) per Target Share;

6.1.2 subject to paragraphs 6.1.3 and 6.2 of this Schedule 2, each Rollover Retention Award will be subject to the same vesting or payment date(s) as the BIP and BSMIP award to which it relates and be paid as soon as reasonably practicable thereafter, subject to legally required deductions for income tax and social security contributions (or similar liabilities in any relevant jurisdiction); and

6.1.3 payment of a Rollover Retention Award shall be subject to the relevant participant being employed by the Target Group or the Bidder Group on the relevant payment date(s) and not being under notice on the relevant payment date(s), except where such participant has ceased (or has given or received notice to cease) being an employee in the following circumstances:

(A) by reason of redundancy (including a participant whose role is redundant as a result of Target ceasing to be a listed company);

(B) by reason of the participant’s long term ill health, long-term injury or disability (as defined under section 6 of the Equality Act 2010 or any analogous legislation in the jurisdiction in which they are located), but only insofar as such long-term ill health, long-term injury, or disability results in them being no longer able to perform their role);

(C) death; or

(D) retirement with the agreement of the relevant participant’s employer, acting reasonably.

6.2 Should a participant cease employment in any of the circumstances provided for in paragraph 6.1.3 above, their Rollover Retention Award will vest in full on cessation of employment and be paid as soon as reasonably practicable thereafter, subject to legally required deductions for income tax and social security contributions (or similar liabilities in any relevant jurisdiction).

Dividend Equivalents

6.3 The Bidder acknowledges that dividend equivalents may be paid in respect of certain Target Share Plan awards. The Bidder agrees that if any such dividend equivalents are payable, they shall be paid in cash.

7. TAX DEDUCTIONS AND WITHHOLDINGS

Any payments made by Bidder for Target Shares acquired under the Target Share Plans shall be made to Target on behalf of the relevant Target Share Plan participant in order for Target to deduct, or procure the deduction of, all applicable income tax and social security contributions (or similar liabilities in any relevant jurisdiction) as required by law in respect of the settlement of the Target Share Plan awards.

8. RETENTION BONUS ARRANGEMENTS

8.1 Subject to the consent of the Panel where required, Bidder acknowledges that Target intends to put in place such cash retention arrangements as it considers appropriate for certain Target employees (excluding executive directors and any other members of the Target's management, as interpreted in accordance with Rule 16.2 of the Code) as may be selected by Target, in an amount up to £5,000,000 in aggregate (excluding employers' social security contributions (or similar liabilities in any relevant jurisdiction)) (the **"Retention Awards"**). Bidder further acknowledges that the Retention Awards shall be in addition to any ordinary course bonus arrangements operated by Target.

8.2 The Retention Awards will, subject to paragraph 8.3, be paid in two instalments for each participating Target employee as follows:

8.2.1 50 per cent. on the first payroll date one month after the Effective Date; and

8.2.2 the remaining 50 per cent. on the first payroll date twelve months after the Effective Date,

in each case, subject to legally required deductions for income tax and social security contributions (or similar liabilities in any relevant jurisdiction).

8.3 Payment of each instalment is subject to the relevant Target employee being employed by the Target Group or the Bidder Group on the relevant payment date and not being under notice on the relevant payment date, except where such Target employee has ceased (or has given or received notice to cease) being an employee in the following circumstances:

8.3.1 by reason of redundancy (including Target employees whose roles are redundant as a result of Target ceasing to be a listed company); or

8.3.2 by reason of the Target employee’s long term ill health, long-term injury or disability (as defined under section 6 of the Equality Act 2010 or any analogous legislation in the jurisdiction in which the Target employee is located), but only insofar as such long-term ill health, long-term injury, or disability results in them being no longer able to perform their role);

8.3.3 death; or

8.3.4 retirement with the agreement of the relevant Target employee’s employer, acting reasonably.

8.4 Should a Target employee cease employment in any of the circumstances provided for in paragraph 8.3, payment of their Retention Awards shall be accelerated to the later of: (i) the first payroll date one month after the Effective Date; and (ii) the date of cessation.

9. ANNUAL BONUSES

9.1 Bidder acknowledges and agrees that, where the Effective Date falls prior to the normal payment date in respect of annual bonuses for the Target financial year ending 31 December 2026, bonus determinations for the period up to the Effective Date will be undertaken by Target and shall be paid in accordance with the bonus plan rules in place at the time of award and consistent with Target's normal practice, on or around the normal bonus payment date. In the event that the Effective Date falls prior to 31 December 2026 the annual bonus arrangements shall continue and any additional bonus entitlement shall be calculated in the normal way following the end of the financial year and shall be paid consistently with Target's normal practice, on or around the normal bonus payment date.

9.2 Target and the Bidder agree that, where an employee is employed (and not under notice) at the Effective Date, any annual bonus entitlement of that employee determined by the Target to the Effective Date shall only cease to be payable should the employee leave employment by reason of their voluntary resignation or dismissal for "cause" (which term shall include misconduct and/or underperformance where, in the reasonable opinion of the Target Group’s HR Director (at the relevant time) an appropriate and fair process was followed in connection with such dismissal), and should the employee leave employment for any other reason, such determined amount will remain outstanding and capable of payment at the normal time, subject to legally required deductions for income tax and social security contributions (or similar liabilities in any relevant jurisdiction).

9.3 Bidder acknowledges that, should the Effective Date not have occurred prior to 31 December 2026 then the Target shall have the power, subject to the Target Directors' Remuneration Policy (where applicable) and in accordance with the bonus plan rules in place at the time of award and its normal practice, to determine the bonus arrangements for Target Employees in respect of the Target financial year ending 31 December 2027, including the quantum of bonuses offered and any performance conditions applicable to such bonuses.

9.4 Bidder acknowledges that it is the Target's current intention that all bonus payments made after the Scheme Record Time shall be settled wholly in cash.

10. EMPLOYEE BENEFIT TRUST

10.1 As at the date of this Agreement, the EBT holds 819,980 Target Shares and USD 675 and GBP 316 in cash, which may be used to satisfy options or awards.

10.2 Subject always to Target's ability to make recommendations to the trustee of the EBT to use any unallocated Target Shares held in the Trust to satisfy awards in the normal course prior to the Effective Date, Bidder and Target agree that the trustee of the EBT will be requested to use the Target Shares that it holds to satisfy any outstanding awards under the Target Share Plans as far as possible in priority to Target issuing Target Shares to satisfy such awards.

11. **AMENDMENT TO THE TARGET SHARE PLANS**

11.1 Save as otherwise provided in this Schedule 2, without the prior agreement of Bidder, the board of directors of Target (or where appropriate the Target Remuneration Committee) will not amend the rules of any Target Share Plan (and/or the terms of any awards granted under them).

11.2 The Bidder acknowledges that Target has introduced the LTIP in 2026 but that, as at the date of this Agreement, no awards have been made thereunder. The Bidder acknowledges that the provisions of this Schedule 2 shall apply in respect of the LTIP, including in particular that Target may operate the LTIP in accordance with its terms prior to the Effective Date.

12. **PARTICIPANTS WHO CEASE OR WHO HAVE CEASED TO BE TARGET EMPLOYEES**

Participants in the Target Share Plans who have ceased to be Target Employees, as at the date of this Agreement, but who have been permitted to retain their options or awards in accordance with the rules of the applicable Target Share Plan will be subject to the terms of this Schedule 2 in respect of those options or awards (as applicable). Participants in the Target Share Plans who cease (or agree to cease) to be Target Employees between the date of this Agreement and the Effective Date, shall be treated in accordance with (i) the leaver provisions contained in the applicable Target Share Plan, and (ii) normal Target practice and, subject to the foregoing, if they are permitted to retain all or a proportion of their options or awards following the cessation of their employment, they shall also be subject to the terms of this Schedule 2 (unless otherwise agreed between Target and Bidder).

13. **PANEL SUBMISSIONS**

Bidder acknowledges that Target may make any submission to the Panel which Target considers necessary to implement the arrangements referred to in this Schedule 2, and, to the extent reasonably necessary, Bidder intends to co-operate as soon as possible and in good faith in the making of any such submission.

14. **INTERNATIONAL PARTICIPANTS**

14.1 Target and Bidder acknowledge that, after the date of this Agreement, Target intends to determine, for each jurisdiction other than the United Kingdom in which a participant in any of the Target Share Plans is tax-resident, the most tax-efficient approach to structuring the arrangements referred to in this Schedule 2 in that jurisdiction that does not impose any material (relative to the participant's tax saving) additional cost on Target or Bidder or any member of the Target Group or Bidder Group. Target and Bidder further acknowledge that alternative approaches to the arrangements referred to in this Schedule 2 may be considered in order to reduce potential tax inefficiencies or additional administration in such jurisdiction in which the participant in question is resident, and the Parties acknowledge that they intend to co-operate in good faith in determining such alternative approach, provided this does not impose any obligation on Target or Bidder to agree or implement any such alternative approach.

14.2 Target and Bidder agree that with respect to any Target Employee who is a US taxpayer:

14.2.1 any payments made pursuant to this Schedule 2 are intended to be exempt from Section 409A of the US Code under the "short term deferral" exception, and that this Schedule 2 shall be interpreted and administered consistently with that intention;

14.2.2 if any payments made pursuant to this Schedule 2 do not qualify for the "short-term deferral" exception, it is intended that such amounts will be paid in a manner that satisfies the requirements of Section 409A of the US Code; and

14.2.3 if any of the payments or benefits provided to such Target Employee in connection with the Acquisition or otherwise ("**Covered Payments**") constitute "parachute payments" within the meaning of Section 280G of the US Code and would, but for this paragraph be subject to the excise tax imposed under Section 4999 of the US Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "**Excise Tax**"), then prior to making the Covered Payments, a calculation shall be made comparing: (i) the Net Benefit (as defined below) to the Target Employee of the Covered Payments after payment of the Excise Tax; to (ii) the Net Benefit to the Target Employee if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax, subject to receiving consent of the affected Target Employee. For the purposes of this paragraph, "**Net Benefit**" shall mean the value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.

SCHEDULE 3

ANNOUNCEMENT

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF THAT JURISDICTION

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

1 September 2026

RECOMMENDED CASH ACQUISITION

of

Bodycote plc

by

Vulcan Alpha Bidco Limited

(a newly formed company indirectly wholly owned by funds and investment vehicles managed or controlled by Veritas Capital Fund Management, L.L.C. ("Veritas"))

to be implemented by means of a scheme of arrangement under Part 26 of the Companies Act 2006

Summary

- The boards of directors of Vulcan Alpha Bidco Limited ("**BidCo**") and Bodycote plc ("**Bodycote**") are pleased to announce that they have reached agreement on the terms and conditions of a recommended cash acquisition by BidCo for the entire issued and to be issued ordinary share capital of Bodycote (the "**Acquisition**").
- Under the terms of the Acquisition, each Bodycote Shareholder will be entitled to receive a total value of:

  for each Bodycote Share: 940 pence (the "**Offer Value**")

  comprising, for each Bodycote Share held:

  - 932.8 pence in cash (the "**Cash Consideration**"); and
  - the FY26 interim dividend of 7.2 pence per Bodycote Share, which Bodycote Shareholders are entitled to receive and retain without any reduction to the Cash Consideration.
- The Cash Consideration represents a premium of approximately:
  - 36.5 per cent. to the volume-weighted average price of 683.4 pence per Bodycote Share for the three-month period ended 21 May 2026 (being the undisturbed period prior to Bodycote's announcement on 22 May 2026 in relation to a possible offer for Bodycote following press speculation);
  - 41.4 per cent. to the volume-weighted average price of 659.5 pence per Bodycote Share for the twelve-month period ended 21 May 2026 (being the undisturbed period prior to Bodycote's announcement on 22 May 2026 in relation to a possible offer for Bodycote following press speculation);

- 44.0 per cent. to the Closing Price of 647.8 pence per Bodycote Share on 7 July 2026 (being the last Business Day before Veritas submitted its initial proposal to Bodycote); and
- 24.3 per cent. to the Closing Price of 750.2 pence per Bodycote Share on 4 August 2026 (being the last Business Day before commencement of the Offer Period).

- Including the Permitted Dividend (as defined below), the Offer Value represents a premium of approximately:
  - 37.5 per cent. to the volume-weighted average price of 683.4 pence per Bodycote Share for the three-month period ended 21 May 2026 (being the undisturbed period prior to Bodycote's announcement on 22 May 2026 in relation to a possible offer for Bodycote following press speculation);
  - 42.5 per cent. to the volume-weighted average price of 659.5 pence per Bodycote Share for the twelve-month period ended 21 May 2026 (being the undisturbed period prior to Bodycote's announcement on 22 May 2026 in relation to a possible offer for Bodycote following press speculation);
  - 45.1 per cent. to the Closing Price of 647.8 pence per Bodycote Share on 7 July 2026 (being the last Business Day before Veritas submitted its initial proposal to Bodycote); and
  - 25.3 per cent. to the Closing Price of 750.2 pence per Bodycote Share on 4 August 2026 (being the last Business Day before commencement of the Offer Period).
- The Cash Consideration implies a valuation for the entire issued, and to be issued, ordinary share capital of Bodycote of approximately £1,640 million on a fully diluted basis, and an enterprise value of approximately £1,840 million. The Offer Value implies a valuation for the entire issued, and to be issued, ordinary share capital of Bodycote of approximately £1,652 million on a fully diluted basis, and an enterprise value of approximately £1,852 million.

Dividends

- Bodycote Shareholders will continue to be entitled to retain the FY26 interim dividend of 7.2 pence per Bodycote Share which was declared on 28 July 2026 (the "**Permitted Dividend**") without any reduction in the Cash Consideration. The Permitted Dividend is expected to be paid on 5 November 2026 to Bodycote Shareholders on the register at close of business on 2 October 2026, and in any event will be paid by Bodycote to Bodycote Shareholders prior to the Effective Date.
- If, on or after the date of this Announcement and prior to the Effective Date, any dividend, distribution and/or other return of value is declared, made or paid or becomes payable in respect of Bodycote Shares (other than the Permitted Dividend), BidCo reserves the right to reduce the Cash Consideration by up to the amount of any such dividend, other distribution and/or other return of value, except where the Bodycote Shares are or will be acquired pursuant to the Scheme (or, if applicable, Takeover Offer) on a basis which entitles BidCo to receive the dividend, distribution or other return of value and to retain it.

- Any exercise by BidCo of its rights referred to in the above paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Scheme. In such circumstances, any reference in this Announcement to the Cash Consideration shall be deemed to be a reference to the Cash Consideration as so reduced.

Background to and reasons for the Acquisition

- Veritas believes that Bodycote represents an attractive opportunity to acquire a leading global provider of metal technology solutions, with differentiated technical capabilities, deep material science expertise, a global network and long-standing customer relationships across attractive end markets.
- In evaluating the Acquisition, Veritas has been attracted not only by the quality of the Bodycote business, but also by the degree to which Bodycote aligns with Veritas' established history of investing in, and partnering with, highly technical engineering businesses across aerospace, defence and performance industrial technology markets. Veritas believes that this experience is directly relevant to Bodycote and its end markets and would be instrumental in supporting the continued development of the business.
- Since 1992, Veritas has completed more than 145 acquisitions, of which 15 platform acquisitions have been made in the aerospace and defence sector alone, together with a further 39 add-on acquisitions, representing approximately $13 billion of transaction value. Veritas' aerospace and defence portfolio has provided directly relevant sector expertise and adjacencies to Bodycote, including Chromalloy (a global leader in aeroengine technology), StandardAero (a leading independent aeroengine maintenance, repair and overhaul provider), Frontgrade Technologies (a leader in mission-critical electronic components for defence and space), and Abaco Systems (ruggedised embedded computing for defence platforms). Veritas believes that this long-standing experience provides important industry knowledge, operating expertise and insight into the customers and end markets Bodycote serves, which would support Bodycote's continued development and strengthen its strategic relevance to its customers and ecosystem.
- Veritas' investment approach centres on partnering with management teams to support the growth and long-term success of the businesses in which it invests. Veritas intends to be a committed partner to Bodycote, leveraging its deep sector expertise, strong operational capabilities and financial resources to support the management team in accelerating the execution of Bodycote's strategy and sustainably improving the value of Bodycote for the benefit of its stakeholders over the long term.
- As a private company under Veritas' ownership, Bodycote will benefit from enhanced flexibility and long-term perspective to support continued investment in the business and pursue targeted organic and inorganic growth opportunities.

Information on BidCo and Veritas

- BidCo is a private limited company incorporated for the purposes of the Acquisition. BidCo is indirectly wholly-owned by funds and investment vehicles managed or controlled by Veritas. BidCo has not traded since its date of incorporation, nor has it entered into any obligations other than in connection with the Acquisition and the financing arrangements referred to in paragraph 10 of this Announcement.

- Veritas is a New York-based private investment firm, founded in 1992, with a strong track record of supporting the growth and development of its portfolio companies through investment in their capabilities and the pursuit of organic and inorganic growth opportunities. Veritas invests in companies that provide specialist products, services and software, with a particular focus on complex, highly regulated sectors, including aerospace and defence, national security, infrastructure and other government-influenced markets.
- As at 30 June 2026, Veritas had approximately $54 billion of assets under management.

Background to and reasons for the recommendation

Bodycote today and its ongoing strategic transformation

- Bodycote is the world's largest provider of heat treatment and specialist thermal processing services, operating a global network of approximately 130 facilities across 22 countries with a workforce of approximately 4,000 employees. Combining deep metallurgical expertise and advanced process technology, Bodycote provides mission-critical thermal processing services that enhance the performance, durability and reliability of metal components for customers across aerospace, automotive, energy and general industrial end markets.
- Following a successful transition of the CEO role, Bodycote set out an update in December 2024 on its strategy and established its medium-term strategic plan to 2028. This strategic plan was designed to focus and enhance the group so that it is well positioned on the right processes and in the right end markets to enhance the growth and profitability of the group. To deliver this, the strategic plan was structured around three pillars: Optimise, Perform, Grow, and focused on creating an efficient plant footprint, implementing a group-wide operational programme to drive service quality and cost discipline, and to invest in structurally growing markets and Specialist Technologies. Bodycote also announced a new divisional structure around two platforms — Specialist Technologies and Precision Heat Treatment — and set out clear medium-term financial targets comprising:
    - Total revenue growth of mid-single digit per cent. per annum through the cycle;
    - Specialist Technologies increasing to 35–40 per cent. of Bodycote Group revenue by 2028;
    - Headline operating margins of greater than 20 per cent. by 2028;
    - Through-cycle operating cash conversion of 80–90 per cent.; and
    - Through-cycle Return on Capital Employed of 15–20 per cent.

  Since December 2024, Bodycote has continued to deliver against the three strategic pillars with good progress set out in the announcement of Bodycote's H1 2026 results.
- Optimise: Bodycote's business portfolio has been repositioned through the exit and consolidation of a number of automotive and general industrial focused sites through the Optimise programme. To-date, 27 out of the 31 sites that comprise the current

Optimise programme have been exited, including the sale of 10 automotive-focused sites in France in 2025. Bodycote expects 29 out of 31 site exits to be complete by year-end 2026. Both the benefits from the programme and execution costs are on track, with an in-year profit benefit of approximately £4 million delivered in 2025 and a further £4 million incremental in-year benefit expected in 2026. Bodycote is confident in reaching at least £15 million of run-rate savings by mid-2027. Following the success of the programme to date and continued structural challenges in certain end markets, Bodycote is exploring an expansion of the programme.

- Perform: Bodycote has initiated the roll-out of more advanced operational excellence tools, starting at four key "lighthouse sites" in North America and Europe, which have validated opportunities to improve efficiency, turnaround times and new product introduction lead time. Bodycote remains confident in delivering approximately 100 basis points of margin improvement from Perform by 2028.
- Grow: Bodycote has enhanced its sales capability as well as investing in a number of strategic capital expenditure initiatives. These include Bodycote's first S³P facility in Asia and increased HIP capacity for Aerospace and Defence customers. In 2026 Bodycote also completed and integrated the acquisition of Spectrum Thermal Processing, an Aerospace and Defence-focused precision heat treatment business in North America.
- Through this period of operational execution, Bodycote has been able to return value to shareholders through a combination of regular dividends and share buyback programmes. Since the commencement of the share buyback programme in March 2024, Bodycote has returned over £120 million to shareholders through share repurchases, while also maintaining its 38-year record of growing or maintaining the ordinary dividend with the recent interim dividend announcement for 2026 of 7.2 pence per share representing a 4.3 per cent. increase year-on-year. This reflects the Board's commitment to disciplined capital allocation and its confidence in Bodycote's future prospects.
- Given the progress made in delivering the initiatives, the Board of Bodycote is confident in the ongoing execution of Bodycote's medium-term strategy. Bodycote continues to make progress towards delivery of the group's medium term financial targets with the majority of remaining improvements under Bodycote's control, including execution of the ongoing Optimise programme. At the same time, the Board is mindful of increasing structural challenges in certain Automotive and Industrial markets together with macro-economic uncertainties which create meaningful risk to delivery of Bodycote's medium term financial targets.

Background to proposals received from Veritas and CVC

- Although the Board of Bodycote regularly considers all options to drive shareholder value, it has not solicited an offer for Bodycote. Following the announcement of the unsolicited approach by Apollo, on behalf of certain of its managed investment funds, on 22 May 2026, the Board received separate and unsolicited proposals from each of Veritas and CVC. The Bodycote Directors considered and assessed the proposals received from each party independently of each other, and of other alternatives.

- The initial, separate proposals from Veritas and CVC were not at a level that the Board of Bodycote felt reflected an appropriate valuation of Bodycote and its future prospects. Both Veritas and CVC separately submitted a number of improved proposals. CVC ultimately independently submitted an improved proposal of 915 pence per Bodycote Share including the Permitted Dividend and Veritas ultimately independently submitted an improved proposal of 914 pence per Bodycote Share including the Permitted Dividend. The Board of Bodycote carefully and independently considered each of these significantly improved proposals and determined that each was at a level which the Board would be minded to recommend unanimously to shareholders should a firm intention to make an offer be announced on such financial terms. The Board of Bodycote separately granted access to confirmatory due diligence information to each of Veritas and CVC and initiated independent negotiations on the remaining terms of the Acquisition.
- On 5 August 2026, following media speculation, Bodycote announced that the Board of Bodycote had received two separate conditional proposals from both Veritas and CVC. The Board also stated its focus on maximising value and delivering certainty to Bodycote Shareholders and Bodycote's broad stakeholder base. As such, the Board has worked separately on an expedited basis with both CVC and Veritas to announce a firm intention to make an offer pursuant to Rule 2.7 of the Takeover Code.
- On 31 August 2026, Veritas and BidCo submitted a further improved proposal to the Board of Bodycote and indicated that BidCo is in a position to announce a firm intention to make an offer at an Offer Value of 940 pence per Bodycote Share.

Considerations in respect of the terms of the Acquisition by Veritas

- The Board of Bodycote remains confident in its ability to deliver sustained value creation for shareholders. However, the Bodycote Directors believe that the Offer Value represents an attractive opportunity for Bodycote Shareholders to realise an immediate and certain cash value for their investment relative to the macro-economic and end market risks inherent in the execution of Bodycote's strategy over the medium to longer-term.
- In considering the financial terms of the Acquisition and determining whether they reflect an appropriate valuation of Bodycote and its future prospects, the Board of Bodycote took into account a number of factors including that:
    - the Acquisition will provide an opportunity for Bodycote Shareholders to realise, in cash, immediate value from delivery of the standalone strategy on an accelerated basis;
    - the certainty of the Acquisition should be weighed against the inherent uncertainty of delivering future value in the business, in particular given ongoing geopolitical and macroeconomic uncertainty and continued weakness in a number of Bodycote's end markets, in particular automotive and industrial markets;
    - the Offer Value of 940 pence per Bodycote Share represents an attractive premium of 37.5 per cent. to the volume-weighted average price of 683.4 pence per Bodycote Share for the three-month period ended 21 May 2026 (being the undisturbed period prior to Bodycote's announcement on 22 May 2026 in

    relation to a possible offer for Bodycote following press speculation), and 42.5 per cent. to the volume-weighted average price in the twelve-month period ended 21 May 2026; and

    - the Offer Value currently represents the only firm and deliverable proposal available to the Board of Bodycote that is capable of announcement on a recommended basis under Rule 2.7 of the Takeover Code.

- In addition to the financial terms, the Bodycote Directors have also taken into account Veritas' stated intentions for the business and all its stakeholders, including its employees and customers. The Bodycote Directors note that Veritas is a highly experienced investor with a long history of investing in industrial and services businesses globally.
- Accordingly, following careful consideration of the financial terms of the Acquisition, and the above factors, the Bodycote Directors intend to unanimously recommend that Bodycote Shareholders vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting, as the Bodycote Directors who hold Bodycote Shares have irrevocably undertaken to do (or procure to be done) in respect of their own beneficial holdings.
- The Board of Bodycote is focused on maximising value and delivering certainty to Bodycote Shareholders and Bodycote's broad stakeholder base.

Unanimous recommendation

- The Bodycote Directors, who have been so advised by Barclays, Goldman Sachs, and Gleacher Shacklock as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing their advice to the Bodycote Directors, Barclays, Goldman Sachs, and Gleacher Shacklock have taken into account the commercial assessments of the Bodycote Directors. Gleacher Shacklock is providing independent financial advice to the Bodycote Directors for the purposes of Rule 3 of the Takeover Code.
- Accordingly, the Bodycote Directors intend unanimously to recommend that Bodycote Shareholders vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting, as the Bodycote Directors who hold Bodycote Shares have irrevocably undertaken to do (or procure to be done) in respect of their own beneficial holdings comprising 252,480 Bodycote Shares representing approximately 0.15 per cent. of the issued share capital of Bodycote as at the Latest Practicable Date.

Timetable, structure and Conditions

- It is intended that the Acquisition will be implemented by means of a Court sanctioned scheme of arrangement under Part 26 of the Companies Act (or, if BidCo so elects, and subject to the consent of the Panel and the terms of the Co-operation Agreement, by way of a Takeover Offer).
- The Acquisition will be put to Scheme Shareholders at the Court Meeting and to Bodycote Shareholders at the General Meeting.
- In order to become Effective, the Scheme must be approved by a majority in number of Scheme Shareholders, present and voting at the Court Meeting (and entitled to

vote), whether in person or by proxy, representing at least 75 per cent. in value of the Scheme Shares held by those Scheme Shareholders who have voted.

- In addition, at the General Meeting the Resolutions must each be passed by Bodycote Shareholders representing at least 75 per cent. of the votes validly cast on such Resolutions, whether in person or by proxy. The General Meeting is expected to be held immediately after the Court Meeting. Following the Meetings, the Scheme must be sanctioned by the Court and must become Effective no later than the Long Stop Date.
- The Acquisition will be made in accordance with the Takeover Code and on the terms and subject to the Conditions set out in Appendix 1 to this Announcement which, in addition to the Bodycote Shareholder approvals and Court sanction, include the satisfaction of certain competition and regulatory conditions. BidCo will work with Bodycote to engage constructively with all relevant stakeholders to satisfy these Conditions, in accordance with the terms of the Co-operation Agreement.
- It is expected that the Scheme Document, containing full details of the Scheme and the Acquisition and notices of the Court Meeting and the General Meeting, together with the associated Forms of Proxy, will be despatched to Bodycote Shareholders within 28 days of this Announcement (or such later time as Bodycote, BidCo and the Panel may agree) and the Meetings are expected to be held shortly thereafter. Subject to certain restrictions relating to persons resident in Restricted Jurisdictions, the Scheme Document will also be made available on BidCo's website at https://veritasdocument.com/ and Bodycote's website at www.bodycote.com/investors.
- The Acquisition is currently expected to become Effective in Q1 2027, subject to the satisfaction (or, where applicable, waiver) of the Conditions and further terms set out in Appendix 1 to this Announcement. An expected timetable of key events relating to the Acquisition will be provided in the Scheme Document.

Comments on the Acquisition

- Commenting on the Acquisition, Daniel Dayan, Chair of Bodycote, said:

  "The Bodycote Board believes that this offer from Veritas reflects the high quality of Bodycote's business and management, and delivers shareholders excellent value in cash. The Bodycote team has worked extremely hard over many years to build a leading position in our industry, including recent success in delivering on the Optimise, Perform and Grow initiatives; accordingly the Board wishes to express its thanks to management and employees on behalf of shareholders. It is gratifying to see Veritas' strong support in this announcement for Bodycote's strategy in focusing the group on its most attractive markets for the benefit of all stakeholders. Veritas is an experienced and knowledgeable owner of industrial businesses with the capability to accelerate the delivery of this strategy. The Board remains highly confident in Bodycote's prospects and believes that this offer recognises that value today and is therefore recommending it to shareholders."

- Commenting on the Acquisition, James Dimitri, Partner & Co-Head of Flagship Private Equity at Veritas, said:

"Bodycote has established itself as a global leader in providing essential technologies for performance metallurgy across a range of mission-critical end markets. We admire what Bodycote and its talented employee base have built, and we look forward to leveraging our deep sector experience and track record of partnering with leading companies in the performance industrial supply chain to support Bodycote's continued development and unlock a new chapter of growth."

This summary should be read in conjunction with, and is subject to, the full text of the Announcement (including its Appendices). The Acquisition will be subject to the Conditions and certain further terms set out in Appendix 1 to this Announcement and to the full terms and conditions which will be set out in the Scheme Document. Appendix 2 to this Announcement contains the sources of information and bases of calculations of certain information contained in this Announcement. Appendix 3 contains a summary of the irrevocable undertakings received by BidCo in relation to this Acquisition. Appendix 4 contains a confirmation from the Bodycote Directors in respect of Bodycote's Interim Results Outlook Statement. Appendix 5 contains definitions of certain terms and expressions used in this summary and in the following announcement (including its Appendices).

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Gibson, Dunn & Crutcher UK LLP is acting as legal adviser to Veritas and BidCo.

Herbert Smith Freehills Kramer LLP is acting as legal adviser to Bodycote.

Inside Information

This announcement contains inside information as defined in the UK version of the Market Abuse Regulation (EU) No. 596/2014, which is part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018. Upon the publication of this announcement via a Regulatory Information Service, such inside information will be considered to be in the public domain. The person responsible for arranging the release of this announcement on behalf of Bodycote is Alison Broughton.

Disclaimers

*Lazard & Co., Limited ("**Lazard**"), which is authorised and regulated in the UK by the Financial Conduct Authority ("**FCA**"), is acting exclusively as financial adviser to Veritas and BidCo and no one else in connection with the Acquisition and will not be responsible to anyone other than BidCo and Veritas for providing the protections afforded to clients of Lazard nor for providing advice in relation to the Acquisition or any other matters referred to in this Announcement. Neither Lazard nor any of its affiliates (nor any of their respective directors, officers, employees or agents), owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard in connection with the Acquisition, this Announcement, any statement contained herein or otherwise.*

*Barclays Bank PLC, acting through its Investment Bank ("**Barclays**"), which is authorised by the PRA and regulated in the UK by the FCA and the PRA, is acting exclusively as lead* *financial adviser to Bodycote and for no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than Bodycote for providing the protections afforded to clients of Barclays, nor for providing advice in relation to the matters referred to in this Announcement. In accordance with the Takeover Code, normal United Kingdom market practice and Rule 14e-5(b) of the U.S. Securities Exchange Act of 1934, as amended, Barclays and its affiliates will continue to act as exempt principal trader in Bodycote securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Takeover Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.*

*Goldman Sachs International ("**Goldman Sachs**"), which is authorised by the Prudential Regulation Authority ("**PRA**") and regulated by the FCA and the PRA in the UK, is acting exclusively as lead financial adviser to Bodycote and for no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than Bodycote for providing the protections afforded to clients of Goldman Sachs, or for providing advice in relation to the matters referred to in this Announcement.*

*Jefferies International Limited ("**Jefferies**"), which is authorised and regulated by the FCA in the UK, is acting exclusively as financial adviser and corporate broker to Bodycote and no one else in connection with the matters described in this Announcement and will not regard any other person as its client in relation to the matters in this Announcement and will not be responsible to anyone other than Bodycote for providing the protections afforded to clients of Jefferies nor for providing advice in relation to any matter referred to in this Announcement. Neither Jefferies nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Jefferies in connection with this Announcement, any statement contained herein or otherwise.*

*Gleacher Shacklock LLP ("**Gleacher Shacklock**"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively as financial adviser to Bodycote and for no one else in connection with the matters described in this Announcement and will not be responsible to anyone other than Bodycote for providing the protections afforded to clients of Gleacher Shacklock nor for providing advice in connection with any matter referred to herein. Neither Gleacher Shacklock nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person other than Bodycote in connection with this Announcement, any statement contained herein, the Acquisition or otherwise.*

Further information

This Announcement is for information purposes only and is not intended to, and does not, constitute or form part of any offer or inducement to sell or an invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or a solicitation of an offer to buy any securities, any vote or approval in any jurisdiction pursuant to the Acquisition or otherwise, nor shall there be any purchase, sale, issuance or exchange of securities or such solicitation in any jurisdiction in which such offer, solicitation, sale, issuance or exchange is *unlawful. This Announcement does not constitute a prospectus, prospectus equivalent document or an exempted document.*

The Acquisition will be made solely by means of the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Offer Document), which, together with Forms of Proxy, will contain the full terms and conditions of the Acquisition, including details of how to vote in respect of the Acquisition. Any decision in respect of, or other response to, the Acquisition should be made only on the basis of the information in the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Offer Document).

This Announcement has been prepared in connection with proposals in relation to a scheme of arrangement pursuant to and for the purpose of complying with English law, the UK Listing Rules and the Takeover Code and information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside England. Nothing in this Announcement should be relied on for any other purpose.

Bodycote will prepare the Scheme Document to be distributed to Bodycote Shareholders. Bodycote and Veritas urge Bodycote Shareholders to read the Scheme Document when it becomes available because it will contain important information relating to the Acquisition.

Overseas jurisdictions

This Announcement has been prepared in accordance with and for the purpose of complying with the laws of England and Wales, the Takeover Code, the UK Listing Rules, the Market Abuse Regulation (EU) No. 596/2014 (which is part of UK law by virtue of the European Union (Withdrawal) Act 2018) and the Disclosure Guidance and Transparency Rules. Information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside England and Wales.

The release, publication or distribution of this Announcement in or into certain jurisdictions other than the UK may be restricted by law and therefore any persons into whose possession this Announcement comes should inform themselves of, and observe, such restrictions. Further details in relation to Overseas Shareholders will be contained in the Scheme Document. In particular, the ability of persons who are not resident in the UK to vote their Scheme Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by BidCo or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition shall not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such means from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Announcement and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Announcement and all documents relating to the Acquisition (including custodians, nominees and trustees) must not *mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition.*

If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made directly or indirectly, in, into or from, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction.

The availability of the Acquisition to Bodycote Shareholders who are not resident in the UK may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the UK should inform themselves of, and observe, any applicable requirements. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

The Acquisition shall be subject to English law, the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the FCA, the UK Listing Rules and the Registrar of Companies.

Additional information for US investors in Bodycote

*Bodycote Shareholders in the United States ("**US Shareholders**") should note that the Acquisition relates to the shares of an English company with a listing on the Main Market of the London Stock Exchange and is proposed to be effected by means of a scheme of arrangement under English law. This Announcement, the Scheme Document and certain other documents relating to the Acquisition have been or will be prepared in accordance with English law, the Takeover Code and UK disclosure requirements, format and style, all of which differ from those in the United States.*

A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Acquisition is subject to the disclosure requirements of and practices applicable in the UK to schemes of arrangement, which differ from the disclosure requirements of the United States tender offer and proxy solicitation rules. If, in the future, BidCo exercises the right to implement the Acquisition by way of a Takeover Offer and determines to extend the offer into the United States, the Acquisition will be made in compliance with applicable United States laws and regulations, including, to the extent applicable, the relevant rules under section 14(e) of the US Exchange Act and regulation 14E thereunder and in accordance with the Takeover Code.

Bodycote's financial statements, and all financial information that is included in this Announcement, the Scheme Document or any other documents relating to the Acquisition, have been or will be prepared in accordance with IFRS and may not be comparable to financial statements of companies in the United States or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles.

The receipt of cash pursuant to the Acquisition by a US Shareholder as consideration for the transfer of its Bodycote Shares pursuant to the Scheme may be a taxable transaction for United States federal income tax purposes and under applicable United States state and local, *as well as foreign and other, tax laws. Each Bodycote Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Acquisition applicable to them.*

It may be difficult for US Shareholders to enforce their rights and claims arising out of the US federal securities laws in connection with the Acquisition, since BidCo and Bodycote are located in countries other than the US, and some or all of their officers and directors may be residents of countries other than the US. US Shareholders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.

In accordance with the Takeover Code, normal UK practice and consistent with Rule 14e-5(b) of the US Exchange Act, (to the extent applicable) BidCo, certain affiliated companies and their nominees or brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, shares in Bodycote outside of the US, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes Effective, lapses or is otherwise withdrawn. If such purchases or arrangements to purchase were to be made they would occur either in the open market at prevailing prices or in private transactions at negotiated prices and comply with applicable law, including the US Exchange Act. Any information about such purchases or arrangements to purchase will be disclosed as required in the UK, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com.

Neither the United States Securities and Exchange Commission nor any US state securities commission has approved or disapproved the Acquisition, passed upon the merits or fairness of the Acquisition or passed any opinion upon the accuracy, adequacy or completeness of this Announcement (nor will it do so in respect of the Scheme Document). Any representation to the contrary is a criminal offence in the United States.

Forward-looking statements

This Announcement (including information incorporated by reference in this Announcement), oral statements made regarding the Acquisition, and other information published by BidCo, Veritas, Bodycote, any member of the Wider BidCo Group or any member of the Wider Bodycote Group may contain statements which are, or may be deemed to be, "forward-looking statements". Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.

The forward-looking statements contained in this Announcement include statements relating to the expected effects of the Acquisition on BidCo, Veritas, Bodycote, any member of the Wider BidCo Group or any member of the Wider Bodycote Group (including their future prospects, developments and strategies), the expected timing and scope of the Acquisition and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as "prepares", "plans", "expects" or "does not expect", "is expected", "is subject to", "budget", "projects", "synergy", "strategy", "scheduled", "goal", "estimates", "forecasts", "intends", "cost-saving", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or *statements that certain actions, events or results "may", "could", "should", "would", "might" or "will" be taken, occur or be achieved.*

Forward-looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of BidCo's, Veritas', Bodycote's, any member of the Wider BidCo Group's or any member of the Wider Bodycote Group's operations and potential synergies resulting from the Acquisition; and (iii) the effects of global economic conditions and governmental regulation on BidCo's, Veritas', Bodycote's, any member of the Wider BidCo Group's or any member of the Wider Bodycote Group's business.

Although BidCo and Bodycote believe that the expectations reflected in such forward-looking statements are reasonable, BidCo, Veritas, Bodycote, the Wider BidCo Group and the Wider Bodycote Group can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements.

These factors include, but are not limited to: the ability to complete the Acquisition; the ability to obtain requisite regulatory and shareholder approvals and the satisfaction of other Conditions on the proposed terms and schedule; changes in the global political, economic, business and competitive environments and in market and regulatory forces; changes in future exchange and interest rates; changes in tax rates; future business combinations or disposals; changes in general economic and business conditions; changes in the behaviour of other market participants; the anticipated benefits from the proposed transaction not being realised as a result of changes in general economic and market conditions in the countries in which BidCo, Veritas, Bodycote, the Wider BidCo Group and/or the Wider Bodycote Group operate; weak, volatile or illiquid capital and/or credit markets; changes in the degree of competition in the geographic and business areas in which BidCo, Veritas, Bodycote, the Wider BidCo Group and/or the Wider Bodycote Group operate; and changes in laws or in supervisory expectations or requirements.

Other unknown or unpredictable factors could cause actual results to differ materially from those expected, estimated or projected in the forward-looking statements. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.

Neither BidCo, Veritas, Bodycote, the Wider BidCo Group nor the Wider Bodycote Group, nor any of their respective associates or directors, officers or advisers, provide any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Announcement will actually occur. Given these risks and uncertainties, potential investors are cautioned not to place any reliance on these forward-looking statements.

The forward-looking statements speak only at the date of this Announcement. All subsequent oral or written forward-looking statements attributable to any member of the BidCo Group or the Bodycote Group, or any of their respective associates, directors, officers, employees or advisers are expressly qualified in their entirety by the cautionary statements above.

Other than in accordance with their legal or regulatory obligations, neither BidCo, Veritas, Bodycote, the Wider BidCo Group nor the Wider Bodycote Group is under any obligation, and each such person expressly disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

No profit forecasts, estimates or quantified benefits statements

Except for the Interim Results Outlook Statement, no statement in this Announcement, or incorporated by reference in this Announcement, is intended as a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per share for Bodycote for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Bodycote.

Rounding

Certain figures included in this Announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Publication on website

A copy of this Announcement and the documents required to be published pursuant to Rule 26.1 of the Takeover Code will be available, free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions on Bodycote's website at www.bodycote.com/investors and BidCo's website at https://veritasdocument.com/ by no later than 12.00 p.m. on the Business Day following this Announcement. For the avoidance of doubt, neither the content of Bodycote's website nor BidCo's website is incorporated into, or forms part of, this Announcement.

Right to receive documents in hard copy form

Any person entitled to receive a copy of documents, announcements and information relating to the Acquisition is entitled to receive such documents in hard copy form free of charge. For persons who receive a copy of this Announcement in electronic form or via a website notification, a hard copy of this Announcement will not be sent unless so requested. A person may request that all future documents, announcements and information in relation to the Acquisition are sent to them in hard copy form.

In accordance with Rule 30.3 of the Takeover Code, Bodycote Shareholders, persons with information rights and participants in Bodycote Share Plans may request a hard copy of this announcement by: (i) telephoning Equiniti Limited on 0333 207 5951 (for UK calls) or +44 (0) 333 207 5951 (for calls outside the UK). Lines will be open from 8.30 a.m. to 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales); or (ii) submitting a request in writing to Equiniti Limited, Highdown House, Yeoman Way, Worthing, West Sussex BN99 6DA, United Kingdom. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the UK will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes.

Please note the Shareholder Helpline cannot provide advice on the merits of the Acquisition or the Scheme nor give any financial, investment, legal or tax advice.

Information relating to Bodycote Shareholders

Please be aware that addresses, electronic addresses and certain information provided by Bodycote Shareholders, persons with information rights and other relevant persons for the receipt of communications from Bodycote may be provided to BidCo and Veritas during the Offer Period as required under Section 4 of Appendix 4 of the Takeover Code to comply with Rule 2.11(c) of the Takeover Code.

Disclosure requirements of the Takeover Code

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of: (i) the offeree company; and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of: (i) the offeree company; and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638

0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Switching

BidCo reserves the right to elect, with the consent of the Panel, and subject to the terms of the Co-operation Agreement, to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on the same terms or, if BidCo so decides, on such other terms being no less favourable (subject to appropriate amendments), so far as applicable, as those which would apply to the Scheme and subject to the amendment referred to in Appendix 1 to this Announcement.

Upon sufficient acceptances being received in respect of such Takeover Offer, BidCo intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act so as to acquire compulsorily the remaining Bodycote Shares in respect of which the Takeover Offer has not been accepted.

General

Investors should be aware that BidCo may purchase Bodycote Shares otherwise than under any Takeover Offer or the Scheme, including pursuant to privately negotiated purchases.

If you are in any doubt about the contents of this Announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor or independent financial adviser duly authorised under FSMA if you are resident in the UK or, if not, from another appropriate authorised independent financial adviser.

Rule 2.9

In accordance with Rule 2.9 of the Takeover Code, Bodycote confirms that as at the Latest Practicable Date, it has in issue 170,187,993 ordinary shares, each with one voting right and a value of 17 $^{3}/_{11}$ pence. Bodycote holds no ordinary shares in treasury. The International Securities Identification Number (ISIN) for Bodycote is GB00B3FLWH99 and the LEI is 213800V93QFW53NB7Y29.

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF THAT JURISDICTION

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

1 September 2026

RECOMMENDED CASH ACQUISITION

of

Bodycote plc

by

Vulcan Alpha Bidco Limited

(a newly formed company indirectly wholly owned by funds and investment vehicles managed or controlled by Veritas Capital Fund Management, L.L.C. ("Veritas"))

to be implemented by means of a scheme of arrangement under Part 26 of the Companies Act 2006

1. Introduction

The boards of directors of Vulcan Alpha Bidco Limited ("**BidCo**") and Bodycote plc ("**Bodycote**") are pleased to announce that they have reached agreement on the terms and conditions of a recommended cash acquisition by BidCo for the entire issued and to be issued ordinary share capital of Bodycote (the "**Acquisition**").

2. The Acquisition

Under the terms of the Acquisition, which will be subject to the Conditions and further terms set out in Appendix 1 to this Announcement and the full terms and conditions to be set out in the Scheme Document, Bodycote Shareholders will be entitled to receive:

for each Bodycote Share: 940 pence (the "**Offer Value**")

comprising, for each Bodycote Share:

- 932.8 pence in cash (the "**Cash Consideration**"); and
- the FY26 interim dividend of 7.2 pence per Bodycote Share, which Bodycote Shareholders are entitled to receive and retain without any reduction to the Cash Consideration.

The Cash Consideration represents a premium of approximately:

- 36.5 per cent. to the volume-weighted average price of 683.4 pence per Bodycote Share for the three-month period ended 21 May 2026 (being the undisturbed period prior to Bodycote's announcement on 22 May 2026 in relation to a possible offer for Bodycote following press speculation);
- 41.4 per cent. to the volume-weighted average price of 659.5 pence per Bodycote Share for the twelve-month period ended 21 May 2026 (being the

undisturbed period prior to Bodycote's announcement on 22 May 2026 in relation to a possible offer for Bodycote following press speculation);

- 44.0 per cent. to the Closing Price of 647.8 pence per Bodycote Share on 7 July 2026 (being the last Business Day before Veritas submitted its initial proposal to Bodycote); and
- 24.3 per cent. to the Closing Price of 750.2 pence per Bodycote Share on 4 August 2026 (being the last Business Day before commencement of the Offer Period).

Including the Permitted Dividend, the Offer Value represents a premium of approximately:

- 37.5 per cent. to the volume-weighted average price of 683.4 pence per Bodycote Share for the three-month period ended 21 May 2026 (being the undisturbed period prior to Bodycote's announcement on 22 May 2026 in relation to a possible offer for Bodycote following press speculation);
- 42.5 per cent. to the volume-weighted average price of 659.5 pence per Bodycote Share for the twelve-month period ended 21 May 2026 (being the undisturbed period prior to Bodycote's announcement on 22 May 2026 in relation to a possible offer for Bodycote following press speculation);
- 45.1 per cent. to the Closing Price of 647.8 pence per Bodycote Share on 7 July 2026 (being the last Business Day before Veritas submitted its initial proposal to Bodycote); and
- 25.3 per cent. to the Closing Price of 750.2 pence per Bodycote Share on 4 August 2026 (being the last Business Day before commencement of the Offer Period).

The Cash Consideration implies a valuation for the entire issued, and to be issued, ordinary share capital of Bodycote of approximately £1,640 million on a fully diluted basis, and an enterprise value of approximately £1,840 million. The Offer Value implies a valuation for the entire issued, and to be issued, ordinary share capital of Bodycote of approximately £1,652 million on a fully diluted basis, and an enterprise value of approximately £1,852 million.

It is intended that the Acquisition will be implemented by means of a Court sanctioned scheme of arrangement under Part 26 of the Companies Act (or, if BidCo so elects, and subject to the consent of the Panel and the terms of the Co-operation Agreement, by way of a Takeover Offer).

Dividends

Bodycote Shareholders will continue to be entitled to retain the FY26 interim dividend of 7.2 pence per Bodycote Share which was declared on 28 July 2026 (the "**Permitted Dividend**") without any reduction in the Cash Consideration. The Permitted Dividend is expected to be paid on 5 November 2026 to Bodycote Shareholders on the register at close of business on 2 October 2026, and in any event will be paid by Bodycote to Bodycote Shareholders prior to the Effective Date.

If, on or after the date of this Announcement and prior to the Effective Date, any dividend, distribution and/or other return of value is declared, made or paid or becomes payable in respect of Bodycote Shares (other than the Permitted Dividend), BidCo reserves the right to reduce the Cash Consideration by up to the amount of any such dividend, other distribution and/or other return of value, except where the Bodycote Shares are or will be acquired pursuant to the Scheme (or, if applicable, Takeover Offer) on a basis which entitles BidCo to receive the dividend, distribution or other return of value and to retain it.

Any exercise by BidCo of its rights referred to in the above paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Scheme. In such circumstances, any reference in this Announcement to the Cash Consideration shall be deemed to be a reference to the Cash Consideration as so reduced.

The aggregate amount of cash to which a Bodycote Shareholder will be entitled under the Scheme will be rounded down to the nearest penny.

3. Background to and reasons for the Acquisition

Veritas believes that Bodycote represents an attractive opportunity to acquire a leading global provider of metal technology solutions, with differentiated technical capabilities, deep material science expertise, a global network and long-standing customer relationships across attractive end markets.

In evaluating the Acquisition, Veritas has been attracted not only by the quality of the Bodycote business, but also by the degree to which Bodycote aligns with Veritas' established history of investing in and partnering with highly technical engineering businesses across aerospace, defence and performance industrial technology markets. Veritas believes that this experience is directly relevant to Bodycote and its end markets and would be instrumental in supporting the continued development of the business.

Since 1992, Veritas has completed more than 145 acquisitions, of which 15 platform acquisitions have been made in the aerospace and defence sector alone, together with a further 39 add-on acquisitions, representing approximately $13 billion of transaction value. Veritas' aerospace and defence portfolio has provided directly relevant sector expertise and adjacencies to Bodycote, including Chromalloy (a global leader in aeroengine technology), StandardAero (a leading independent aeroengine maintenance, repair and overhaul provider), Frontgrade Technologies (a leader in mission-critical electronic components for defence and space), and Abaco Systems (ruggedised embedded computing for defence platforms). Veritas believes that this long-standing experience provides important industry knowledge, operating expertise and insight into the customers and end markets Bodycote serves, which would support Bodycote's continued development and strengthen its strategic relevance to its customers and ecosystem.

Veritas' investment approach centres on partnering with management teams to support the growth and long-term success of the businesses in which it invests. Veritas intends to be a committed partner to Bodycote, leveraging its deep sector expertise, strong operational capabilities and financial resources to support the management team in accelerating the execution of Bodycote's strategy and sustainably improving the value of Bodycote for the benefit of its stakeholders over the long term.

As a private company under Veritas' ownership, Bodycote will benefit from enhanced flexibility and long-term perspective to support continued investment in the business and pursue targeted organic and inorganic growth opportunities.

4. Background to and reasons for the recommendation

Bodycote today and its ongoing strategic transformation

Bodycote is the world's largest provider of heat treatment and specialist thermal processing services, operating a global network of approximately 130 facilities across 22 countries with a workforce of approximately 4,000 employees. Combining deep metallurgical expertise and advanced process technology, Bodycote provides mission-critical thermal processing services that enhance the performance, durability and reliability of metal components for customers across aerospace, automotive, energy and general industrial end markets.

Following a successful transition of the CEO role, Bodycote set out an update in December 2024 on its strategy and established its medium-term strategic plan to 2028. This strategic plan was designed to focus and enhance the group so that it is well positioned on the right processes and in the right end markets to enhance the growth and profitability of the group. To deliver this, the strategic plan was structured around three pillars: Optimise, Perform, Grow, and focused on creating an efficient plant footprint, implementing a group-wide operational programme to drive service quality and cost discipline, and to invest in structurally growing markets and Specialist Technologies. Bodycote also announced a new divisional structure around two platforms — Specialist Technologies and Precision Heat Treatment — and set out clear medium-term financial targets comprising:

- Total revenue growth of mid-single digit per cent. per annum through the cycle;
- Specialist Technologies increasing to 35–40 per cent. of Bodycote Group revenue by 2028;
- Headline operating margins of greater than 20 per cent. by 2028;
- Through-cycle operating cash conversion of 80–90 per cent.; and
- Through-cycle Return on Capital Employed of 15–20 per cent.

Since December 2024, Bodycote has continued to deliver against the three strategic pillars with good progress set out in the announcement of Bodycote's H1 2026 results.

Optimise: Bodycote's business portfolio has been repositioned through the exit and consolidation of a number of automotive and general industrial focused sites through the Optimise programme. To-date, 27 out of the 31 sites that comprise the current Optimise programme have been exited, including the sale of 10 automotive-focused sites in France in 2025. Bodycote expects 29 out of 31 site exits to be complete by year-end 2026. Both the benefits from the programme and execution costs are on track, with an in-year profit benefit of approximately £4 million delivered in 2025 and a further £4 million incremental in-year benefit expected in 2026. Bodycote is confident in reaching at least £15 million of run-rate savings by mid-2027. Following the success of the programme to date and continued structural challenges in certain end markets, Bodycote is exploring an expansion of the programme.

Perform: Bodycote has initiated the roll-out of more advanced operational excellence tools, starting at four key "lighthouse sites" in North America and Europe, which have validated opportunities to improve efficiency, turnaround times and new product introduction lead time. Bodycote remains confident in delivering approximately 100 basis points of margin improvement from Perform by 2028.

Grow: Bodycote has enhanced its sales capability as well as investing in a number of strategic capital expenditure initiatives. These include Bodycote's first S³P facility in Asia and increased HIP capacity for Aerospace and Defence customers. In 2026 Bodycote also completed and integrated the acquisition of Spectrum Thermal Processing, an Aerospace and Defence-focused precision heat treatment business in North America.

Through this period of operational execution, Bodycote has been able to return value to shareholders through a combination of regular dividends and share buyback programmes. Since the commencement of the share buyback programme in March 2024, Bodycote has returned over £120 million to shareholders through share repurchases, while also maintaining its 38-year record of growing or maintaining the ordinary dividend with the recent interim dividend announcement for 2026 of 7.2 pence per share representing a 4.3 per cent. increase year-on-year. This reflects the Board's commitment to disciplined capital allocation and its confidence in Bodycote's future prospects.

Given the progress made in delivering the initiatives, the Board of Bodycote is confident in the ongoing execution of Bodycote's medium-term strategy. Bodycote continues to make progress towards delivery of the group's medium term financial targets with the majority of remaining improvements under Bodycote's control, including execution of the ongoing Optimise programme. At the same time, the Board is mindful of increasing structural challenges in certain Automotive and Industrial markets together with macro-economic uncertainties which create meaningful risk to delivery of Bodycote's medium term financial targets.

Background to proposals received from Veritas and CVC

Although the Board of Bodycote regularly considers all options to drive shareholder value, it has not solicited an offer for Bodycote. Following the announcement of the unsolicited approach by Apollo, on behalf of certain of its managed investment funds, on 22 May 2026, the Board received separate and unsolicited proposals from each of Veritas and CVC. The Bodycote Directors considered and assessed the proposals received from each party independently of each other, and of other alternatives.

The initial, separate proposals from Veritas and CVC were not at a level that the Board of Bodycote felt reflected an appropriate valuation of Bodycote and its future prospects. Both Veritas and CVC separately submitted a number of improved proposals. CVC ultimately independently submitted an improved proposal of 915 pence per Bodycote Share including the Permitted Dividend and Veritas ultimately independently submitted an improved proposal of 914 pence per Bodycote Share including the Permitted Dividend. The Board of Bodycote carefully and independently considered each of these significantly improved proposals and determined that each was at a level which the Board would be minded to recommend unanimously to shareholders should a firm intention to make an offer be announced on such financial terms. The Board of Bodycote separately granted access to confirmatory due diligence information to each of Veritas and CVC and initiated independent negotiations on the remaining terms of the Acquisition.

On 5 August 2026, following media speculation, Bodycote announced that the Board of Bodycote had received two separate conditional proposals from both Veritas and CVC. The Board also stated its focus on maximising value and delivering certainty to Bodycote Shareholders and Bodycote's broad stakeholder base. As such, the Board has worked separately on an expedited basis with both CVC and Veritas to announce a firm intention to make an offer pursuant to Rule 2.7 of the Takeover Code. On 31 August 2026, Veritas and BidCo submitted a further improved proposal to the Board of Bodycote and indicated that BidCo is in a position to announce a firm intention to make an offer at an Offer Value of 940 pence per Bodycote Share.

Considerations in respect of the terms of the Acquisition by Veritas

The Board of Bodycote remains confident in its ability to deliver sustained value creation for shareholders. However, the Bodycote Directors believe that the Offer Value represents an attractive opportunity for Bodycote Shareholders to realise an immediate and certain cash value for their investment relative to the macro-economic and end market risks inherent in the execution of Bodycote's strategy over the medium to longer-term.

In considering the financial terms of the Acquisition and determining whether they reflect an appropriate valuation of Bodycote and its future prospects, the Board of Bodycote took into account a number of factors including that:

- the Acquisition will provide an opportunity for Bodycote Shareholders to realise, in cash, immediate value from delivery of the standalone strategy on an accelerated basis;
- the certainty of the Acquisition should be weighed against the inherent uncertainty of delivering future value in the business, in particular given ongoing geopolitical and macroeconomic uncertainty and continued weakness in a number of Bodycote's end markets, in particular automotive and industrial markets;
- the Offer Value of 940 pence per Bodycote Share represents an attractive premium of 37.5 per cent. to the volume-weighted average price of 683.4 pence per Bodycote Share for the three-month period ended 21 May 2026 (being the undisturbed period prior to Bodycote's announcement on 22 May 2026 in relation to a possible offer for Bodycote following press speculation), and 42.5 per cent. to the volume-weighted average price in the twelve-month period ended 21 May 2026; and
- the Offer Value currently represents the only firm and deliverable proposal available to the Board of Bodycote that is capable of announcement on a recommended basis under Rule 2.7 of the Takeover Code.

In addition to the financial terms, the Bodycote Directors have also taken into account Veritas' stated intentions for the business and all its stakeholders, including its employees and customers. The Bodycote Directors note that Veritas is a highly experienced investor with a long history of investing in industrial and services businesses globally.

Accordingly, following careful consideration of the financial terms of the Acquisition, and the above factors, the Bodycote Directors intend to unanimously recommend that Bodycote Shareholders vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting, as the Bodycote Directors who hold Bodycote Shares have irrevocably undertaken to do (or procure to be done) in respect of their own beneficial holdings.

The Board of Bodycote is focused on maximising value and delivering certainty to Bodycote Shareholders and Bodycote's broad stakeholder base.

5. Unanimous recommendation

The Bodycote Directors, who have been so advised by Barclays, Goldman Sachs, and Gleacher Shacklock as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing their advice to the Bodycote Directors, Barclays, Goldman Sachs, and Gleacher Shacklock have taken into account the commercial assessments of the Bodycote Directors. Gleacher Shacklock is providing independent financial advice to the Bodycote Directors for the purposes of Rule 3 of the Takeover Code.

Accordingly, the Bodycote Directors intend unanimously to recommend that Bodycote Shareholders vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting, as the Bodycote Directors who hold Bodycote Shares have irrevocably undertaken to do (or procure to be done) in respect of their own beneficial holdings comprising 252,480 Bodycote Shares representing approximately 0.15 per cent. of the issued share capital of Bodycote as at the Latest Practicable Date.

6. Irrevocable undertakings

As described in paragraphs 4 and 5 above, BidCo has received irrevocable undertakings to vote (or, where applicable, procure voting) in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by a Takeover Offer, to accept or procure acceptance of such Takeover Offer) from all Bodycote Directors who hold Bodycote Shares, in respect of their own legal and/or beneficial holdings which are under their control.

Such irrevocable undertakings from Bodycote Directors relate to 252,480 Bodycote Shares (representing approximately 0.15 per cent. of the issued ordinary share capital of Bodycote as at the Latest Practicable Date), as well as any further Bodycote Shares of which they may become the legal or beneficial holder (whether as a result of the exercise of options or vesting of awards under the Bodycote Share Plans or otherwise).

Further details of these irrevocable undertakings, including the circumstances in which they cease to be binding, are set out in Appendix 3.

7. Information on BidCo and Veritas

BidCo is a private limited company incorporated for the purposes of the Acquisition. BidCo is indirectly wholly-owned by funds and investment vehicles managed or controlled by Veritas. BidCo has not traded since its date of incorporation, nor has it entered into any obligations other than in connection with the Acquisition and the financing arrangements referred to in paragraph 10.

Veritas is a New York-based private investment firm, founded in 1992, with a strong track record of supporting the growth and development of its portfolio companies through investment in their capabilities and the pursuit of organic and inorganic growth opportunities. Veritas invests in companies that provide specialist products, services and software, with a particular focus on complex, highly regulated sectors, including aerospace and defence, national security, infrastructure and other government-influenced markets.

As at 30 June 2026, Veritas had approximately $54 billion of assets under management.

8. Information on Bodycote

Bodycote is the world's largest provider of heat treatment and specialist thermal processing. Using innovative combinations of heat, pressure and surface technologies, Bodycote enhances the performance of metals and alloys, making critical components stronger, more durable and more reliable. Bodycote has approximately 130 operational sites across 22 countries, with an average of 4,127 employees during financial year for 2025. Bodycote serves global customers across aerospace and defence, automotive, energy, industrial markets, and consumer, medical and other end markets.

Bodycote operates through two principal divisions: Specialist Technologies, which comprises advanced and highly differentiated processes including Hot Isostatic Pressing, Speciality Stainless Steel Processes and Surface Technology; and Precision Heat Treatment, which involves the controlled heating and cooling of metals to optimise mechanical, chemical and metallurgical properties for high-performance components.

For the full year ended 31 December 2025, Bodycote achieved total revenue of £727.1 million and adjusted EBITDA of £184.7 million.

Bodycote's performance in H1 2026 was in line with management's expectations. Please see further details on Bodycote's Interim Results Outlook Statement in Appendix 4.

9. Intentions of BidCo

Strategic Plans and Intentions

BidCo's strategic plans for Bodycote and the Bodycote Group

As set out in paragraph 3 (Background to and reasons for the Acquisition), BidCo believes that the Acquisition represents an attractive opportunity to acquire a leading global provider of metal technology solutions, with differentiated technical capabilities, deep material science expertise, a global network, and long-standing customer relationships across attractive end markets. BidCo believes these characteristics, combined with Bodycote's structural exposure to long-cycle sectors such as aerospace and defence, provides a strong foundation for long-term value creation under private ownership.

BidCo's investment approach centres on partnering with management teams to unlock the full potential of the high-quality businesses in which it invests. Veritas has an established history of investing in, supporting and improving highly engineered aerospace and defence, and performance industrial technology companies and BidCo intends to apply this investment approach to Bodycote.

Prior to this Announcement and, consistent with market practice, BidCo has been granted access to Bodycote's senior management for the purposes of confirmatory due diligence. This has enabled BidCo to develop a preliminary strategy for Bodycote that is similar to Bodycote's current strategy. BidCo intends to support continued growth through increased strategic investment in the business, particularly within areas of the portfolio operating in growing end-markets. BidCo intends to build on Bodycote's heritage of performance, quality, and innovation by investing in customer relationships, customer performance, and leading technical capabilities. BidCo is also able to provide greater financial resources and access to long-term capital to support a more active M&A strategy going forward. Additionally, BidCo intends to support ongoing management actions to optimise Bodycote's global network and enhance the business' focus on mission critical end-markets through exiting non-core sites, in line with its existing Optimise strategy. Irrespective of potential future network evolution, BidCo intends for Bodycote to deliver exceptional performance to its loyal and valued customer base across each site within its global network.

Following completion of the Acquisition, BidCo intends to work with the Bodycote management team to undertake a detailed evaluation of Bodycote's strategy, business portfolio, investment priorities and business plan (the "**Business Evaluation**") to identify levers to enhance and accelerate its strategy.

The Business Evaluation will include a review of the automotive and general industrial precision heat treatment businesses to consider whether parts of these businesses may be considered non-core to the aerospace, defence, power, and performance industrial-focused businesses of Bodycote and potential candidates for divestment. Any decision would take into account the views of all key stakeholders. No specific action or set of actions has been identified or agreed as at the date of this Announcement.

BidCo intends to complete the Business Evaluation within approximately 12 months of the Effective Date. The Business Evaluation will involve discussions with key stakeholders, including works councils (if and to the extent required by applicable law), and an assessment of the strategy, capital requirements, performance and potential of each of Bodycote's businesses.

Employees and management

BidCo attaches great importance to the skills and experience of Bodycote's management and employees, recognising the contributions they have made to Bodycote's achievements to date and the crucial role they will play in its continuing success. BidCo is looking forward to working with Bodycote's management and employees to support the future development of Bodycote and to ensure that it continues to thrive as a private company.

Separate from Bodycote management, it is intended that, with effect from the Effective Date and upon Bodycote becoming a private company, the non-executive directors of Bodycote will resign from office.

BidCo does not intend to make any material reduction in the headcount of the Bodycote Group, or any material change to the conditions of employment of the employees and management of the Bodycote Group. Once Bodycote ceases to be a listed company, BidCo anticipates that a limited number of functions associated with Bodycote's status as a publicly listed company will no longer be required in their current form, which will not result in a material reduction in the employee headcount of Bodycote. However, if any disposal occurs following the Business Evaluation, this could involve changes to Bodycote's business activities, places of business, numbers of employees, and fixed asset base, and could change the balance of skills and functions of the remaining employees and management. Following the Effective Date, BidCo intends to fully safeguard the existing contractual and statutory employment rights, including pension rights, of Bodycote management and employees in accordance with applicable law.

Other than as described above, BidCo does not intend to make any material change in the balance of skills and functions of the Bodycote Group's management and employees.

Incentive arrangements

BidCo attaches great importance to the skills, experience and expertise of the existing management and employees of the Bodycote Group save to the extent required in connection with any disposal following the Business Evaluation. BidCo has not entered into, and has not discussed any form of, incentivisation arrangements with members of Bodycote's management. BidCo intends to discuss the adoption of appropriate incentivisation arrangements for the Bodycote management team following completion of the Acquisition.

Pensions

BidCo recognises the importance of upholding Bodycote's pension obligations and ensuring that its pension schemes are appropriately funded in accordance with statutory requirements and the schemes' own governing documents.

Bodycote operates a defined benefit scheme in the UK (the "**UK DB Scheme**") which was closed to future accrual of benefits in April 2019. BidCo understands that the benefits of all members of the UK DB Scheme were bought-in with Pension Insurance Corporation during February 2026. BidCo also understands that additional employer contributions will be required by Bodycote to fund the remainder of the project to buy out individual members' benefits and conclude the winding-up of the UK DB Scheme (the "**UK DB Buy-out**"). BidCo supports Bodycote's plan to implement the UK DB Buy-out.

Bodycote also operates a defined contribution pension scheme in the UK to satisfy its statutory auto-enrolment obligations. In addition, Bodycote participates in several other pension schemes across various jurisdictions, including in Germany, Italy, Sweden, Switzerland and the Netherlands. BidCo does not intend to make any changes to Bodycote's current contribution arrangements to, or the benefits or eligibility criteria for, any of these pension schemes.

Headquarters, locations, fixed assets, and research and development

BidCo has no intention to effect any change in the locations of Bodycote's places of business, or to redeploy the fixed assets of the Bodycote Group. BidCo also has no intention to change the location of Bodycote's headquarters or headquarters functions, other than in respect of Bodycote's listed-company-related functions which will no longer be required upon Bodycote ceasing to operate as a publicly listed company.

BidCo understands the importance of research and development to Bodycote and its customers. BidCo plans to maintain Bodycote's commitment to prioritise research and development with customers to advance innovative solutions in metal technology.

Trading facilities

Bodycote Shares are currently listed on the Official List and admitted to trading on the Main Market of the London Stock Exchange.

As set out in paragraph 14, subject to the Acquisition becoming Effective, it is intended that requests will be made to the FCA to cancel the listing of the Bodycote Shares on the Official List and to the London Stock Exchange to cancel trading in Bodycote Shares on the London Stock Exchange's main market for listed securities. Following completion of the Acquisition, BidCo intends to re-register Bodycote as a private company.

Post-offer undertakings

No statement in this paragraph 9 constitutes or is intended to become a post-offer undertaking under Rule 19.5 of the Takeover Code.

10. Financing of the Acquisition

The Cash Consideration payable by BidCo to Bodycote Shareholders will be financed by a combination of: (i) equity financing provided by investment funds managed by Veritas, and (ii) committed debt financing provided under the Interim Facilities Agreement.

Lazard, in its capacity as the sole financial adviser to BidCo, is satisfied that sufficient resources are available to BidCo to enable it to satisfy in full the Cash Consideration payable to Bodycote Shareholders under the terms of the Acquisition.

Prior to the Effective Date, BidCo may put in place alternative financing arrangements to reduce or replace the amount of cash consideration to be funded through the facilities provided under the Interim Facilities Agreement. In this respect, BidCo has commitments from Bank of America, N.A., London Branch, Deutsche Bank AG, London Branch, UBS AG London Branch, Citibank, N.A., London Branch and Citicorp North America, Inc. for long term third-party debt which it expects to be finalised on or prior to the Effective Date, a portion of which would be used to reduce or replace the amount of the cash consideration to be funded through the facilities provided under the Interim Facilities Agreement. In such circumstances, it would be necessary for Lazard, in its capacity as the sole financial adviser to BidCo, to be satisfied that sufficient resources were available to BidCo to satisfy in full the cash consideration payable to Bodycote Shareholders under the terms of the Acquisition.

Further information on the financing of the Acquisition will be set out in the Scheme Document.

11. Bodycote Share Plans

Participants in the Bodycote Share Plans will be contacted regarding the effect of the Acquisition on their awards under the Bodycote Share Plans and appropriate proposals will be made to such participants in due course where required.

Details of the impact of the Acquisition on each of the Bodycote Share Plans and any proposals will be set out in the Scheme Document or, as the case may be, the Offer Document, and in separate letters to be sent to participants in the Bodycote Share Plans.

12. Offer-related arrangements

Confidentiality Agreement

On 2 June 2026, Veritas and Bodycote entered into a confidentiality agreement in relation to the Acquisition (the "**Confidentiality Agreement**"), pursuant to which, amongst other things, Veritas gave undertakings to keep confidential certain information relating to Bodycote and/or to the Acquisition.

The Confidentiality Agreement also contains undertakings from Veritas that, for a period of 12 months from the date of the Confidentiality Agreement, Veritas shall not (and shall procure that its affiliates that have received confidential information in connection with the Acquisition will not) (i) solicit or entice away certain senior employees of Bodycote with whom Veritas or its affiliates first had contact in connection with the Acquisition or about whom confidential information was made available to Veritas in connection with the Acquisition or (ii) initiate or engage in discussions regarding the Acquisition with suppliers and customers of Bodycote or its affiliates without Bodycote's prior written consent (in each case, subject to customary carve-outs).

Veritas has also agreed to customary standstill arrangements that restricted Veritas' ability, amongst other things, to acquire interests in Bodycote Shares. However, these standstill restrictions ceased to apply upon release of this Announcement.

Co-operation Agreement

On the date of this Announcement, BidCo and Bodycote entered into a co-operation agreement in relation to the Acquisition (the "**Co-operation Agreement**"), pursuant to which, amongst other things: (i) BidCo has agreed to use all reasonable efforts as required by Rule 13.2 of the Takeover Code to obtain the regulatory clearances and approvals necessary to satisfy the Conditions 3(a) to 3(m) (inclusive) in Part A of Appendix 1 to this Announcement; (ii) Bodycote and BidCo have agreed to provide each other with information and assistance in relation to the filings, submissions and notifications to be made in relation to such regulatory clearances and approvals; (iii) BidCo has agreed to provide Bodycote with certain information, assistance and access required for the preparation of the Scheme Document; (iv) BidCo agreed to certain undertakings if it implements the Acquisition as a Takeover Offer; and (v) Bodycote and BidCo agreed to certain provisions with respect to the Bodycote Share Plans and other employee-related matters.

The Co-operation Agreement may be terminated in certain circumstances, including:

- if such termination is agreed in writing between BidCo and Bodycote;
- upon written notice from BidCo to Bodycote, if the Bodycote Directors change their unanimous recommendation of the Acquisition or if a competing proposal completes, becomes effective or is declared or becomes unconditional;
- upon written notice from Bodycote to BidCo on the expiry of 10 Business Days following an announcement by Bodycote that the Bodycote Directors have withdrawn their unanimous board recommendation without BidCo's prior consent, unless prior to the expiry of such period, Bodycote has notified BidCo in writing that it reconfirms its unanimous recommendation of the Acquisition;
- upon the Effective Date; or
- if the Acquisition (whether implemented by way of the Scheme or Takeover Offer, as the case may be) is withdrawn, lapses or terminates on or prior to the Long Stop Date, except where such withdrawal, lapse or termination (i) is as a result BidCo's switch to a Takeover Offer or (ii) is to be followed, within 5 Business Days (or such other date as agreed in writing between BidCo and Bodycote), by an announcement under Rule 2.7 of the Takeover Code by BidCo (or any person acting in concert with it) to implement the Acquisition by a different offer or scheme, at a cash price per

Bodycote Share no less than that stated in this Announcement, unless otherwise agreed in writing between BidCo and Bodycote.

The foregoing summary of the Co-operation Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the text of the Co-operation Agreement, which is available for inspection as described in paragraph 17 below.

13. Structure of and Conditions to the Acquisition

It is intended that the Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement between Bodycote and Scheme Shareholders under Part 26 of the Companies Act (although BidCo reserves the right to effect the Acquisition by way of a Takeover Offer, subject to the consent of the Panel and the terms of the Co-operation Agreement). The purpose of the Scheme is to provide for BidCo to become the holder of the entire issued and to be issued ordinary share capital of Bodycote.

The Acquisition is subject to the Conditions and certain further terms referred to in Appendix 1 to this Announcement and to the full terms and conditions to be set out in the Scheme Document. In particular, the Scheme will only become Effective if, among other things, the following events occur on or before the Long Stop Date:

- a resolution to approve the Scheme is passed by a majority in number of the Scheme Shareholders (or relevant classes thereof) present and voting (and entitled to vote) at the Court Meeting, and any separate class meeting(s) which may be required by the Court, either in person or by proxy, representing at least 75 per cent. in value of the Scheme Shares voted by those Scheme Shareholders (or relevant classes thereof);
- the Resolutions required to facilitate the implementation of the Scheme being duly passed by Bodycote Shareholders at the General Meeting representing at least 75 per cent. of the votes validly cast on such Resolutions, either in person or by proxy;
- following the Court Meeting and the General Meeting, the Scheme is sanctioned by the Court (without modification, or with modification on terms agreed by BidCo and Bodycote);
- following such sanction by the Court, a copy of the Court Order is delivered to the Registrar of Companies; and
- certain competition and regulatory approvals as detailed in Appendix 1 to this Announcement are obtained (or waived, as applicable).

The Scheme shall lapse if:

- the Court Meeting and the General Meeting are not held on or before the 22nd day after the expected date of the Court Meeting and the General Meeting to be set out in the Scheme Document (or such later date, if any, as (i) BidCo and Bodycote may agree or (ii) (in a competitive situation) as may be specified by BidCo with the consent of the Panel, and in each case that, if so required, the Court may allow);
- the Sanction Hearing is not held by the 22nd day after the expected date of such hearing to be set out in the Scheme Document in due course (or such later date, if any as (i) BidCo and Bodycote may agree or (ii) (in a competitive situation) as may

be specified by BidCo with the consent of the Panel, and in each case that, if so required, the Court may allow); or

- the Scheme does not become Effective by no later than 11.59 p.m. on the Long Stop Date,

provided, however, that the deadlines for the timing of the Court Meeting, the General Meeting and the Sanction Hearing as set out above may be waived by BidCo.

Upon the Scheme becoming Effective: (i) it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting (and if they attended and voted, whether or not they voted in favour of the resolutions proposed at those meetings); (ii) entitlements to Bodycote Shares held within the CREST system will be cancelled and such entitlements rematerialised; and (iii) share certificates in respect of Bodycote Shares will cease to be valid.

The Cash Consideration payable under the Scheme will be dispatched to Bodycote Shareholders no later than 14 days after the Effective Date.

Any Bodycote Shares issued before the Scheme Record Time will be subject to the terms of the Scheme. The Resolutions to be proposed at the General Meeting will, amongst other matters, provide that the Bodycote Articles be amended to incorporate provisions requiring any Bodycote Shares issued after the Scheme Record Time (other than to BidCo and/or its nominees) to be automatically transferred to BidCo and consideration to be paid to the original recipient of the Bodycote Shares so issued, on the same terms as the Acquisition (other than terms as to timings and formalities). The provisions of the Bodycote Articles (as amended) will avoid any person (other than BidCo and its nominees) holding shares in the capital of Bodycote after the Effective Date.

The Scheme will be governed by the laws of England and Wales and will be subject to the jurisdiction of the courts of England and Wales. The Scheme will be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the UK Listing Rules, the FCA and the Registrar of Companies.

The Scheme Document will set out further details of the Scheme, including expected times and dates for each of the Court Meeting, the General Meeting and the Sanction Hearing, together with notices of the Meetings and with the associated Forms of Proxy. The Scheme Document will be despatched to Bodycote Shareholders within 28 days of this Announcement (or such later time as Bodycote, BidCo and the Panel may agree). The Court Meeting and the General Meeting will be held as soon as practicable thereafter.

14. Cancellation of listing of Bodycote Shares

Before the Scheme becoming Effective, it is intended that applications will be made to: (i) the London Stock Exchange to cancel the admission to trading in Bodycote Shares on the Main Market, and (ii) to the FCA to cancel the listing of the Bodycote Shares on the Official List, in each case with effect from or shortly following the Effective Date. The last day of dealings in, and registration of transfers of, Bodycote Shares on the London Stock Exchange is expected to be the Business Day immediately prior to the Effective Date.

Upon the Scheme becoming Effective, Bodycote will become a wholly-owned subsidiary of BidCo and share certificates in respect of Bodycote Shares will cease to be valid and entitlements to Bodycote Shares held within the CREST system will be cancelled.

It is also intended that, following the Effective Date, Bodycote will be re-registered as a private limited company under the relevant provisions of the Companies Act.

15. Disclosure of interests in Bodycote securities

Except for the irrevocable undertakings referred to in paragraph 6 above, as at the Latest Practicable Date, neither BidCo, nor any director of BidCo, nor, so far as BidCo is aware, any person acting in concert (within the meaning of the Takeover Code) with BidCo for the purposes of the Acquisition had:

- any interest in or right to subscribe for any relevant securities of Bodycote;
- any short positions in respect of relevant securities of Bodycote (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery of any such securities;
- borrowed or lent any relevant securities of Bodycote (including, for these purposes, any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code) or entered into any financial collateral arrangements relating to such securities, save for any borrowed relevant securities of Bodycote which had been either on-lent or sold; and/or
- entered into any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Takeover Code in relation to any relevant securities of Bodycote.

"**interests in securities**" for these purposes and within the meaning of the Takeover Code arise, in summary, when a person has long economic exposure, whether absolute or conditional, to changes in the price of securities (and a person who only has a short position in securities is not treated as interested in those securities). Notwithstanding the above, a person will be treated as having an 'interest' by virtue of the ownership, voting rights or control of securities, or by virtue of any agreement to purchase, option in respect of, or derivative referenced to, securities.

16. Consents

Each of Lazard, Goldman Sachs, Barclays, Gleacher Shacklock and Jefferies has given and not withdrawn its written consent to the publication of this Announcement with the inclusion of the references to its name in the form and context in which they appear.

17. Documents available on website

Copies of the following documents will be available promptly via a link on Bodycote's website at www.bodycote.com/investors and BidCo's website at https://veritasdocument.com/, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, and in any event by no later than noon on the Business Day following the date of this Announcement until the end of the Acquisition:

- this Announcement;
- the irrevocable undertakings referred to in paragraph 6 above and summarised in Appendix 3 to this Announcement;
- the Confidentiality Agreement referred to in paragraph 12 above;

- the Co-operation Agreement referred to in paragraph 12 above;
- the documents relating to the financing of the Acquisition, including the Interim Facilities Agreement; and
- the written consent letter from each of Lazard, Goldman Sachs, Barclays, Gleacher Shacklock and Jefferies as referred to in paragraph 16 above.

18. General

BidCo reserves the right, with the consent of the Panel, and subject to the terms of the Co-operation Agreement, to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on the same terms or, if BidCo so decides, on such other terms being no less favourable (subject to appropriate amendments), so far as applicable, as those which would apply to the Scheme and subject to the amendment referred to in Appendix 1.

If the Acquisition is implemented as a Takeover Offer, upon sufficient acceptances being received in respect of such Takeover Offer, BidCo intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act so as to compulsorily acquire the remaining Bodycote Shares in respect of which the Takeover Offer has not been accepted.

The Acquisition will be on the terms and subject to the Conditions set out in Appendix 1 to this Announcement, and the full terms and conditions will be set out in the Scheme Document. The bases and sources of certain information contained in this Announcement are set out in Appendix 2 to this Announcement. A summary of the irrevocable undertakings given in relation to the Acquisition is contained in Appendix 3 to this Announcement. Appendix 4 contains a confirmation from the Bodycote Directors in respect of Bodycote's Interim Results Outlook Statement. Certain terms and expressions used in this Announcement are defined in Appendix 5 to this Announcement.

The Scheme Document will be despatched to Bodycote Shareholders within 28 days of this Announcement (or such later time as Bodycote, BidCo and the Panel may agree). The Court Meeting and the General Meeting will be held as soon as practicable thereafter. In deciding whether or not to vote or procure votes to approve the Scheme at the Court Meeting or to vote or procure votes in favour of the Resolutions relating to the Scheme at the General Meeting in respect of their Bodycote Shares, Bodycote Shareholders should rely on the information contained, and follow the procedures described, in the Scheme Document.

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Gibson, Dunn & Crutcher UK LLP is acting as legal adviser to Veritas and BidCo.

Herbert Smith Freehills Kramer LLP is acting as legal adviser to Bodycote.

Inside information

This announcement contains inside information as defined in the UK version of the Market Abuse Regulation (EU) No.596/2014, which is part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018. Upon the publication of this announcement via a Regulatory Information Service, such inside information will be considered to be in the public domain. The person responsible for arranging the release of this announcement on behalf of Bodycote is *Alison Broughton.*

Disclaimers

*Lazard & Co., Limited ("**Lazard**"), which is authorised and regulated in the UK by the Financial Conduct Authority ("**FCA**"), is acting exclusively as financial adviser to Veritas and BidCo and no one else in connection with the Acquisition and will not be responsible to anyone other than BidCo and Veritas for providing the protections afforded to clients of Lazard nor for providing advice in relation to the Acquisition or any other matters referred to in this Announcement. Neither Lazard nor any of its affiliates (nor any of their respective directors, officers, employees or agents), owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard in connection with the Acquisition, this Announcement, any statement contained herein or otherwise.*

*Barclays Bank PLC, acting through its Investment Bank ("**Barclays**"), which is authorised by the PRA and regulated in the UK by the FCA and the PRA, is acting exclusively as lead financial adviser to Bodycote and for no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than Bodycote for providing the protections afforded to clients of Barclays, nor for providing advice in relation to the matters referred to in this Announcement. In accordance with the Takeover Code, normal United Kingdom market practice and Rule 14e-5(b) of the U.S. Securities Exchange Act of 1934, as amended, Barclays and its affiliates will continue to act as exempt principal trader in Bodycote securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Takeover Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com. This information will also be publicly disclosed in the United States to the extent that such information is made public in the United Kingdom.*

*Goldman Sachs International ("**Goldman Sachs**"), which is authorised by the Prudential Regulation Authority ("**PRA**") and regulated by the FCA and the PRA in the UK, is acting exclusively as lead financial adviser to Bodycote and for no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than Bodycote for providing the protections afforded to clients of Goldman Sachs, or for providing advice in relation to the matters referred to in this Announcement.*

*Jefferies International Limited ("**Jefferies**"), which is authorised and regulated by the FCA in the UK, is acting exclusively as financial adviser and corporate broker to Bodycote and no one else in connection with the matters described in this Announcement and will not regard any other person as its client in relation to the matters in this Announcement and will not be responsible to anyone other than Bodycote for providing the protections afforded to clients of Jefferies nor for providing advice in relation to any matter referred to in this Announcement. Neither Jefferies nor any of its affiliates (nor their respective directors, officers, employees or* *agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Jefferies in connection with this Announcement, any statement contained herein or otherwise.*

*Gleacher Shacklock LLP ("**Gleacher Shacklock**"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively as financial adviser to Bodycote and for no one else in connection with the matters described in this Announcement and will not be responsible to anyone other than Bodycote for providing the protections afforded to clients of Gleacher Shacklock nor for providing advice in connection with any matter referred to herein. Neither Gleacher Shacklock nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person other than Bodycote in connection with this Announcement, any statement contained herein, the Acquisition or otherwise*.

Further information

This Announcement is for information purposes only and is not intended to, and does not, constitute or form part of any offer or inducement to sell or an invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or a solicitation of an offer to buy any securities, any vote or approval in any jurisdiction pursuant to the Acquisition or otherwise, nor shall there be any purchase, sale, issuance or exchange of securities or such solicitation in any jurisdiction in which such offer, solicitation, sale, issuance or exchange is unlawful. This Announcement does not constitute a prospectus, prospectus equivalent document or an exempted document.

The Acquisition will be made solely by means of the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Offer Document), which, together with Forms of Proxy, will contain the full terms and conditions of the Acquisition, including details of how to vote in respect of the Acquisition. Any decision in respect of, or other response to, the Acquisition should be made only on the basis of the information in the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Offer Document).

This Announcement has been prepared in connection with proposals in relation to a scheme of arrangement pursuant to and for the purpose of complying with English law and the Takeover Code and information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside England. Nothing in this Announcement should be relied on for any other purpose.

Bodycote will prepare the Scheme Document to be distributed to Bodycote Shareholders. Bodycote and Veritas urge Bodycote Shareholders to read the Scheme Document when it becomes available because it will contain important information relating to the Acquisition.

Overseas jurisdictions

This Announcement has been prepared in accordance with and for the purpose of complying with the laws of England and Wales, the Takeover Code, the UK Listing Rules, the Market Abuse Regulation (EU) No. 596/2014 (which is part of UK law by virtue of the European Union (Withdrawal) Act 2018) and the Disclosure Guidance and Transparency Rules. Information *disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside England and Wales.*

The release, publication or distribution of this Announcement in or into certain jurisdictions other than the UK may be restricted by law and therefore any persons into whose possession this Announcement comes should inform themselves of, and observe, such restrictions. Further details in relation to Overseas Shareholders will be contained in the Scheme Document. In particular, the ability of persons who are not resident in the UK to vote their Scheme Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by BidCo or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition shall not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Scheme by any such means from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Announcement and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Announcement and all documents relating to the Acquisition (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws in that jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition.

If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law and regulation), the Takeover Offer may not be made directly or indirectly, in, into or from, or by the use of mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction.

The availability of the Acquisition to Bodycote Shareholders who are not resident in the UK may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the UK should inform themselves of, and observe, any applicable requirements. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

The Acquisition shall be subject to English law, the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the FCA, the UK Listing Rules and the Registrar of Companies.

Additional information for US investors in Bodycote

*Bodycote Shareholders in the United States ("**US Shareholders**") should note that the Acquisition relates to the shares of an English company with a listing on the Main Market of* *the London Stock Exchange and is proposed to be effected by means of a scheme of arrangement under English law. This Announcement, the Scheme Document and certain other documents relating to the Acquisition have been or will be prepared in accordance with English law, the Takeover Code and UK disclosure requirements, format and style, all of which differ from those in the United States.*

A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Acquisition is subject to the disclosure requirements of and practices applicable in the UK to schemes of arrangement, which differ from the disclosure requirements of the United States tender offer and proxy solicitation rules. If, in the future, BidCo exercises the right to implement the Acquisition by way of a Takeover Offer and determines to extend the offer into the United States, the Acquisition will be made in compliance with applicable United States laws and regulations, including, to the extent applicable, the relevant rules under section 14(e) of the US Exchange Act and regulation 14E thereunder and in accordance with the Takeover Code.

Bodycote's financial statements, and all financial information that is included in this Announcement, the Scheme Document or any other documents relating to the Acquisition, have been or will be prepared in accordance with IFRS and may not be comparable to financial statements of companies in the United States or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles.

The receipt of cash pursuant to the Acquisition by a US Shareholder as consideration for the transfer of its Bodycote Shares pursuant to the Scheme may be a taxable transaction for United States federal income tax purposes and under applicable United States state and local, as well as foreign and other, tax laws. Each Bodycote Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Acquisition applicable to them.

It may be difficult for US Shareholders to enforce their rights and claims arising out of the US federal securities laws in connection with the Acquisition, since BidCo and Bodycote are located in countries other than the US, and some or all of their officers and directors may be residents of countries other than the US. US Shareholders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.

In accordance with the Takeover Code, normal UK practice and consistent with Rule 14e-5(b) of the US Exchange Act, (to the extent applicable) BidCo, certain affiliated companies and their nominees or brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, shares in Bodycote outside of the US, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes Effective, lapses or is otherwise withdrawn. If such purchases or arrangements to purchase were to be made they would occur either in the open market at prevailing prices or in private transactions at negotiated prices and comply with applicable law, including the US Exchange Act. Any information about such purchases or arrangements to purchase will be disclosed as required in the UK, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com.

Neither the United States Securities and Exchange Commission nor any US state securities commission has approved or disapproved the Acquisition, passed upon the merits or fairness *of the Acquisition or passed any opinion upon the accuracy, adequacy or completeness of this Announcement (nor will it do so in respect of the Scheme Document). Any representation to the contrary is a criminal offence in the United States.*

Forward-looking statements

This Announcement (including information incorporated by reference in this Announcement), oral statements made regarding the Acquisition, and other information published by BidCo, Veritas, Bodycote, any member of the Wider BidCo Group or any member of the Wider Bodycote Group may contain statements which are, or may be deemed to be, "forward-looking statements". Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.

The forward-looking statements contained in this Announcement include statements relating to the expected effects of the Acquisition on BidCo, Veritas, Bodycote, any member of the Wider BidCo Group or any member of the Wider Bodycote Group (including their future prospects, developments and strategies), the expected timing and scope of the Acquisition and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as "prepares", "plans", "expects" or "does not expect", "is expected", "is subject to", "budget", "projects", "synergy", "strategy", "scheduled", "goal", "estimates", "forecasts", "intends", "cost-saving", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "should", "would", "might" or "will" be taken, occur or be achieved.

Forward-looking statements may include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of BidCo's, Veritas', Bodycote's, any member of the Wider BidCo Group's or any member of the Wider Bodycote Group's operations and potential synergies resulting from the Acquisition; and (iii) the effects of global economic conditions and governmental regulation on BidCo's, Veritas', Bodycote's, any member of the Wider BidCo Group's or any member of the Wider Bodycote Group's business.

Although BidCo and Bodycote believe that the expectations reflected in such forward-looking statements are reasonable, BidCo, Veritas, Bodycote, the Wider BidCo Group and the Wider Bodycote Group can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements.

These factors include, but are not limited to: the ability to complete the Acquisition; the ability to obtain requisite regulatory and shareholder approvals and the satisfaction of other Conditions on the proposed terms and schedule; changes in the global political, economic, business and competitive environments and in market and regulatory forces; changes in future exchange and interest rates; changes in tax rates; future business combinations or disposals; changes in general economic and business conditions; changes in the behaviour of other market participants; the anticipated benefits from the proposed transaction not being realised *as a result of changes in general economic and market conditions in the countries in which BidCo, Veritas, Bodycote, the Wider BidCo Group and/or the Wider Bodycote Group operate; weak, volatile or illiquid capital and/or credit markets; changes in the degree of competition in the geographic and business areas in which BidCo, Veritas, Bodycote, the Wider BidCo Group and/or the Wider Bodycote Group operate; and changes in laws or in supervisory expectations or requirements.*

Other unknown or unpredictable factors could cause actual results to differ materially from those expected, estimated or projected in the forward-looking statements. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.

Neither BidCo, Veritas, Bodycote, the Wider BidCo Group nor the Wider Bodycote Group, nor any of their respective associates or directors, officers or advisers, provide any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Announcement will actually occur. Given these risks and uncertainties, potential investors are cautioned not to place any reliance on these forward-looking statements.

The forward-looking statements speak only at the date of this Announcement. All subsequent oral or written forward-looking statements attributable to any member of the BidCo Group or the Bodycote Group, or any of their respective associates, directors, officers, employees or advisers are expressly qualified in their entirety by the cautionary statements above.

Other than in accordance with their legal or regulatory obligations, neither BidCo, Veritas, Bodycote, the Wider BidCo Group nor the Wider Bodycote Group is under any obligation, and each such person expressly disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

No profit forecasts, estimates or quantified benefits statements

Except for the Interim Results Outlook Statement, no statement in this Announcement, or incorporated by reference in this Announcement, is intended as a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this Announcement should be interpreted to mean that earnings or earnings per share for Bodycote for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Bodycote.

Rounding

Certain figures included in this Announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Publication on website

A copy of this Announcement and the documents required to be published pursuant to Rule 26.1 of the Takeover Code will be available, free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions on Bodycote's website at www.bodycote.com/investors and BidCo's website at https://veritasdocument.com/ by no later than 12.00 p.m. on the Business Day following this Announcement. For the avoidance of *doubt, neither the content of Bodycote's website nor BidCo's website is incorporated into, or forms part of, this Announcement.*

Right to receive documents in hard copy form

Any person entitled to receive a copy of documents, announcements and information relating to the Acquisition is entitled to receive such documents in hard copy form free of charge. For persons who receive a copy of this Announcement in electronic form or via a website notification, a hard copy of this Announcement will not be sent unless so requested. A person may request that all future documents, announcements and information in relation to the Acquisition are sent to them in hard copy form.

In accordance with Rule 30.3 of the Takeover Code, Bodycote Shareholders, persons with information rights and participants in Bodycote Share Plans may request a hard copy of this announcement by: (i) telephoning Equiniti Limited on 0333 207 5951 (for UK calls) or +44 (0) 333 207 5951 (for calls outside the UK). Lines will be open from 8.30 a.m. to 5.30 p.m., Monday to Friday (excluding public holidays in England and Wales); or (ii) submitting a request in writing to Equiniti Limited, Highdown House, Yeoman Way, Worthing, West Sussex BN99 6DA, United Kingdom. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the UK will be charged at the applicable international rate. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes.

Please note the Shareholder Helpline cannot provide advice on the merits of the Acquisition or the Scheme nor give any financial, investment, legal or tax advice.

Information relating to Bodycote Shareholders

Please be aware that addresses, electronic addresses and certain information provided by Bodycote Shareholders, persons with information rights and other relevant persons for the receipt of communications from Bodycote may be provided to BidCo and Veritas during the Offer Period as required under Section 4 of Appendix 4 of the Takeover Code to comply with Rule 2.11(c) of the Takeover Code.

Disclosure requirements of the Takeover Code

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of: (i) the offeree company; and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of: (i) the offeree company; and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Switching

BidCo reserves the right to elect, with the consent of the Panel, and subject to the terms of the Co-operation Agreement, to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme. In such an event, the Takeover Offer will be implemented on the same terms or, if BidCo so decides, on such other terms being no less favourable (subject to appropriate amendments), so far as applicable, as those which would apply to the Scheme and subject to the amendment referred to in Appendix 1 to this Announcement.

Upon sufficient acceptances being received in respect of such Takeover Offer, BidCo intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act so as to acquire compulsorily the remaining Bodycote Shares in respect of which the Takeover Offer has not been accepted.

General

Investors should be aware that BidCo may purchase Bodycote Shares otherwise than under any Takeover Offer or the Scheme, including pursuant to privately negotiated purchases.

If you are in any doubt about the contents of this Announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor or independent financial adviser duly authorised under FSMA if you are resident in the UK or, if not, from another appropriate authorised independent financial adviser.

Rule 2.9

In accordance with Rule 2.9 of the Takeover Code, Bodycote confirms that as at the Latest Practicable Date, it has in issue 170,187,993 ordinary shares, each with one voting right and a value of 17 $^{3}/_{11}$ pence. Bodycote holds no ordinary shares in treasury. The International Securities Identification Number (ISIN) for Bodycote is GB00B3FLWH99 and the LEI is 213800V93QFW53NB7Y29.

APPENDIX 1

CONDITIONS TO AND FURTHER TERMS OF THE SCHEME AND THE ACQUISITION

Part A - Conditions to the Scheme and the Acquisition

Long Stop Date

1. The Acquisition will be conditional upon the Scheme becoming unconditional and becoming Effective, subject to the provisions of the Takeover Code, by no later than 11.59 p.m. on the Long Stop Date.

Scheme approval

2. The Scheme will be conditional upon:

(a)

(i) its approval by a majority in number of the Scheme Shareholders, present and voting (and entitled to vote), either in person or by proxy, at the Court Meeting (and at any separate class meeting which may be required by the Court if applicable) and who represent at least 75 per cent. in value of the Scheme Shares voted by those Scheme Shareholders (or the relevant class or classes thereof, if applicable); and

(ii) such Court Meeting (and any separate class meeting which may be required by the Court if applicable) being held on or before the 22nd day after the expected date of such Meeting to be set out in the Scheme Document in due course, or such later date: (a) as BidCo and Bodycote may agree, or (b) (in a competitive situation) as may be specified by BidCo with the consent of the Panel, and in each case that the Court may allow (if required);

(b)

(i) all Resolutions being duly passed by the requisite majority or majorities of Bodycote Shareholders at the General Meeting; and

(ii) such General Meeting being held on or before the 22nd day after the expected date of such Meeting to be set out in the Scheme Document in due course, or such later date: (a) as BidCo and Bodycote may agree, or (b) (in a competitive situation) as may be specified by BidCo with the consent of the Panel, and in each case that the Court may allow (if so required); and

(c)

(i) the sanction of the Scheme by the Court (with or without modification, but subject to any modification being on terms acceptable to Bodycote and BidCo) and the delivery of a copy of the Court Order to the Registrar of Companies; and

(ii) the Sanction Hearing being held on or before the 22nd day after the expected date of such hearing to be set out in the Scheme Document in due course, or such later date as: (a) BidCo and Bodycote may agree, or (b) (in a competitive situation) as may be specified by BidCo with the consent of the Panel, and in each case that the Court may allow (if so required).

3. In addition, subject as stated in Part B of this Appendix 1 below and to the requirements of the Panel, BidCo and Bodycote have agreed that the Acquisition will be conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless such Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

Official authorisations and regulatory clearances

Merger control

(a) United States

(i) insofar as the Acquisition constitutes a notifiable transaction under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 ("**HSR Act**"), as amended, and any rules and regulations made thereunder, all filings having been made and any applicable waiting period (and any extensions thereof), including any agreement with the Antitrust Division of the Department of Justice, the Federal Trade Commission, or any other Governmental Authority to delay the Effective Date having expired, lapsed or been terminated (with no agreement to be made with any Governmental Authority to extend the review period under the HSR Act without the mutual consent of the parties);

(b) European Union

(i) insofar as the Acquisition constitutes a concentration with a European Union dimension falling within the scope of Council Regulation (EC) 139/2004 (as amended) (the "**EUMR**") and:

1. the European Commission having taken a decision (or being deemed to have taken a decision under Article 10(6) of the EUMR) under Articles 6(1)(b), 6(2) or 8 of the EUMR declaring the Acquisition compatible with the internal market, unconditionally or with any Remedy; or

2. the European Commission having taken a decision (or being deemed to have taken a decision) to refer the whole or part of the Acquisition to the competent authorities of one or more EU Member States under Articles 4(4) or 9(3) of the EUMR; and (A) each such authority taking a decision with equivalent effect to that referred to in Condition 3(b)(i)(1) with respect to those parts of the Acquisition referred to it; and (B) the European Commission taking any of the decisions referred to in Condition 3(b)(i)(1) above with respect to any part of the Acquisition retained by it.

Foreign direct investment and national security

(c) United States

(i) insofar as the Acquisition is required to be notified to the Directorate of Defense Trade Controls of the US Department of State ("**DDTC**") pursuant to section 122.4(b) of the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130 ("**ITAR**"), all necessary notifications and filings have been made and all applicable waiting or notification periods have expired, lapsed or been terminated or waived as appropriate in each case in respect of the Acquisition;

(d) United Kingdom

(i) insofar as the Acquisition constitutes a notifiable transaction under the NSI Act, the requisite notification having been made and accepted under the NSI Act and either of the following having occurred:

1. confirmation having been received under section 14(8)(b)(ii) of the NSI Act that the Secretary of State will not take any further action in relation to the Acquisition; or

2. in the event that the Secretary of State issues a call-in notice in relation to the Acquisition pursuant to section 14(8)(b)(i) of the NSI Act:

   i. the parties receiving a final notification pursuant to section 26(1)(b) of the NSI Act containing confirmation that the Secretary of State will take no further action in relation to the call-in notice and the Acquisition under the NSI Act; or

   ii. the Secretary of State making a final order pursuant to section 26(1)(a) of the NSI Act (whose provisions comprise Remedies) in relation to the Acquisition, which does not prohibit the Acquisition or any interim step in the implementation of the Acquisition as the case may be, and any restrictions on completion of the Acquisition having been lifted; or

(ii) the Secretary of State rejecting the notification pursuant to section 14(6)(a) of the NSI Act on the basis that it does not meet the requirements of section 14 of the NSI Act insofar as it does not concern a "notifiable acquisition" as defined in section 6(2) of the NSI Act; or

(iii) the Secretary of State otherwise confirming that the Acquisition is not subject to mandatory notification under the NSI Act;

(e) Germany

(i) insofar as the Acquisition constitutes a notifiable transaction under sections 55 et seqq. of the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*, "**AWV**"), the requisite notification having been made and German foreign direct investment control clearance having been obtained in respect of the Acquisition, which shall be deemed to have occurred upon the earliest of:

1. the issuance of a certificate of non-objection (*Unbedenklichkeitsbescheinigung*) by the competent German Federal Ministry (currently and in the following referred to as the Federal Ministry for Economic Affairs and Energy (*Bundesministerium für Wirtschaft und Energie*, "**BMWE**")) pursuant to Section 58(1) of AWV;

2. the issuance of a clearance decision (*Freigabe*) by the BMWE pursuant to Section 58a AWV;

3. the issuance of a clearance decision (*Freigabe*) by the BMWE pursuant to Section 61 AWV;

4. the expiry of the applicable statutory review period under Section 14a(1) no. 1 of the German Foreign Trade and Payments Act (*Außenwirtschaftsgesetz*, "**AWG**") without the BMWE having initiated an in-depth review; or

5. following the initiation of an in-depth review, the expiry of the applicable statutory review period under Section 14a(1) no. 2 AWG without the BMWE having prohibited the Acquisition;

(ii) for the avoidance of doubt, the initiation of an in-depth review (*Eröffnung des Prüfverfahrens*) (also referred to as Phase II) shall not itself result in a failure of this Condition and the relevant approval process described above must be pursued without delay and must not be withdrawn without the explicit consent from Bodycote and Bidco until German foreign direct investment control clearance is obtained;

(iii) the relevant approval process shall be pursued diligently and without delay, all reasonable efforts (as defined in Clause 3.1 of the Co-operation Agreement) shall be made to advance the proceedings, and any requests from the BMWE shall be complied with promptly and without undue delay;

(iv) any clearance, approval or confirmation granted subject to Remedies shall constitute German foreign direct investment control clearance for the purposes of this Condition;

(f) France

(i) insofar as the Acquisition constitutes a notifiable transaction under articles L.151-3 and seq. and R.151-1 and seq. of the French Code Monétaire et Financier (the "**French Foreign Investment Laws**"), and the French Ministry of Economy (*Ministère de l'Économie, des Finances et de la Souveraineté industrielle et numérique*) having (whether during or following the initial 30 business day period or the additional examination (*examen complémentaire*) 45 business day period, in accordance with article R. 151-6 of the French Code *Monétaire et Financier*):

1. approved the Acquisition pursuant to the French Foreign Investment Laws, with or without Remedies related to such approval; or

2. confirmed by way of decision or written statement that no such approval is required pursuant to the French Foreign Investment Laws;

(g) Sweden

(i) insofar as the Acquisition constitutes a notifiable transaction under the Swedish FDI Act, a notification having been made to the Swedish FDI Authority pursuant to section 7 of the Swedish FDI Act in respect of the Acquisition, and the Swedish FDI Authority having:

1. issued a decision that the Acquisition does not fall within the scope of the Swedish FDI Act;

2. issued a decision that it will not take any further action in relation to the Acquisition; or

3. following a Phase II review of the Acquisition, authorised the Acquisition, with or without Remedies; or

4. otherwise confirmed that the Acquisition may proceed, including by a decision or declaration that:

   i. the Acquisition does not fall within its jurisdiction; or

   ii. a notification is not required;

(h) Italy

(i) insofar as a pre-filing or notification in respect of the Acquisition is made or required under the Golden Power Regulation, and any of the following having been obtained from the Golden Power Authority:

1. confirmation, whether following the submission of a pre-filing or a notification in respect of the Acquisition, that (A) the Acquisition falls within the scope of application of the Golden Power Regulation but the conditions for the exercise of the special powers thereunder are manifestly not met, or (B) the Acquisition is approved or otherwise permitted to proceed under the Golden Power Regulation, in each case either (i) without Remedies or similar measures and/or requirements or (ii) with Remedies;

2. confirmation, whether following the submission of a pre-filing or a notification in respect of the Acquisition, that the Acquisition does not fall within the scope of application of the Golden Power Regulation and is not subject to any notification requirement thereunder; or

3. the silent consent provided for under the Golden Power Regulation as a consequence of the expiry of the applicable review period, including any applicable suspension or extension thereof, without the adoption of an express decision;

(i) Finland

(i) insofar as the Acquisition constitutes or may constitute a notifiable transaction under section 4 and/or section 5 of the Finnish Act on the Screening of Foreign Corporate Acquisitions (172/2012, as amended) (the "**Finnish FDI Act**"), the requisite notification having been made to the Finnish Ministry of Economic Affairs and Employment (the "**MEAE**") and:

1. the MEAE having issued a decision that:

   i. the Acquisition does not fall within the scope of the Finnish FDI Act;

   ii. the Acquisition is authorised, including following a further examination by the MEAE in accordance with Section 5(4) of the Finnish FDI Act, with or without Remedies;

2. where the notification is made under section 5 of the Finnish FDI Act, the Acquisition being deemed to have been confirmed by operation of law as a result of: (a) the MEAE not having decided to proceed to further investigation of the Acquisition within six (6) weeks of receipt of the notification; or (b) the MEAE not having made a proposal to the plenary session of the Finnish Council of State (valtioneuvosto) to refer the matter to it for consideration within three (3) months of the MEAE's receipt of the information necessary to deal with the matter; or

3. where the MEAE has referred the matter to the Finnish Council of State (valtioneuvosto) pursuant to the Finnish FDI Act, the Finnish Council of State having confirmed the Acquisition, whether unconditionally or subject to Remedies;

(j) Belgium

(i) insofar as the Acquisition constitutes, or is deemed to constitute, a notifiable transaction within the meaning of Article 4 of the Belgian Cooperation Agreement of 30 November 2022 establishing a foreign direct investment screening mechanism (the "**Belgian FDI Cooperation Agreement**"), the requisite notification having been made and the Interfederal Screening Commission (the "**ISC**") having:

1. granted unconditional clearance (or being deemed to have granted by operation of the Belgian FDI Cooperation Agreement of 30 November 2022) after the assessment (Phase I) or screening (Phase II) procedure;

2. deemed clearance by expiry of the decision deadline; or

3. granted conditional clearance subject to Remedies after the screening (Phase II) procedure;

(k) The Netherlands

(i) insofar as the Acquisition constitutes a notifiable transaction under the Dutch Investments, Mergers and Acquisitions Security Screening Act (*Wet veiligheidstoets investeringen, fusies en overnames*, the "**Vifo**

Act"), the requisite notification having been made to the Dutch Minister of Economic Affairs (*Minister van Economische Zaken*, the "**Dutch Minister**"), acting through the Bureau for Investment Screening (*Bureau Toetsing Investeringen*, the "**BTI**"), and the Dutch Minister (or the BTI on behalf of the Dutch Minister) having:

1. confirmed that the Acquisition does not fall within the scope of the Vifo Act and is not subject to a notification obligation (*meldingsplicht*) thereunder pursuant to Section 2 or 3 Vifo Act;

2. announced, following notification (melding) of the Acquisition, that no review decision (*toetsingsbesluit*) is required pursuant to Section 12(1) Vifo Act;

3. issued a review decision (*toetsingsbesluit*) pursuant to Section 12(5) Vifo Act approving the Acquisition (whether unconditionally or subject to Remedies pursuant to Section 23 and/or Section 24 Vifo Act);

4. not announced, within the statutory time period applicable to the screening phase (*onderzoeksfase*) (including any extensions thereof), that a review decision (*toetsingsbesluit*) is required, pursuant to Section 12(4) Vifo Act; or

5. not prohibited (*verboden*) the Acquisition, after announcing that a review decision is required, within the statutory time period applicable to the review phase (*beoordelingsfase*) (including any extensions thereof), as a consequence of which the applicable waiting period expired and the Acquisition shall be deemed to have been approved, pursuant to Section 12(9) Vifo Act;

(l) Denmark

(i) insofar as the Acquisition constitutes a notifiable transaction under section 5 or 10 of the Danish Investment Screening Act, a notification having been made to the Danish Business Authority ("**DBA**") pursuant to the Danish Investment Screening Act in respect of the Acquisition, and the DBA (or the Minister) having issued a decision, following phase 1 or phase 2 screening that:

1. the Acquisition does not fall within the scope of the Danish Investment Screening Act;

2. the Acquisition is authorised without any Remedies to be complied with; or

3. the Acquisition is authorised with Remedies;

(m) if any Relevant Authority (i) initiates merger control or foreign direct investment proceedings ex officio, or (ii) requests one or more of the parties to make a merger control or foreign direct investment filing, then the approval or deemed approval of such Relevant Authority (or the prohibition on completing the Acquisition otherwise ceasing to apply) shall constitute a new Condition, unless the parties mutually agree to waive it;

Other Third Party Approvals

(n) the waiver (or non-exercise within any applicable time limits) by any Relevant Authority or any other body or person whatsoever in any jurisdiction (each a "**Third Party**") of any termination right, right of pre-emption, first refusal or similar right (which is material in the context of the Wider Bodycote Group taken as a whole or in the context of the Acquisition) arising as a result of or in connection with the Acquisition including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control or management of, Bodycote by BidCo or any member of the Wider BidCo Group;

(o) other than in relation to the approvals referred to in Conditions 3(a) to 3(l) (inclusive), all necessary notifications, filings or applications having been made in connection with the Acquisition and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Acquisition or the acquisition by any member of the Wider BidCo Group of any shares or other securities in, or control or management of, Bodycote and all Authorisations, which are necessary for or in respect of the Acquisition including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control or management of, Bodycote or any member of the Wider Bodycote Group by any member of the Wider BidCo Group having been obtained from all appropriate Third Parties or (without prejudice to the generality of the foregoing) from any person or bodies with whom any member of the Wider Bodycote Group or Wider BidCo Group has entered into contractual arrangements and all such Authorisations to carry on the business of any member of the Wider Bodycote Group having been obtained and remaining in full force and effect and all filings necessary for such purpose having been made and there being no notice or intimation of any intention to revoke, suspend, restrict, modify or not to renew any of the same at the time at which the Acquisition becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;

(p) other than in relation to the approvals referred to in Conditions 3(a) to 3(l) (inclusive), no Third Party having: (A) given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and, in each case, not having withdrawn the same), (B) having required any action to be taken or otherwise having done anything; (C) having cancelled, terminated, suspended, revoked or withdrawn (or giving notice in writing of (or taking any action or step that could reasonably be expected to result in) the cancellation, termination, suspension revocation or withdrawal of, and not having withdrawn the same) any licence, right, permit or permission; or (D) having enacted, made or proposed any statute, regulation, decision, order or change to published practice (and in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order, which in each case would or might reasonably be expected to:

(i) require, prevent or materially delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider BidCo Group or any member of the Wider Bodycote Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own, control or manage any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider BidCo Group or the Wider Bodycote Group in either case taken as a whole or in the context of the Acquisition;

(ii) require, prevent or materially delay a divestiture by any member of the Wider BidCo Group of any shares or other securities (or the equivalent) in any member of the Wider Bodycote Group or any member of the Wider BidCo Group, which is material in the context of the Wider BidCo Group or the Wider Bodycote Group in either case taken as a whole;

(iii) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider BidCo Group directly or indirectly to acquire, hold or to exercise effectively all or any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Bodycote Group or on the ability of any member of the Wider Bodycote Group or any member of the Wider BidCo Group directly or indirectly to hold or exercise effectively all or any rights of ownership in respect of shares or other securities (or the equivalent) in, or to exercise voting or management control over, any member of the Wider Bodycote Group;

(iv) otherwise materially adversely affect any or all of the business, assets, profits or prospects of any member of the Wider BidCo Group or of any member of the Wider Bodycote Group, in either case taken as a whole;

(v) make the Acquisition, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of Bodycote by any member of the Wider BidCo Group void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, prevent or restrain, restrict, prohibit, materially delay or otherwise materially interfere with the implementation of, or impose material additional conditions or obligations with respect to, or otherwise challenge, impede, interfere with or require material amendment of the Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, Bodycote by any member of the Wider BidCo Group;

(vi) other than pursuant to the implementation of the Scheme or, if applicable, sections 974 to 991 of the Companies Act, require any member of the Wider BidCo Group or the Wider Bodycote Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Bodycote Group or the Wider BidCo Group owned by any Third Party;

(vii) impose any limitation on or result in any delay in the ability of any member of the Wider BidCo Group or any member of the Wider Bodycote Group to conduct, integrate or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Wider BidCo Group and/or the Wider Bodycote Group in a manner which is materially adverse in the context of the Wider BidCo Group or the Wider Bodycote Group, in either case taken as a whole; or

(viii) result in any member of the Wider Bodycote Group or any member of the Wider BidCo Group ceasing to be able to carry on business under any name under which it presently does so to an extent which is material in the context of the Wider BidCo Group or the Wider Bodycote Group, in either case taken as a whole,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Acquisition or the acquisition or proposed acquisition of any Bodycote Shares having expired, lapsed or been terminated (as appropriate);

Certain matters arising as a result of any arrangement, agreement, etc.

(q) except as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which any member of the Wider Bodycote Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or subject or any event or circumstance which in each case, as a consequence of the Acquisition or the proposed acquisition or the acquisition by any member of the Wider BidCo Group of any shares or other securities (or equivalent) in Bodycote or because of a change in the control or management of any member of the Wider Bodycote Group or otherwise, could or might reasonably be expected to result in any of the following, in each case to an extent which is material in the context of the Wider Bodycote Group taken as a whole:

(i) any monies borrowed by, or any other indebtedness or liabilities, actual or contingent, of, or any grant available to, any member of the Wider Bodycote Group being or becoming repayable, or capable of being declared repayable, immediately or before its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;

(ii) other than in the ordinary course of business and consistent with past practice, the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interests of any member of the Wider Bodycote Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen) being enforced or becoming enforceable;

(iii) any such arrangement, agreement, lease, licence, franchise, permit or other instrument being or reasonably likely to become terminated or adversely modified or the rights, liabilities, obligations or interests of any member of the Wider Bodycote Group being terminated or adversely modified or affected or any obligation or liability arising or any action being taken or arising thereunder;

(iv) any asset or interest of any member being or failing to be disposed of or charged or ceasing to be available to any member or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Wider Bodycote Group otherwise than in the ordinary course of business;

(v) any liability of any member of the Wider Bodycote Group to make any severance, termination, bonus or other payment to any of its directors, or other officers other than in the ordinary course of business or as permitted in the Co-operation Agreement;

(vi) the rights, liabilities, obligations, interests or business of any member of the Wider Bodycote Group or any member of the Wider BidCo Group under any such arrangement, agreement, licence, franchise, permit, lease, instrument or other obligation or interests or business of any member of the Wider Bodycote Group or any member of the Wider BidCo Group in or with any other person or body or firm or company (or any arrangement or agreement relating to any such interests or business) being or likely to become terminated, or adversely modified or affected or any onerous obligation or liability arising or any action being taken thereunder;

(vii) any member of the Wider Bodycote Group ceasing to be able to carry on business under any name under which it presently carries on business;

(viii) the value of, or the financial or trading position or prospects of, any member of the Wider Bodycote Group being prejudiced or adversely affected;

(ix) the creation or acceleration of any liability (whether actual or contingent) by any member of the Wider Bodycote Group other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Acquisition;

(x) save in connection with the Bodycote Share Plans, any requirement on any such member to acquire, subscribe, pay up or repay any shares or other securities (or the equivalent),

and no event having occurred which, under any provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument or other obligation or interest or business of or to which any member of the Wider Bodycote Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or might result in any of the events or circumstances as are referred to in this Condition 3(q).

Certain events occurring since Last Accounts Date

(r) except as Disclosed, no member of the Wider Bodycote Group having since the Last Accounts Date:

(i) issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue, of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Bodycote Shares out of treasury (except, where relevant, as between Bodycote and wholly-owned subsidiaries of Bodycote or between the wholly-owned subsidiaries of Bodycote or pursuant to the grant of employee share options and awards under the Bodycote Share Plans and the issue or transfer out of treasury of Bodycote Shares on the exercise of employee share options or vesting of employee share awards under the Bodycote Share Plans);

(ii) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution (whether payable in cash or otherwise) other than: (i) dividends (or other distributions whether payable in cash or otherwise) lawfully paid or made by any wholly-owned subsidiary of Bodycote to Bodycote or any of its wholly-owned subsidiaries, or (ii) the Permitted Dividend;

(iii) other than pursuant to the Acquisition (and except for transactions between Bodycote and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Bodycote) implemented, effected, authorised or proposed or announced its intention to implement, effect, authorise or propose any merger, demerger, reconstruction, amalgamation, scheme, commitment or acquisition, offer or disposal of assets or shares or loan capital (or the equivalent thereof) in any undertaking or undertakings, in each case to an extent which is material in the context of the Wider Bodycote Group taken as a whole;

(iv) (except for transactions between Bodycote and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Bodycote), disposed of, or transferred, mortgaged or created any security interest over any asset or any right, title or interest in any asset or authorised, proposed or announced any intention to do so to an extent which, in each case, is material in the context of the Wider Bodycote Group taken as a whole;

(v) (except for transactions between Bodycote and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Bodycote), issued, authorised or proposed or announced an intention to authorise or propose, the issue of, or made any change in or to the terms of, any debentures or become subject to any contingent liability or incurred or increased any indebtedness to an extent which, in each case, is material in the context of the Wider Bodycote Group taken as a whole;

(vi) entered into any licence or other disposal of, or any encumbrance over, intellectual property rights of any member of the Wider Bodycote Group which is material in the context of the Wider Bodycote Group taken as a whole and outside the normal course of business;

(vii) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, unusual or onerous nature or magnitude or which is or which involves or could reasonably be expected to involve an obligation of a nature or magnitude which in any such case is or is expected to be restrictive on the business of any member of the Wider Bodycote Group to an extent which, in each case, is material in the context of the Wider Bodycote Group taken as a whole;

(viii) entered into or varied or authorised, proposed or announced its intentions to enter into vary the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of any contract, service agreement, commitment or arrangement with any director or senior executive of any member of the Wider Bodycote Group;

(ix) other than as contemplated by the Co-operation Agreement, proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit (including for the avoidance of doubt and without limitation the Bodycote Share Plans) constituting a material change relating to the employment or termination of employment of any employee of the Wider Bodycote Group, save for salary increases, bonuses or variations of terms in the ordinary course;

(x) other than pursuant to the share buyback programme announced by Bodycote on 11 March 2026, purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, except in respect of the matters mentioned in sub-paragraph (i) above, made any other material change to any part of its share capital;

(xi) (except for claims between Bodycote and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Bodycote), waived, compromised or settled any claim otherwise than of an immaterial amount or in the ordinary course of business;

(xii) terminated or varied the terms of any agreement or arrangement between any member of the Wider Bodycote Group and any other person;

(xiii) made any alteration to its memorandum or articles of association or other constitutional documents (other than in connection with the Scheme);

(xiv) made or agreed or consented to any change to:

1. the terms of the trust deeds and rules constituting the pension scheme(s) established by any member of the Wider Bodycote Group for its directors, employees or their dependants;

2. the contributions payable to any such scheme(s) or to the benefits which accrue, or to the pensions which are payable, thereunder;

3. the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or

4. the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued, made, agreed or consented to,

where to do so has or is reasonably likely to be material in the context of the Wider Bodycote Group taken as a whole;

(xv) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business which is material in the context of the Wider Bodycote Group taken as a whole or in the context of the Acquisition;

(xvi) (other than in respect of a member of the Wider Bodycote Group which is dormant and was solvent at the relevant time) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of a receiver, administrator, manager, administrative receiver, trustee or similar officer of all or any of its assets or revenues or any analogous or equivalent steps or proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;

(xvii) (except for transactions between Bodycote and its wholly-owned subsidiaries or between the wholly-owned subsidiaries), made, authorised, proposed or announced an intention to propose any change in its loan capital;

(xviii) entered into, implemented or authorised the entry into, any joint venture, asset or profit-sharing arrangement, partnership, merger of business or corporate entities, composition, assignment, reconstruction, amalgamation, commitment, scheme or other similar transaction or arrangement (other than the Scheme) which is material in the context of the Wider Bodycote Group taken as a whole or in the context of the Acquisition;

(xix) on or after the date of this Announcement, having taken (or agreed or proposed to take) any action which requires or would require, the consent of the Panel or the approval of Bodycote Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code; or

(xx) entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition 3(r);

No adverse change, litigation, regulatory enquiry or similar

(s) except as Disclosed, since the Last Accounts Date:

(i) no adverse change and no circumstance having arisen (including in respect of any licence, permit or certificate) which would or might be expected to result in any adverse change or deterioration in, the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Bodycote Group which, in any such case, is material in the context of the Wider Bodycote Group taken as a whole;

(ii) no litigation, arbitration proceedings, prosecution, investigation or other legal or regulatory proceedings having been threatened, announced or instituted by or against or remaining outstanding against or in respect of, any member of the Wider Bodycote Group or to which any member of the Wider Bodycote Group is or may become a party (whether as claimant, defendant or otherwise), in each case which might reasonably be expected to have a material adverse effect on the Wider Bodycote Group taken as a whole or is material in the context of the Acquisition;

(iii) no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of any member of the Wider Bodycote Group having been threatened, announced or instituted or remaining outstanding by, against or in respect of any member of the Wider Bodycote Group, in each case which might reasonably be expected to have a material adverse effect on the Wider Bodycote Group taken as a whole or is material in the context of the Acquisition;

(iv) no contingent or other liability having arisen or become apparent to BidCo or increased which is reasonably likely to adversely affect the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Bodycote Group to an extent which is material in the context of the Wider Bodycote Group taken as a whole or is material in the context of the Acquisition;

(v) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence, permit or certificate held by any member of the Wider Bodycote Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which might reasonably be expected to be material in the context of the Wider Bodycote Group; and

(vi) no member of the Wider Bodycote Group having conducted its business in breach of any applicable laws or regulations in a manner which is material in the context of the Wider Bodycote Group;

No discovery of certain matters regarding information, liabilities and environmental issues

(t) except as Disclosed, BidCo not having discovered that, in each case to an extent which is material in the context of the Wider Bodycote Group or material in the context of the Acquisition:

(i) any financial, business or other information concerning the Wider Bodycote Group publicly announced before the date of this Announcement or disclosed at any time to any member of the Wider BidCo Group by or on behalf of any member of the Wider Bodycote Group before the date of this Announcement is misleading, contains a material misrepresentation of any fact, or omits to state a fact necessary to make that information not misleading and which was not subsequently corrected before the date of this announcement by disclosure either publicly or otherwise to BidCo or its professional advisers;

(ii) any member of the Wider Bodycote Group or any partnership, company or other entity in which any member of the Wider Bodycote Group has a significant economic interest and which is not a subsidiary undertaking of Bodycote is subject to any liability, contingent or otherwise;

(iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Bodycote Group;

(iv) any past or present member of the Wider Bodycote Group has not complied with all applicable legislation, regulations, certificates, permits, licences or other requirements of any jurisdiction or any Authorisations relating to the use, treatment, handling, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human health or animal health or carbon or other emissions or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such use, treatment, handling, storage, carriage, disposal, discharge, spillage, release, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation, regulation or requirement, and wherever the same may have taken place) any of which storage, carriage, disposal, discharge, spillage, release, leak or emission would be likely to give rise to any liability including any penalty for non-compliance (whether actual or contingent) or cost on the part of any member of the Wider Bodycote Group;

(v) there is or is likely to be, for any reasons whatsoever, any obligation or liability (whether actual or contingent) of any past or present member of the Wider Bodycote Group or requirement to make good, remediate, repair, reinstate or clean up any property, asset or any controlled waters currently or previously owned, occupied, operated or made use of or controlled by any such past or present member of the Wider Bodycote Group (or on its behalf) or by any person for which a member of the Wider Bodycote Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, common law, regulation, notice, circular, Authorisation or order of any Third Party in any jurisdiction or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto; or

(vi) circumstances exist (whether as a result of the making of the Acquisition or otherwise) which would be reasonably likely to lead to any Third Party instituting (or whereby any member of the Wider BidCo Group or any present or past member of the Wider Bodycote Group would be likely to be required to institute), an environmental audit or take any other steps which would in any such case be reasonably likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out to make good, remediate, repair, reinstate or clean up any land or other property of any description or any asset now or previously owned, occupied or made use of by any past or present member of the Wider Bodycote Group (or on its behalf) or by any person for which a member of the Wider Bodycote Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest;

(vii) circumstances exist whereby a person or class of persons would be reasonably likely to have any claim or claims in respect of any product or process of manufacture or materials used therein currently or previously manufactured, sold or carried out by any past or present member of the Wider Bodycote Group which claim or claims would be likely, materially and adversely, to affect any member of the Wider Bodycote Group and which is material in the context of the Wider Bodycote Group taken as a whole or in the context of the Acquisition;

Intellectual property

(u) except as Disclosed, no circumstance having arisen or event having occurred in relation to any intellectual property owned or used by any member of the Wider Bodycote Group which would be reasonably likely to have a material adverse effect on the Wider Bodycote Group taken as a whole or is otherwise material and adverse in the context of the Acquisition; and

Anti-corruption, sanctions and criminal property

(v) except as Disclosed, BidCo not having discovered:

(i) any past or present member, director, officer or employee of the Wider Bodycote Group (or any person that performs or has performed services for or on behalf of the Wider Bodycote Group) is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended, or applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule or regulation concerning improper payments or kickbacks;

(ii) any asset of any member of the Wider Bodycote Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or any member of the Wider Bodycote Group is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering;

(iii) any past or present member, director, officer or employee of the Wider Bodycote Group, or any other person for whom any such person may be liable or responsible, is or has engaged in any transaction or conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from:

1. any government, entity or individual in respect of which US, UK or European Union persons, or persons operating in those territories,

are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, HM Treasury, the European Union or any of its member states; or

2. any government, entity or individual targeted by any of the economic sanctions of the United Nations, the US, the UK, the European Union or any of its member states;

(iv) any past or present member, director, officer or employee of the Wider Bodycote Group, or any other person for whom any such person may be liable or responsible:

1. has engaged in conduct which would violate any relevant anti-terrorism laws, rules or regulations including, but not limited to the US Anti-Terrorism Act;

2. has engaged in conduct which would violate any relevant anti-boycott law, rule or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the US Department of Commerce or the ITAR administered and enforced by the US Department of State;

3. has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or

4. is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any Relevant Authority or found to have violated any applicable law, rule or regulation concerning government contracting or public procurement; or

(v) any member of the Wider Bodycote Group is or has been engaged in any transaction or conduct which would cause any member of the Wider BidCo Group to be in breach of any law or regulation upon its acquisition of Bodycote, including but not limited to the economic sanctions of the United States Office of Foreign Assets Control, or HM Treasury, or any other relevant government authority.

Part B - Waiver and invocation of the Conditions

1. Subject to the requirements of the Panel in accordance with the Takeover Code, BidCo reserves the right in its sole discretion to waive, in whole or in part, all or any of the Conditions in Part A of this Appendix 1, except for Conditions 1, 2(a)(i), 2(b)(i) and 2(c)(i), which cannot be waived. If any of the Conditions 1, 2(a)(ii), 2(b)(ii) and 2(c)(ii) are not satisfied by the relevant deadline specified in the relevant Condition (or such later date, if any, as: (x) BidCo and Bodycote may agree; or (y) (in a competitive situation) BidCo may specify with the consent of the Panel and in each case, that the Court may allow (if so required)), BidCo shall make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether, subject to paragraph 3 below, it has invoked the relevant Condition, waived the relevant deadline or extended the relevant deadline.

2. Subject to paragraph 3(g) of Appendix 7 to the Takeover Code and the terms of the Co-operation Agreement, for such time as it is continuing, BidCo will be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of the Conditions that are capable of waiver by a date earlier than the latest date specified for the fulfilment of that Condition notwithstanding that the other Conditions of the Acquisition may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.

3. Subject to paragraph 4 below, under Rule 13.5(a) of the Takeover Code, BidCo may only invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Panel. The Panel will normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to BidCo in the context of the Acquisition. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.

4. Conditions 1, 2(a), 2(b), and 2(c) of Part A of Appendix 1 (and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer), are not subject to Rule 13.5(a) of the Takeover Code.

5. Any Condition that is subject to Rule 13.5(a) of the Takeover Code may be waived by BidCo.

6. If BidCo is required by the Panel to make an offer for any Bodycote Shares under the provisions of Rule 9 of the Takeover Code, BidCo may make such alterations to any of the above Conditions and terms of the Acquisition as are necessary to comply with the provisions of that Rule.

7. Each of the Conditions will be regarded as a separate Condition and will not be limited by reference to any other Condition.

Part C - Implementation by way of Takeover Offer

BidCo reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme (subject to the Panel's consent and, where relevant, the terms of the Co-operation Agreement). In such event, the Takeover Offer will be implemented, so far as applicable, on the same terms and conditions (subject to appropriate amendments including, without limitation, the inclusion of an acceptance condition set at a level permitted by the Panel and, if applicable, in accordance with the terms of the Co-operation Agreement (being in any case more than 50 per cent. of Bodycote Shares)).

Part D - Certain further terms of the Acquisition

1. The Bodycote Shares to be acquired under the Acquisition will be acquired with full title guarantee, fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of value (whether by reduction of share capital or share premium account or otherwise) made, on or after the Effective Date (other than the Permitted Dividend).

2. If, on or after the date of this Announcement and prior to the Effective Date, any dividend, distribution or other return of value is announced, declared, paid or made or becomes payable by Bodycote in respect of Bodycote Shares (other than the Permitted Dividend), BidCo reserves the right (without prejudice to any right of BidCo, with the consent of the Panel, to invoke Condition (r)(ii) of Part A of Appendix 1 above) to reduce the Cash Consideration by an amount up to the aggregate amount of such dividend, distribution or other return of value. In such circumstances, Bodycote Shareholders would be entitled to receive and retain any such dividend, distribution or other return of value. Any exercise by BidCo of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Scheme or the Acquisition.

3. The aggregate amount of cash to which a Bodycote Shareholder will be entitled under the Scheme (or pursuant to a Takeover Offer) will be rounded down to the nearest penny.

4. The availability of the Acquisition to persons not resident in the UK may be affected by the laws of the relevant jurisdictions. Any person who is subject to the laws of any jurisdiction other than the UK should inform themselves about and observe any applicable requirements. Further information in relation to Overseas Shareholders will be contained in the Scheme Document.

5. This Announcement and any rights or liabilities arising hereunder, the Acquisition, the Scheme and any proxies will be governed by English law and will be subject to the jurisdiction of the courts of England and Wales and to the Conditions and further terms set out in this Appendix 1. The Scheme will be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange, the UK Listing Rules, the FCA and the Registrar of Companies.

APPENDIX 2

SOURCES OF INFORMATION AND BASES OF CALCULATION

In this Announcement, unless otherwise stated or the context otherwise requires, the following sources and bases have been used:

1. Bodycote had 170,187,993 Bodycote Shares in issue at the close of business on the Latest Practicable Date.

2. The fully diluted ordinary share capital of Bodycote (being 175,764,545 Bodycote Shares), is based on:

(a) the number of issued Bodycote Shares set out in paragraph 1 above; *plus*

(b) 6,396,532 Bodycote Shares which may be issued on or after the date of this Announcement to satisfy the exercise of options or vesting of awards granted or agreed to be granted under the Bodycote Share Plans (in accordance with the intentions set out in Schedule 2 of the Co-operation Agreement); *less*

(c) 819,980 Bodycote Shares held by the employee benefit trust of the Bodycote Group as at the Latest Practicable Date which can be used to satisfy the exercise of options and vesting of awards under the Bodycote Share Plans.

3. The Cash Consideration valuation of approximately £1,640 million on a fully-diluted basis attributed to the entire issued and to be issued share capital of Bodycote is calculated based on Bodycote Shareholders being entitled to receive the Cash Consideration of 932.8 pence per Bodycote Share, multiplied by the issued and to be issued share capital of Bodycote as set out in paragraph (2) above.

4. The Offer Value valuation of approximately £1,652 million on a fully-diluted basis, attributed to the entire issued and to be issued share capital of Bodycote is calculated based on:

(a) the Cash Consideration implied valuation of approximately £1,640 million as set out in paragraph (3) above; *plus*

(b) the Permitted Dividend of 7.2 pence per Bodycote Share, multiplied by an estimated 169,368,013 Bodycote Shares expected to be eligible for the Permitted Dividend.

5. The enterprise value of approximately £1,840 million of Bodycote implied by the Cash Consideration is based on:

(a) the Cash Consideration implied value of Bodycote's entire issued and to be issued share capital as set out in paragraph (3) above; *plus*

(b) financial debt of £158.4 million as of 30 June 2026; *less*

(c) cash and cash equivalents of £23.2 million as of 30 June 2026; *plus*

(d) lease liabilities of £55.7 million as of 30 June 2026; *plus*

(e) net pension liabilities, relating to the defined benefit non-UK schemes, of £10.1 million as of 30 June 2026; *less*

(f) deferred tax assets relating to retirement benefits obligations of £2.3 million as of 31 December 2025; *plus*

(g) non-controlling interests of £1.7 million as of 30 June 2026.

6. The enterprise value of approximately £1,852 million of Bodycote implied by the Offer Value is based on:

(a) the enterprise value of approximately £1,840 million of Bodycote implied by the Cash Consideration laid out in paragraph (5) above; *plus*

(b) the Permitted Dividend of 7.2 pence per Bodycote Share, multiplied by an estimated 169,368,013 Bodycote Shares expected to be eligible for the Permitted Dividend.

7. The premium calculations to the price per Bodycote Share used in this Announcement have been calculated by reference to:

(a) the volume-weighted average price of 683.4 pence per Bodycote Share for the three-month period ended 21 May 2026 (being the undisturbed period prior to Bodycote's announcement on 22 May 2026 in relation to a possible offer for Bodycote following press speculation);

(b) the volume-weighted average price of 659.5 pence per Bodycote Share for the twelve-month period ended 21 May 2026 (being the undisturbed period prior to Bodycote's announcement on 22 May 2026 in relation to a possible offer for Bodycote following press speculation);

(c) the Closing Price of 647.8 pence per Bodycote Share on 7 July 2026 (being the last Business Day before Veritas submitted its initial proposal to Bodycote); and

(d) the Closing Price of 750.2 pence per Bodycote Share on 4 August 2026 (being the last Business Day before commencement of the Offer Period).

8. Unless otherwise stated, all prices for Bodycote Shares are the relevant Closing Price for the Bodycote Shares as at the relevant date.

9. Volume-weighted average prices have been derived from Bloomberg and have been rounded to the nearest single decimal place.

10. Unless otherwise stated, the financial information relating to Bodycote has been extracted (without material adjustment) from the annual report and audited accounts of the Bodycote Group for the financial year ended Last Accounts Date and the unaudited, consolidated financial statements of Bodycote for the six months ended 30 June 2026.

11. Certain figures included in this Announcement have been subject to rounding adjustments.

APPENDIX 3

IRREVOCABLE UNDERTAKINGS

Irrevocable undertakings – Bodycote Directors

The following Bodycote Directors have given irrevocable undertakings to vote (or, where applicable, procure the voting) in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting and, if BidCo exercises its right to implement the Acquisition by way of a Takeover Offer, to accept (or procure acceptance) of such Takeover Offer, in respect of the following Bodycote Shares:

Name	Number of Bodycote Shares	Percentage of issued share capital of Bodycote
James Fairbairn	62,635	0.04%
Benjamin Fidler	87,637	0.05%
Daniel Dayan	97,500	0.06%
Kevin Boyd	3,000	<0.01%
Cynthia Gordon	1,708	<0.01%
Total	**252,480**	**0.15%**

The irrevocable undertakings given by the Bodycote Directors also extend to further Bodycote Shares of which they may become the legal and/or beneficial holder (whether as a result of the exercise of options or vesting of awards under the Bodycote Share Plans or otherwise, if and to the extent applicable).

These irrevocable undertakings remain binding in the event a higher competing offer is made for Bodycote and will only terminate and cease to be binding on the earlier of the following occurrences:

- BidCo announces (with the consent of the Panel, if required) that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Takeover Offer, as applicable, is announced by BidCo in accordance with Rule 2.7 of the Takeover Code at the same time;
- the Acquisition (whether implemented by way of the Scheme or the Takeover Offer) is withdrawn or lapses in accordance with its terms (which for the avoidance of doubt, will not include any suspension of the timetable applicable to any Scheme or Takeover Offer) and no new, revised or replacement Takeover Offer or Scheme is announced by BidCo in accordance with Rule 2.7 of the Takeover Code within five Business Days of such lapse or withdrawal;
- any competing offer for the issued and to be issued ordinary share capital of Bodycote is made which becomes or is declared unconditional (if implemented by way of takeover offer) or otherwise becomes effective (if implemented by way of a scheme of arrangement); or

- the Scheme (or Takeover Offer, as applicable) does not become effective or unconditional (as applicable) on or before the Long Stop Date, provided that the Scheme or Takeover Offer shall not be treated as having failed to become effective or be declared unconditional as a result of BidCo exercising its right in accordance with the Takeover Code to implement the Acquisition by way of a Takeover Offer rather than a Scheme or vice versa.

APPENDIX 4

BODYCOTE INTERIM RESULTS OUTLOOK STATEMENT

On 28 July 2026, Bodycote announced its interim results for the six-month period ending 30 June 2026, which contained the following statement:

"*Performance in the first half was in line with our expectations. Our full year guidance is unchanged, albeit we are mindful of the current geopolitical and macroeconomic environment. We expect to deliver Core organic revenue growth in 2026, led by continued strong demand in Aerospace & Defence and Industrial Gas Turbines, partly offset by continued challenging conditions in Automotive. The pace of growth is likely to moderate in the second half, reflecting the shape of prior year comparators, particularly in Aerospace & Defence. We expect operating margins to improve in 2026, driven by revenue growth and further Optimise benefits, partly offset by a normalisation of variable remuneration and a modest headwind from ramp-up costs on new growth initiatives. Our focus remains on executing our strategy at pace and preserving agility in our cost base.*"

(the "**Interim Results Outlook Statement**").

This statement, published in the ordinary course in line with Note 2 to Rule 28.1 of the Takeover Code and prior to the start of the offer period on 5 August 2026, constitutes a profit forecast (as defined in the Takeover Code). The requirements of Rule 28.1(c)(i) of the Takeover Code apply in relation to the Interim Results Outlook Statement.

Bodycote Directors' statement for the purposes of Rule 28.1(c)(i) of the Takeover Code

The Bodycote Directors have considered the Interim Results Outlook Statement and confirm that, as at the date of this Announcement, the Interim Results Outlook Statement remains valid, has been properly compiled on the basis of the assumptions set out below and the basis of accounting used is consistent with Bodycote's existing accounting policies.

Basis of preparation

The Interim Results Outlook Statement has been compiled on the basis of the assumptions set out below and the basis of the accounting policies used in the Interim Results Outlook Statement is consistent with Bodycote's existing accounting policies.

Assumptions

The Interim Results Outlook Statement was prepared on the basis of the following assumptions, any of which could turn out to be incorrect and therefore affect the validity of the Interim Results Outlook Statement.

Factors within the influence and control of the Bodycote Directors include:

- There is no material change to the present management of Bodycote;
- There is no material change in the operational structure and strategy of Bodycote;
- There is no significant change to Bodycote's existing or prospective material customer contracts or agreements;
- There is no material change in the scale, scope and delivery of the Optimise programme benefits; and
- Bodycote's accounting policies will be consistently applied over the forecast period.

Factors outside the influence or control of the Bodycote Directors include:

- There will be no further material deterioration in business conditions as a result of geopolitical events including the current conflict in the Middle East;
- There will be no material changes in market conditions impacting either customer demand or competitive environment;
- There will be no material change to the foreign exchange and input cost inflation in the markets and regions in which Bodycote operates;
- There will be no material adverse events or disruption that could have a significant impact on Bodycote's financial performance, including litigation, cyber events or natural catastrophes that affect key products, supply chain or markets;
- There will be no material impact from tariffs or uncertainty related to potential tariffs;
- There will be no material adverse outcome from any ongoing or future disputes with any customer, competitor, regulator or tax authority; and
- There will be no material change in employee attrition rates and no material change in Bodycote's labour costs, including medical and pension and other post-retirement benefits driven by external parties or regulations.

Other important factors and information are contained in Bodycote's most recent annual report and accounts for the 12 months ended 31 December 2025 (including risks summaries in the section entitled "*Principal risks and uncertainties*") and Bodycote's other periodic filings and statements are available at www.bodycote.com.

APPENDIX 5

DEFINITIONS

The following definitions apply throughout this Announcement unless the context requires otherwise:

"**Acquisition**"	the proposed acquisition by BidCo of the entire issued, and to be issued, ordinary share capital of Bodycote, other than the Excluded Shares (if any), to be implemented by means of the Scheme (or should BidCo elect (subject to the consent of the Panel and the terms of the Co-operation Agreement) by means of a Takeover Offer) and, where the context requires, any subsequent revision, variation, extension or renewal thereof;
"**Announcement**"	this announcement (including the summary and Appendices to this announcement);
"**Apollo**"	Apollo Management X, L.P. (together with Apollo Global Management, Inc. and its subsidiaries);
"**Authorisations**"	authorisations, orders, determinations, grants, recognitions, confirmations, consents, licences, clearances, certificates, permissions, exemptions or approvals, in each case of a Third Party;
"**Barclays**"	Barclays Bank PLC, acting through its Investment Bank;
"**BidCo**"	Vulcan Alpha Bidco Limited, a newly formed company incorporated in England and Wales with registered number 17421897, having its registered office at Ground Floor, 123 Pall Mall, London, United Kingdom, SW1Y 5EA;
"**BidCo Group**"	BidCo and its subsidiaries and its subsidiary undertakings and where the context permits, each of them;
"**BIP**"	Bodycote Incentive Plan 2016;
"**Board**" or "**Bodycote Board**"	the board of directors of Bodycote from time to time;
"**Bodycote**"	Bodycote plc;
"**Bodycote Articles**"	the articles of association of Bodycote as amended from time to time;
"**Bodycote Directors**"	the directors of Bodycote;
"**Bodycote Group**"	Bodycote and its subsidiaries and its subsidiary undertakings and where the context permits, each of them;
"**Bodycote Share Plans**"	the BIP, the BSMIP, the DBP, the LTIP and the RSP, where applicable;

"**Bodycote Shareholders**"	holders of Bodycote Shares;
"**Bodycote Shares**"	the ordinary shares of 17 $^{3}/_{11}$ pence each in the share capital of Bodycote from time to time;
"**BSMIP**"	Bodycote Senior Management Incentive Plan 2016;
"**Business Day**"	a day, not being a public holiday, Saturday or Sunday, on which clearing banks in London are open for normal business;
"**Cash Consideration**"	932.8 pence per Bodycote Share;
"**Closing Price**"	the closing middle market price of a Bodycote Share as derived from the Daily Official List on any particular date;
"**Co-operation Agreement**"	the co-operation agreement entered into between BidCo and Bodycote dated on or about the date of this Announcement relating to, amongst other things, the implementation of the Acquisition;
"**Companies Act**"	the Companies Act 2006, as amended from time to time;
"**Conditions**"	the conditions to the Acquisition, as set out in Appendix 1 to this Announcement and to be set out in the Scheme Document and "**Condition**" shall mean any one of them;
"**Confidentiality Agreement**"	the confidentiality agreement entered into between Veritas and Bodycote dated 2 June 2026 in respect of the Acquisition;
"**Court**"	the High Court of Justice in England and Wales;
"**Court Meeting**"	the meeting(s) of Scheme Shareholders to be convened at the direction of the Court pursuant to Part 26 of the Companies Act for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment), and including any adjournment, postponement or reconvening thereof;
"**Court Order**"	the order of the Court sanctioning the Scheme under Part 26 of the Companies Act;
"**CREST**"	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the operator (as defined in the CREST Regulations) in accordance with which securities may be held and transferred in uncertificated form;
"**CREST Regulations**"	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) (including as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018), as amended from time to time;
"**CVC**"	CVC Advisers Limited;

"**Daily Official List**"	the Daily Official List published by the London Stock Exchange;
"**DBP**"	Bodycote Deferred Bonus Plan 2016;
"**DDTC**"	the Directorate of Defense Trade Controls of the US Department of State;
"**Dealing Disclosure**"	has the meaning given to it in Rule 8 of the Takeover Code;
"**Disclosed**"	the information fairly disclosed by, or on behalf of Bodycote: (a) in the annual report and audited accounts of the Bodycote Group for the financial year ended Last Accounts Date; (b) in this Announcement; (c) in any other announcement to a Regulatory Information Service by, or on behalf of Bodycote in the 24 months before the publication of this Announcement; and/or (d) as otherwise fairly disclosed in writing prior to the date of this Announcement to BidCo and/or Veritas (or their respective officers, employees, agents or advisers (in their capacity as such));
"**Effective**"	in the context of the Acquisition: (i) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms; or (ii) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or having become unconditional in accordance with its terms and the requirements of the Takeover Code;
"**Effective Date**"	the date on which the Acquisition becomes Effective;
"**Euroclear**"	Euroclear UK & International Limited;
"**Excluded Shares**"	any Bodycote Shares at the Scheme Record Time which (if any): (a) are registered in the name of, or beneficially owned by, BidCo or any other member of the BidCo Group; or (b) are held by Bodycote as treasury shares (within the meaning of the Companies Act);
"**FCA**" or "**Financial Conduct Authority**"	the Financial Conduct Authority of the UK or its successor from time to time, acting in its capacity as the competent authority for the purposes of Part VI of FSMA;
"**FCA Handbook**"	the FCA's Handbook of rules and guidance as amended from time to time;
"**Forms of Proxy**"	the forms of proxy for use at the Court Meeting and the General Meeting which will accompany the Scheme Document;

"**FSMA**"	the Financial Services and Markets Act 2000, as amended from time to time;
"**General Meeting**"	the general meeting of Bodycote Shareholders to be convened in connection with the Scheme to consider and, if thought fit, to approve the Resolutions (with or without amendment), including any adjournment, postponement or reconvening thereof;
"**Golden Power Authority**"	the Italian Presidency of the Council of Ministers (Presidenza del Consiglio dei Ministri) or any other office, department or branch of the Italian Government competent under the Golden Power Regulation;
"**Golden Power Regulation**"	the Italian Law Decree of 15 March 2012 no. 21, as subsequently amended and integrated, together with all connected or subordinated implementing Laws;
"**Governmental Authority**"	being (a) the United States of America, (b) any state, commonwealth, territory or possession of the United States of America and any political subdivision thereof (including counties, municipalities, provinces and parishes) or (c) any court, quasi-governmental authority, tribunal, department, commission, board, bureau, agency, authority or instrumentality of any of the foregoing;
"**IFRS**"	International Financial Reporting Standards;
"**Interim Facilities Agreement**"	the interim loan agreement dated on or around the date of this Announcement between, among others, BidCo (as borrower), Kroll Agency Service Limited (as interim facility agent) and the Interim Lenders;
"**Interim Lenders**"	the lenders under the Interim Facilities Agreement (being (a) Bank of America, N.A., London Branch; (b) Citibank, N.A., London Branch; (c) Citicorp North America, Inc.; (d) Deutsche Bank AG, London Branch; and (e) UBS AG London Branch);
"**Interim Results Outlook Statement**"	has the meaning given in Appendix 4 to this Announcement;
"**ITAR**"	the US International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130;
"**Last Accounts Date**"	31 December 2025;
"**Latest Practicable Date**"	28 August 2026, being the Business Day immediately prior to the date of this Announcement;
"**London Stock Exchange**"	London Stock Exchange plc or its successor as operator of the Main Market from time to time;
"**Long Stop Date**"	1 September 2027, or such later date, if any, as: (i) Bodycote and BidCo may agree, or (ii) (in a competitive situation) as

	may be specified by BidCo with the consent of the Panel, and in each case as the Court may allow (if so required);
"**LTIP**"	Bodycote Long Term Incentive Plan;
"**Main Market**"	the main market for trading in listed securities operated by the London Stock Exchange;
"**Meetings**"	the Court Meeting and/or the General Meeting, as the case may be;
"NSI Act"	the UK National Security and Investment Act 2021, together with all associated secondary legislation and regulatory rules;
"**Offer Document**"	should the Acquisition be implemented by way of a Takeover Offer, the document which would be sent to Bodycote Shareholders containing, amongst other things, the terms and conditions of the Takeover Offer, including any revised or supplemental offer document;
"**Offer Period**"	the offer period (as defined by the Takeover Code) relating to Bodycote, which commenced on 5 August 2026;
"**Offer Value**"	the aggregate value of 940 pence per Bodycote Share, comprising: (i) the Cash Consideration; and (ii) the Permitted Dividend, as described in paragraph 2 of this Announcement;
"**Official List**"	the Official List of the FCA;
"**Opening Position Disclosure**"	has the meaning given to it in Rule 8 of the Takeover Code;
"**Overseas Shareholders**"	Bodycote Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the UK;
"**Panel**"	the Panel on Takeovers and Mergers;
"**Permitted Dividend**"	the FY26 interim dividend of 7.2 pence per Bodycote Share which was declared on 28 July 2026 and is expected to be paid on 5 November 2026 to qualifying Bodycote Shareholders on the register at close of business on 2 October 2026, and which will in any event be paid by Bodycote to Bodycote Shareholders prior to the Effective Date;
"**PRA**" or "**Prudential Regulation Authority**"	the Prudential Regulation Authority, or any successor regulatory body;
"**Registrar of Companies**"	the Registrar of Companies in England and Wales**;**
"**Regulatory Information Service**"	a regulatory information service as defined in the FCA Handbook;
"**Relevant Authority**"	relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, professional, fiscal or investigative body,

court, trade agency, association, institution, employee representative body, any entity owned or controlled by any relevant government or state;

"**relevant securities**"	as defined in the Takeover Code;
"**Remedies**" or "**Remedy**"	any conditions, obligations, measures, commitments, modifications, undertakings, remedies (including disposals and any pre-divestiture reorganisations) or assurance (financial, behavioural or otherwise) offered or required in connection with the obtaining of any regulatory approvals, and "Remedy" shall be construed accordingly. For the avoidance of doubt, "Remedies" and "Remedy" shall not include any Unreasonable Remedy (as defined in the Co-operation Agreement);
"**Resolutions**"	the resolution(s) to be proposed at the General Meeting necessary to facilitate the implementation of the Scheme, including, without limitation, a resolution to amend the Bodycote Articles by adoption and inclusion of a new article (in terms approved by BidCo) under which any Bodycote Shares issued or transferred after the Scheme Record Time (other than to BidCo and its nominees) shall be automatically transferred to BidCo (or as it may direct) and, where applicable, for consideration to be paid to the transferee or to the original recipient of the Bodycote Shares so transferred or issued on the same terms as the Acquisition (other than terms as to timings and formalities);
"**Restricted Jurisdiction**"	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition (including this Announcement) is sent or made available to Bodycote Shareholders in that jurisdiction;
"**RSP**"	Bodycote 2021 Restricted Share Plan;
"**Sanction Hearing**"	the Court hearing to sanction the Scheme;
"**Scheme**"	the proposed scheme of arrangement under Part 26 of the Companies Act between Bodycote and Scheme Shareholders to be set out in the Scheme Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Bodycote and BidCo, to implement the Acquisition;
"**Scheme Document**"	the document to be sent to Bodycote Shareholders containing, amongst other things, the full terms and conditions of the Scheme and the notices convening the Meetings;
"**Scheme Record Time**"	the time and date to be specified in the Scheme Document, expected to be 6.00 p.m. on the Business Day immediately

	prior to the Effective Date (or such later time as BidCo and Bodycote may agree and that the Court may allow, if required);
"**Scheme Shareholders**"	holders of Scheme Shares;
"**Scheme Shares**"	all Bodycote Shares: (a) in issue at the date of the Scheme Document; (b) (if any) issued after the date of the Scheme Document but before the Voting Record Time; and (c) (if any) issued at or after the Voting Record Time and at or before the Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by the Scheme or in respect of which the holders thereof shall have agreed in writing to be bound by the Scheme, in each case, which remain in issue at the Scheme Record Time but excluding any Excluded Shares;
"**Substantial Interest**"	a direct or indirect interest in 20 per cent. or more of the voting rights or equity share capital of an undertaking;
"**Swedish FDI Act**"	the Swedish Screening of Foreign Direct Investments Act (Sw. lagen (2023:560) om granskning av utländska direktinvesteringar);
"**Swedish FDI Authority**"	the Swedish Inspectorate of Strategic Products (Sw. Inspektionen för strategiska produkter (ISP));
"**Takeover Code**"	the City Code on Takeovers and Mergers, as amended from time to time;
"**Takeover Offer**"	if, subject to the consent of the Panel and the terms of the Co-operation Agreement, BidCo elects to implement the Acquisition by way of a takeover offer (as defined in Chapter 3 of Part 28 of the Companies Act), the offer to be made by or on behalf of BidCo to acquire the entire issued and to be issued share capital of Bodycote, other than Excluded Shares (if any) and, where the context admits, any subsequent revision, variation, extension or renewal of such offer;
"**Third Party**"	any relevant central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body, works council, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction;

"**UK**" or "**United Kingdom**"	United Kingdom of Great Britain and Northern Ireland;
"**UK Listing Rules**"	the UK Listing Rules from time to time made by the FCA under Part VI of FSMA;
"**US**" or "**United States**"	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof;
"**US Exchange Act**"	the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;
"**Veritas**"	Veritas Capital Fund Management, L.L.C., acting in its capacity as manager on behalf of affiliated investment funds;
"**Veritas Group**"	Veritas and its affiliates;
"**Voting Record Time**"	the time and date to be specified in the Scheme Document by reference to which entitlement to vote at the Court Meeting and the General Meeting will be determined;
"**Wider BidCo Group**"	BidCo Group, any member of the Veritas Group, funds and investment vehicles managed or controlled by Veritas, and each of their respective associated undertakings, and any other undertaking (including any joint venture, partnership, firm or company) in which BidCo and/or all such undertakings (aggregating their interests) have a Substantial Interest; and
"**Wider Bodycote Group**"	Bodycote and its subsidiaries, subsidiary undertakings and associated undertakings, and any other undertaking (including any joint venture, partnership, firm or company) in which Bodycote and/or all such undertakings (aggregating their interests) have a Substantial Interest (excluding, for the avoidance of doubt, BidCo and all of its associated undertakings which are not members of the Bodycote Group).

For the purposes of this Announcement, "**subsidiary**", "**subsidiary undertaking**", "**undertaking**", "**associated undertaking**" and "**equity share capital**" have the meanings given by the Companies Act.

All references to "**pounds**", "**pounds Sterling**", "**Sterling**", "**£**", "**pence**", "**penny**" and "**p**" are to the lawful currency of the UK.

All references to "**US$**", "**$**" and "**US Dollars**" are to the lawful currency of the United States.

All times referred to in this Announcement are London times unless otherwise stated.

References to the singular include the plural and vice versa.

All references to statutory provisions or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or reenacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.