

**STRICTLY PRIVATE AND CONFIDENTIAL**

**From:** Novae Group plc, a company incorporated under the laws of England under registered number 05673306, whose registered office is at 21 Lombard Street, London EC3V 9AH (the "Company" or "us")

**To:** AXIS Capital Holdings Limited, a company incorporated under the laws of Bermuda under registered number 33024, whose registered office is at 92 Pitts Bay Road, Pembroke, HM 08, Bermuda ("AXIS" or "you")

6 June 2017

Dear Sirs

**Project Jedi**

In consideration of the provision of information to you in connection with the proposed acquisition by you or one of your subsidiaries of all or a majority of all the issued and to be issued share capital of the Company, whether structured as an offer or a scheme of arrangement (the "**Proposal**"), and in anticipation of us entering into discussions and us providing you with information relating to the Proposal:

***Non-disclosure and use of confidential information***

1. You undertake to us to keep the Proposal, and all confidential information, strictly confidential using at least the same care that you apply to your own commercially sensitive non-public information and not to make any announcement relating to the Proposal or to use or disclose any confidential information except as permitted by this letter. "**Confidential information**" means information provided, directly or indirectly, by or on behalf of us to you in connection with the Proposal whether prior to, on or after the date of this letter (including the existence of this letter and the Proposal and the status of any negotiations or discussions) other than information which is in the public domain or enters the public domain without any breach of the terms of this letter by you or your Agents or which you can show was properly and lawfully in your possession prior to the time that it was provided by us or on behalf of us to you.
2. You undertake to us to ensure that members of your Group and their respective directors, employees and advisers (and, to the extent applicable, any other Agents) comply with the obligations set out in this letter and you shall be responsible for any breach of the terms of this letter by any such person. "**Group**" means an entity (you or us, as the case may be) and its parent undertakings and subsidiary undertakings and subsidiary undertakings of such parent undertakings as defined in the Companies Act 2006).
3. You may use Confidential information solely for the purpose of evaluating or pursuing the Proposal and may only disclose the Proposal and Confidential information:
  - (A) to your directors, employees and advisers (or the directors, Director Observers, employees and advisers of the members of your Group) (together, subject to

sub-paragraph (B) below, your "Agents") who have a need to know such information for the purposes of evaluating or pursuing the Proposal;

- (B) to your financing parties or underwriters who have a need to know such information for the purposes of evaluating, pursuing or implementing the financing of the Proposal and to their professional advisers engaged in relation to the Proposal, provided that such persons are informed of and agree to observe the confidential nature of the information being provided and are informed of the obligations of the parties under this letter (and each such person shall then become your Agent);
  - (C) to the extent required by law or regulation (including the City Code on Takeovers and Mergers (the "Code")) or by legal or judicial process or upon the request or demand of or pursuant to a bona fide disclosure to a regulatory authority having jurisdiction over you or your Agents, in which case you will to the extent permitted notify us of the requirement to disclose as soon as reasonably practicable (where legally permitted and to the extent reasonably practicable, prior to the disclosure being made) and you shall take into consideration any reasonable requests from us regarding the manner of making and the content of any disclosure or announcement before its release or publication (and, to the extent such prior notification is not legally permitted, you will, to the extent legally permitted, inform us of the circumstances, timing, contents and manner of making the disclosure promptly after such disclosure has been made); or
  - (D) as we may expressly agree.
4. You will, to the extent permitted by law or regulation, notify us of the full circumstances of any breach, or threatened breach, of this letter as promptly as possible after becoming aware of such breach or threatened breach.

***Return or destruction of Confidential information***

5. You will keep a record of Confidential information provided to you or your Agents. You will, upon demand by us:
- (A) within 14 days of such demand destroy or return to us (at your option) all hard copy documents and all other materials which are in a form reasonably capable of delivery or destruction containing or reflecting any Confidential information and all copies thereof which have been made by or on behalf of you or your Agents; and
  - (B) ensure that where Confidential information has not been returned or destroyed under sub-paragraph (A) above, no step will be taken to access or recover such Confidential information from any computer, word-processor, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine readable form. You will continue to hold such Confidential information subject to the terms of this letter.

In addition, if requested, you will, within seven days of such request, provide to us a certificate addressed to us and signed by a duly authorised representative confirming compliance with this paragraph by you and your Agents. Notwithstanding the obligations in this paragraph, you will be entitled to retain such copies of such information as is required to be retained by law or regulation.

**Personal data**

6. You acknowledge that Confidential information may include personal data as defined in the Data Protection Act 1998 (the "**DPA 1998**") ("**Personal Data**"), the handling or processing of which may be subject to the requirements of the Data Protection Directive (95/46/EC) (the "**DPD**") and/or any implementing national legislation thereunder, including but not limited to the DPA 1998 ("**Data Protection Law**"). Without limitation to any other term of this letter, in relation to the Personal Data, you will:
- (A) comply with all relevant provisions of Data Protection Law;
  - (B) take appropriate technical and organisational measures to guard against (a) the unauthorised or unlawful disclosure or processing of the Personal Data ("**Unauthorised Use**"), and (b) the loss, misuse, corruption or destruction of, or damage to, the Personal Data (a "**Data Incident**");
  - (C) promptly notify us of any Unauthorised Use or Data Incident;
  - (D) promptly notify us if you receive any communication (including without limitation from the Information Commissioner) which relates to the Personal Data or to your or our compliance with Data Protection Law;
  - (E) promptly provide to us such reasonable co-operation, information and assistance as we may from time to time reasonably request to enable us to comply with our obligations under Data Protection Law; and
  - (F) only process Personal Data outside of the European Economic Area without the prior written consent of the Company if:
    - (i) the country in which the Personal Data will be processed is deemed adequate by the European Commission pursuant to Article 25(6) of the DPD (an "**Adequate Country**"); or
    - (ii) where the country in which the Personal Data will be processed is not an Adequate Country, any international transfers of the Personal Data are performed in accordance with one of the mechanisms recognised by the DPA 1998 or the DPD (namely the use of model clauses, binding corporate rules or any other mechanism approved by the data protection regulator as a valid method of transfer).

For the avoidance of doubt, the United States of America is not an Adequate Country for the purposes of this sub-paragraph 6(F). For the purposes of Article 25(2) of the DPD, the United States ensures an adequate level of protection for

personal data transferred from the European Economic Area to organisations in the United States that have self-certified under the EU-U.S. Privacy Shield Framework and are listed as active on the Privacy Shield List.

***Authorised contact***

7. In connection with the Proposal you will make contact with and deal only through our chairman and chief executive officer, our advisers at Evercore and Slaughter and May and such other people who may from time to time be notified to you by us in writing.
8. You will not, and direct that anyone to whom you disclose the Proposal and Confidential information in accordance with paragraph 3 will not, without our prior written consent, directly or indirectly initiate or engage in or have any contact of any kind whatsoever in connection with Proposal with any of the shareholders of the Company for a period of one year after the date of this letter.
9. Subject to paragraph 10, during the period of two years from the date of this letter you will not directly or indirectly solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any person who is at any time during the negotiations concerning the Proposal (i) working for us or any member of our Group (whether as an employee or consultant or independent contractor) either in a senior capacity or directly engaged in the negotiations relating to the Proposal or (ii) engaged by the Company or its Group in a capacity of underwriter and in respect of whom information is provided as part of the due diligence process or who is otherwise identified as part of that process, in each case, whether or not that person would commit any breach of his or her contract by ceasing to work for us or the member of our Group concerned. For the avoidance of doubt, the restrictions set out in this paragraph 9 do not apply to your advisers (save where such advisers are acting to bypass the restrictions set out in this paragraph 9 on your instruction or on your behalf).
10. Nothing in paragraph 9 will prevent you from considering and accepting an application made by any such person or employee (i) in response to a recruitment advertisement published generally and not specifically directed at the employees of any member of our Group, (ii) if such person approaches you on an unsolicited basis or (iii) following the cessation of such person's employment with us or the relevant member of our Group without any solicitation or encouragement by you.
11. You undertake that you will not at any time, without our prior written consent, enter into any discussions or negotiations with or disclose any Confidential information to another potential bidder in relation to the Proposal.
12. You undertake that you will not at any time, without our prior written consent, discuss the Confidential information with any financial rating agency, any governmental or supervisory body or any regulatory organisation save to the extent permitted by paragraph 3, save that you shall be allowed to discuss your interest in the Proposal with such persons following the making, or announcement of a firm intention to make, a general offer to acquire shares carrying over 50% of the voting rights (as defined in the Code) in the Company under Rule 2.7 of the Code which has been recommended by the board of directors of the Company.

**Standstill**

13. Subject to paragraph 15, you agree that from the date of this letter until the date falling one year after the date of this letter, you will not and will procure that any person acting in concert with you will not (directly or indirectly) without our prior written consent:
- (A) acquire or offer to acquire or enter into any agreement, arrangement or understanding (whether legally binding or not) to acquire or offer to acquire any interest in any Securities. "**Securities**" means any shares or security in the capital of the Company, any option to acquire any such share or security and any derivative relating to, or any rights whatsoever in respect of, any such share or securities;
  - (B) enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any Securities;
  - (C) enter into any agreement, arrangement, understanding or transaction or do or omit to do any act as a result of which you or any person acting in concert with you will become obliged or required (whether under the Code or otherwise) to make any general offer or invitation to acquire any Securities. "**Acting in concert**" means actively co-operating pursuant to an agreement or understanding (whether formal or informal) in the acquisition (directly or indirectly) of Securities of the Company to obtain or consolidate control of the Company (control having the meaning given to it by the Code);
  - (D) enter into any agreement, arrangement or understanding (whether legally binding or not) with any person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any Securities; or
  - (E) announce any proposal to do any of the matters referred to in sub-paragraphs (A) to (D) above.
14. If you or any person acting in concert with you acquires any interest in Securities of the Company in breach of paragraph 13, then on request by the Company (without prejudice to any other right of the Company under this letter) you will dispose of or procure the disposal of such interest within 30 days.
15. The restrictions contained in paragraph 13 will not apply if, at any time: (a) any person (including you or any person acting in concert with you) makes, or announces a firm intention to make, a general offer to acquire shares carrying over 50% of the voting rights (as defined in the Code) in the Company under Rule 2.7 of the Code which has been recommended by the board of directors of the Company; or (b) any person acquires an interest in the Company's shares carrying over 20% of the voting rights attaching to all issued Company shares; or (c) any person enters into a confidentiality agreement with the Company in relation to a change of control transaction for the Company where such confidentiality undertaking does not contain a standstill on

substantially similar terms to those set out in paragraphs 13 to 15; or (d) the acquisition of any interest in Securities by any connected fund manager or principal trader (as defined in the Code), where such acquisition is in the ordinary course of business and the decision to acquire is taken by an individual who is not in possession of Confidential information. The restrictions in paragraph 13 shall not prevent any of your advisers taking any action in the normal course of its investment or advisory business which was not taken on the instructions of you or any of your Agents.

***No offer, no representation etc.***

16. You agree that: (a) all information, whether containing Confidential information or otherwise, made available to you, in connection with the Proposal, will not constitute an offer, inducement or invitation by, or on behalf of, us, nor will such information form the basis of, or any representation in relation to, any contract; (b) no responsibility is accepted, and no representation, undertaking or warranty is made or given by us or by any member of our Group or advisers as to the accuracy or completeness of the information provided in connection with the Proposal and we shall be under no obligation to update the Confidential information or correct any inaccuracies; and (c) no liability shall arise from the provision of such information in the absence of fraud.

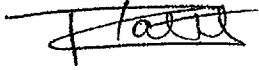
***General***

17. You confirm that you are acting in this matter as principal and not as nominee, agent or broker for or acting in concert (as defined in the Code) with any other person and that you will be responsible for your own costs whether incurred by yourselves or your Agents in considering or pursuing the Proposal (whether or not it proceeds) and in complying with the terms of this letter.
18. You understand that we may, at our absolute discretion, terminate any negotiations or discussions in relation to the Proposal at any time and without notice and you agree that we will be under no obligation to accept any offer or proposal which may be made by you or on your behalf in the course of any negotiations.
19. You acknowledge that the Proposal and the Confidential information may constitute unpublished price-sensitive or inside information and that its use or disclosure in breach of this letter may constitute insider dealing or market abuse under applicable law.
20. The obligations under this letter will expire on the earlier of (i) two years from the date of this letter and (ii) the date of consummation of the Proposal, except where expressly provided otherwise in the terms of this letter. Such expiry shall be without prejudice to any rights and liabilities which may have accrued before such expiry.
21. In this letter the obligations are given by you in favour of us and each member of our Group. The provisions of this letter confer benefits on each member of our Group (each a "Third Party") and, subject to the following sentence, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the previous sentence, this letter may be rescinded or varied in any way and at any time as agreed in writing between you and us, without the consent of any Third Party.

22. You acknowledge and agree that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence and, accordingly, we may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence, and you agree that you will not raise any objection to the application by us or any member of our Group for any such remedies.
23. No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise. The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.
24. The provisions of this letter will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.
25. Any consent to be given by us under the terms of this letter may be given on such terms as we determine (and, if given, must be given in writing) or may not be given.
26. This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.
27. This letter and any obligation in connection with this letter, contractual or non-contractual; shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts. You hereby appoint Axis Capital, 4<sup>th</sup> Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ, FAO General Counsel as your agent for service of process in England and Wales.

Please countersign this letter to confirm your acceptance of its terms.

Yours faithfully



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for and on behalf of Novae Group plc

Agreed and accepted this ..... 6 ..... day of ..... June ..... 2017



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for and on behalf of AXIS Capital Holdings Limited