



RAMSDENS HOLDINGS PLC

and

FIRSTCASH HOLDINGS, INC.

**CONFIDENTIALITY
AGREEMENT**

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This Confidentiality Agreement is made on

19 May 2026

Between

- (1) **RAMSDENS HOLDINGS PLC**, a public limited company incorporated in England & Wales under company number 08811656 whose registered office is at 16 Falcon Court, Preston Farm Industrial Estate, Stockton-On-Tees, England, TS18 3TS (**Target**); and
- (2) **FIRSTCASH HOLDINGS, INC.**, a company incorporated and registered in Delaware whose registered office is at 1600 W. 7th Street, Forth Worth, Texas 76102 (**Bidder**).

It is agreed

The Bidder has expressed interest in a possible offer for the entire issued and to be issued share capital of the Target (**Proposal**). In this document each of the Target and the Bidder is (i) a **Party**; (ii) a **Provider** in the context of the provision of Confidential Information relating to itself and its group undertakings to the other; and (iii) a **Recipient** in the context of it receiving or holding Confidential Information relating to the other and its group undertakings.

Each Party, by signing this document or a copy of it and:

- (in the Bidder's case) in consideration for the Target agreeing to enter into discussions with Bidder in relation to the Proposal and agreeing to pay the Bidder £1 (one pound only) if demanded by the Bidder; and
- (in the Target's case) in consideration for the Bidder agreeing to enter into discussions with the Target in relation to the Proposal and agreeing to pay the Target £1 (one pound only) if demanded by the Target,

confirms its agreement with the other to all the terms in the Schedule to this document.

Signed for the Target and the Bidder as follows:

For RAMSDENS HOLDINGS PLC

Signed by Peter Kenyon

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For and on behalf of
RAMSDENS HOLDINGS PLC

For FIRSTCASH HOLDINGS, INC.

Signed by

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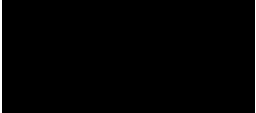
For and on behalf of
FIRSTCASH HOLDINGS, INC.

For RAMSDENS HOLDINGS PLC

Signed by)
)

For and on behalf of
RAMSDENS HOLDINGS PLC

For FIRSTCASH HOLDINGS, INC.

Signed by)
) 

Rick Wessel
For and on behalf of
FIRSTCASH HOLDINGS, INC.

The Schedule

1 Confidential Information

Confidential Information means all of the following:

- (a) any information in any form whether shared orally, in writing or otherwise, relating directly or indirectly to the Provider or any of the group undertakings of the Provider (each a **Provider Entity** and together the **Provider Group**), any of their respective businesses or affairs or the Proposal itself which, on or after the date of this Agreement, is provided to the Recipient or any of its Connected Persons in the context of the Proposal by the Provider or by any of the Provider's Connected Persons or by anyone else acting on behalf of the Provider or any such Connected Person, or which is obtained by the Recipient or any of its Connected Persons as a consequence of the Recipient's discussions or negotiations or other communications with any such person in relation to the Proposal;
- (b) analyses, compilations, studies and documents in any form prepared by the Recipient or any of its Connected Persons or by anyone else acting on behalf of the Recipient or any such Connected Person to the extent that they contain or otherwise reflect or are derived or generated from any information referred to in paragraph (a) above; and
- (c) any information in any form relating to any Provider Entity deduced by the Recipient or any of its Connected Persons or by anyone else acting on behalf of the Recipient or any such Connected Person as a consequence of it or any of its Connected Persons being in possession of any information referred to in paragraph (a) or paragraph (b) above;

but excluding any information which:

- (1) is for the time being in the public domain and has come into the public domain other than as a result of a breach by the Recipient or any of its Connected Persons of the agreement recorded by this document (**Agreement**) or of any other obligation or duty owed to any Provider Entity by the Recipient or any of its Connected Persons; or
- (2) at the relevant time had lawfully come into the Recipient's possession free of any obligation of confidentiality to any person, other than as a consequence of a breach of any obligation or duty owed by any person to any Provider Entity; or
- (3) is or was independently developed by the Recipient and/or its Connected Persons and advisers without using Confidential Information and without otherwise violating any obligations in this Agreement; or
- (4) the Provider subsequently confirms to the Recipient in writing is no longer to be treated as confidential for the purposes of this Agreement.

2 Use of Confidential Information

- 2.1 The Recipient will treat all Confidential Information as strictly confidential and the Recipient will hold it in the strictest confidence. The Recipient will safeguard all documents and data containing Confidential Information accordingly.

- 2.2 The Recipient will use the Confidential Information only for the purpose of evaluating, developing, negotiating, financing and proceeding with the Proposal and for no other purpose.
- 2.3 No Confidential Information in the Recipient's possession will be copied, duplicated, recorded or reproduced in any form other than as is reasonably necessary to assist the Recipient or its Connected Persons in connection with the Proposal in accordance with this Agreement (or, in relation only to the Recipient's usual and reasonable IT data back-up procedures).
- 2.4 The Recipient agrees to use the same degree of care to protect the Confidential Information of the Provider from unauthorised disclosure as it uses to protect its own confidential information, but in any event, the Recipient will use a reasonable degree of care.

3 Permitted disclosures

- 3.1 The Recipient and each of its Authorised Recipients may provide Confidential Information to any of its Connected Persons to the extent that such Connected Person reasonably needs access to that Confidential Information for the purpose of evaluating, negotiating, financing, advising upon or implementing the Proposal, provided that:
- (a) such access is given solely for the purpose of such Connected Person evaluating, negotiating, financing, advising upon or implementing the Proposal;
 - (b) before disclosing any Confidential Information to any such Connected Person or providing him or her with access to any Confidential Information, the Recipient will inform him or her of its confidential nature and of the Recipient's obligations relating to such information pursuant to this Agreement. The Recipient will then direct such Connected Person:
 - (i) not to disclose any Confidential Information to anyone other than another Authorised Recipient of such Recipient; and
 - (ii) to comply with paragraphs 2 (Use of Confidential Information) to paragraph 7 (Personal data) of this Agreement in all other respects as if such Connected Person had agreed with the Provider to be bound by its terms and as if each reference in those paragraphs to the Recipient (other than at paragraph 3.1) contained an additional and separate reference to such Connected Person.
- 3.2 In accordance with Rule 2.3(d) of the City Code, nothing in this Agreement shall prevent the board of the Target from making an announcement relating to the Proposal or publicly identifying the Bidder at any time that the board of the Target considers appropriate.
- 3.3 The Bidder notes the terms of Practice Statement 25 of the City Code and confirms that all discussions with Finance Providers shall be undertaken in compliance with the terms of Practice Statement 25.
- 3.4 The Recipient will at all times maintain a list of the name and address of each person (for which purpose an appropriate work address, where applicable, will suffice and, in respect of paragraph 3.4(a), shall be at an institutional level only):
- (a) to whom the Recipient has provided Confidential Information or access to Confidential Information; or
 - (b) who has been provided with Confidential Information by any of its Authorised Recipients.

4 No other disclosure

- 4.1 No Party or a member of their group will make any disclosure or, subject to paragraph 13.2, an announcement about the Proposal (or the fact or existence of the Proposal) or disclose Confidential Information relating to the other Party to any person, other than:
- (a) to the extent they or the relevant member of their group are required to do so by applicable law or regulation, any order of a court of competent jurisdiction or any competent governmental, judicial or regulatory authority or body (including, without limitation, the Takeover Panel or any relevant stock exchange on which such person's securities are admitted to trading); or
 - (b) in accordance with the other provisions of this Agreement.
- 4.2 To the extent that it is not prevented by law or regulation from doing so, the Recipient will use its reasonable endeavours to notify the Provider of any disclosure to which paragraph 4.1(a) applies as is practicable in the circumstances after the Recipient becomes aware that it may be required to do so, provided that no such notification to the Provider will be required in respect of any such disclosure to a banking, tax, securities or other regulatory authority where it is made in response to a general or routine request that does not specifically relate to Confidential Information or the Proposal.
- 4.3 The Recipient will then, to the extent it is not prevented by law or regulation from doing so, cooperate with the Provider, having due regard to the Provider's views, to mitigate the effects of or resist or avoid having to make such anticipated disclosure and/or to ensure that the amount and scope of Confidential Information that would have to be disclosed is the minimum necessary. To the extent that it is not prevented by law or regulation from doing so, the Recipient will, as is practicable in the circumstances, keep the Provider informed of all relevant matters.
- 4.4 Other than as permitted under this Agreement, the Recipient will not make any comment to anyone other than an Authorised Recipient about any Confidential Information or the Recipient's views on it. The Recipient will not use (nor, so far as within the Recipient's power or control, allow to be used) any Confidential Information in any way in connection with (or for the purpose of) any business, other than as permitted under this Agreement.
- 4.5 The Bidder will not reveal, confirm or acknowledge to any person, to the extent that it constitutes Confidential Information, other than in confidence to any of its Authorised Recipients (or other than as required or permitted under this Agreement or following the Recipient making an announcement in accordance with paragraph 3.2):
- (a) the fact that the Parties are in discussions or negotiations concerning the Proposal nor the status or progress or termination of any such discussions or negotiations; nor
 - (b) that it has received or expects to receive in connection with the Proposal any information from or on behalf of the Target that is or may be of a confidential nature,
- or that anything referred above in this paragraph 4.5 has occurred or been done.

5 Authorised contacts

- 5.1 The Recipient shall procure that each of its Connected Persons (other than such Connected Persons which are professional advisers, Finance Providers or other external representatives

of the Recipient, in which case, subject always to paragraph 8.1, the Recipient shall direct that the relevant Connected Person) shall:

- (a) direct all communications to the Provider relating to the Proposal only to the chairman or executive directors of the Provider or anyone subsequently identified in writing by the Provider for this purpose; and
- (b) other than as permitted under paragraph 5.1(a), not make, or have, any contact with any officer, manager or employee of the Provider or any of its group undertakings in relation to the Proposal.

5.2 For a period of 12 months after the date of this Agreement, the Bidder shall procure that none of its Connected Persons (other than such Connected Persons which are professional advisers, Finance Providers or other external representatives of the Bidder, in which case, subject always to paragraph 8.1, the Bidder shall direct that no such Connected Person) directly or indirectly, without the Target's prior written consent, shall make or have any contact, in relation to the Proposal, with any person who is currently a director, senior employee of any group undertaking of the Target.

5.3 Subject to paragraphs 5.4 and 5.5, the Bidder agrees and undertakes that, without the prior written consent of the Target, it shall not and shall ensure that each of its Connected Persons shall not, for a period of 12 months after the date of this Agreement make or have any contact, in relation to the Proposal, with any person who the person making such contact knows is currently a shareholder of the Target or any of its group undertakings, including, without limitation, soliciting or making or participating in any solicitation of or seeking to persuade, shareholders of the Target to vote in a particular manner or grant proxies for use at any meeting of the shareholders of the Target, or requisition or join in requisitioning any general meeting of the Target, in each case relating to the Proposal.

5.4 For the avoidance of doubt, the Bidder and its Connected Persons may contact any of those persons listed in paragraph 5.3 in the ordinary course of its existing business.

5.5 The restriction in paragraph 5.3 shall cease to apply if the standstill restrictions in paragraph 13.1 no longer apply following the occurrence of an event referred to in clause 13.2(a) or (b).

6 Return/destruction of Confidential Information

The Recipient will return to the Provider all Confidential Information provided to it in any recorded form by or on behalf of the Provider in connection with the Proposal in the form in which it was provided (or ensure its destruction) promptly on the Provider requesting the Recipient to do so. The Recipient will ensure the deletion, destruction and erasure of all versions and copies of any analyses, compilations, studies or documents prepared or created or copied by the Recipient or any of its Connected Persons containing or reflecting or generated from or comprising any Confidential Information provided by or on behalf of the Provider promptly on the Provider requesting the Recipient to do so. This will include (unless the Provider specifies otherwise) the deletion and removal of all relevant Confidential Information from any IT or word processing or other data retrieval system held, used or operated by the Recipient or any of its Connected Persons. However, this paragraph does not require the deletion of routine IT back-up records that are readily accessible only by specialist IT or compliance personnel, nor shall the obligations in this paragraph apply to the minutes or papers of any committee (including, without limitation, its investment committee) meeting of the Recipient or its group undertakings, or to the retention of any Confidential Information in order to comply with applicable laws, rules or regulations, professional record

keeping obligations, bona fide internal compliance procedures or the requirements of any competent judicial, governmental, supervisory or regulatory body.

7 Personal data

The Recipient will, in respect of information which is Confidential Information, or would be so but for the exclusions at paragraphs 1(1) to 1(4) in the defined term of Confidential Information above, comply with all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, without limitation, the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018 (UK), and all laws implementing them, in each case as may be replaced, extended or amended.

8 Compliance with this Agreement

8.1 Each Party shall procure that each of its Connected Persons (other than such Connected Persons which are professional advisers, Finance Providers or other external representatives of that Party, in which case, subject always to the remaining provisions of this paragraph 8.1, such Party shall direct that the relevant Connected Person) complies with all the preceding provisions of this Agreement applicable to that Party as if such Connected Person was an additional party to this Agreement and as if each such provision also applied to such Connected Person. The Recipient will be responsible to the Provider for any non-compliance with such provisions by any of its Connected Persons (without prejudice to that person's responsibility for such non-compliance), except where the relevant Connected Person has entered into a direct confidentiality undertaking with the Target in relation to the Proposal.

8.2 Each Party confirms that the other Party may, in the event of any breach of this Agreement, be entitled to seek injunctive relief, specific performance and other equitable relief in addition to or instead of damages.

9 No duty of care and no offer or promotion

9.1 Other than as may otherwise be agreed in the definitive transaction documents in respect of the Proposal, neither the Provider nor any of its Connected Persons shall owe any duty of care to the Recipient or to any other person with respect to the accuracy or completeness of the Confidential Information and is under no obligation to update, alter or add to any Confidential Information notwithstanding that such information may have subsequently become untrue, inaccurate, incomplete or misleading nor shall they have any liability in respect of the Confidential Information whether by virtue of any purported representation or warranty or otherwise (provided that nothing in this paragraph shall exclude liability for fraudulent misrepresentation).

9.2 The Recipient acknowledges and agrees that information made available to it or any of its Connected Persons prior to or in the course of discussions in respect of the Proposal, shall not constitute an offer by any person and are not intended as, and should not be construed in any way as, a recommendation, invitation or inducement to the Recipient or its Connected Persons to engage in investment activity.

10 Non Solicitation

The Recipient will not, and will procure that none of its group undertakings will not, directly or indirectly, for a period of 12 months from the date of this Agreement, without the prior written consent of Provider, employ or offer to employ, or solicit for employment or endeavour to entice away, any individual who is at any time during that 12 month period a director, officer or

senior employee of the Provider or one of its group undertakings. Notwithstanding the foregoing, the publication of advertisements of general circulation or search firm engagements not targeted at the officers, senior executives or employees of the Provider shall not be deemed a violation of the non-solicitation provisions of this paragraph, nor shall this paragraph prohibit the Recipient from employing any person who has made an unsolicited approach to it.

11 Duration

Except where expressly provided otherwise in this Agreement, the obligations of the Parties under this Agreement shall expire on the earlier of: (a) two years from the date of this Agreement; and (b) the date of completion of the Proposal.

12 Inside Information and market abuse

12.1 The Bidder acknowledges and confirms that:

- (a) it is aware of its obligations under all applicable law and regulations in relation to the unpublished price-sensitive information, that some or all of the Confidential Information, or the fact of the Proposal or any of its terms, may constitute inside information for the purposes of Part V of the Criminal Justice Act 1993 (UK) ("**CJA**") and / or the Market Abuse (Amendment) (EU Exit) Regulations 2019 ("**MAR**") and / or the price sensitive information provisions of the London Stock Exchange's AIM Rules for Companies and that it consents to receiving such information; and
- (b) any of its Connected Persons in possession of that information may have information as an insider for the purposes of the CJA and inside information for the purposes of MAR and that it will duly bring to their attention the prohibitions on insider dealing contained in the CJA and the prohibitions on market abuse set out in MAR.

12.2 Without prejudice to the generality of the other provisions of this paragraph 12, each Party confirms that it has established such procedures as are necessary (including the maintenance of insider lists) in order to ensure that it complies with its obligations under all applicable regulatory requirements concerning the unpublished inside information relating to the Proposal.

13 Standstill

13.1 The Bidder agrees and undertakes that, without the prior written consent of the Target, it shall not, and shall ensure that none of its group undertakings nor any Concert Party of the Bidder shall, directly or indirectly, for a period of 12 months from the date of this Agreement:

- (a) deal, or be a party to any dealing, in any Target shares; or
- (b) enter into any contract for differences, spread bet or similar arrangement with reference to the price of the Target shares, grant, accept, acquire, dispose of, exercise or discharge any option to acquire or dispose of any Target shares, or enter into, terminate, assign or novate any stock lending agreement in respect of such shares; or
- (c) announce or make, or cause any other person to announce or make, an offer to acquire all or any Target shares or (unless required to do so by law or by the rules of any competent stock exchange or other regulatory authority or body or the Panel pursuant to Rule 2.2 of the City Code) announce that the Bidder, or any other person, is interested in acquiring all or any of the shares in the Target; or

- (d) take any step which might give rise to an obligation under the City Code or otherwise to announce or make an offer to acquire all or any of the shares in the Target; or
- (e) enter into any agreement, arrangement or understanding (whether or not legally binding) with any person with respect to the holding, voting or transfer of any Target shares.

13.2 All the restrictions in paragraph 13.1 and the restriction on making an announcement contained in paragraphs 4.1, 4.5 and 5.3 will cease to apply:

- (a) upon the Target and the Bidder or one of the Bidder's group undertakings making a joint announcement in accordance with Rule 2.7 of the City Code that the Bidder or one of its group undertakings is to make a takeover offer for the Target's shares which is to be recommended by the board of the Target; and
- (b) from the time a third party offeror (together with its concert parties) which is not (and is not treated as being) a Concert Party of the Bidder:
 - (i) becomes interested in any interest in securities (as defined in the City Code) carrying 20% or more of the voting rights (as defined in the City Code) of the Target;
 - (ii) makes an announcement in accordance with Rule 2.7 of the City Code that it is to make an offer for the Target's shares whether such offer is recommended or not;
 - (iii) announces a "possible offer" under Rule 2.4 of the City Code in relation to an offer for Target;
 - (iv) makes, or is required under the City Code to make, an offer for the Target; or
 - (v) enters into an agreement with the Target to acquire all or substantially all of the undertakings, assets or business of the Target and each of its subsidiary undertakings,

and notwithstanding anything to the contrary in this Agreement, neither the Bidder nor any of its group undertakings shall be restricted from making any announcement in connection with the Proposal:

- (c) following the making of any announcement in accordance with Rule 2.4 of the City Code identifying a bona fide offeror which is not (and is not treated as being) a Concert Party of the Bidder, in each case in respect of a possible offer by such bona fide offeror; or
- (d) in response to the making of any announcement in accordance with Rule 2.4 of the City Code by the Target in respect of the Proposal,

provided that any such announcement by the Bidder or any of its group undertakings in accordance with paragraph 13.2(c) or (d) above shall not include any Confidential Information insofar as it relates to the business of the Target.

13.3 No restriction in paragraph 13.1 applies to any dealing:

- (a) by any adviser to or representative of (i) the Bidder; (ii) the Bidder's Connected Persons; or (iii) a Concert Party of the Bidder, that, at the time of such dealing, has not been:
 - (i) informed of the Proposal; nor
 - (ii) provided with any Confidential Information by the Bidder or by its Connected Persons; nor
 - (iii) engaged (whether or not to its knowledge) to assist the Bidder in relation to the Proposal, nor
- (b) which is an on-market dealing by any person who is an exempt principal trader for the purposes of the City Code made solely for itself as principal; nor
- (c) any dealing by a person who is an exempt fund manager for the purposes of the City Code on behalf of a discretionary client if made on such person's sole initiative without reference to any other person,

so long as any such dealing does not contravene applicable law, including the CJA, MAR, or the City Code or the rules of the London Stock Exchange or the Financial Conduct Authority.

14 Agent for service of proceedings

- 14.1 The Bidder shall maintain an agent in England for service of process and any other documents in proceedings in connection with this Agreement, whether the proceedings are in England or elsewhere.
- 14.2 The agent shall be Harvey & Thompson Limited, currently of Times House, Throwley Way, Sutton, Surrey SM1 4AF. The Bidder shall notify the Target in writing as soon as reasonably practicable of any change.
- 14.3 Any claim form, judgment or other notice of legal process shall be sufficiently served on the Bidder if delivered to Harvey & Thompson Limited at its address as stated in paragraph 14.2 or as notified to the Target by the Bidder pursuant to paragraph 14.2.

15 General

- 15.1 Either Party may terminate discussions with the other about the Proposal at any time.
- 15.2 Neither Party has any obligation to reimburse the other Party or any of its Connected Persons or advisers, nor will it be responsible, for any costs, expenses or other items that might be incurred by it or them in connection with any discussions or negotiations in relation to the Proposal or in complying with this Agreement.
- 15.3 If any term of this Agreement is held to be illegal, invalid or unenforceable (in whole or in part), it shall be deemed not to form part of this Agreement, but the remaining terms shall continue in full force and effect.
- 15.4 This Agreement shall continue in full force and effect in accordance with its terms notwithstanding the completion or termination of discussions between the Parties concerning the Proposal.

- 15.5 This Agreement sets out the whole agreement between the Parties in respect of the subject matter of this Agreement. It supersedes any previous draft, agreement, arrangement or understanding between them, whether in writing or not, relating to its subject matter.
- 15.6 Every term or condition implied by law in any jurisdiction in relation to the subject matter of this Agreement shall be excluded to the fullest extent possible, and to the extent that it is not possible to exclude any such term or condition, each Party irrevocably waives any right or remedy in respect of it.
- 15.7 This Agreement, and all non-contractual obligations arising under or in connection with it, shall be construed in accordance with, and governed by, English law. The courts of England and Wales have jurisdiction to hear and decide any suit, action or proceedings and to settle any disputes, which may arise out of or in connection with this Agreement, for which purpose each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.
- 15.8 The Provider may enforce any term of this Agreement which refers to any other Provider Entity, or is intended to be for its benefit, on behalf of that Provider Entity. A person who is not a party to this Agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. Each Party reserves the right to vary the terms of this Agreement by their mutual written agreement at any time without the consent of any other person.
- 15.9 In this document:
- (a) **Authorised Recipients** means each of the Parties' Connected Persons who reasonably need access to Confidential Information for the purposes of evaluating, negotiating, financing, advising upon or implementing the Proposal;
 - (b) **City Code** means the City Code on Takeovers and Mergers of the United Kingdom;
 - (c) **Concert Party** means any person who, for the purposes of the City Code, is taken to be or would be taken to be a concert party of the Bidder in relation to the Proposal;
 - (d) **Connected Persons** means, in relation to the relevant Party:
 - (i) each of its group undertakings;
 - (ii) its and each of its group undertakings' directors, officers, employees, professional advisers (which includes lawyers, accountants, financial or other professional advisers) and any other agents or representatives appointed in connection with the Proposal (and any directors, offices, employees and partners of any such advisers, agents and representatives);
 - (iii) any Finance Provider; and
 - (iv) any director, officer, employee, adviser, agent or representative of any person referred to in (iii) above (and any directors, officers, employees or partners of any such adviser, agent or representative),provided that, where any obligations in this Agreement are expressed to apply to any Connected Persons, such obligations shall only apply to the extent that the relevant person or entity has actually received Confidential Information;
 - (e) **deal**, as in **dealings** has the meaning given thereto in the City Code;

- (f) **Finance Provider** means a provider or prospective provider of debt finance to the Bidder for the purpose of financing the Proposal, provided that the Target gives prior consent in writing to disclosing the Confidential Information to more than four providers or prospective providers of debt finance other than any such finance provider who has entered into a direct confidentiality undertaking with the Target in relation to the Proposal on terms acceptable to the Target;
- (g) **group undertakings** shall be construed in accordance with section 1161 of the Companies Act 2006;
- (h) headings are for convenience only and do not affect its interpretation;
- (i) the meaning of general words introduced by “other”, “include” or “including” is not restricted as a result of them being preceded by words indicating a particular class of acts, matters or things or being followed by particular examples intended to be embraced by the general words; and
- (j) any reference to any English legal term for any legal concept shall, in respect of any jurisdiction other than England, be deemed to include an additional and separate reference to the legal concept which in that jurisdiction most nearly corresponds or approximates to that English legal term.