CONFIDENTIALITY AGREEMENT

Contents

[redacted]

This Confidentiality Agreement is made on 10 May 2026

Between

(1) **Advanced Medical Solutions Group PLC**, a company registered in England and Wales with number 02867684 and whose registered office is at Premier Park, 33 Road One, Winsford Industrial Estate, Winsford, Cheshire, CW7 3RT (**Target**); and

(2) **H.B. Fuller Company**, a corporation incorporated in the state of Minnesota, USA, whose corporate office is at 1200 Willow Lake Boulevard, St Paul, Minnesota, USA (**Bidder**).

It is agreed

Bidder has expressed interest in a possible offer for the entire issued and to be issued share capital of Target (**Proposal**).

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

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

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

Signed for Target and Bidder as follows:

For Advanced Medical Solutions Group PLC

Signed by: Chris Meredith) [redacted]
)

For and on behalf of
Advanced Medical Solutions Group PLC

For H.B. Fuller Company)
) ....

Signed by:

For and on behalf of
H.B. Fuller Company

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For Advanced Medical Solutions Group PLC

Signed by:)
) ....

For and on behalf of
Advanced Medical Solutions Group PLC

For H.B. Fuller Company)
) [redacted] ....

Signed by: Brendon Kryzer

For and on behalf of
H.B. Fuller Company

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 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;

(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;

(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) Bidder will not disclose any Confidential Information to any shareholder or parent undertaking of it without the prior written consent of Target;

(b) such access is given solely for the purpose of such Connected Person evaluating, negotiating, financing, advising upon or implementing the Proposal; and

(c) 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 letter shall prevent the board of Target from making an announcement relating to the Proposal or publicly identifying Bidder at any time the board of Target considers appropriate.

3.3 Bidder notes the terms of Practice Statement 25 of the City Code and confirms that any debt syndication undertaken by it during the offer period (as defined in the City Code) 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 3.3(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 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 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, 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 from doing so, the Recipient will notify the Provider of any disclosure to which paragraph 4.1(a) applies which the Recipient anticipates it will be required to make as soon as reasonably possible 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 from doing so, take all such steps as the Provider reasonably requests to 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 from doing so, the Recipient will keep the Provider fully and promptly informed of all relevant matters so that the Provider, at its sole cost and expense, may seek a protective order or other appropriate remedy in relation to such anticipated disclosure.

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 Bidder will not reveal, confirm or acknowledge to any person other than in confidence to any of its Authorised Recipients (or other than as required or permitted under this Agreement):

(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 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. For the purposes of paragraph 4.4 and 4.5 of this Agreement, the definition of Authorised Recipients shall, save with the prior written consent of Target, exclude any shareholder or parent undertaking of Bidder.

5 Authorised contacts

5.1 Bidder shall procure that each of its Connected Persons (other than such Connected Persons which are professional advisers, Finance Providers or other external representatives of Bidder, in which case, subject always to paragraph 8.1, Bidder shall direct that the relevant Connected Person) shall:

(a) direct all communications to Target relating to the Proposal only to the chairman or executive directors of Target, its advisers, Evercore Partners International LLP, Investec Bank plc, Addleshaw Goddard LLP or anyone subsequently identified in writing by the chairman or executive directors 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 Target or any of its group undertakings in relation to the Proposal.

5.2 Other than as otherwise permitted under paragraph 5.1 or in the ordinary course of business not related to the Proposal, for a period of 1 year after the date of this agreement, 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 Bidder, in which case, subject always to paragraph 8.1, Bidder shall direct (and not revoke such direction) that no such Connected Person) directly or indirectly, without 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, shareholder, customer, regulator of or lender to, any group undertaking of Target.

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: (a) 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; and/or (b) all Confidential Information from any such analyses, compilations, studies or documents prepared or created by the Recipient or any of its Connected Persons while being able to retain such analyses, compilations, studies or documents without any such Confidential Information; each 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 definition of Confidential Information above, comply with all laws that relate to data protection, privacy, the use of information relating to individuals and 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 (and not revoke such direction) 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 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 Target nor any of its Connected Persons shall owe any duty of care to Bidder 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 Bidder 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 Bidder or its Connected Persons to engage in investment activity.

10 Non-solicitation

Each of the Parties will not, and will procure that none of its group undertakings will, directly or indirectly, for a period of 12 months from the date of this Agreement, without the prior written consent of the other Party, 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 other Party 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 other Party shall not be deemed a violation of the non-solicitation provisions of this paragraph, nor shall this paragraph prohibit either Party 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) the second anniversary of the date of this Agreement and (b) the date of completion of the Proposal.

12 Inside information and market abuse

12.1 Bidder acknowledges and confirms that:

(a) it is aware of its obligations under all applicable law and regulations in relation to 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 Regulation (EU) 596/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended by UK legislation from time to time, (**MAR**) 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 Bidder shall not, and it shall procure that no person to whom it discloses any of the Confidential Information (other than such persons which are professional advisers, Finance Providers or other external representatives of Bidder, in which case, subject always to paragraph 8.1, Bidder shall direct (and not revoke such direction) that no such person) shall, disclose any such information to another person (except as permitted by this letter) or use any of the Confidential Information to deal in any securities or to encourage another person do so in circumstances that would contravene the CJA or MAR.

12.3 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 Bidder agrees and undertakes that, without the prior written consent of Target, it shall not, and shall ensure that none of its group undertakings nor any Concert Party of Bidder shall, directly or indirectly, for a period ending on the first to occur of (i) the date 12 months after the date of this Agreement and (ii) the date 6 months after the date of any statement by the Bidder in relation to the Target to which Rule 2.8 of the City Code applies:

(a) deal, or be a party to any dealing, in any Target shares;

(b) enter into any contract for differences, spread bet or similar arrangement with reference to the price of 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 any Target shares;

(c) announce or make, an offer pursuant to Rule 2.7 of the City Code or possible offer pursuant to Rule 2.4 of the City Code 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 Bidder, or any other person, is interested in acquiring all or any of the shares in Target;

(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 Target;

(e) make an approach to, solicit or enter into discussions with any of Target's shareholders in connection with any offer for all or any of the securities of Target, solicit or in any way participate in the solicitation of, any of Target's shareholders to vote in a particular manner at any meeting of the shareholders of Target or solicit, or in any way participate in the solicitation of, any of Target's shareholders to requisition or join in the requisitioning of any general meeting of Target;

(f) seek to control, direct or influence the management, board of directors, shareholders, policies or affairs of Target or any member of its group or assist, participate in, facilitate, encourage or solicit any attempt by any person to do or seek to do any of the foregoing;

(g) seek election to or seek to place a representative on the board of directors of Target or seek the removal of any member of the board of directors of Target;

(h) 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;

(i) solicit, or make or participate in any solicitation of, or seek to persuade any existing or potential customer of or supplier to Target to act in a particular manner in relation to their existing or proposed contractual terms and other arrangements with Target or a member of its group; or

(j) enter into any agreement, arrangement or understanding (whether or not legally binding) with any other person to or connected with any of the foregoing.

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

(a) upon Target and Bidder or one of Bidder's group undertakings making a joint announcement in accordance with Rule 2.7 of the City Code that Bidder or one of its group undertakings is to make a takeover offer for Target's shares which is to be recommended by the board of Target, the making of which is not subject to any pre-conditions;

(b) upon the making of an announcement in accordance with Rule 2.7 of the City Code by a bona fide offeror which is not (and is not treated as being) a Concert Party of Bidder that it is to make an offer for Target's shares whether such offer is recommended or not;

(c) if the Target enters into, or announces that it is proposing to enter into, a reverse takeover or a Rule 9 waiver (each as referred to in the City Code); and/or

(d) if a third party which is not a Concert Party of the Bidder enters into an agreement with the Target or any of its group undertakings to acquire all or substantially all of the undertakings, assets or business of the Target or the Target's group.

13.3 No restriction in paragraph 13.1 applies to any dealing:

(a) by any adviser to or representative of (i) Bidder, (ii) Bidder's Connected Persons or (iii) a Concert Party of Bidder, that, at the time of such dealing, has not been:

(i) informed of the Proposal; nor

(ii) provided with any Confidential Information by Bidder or by its Connected Persons; nor

(iii) engaged (whether or not to its knowledge) to assist 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 (without limitation) the CJA, MAR and the City Code) or the rules of the London Stock Exchange or the Financial Conduct Authority.

14 Agent for service of proceedings

14.1 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 H.B. Fuller U.K. Manufacturing Limited (FAO General Counsel, H.B. Fuller U.K. Manufacturing Limited, Outram Road, Global Lane Industrial Estate, Dukinfield, Cheshire, SK16 4XE) (the **Agent**) with a copy to FAO Colin Bugler, Ashurst LLP, London Fruit and Wool Exchange, 1 Duval Square, London, E1 6PW. Bidder shall notify 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 Bidder if delivered to the Agent at its address as stated in paragraph 14.2 or as notified to Target by 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, 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.

15.6 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.

15.7 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 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 equity or debt finance to Bidder for the purpose of financing the Proposal;

(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;

(j) any reference to a gender shall be to that gender, any other gender and the neutral gender; and

(k) 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.