Apollo Management International LLP
1 Soho Place, London W1D 3BG

29 June 2026

Dear Sir or Madam,

Strictly private and confidential

Project Granite

Apollo Management International LLP ("**you**" or "**your**") have expressed an interest in the Proposed Transaction. In consideration of members of our Group making Confidential Information available to you and your Representatives, you hereby agree to the following.

1. **INTERPRETATION**

1.1 In this agreement:

"**acting in concert**" has the meaning given in and shall be construed in accordance with the Takeover Code;

"**Affiliates**" means, in your case:

(a) in relation to any person or entity, a person or entity that, directly or indirectly, whether or not through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned person or entity, and for these purposes "control" means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, or by contract or otherwise);

(b) any Fund or any general partner or manager of, or adviser in respect of the investments of, any Fund, or the limited partners (or equivalent underlying investors of) any Fund; and

(c) any trustee, nominee, custodian or operator of any Fund,

except that the definition of "Affiliate" shall exclude any direct or indirect portfolio companies of such persons (or the limited partners or equivalent underlying investors of any Fund) that have not received any Confidential Information;

"**Company**" or "**we**" or "**us**" means easyJet plc;

"**concert party**" means any person deemed or presumed to be acting in concert with you under the Takeover Code;

"**Confidential Information**" means: (a) all Information relating directly or indirectly to the Proposed Transaction, this agreement, the existence and content of the discussions and negotiations between you and us (or our respective Representatives); and (b) all Information relating to any member of our Group, or any of the Company's shareholders (including holders of American depositary receipts), holders of the Company's listed debt, disclosed in any way (directly or indirectly and whether on or after the date of this agreement) by us, any member of our Group or any of our respective Representatives. Confidential Information includes all copies of any such Information and all Derivative Information.

Confidential Information excludes Information:

(a) that at the date of disclosure to you or your Representatives is publicly known or at any time after that date becomes publicly known (otherwise than as a consequence of any breach of this agreement by you or your Representatives or which you know (or ought reasonably to have known having made reasonable enquiry) to have been disclosed in breach of any duty of confidentiality owed to us or any member of our Group in respect of such Information);

(b) that you can show was independently developed by you or your Representatives;

(c) that was otherwise properly and lawfully in your or your Representatives' possession prior to the time that it was disclosed by us, any member of our Group or any of our respective Representatives, in each case without breach of any duty of confidentiality owed to us or any member of our Group in respect of such Information; and

(d) that, after it is first disclosed to you or your Representatives, is lawfully received by you or your Representatives from a third party who, so far as you or your Representatives (as the case may be) is aware (having made reasonable enquiries), does not owe any obligation or duty of confidentiality to any member of our Group in respect of such Information;

"**Derivative Information**" means all Information created by you or your Representatives, or on your or their behalf, to the extent containing or reflecting or generated from the Confidential Information;

"**easyJet Group**" means the Company and each of its subsidiary undertakings from time to time;

"**Finance Provider**" means any provider or prospective provider of debt or equity finance;

"**Fund**" means any of your or your Affiliates' funds, accounts and/or other collective investment schemes;

"**Group**" means in relation to us, our respective ultimate parent undertaking and such parent undertaking's subsidiary undertakings from time to time including, in our case, all members of the easyJet Group;

"**Industry Investor**" means any person that directly or indirectly owns, controls or holds 10% or more of the issued share capital, voting rights or other equity interests in any Industry Participant;

"**Industry Participant**" means any person whose principal business activities (or a material part thereof) relates to the commercial aviation or package holiday industries in the UK or Europe (including, but not limited to: (a), the ownership, operation, management, leasing, financing, maintenance, manufacture, distribution or supply of aircraft (and their constituent parts); and (b) the provision of air transport services, airport operations, package holiday, tour operator or travel accommodation services, in each case in the UK or Europe);

"**Information**" means all information of any nature and in any form, including in writing or orally or in a visual or an electronic form or in a magnetic or digital form;

"**interests in securities**" or "**interests in shares**" has the meaning given in and shall be construed in accordance with the Takeover Code from time to time;

"**Panel**" means the Panel on Takeovers and Mergers;

"**Permitted Finance Provider**" means:

(a) Barclays Bank Plc; and

(b) any other provider or prospective provider of debt or equity finance to you in connection with the Proposed Transaction who:

   (i) is not an Industry Participant; and who has entered into a confidentiality agreement on terms no less onerous than those in this agreement or who has otherwise undertaken to be bound by obligations of confidentiality with respect to the disclosure of Confidential Information in a form reasonably satisfactory to us; or

   (ii) is an Industry Investor and has entered into a confidentiality agreement on terms no less onerous than those in this agreement or who has otherwise undertaken to be bound by obligations of confidentiality with respect to the disclosure of Confidential Information in a form reasonably satisfactory to us and has provided you the confirmation in Appendix 1 (including by way of email);

"**Proposed Transaction**" means the acquisition of the entire issued and to be issued share capital of the Company by an entity to be established by you and your Affiliates, whether by way of a takeover offer or a scheme of arrangement (in each case, as defined in the Companies Act 2006);

"**Representatives**" means:

(a) in relation to us, (i) any member of our Group from time to time, and (ii) the directors, officers, employees, agents and professional advisers of the Company or any member of our Group; and

(b) in relation to you, your Affiliates and the partners, directors, officers, employees, agents, partners, consultants, contractors, financial advisers and professional advisers of such Affiliates from time to time;

"**Restricted Person**" means any executive director or officer of any member of our Group with whom you or your Representatives come into contact primarily in connection with the Proposed Transaction or any executive director, officer of any member of the easyJet Group of whom you or your Representatives are provided information as a result of the Proposed Transaction; and

"**Takeover Code**" means the City Code on Takeovers and Mergers issued by the Panel, as amended from time to time.

1.2 In this agreement, a reference to:

1.2.1 "**subsidiary undertaking**" or "**parent undertaking**" is to be construed in accordance with section 1162 (and Schedule 7) of the Companies Act 2006 and for the purposes of this definition, a subsidiary undertaking shall include any person the shares or ownership interests in which are subject to security and where the legal title to the shares or ownership interests so secured are registered in the name of the secured party or its nominee pursuant to such security;

1.2.2 a "**person**" includes a reference to a body corporate, association or partnership; and

1.2.3 a "**party**" is a reference to a party to this agreement and includes a reference to that party's legal personal representatives, successors and permitted assigns, and "**parties**" shall be construed accordingly.

1.3 The *ejusdem generis* principle of construction shall not apply to this agreement. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 The undertakings in this agreement are given by you for our benefit and for the benefit of each member of our Group (and our and their respective directors, officers and employees) who may enforce relevant provisions of this agreement in accordance with paragraph 12.

2. CONFIDENTIAL INFORMATION

2.1 You shall treat and keep all Confidential Information as confidential and shall not, without our prior written consent, directly or indirectly disclose Confidential Information to any other person other than as permitted by paragraph 3.1 or in accordance with paragraph 5, provided that nothing in this agreement shall restrict your ability to disclose your views, in general terms, on the Proposed Transaction (including but not limited to its terms, conditionality, structure, timetable, deliverability, and any associated risks) to any person or in any announcement, provided that such views do not include the disclosure of Confidential Information (for this purpose, Confidential Information having only the meaning in sub-paragraph (b) of the definition of “Confidential Information”).

2.2 You shall ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to your own confidential information.

2.3 You shall only use the Confidential Information for the purpose of the consideration, structuring, evaluation, negotiation, advising on, furthering and/or implementation of the Proposed Transaction (including, for the avoidance of doubt, the financing thereof).

3. **PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION**

3.1 The restrictions in paragraph 2.1 do not apply to the disclosure of Confidential Information:

3.1.1 to your Representatives, and by any such Representative to any other such Representative, in each case who need to know the Confidential Information for the purposes of considering, advising on, evaluating, structuring, negotiating, furthering and/or implementing the Proposed Transaction (including, for the avoidance of doubt, the financing thereof);

3.1.2 to your Finance Providers and their employees, directors, officers, contractors or professional advisers who need to know the Confidential Information for the purposes of considering, advising on, evaluating, negotiating, furthering and/or implementing the financing of the Proposed Transaction (for this purpose, Confidential Information having only the meaning in sub-paragraph (a) of the definition of "Confidential Information");

3.1.3 to your Permitted Finance Providers and their employees, directors, officers, contractors or professional advisers who need to know the Confidential Information for the purposes of considering, advising on, evaluating, negotiating, furthering and/or implementing the financing of the Proposed Transaction (for this purpose, Confidential Information having the meaning in both sub-paragraphs (a) and (b) of the definition of "Confidential Information"); or

3.1.4 to the extent required by law or the rules of any applicable regulatory, governmental or supervisory authority to whose jurisdiction you or your Representatives are subject (subject to paragraph 5).

3.2 You shall ensure that any person to whom any Confidential Information is disclosed by you in accordance with paragraph 3.1.1 complies with all the applicable provisions of this agreement as if it were a party to this agreement and you shall be responsible for any breach of such provisions of this agreement by any such person (unless such person has entered into a direct confidentiality undertaking with us in relation to the Proposed Transaction) and provided that any proceeding in respect of any such breach by any of your Representatives who are your or your Affiliates' directors, officers, partners, members, employees or controlling persons shall be brought against you only.

3.3 We acknowledge that your directors, officers and employees may serve as directors, officers and/or employees of your and your Affiliates' portfolio companies, and the parties agree that such portfolio companies shall not be deemed to have received Confidential Information solely due to the dual role of any such director, officer or employee, so long as they do not provide any Confidential Information to the other directors, officers or employees of any portfolio companies, other than similar dual role directors, officers and employees.

4. **DATA PROTECTION**

4.1 You shall comply with all applicable data protection laws in relation to the processing of any personal data which relates directly or indirectly to the Proposed Transaction and is or has been disclosed in any way (directly or indirectly and whether on or after the date of this agreement) by us, any member of our Group or any of our respective Representatives to you, any of your Affiliates or any of your or their respective Representatives, including all copies of, or personal data otherwise derived from, such personal data.

4.2 The terms "**processing**" and "**personal data**", when used in this paragraph 4, have the meanings given to them in the UK GDPR (as defined in sections 3 and 205(4) of the Data Protection Act 2018).

5. **ANNOUNCEMENTS AND DISCLOSURE**

5.1 Subject to paragraph 5.2 and other than as provided in paragraph 3, you shall not make any announcement containing any Confidential Information (for this purpose, Confidential Information having only the meaning in sub-paragraph (b) of the definition of "Confidential Information") without our prior written consent.

5.2 If you are required by law or regulation or regulatory body (including the Takeover Panel or any relevant securities exchange) or by any court or tribunal of competent jurisdiction to make an announcement of your interest in the Proposed Transaction or to disclose any Confidential Information, you shall, where and to the extent reasonably practicable in the circumstances and not prohibited by such law or regulation, only make such announcement or disclosure after consultation with us and after taking into account our reasonable requirements as to its timing, content and manner of making. If you are unable to consult with us before the announcement or disclosure is made, you shall to the extent not prohibited by such law, regulation, regulatory body, court or tribunal of competent jurisdiction, promptly inform us of the circumstances, timing, content and manner of making of the announcement or disclosure after such announcement or disclosure is made.

5.3 For the avoidance of doubt, nothing in this agreement will prevent the Company from making any announcement referred to in Rule 2.3(d) of the Code, or oblige the Company to take or omit to take any action which the Takeover Panel determines is not permitted by Rule 21.2 or any other provision of the Code.

6. **RETURN OF CONFIDENTIAL INFORMATION**

6.1 You shall, upon written request by us at any time following termination of discussions concerning the Proposed Transaction:

6.1.1 promptly, destroy or return to us (at your option) all hard copy documents and other materials in your possession or control which are in a form reasonably capable of delivery or destruction containing or reflecting the Confidential Information and all copies thereof and ensure the destruction of all Derivative Information and confirm to us in writing (email being sufficient) that, you have complied with this paragraph 6.1.1; and

6.1.2 ensure that where Confidential Information has not been destroyed or returned under paragraph 6.1.1, all reasonable steps are taken to erase from any computer under your control any document, disk or file to the extent containing, reflecting or generated from any Confidential Information and that, following such erasure, no steps will be taken to access or recover such material,

save that you will be entitled to retain such copies of such Confidential Information: (i) to the extent required by law or regulation or by your internal compliance procedures; or (ii) contained in an archived computer backup system stored as a result of automated backup procedures.

6.2 Any Confidential Information which, notwithstanding paragraph 6.1, is retained will continue to be held subject to the terms of this agreement and you shall not further use or disclose to any person any such Confidential Information.

7. **CONTACT WITH US, THE EASYJET GROUP AND OTHERS**

7.1 You shall direct all communications and questions regarding the Proposed Transaction to:

7.1.1 the directors of the Company;

7.1.2 nominated individuals at Clifford Chance LLP, the Company's legal counsel in respect of the Proposed Transaction; and/or

7.1.3 nominated individuals at Evercore Partners International LLP, the Company's lead financial adviser in respect of the Proposed Transaction,

or such other persons who are subsequently notified in writing to you or your Representatives by or on behalf of us or any member of our Group or our respective advisers from time to time.

7.2 You acknowledge and agree that any consent or authorisation required under this agreement shall only be given on our behalf by (or on behalf of) [redacted] or [redacted]

7.3 You shall not directly or indirectly, without our prior written consent at any time during the period of 12 months from the date of this agreement use any Information to:

7.3.1 initiate or engage in or have any contact of any kind whatsoever in connection with the Proposed Transaction with any customer or supplier of, or lender to, any member of the easyJet Group or credit rating agency (save, in respect of such lenders, where such lender is a Finance Provider in connection with the Proposed Transaction). For the avoidance of doubt this restriction shall not prohibit you or your Representatives from:

(a) conducting any commercial, market or other similar diligence process in connection with the Proposed Transaction, provided it is conducted through a third party on a no-names basis and no reference is made to the Proposed Transaction and no Information is used in connection therewith or

(b) contacting any persons in the ordinary course of its existing business, provided that no reference is made to the Proposed Transaction and no Information is used is used in connection therewith; or

7.3.2 solicit, engage or employ (whether paid or unpaid) any Restricted Person. For the avoidance of doubt this restriction shall not prohibit you from:

(a) engaging or employing any Restricted Person who has responded to a bona fide recruitment advertisement not specifically targeted at such Restricted Person;

(b) who approaches you or your Representatives on their own initiative on an unsolicited basis or who was already in discussions with you or your Representatives before the date of this Agreement; or

(c) after the cessation of such Restricted Person's engagement or employment, provided such cessation is not the result of any direct or indirect solicitation by you or your Representatives who have actually received Confidential Information.

8. **ACTING AS PRINCIPAL**

You confirm that you are acting in this matter as an adviser to funds managed by Affiliates of Apollo Global Management, Inc. and not as nominee, agent or broker for any other person and that you will be responsible for your own costs whether incurred by you or your Representatives in connection with the Proposed Transaction (whether or not it proceeds) and in complying with the terms of this agreement.

9. **INSIDE INFORMATION AND MARKET ABUSE**

9.1 You acknowledge that some or all of the Information disclosed pursuant to this agreement may be inside information in relation to the securities of the Company for the purposes of the Market Abuse Regulation and Part V Criminal Justice Act 1993, such that a person who has that information may be prohibited or restricted from using it to deal in the securities of the Company under Part V Criminal Justice Act 1993, the Market Abuse Regulation or other applicable insider dealing, market abuse or similar law. You shall not use any of the Information disclosed pursuant to this agreement that would constitute inside information, to deal, or to encourage anyone else to deal, in any of those securities. You shall not otherwise use or disclose any Information disclosed pursuant to this agreement in a way that amounts to market abuse under the Market Abuse Regulation or contravenes Part V Criminal Justice Act 1993 or any other applicable insider dealing, market abuse or similar law.

9.2 For the purposes of this agreement: "**Market Abuse Regulation**" means Regulation (EU) 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018.

10. NO REPRESENTATIONS; NO OFFER

10.1 You acknowledge that neither we nor any member of our Group nor our respective Representatives:

10.1.1 accepts any responsibility for or makes any representation or warranty, express or implied, as to the truth, accuracy, completeness or reasonableness of any Confidential Information or any other Information provided to you or your Representatives;

10.1.2 will be liable to you or to any other person in respect of any Confidential Information or any other Information provided to you or your Representatives or its use; or

10.1.3 is obliged to update any Confidential Information or any other Information provided to you or your Representatives or to notify you or your Representatives of, or to correct any inaccuracies in, any such information (even if such inaccuracies are discovered subsequent to the provision of such information).

10.2 You agree that you will not place any reliance on any statement, representation, warranty or undertaking (written or oral or in any other form) made by us, any member of our Group or our respective Representatives in connection with the Confidential Information, any other Information provided to you or your Representatives, the Proposed Transaction or any other matter contemplated hereby.

10.3 You acknowledge that you will be responsible for making your own decisions on the Confidential Information, any other Information provided to you or your Representatives and the Proposed Transaction.

10.4 You acknowledge and agree that neither the provision of any Confidential Information nor the discussions, negotiations or any other matter in relation to the Proposed Transaction constitutes an offer, inducement or invitation to acquire any part of the easyJet Group, nor will they form the basis of, or any representation in relation to, any agreement to acquire any part of the easyJet Group.

10.5 The statements in paragraphs 10.1 to 10.4 inclusive are made subject to the terms of any definitive written agreement or agreements entered into between you and us relating to the Proposed Transaction (if and when signed).

10.6 Nothing in this paragraph 10 shall have the effect of limiting or restricting any liability arising as a result of fraud.

11. DURATION

Unless otherwise stated herein, this agreement shall continue until the earlier of: (i) the second anniversary of the date of this agreement; or (ii) the date of completion of the Proposed Transaction, such expiry shall be without prejudice to any rights and obligations which may have been accrued before such expiry.

12. **THIRD PARTY RIGHTS**

The provisions of this agreement confer benefits on the persons referred to in paragraph 1.4 (other than us) (each a "**Third Party**") and each Third Party will have the right under the Contracts (Rights of Third Parties) Act 1999 (the "**1999 Act**") to enforce its respective rights under this agreement. The parties to this agreement do not require the consent of any Third Party to rescind or vary this agreement (other than paragraphs 10, 12 and 15) at any time. No other person who is not a party to this agreement has any right under the 1999 Act to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from the 1999 Act.

13. **GENERAL**

13.1 You acknowledge and agree that damages alone may not be an adequate remedy for a breach of this agreement or breach of confidence and that we shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this agreement or breach of confidence.

13.2 The failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy provided by this agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

13.3 A variation of this agreement or a waiver granted by us, any member of our Group or our respective Representatives in respect of any action taken by you is valid only if it is in writing and signed by us.

13.4 To the extent that any Confidential Information is covered or protected by privilege, disclosing such Confidential Information to you or otherwise permitting disclosure of it in accordance with this agreement does not constitute a waiver of privilege or any other rights which we or any member of our Group or our respective Representatives may have in respect of such Confidential Information.

13.5 The rights and remedies contained in this agreement are cumulative and not exclusive of any rights or remedies provided by law.

13.6 You acknowledge and agree that no right or licence is granted to you or your Representatives in relation to the Confidential Information except as expressly set out in this agreement.

13.7 The invalidity, illegality or unenforceability of any provision of this agreement does not affect the continuation in force of the remainder of this agreement.

14. **ASSIGNMENT**

Neither party shall assign, transfer, declare a trust of the benefit of or in any other way alienate any of its rights under this agreement whether in whole or in part without the prior written consent of the other party.

15. **GOVERNING LAW AND JURISDICTION**

15.1 This agreement and any non-contractual or other obligations arising out of or in connection with it are governed by English law.

15.2 The courts of England have exclusive jurisdiction to decide any dispute which may arise out of or in connection with this agreement, including a dispute regarding the existence, validity or termination of this agreement or relating to any non-contractual or other obligation arising out of or in connection with this agreement or regarding the consequences of its nullity (a "**Dispute**"), and for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

15.3 The parties agree that the courts of England are the most appropriate and convenient courts to decide Disputes and accordingly no party will argue to the contrary.

15.4 You acknowledge and agree that, in accordance with paragraph 12, each Third Party has the right under the 1999 Act to enforce paragraph 15.2 and 15.3 against you and that the application of paragraphs 15.2 and 15.3 is not limited to Disputes between you and us but shall also apply to Disputes between you and any Third Party.

16. **COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement. This agreement shall not come into effect until each party has executed at least one counterpart.

Please acknowledge your entry into this agreement by signing, dating and returning the enclosed copy of this agreement to us.

Yours faithfully

[redacted]

for and on behalf of
easyJet plc

Agreed a[redacted]

______[redacted]________________

for and o[redacted]

Apollo Management International LLP
Name: [redacted]
Title: Authorised Signatory

Date: 29 June 2026

Appendix 1

Confirmation Statement

We confirm that we will not share any information received from you with any of our directors or employees who are actively involved in the day to day commercial/strategic operations and decisions of an Industry Participant.

"**Industry Participant**" means any person whose principal business activities (or a material part thereof) relates to the commercial aviation or package holiday industries in the UK or Europe (including, but not limited, to: (a) the ownership, operation, management, leasing, financing, maintenance, manufacture, distribution or supply of aircraft (and their constituent parts); and (b) the provision of air transport services, airport operations, package holiday, tour operator or travel accommodation services, in each case, in the UK or Europe.)