



Pearson plc Education Bond Reporting as at 31 December 2021

Terms of using the PwC Assurance Report

I accept and agree for and on behalf of myself and the entity I represent (each a "recipient") that:

1. PricewaterhouseCoopers LLP ("PwC") accepts no liability (including liability for negligence) to each recipient in relation to PwC's report. The report is provided to each recipient for information purposes only. If a recipient relies on PwC's report, it does so entirely at its own risk;
2. No recipient will bring a claim against PwC which relates to the access to the report by a recipient;
3. Neither PwC's report, nor information obtained from it, may be made available to anyone else without PwC's prior written consent, except where required by law or regulation;
4. PwC's report was prepared with Pearson plc's interests in mind. It was not prepared with any recipient's interests in mind or for its use. PwC's report is not a substitute for any enquiries that a recipient should make. PwC's assurance report is based on historical information. Any projection of such information or PwC's opinion thereon to future periods is subject to the risk that changes may occur after the report is issued. For these reasons, such projection of information to future periods would be inappropriate;
5. PwC will be entitled to the benefit of and to enforce these terms; and
6. These terms and any dispute arising from them, whether contractual or non-contractual, are subject to English law and the exclusive jurisdiction of English courts.

I accept

I don't accept