

PROJECT KIT – CLEAN TEAM AGREEMENT

THIS CLEAN TEAM AGREEMENT is made on 19 May 2025.

BETWEEN

1. Marlowe plc, a company incorporated in the United Kingdom and having its registered office at 20 Grosvenor Place, London, SW1X 7HN (the **Company**); and
 2. Mitie Group plc, a company incorporated in the United Kingdom and having its registered office at 35 Duchess Road, Rutherglen, Glasgow, G73 1AU (the **Offeror**),
- (each a **Party**, and together the **Parties**).

WHEREAS:

- (A) In connection with the potential offer by the Offeror for the Company (the **Proposed Transaction**), the Parties recognise that the Offeror will need to access the Company's Competitively Sensitive Information (as defined below).
- (B) Additionally, as part of the Proposed Transaction, the Company may need to access the Offeror's Competitively Sensitive Information (as defined below).
- (C) In consideration of the undertakings provided by each of the Parties as set out below, the Parties are willing, subject to the terms of this Agreement, to make available certain Competitively Sensitive Information to members of each other's respective Clean Team (as defined below) solely for the purpose of the respective Clean Teams collecting and analysing the data in accordance with Clause 1.3 below.
- (D) This Agreement records the terms on which the Parties will provide Competitively Sensitive Information to one another and their respective Clean Teams, and the steps required to be taken by the Parties in relation to the use and protection of such Competitively Sensitive Information, to ensure compliance with relevant competition laws.
- (E) A confidentiality undertaking letter between the Parties dated 8 May 2025 (the **NDA**) sets out undertakings relating to the confidentiality and use of Information in connection with the Proposed Transaction. Capitalised terms not otherwise defined in this Agreement have the meanings given to such terms in the NDA unless there is a conflict, in which case the meaning given in this Agreement takes precedence.

IT IS AGREED AS FOLLOWS:

- 1.1 **Competitively Sensitive Information** means Information provided by a Party that is confidential and is clearly designated in accordance with Clause 1.5 below by the disclosing Party as disclosable only to the Clean Team (but shall not include any Information which is already in the public domain when it is first disclosed to the other Party or which subsequently enters the public domain, other than through a breach of any of the undertakings contained in this Agreement by the receiving Party). Guidance as to the type of material that may be designated as Competitively Sensitive Information is set out in **Annex 1**.
- 1.2 In addition to the terms of the NDA, Competitively Sensitive Information is also subject to the terms of this Agreement.

- 1.3 Competitively Sensitive Information shall only be disclosed by a Party to the other Party's Clean Team for the purposes of:
- (a) conducting due diligence in relation to the Proposed Transaction;
 - (b) evaluating the synergies expected to result from the Proposed Transaction;
 - (c) planning the Proposed Transaction and integration process;
 - (d) undertaking a preliminary evaluation of regulatory clearance matters, including competition and foreign investment approvals; and
 - (e) preparing notifications to and/or subsequent communications with any relevant competition, foreign investment and/or regulatory authority in relation to the Proposed Transaction,
- (the **Designated Matters**).
- 1.4 Competitively Sensitive Information shall not be used for any other purpose, including any other business, litigation, arbitration, mediation, settlement, commercial or other purpose whatsoever.
- 1.5 The procedures described below must be followed in relation to the provision of Competitively Sensitive Information:
- (a) Any Information that is considered by the disclosing Party to contain Competitively Sensitive Information shall be marked by that Party as "Clean Team Information" and/or placed in a clean team only area of the virtual data room;
 - (b) The receiving Party shall ensure that access to Competitively Sensitive Information is limited to a clean team of people and then only on a need-to-know basis. Each Party should therefore establish a clean team, which consists of:
 - (i) those identified employees/managers listed in **Annex 2** (as updated from time to time, subject to the approval, in writing and in advance, of each Party, such approval not to be unreasonably withheld), with individual names, titles and details of function; and
 - (ii) the external advisers appointed by each Party in connection with the Proposed Transaction (eg independent accountants, lawyers and professional advisers),(the **Clean Team**);
 - (c) Current and future members of each Party's Clean Team must not have any customer-facing role, strategic or commercial decision-making role on competitively sensitive issues (such as, but not limited to, strategy, marketing, sales, and pricing) in relation to any business that competes directly with the business of the other Party involved in the Proposed Transaction until the earlier of (i) completion of the Proposed Transaction; (ii) six months from a Party notifying the other Party (in writing) that an individual identified in **Annex 2** (as updated from time to time) is no longer part of the Clean Team, and that Party confirming that the individual has complied with the destruction of Competitively Sensitive Information in compliance with Clause 1.5(i) below; or (iii) six months from termination of the Parties' commercial discussions in relation to the Proposed Transaction;
 - (d) Each member of the Clean Team shall adhere to the terms of this Agreement and, with the exception of the Parties' external advisers, must acknowledge the terms on which Competitively Sensitive Information is shared with them by signing a confidentiality undertaking (individually in the case of each Party's employees/managers) in the form set out

in **Annex 3**, and each Party shall direct its respective external advisers to adhere to the terms of this Agreement. These obligations exist notwithstanding any separate undertaking provided in relation to data room access;

- (e) Members of each Party's Clean Team must not pass or share Competitively Sensitive Information to or with any persons who are not members of the Clean Team;
- (f) Reports, assessments, conclusions, findings and views based on Competitively Sensitive Information may be prepared for and/or passed to others outside the Clean Team, provided they do not disclose or permit deduction of the underlying Competitively Sensitive Information (eg by reporting or summarising information only in aggregated or anonymised form or by omitting, redacting or otherwise sufficiently masking Competitively Sensitive Information);
- (g) Members of the Clean Team must take all necessary steps to ensure that persons who are not members of the Clean Team cannot access Competitively Sensitive Information, including by keeping Competitively Sensitive Information secure and separate from other records, documents or information; this obligation shall extend to materials and analyses generated by members of the Clean Team, otherwise in accordance with Clause 1.5(f) above, that contain or refer to Competitively Sensitive Information;
- (h) In the event that any Competitively Sensitive Information is inadvertently disclosed to any person who is not a member of the receiving Party's Clean Team (including where the recipient is part of the wider transaction team and any person whose actions are not subject to a confidentiality undertaking (either individually or as a firm) in the form set out in **Annex 3**), the receiving Party must promptly (i) inform the disclosing Party's General Counsel or external legal advisors of the disclosure and take all necessary steps to ensure that such person destroys such Competitively Sensitive Information, and (ii) ensure that the Competitively Sensitive Information in question is not shared further outside the Clean Team;
- (i) All items containing Competitively Sensitive Information shall remain the property of the disclosing Party and any Competitively Sensitive Information provided by that Party must be deleted and/or destroyed by the receiving Party, without the receiving Party retaining any copies (unless an external adviser is required to do so for compliance with its professional or regulatory obligations) in the event that the Proposed Transaction does not proceed; and
- (j) If a Party or any member of a Party's Clean Team is required (by any law, rule, regulation, requirement or official request of any regulatory or governmental authority or stock exchange to which the receiving Party or a member of the receiving Party's Clean Team is subject) to disclose any Competitively Sensitive Information, that Party or the member of that Party's Clean Team (as the case may be) must, to the fullest extent permitted by law, promptly and prior to disclosure, notify the other Party's General Counsel or external legal advisors and provide full documentation concerning the disclosure so that an appropriate protective order can be sought and/or other action taken if desirable and possible.

1.6 For the avoidance of doubt nothing in this Agreement will restrict any member of the Clean Team from any matter not connected with the Proposed Transaction, provided that no Competitively Sensitive Information is used for the purposes of that activity and subject to Clause 1.5(c).

1.7 This Agreement shall remain in full force and effect until either (i) completion of the Proposed Transaction; or (ii) in the event of the termination of discussions or negotiations relating to the Proposed Transaction, the later of 8 May 2026 or expiry of the period ending six months from the termination of the Parties' commercial discussions in relation to the Proposed Transaction.

- 1.8 If any provision of this Agreement is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions.
- 1.9 Except as specifically provided herein, this Agreement shall not affect or supersede the confidentiality obligations of the Parties with respect to any other agreement(s) related to the Proposed Transaction, including the NDA, all of which remain in full force and effect.
- 1.10 This Agreement may be executed in any number of counterparts, all of which, taken together, will constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this Agreement by executing a counterpart.
- 1.11 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law. The English courts have exclusive jurisdiction in relation to all disputes. Each Party waives any objection to the exercise of that jurisdiction.

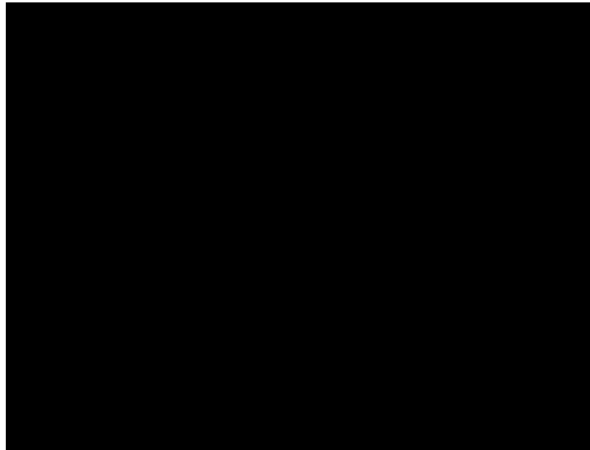
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as at the date written below.

For and on behalf of Marlowe plc:

Name:

Position:

Date:

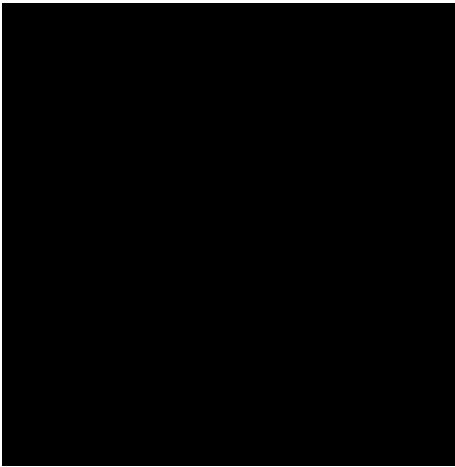


For and on behalf of Mitie Group plc:

Name:

Position:

Date:



ANNEX 1

COMPETITIVELY SENSITIVE INFORMATION

1. By way of illustration, Competitively Sensitive Information may include the following:
 - (a) any non-public prices, costs, margins, fee schedules, pricing policies, discounts or pricing plans whether recent, current or future/proposed;
 - (b) any non-public recent, current or future/proposed granular information on sales or volumes;
 - (c) any non-public specific details of planned new products and/or services (e.g. use cases), confidential technology and infrastructure programmes;
 - (d) any non-public recent, current or future/proposed strategic plans, marketing plans, or market evaluations;
 - (e) non-anonymised details of confidential negotiations with present or potential key customers and strategic suppliers (including information on bids, tenders, proposals, offers or quotations);
 - (f) non-anonymised and/or non-aggregated confidential information about key customers or suppliers, including information on individual key customers/suppliers or specific key customer/supplier accounts and contracts, costs, prices, profitability, marketing plans, product development plans or other sensitive non-public key customer/supplier information;
 - (g) compensation/benefit information regarding key senior employees and detailed salary information;
 - (h) any other confidential information that could be used for strategic advantage; and
 - (i) any other document or information explicitly designated as Competitively Sensitive Information or placed in a clean team only area of the virtual data room.
2. For the avoidance of doubt, execution of this Agreement does not in itself authorise the provision to the Clean Team of the types of Information listed above.

ANNEX 2

PART 1

COMPANY CLEAN TEAM MEMBERS

Name		Organisation / title / role	

PART 2

OFFEROR CLEAN TEAM MEMBERS

Name		Organisation / title / role	

ANNEX 3

CONFIDENTIALITY UNDERTAKING

To: [name of Company / Offeror]

[Company's / Offeror's address]

Confidentiality Undertaking – Clean Team Agreement

I, [insert full name], confirm that I have read and understood the provisions of the clean team agreement between the Company and Offeror dated [insert date stated at the top of the Clean Team Agreement] (the **Clean Team Agreement**). Unless otherwise defined herein, terms defined in the Clean Team Agreement shall have the same meaning when used in this Confidentiality Undertaking.

I hereby undertake to the [Company/Offeror] that:

1. I shall treat all Competitively Sensitive Information made available to me by the [Offeror/Company] or its advisers as secret and confidential and shall use any such Competitively Sensitive Information only for the purpose of conducting the Designated Matters in relation to the Proposed Transaction.
2. Save as provided in paragraph 1 above, I shall not disclose, copy, reproduce or distribute any such Competitively Sensitive Information to any individual who is not a member of the Clean Team, or authorise, enable or assist any person to do so.
3. If for any reason I cease to be a member of the Clean Team, I shall take all such steps as may be necessary or expedient on my part to comply with paragraph 1.5(i) of the Clean Team Agreement to delete and/or destroy all Competitively Sensitive Information, which has been disclosed to me, without retaining copies.
4. I shall otherwise comply with the Clean Team Agreement, and take all steps within my power to ensure that the Clean Team Agreement is complied with by any other members of the Clean Team.

Signed: _____

Name:

Organisation:

Position:

Date: