

(1) BIDDER

(2) TARGET

CLEAN TEAM AGREEMENT

Bird & Bird

Bird & Bird LLP, 12 New Fetter Lane, London EC4A 1JP, United Kingdom
T: +44 (0)20 7415 6000 | www.twobirds.com

THIS AGREEMENT (the “**Agreement**”) is dated 11 July 2026 and made **BETWEEN**:

- (1) **Epiris LLP**, a limited liability partnership registered in England & Wales (registered no. OC412384), whose registered office is at Forum St Pauls, 33 Gutter Lane, London, United Kingdom, EC2V 8AS (“**Bidder**”); and
- (2) **GAMMA COMMUNICATIONS PLC**, a company registered in England & Wales (registered no. 08943488), whose registered office is at Arbata, 11 Northampton Road, Manchester, United Kingdom, M40 5BP (“**Target**”),

(each a “**Party**” and together the “**Parties**”).

WHEREAS:

- (A) In connection with the possible acquisition by Bidder (or one of its Affiliates (as defined in the NDA)) of the entire issued and to be issued share capital of Target (the “**Potential Transaction**”), the Parties recognise that they require access to information that the disclosing Party may designate as competitively sensitive (“**Clean Team Information**”, as defined in Clause 3.1) for the purposes of evaluation, due diligence, synergy and efficiency analysis, negotiation, development and integration planning and undertaking the antitrust and/or regulatory analysis and/or the preparation of filings, submissions or subsequent communication with any relevant antitrust and/or regulatory authority as required and agreed by the Parties in the context of the Potential Transaction (the “**Relevant Matters**”).
- (B) Access to Clean Team Information shall be limited to certain identified employees, directors or officers of each Party (or its Affiliates) (the “**employees**”) and certain external advisers of each Party in connection with the Potential Transaction (together the “**Clean Team**” or “**Clean Teams**”) and Clean Team Information shall not be accessible to other persons (including each Party's other employees). The purpose of the Clean Team or Clean Teams is to collect and analyse Clean Team Information solely in connection with the Relevant Matters and in a manner that is fully consistent with and in compliance with all relevant competition laws and regulations.
- (C) The purpose of this Agreement is to set out the terms on which Clean Team Information shall be exchanged between the Parties in connection with the Relevant Matters.
- (D) The Parties have also entered into a non-disclosure agreement dated on or around the date of this Agreement (the “**NDA**”) which sets out the terms on which the Parties shall disclose Confidential Information (as defined in the NDA) to each other in relation to the Potential Transaction. The Parties are also parties to a Confidentiality and Joint Defence Agreement entered into on or about the date of this Agreement (the “**CJDA**”). This Agreement shall be read in addition to and interpreted in conjunction with the NDA and the CJDA.

IT IS AGREED as follows:

1. GENERAL INFORMATION SHARING RULES

- 1.1 Where documents or information are shared with the receiving Party, the disclosing Party shall indicate whether the disclosing Party considers that the document or documents contains Clean Team Information (as defined in clause 3.1 below).
- 1.2 Clean Team Information may only be accessed by Clean Team Members (as defined in clause 2.1 below) in the relevant Clean Team and once the processes described in clause 3 below have been complied with.

2. CLEAN TEAM MEMBERS

- 2.1 Each Clean Team shall be made up of the employees, directors or officers of the Parties (or their respective Affiliates), or separately appointed external advisers of the Parties (or their respective Affiliates) listed in Annex A and Annex B, as may be amended from time to time (the “**Clean Team Members**”) in accordance with the provisions of this clause 2.1. The Parties may establish different Clean Teams for different Relevant Matters. Each Party shall notify the other Party in writing of any employees and any external advisers it proposes to add to any Clean Team. Where the proposed Clean Team Member is an employee of one of the Parties (or one of its Affiliates), such notice shall specify the name and job function of the relevant person and confirm that such person satisfies the criteria for being a Clean Team Member as set out in clause 2.2. For the avoidance of doubt, such notice will be considered to be validly given where it is shared by external legal counsel for one Party with external legal counsel for the other Party. The appointment of new members will be subject to the other Party's written consent, which may be granted by the relevant Party's external legal counsel by email and shall not be unreasonably delayed or withheld.
- 2.2 The Parties agree that, except in the circumstances described in this clause, for each Clean Team, they shall select Clean Team Members who are not involved in the day-to-day commercial/strategic operations and decisions (including making decisions on pricing activities, sales, marketing and product development) relating to the areas where the Parties are actual or potential competitors (the “**Operational Responsibilities**”). Only in exceptional cases may the Parties appoint individuals with Operational Responsibilities as Clean Team Members, and only if and to the extent that:
 - 2.3 this is strictly necessary for the purposes of the Relevant Matters for the specific Clean Team; and
 - 2.4 prior written approval has been obtained from the other Party's counsel.
- 2.5 In the event that the Potential Transaction does not proceed to completion for any reason, the Parties agree not to involve any Clean Team Member in, or return such Clean Team Member to Operational Responsibilities for six months from termination of the Potential Transaction, or termination of discussions or negotiations with respect to the Potential Transaction (the “**Cool-off Period**”). Where a Party removes one of its Clean Team Members from the Clean Team by notice to the other Party, the Cool-Off Period for such member shall start from the date of the Clean Team Member last having access to Clean Team Information (as defined in clause 3.1 below).
- 2.6 Each Clean Team Member who is an employee of a Party (or one of its Affiliates) shall acknowledge the confirmations required in Annex C, as may be amended from time to time by the Parties by mutual written consent, by email. Clean Team Members who are external advisers of the Parties (whether appointed separately or jointly) must provide the confirmations required in Annex C by email: it shall be sufficient for each external adviser to provide the confirmation on behalf of all Clean Team Members within that company or firm. Each Party shall maintain appropriate records of such signed forms or, where relevant, email confirmations and produce them at the other Party's request.
- 2.7 Clean Team Members shall comply with any additional Clean Team procedures or guidance that may be agreed between the Parties from time to time.

3. CLEAN TEAM INFORMATION

- 3.1 **“Clean Team Information”** means information which a Party reasonably considers to contain non-public information that might be expected to influence the commercial strategy of the other Party. Clean Team Information provided by one Party to the Clean Team Members of the other Party should be provided through a section of a data room accessible only to relevant Clean Team Members or otherwise clearly marked as Clean Team Information.
- 3.2 The following types of information shall generally be presumed to be Clean Team Information for so long as it is current and if it relates to the products on which the Parties are competing (or may in the future compete):
- 3.2.1 non-public current and future strategic plans, including relevant forward-looking product development, marketing or expansion plans and plans related to possible acquisitions;
 - 3.2.2 information about specific sales campaigns or promotions including any targeted at specific competitors and any competitive assessments or associated sales battlecards;
 - 3.2.3 information about present or potential customers, including pricing, specific marketing plans, key contractual terms, project/product/service development plans or delivery status, or other specific customer information;
 - 3.2.4 pricing, specific marketing plans or key contractual terms relating to present or potential resellers, distributors, sales agents or dealers;
 - 3.2.5 status of negotiations with present or potential customers, partners or suppliers or the identity of potential customers, partners or suppliers;
 - 3.2.6 non-public information about or obtained from businesses which are or have been considered as possible acquisition targets;
 - 3.2.7 status of negotiations with potential acquisition targets or their advisors or the identity of those targets;
 - 3.2.8 non-public information on sales pipeline;
 - 3.2.9 specific information relating to actual or forecast costs, premiums, profitability, margins or development plans;
 - 3.2.10 key commercial terms of supply contracts or other major agreements,;
 - 3.2.11 specific information about custom (current or planned) software, systems or networks that are core to the commercial offering;
 - 3.2.12 non-public information on market share;
 - 3.2.13 non-public information on churn, upsell, downsell or net/gross revenue retention;
 - 3.2.14 employee-specific salary, commission and bonus data; and
 - 3.2.15 any other confidential business information that could be used to reduce competition.

- 3.3 The Parties shall only disclose Clean Team Information to the extent that it is reasonably necessary for the Relevant Matters.
- 3.4 Each Party shall limit access to Clean Team Information received from the other Party to the Clean Team Members. No Clean Team Member shall use any Clean Team Information for any purpose other than the Relevant Matters.
- 3.5 No Clean Team Member may disclose any Clean Team Information to anyone not on the Clean Team. Where, for the purposes of the Relevant Matters, a Clean Team Member needs to disclose information based on Clean Team Information to someone who is not on the Clean Team, they shall apply such redactions as are required in order to ensure that such information has been redacted, anonymised, and/or aggregated to ensure it is no longer commercially sensitive. Such information shall continue to be information covered by the NDA. In addition, where:
- 3.5.1 the Bidder or any of its Affiliates invests in a competitor of the Target; or
- 3.5.2 the Bidder and/or their Legal Contacts consider in good faith that a competition overlap exists,
- the relevant Clean Team Member shall, prior to making any such disclosure, submit all sections of any draft reports or other documents that include, reference or are based on any Clean Team Information to the receiving Party's external competition law counsel for review and approval, and shall apply such redactions as that counsel may reasonably require.
- 3.6 Each Party shall promptly notify the other Party in writing if it discloses or receives Clean Team Information other than as set out above and shall co-operate with the other Party in halting the use, and securing the recovery of such information.
- 3.7 If a Party is required by any law, rule or regulation or requested by any court, legislative or administrative body, stock exchange rules or regulations or listing requirement to disclose any Clean Team Information, such Party shall comply with the requirements under sub-paragraphs 5.3 to 5.6 of the NDA.

4. LEGAL CONTACTS

- 4.1 Each Party will designate a legal contact for their Clean Team (the "**Legal Contacts**"). All requests for information, clarification or advice to or from the relevant Clean Team, and notices for addition of new Clean Team Members, will be managed by the Parties' respective Legal Contacts.

The Legal Contacts for Bidder are: [REDACTED] at Latham & Watkins (London) LLP of 99 Bishopsgate, London, EC2M 3XF, [REDACTED]
[REDACTED]

The Legal Contact for Target is: [REDACTED] at Bird & Bird LLP of 12 New Fetter Lane, London EC4A 1JP, [REDACTED]
[REDACTED]

- 4.2 The Parties may replace and/or specify additional Legal Contacts from time to time. Any change by a Party of the Legal Contacts will be communicated in writing to the Legal Contacts of the other Party.

5. RECORDS

- 5.1 All Clean Team Information shall be kept secure and separate from other records, documents or information. The Parties shall take reasonable steps to firewall Clean Team Information to ensure that non-Clean Team Members cannot access any materials containing Clean Team Information.
- 5.2 Each Party shall procure that Clean Team Members shall (save to the extent required by law or the rules of any applicable regulatory, governmental or supervisory organisation or bona fide records retention policy to which such Party or its advisors are subject) destroy or return (without keeping any copies) to the other Party any of that Party's Clean Team Information in their possession in the event that:
- 5.2.1 the Potential Transaction does not proceed;
 - 5.2.2 they cease to be a Clean Team Member; or
 - 5.2.3 the disclosing Party or their external advisers issue a written request for the destruction or return of the Clean Team Information, in each case within 10 working days of the relevant event taking place (whichever occurs sooner). Upon request, the receiving Party shall confirm to the disclosing Party in writing when all Clean Team Information has been destroyed or returned.
- 5.3 Notwithstanding the obligations in paragraph 5.2 above a Party and its Clean Team Members will be entitled to retain:
- 5.3.1 such copies of such Clean Team Information as is required to be retained by law or the rules of any applicable regulatory, governmental or supervisory organisation or bona fide records retention policy to which the Party or Clean Team Member is subject; and
 - 5.3.2 such copies of such Clean Team contained in any electronic file pursuant to any routine back-up or archiving procedure provided that such file is not generally accessible or accessed beyond the need for disaster recovery or similar procedures,
- provided that, in each case, such Clean Team Information will continue to be held subject to the terms of this agreement.

6. MISCELLANEOUS

- 6.1 Nothing in this Agreement shall be deemed to:
- 6.1.1 prevent either Party from discontinuing or terminating any discussions relating to the Potential Transaction at any time; or
 - 6.1.2 prevent either Party from withholding any information for whatever reason at whatever time.
- 6.2 Each Party shall bear all its own costs and expenses in connection with any access to information.
- 6.3 This Agreement, the NDA and the CJDA constitute the entire agreement between the Parties relating to the subject matter hereof and may not be amended except in writing and duly executed by both Parties.

- 6.4 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts but will not be effective until each Party has executed at least one counterpart. Each counterpart will constitute an original of this Agreement, but all the counterparts will together constitute but one and the same instrument.
- 6.5 If any provision of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect and be binding upon the Parties. Without prejudice to the aforesaid, the Parties shall attempt through negotiations in good faith to replace the invalid or unenforceable provision with a provision closest to the mutually intended meaning of such provision and the spirit of this Agreement.
- 6.6 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 6.7 The terms of this Agreement may not be varied or terminated without the prior written consent of each Party.
- 6.8 No modification to this Agreement or any waiver granted by a Party in respect of any action taken by any other Party will be effective unless agreed in writing.

7. GOVERNING LAW

- 7.1 This Agreement is governed by and shall be construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first set out above.

EXECUTED BY	)	
	)	
_____	)	
	)	
acting for and on behalf of	)	
EPIRIS LLP	)	
EXECUTED BY	)	
Andrew Belshaw	)	
_____	)	
	)	
acting for and on behalf of	)	
GAMMA COMMUNICATIONS PLC	)	

- 6.4 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts but will not be effective until each Party has executed at least one counterpart. Each counterpart will constitute an original of this Agreement, but all the counterparts will together constitute but one and the same instrument.
- 6.5 If any provision of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect and be binding upon the Parties. Without prejudice to the aforesaid, the Parties shall attempt through negotiations in good faith to replace the invalid or unenforceable provision with a provision closest to the mutually intended meaning of such provision and the spirit of this Agreement.
- 6.6 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 6.7 The terms of this Agreement may not be varied or terminated without the prior written consent of each Party.
- 6.8 No modification to this Agreement or any waiver granted by a Party in respect of any action taken by any other Party will be effective unless agreed in writing.

7. GOVERNING LAW

- 7.1 This Agreement is governed by and shall be construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first set out above.

EXECUTED BY

Thayne Forbes

acting for and on behalf of
EPIRIS LLP

EXECUTED BY

acting for and on behalf of

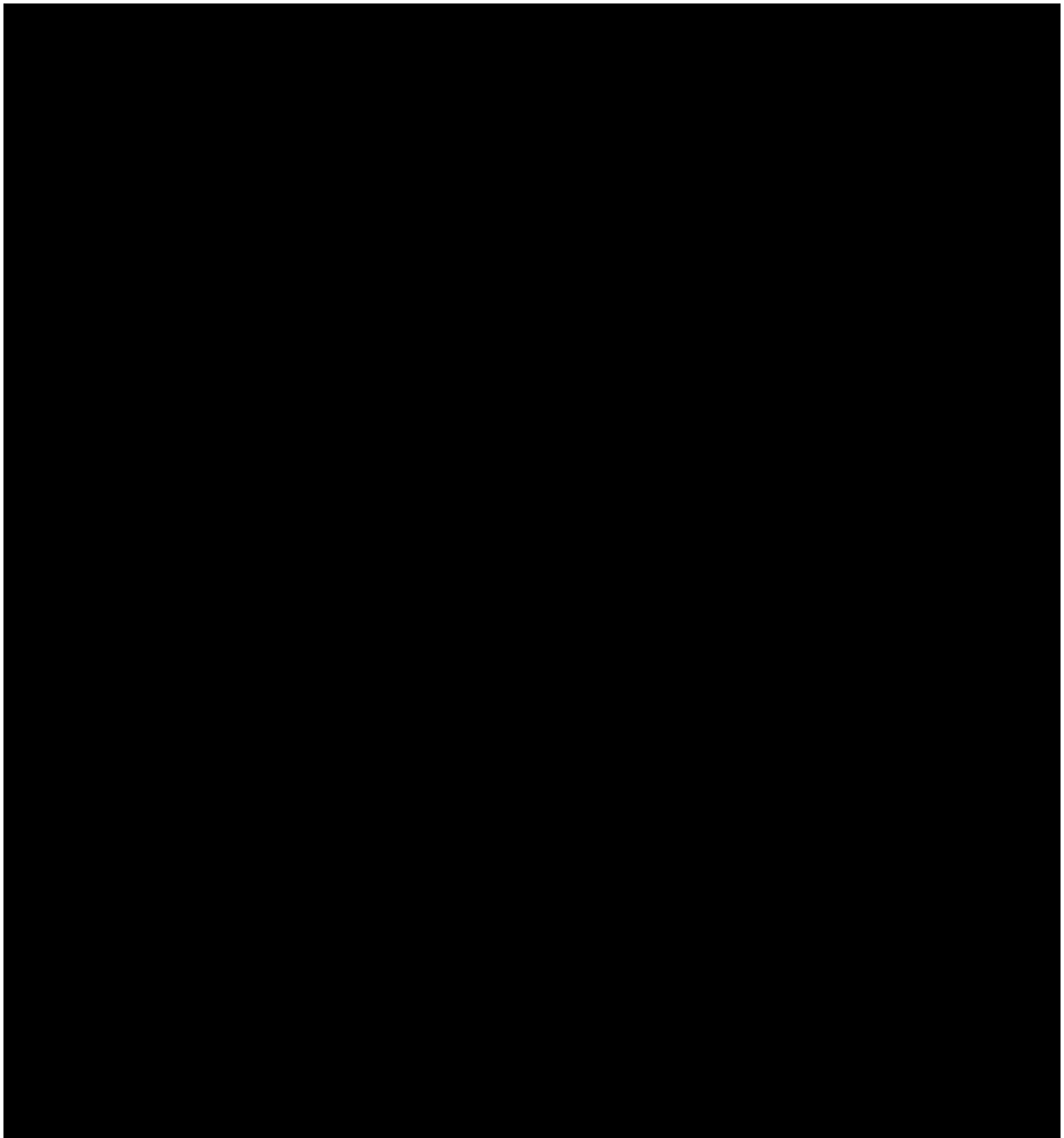
GAMMA COMMUNICATIONS PLC

Annex A

List of Target Clean Team Members

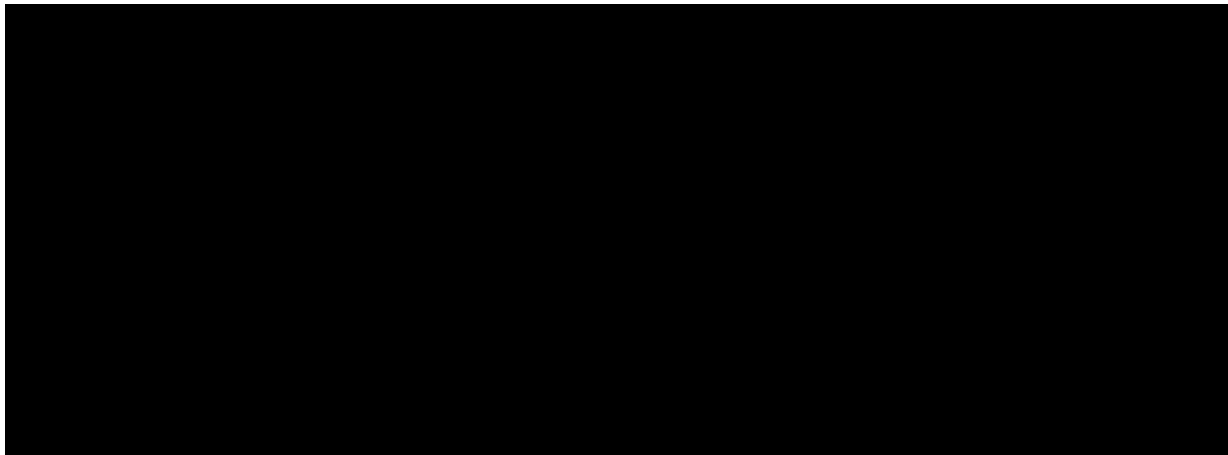


List of Target External Advisors

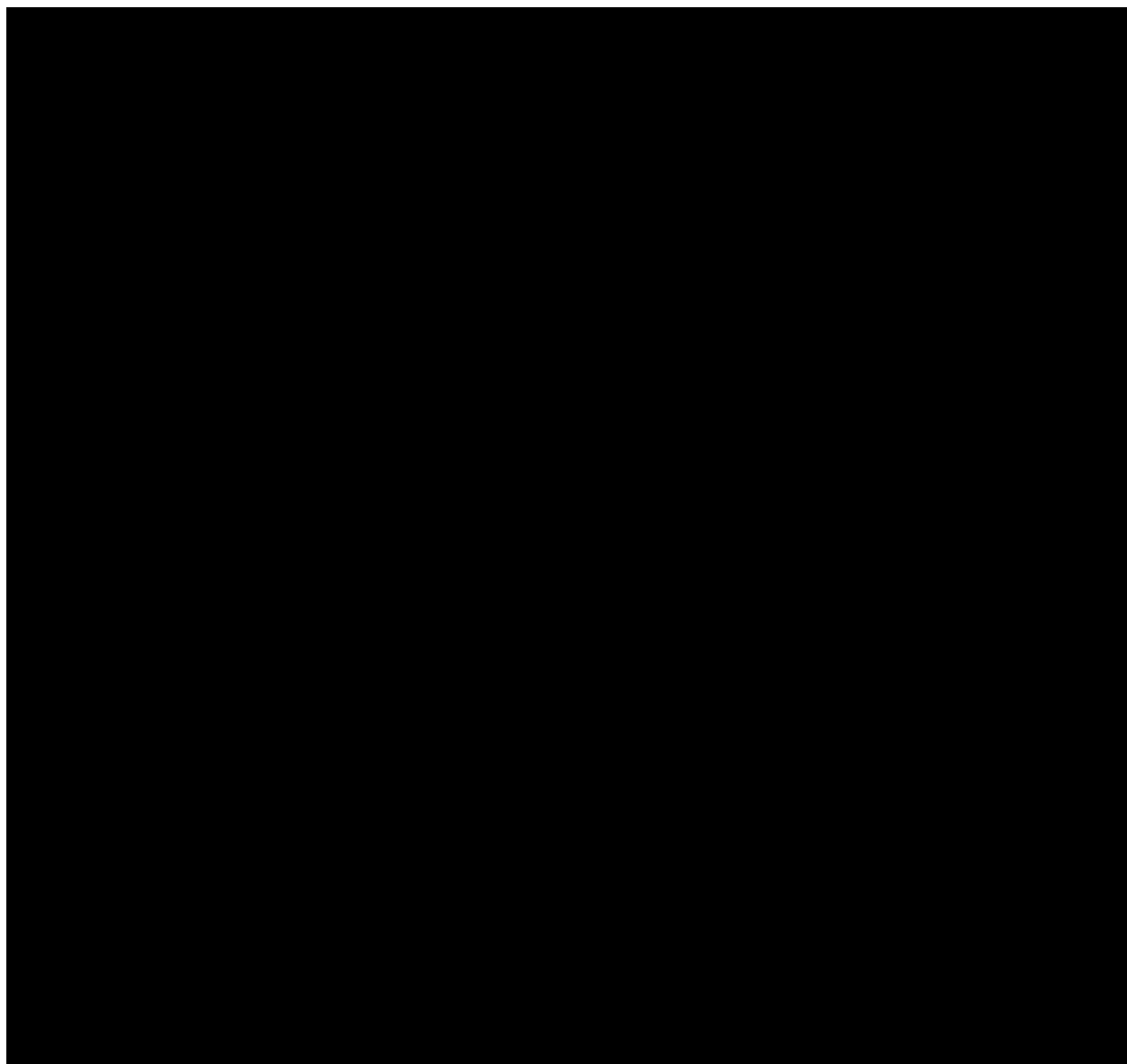


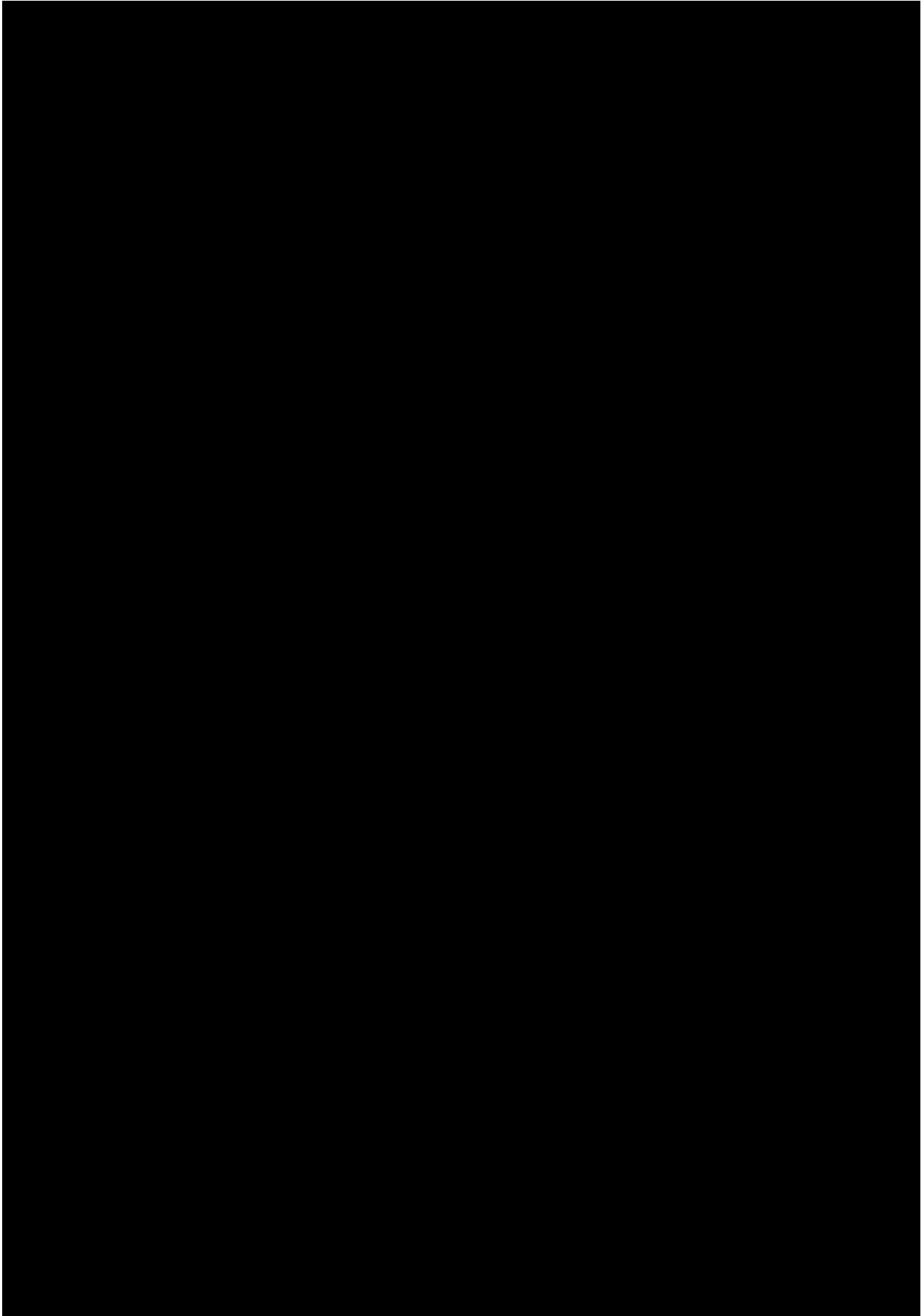
Annex B

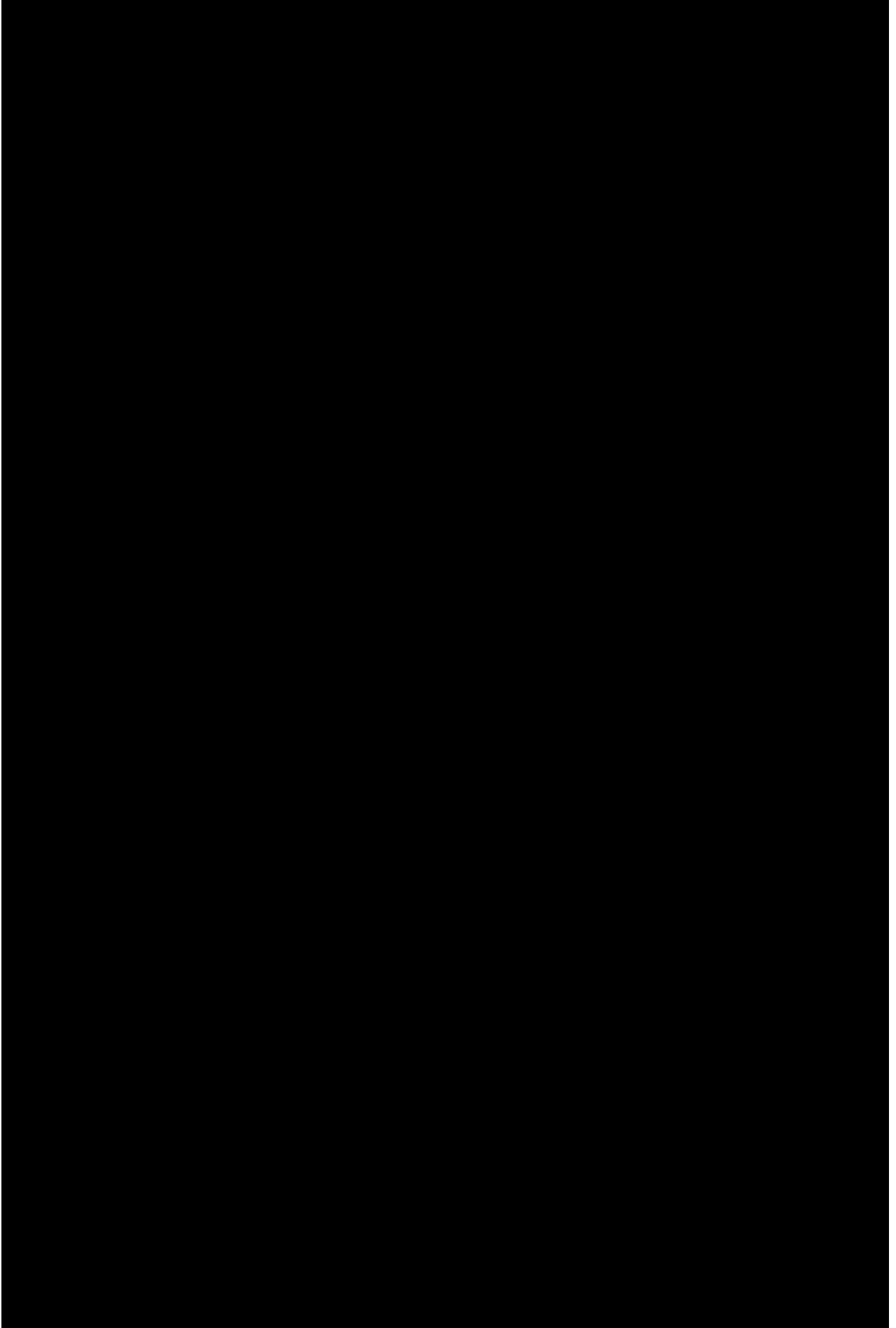
List of Bidder Clean Team Members

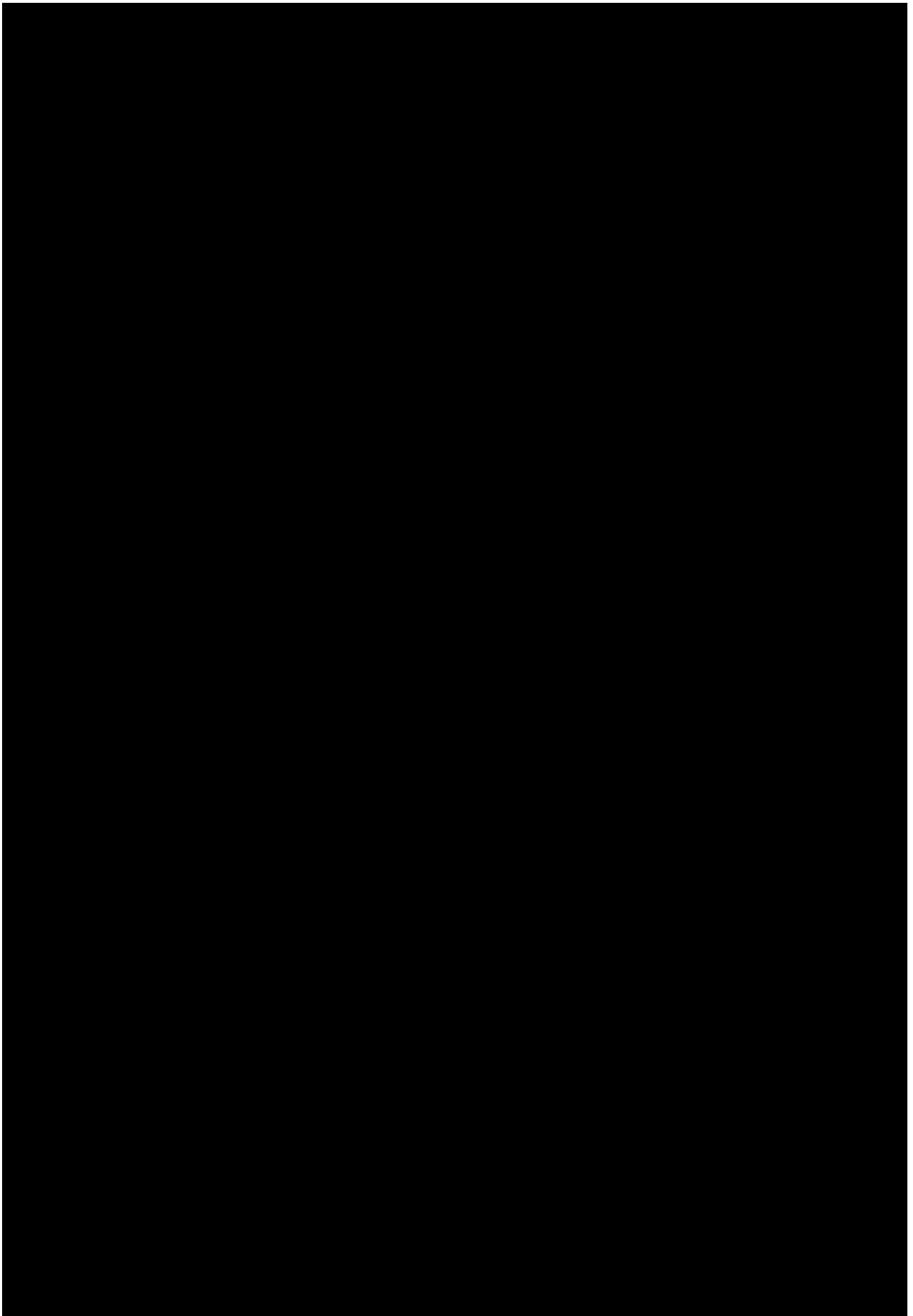


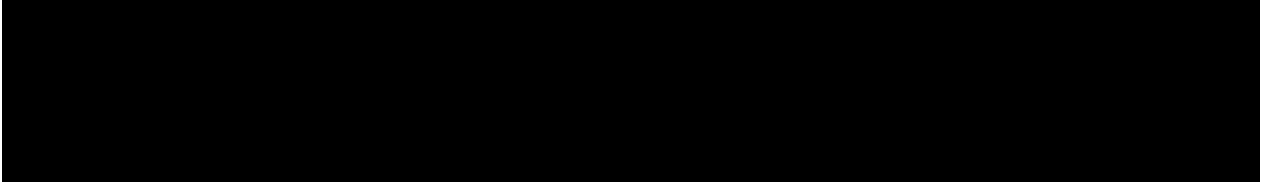
List of Bidder External Advisors











Annex C

Compliance Confirmation Statement

Reference is made to the Clean Team Agreement dated [●] July 2026 and made between Epiris LLP and Gamma Communications plc (the “**Agreement**”). All capitalised terms have the same meaning as defined in the Agreement.

1. I have read the Agreement and agree to be bound by its terms with respect to any Clean Team Information that is furnished to me as set forth in the Agreement.
2. I further agree:
 - 2.1 not to disclose to anyone any Clean Team Information other than as set forth in the Agreement; and
 - 2.2 not to make any copies of any Clean Team Information furnished to me except in accordance with the Agreement.
3. I further agree that any Clean Team Information furnished to me shall not be used for any purpose other than the Relevant Matters as identified in the Agreement in connection with the Potential Transaction, and for no other purpose, and will not be used by me in any business affairs of my own.