

PROJECT JUBILEE: CLEAN TEAM AGREEMENT

This Clean Team Agreement (the **Agreement**) is entered into on 22 July 2022, by and between:

1. Countryside Partnerships plc (the **Offeree**);

and

2. Vistry Group plc (the **Offeror**);

The Offeree and Offeror are together referred to as the **Parties** and each individually as a **Party**.

The Offeror has expressed an interest in making an offer (by whatever means implemented and whether made directly or through a new company to be formed by the Offeror) to acquire the entire issued and to be issued share capital of the Offeree (the **Transaction**).

In connection with the Transaction, the Parties recognise that they need mutual access to each other's competitively sensitive information for the purposes of: (i) carrying out mutual due diligence to evaluate the Transaction, (ii) planning for the Transaction, and (iii) the Parties obtaining relevant merger control, competition, antitrust or other regulatory approvals on connection with the Transaction (the **Specified Matters**).

Confidentiality Agreement means the mutual non-disclosure agreement entered into between the Parties in connection with the Transaction on 22 July 2022.

Clean Team Only Information means Confidential Information (as defined in the Confidentiality Agreement) provided by the Parties to each other for the purposes of the Specified Matters that is competitively sensitive. Examples of Clean Team Only Information are set out in **Schedule A**.

Disclosure, sharing or use of Clean Team Only Information is limited to that set out in this Agreement.

Access to Clean Team Only Information will be limited to certain employees of each Party and external lawyers and external experts engaged by each Party in connection with the Transaction (the **Clean Teams**) and will not be accessible to other employees, agents or advisers of the Parties who are not members of the Clean Teams. The Clean Teams will use Clean Team Only Information solely for the purposes of the Specified Matters and will do so in a manner that is fully consistent and compliant with all relevant merger control, antitrust and competition laws and regulations.

Each of the Parties recognise that Clean Team Only Information contains Confidential Information and acknowledges that its access to Clean Team Only Information is subject to the following terms and conditions:

1. **Offeror Clean Team Members** means only those individuals of the Offeror, Linklaters LLP and KPMG specified in **Schedule B**, or such other individuals from the Offeror as may be agreed by the Parties in writing from time to time. Individuals from Linklaters LLP, KPMG or other external advisors hired in connection with the Transaction can be added to the Offeror Clean Team by serving notice to the Offeree's legal representative.
2. **Offeree Clean Team Members** means only those individuals of the Offeree, Norton Rose Fulbright LLP and Rothschild specified in **Schedule C**, or such other individuals from the Offeree as may be agreed by the Parties in writing from time to time. Individuals from Norton Rose Fulbright LLP, Rothschild or other external advisors hired in connection with the Transaction can be added to the Offeree Clean Team by serving notice to the Offeror's legal representative.
3. **Clean Team Members** means, together, Offeror Clean Team Members and Offeree Clean Team Members (or each of them, as the context may require).
4. Disclosure and access to Clean Team Only Information will be limited to Clean Team Members who have provided the relevant Disclosing Party (as defined in the Confidentiality Agreement)

with a signed undertaking in the form set out in **Schedule D**, and even then only to such extent as is reasonably necessary for the Specified Matters. This is subject to paragraph 9.

5. To the extent that a Clean Team Member currently has direct responsibility for making decisions on sales, pricing, marketing, research and development, or other commercially sensitive areas relating to products and services on which the Parties compete, they will be quarantined from such decisions pending the closing or abandonment of the Transaction. To the extent that information relating to other business areas is designated as Clean Team Only Information, in accordance with **Schedule A**, the Parties may agree in writing to widen this provision to employees responsible for the same types of decisions in relation to those other products or services.
6. Each of the Parties agrees not to involve or return any Clean Team Member to direct responsibilities for making decisions on sales, pricing, marketing, research and development or other commercially sensitive areas relating to products and services on which the Parties compete for at least 6 months from the date on which either Party gives written notice to the other that it no longer intends to pursue the Transaction, or such longer time as is necessary to ensure that any Clean Team Only Information could not be used improperly to impact current or future competition. To the extent that information relating to other business areas is designated as Clean Team Only Information, in accordance with **Schedule A**, the Parties may agree in writing to widen this provision to employees responsible for the same types of decisions in relation to those other products or services.
7. Clean Team Members will preserve the confidential nature of Clean Team Only Information in accordance with the provisions of the Confidentiality Agreement.
8. Each Party agrees not to disclose any Clean Team Only Information of which it is the Receiving Party (as defined in the Confidentiality Agreement) to any third party (other than members of its Clean Team), except: (i) to obtain any merger control, competition, antitrust, foreign investment or other regulatory approvals for the Transaction; or (ii) as required by law or court order, and, even then, it shall provide to the Disclosing Party at least ten days' notice prior to such required disclosure under the law or court order or if the pertinent law or court order does not permit at least ten days' notice, as much notice as is reasonably practicable under the circumstances.
9. To the extent practicable, all requests for Clean Team Only Information shall be submitted in writing and transmitted via the relevant Disclosing Party's Legal Contacts as identified in paragraph 16. For the avoidance of doubt, where appropriate, Clean Team Only Information may be requested and exchanged in emails, meetings and/or telephone calls between the Parties' external and in-house competition/antitrust lawyers who are Clean Team Members.
10. Clean Team Members will use Clean Team Only Information only in connection with the Specified Matters. None of the underlying information or data provided to a Clean Team, and no analyses, compilations, studies, findings, recommendations or other material prepared by a Clean Team that contain, reflect or are based on Clean Team Only Information (**Clean Team Work Products**) shall be shared with or provided to any employees, agents or advisers of the Receiving Party who are not members of the relevant Clean Team, unless all Clean Team Only Information has been redacted or otherwise masked or until completion of the Transaction.
11. Clean Team Only Information shall not include information which is not Confidential Information or which is otherwise not competitively sensitive.
12. All Clean Team Only Information (including Clean Team Work Products) is required to be maintained in confidence under this Agreement and Clean Team Only Information shall remain the property of the Disclosing Party, and Clean Team Only Information (including Clean Team Work Products) shall be returned to the Disclosing Party or destroyed upon written request. Clean Team Members shall destroy or return to the Disclosing Party any Clean Team Only Information (including Clean Team Work Products) in the event that: (i) the Transaction does not proceed; or (ii) they cease to be a Clean Team Member. Clean Team Only Information (including Clean Team Work Products) shall be returned or destroyed within ten days of any such written request from the Disclosing Party.

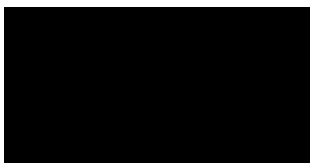
13. To the extent that Clean Team Only Information (including Clean Team Work Products) is on any computer, disk or other device, any requirement to return or destroy it pursuant to paragraph 12 shall include permanently removing such Clean Team Only Information (including Clean Team Work Products) or, to the extent it is not practicable to do so, ensuring that no step is taken to access or recover such Clean Team Only Information (including Clean Team Work Products) and continuing to comply with the duties contained in this Agreement in respect of disclosure, sharing or use of the same.
14. Clean Team Members shall not be required to destroy or return Clean Team Only Information (including Clean Team Work Products) pursuant to paragraphs 12 or 13 if required by law or regulation to maintain it, subject to continuing to comply with the duties contained in this Agreement in respect of disclosure, sharing or use of the same.
15. All Clean Team Only Information will be kept secure and separate from other records, documents or information. Each Party will take sufficient steps to put in place information barriers in relation to the Clean Team Only Information so as to ensure that non-Clean Team personnel cannot access Clean Team Only Information (including Clean Team Work Products). Any breach or attempted breach of these rules will be reported to the Disclosing Party's Legal Contacts as soon as possible.
16. The Parties each hereby designate Legal Contacts who will manage all requests for information, clarification or advice to or from the Clean Team:
- The Legal Contacts for the Offeror are:
 - External Counsel: [REDACTED] (all Linklaters LLP)
 - In House Counsel: [REDACTED]
 - The Legal Contacts for the Offeree are: [REDACTED] (all Norton Rose Fulbright LLP)
- The Parties may replace and/or specify additional Legal Contacts from time to time by communicating such changes in writing or email to the Legal Contacts of the other Party.
17. This Agreement shall be effective as of the date hereof. The obligations under this Agreement will expire three years from the date of this Agreement except where expressly provided otherwise in the terms of this Agreement. Such expiry shall be without prejudice to any rights and liabilities which have accrued before termination or under any of paragraphs 18 to 22 (inclusive).
18. Each Party acknowledges and agrees that a breach of the provisions of this Agreement would cause the other Party to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, each Party agrees that the other Party is entitled to specific performance of the provisions of this Agreement to enjoin a breach or attempted breach of the provisions thereof and to any other remedy, including, *inter alia*, damages and injunctive relief, awarded by a court of competent jurisdiction as set out in paragraph 22.
19. No failure or delay by a Party in exercising any right or remedy under this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall prevent any further exercise of it or the exercise of any other remedy. The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
20. 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 Transaction, including without limitation the Confidentiality Agreement, all of which remain in full force and in effect.

21. Each Party shall take all such reasonable measures as may be appropriate to ensure that its obligations in respect of non-use and non-disclosure set out in this Agreement shall be respected by all of its external lawyers and external experts who are Clean Team Members and receive Clean Team Only Information.
22. This Agreement, and any non-contractual obligations arising in connection with it, shall be governed by and construed in accordance with the laws of England and Wales, and the Parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of 22 July 2022.

Vistry Group plc

BY: _____



Countryside Partnerships plc

BY: _____

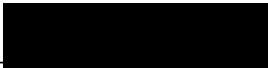
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Vistry Group plc

BY: _____

Countryside Partnerships plc

BY:  _____

Schedule A

Clean Team Only Information includes, but is not limited to, the following types of information:

1. Documents that discuss or relate to competitively sensitive information regarding a Party's business that are subject to the Transaction and in which the Parties compete, such as:
 - a. Strategic plans containing information concerning current or future competitive strategies including business or marketing plans, sales or promotional plans, strategic plans, capital investment plans, and new product plans.
 - b. Price and cost related information including information about specific partners, joint venture partners, customers, (including prices, profitability, marketing plans or other customer specific information), current or future prices, pricing policies, discounts or other terms of sale (e.g. rebates), or current or future profit margins or profitability targets on specific customers, products or projects.
 - c. Information pertaining to manufacturing capacity or other information on capacity utilisation, and data relating to sourcing of input/raw materials (e.g. prices charged by the main suppliers and details on sourcing of input/raw materials).
 - d. Information relating to partner / customer / supplier negotiations including the status of any ongoing negotiations, the intention to bid or not bid for specific contracts or opportunities.
2. Other documents/information explicitly designated as Clean Team Only Information by the Disclosing Party. In this case, the Parties' Legal Contacts will agree whether or not such information is Clean Team Only Information.

Schedule B

List of Offeror Clean Team Members

Offeror Clean Team Members are:

Name	Title / Organisation

Schedule C

List of Offeree Clean Team Members

Offeree Clean Team Members are:

Name	Title / Organisation

Schedule D

1. I, _____, have read the attached Clean Team Agreement for the protection and exchange of competitively sensitive information (the **Agreement**), and agree to be bound by its terms with respect to any Clean Team Only Information that is provided to me as set out in the Agreement.
2. I agree (i) not to disclose to anyone any Clean Team Only Information other than as set out in the Agreement, and (ii) to use Clean Team Only Information only under the terms outlined in the Agreement and for the purposes of evaluating and advising on the Transaction and for no other purpose.

Agreed to and Accepted on _____

Signature: _____

Title: _____