

## CLEAN TEAM AGREEMENT

This Clean Team Agreement (the "**Agreement**") is entered into on 25 May 2025.

BETWEEN

- (1) Spectris plc whose registered office is at 6th Floor, The Block, Space House, 12 Keeley Street, London, WC2B 4BA and with company number 02025003 ("**Spectris**");

AND

- (2) Advent International Ltd whose registered office is at 160 Victoria Street, London, SW1E 5LB and with company number 02342186 ("**Advent**"),

(each a "**Party**" and together the "**Parties**")

### WHEREAS:

- (A) This Agreement is entered into in connection with the proposed acquisition by private equity funds managed and/or advised by Advent and/or its affiliates of the entire issued and to be issued share capital of Spectris (the "**Proposed Transaction**"). In this context, Advent needs access to commercially sensitive information of Spectris in order to:

- (i) facilitate due diligence and evaluation of the Proposed Transaction;
- (ii) negotiate the Proposed Transaction; and/or
- (iii) implement the Proposed Transaction,

("Clean Team Purposes").

- (B) Access to Clean Team Information will be limited to:

- (i) certain identified employees, directors or officers of Advent (and/or its affiliates), as well as certain professional advisers of Advent (and/or its affiliates); and
- (ii) subject always and without prejudice to paragraph 3 of the NDA (including, without limitation, the consent and notification requirements contained therein), certain employees, directors or officers of Advent's Financing Providers, as well as certain professional advisers of Advent's Financing Providers,

in each case, in connection with the Proposed Transaction ("**Clean Team**") and will not be accessible to other employees, directors or officers of Advent (or any of its affiliates) or any other persons.

- (C) The purpose of this Agreement is to set out the terms on the basis of which Clean Team Information will be provided to Advent and, subject always and without prejudice to

paragraph 3 of the NDA (including, without limitation, the consent and notification requirements contained therein), Advent's Financing Providers for the Clean Team Purposes.

- (D) Reference is also made to the confidentiality agreement entered into by the Parties on 15 May 2025 (the "**NDA**") and the joint defence agreement entered into by the Parties and their respective outside counsel on or around the date of this Agreement (the "**JDA**"). This Agreement shall be read in addition to and interpreted in conjunction with the NDA and JDA. For the avoidance of doubt, the provisions of this Agreement are subject always and without prejudice to the provisions of paragraph 3 of the NDA (including, without limitation, the consent and notification requirements contained therein).

**IT IS AGREED as follows:**

**1. INTERPRETATION**

In this Agreement:

- (A) "**affiliate**" means, in relation to any person or entity, any person or entity who or which, directly or indirectly, controls or is controlled by, or is under common control with, such person or entity and, for the avoidance of doubt, includes (without limitation), in relation to Advent (or, as the case may be, any Financing Provider of Advent), any entity controlled by Advent (or, as the case may be, any such Financing Provider of Advent) or funds managed or advised by Advent (or, as the case may be, any such Financing Provider of Advent);
- (B) "**Clean Team**" has the meaning given to it in Recital (B);
- (C) "**Clean Team Information**" has the meaning given to it in paragraph 3.1;
- (D) "**Clean Team Members**" has the meaning given to it in paragraph 2.1;
- (E) "**Clean Team Purposes**" has the meaning given to it in Recital (A);
- (F) "**Contacts**" means, in relation to a Party, its contacts as designated pursuant to paragraph 5.1 or paragraph 5.2;
- (G) "**control**" (together with its correlative meanings "**controlled by**" and "**under common control with**") means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management, business, activities or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise);
- (H) "**Financing Providers**" has the meaning given to it in the NDA;
- (I) "**JDA**" has the meaning given to it in Recital (D);

(J) "NDA" has the meaning given to it in Recital (D); and

(K) "Proposed Transaction" has the meaning given to it in Recital (A).

## 2. CLEAN TEAM MEMBERS

2.1 The Clean Team shall be made up of:

(A) those employees, directors or officers of Advent (and/or its affiliates), as well as certain professional advisers of Advent (and/or its affiliates) who the Parties have agreed in writing to include in Schedule 1, as may be amended from time to time, in accordance with the provisions of paragraph 2.5; and

(B) subject always and without prejudice to the provisions of paragraph 3 of the NDA (including, without limitation, the consent and notification requirements contained therein), certain employees, directors or officers of Advent's Financing Providers, as well as certain professional advisers of Advent's Financing Providers,

(together the "Clean Team Members").

2.2 Each Clean Team Member who is an employee, director or officer of Advent (or any of its affiliates) shall acknowledge the confirmations contained in Schedule 2 (as such schedule may be amended from time to time by the Parties by mutual written consent) internally by email. Clean Team Members who are external professional advisers of Advent must acknowledge the confirmations required in Schedule 2 (as such schedule may be amended from time to time by the Parties by mutual written consent) by email: it shall be sufficient for each external professional adviser to provide the confirmation on behalf of all Clean Team Members within that company or firm. Advent and/or its external legal counsel shall maintain appropriate records of such email acknowledgements and produce them at Spectris's request. Subject always and without prejudice to the provisions of paragraph 3 of the NDA, Clean Team Members who are employees, directors, officers or professional advisers of Advent's Financing Providers shall not be required to provide the confirmations or acknowledgements contained in Schedule 2 and there shall be no requirement for the Parties to agree in writing to their inclusion in Schedule 1.

2.3 Advent will ensure that its Clean Team contains only persons who require access to the Clean Team Information for the Clean Team Purposes. Advent will further ensure that its Clean Team does not contain any persons involved in the day-to-day commercial/strategic operations and decisions (including making decisions on pricing activities, sales, marketing, research and development) with respect to any business owned or controlled by Advent or any of its affiliates (or, as the case may be, owned or controlled by any Financing Provider of Advent or any of its Affiliates) which competes with or operates upstream or downstream from Spectris or any of its affiliates for:

(A) the period prior to completion of the Proposed Transaction; or

(B) in the event that the Proposed Transaction does not proceed to completion for any reason, the period of six months following receipt of the relevant Clean Team Information.

- 2.4 Advent hereby confirms that as at the date of this Agreement, each of the Clean Team Members listed in Schedule 1 satisfies the criteria for being a Clean Team Member as set out in paragraph 2.3.
- 2.5 Subject to paragraph 2.2:
- (A) Advent will inform Spectris in writing of the Clean Team Members it proposes for its Clean Team, specifying the name and job function of the relevant person and that such person satisfies the criteria for being a Clean Team Member as set out in paragraph 2.3; and
  - (B) the appointment of the Clean Team Members, including the appointment of new members, will be subject to Spectris' written consent (such consent not to be unreasonably withheld or delayed).
- 2.6 Representatives of Advent's outside counsel who are members of the External Antitrust/Regulatory Clean Team (as that term is defined in the JDA) shall also be considered Clean Team Members.

### **3. CLEAN TEAM INFORMATION**

- 3.1 Information shall be designated "**Clean Team Information**" by Spectris if in its opinion it: (i) is not publicly available; (ii) is commercially sensitive; and (iii) might reasonably be expected to influence the commercial strategy of any business which competes with or operates upstream or downstream from Spectris or any of its affiliates.
- 3.2 Clean Team Information shall be disclosed within the virtual data room used for due diligence and which are accessible only by the relevant Clean Team Members and/or by communications clearly marked with "Clean Team Only" or "Clean Team Information".
- 3.3 Spectris shall only disclose Clean Team Information to the Clean Team to the extent reasonably necessary for the Clean Team Purposes.
- 3.4 Advent shall limit access to Clean Team Information received from Spectris to its Clean Team Members only. Advent shall procure that its Financing Providers and its and their respective professional advisers who may have access to Clean Team Information do not disclose the Clean Team Information to other employees, directors or officers of Advent, other employees, directors or officers of Advent's Financing Providers, or any other persons.
- 3.5 No Clean Team Member will disclose relevant Clean Team Information to anyone other than another relevant Clean Team Member or use any Clean Team Information for any purpose other than for the Clean Team Purposes.
- 3.6 If 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, then Advent or the relevant Clean Team Member as the case may be shall, to the fullest extent permitted by law promptly and prior to disclosure, notify Spectris in writing and

shall provide full documentation concerning the disclosure sought so that appropriate action can be taken if necessary.

- 3.7 The Clean Team can report to other Advent personnel any conclusions or findings from the Clean Team Information on a strictly need to know basis for the Clean Team Purposes provided that Advent's external legal advisers have confirmed, prior to any such reports being shared outside the Clean Team, that any Clean Team Information has been omitted, redacted, anonymised or sufficiently obscured from such reports so as to render it no longer commercially sensitive.

#### **4. RECORDS**

- 4.1 All Clean Team Information will be kept secure and separate from other records, documents or information. Advent will take reasonable steps to store, and to procure that its Financing Providers and its and their respective professional advisers store, Clean Team Information in such a way as to ensure that non-Clean Team Members cannot access any materials containing Clean Team Information.
- 4.2 Advent shall procure that all Clean Team Members destroy, render inaccessible or return to Spectris' Contacts (as set out in clause 4.1 below) any Clean Team Information they possess in the event that they cease to be a Clean Team Member.
- 4.3 In the event the Proposed Transaction does not proceed, clause 4 of the NDA shall apply *mutatis mutandis* to the return or destruction of Clean Team Information.
- 4.4 Advent shall procure that Clean Team Members destroy, render inaccessible or return to Spectris any Clean Team Information in their possession in the event that Spectris or its external professional advisers issue such a written request, in each case within 10 working days. Upon request, Advent shall procure that Clean Team Members confirm to Spectris in writing when all Clean Team Information has been destroyed or returned.

#### **5. CONTACTS**

- 5.1 Each Party will designate Contacts for the Clean Team. All requests for information, clarification or advice to or from the Clean Team will be managed by the Parties' respective Contacts.

(A) The Contacts for Advent are:

[REDACTED]

[REDACTED]

(B) The Contacts for Spectris are:

[REDACTED]

[REDACTED]

[REDACTED]

- 5.2 Any change by a Party of the Contacts will be communicated in writing to the Contacts of the other Party.

## **6. COUNTERPARTS**

- 6.1 This Agreement may be executed in any number of counterparts and by the parties to it 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.

## **7. MISCELLANEOUS**

- 7.1 Nothing in this Agreement shall be deemed to: (i) prevent either Party from discontinuing or terminating any discussions relating to the Proposed Transaction at any time; or (ii) prevent Spectris from withholding any information for whatever reason at whatever time.
- 7.2 Each Party shall bear all its own costs and expenses in connection with this Agreement and any access to information.
- 7.3 This Agreement, the NDA and the JDA 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.
- 7.4 If any provision of this Agreement is declared to be invalid or unenforceable, 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.

## **8. GOVERNING LAW**

This Agreement is to be governed by, and construed in accordance with, English law. Any matter claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, and the relationship between the Parties and the conduct of any negotiations in relation to the Proposed Transaction are to be governed by and determined in accordance with English law. Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement or

the relationship between the Parties or the conduct of any negotiations in relation to the Proposed Transaction.

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**Advent International Ltd**

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**Spectris plc**

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

**EXECUTED BY**

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acting for and on behalf of )  
**Advent International Ltd** )

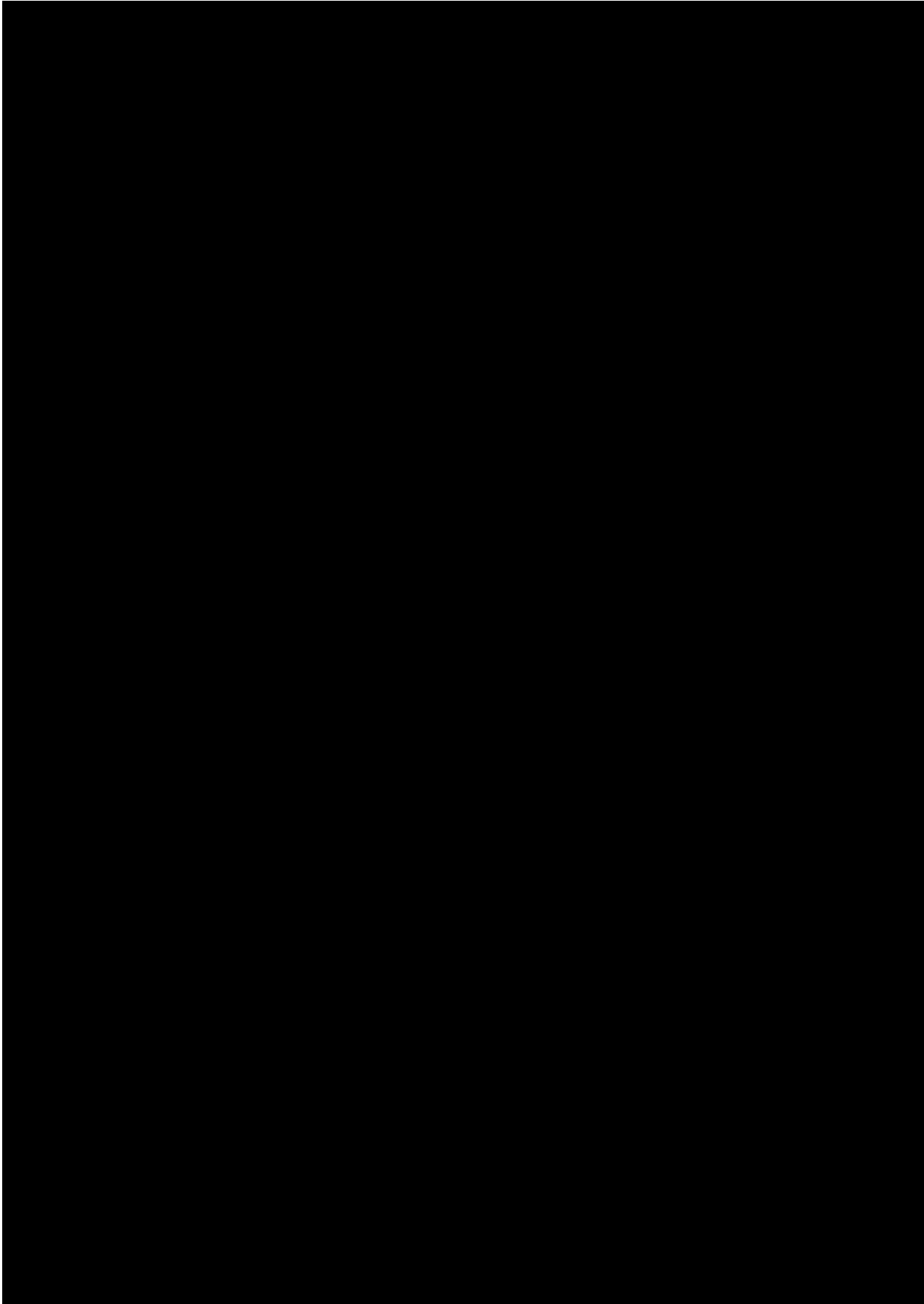
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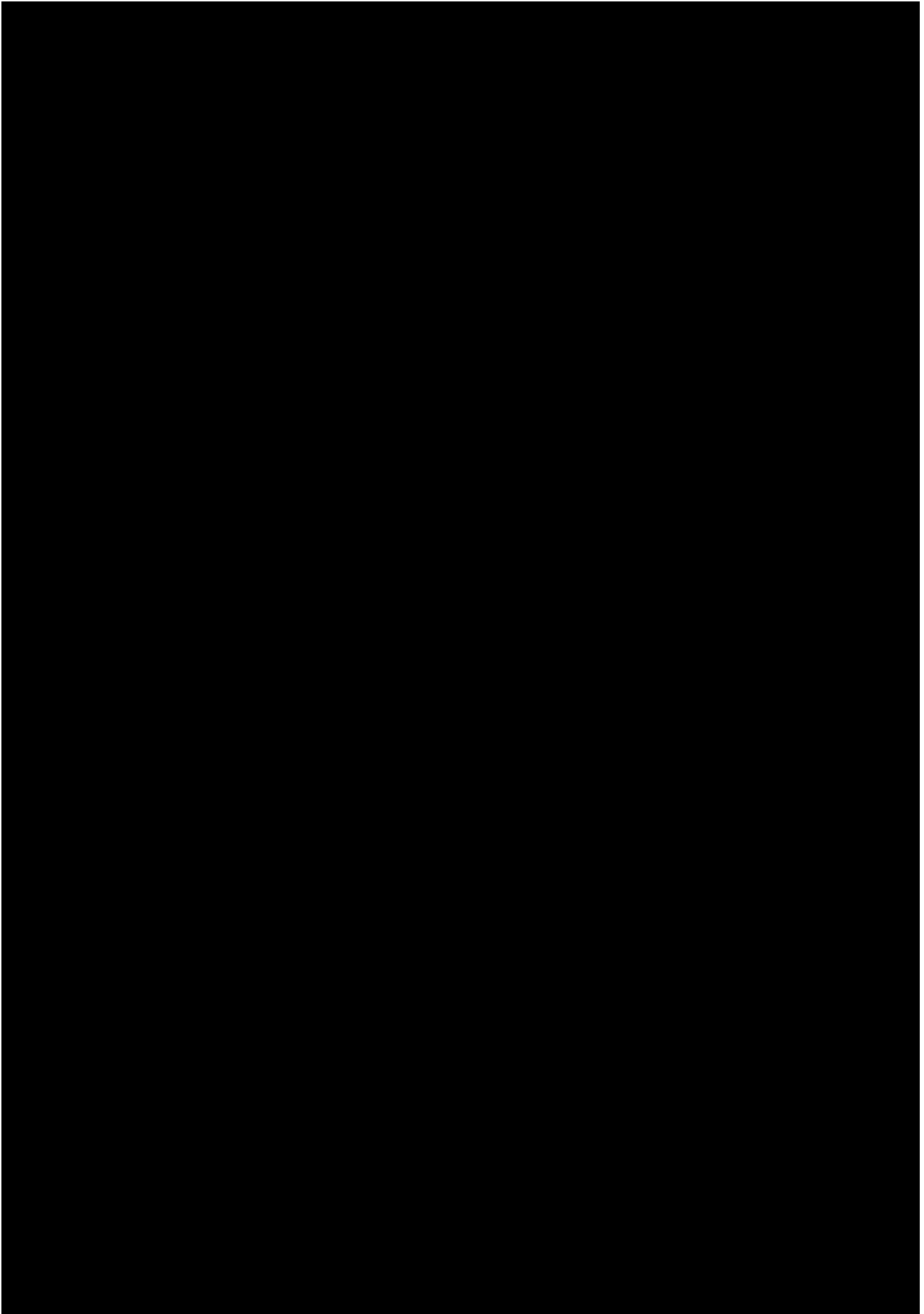
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**Spectris plc** )

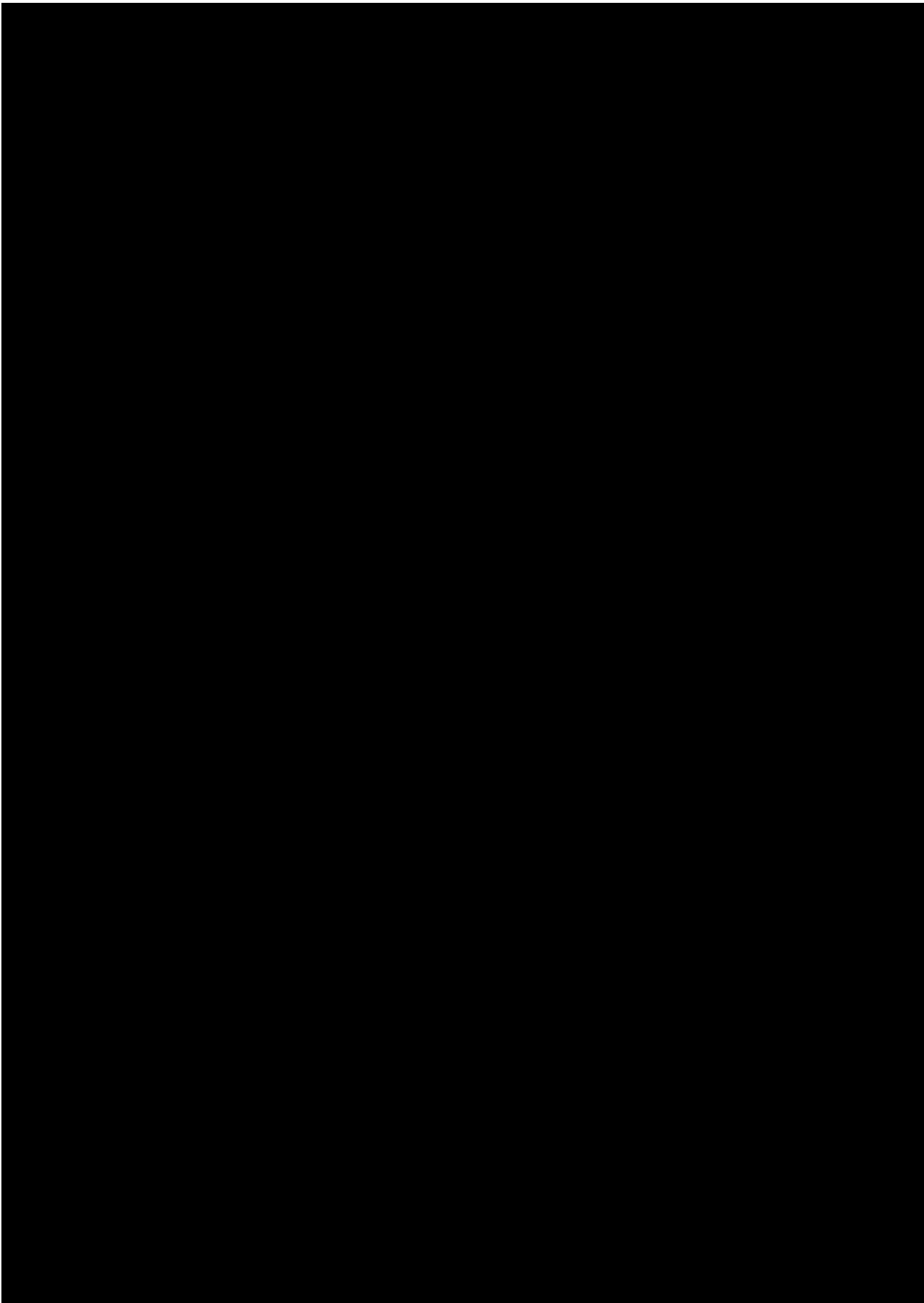
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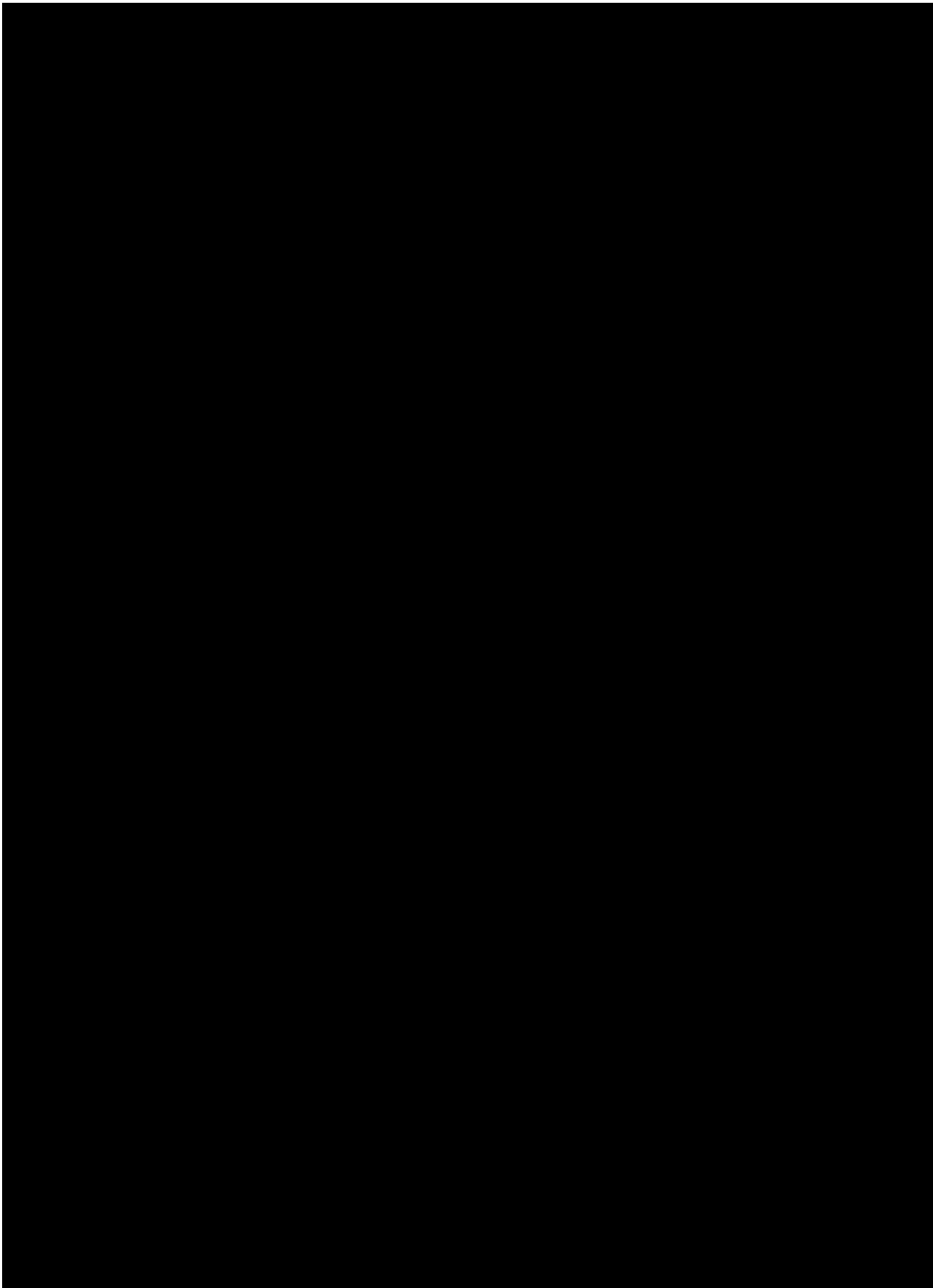
**SCHEDULE 1**  
**List of Advent Clean Team Members**

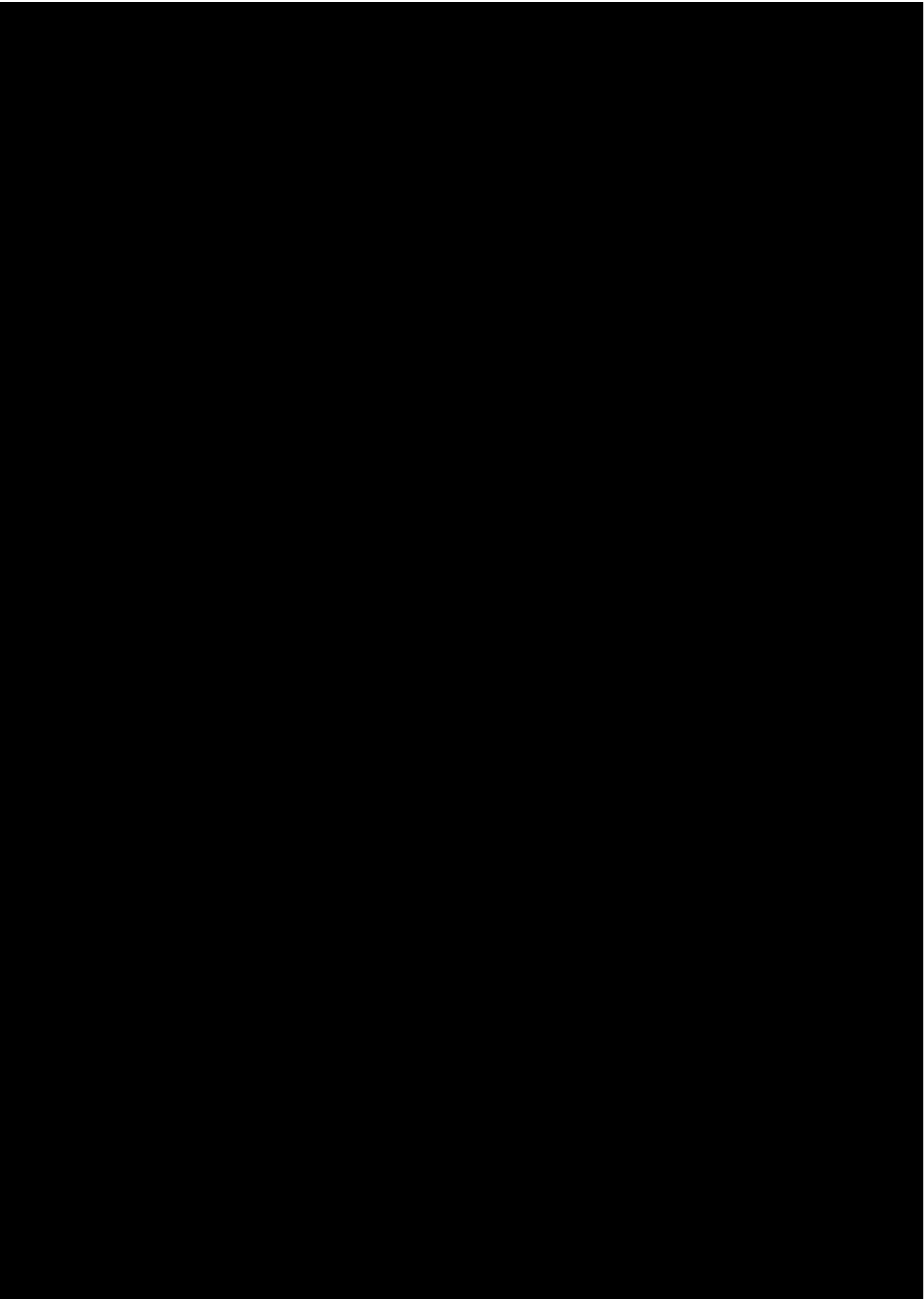
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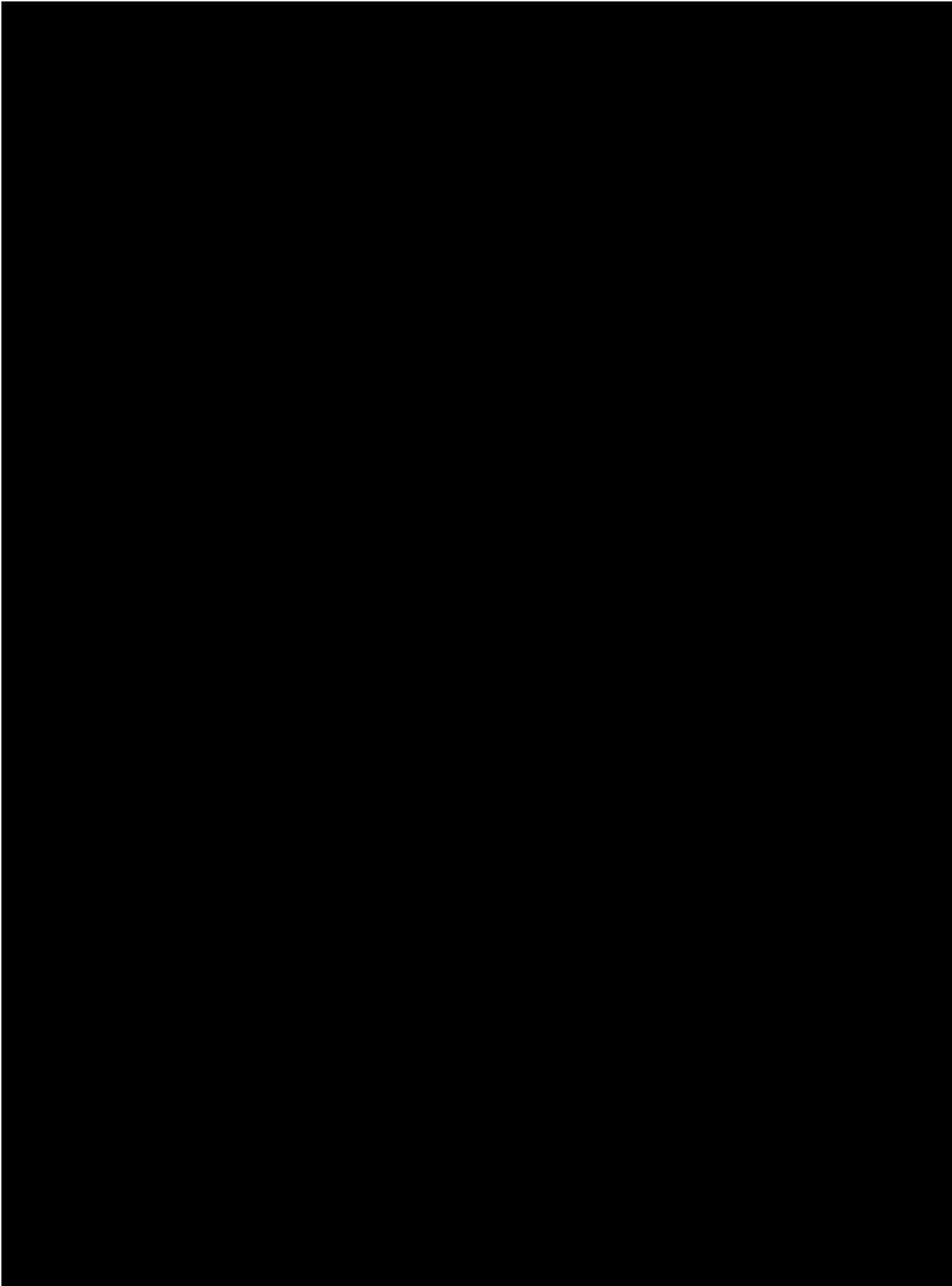














## **SCHEDULE 2**

### **Compliance Confirmation Statement**

1. I have read the foregoing 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 have read the NDA and agree to be bound by its terms with respect to any Clean Team Information (as defined in paragraph 2.1 of the Clean Team Agreement) and insofar as the terms of the NDA are applicable to me.
3. I further agree: (i) not to disclose to anyone any Clean Team Information other than as set forth in the Agreement; and (ii) not to make any copies of any Clean Team Information furnished to me except in accordance with the Agreement.
4. I confirm that I am not involved in the day-to-day commercial/strategic operations and decisions (including making decisions on pricing activities sales, marketing, research and development) with respect to any business owned or controlled by Advent or any of its affiliates which competes with or operates upstream or downstream from Spectris or any of its affiliates.
5. I further agree that any Clean Team Information furnished to me will be used by me only to the extent reasonably necessary to undertake the Clean Team Purposes and for no other purpose.