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Execution Version

Project Purple
Clean Team Agreement

This Clean Team Agreement governing the exchange of commercially sensitive information (the "**Agreement**") is entered into on 20 October 2026 by and between:

(1) Titon Holdings plc ("**Titon**"); and

(2) Volution Group Plc ("**Volution**"),

Titon and Volution are together referred to as the "**Parties**" and individually as a "**Party**".

1 Introduction

1.1 Titon and Volution are in discussions over a possible recommended offer by Volution to acquire all of the issued and to be issued share capital of Titon (the "**Proposed Transaction**").

1.2 The Parties have entered into a Non-Disclosure Agreement dated 13 October 2026 (the "**NDA**") and a Confidentiality and Joint Defence Agreement dated on or about the date of this Agreement (the "**CJDA**").

1.3 In connection with the Proposed Transaction, the Parties recognise that they will need access to commercially sensitive information of the other Party. This Agreement is intended to ensure that the exchange of Commercially Sensitive Information (as defined in **Annex 1**) does not give rise to any infringement of antitrust law and stipulates the procedure for the exchange of Commercially Sensitive Information.

2 The Parties hereby agree as follows:

2.1 Where information is disclosed to the receiving Party, the providing Party shall indicate whether it considers that this information is Commercially Sensitive Information. Commercially Sensitive Information will only be disclosed by the providing Party to the receiving Party, and only so far as is reasonably necessary, for the purpose of:

2.1.1 undertaking commercial due diligence in order to evaluate the Proposed Transaction;

2.1.2 evaluating the synergies and efficiencies expected to result from the Proposed Transaction;

2.1.3 planning the Proposed Transaction and integration process; or

2.1.4 undertaking the antitrust and/or regulatory analysis and/or the preparation of filings or subsequent communication with any relevant antitrust and/or regulatory authority as required and agreed by the Parties in the context of the Proposed Transaction.

2.2 Each Party receiving Commercially Sensitive Information from the other Party will keep such information strictly confidential and will not use it for any purpose (including, but not limited to, any competitive or commercial purpose) other than those set out at clause 2.1 above.

2.3 Each Party receiving Commercially Sensitive Information from the other Party will ensure that such information is made available only to the receiving Party's Clean Team (set out in **Annex 2**, as updated from time to time), which will be limited to:

2.3.1 the employees, officers or directors of the receiving Party who are listed in **Annex 2**; and, if reasonably necessary,

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2.3.2 external professional advisers hired by the receiving Party in connection with the Proposed Transaction (including but not limited to independent accountants, lawyers, economists, and financial advisers).

2.4 In certain circumstances, the Parties may limit disclosure of certain Commercially Sensitive Information to certain individuals within a "sub-group" of the Clean Team, the members of such sub-group having been agreed by the Parties in writing in advance of disclosure. Subject to clause 2.3 above, such individuals must not share the relevant Commercially Sensitive Information outside the sub-group.

2.5 Each Party will ensure that its Clean Team does not contain any persons involved in the day-to-day commercial/strategic operations and decisions (including competitive strategy, sales, pricing, marketing, research and development) and other commercially sensitive areas relating to products and services on which the Parties compete from the time a person first joins the Clean Team until the earlier of:

2.5.1 completion of the Proposed Transaction; or

2.5.2 12 months from the time the Clean Team no longer has access to Commercially Sensitive Information.

2.6 Notwithstanding the generality of clause 2.5 above, a person will not become a member of a Clean Team until they have been made aware of their obligations under this Agreement and provided to a relevant Legal Contact (as defined in clause 2.13 below) of the receiving Party a signed acknowledgement in the form set out in **Annex 3**. It shall be sufficient for each external professional adviser firm (as defined in clause 2.3.2 above) to provide the confirmation on behalf of all Clean Team members within that firm. Each Party shall maintain appropriate records of such signed forms or, where relevant, email confirmations.

2.7 Each Party is entitled to add to and/or substitute its Clean Team (including any Clean Team sub-group) members at any time, subject to receiving written consent from a Legal Contact of the other Party (such consent not to be unreasonably withheld).

2.8 Each Party will ensure that Commercially Sensitive Information is not passed to other persons or entities outside the Clean Team, and that the information is kept separate from all the documents and records of the receiving Party and is protected with the same security measures and degree of care that would apply to its own confidential information.

2.9 Each Party shall procure that Clean Team members shall (save to the extent required by law) destroy or return to the other Party any of that Party's Commercially Sensitive Information they possess in the event that: (i) the Proposed Transaction does not proceed; or (ii) they cease to be a Clean Team member.

2.10 The Clean Team and/or the external professional advisers may report to the Party receiving Commercially Sensitive Information any conclusions/findings arising from their review of such information as is reasonably required for the purposes stated in clause 2.1 above, provided that any Commercially Sensitive Information has been omitted, redacted, aggregated, anonymised or otherwise sufficiently masked. The Clean Team and/or external professional advisers may also provide the receiving Party with a summary of the Commercially Sensitive Information, provided that this summary is in a form that no longer constitutes Commercially Sensitive Information (e.g., because the information has been sufficiently aggregated and/or anonymised).

2.11 If any of the Parties or a Clean Team member 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 Commercially Sensitive Information, then the Party or the Clean Team member, as the case may be, will, to the fullest extent permitted by law promptly and prior to disclosure, notify the Parties and shall provide full documentation concerning the disclosure sought so that an appropriate protective order can be sought and/or other action can be taken if possible.

2.12 Each Party shall promptly notify the other Party in writing if it discloses or receives Commercially Sensitive 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.

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

The Legal Contacts for Titon are:

External counsel







The Legal Contacts for Volution are:

External counsel





2.14 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.

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2.15 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) relating to the Proposed Transaction (including the NDA and CJDA) all of which remain in full force and in effect.

2.16 In the event of discussions concerning the Proposed Transaction terminating and/or the Proposed Transaction not completing:

2.16.1 all Commercially Sensitive Information will be returned to the provider or destroyed according to the terms set out in the NDA and the CJDA; and

2.16.2 the obligations set out under this Agreement will continue in full force until the date that is 18 months after termination of discussions or negotiations.

2.17 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

2.18 The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

2.19 No failure or delay by the Parties in exercising any right or remedy under this Agreement will 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 will prevent any further exercise of it or the exercise of any other remedy.

2.20 Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.

2.21 The Parties acknowledge and agree that a breach of the provisions of this Agreement would cause the Parties to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, Titon agrees that Volution and Volution agrees that Titon 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 clause 2.22 below.

2.22 This Agreement, and any non-contractual or other obligations arising out of or in connection with it, will be governed by, and construed in accordance with, the laws of England and Wales. In the event of any litigation arising under this Agreement or in relation to any non-contractual or other obligations arising out of or in connection with this Agreement, the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

In witness whereof this Agreement has been duly executed on the date first set out above:

SIGNED by [redacted]
for and on behalf of Titon:

[redacted]

SIGNED by [redacted]
for and on behalf of Volution:

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2.15 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) relating to the Proposed Transaction (including the NDA and CJDA) all of which remain in full force and in effect.

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2.19 No failure or delay by the Parties in exercising any right or remedy under this Agreement will 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 will prevent any further exercise of it or the exercise of any other remedy.

2.20 Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.

2.21 The Parties acknowledge and agree that a breach of the provisions of this Agreement would cause the Parties to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, Titon agrees that Volution and Volution agrees that Titon 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 clause 2.22 below.

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In witness whereof this Agreement has been duly executed on the date first set out above:

SIGNED by [redacted]
for and on behalf of Titon:

SIGNED by [redacted]
for and on behalf of Volution: [redacted]

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Annex 1 – Definition of Commercially Sensitive Information

1 Subject to clause 2 below, Commercially Sensitive Information is any information relating to the commercial affairs or strategy of either Party that might be expected to influence the commercial strategy of the other Party. For the purposes of the Agreement, Commercially Sensitive Information will include, without being limited to, the following information relating to products or services where the Parties are actual or potential competitors:

- current or future pricing information (including price related terms, such as discounts, commissions, rebates and other sensitive price-related contractual terms);
- current or future commercial strategy (including business plans) or marketing plans, including plans to introduce new or improved products;
- key commercial terms of customer / supply contracts;
- customer information (including details of specific customer terms);
- detailed price, margin, cost and/or other financial information in particular on recent awards/lost orders/current projects (including revenue/contract value/selling price; margins);
- recent, current or planned production and/or sales amounts;
- unannounced plans to make significant investments, expand or develop new assets;
- recent, current, or future confidential research and technology programmes; and
- detailed information on prospective bids and/or specific projects not yet awarded/under negotiation or development.

2 Commercially Sensitive Information will not include information which: (i) is in the public domain prior to the disclosure; (ii) is lawfully in the other Party's possession prior to the disclosure; (iii) becomes part of the public domain by publication or otherwise through no unauthorised act or omission on the part of either Party; or (iv) is independently developed by an employee(s) or other agent(s) of the Parties.

Annex 2 – Clean Team members

Titon Clean Team members

Name	Title	Email
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Volution Clean Team members

Name	Title	Email
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

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Annex 3

Acknowledgment of Clean Team Agreement

To: [Legal Contact of Receiving Party]

[DATE]

1 I, [name of individual], have read the foregoing Agreement dated [●] (the "**Agreement**"), and agree to be bound by its terms with respect to any Commercially Sensitive Information that is furnished to me as set out in the Agreement.

2 I, [name of individual], further agree:

2.1 not to disclose to anyone any Commercially Sensitive Information other than as set out in the Agreement;

2.2 to use the Commercially Sensitive Information only under the terms outlined in the Agreement; and

2.3 that any Commercially Sensitive Information furnished to me will be used by me only for the purposes set out in clause 2.1 of the Agreement in connection with the Proposed Transaction, and for no other purpose, and will not be used by me in any business affairs or be imparted by me to any other person other than as set out in the Agreement.

Agreed to and accepted on _____

Signature: _____

Title: _____

Company: _____