

# Amended and Restated Clean Team and Joint Defence Agreement

Iron  
Copper  
Titanium  
DLA Piper  
Simpson Thacher & Bartlett  
Vinge  
Clifford Chance

Dated 18 June 2024

## Parties

- (1) **Keywords Studios plc**, a company incorporated in England and Wales (no 08548351), whose registered office is at 4th Floor 110 High Holborn, London, England, WC1V 6JS (**Iron**)
- (2) **BPEA Fund VIII Limited**, a company incorporated in the Cayman Islands with registered address P.O. Boc 31119, Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1-1205 Cayman Islands and number 378800 (**Copper**)
- (3) **Temasek Capital Management Pte. Ltd**, a company incorporated in Singapore whose registered office is at 60B Orchard Road #06-18 Tower 2, The Atrium@Orchard, Singapore 238891 (**Titanium**)
- (4) **DLA Piper Ireland LLP**, a limited liability partnership formed under the laws of Ireland, whose registered office is at 40 Molesworth Street, Dublin 2, D02 YV57; and, **DLA Piper UK LLP** limited liability partnership formed under the laws of England and Wales, whose registered office is at 160 Aldersgate Street, London, England, EC1A 4HT (together **DLA Piper** or **Iron Counsel**)
- (5) **Simpson Thacher & Bartlett LLP**, a limited liability partnership formed under the laws of England & Wales, whose registered office is at 1 Ropemaker Street, London, United Kingdom, EC2Y 9HU (**Copper Counsel 1**)
- (6) **Advokatfirman Vinge KB**, a Swedish company formed under the laws of Sweden, whose registered office address is at Smålandsgatan 20, Box 1703, SE-111 87, Stockholm, Sweden (**Copper Counsel 2**)
- (7) **Clifford Chance LLP**, a limited liability partnership formed under the laws of England and Wales, whose registered office is at 10 Upper Bank Street, London E14 5JJ (**Titanium Counsel**);

Iron, Copper and Titanium are together referred to as the **Clients** and each as a **Client**.

Iron Counsel and Copper Counsel 1, Copper Counsel 2 and Titanium Counsel are each referred to as **Counsel**. Iron, Copper, Titanium, Iron Counsel, Copper Counsel 1, Copper Counsel 2 and Titanium Counsel are together referred to as the **Parties** and each as a **Party**.

## Background

- A Iron, Copper and Titanium are in preliminary discussions regarding a possible transaction involving the acquisition of Iron by Copper and Titanium or a member of Copper's or Titanium's groups (however implemented and including any financing thereof) (**Possible Transaction**).
- B The Clients and Counsel believe that the Possible Transaction will require them to analyse and evaluate whether there are any competition and regulatory issues (including foreign investment filings) associated with the Possible Transaction, consider the need for and, in relevant jurisdictions, apply for clearances or approvals from certain relevant competition and/or regulatory authorities, including (but not limited to) preparing submissions and responding to questions from such authorities and defending the Possible Transaction in any

regulatory review before such authorities or in any judicial proceeding, if applicable and appropriate (**Designated Matters**).

- C The Clients and their Counsel believe and anticipate, on the basis of currently available information, that the nature of the Designated Matters and the relationship among the Clients will present various common legal and factual issues and a mutuality of interest in pursuing the Possible Transaction and any joint defence in connection with the Designated Matters and any related litigation.
- D The Clients wish to continue to pursue their separate but common interests, and to avoid any suggestion of waiver of the confidentiality or immunity of communications and documents protected by the attorney-client privilege, the attorney work product doctrine or any other privilege, right or immunity vis-à-vis potentially adverse parties.
- E It is the intention and understanding of the Clients and Counsel that past and future communications relating to the Designated Matters among and between the Clients and Counsel and Retained Experts (as defined below), joint interviews of prospective witnesses or any interviews obtained by Counsel on behalf of their Client (in each case relating to the Designated Matters) hereto with the knowledge and consent of the other Client, are and shall remain confidential and are and shall continue to be protected from disclosure to any third party by any and all applicable privileges, rights and immunities, except as set forth herein.
- F In order to pursue a joint defence effectively, the Clients and their Counsel have also each concluded that, from time to time, their interests will be best served by sharing confidential documents, factual material, mental impressions, advice, memoranda, interview reports, litigation or regulatory strategies, regulatory filings and other information, whether proceeding from or shared by the Clients or any of their respective affiliates, whether in written or oral form, including the confidences of each Client (collectively, **Defence Materials**).
- G Certain Defence Materials that contain commercially and competitively sensitive information relating to a Client which that Client considers should be provided on a "Clean Team Counsel / Retained Experts Only" basis (**Restricted Information**) may be disclosed to certain external lawyers or consultants advising the other Client in order to consider the need for and, where necessary, obtain the consent of a competition authority or other regulatory body.
- H Iron and Copper entered into a non-disclosure agreement on 2 May 2024 (**Original NDA**) generally governing the disclosure of confidential information between them in connection with the Possible Transaction and Titanium entered into a joinder to the NDA on 8 May 2024 (together with the Original NDA, the **NDA**). The terms of the NDA shall apply to the Defence Materials and Restricted Information subject to the amendments and modifications set out in this Agreement.
- I It is the purpose of this Agreement to ensure that any exchange and/or disclosure of the Defence Materials contemplated herein does not diminish in any way the confidentiality of the Defence Materials and does not constitute a waiver of any privilege, right or immunity otherwise available.

## Agreed Terms

In consideration of each Client making certain information available to the other's Counsel, the Parties hereby agree as follows:

- 1 Except as expressly stated in writing to the contrary, any and all Defence Materials obtained by either Counsel from each other and/or a Client are being provided solely for internal use of the Clients, their respective Counsel and Retained Experts (as defined below) engaged in relation to the Designated Matters (including in certain circumstances for provision to

competition and/or regulatory authorities as required for obtaining merger control or regulatory clearances or approvals in relation to the Possible Transaction) and shall remain confidential and shall be protected from disclosure to any other third party by the joint-defence privilege, the relevant Client's attorney-client and solicitor-client privilege, the attorney work product doctrine, common interest privilege, legal professional privilege, legal advice privilege, litigation privilege and any and all other applicable privileges and immunities. All Defence Materials shall be used solely in connection with the Designated Matters and shall not be used for any other business or commercial purpose.

- 2 If a Client intends that any of its Defence Materials shall constitute Restricted Information, such Client shall only provide such Defence Materials, and shall instruct its Counsel to procure that such Defence Materials are only provided, to an external regulatory clean team acting for the other Client, being:
  - 2.1 partners, associates, employees or other staff (including support staff) of the other Client's Counsel involved in competition or regulatory matters, the joint defence effort or any ensuing litigation, in either case with respect to the Designated Matters (**Clean Team Counsel**); and
  - 2.2 local external competition or regulatory counsel, economic consultants, public policy and other external advisors and external experts (including, in each case, their support staff) working at the direction of the other Client's Clean Team Counsel on the Designated Matters who shall undertake in writing to abide by this Agreement by executing a letter in substantially the form contained in Schedule 3 of this Agreement (**Retained Experts**, together with Clean Team Counsel, the **External Regulatory Clean Team**).
- 3 A Client or Clean Team Counsel shall clearly identify as "Clean Team Counsel / Retained Experts Only" all Defence Materials that it intends to provide as Restricted Information. A Client or Clean Team Counsel shall mark and shall procure that electronic documents are marked as "Clean Team Counsel / Retained Experts Only" by stating in the cover email that the attached Defence Materials are being provided on a "Clean Team Counsel / Retained Experts Only" basis. Nothing contained in this Agreement shall limit the right of the Clients to disclose any of their own documents or information, or any documents or information obtained independently and not pursuant to this Agreement or the NDA, to anyone as they see fit.
- 4 If Restricted Information concerning a Client is disclosed to any member of the other Client's External Regulatory Clean Team, the receiving Client's Counsel will procure, and the receiving Client will instruct its Counsel to procure, that such Restricted Information is kept confidential and disclosed only to:
  - 4.1 other members of its External Regulatory Clean Team; and
  - 4.2 subject to the prior written consent of the disclosing Client or its Clean Team Counsel, competent competition and/or other regulatory authorities, as required for the purposes of obtaining merger control or other regulatory clearances in relation to the Designated Matters,

and shall not be disclosed to any other person, entity, or agent, including officers or employees of the receiving Client (including inside counsel of the receiving Client and the corporate (or other) deal teams at the firm(s) of the Retained Experts), unless previously authorised in writing by the disclosing Client (in which case the information ceases to be Restricted Information). Each Counsel will procure, and each Client will instruct its Counsel to procure, that a list of key individuals who may receive Restricted Information shall be maintained by its Clean Team Counsel and each firm of its Retained Experts and there shall be a nominated individual at each firm of Retained Experts primarily responsible for ensuring compliance with this Agreement (**Responsible Person**).

- 5 Notwithstanding clause 4, the members of the External Regulatory Clean Team shall be permitted to communicate advice, opinions, reports or analyses to their Client based on Restricted Information, so long as any such communications do not contain or enable the recipient to deduce or calculate the Restricted Information itself and are appropriately redacted, aggregated, or otherwise cleaned by regulatory counsel so as not to include or enable the recipient to deduce or calculate Restricted Information.
- 6 For the avoidance of doubt, the Clients may, at any time, communicate in writing (including by email) to each other that certain Restricted Information need no longer be held only by the External Regulatory Clean Team. At this point, the relevant information is no longer Restricted Information and may be shared with individuals outside the receiving Client's External Regulatory Clean Team including:
- 6.1 other members of the Counsel team (including members of the deal team);
- 6.2 members of a receiving Client's internal legal team; or
- 6.3 certain other identified employees of that Client,
- in each case, on such terms as may be agreed between the Clients and provided that:
- 6.4 such individuals may be limited to only those that have been approved in advance by the disclosing Client; and
- 6.5 the terms of the NDA or any other agreement in place between the Clients regarding the disclosure of confidential information between them in connection with the Possible Transaction are observed.
- 7 In the course of the joint defence efforts related to the Designated Matters, if any member of the External Regulatory Clean Team determines that certain Defence Materials designated as Restricted Information must be shared or discussed with employees of their Client or jointly among employees of both Clients in order to reasonably effectuate the joint defence of the Possible Transaction (including but not limited to with respect to preparing regulatory filings, submissions, analyses, or other advocacy), the Clients and Counsel shall consult together in good faith to determine if the Restricted Information designation of such Defence Materials should be removed in accordance with clause 6.
- 8 Each Client consents and agrees (and forthwith upon appointment of any Retained Expert in the future will consent and agree) that Restricted Information of the other Client exchanged pursuant to this Agreement shall not be communicated to them, notwithstanding, among other provisions, the applicable rules of legal professional conduct or any similar provisions under other national, pan-national, state or local laws. Neither Client shall request that Restricted Information of the other Client be communicated to them.
- 9 Each Client shall take all reasonably necessary steps, and shall procure that all reasonably necessary steps are taken, to protect the confidentiality and/or applicable privilege of Defence Materials received from the other Client, Counsel or Retained Experts and shall advise all persons permitted access to the information or Defence Materials of the contents of this Agreement and that the Defence Materials are privileged and subject to the terms of this Agreement.
- 10 Neither Client shall assert any claim of title or ownership over any Defence Materials (or any portion thereof) received from the other Client, its Counsel or its Retained Experts. Notwithstanding the foregoing, Defence Materials that are jointly developed by the Clients or their Counsel shall be jointly owned by the Clients.
- 11 If any person or entity requests or demands, by subpoena or otherwise, any Defence Materials from any Client or Counsel, that Client or Counsel will promptly notify the Counsel

whose Client has, or who themselves may have, rights in said materials and will take all steps reasonably necessary to permit the assertion of all applicable rights, privileges and immunities with respect to such Defence Materials, including permitting the other affected parties a reasonable opportunity to intervene and be heard, and otherwise cooperate fully with the other affected parties in any judicial proceedings relating to the disclosure of Defence Materials at issue.

12 Nothing in this Agreement shall create an attorney-client relationship between Iron Counsel and Copper or Titanium, between Copper Counsel 1, Copper Counsel 2 or Titanium Counsel and Iron, or between any Counsel and anyone other than its Client, and the fact that each Counsel has entered this Agreement shall not in any way preclude the relevant Counsel from representing any interest that may be construed to be adverse to any other Party or be used as a basis for seeking to disqualify either Counsel from representing any other party in this or any other proceeding, whether under a grant of immunity or otherwise, because of such Counsel's participation in this Agreement.

13 Nothing in this Agreement shall oblige any Client or Counsel to share or communicate any information or Defence Materials or independently obtained or created materials with any other Client or Counsel.

14 Any Client or Counsel disclosing Defence Materials pursuant to this Agreement represents that it has the right to make such disclosure under this Agreement, but otherwise makes no representations or warranties, express or implied, as to the quality, accuracy, and completeness of any Defence Materials disclosed pursuant to this Agreement, and such Client or Counsel, its affiliates and representatives shall have no liability whatsoever with respect to the use of or reliance upon the disclosed Defence Materials.

15 In the event that:

15.1 a Party chooses to withdraw from this Agreement; or

15.2 the Possible Transaction has terminated, or discussions or negotiations with respect to the Possible Transaction have terminated,

the appropriate Counsel or Client shall promptly give notice of that fact to all other Parties, and this Agreement shall terminate, except that:

15.3 on the disclosing Client's written request, each receiving Client and its Counsel shall return or destroy (at the election of the receiving Client and its Counsel) all Defence Materials received from the disclosing Client, and shall instruct the receiving Client's Retained Experts to similarly return or destroy (at the election of such Retained Experts) such Defence Materials, with such destruction confirmed in writing if requested by the disclosing Client, except to the extent otherwise required by law or by any applicable regulatory requirements or so as to comply with a bona fide records retention policy, internal compliance or internal audit procedures; and

15.4 each Client shall continue to be bound by the obligations of confidentiality provided in this Agreement with respect to Defence Materials previously furnished pursuant to this Agreement for a period of 24 months.

16 Notwithstanding anything contained in this Agreement to the contrary, no Client, Counsel or Retained Expert will be required to destroy any computer records or files containing Defence Materials, Restricted Information or confidential information otherwise shared that have been created pursuant to automatic retention protocols (other than protocols designed specifically for the Possible Transaction) or backup procedures or applicable rules of legal professional conduct or any similar provisions under other national, pan-national, state or local laws.

- 17 Copper, Titanium, Copper Counsel 1, Copper Counsel 2 and Titanium Counsel and any Retained Experts or Additional Counsel of Copper or Titanium shall provide to the UK Panel on Takeovers and Mergers (**Panel**) a written confirmation substantially in the forms set out in Schedule 1, Part 1, **Error! Reference source not found.**, Part 2 and Part 3, or in such other form as the Panel may require (**Confirmations**). Copper, Titanium, Copper Counsel 1, Copper Counsel 2 and Titanium Counsel agree and acknowledge that the relevant confirmations being given by them are being given for the benefit of Iron and may be relied upon and enforced by Iron as if expressly set out in Iron's favour in this Agreement. Copper and Titanium shall take all reasonably necessary steps to ensure that it complies with the Confirmations, and the arrangements set out in Schedule 2 in respect of the Restricted Information. Copper Counsel 1, Copper Counsel 2 and Titanium Counsel shall, and Copper and Titanium shall instruct their respective Counsels to, procure that their respective External Regulatory Clean Team comply with the Confirmations, and the arrangements set out in Schedule 2 in respect of the Restricted Information.
- 18 Each Client shall, and shall instruct its respective Counsel and Retained Experts to (in each case, to the extent applicable):
- 18.1 keep Defence Materials and any copies thereof secure and in such a way as to prevent unauthorised access; and
- 18.2 to the extent that Defence Materials are provided in electronic format, to the extent possible, not store such Defence Materials on any computer, word processor or other device, unless access to the file, device, or relevant storage folder is protected by password or otherwise restricted to those individuals who are actively engaged on the Designated Matters and bound by this Agreement.
- 19 Each Client shall, and shall instruct its respective Counsel and Retained Experts to (in each case, to the extent applicable):
- 19.1 limit access to Defence Materials to specific individuals who are directly involved in the Designated Matters; and
- 19.2 inform the other Client or its Counsel promptly if it becomes aware that any Defence Materials have been disclosed to any person otherwise than in accordance with this Agreement.
- 20 Each Client will instruct its respective Counsel and Retained Experts to adhere to the obligations in clauses 15 to 19 and, in the case of Copper and Titanium, set out in the relevant Confirmations.
- 21 This Agreement, its terms, and the activities conducted pursuant to this Agreement, constitute Defence Materials. Each Party shall not disclose this Agreement and its terms to anyone except as permitted under the terms of this Agreement or as required by applicable law or regulation; provided that a copy of this Agreement may be provided to the Panel upon request and may be posted to any website required to be maintained by the UK City Code on Takeovers and Mergers in connection with the Possible Transaction.
- 22 In the event that documents or other written information or data are inadvertently or unintentionally provided (**Inadvertently Provided Documents**) to the other Client or its Counsel or Retained Expert in the course of the Possible Transaction, the Client which provided the Inadvertently Provided Documents may demand in writing the return or destruction of any Inadvertently Provided Documents. Upon receipt of such a written demand, the Client in possession (including by way of its Counsel or Retained Expert) of such Inadvertently Provided Documents shall promptly deliver to the other Client or destroy all copies of the Inadvertently Provided Documents, except to the extent otherwise required by law or by any applicable regulatory requirements or so as to comply with a bona fide records retention policy or internal compliance or internal audit procedures, and shall undertake

reasonable measures to ensure that the Inadvertently Provided Documents and the information or data contained therein are not further disseminated. For the avoidance of doubt, no Client, Counsel or Retained Expert will be required to destroy any computer records or files containing Inadvertently Provided Documents that have been created pursuant to automatic retention protocols (other than protocols designed specifically for the Possible Transaction) or backup procedures or applicable rules of legal professional conduct or any similar provisions under other national, pan-national, state or local laws.

- 23 This Agreement shall be binding upon each Client's respective successors, legal representatives and permitted assigns. This Agreement is solely for the benefit of the Clients.
- 24 This Agreement and the NDA constitutes the entire and complete joint defence agreement between the Parties and supersedes any earlier joint defence agreements between or among any of the Parties regarding the Possible Transaction, whether written or oral, pursuant to which Defence Materials may have been exchanged. In the event of a conflict between this Agreement and the NDA, this Agreement shall prevail in relation to all matters insofar as they relate to the handling of or reporting on Restricted Information.
- 25 Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without prohibiting or invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 26 Each Client and Counsel shall, and each Client shall (either on its own or through its Counsel) instruct any Retained Experts engaged by it to, promptly notify the other Clients upon becoming aware of any breach of this Agreement or, in the case of Copper, Titanium, Copper Counsel and Titanium Counsel, any of the Confirmations.
- 27 Each Client acknowledges and agrees that a breach of this Agreement by it, its Counsel or Retained Expert engaged by it, may cause continuing and irreparable injury to the business of the other Client as a direct result of such violation, for which remedies at law may be inadequate. Either Client may therefore be entitled, in the event of any actual or threatened violation of this Agreement by the other Client or anyone engaged by such Client, and in addition to any other remedies available to it, to seek specific performance and injunctive or other equitable relief as a remedy for such actual or threatened violation of this Agreement, and no proof of special damages may be necessary to enforce the terms of this Agreement. Titanium's Counsel shall be liable to Iron for any breach of clause 15, 17, 18, 19 and 22 of this agreement to the extent that Titanium's Counsel fails to comply with an instruction given by Titanium under each clause.
- 28 No failure or delay by any Party to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
- 29 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- 30 This Agreement may not be amended or modified except by a written agreement signed by each Party, provided that either Client may unilaterally appoint additional law firms to represent such Client with respect to the Possible Transaction or the Designated Matters (**Additional Counsel**), provided that Defence Materials and Restricted Information may only be disclosed to an Additional Counsel once:
- 30.1 that Additional Counsel has agreed to be bound by the terms of this Agreement as if it were original Counsel by executing a letter in substantially the form contained in Schedule 3 to this Agreement and delivering it to the Parties; and



30.2 in the case of Copper's or Titanium's Additional Counsel, the Panel has confirmed:

- (a) that Additional Counsel may be added to the External Regulatory Clean Team; and
- (b) the Panel has received the relevant Confirmations from that Additional Counsel.

31 This Agreement and any rights and obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England & Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

# Schedule 1 Confirmations

## Part 1 Form of Confirmation of Copper

[Letterhead of Copper]

### Private and Confidential

The Takeover Panel  
One Angel Court  
London  
EC2R 7HJ

### By Email

[Date]

Dear Sir or Madam,

[XXX] (Iron), [XXX] (Copper) AND [XXX] (Titanium)

We refer to the discussions you have had with DLA Piper UK LLP (**DLA Piper**) regarding regulatory clearances with reference to a possible transaction involving Iron and members of Copper's and Titanium's groups (**Possible Transaction**), and to the amended and restated clean team and joint defence agreement between Iron, Copper, Titanium, DLA Piper (legal counsel to Iron), Simpson Thacher & Bartlett LLP and Advokatfirman Vinge KB (legal counsel to Copper), and Clifford Chance LLP (legal counsel to Titanium) dated on or about today's date (**CTA**). Capitalised terms used but not defined in this confirmation shall have the meanings given to such terms in the CTA.

Pursuant to paragraph 4.1(c) of Practice Statement No 30, issued by the Takeover Panel and dated 8 October 2015, we confirm that:

- 1 we waive any rights to request the Restricted Information from any member of the External Regulatory Clean Team and waive any legal or professional obligations of disclosure which any member of the External Regulatory Clean Team may owe to us in respect of the Restricted Information;
- 2 no director or employee of Copper will receive or have access to any Restricted Information until the offer becomes effective (if conducted by way of a scheme of arrangement) or unconditional in all respects (if conducted by way of a takeover offer), and
- 3 we will promptly inform the Panel if any Restricted Information comes into our possession.

Yours sincerely

[To be signed by Copper]

## Part 2 Form of Confirmation of Titanium

[Letterhead of Titanium]

### Private and Confidential

The Takeover Panel  
One Angel Court  
London  
EC2R 7HJ

### By Email

[Date]

Dear Sir or Madam,

[XXX] (Iron), [XXX] (Copper) AND [XXX] (Titanium)

We refer to the discussions you have had with DLA Piper UK LLP (**DLA Piper**) regarding regulatory clearances with reference to a possible transaction involving Iron and members of Copper's and Titanium's groups (**Possible Transaction**), and to the amended and restated clean team and joint defence agreement between Iron, Copper, Titanium, DLA Piper (legal counsel to Iron), Simpson Thacher & Bartlett LLP and Advokatfirman Vinge KB (legal counsel to Copper), and Clifford Chance LLP (legal counsel to Titanium) dated on or about today's date (**CTA**). Capitalised terms used but not defined in this confirmation shall have the meanings given to such terms in the CTA.

Pursuant to paragraph 4.1(c) of Practice Statement No 30, issued by the Takeover Panel and dated 8 October 2015, we confirm that:

- 4 we waive any rights to request the Restricted Information from any member of the External Regulatory Clean Team and waive any legal or professional obligations of disclosure which any member of the External Regulatory Clean Team may owe to us in respect of the Restricted Information;
- 5 no director or employee of Titanium will receive or have access to any Restricted Information until the offer becomes effective (if conducted by way of a scheme of arrangement) or unconditional in all respects (if conducted by way of a takeover offer), and
- 6 we will promptly inform the Panel if any Restricted Information comes into our possession.

Yours sincerely

[To be signed by Titanium]

## Form of Confirmation of Lead Legal Counsel

[Letterhead of Counsel]

### Private and Confidential

The Takeover Panel  
One Angel Court  
London  
EC2R 7HJ

### By Email

[Date]

Dear Sir or Madam,

[XXX] (Iron), [XXX] (Copper) AND [XXX] (Titanium)

We refer to the discussions you have had with DLA Piper regarding regulatory clearances with reference to a possible transaction involving Iron and members of Copper's and Titanium's groups (**Possible Transaction**), and to the amended and restated clean team and joint defence agreement between Iron, Copper, Titanium, DLA Piper (legal counsel to Iron), Simpson Thacher & Bartlett LLP and Advokatfirman Vinge KB (legal counsel to Copper), and Clifford Chance LLP (legal counsel to Titanium) dated on or about today's date (**CTA**). Capitalised terms used but not defined in this confirmation shall have the meanings given to such terms in the CTA.

Pursuant to paragraph 4.1(a) of Practice Statement No 30 issued by the Takeover Panel and dated 8 October 2015 (**PS 30**), we attach in the Annex a list of the key individuals from our firm proposed to be included in the External Regulatory Clean Team, including their positions and roles on the Possible Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed [**Responsible Person**] as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by our firm. We confirm that [**Responsible Person**] of our firm has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by the External Regulatory Clean Team and has been appointed as the individual who will review all advice to be provided by any member of the External Regulatory Clean Team to Copper and/or Titanium to ensure that it does not disclose any Restricted Information relating to Iron or any other information which enables Copper and/or Titanium to deduce the Restricted Information relating to Iron.

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- 1 we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to Copper or Titanium or any person outside the External Regulatory Clean Team other than the relevant regulatory authorities;
- 2 effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Regulatory Clean Team; and
- 3 we will promptly inform the Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Regulatory Clean Team.

To the extent that it is determined to be necessary or appropriate to instruct law firms in other jurisdictions, we will provide the Panel with the names of any such additional firms to be instructed and will seek the Panel's permission to provide Restricted Information to them on the basis of PS 30.

Yours sincerely,

[*Responsible Person*]

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## Annex

### List of Key Individuals Proposed to be Included in the External Regulatory Clean Team

<b>Name</b>	<b>Position</b>	<b>Role in the Transaction</b>
Antonio Bavasso	Partner	Copper Counsel 1
Josh Buckland	Counsel	Copper Counsel 1
Sandeep Mahandru	Associate	Copper Counsel 1
Jessie Li (Jiaxin)	Associate	Copper Counsel 1
Klearchos Lazanas	Trainee Lawyer	Copper Counsel 1
Marcus Glader	Partner	Copper Counsel 2
Sebastian Örndahl	Partner	Copper Counsel 2
Lovisa Lewin	Associate	Copper Counsel 2
Ebba Ehrling Sjöström	Associate	Copper Counsel 2
Hanna Lemne	Junior Economist	Copper Counsel 2
Sara Hammond	Associate	Copper Counsel 2
Amanda Wallmark	Paralegal	Copper Counsel 2
Darach Connolly	Partner	Iron Counsel
Semin O	Partner	Iron Counsel
Paolo Morante	Partner	Iron Counsel
Alexandra Kamerling	Partner	Iron Counsel
Alistair White	Senior Associate	Iron Counsel
Jo Kane	Associate	Iron Counsel
Tiffany McConaghy	Associate	Iron Counsel
Richard Blewett	Partner	Titanium Counsel
Rani Chowdhary	Lawyer	Titanium Counsel
Nissim Massarano	Senior Associate	Titanium Counsel
Amelia Platton	Trainee Solicitor	Titanium Counsel

## Part 3 Form of Confirmation of Retained Expert

[Letterhead of Retained Expert]

Private and Confidential  
The Takeover Panel  
One Angel Court  
London  
EC2R 7HJ

### By Email

[Date]

Dear Sir or Madam,

[XXX] (Iron), [XXX] (Copper) AND [XXX] (Titanium)

We are retained by [•] to assist in the [legal / economic] analysis and preparation of filings and submissions for competition and/or regulatory clearances in relation to a possible transaction involving Iron and a member of [•]'s group (**Possible Transaction**).

We refer to the discussions you have had with DLA Piper regarding regulatory clearances with reference to a possible transaction involving Iron and members of Copper's or Titanium's groups (**Possible Transaction**), and to the amended and restated clean team and joint defence agreement between Iron, Copper, DLA Piper (legal counsel to Iron), Simpson Thacher & Bartlett LLP and Advokatfirman Vinge KB (legal counsel to Copper), and Clifford Chance LLP (legal counsel to Titanium) dated on or about today's date (**CTA**). Capitalised terms used but not defined in this confirmation shall have the meanings given to such terms in the CTA.

Pursuant to paragraph 4.1(a) of Practice Statement No 30 issued by the Takeover Panel and dated 8 October 2015 (**PS 30**), we attach in the Annex a list of the key individuals from our firm proposed to be included in the External Regulatory Clean Team, including their positions and roles on the Possible Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed [Responsible Person] as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by [Retained Expert].

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- 1 we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to Copper or Titanium or any person outside the External Regulatory Clean Team other than the relevant regulatory authorities;
- 2 effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Regulatory Clean Team; and
- 3 we will promptly inform the Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Regulatory Clean Team.

Yours sincerely,

[Responsible Person]

## Annex

### List of Key Individuals Proposed to be Included in the External Regulatory Clean Team

<b>Name</b>	<b>Position</b>	<b>Role in the Transaction</b>
Antonio Bavasso	Partner	Copper Counsel 1
Josh Buckland	Counsel	Copper Counsel 1
Sandeep Mahandru	Associate	Copper Counsel 1
Jessie Li (Jiaxin)	Associate	Copper Counsel 1
Klearchos Lazanas	Trainee Lawyer	Copper Counsel 1
Marcus Glader	Partner	Copper Counsel 2
Sebastian Örndahl	Partner	Copper Counsel 2
Lovisa Lewin	Associate	Copper Counsel 2
Ebba Ehrling Sjöström	Associate	Copper Counsel 2
Hanna Lemne	Junior Economist	Copper Counsel 2
Sara Hammond	Associate	Copper Counsel 2
Amanda Wallmark	Paralegal	Copper Counsel 2
Darach Connolly	Partner	Iron Counsel
Semin O	Partner	Iron Counsel
Paolo Morante	Partner	Iron Counsel
Alexandra Kamerling	Partner	Iron Counsel
Alistair White	Senior Associate	Iron Counsel
Jo Kane	Associate	Iron Counsel
Tiffany McConaghy	Associate	Iron Counsel
Richard Blewett	Partner	Titanium Counsel
Rani Chowdhary	Lawyer	Titanium Counsel
Nissim Massarano	Senior Associate	Titanium Counsel
Amelia Platton	Trainee Solicitor	Titanium Counsel



## Schedule 2 Arrangements relating to restricted information

- 1 Restricted Information will not be received by or made available to Copper or Titanium, provided, however, that members of the External Regulatory Clean Team may share the conclusions that they reach based on the Restricted Information for the purposes of providing Copper or Titanium with advice on any merger control or regulatory risks associated with the Possible Transaction, provided that such conclusions will not disclose the Restricted Information or any other information that enables the recipient to deduce the Restricted Information. Pursuant to paragraph 4.1(b) of Practice Statement 30 of the Panel, Copper Counsel 1, Copper Counsel 2 and Titanium Counsel confirm that [*Responsible Person*] has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by the External Regulatory Clean Team and has been appointed as the individual who will review all advice to be provided by any member of the External Regulatory Clean Team to Copper or Titanium to ensure that it does not disclose any Restricted Information relating to Iron or any other information which enables Copper or Titanium to deduce the Restricted Information relating to Iron.
- 2 To the extent that any merger or foreign investment notifications, filings and submissions themselves include Restricted Information and (whether in draft or as submitted) are shared with Copper or Titanium, Restricted Information will be redacted before these documents are shared with Copper or Titanium.
- 3 To the extent that Copper or Titanium or any of their other advisors (not being members of the External Regulatory Clean Team) are to participate in meetings or calls with any relevant competition or regulatory authorities or are to receive correspondence from any such authorities, then appropriate arrangements will be put in place to ensure that no Restricted Information is provided to Copper or Titanium or such other advisors.
- 4 Restricted Information will be provided separately from any other data and information being provided in connection with the Possible Transaction (eg other business information needed for competition or foreign investment analysis, any other information exchanged by the parties for the purposes of due diligence or other analysis required in connection with the Possible Transaction).
- 5 Restricted Information will clearly be identified as "Clean Team Counsel / Retained Experts Only".
- 6 Restricted Information will be properly ring-fenced by the receiving external advisors (including from the corporate and transactional legal deal teams).
- 7 To the extent that Restricted Information is provided by email, or documents or materials containing or derived from the information are circulated by email, all such emails or documents will be filed or maintained in a folder or storage to which there is restricted access.
- 8 To the extent that Restricted Information is provided via a dedicated online data room (**VDR**), only the members of the External Regulatory Clean Team will have access to the relevant portion of the VDR.
- 9 If any firm advises that it cannot put these ring-fencing safeguards in place (eg due to IT limitations), then no Restricted Information will be provided to these firms and they will not be provided access to the VDR until an alternative structure has been agreed with the Panel and put in place.
- 10 The Panel will be promptly notified in the event that any Restricted Information does come into the possession of Copper or Titanium or any of its advisors who do not form part of the External Regulatory Clean Team.

## Schedule 3 Form of Additional Counsel letter

To: the Parties

Date: [\*\*\*\*\*]

### Clean Team and Joint Defence Agreement

- 1 We, [*additional counsel*] (**us** or **we**), have read the clean team and joint defence agreement dated [\*\*\*\*\*] between Iron, Copper, Titanium, Iron Counsel, Copper Counsel 1, Copper Counsel 1 and Titanium Counsel (**CTA**) and agree:
  - 1.1 to be bound by the terms of the CTA as though we were original Counsel to the CTA;
  - 1.2 not to disclose to anyone any Defence Materials or Restricted Information other than as permitted by the CTA; and
  - 1.3 that we will only use Defence Materials or Restricted Information disclosed to us for the purpose of pursuing Possible Transaction and any joint defence in connection with the Designated Matters and any related litigation.
- 2 Capitalised terms used but not defined in this letter shall have the meaning given to them in the CTA.

Yours sincerely,

[*Name*]

for and on behalf of

[*Additional counsel firm*]

# Signature page

Executed by the Parties on the date first set out above:

Signed for and on behalf of BPEA Fund VIII )  
Limited by: )  
)  
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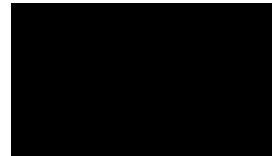
Signature

Name (block capitals)

**Authorised signatory**

Signed for and on behalf of Keywords Studios )  
by: )  
)  
)  
)

Signature



Name (block capitals)

Jonathan Hauck  
**Authorised signatory**

Signed for and on behalf of Temasek Holdings )  
(Private) Limited by: )  
)  
)  
)

Signature

Name (block capitals)

**Authorised signatory**

Signed for and on behalf of **DLA Piper** )  
**IRELAND LLP** by: )  
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Signature

Name (block capitals)

**Authorised signatory**

# Signature page

Executed by the Parties on the date first set out above:

Signed for and on behalf of BPEA Fund VIII )  
Limited by: )  
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Signature

Name (block capitals)

**Authorised signatory**

Signed for and on behalf of Keywords Studios )  
by: )  
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Signature

Name (block capitals)

**Authorised signatory**

Signed for and on behalf of Temasek Holdings )  
(Private) Limited by: )  
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Signature

Name (block capitals)

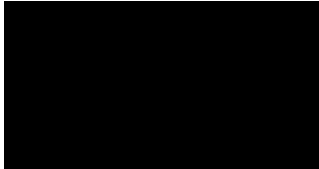
**Authorised signatory**

Signed for and on behalf of **DLA Piper** )  
**IRELAND LLP** by: )  
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Signature

Name (block capitals)

Matthew Cole  
**Authorised signatory**



Signed for and on behalf of **DLA Piper UK LLP** by: )))))

Signature



Name (block capitals)

Jon Earle

**Authorised signatory**

Signed for and on behalf of **Simpson Thacher & Bartlett LLP** by: )))))

Signature

Name (block capitals)

**Authorised signatory**

Signed for and on behalf of **Advokatfirman Vinge KB** by: )))))

Signature

Name (block capitals)

**Authorised signatory**

Signed for and on behalf of **Clifford Chance LLP** by: )  
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Signature

Name (block capitals)

**Authorised signatory**

# Signature page

Executed by the Parties on the date first set out above:

Signed for and on behalf of BPEA Fund VIII )  
Limited by: )  
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)  
)

Signature 

Name (block capitals) VSG Cayman Limited  
**Authorised signatory**

Signed for and on behalf of Keywords Studios )  
by: )  
)  
)  
)

Signature

Name (block capitals)  
**Authorised signatory**

Signed for and on behalf of Temasek Capital )  
Management Pte. Ltd by: )  
)  
)  
)

Signature 

Name (block capitals) Fock Wai Hoong  
**Authorised signatory**

Signed for and on behalf of **DLA Piper** )  
**IRELAND LLP** by: )  
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)  
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Signature

Name (block capitals)  
**Authorised signatory**

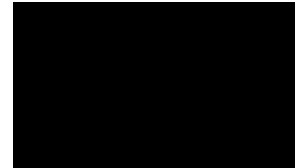
Signed for and on behalf of **DLA Piper UK LLP** by: )))))

Signature

Name (block capitals)

**Authorised signatory**

Signed for and on behalf of **Simpson Thacher & Bartlett LLP** by: )))))



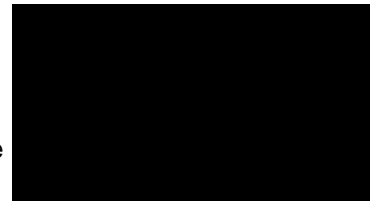
Signature

Name (block capitals)

Antonio Bavasso  
**Authorised signatory**

Signed for and on behalf of **Advokatfirman Vinge KB** by: )))))

Signature



Name (block capitals)

Sebastian Orndahl  
**Authorised signatory**

Signed for and on behalf of **Clifford Chance LLP** by: )  
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Signature

Name (block capitals)

Richard Blewett

**Authorised signatory**