

NOVATED AND RESTATED ON

2 June 2023

(1) DECHRA PHARMACEUTICALS PLC

- and -

(2) EQT X EUR SCSP

- and -

(3) EQT X USD SCSP

- and -

(4) LUXINVA S.A.

**NOVATED AND RESTATED
AGREEMENT**

relating to
*the establishment of a clean team for sharing
competitively sensitive information*

THIS AGREEMENT is novated and restated on 2 June 2023

BETWEEN:

- (1) **DECHRA PHARMACEUTICALS PLC**, a company incorporated in England & Wales (registered no. 03369634), whose registered office is at 24 Cheshire Avenue Cheshire Business Park, Lostock Gralam, Northwich, CW9 7UA (“**Diana**”);
- (2) **EQT X EUR SCSP¹ AND EQT X USD SCSP²**, each represented by its manager (*gérant*) EQT Fund Management S.à r.l.³ (“**Echo**”); and
- (3) **LUXINVA S.A.**, a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg, having its registered office at 51, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B128373 (“**Luxinva**”).

RECITALS:

- A The Parties are in discussions regarding the potential acquisition of Diana by Echo and Luxinva or members of Echo or Luxinva’s groups (however implemented and including any financing thereof) (“**Possible Transaction**”).
- B Diana and Echo entered into a non-disclosure agreement on 6 April 2023 (“**NDA**”) generally governing the disclosure of confidential information between them in connection with the Possible Transaction. The terms of the NDA shall apply to all Commercial Clean Team Information (as defined below) shared pursuant to this Agreement. The Parties have also entered into a separate clean team and joint defence agreement on 14 April 2023 governing the disclosure of confidential information between them and their regulatory legal advisors in connection with the regulatory assessment of the Possible Transaction and related filings.
- C In connection with the Possible Transaction, the Parties recognise that competitively sensitive information needs to be exchanged in order to undertake due diligence, to assess efficiency development and to assess integration planning matters, including in relation to Diana’s pipeline products (collectively, the “**Commercial Designated Matters**”).
- D Echo and/or Luxinva have instructed Commercial External Advisers (as defined below) to assist with the Commercial Designated Matters. This Agreement sets out the terms governing the disclosure of competitively sensitive information to the Commercial External Advisers, as well as the related collection and analysis and potential destruction of competitively sensitive information, for the purpose of the Commercial Designated Matters in a manner that is in compliance with and is consistent with all relevant antitrust and competition law and all other applicable law and regulation. The disclosure, sharing or use of competitively sensitive information is limited to the extent prescribed in this Agreement and the NDA, though in the event of contradiction between the two the terms of this Agreement shall take precedence. In

¹ **EQT X EUR SCSp**, a Luxembourg special limited partnership (*société en commandite spéciale*) with its registered office at 51A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 261.668.

² **EQT X USD SCSp**, a Luxembourg special limited partnership (*société en commandite spéciale*) with its registered office at 51A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 261.665.

³ **EQT Fund Management S.à r.l.**, a Luxembourg limited liability company (*société à responsabilité limitée*) with registered office at 51A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (*Registre de Commerce et des Sociétés, Luxembourg*), under number B167.972.

particular, nothing in this Agreement permits the disclosure of competitively sensitive information from a Commercial External Adviser to either Echo or Luxinva or to their respective Affiliates or other advisers.

- E In order to facilitate compliance with the terms of this Agreement and the proper handling of competitively sensitive information, Diana and the Commercial External Advisers have also agreed on a set of guidelines which are contained at Schedule 1 to this Agreement and are designed to provide further information and guidance to Commercial Clean Team Members (as defined below) as to their obligations under this Agreement and, in particular, with respect to Commercial Clean Team Information (as defined below) (the “**Guidelines**”).

IT IS AGREED:

1. In this Agreement:

- 1.1 “**Affiliate**” means, in relation to a person, each or any other person who for the time being directly or indirectly controls, is controlled by or is under common control with such person, and “control” for these purposes means (a) holding the majority of the voting rights or share capital of such person or (b) otherwise having the power to direct the management and policies of such person, provided that in respect of Diana and Echo, “affiliate” has the meaning given to it in the NDA;
- 1.2 “**Business Day**” means a day other than a Saturday, a Sunday or a public holiday, on which banks are open for general business in London;
- 1.3 “**Commercial Clean Team**” means: (i) a Commercial External Adviser’s employees; or (ii) individuals engaged by a Commercial External Adviser or directly by Echo or Luxinva, either jointly with another Commercial External Adviser or individually, in connection with the Possible Transaction who can be approved to view and handle Commercial Clean Team Information in compliance with competition law and have been designated as Commercial Clean Team Members;
- 1.4 “**Commercial Clean Team Information**” or “**CCTI**” means competitively sensitive information disclosed by Diana or Diana’s external legal counsel to the Commercial External Adviser in relation to the Commercial Designated Matters, as described in the Guidelines and includes (but is not limited to) all information designated as CCTI pursuant to clause 10;
- 1.5 “**Commercial Clean Team Manager**” means an individual identified by a Commercial External Adviser in a Confirmation (as defined below) provided pursuant to this Agreement who will manage and supervise such Commercial External Adviser’s compliance with this Agreement;
- 1.6 “**Commercial Clean Team Member(s)**” means either the individuals, including the Commercial Clean Team Manager, who are identified in a Confirmation provided by a Commercial External Adviser as a Commercial Clean Team Member or the individuals who have been accepted as Commercial Clean Team Members for each Commercial External Adviser in accordance with the procedure set out in clause 6;
- 1.7 “**Commercial External Adviser(s)**” means a firm or individual who has been instructed by Echo and/or Luxinva to assist with the Commercial Designated Matters and who has undertaken in writing to abide by this Agreement by executing a Confirmation; and

- 1.8 “**Confirmation**” means a letter in substantially the form contained in Schedule 2 of this Agreement executed by a Commercial External Adviser pursuant to this Agreement.
2. This Agreement shall commence on the date on which it is entered into, as indicated above, and shall terminate on the earlier of (i) the completion of the Possible Transaction, (ii) the Possible Transaction being aborted by Diana or otherwise not completed in accordance with the terms of the Possible Transaction (if agreed), including upon Echo making an announcement under Rule 2.8 of the City Code on Takeovers and Mergers (the “**Takeover Code**”), or (iii) the date of the termination of the NDA. The termination of this Agreement pursuant to this clause 2 is without prejudice to clauses 14.5, 14.13, 16, 18, 19, 20 and such other clauses that expressly or by implication are intended to come into or continue in force on or after expiry of this Agreement.
3. The obligations in this Agreement shall not apply, or shall cease to apply, to any information (whether or not such information has previously been designated as CCTI) which has ceased to be competitively sensitive because it:
- 3.1 is in, or subsequently has become, generally available to the public other than through a breach, or series of breaches, of the obligations in this Agreement or the NDA;
- 3.2 was lawfully in the possession of Echo or Luxinva, or their respective Affiliates, or a Commercial External Adviser (as can be reasonably demonstrated by Echo or Luxinva, or their respective Affiliates, or a Commercial External Adviser) prior to being disclosed pursuant to this Agreement;
- 3.3 following disclosure under this Agreement, becomes available to Echo or Luxinva, or their respective Affiliates, or a Commercial External Adviser from a source other than Diana, its Affiliates or Diana’s external advisers, which source is not known, after reasonable enquiry, by Echo or Luxinva, or their respective Affiliates, or a Commercial External Adviser, to be bound by any obligation of confidentiality to Diana, its Affiliates or Diana’s external advisers in relation to such information; or
- 3.4 has been disclosed other than in accordance with clause 10 and has not subsequently been identified as CCTI in accordance with clause 15,
- and which has, as a result, ceased to be competitively sensitive.
4. Access to CCTI will be limited to the Commercial Clean Team and each Commercial Clean Team Member, and each Commercial External Adviser will not allow any CCTI to be accessible to any other person outside the Commercial Clean Team, including any adviser, agent, director, officer, member or employee of Echo, Luxinva or their respective Affiliates.
5. The individuals listed in the Confirmation executed by each Commercial External Adviser are the initial Commercial Clean Team Members of that Commercial External Adviser.
6. Each Commercial External Adviser can, and Echo and / or Luxinva can, each at their respective discretion, appoint further individuals as Commercial Clean Team Members by notice in writing (including e-mail) to Diana or Diana’s external legal counsel, provided that (in the case of an individual appointed by a Commercial External Adviser) such individual is an officer or employee of the Commercial External Adviser or its Affiliates, and provided that Diana or Diana’s external legal advisers provide affirmative written approval of the appointment within 48 hours after receipt of the notice of appointment, such approval not to be unreasonably

withheld. If no written approval is received within 48 hours, then Diana shall be deemed to have approved such appointment.

7. Each Commercial External Adviser must notify Diana or Diana's external legal advisers in writing of any removals from its list of Commercial Clean Team Members. Such removal will be effective on receipt of such notice by Diana or Diana's external legal advisers and the Commercial External Adviser must ensure that all reasonably necessary steps are taken to remove access to any CCTI the removed person may have had in their possession.
8. Each Commercial External Adviser must remove a Commercial Clean Team Member in the following circumstances:
 - 8.1 where the Commercial Clean Team Member is no longer employed, instructed, appointed or otherwise engaged by the Commercial External Adviser or its Affiliates; or
 - 8.2 where the Commercial Clean Team Member is in breach of any term of this Agreement and/or the NDA.
9. For the avoidance of doubt and without prejudice to the obligation to remove a Commercial Clean Team Member set out in clause 8 above, each Commercial External Adviser is free to remove a Commercial Clean Team Member from its list of Commercial Clean Team Members at any time.
10. CCTI will be clearly identified as such by Diana or Diana's external legal advisers by marking it as "Commercial External Adviser Clean Team Only" and will be placed in a designated CCTI section of the virtual data room and will be accessible in respect of the Possible Transaction only by Commercial Clean Team Members following the guidance in the Guidelines. The disclosure, sharing or use of such CCTI is limited to the extent prescribed in this Agreement. Where appropriate, any such information and any document prepared that contains or analyses such information may (but will not necessarily) also be marked with appropriate markings.
11. For the avoidance of doubt, this Agreement concerns only the disclosure of CCTI for the sole purpose of the Commercial Designated Matters and its application shall not extend the application of the NDA or the clean team and joint defence agreement between the Parties of 14 April 2023 beyond each's respective current application; in particular, those individual Commercial Clean Team Members without access to other information (commercially sensitive or otherwise) contained in a virtual data room (or otherwise) concerning the Possible Transaction are not by virtue of this Agreement granted that access.
12. For the avoidance of doubt any CCTI which is or has been disclosed by Diana or Diana's external advisers to a Commercial External Adviser pursuant to the Possible Transaction in accordance with clause 10, or has subsequently been identified as CCTI in accordance with clause 15, shall be governed by the terms of this Agreement. Information can be designated as CCTI at any stage if it contains competitively sensitive information by identifying such information as CCTI in accordance with clause 15.
13. In disclosing and providing access to CCTI, Diana (or Diana's external advisers, on behalf of Diana) does not waive the confidentiality of the CCTI and does not waive any confidence, privilege, right or immunity otherwise available in relation to them, including without limitation any protection against an obligation to disclose any CCTI or other information, or documents prepared by them or their legal advisers in relation thereto, afforded by virtue of attorney-client and/or legal professional privilege, the attorney work-product doctrine, the doctrines of common interest and joint defence privilege, and/or any other privilege or immunity.

14. The Parties recognise that CCTI contains competitively sensitive information and acknowledge that its review is subject to the following terms and conditions:
- 14.1 subject to clause 14.2 below, the Parties shall limit disclosure and access to CCTI to Commercial Clean Team Members, and as is reasonably necessary for the Commercial Clean Team to evaluate the CCTI and the relevant Commercial Designated Matters;
 - 14.2 Diana may choose at its discretion to limit disclosure and access to CCTI that is subject to legal professional privilege or other similar privilege;
 - 14.3 each Commercial External Adviser shall ensure that each of their respective Commercial Clean Team Members comply with this Agreement;
 - 14.4 each Commercial External Adviser shall be responsible for any breach of this Agreement by any Commercial Clean Team Member which it, or any of its Affiliates, employs or retains as if the Commercial External Adviser had itself committed the breach;
 - 14.5 Commercial Clean Team Members will maintain and preserve the confidential nature of CCTI and shall not disclose CCTI to non-Commercial Clean Team Members. This clause 14.5 shall survive termination of this Agreement in accordance with clause 2;
 - 14.6 all requests for the disclosure of CCTI shall be shared through or coordinated by Diana's external advisers or Echo's or Luxinva's Commercial External Advisers, or through a designated section of a virtual data room. Responses to requests should be assumed to contain CCTI unless marked otherwise by Diana or its Commercial External Advisers;
 - 14.7 each Commercial External Adviser will identify one individual as its Commercial Clean Team Manager;
 - 14.8 CCTI will be used by Commercial External Advisers only in connection with the Commercial Designated Matters. No other use by the Commercial External Adviser will be made of the CCTI, it being recognised that the Diana reserves all other rights in relation to its CCTI;
 - 14.9 the Commercial Clean Team Members may report to Echo and/or Luxinva on the Commercial Designated Matters provided that in so doing there is no disclosure of CCTI to Echo and/or Luxinva, their respective Affiliates or any other persons who are not Commercial Clean Team Member. Each Commercial Clean Team Member may obtain input from Echo and/or Luxinva as needed to perform analysis for the Commercial Designated Matters, provided that no Commercial Clean Team Member shall disclose, to Echo and/or Luxinva, their respective Affiliates, or other persons who are not Commercial Clean Team Members any CCTI. If a Commercial Clean Team Member has any doubt regarding the correct categorisation of the information to be disclosed, they shall seek guidance from Echo's or Luxinva's respective external legal advisers;
 - 14.10 all CCTI will be kept secure and separate from other records, documents or information. Each Commercial External Adviser will use best endeavours to protect the CCTI to ensure that persons who are not Commercial Clean Team Members cannot access any information provided to, or analysis generated by, the Commercial Clean Team Members, other than in accordance with clause 14.9. Any breach or reasonably

likely breach of these terms and conditions will be reported to the Parties, and their respective external legal counsel, as soon as possible;

- 14.11 subject to clause 3, if information is designated as CCTI by Diana or Diana's external advisers, such designation cannot be changed without the consent of Diana or Diana's external legal advisers;
- 14.12 if disclosure of CCTI is required by law or court order, the Commercial External Adviser from whom disclosure has been requested shall inform Diana or Diana's external legal counsel to the extent lawful 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;
- 14.13 all CCTI (as designated by Diana or the Diana's external legal advisers) shall remain the property of Diana and, upon termination of this Agreement in accordance with clause 2, all CCTI that remains subject to confidentiality under this Agreement shall be returned to Diana or destroyed following request within 10 Business Days, except to the extent that:
 - 14.13.1 such information is required to be retained by any law or regulation, or for internal compliance purposes; or
 - 14.13.2 any computer records or files which contain such information have been created pursuant to automatic archiving and back-up procedures and the removal of which is neither proportionate nor reasonable,

provided that in each such case any such information remains subject to the terms of this Agreement.

- 15. Notwithstanding anything to the contrary in this Agreement, if any information is disclosed to Echo, Luxinva, or their respective Affiliates or advisers other than in compliance with clause 10:
 - 15.1 such information shall not constitute CCTI; and
 - 15.2 the Parties, the Commercial External Advisers and the Commercial Clean Team Members shall be under no obligation to treat such information as CCTI under this Agreement,

until such date as Diana or Diana's external legal advisers notify Echo, Luxinva and each Commercial External Adviser in writing that such information constitutes CCTI for the purposes of this Agreement, and with effect from the date of such written notification, the relevant information shall be treated as CCTI under the terms of this Agreement.

- 16. If a Commercial External Adviser becomes aware of any actual or reasonably likely breach of this Agreement, it shall immediately notify Diana or Diana's external legal advisers in writing and, without prejudice to any rights and remedies of Diana, shall take such steps as may be reasonably required in order to remedy or mitigate the effects of such actual or reasonably likely breach.
- 17. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

18. Each Commercial External Adviser acknowledges and agrees that damages alone may not be an adequate remedy for any breach or threatened breach of the obligations in this Agreement and that Diana shall be entitled to seek the remedies of injunction, specific performance and other equitable relief to the maximum extent available under applicable law.
19. 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.
20. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

SIGNATURE PAGE

EXECUTED by the Parties on the date first set out above.

Signed for and on behalf of **DECHRA**)
PHARMACEUTICALS PLC by:)

Signature _____

Name (block capitals) _____

Authorised signatory

Signed for and on behalf of **EQT X EUR**)
SCSp represented by its manager (*gérant*))
EQT Fund Management S.à r.l by:

Signature _____

Name (block capitals) _____

Manager (*gérant*)

Signed for and on behalf of **EQT X USD**)
SCSp represented by its manager (*gérant*))
EQT Fund Management S.à r.l by:

Signature _____

Name (block capitals) _____

Manager (*gérant*)

Signed for and on behalf of **LUXINVA S.A.**)
by:)

Signature _____

Name (block capitals) _____

Director

Signature _____

Name (block capitals) _____


Director

SIGNATURE PAGE

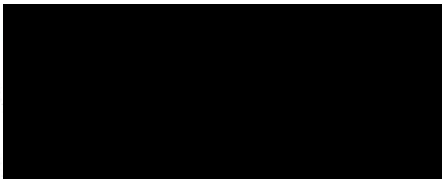
EXECUTED by the Parties on the date first set out above.

Signed for and on behalf of **DECHRA**)
PHARMACEUTICALS PLC by:) Signature

Name (block capitals)
Authorised signatory

Signed for and on behalf of **EQT X EUR**)
SCSp represented by its manager (*gérant*))
EQT Fund Management S.à r.l by:) Signature 

Name (block capitals)
Manager (*gérant*)

Signed for and on behalf of **EQT X USD**)
SCSp represented by its manager (*gérant*))
EQT Fund Management S.à r.l by:) Signature 

Name (block capitals)
Manager (*gérant*)

Signed for and on behalf of **LUXINVA S.A.**)
by:) Signature

Name (block capitals)
Director

Signature

Name (block capitals)
Director

SIGNATURE PAGE

EXECUTED by the Parties on the date first set out above.

Signed for and on behalf of **DECHRA**)
PHARMACEUTICALS PLC by:) Signature

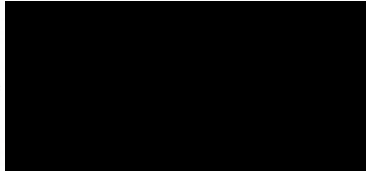
Name (block capitals)
Authorised signatory

Signed for and on behalf of **EQT X EUR**)
SCSp represented by its manager (*gérant*))
EQT Fund Management S.à r.l by: Signature

Name (block capitals)
Manager (*gérant*)

Signed for and on behalf of **EQT X USD**)
SCSp represented by its manager (*gérant*))
EQT Fund Management S.à r.l by: Signature

Name (block capitals)
Manager (*gérant*)

Signed for and on behalf of **LUXINVA S.A.**)
by:) Signature 

Name (block capitals)
Director

Signature 

Name (block capitals)
Director

SCHEDULE 1: COMMERCIAL CLEAN TEAM AGREEMENT GUIDELINES

1. Introduction

The Parties recognise that they must ensure compliance with competition laws in the context of the due diligence process for Project Diana.

This schedule contains guidance on information exchange in this setting, including clean team arrangements. The Parties have novated and restated this agreement on or around 2 June 2023 (the “**Commercial Clean Team Agreement**”).

These guidelines provide guidance on how to comply with the Commercial Clean Team Agreement. Each member of the Commercial Clean Team (as defined in the Commercial Clean Team Agreement) must receive a copy of these guidelines to make them aware of their obligations.

In the event of a discrepancy between the terms of the main body of the Commercial Clean Team Agreement and this Schedule 1, the terms of the main body of the Commercial Clean Team Agreement shall prevail.

2. Due diligence procedures

2.1 General principles

The following procedures shall be adhered to in relation to the due diligence exercise to be undertaken in connection with Project Diana:

2.1.1 information shall be disclosed to the Commercial External Advisers only where reasonably necessary for the purpose of undertaking due diligence, assessing synergy and efficiency development and assessing integration planning matters, including in relation to Diana’s pipeline products (collectively, the “**Commercial Designated Matters**”).

2.1.2 access to Commercial Clean Team Information (“**Commercial Clean Team Information**” or “**CCTI**”) (as described below) shall be limited to the Commercial Clean Team Members (as defined in the Commercial Clean Team Agreement) of each Commercial External Adviser and provided on a strictly ‘need to know’ basis, following consultation with external legal advisers;

2.1.3 Commercial Clean Team Members must:

2.1.3.1 not disclose CCTI to Echo, Luxinva, or their respective Affiliates (as defined in the Clean Team Agreement) or any third party. However, assessments, views and conclusions drawn from analysis of CCTI may be passed to Echo or Luxinva (but not third parties), including information based on CCTI but disclosed in an aggregated or anonymised form, provided that there is no disclosure of the underlying CCTI. If a Commercial Clean Team Member has any doubt regarding the correct categorisation of the information to be disclosed, it must seek guidance from Echo’s or Luxinva’s respective external legal advisers; and

2.1.3.2 make best endeavours to ensure that all non-Commercial Clean Team Members, including Echo, Luxinva and their respective Affiliates, cannot access such information, including ensuring that all cabinets where such

information is stored are locked and that access to electronic folders where such information is stored is restricted to members of the Commercial Clean Team; and

2.1.4 in accordance with and subject to the terms of the Commercial Clean Team Agreement, Commercial Clean Team Members will return or destroy CCTI in connection with Project Diana, including any notes, summaries, copies or extracts thereof.

2.2 **Commercial Clean Team Information**

CCTI includes, in each case to the extent that it is competitively sensitive under applicable antitrust laws or regulations:

- details of new and pipeline product development not publicly disclosed;
- secret technology, trade secrets or other proprietary information (e.g. know-how unknown to the market);
- financial performance data broken down by SKU or customer;
- pricing or bidding policies, margins or discounts by individual SKU, service, customer or supplier;
- costs or revenue by individual SKU, service, customer or supplier;
- forward-looking budgets, balance sheets or cash flows, except where these are at the group or divisional level;
- specific current (within the last 12 months) or forward-looking information about present or potential individual customers or suppliers, including status of negotiations, tenders or other contractual commitments, business plans, details on pricing, promotions, profitability and future plans;
- current or proposed company specific marketing plans, market evaluations, or strategic plans, including information on current and/or planned plant/facility capacities and information relating to any planned or anticipated corporate activity (e.g. M&A);
- specific historical information about individual customers or suppliers, including contractual commitments, business plans, details on pricing, promotions and profitability; and
- non-public details of joint purchasing or other co-operation arrangements.

3. **This list is not exhaustive.** If a Commercial Clean Team Member has any doubt regarding the correct categorisation of information they intend to disclose pursuant to this Agreement, the Clean Team Agreement or the NDA, they must seek guidance from Echo's or Luxinva's respective external legal advisers prior to disclosure.

4. **Commercial Clean Team Manager**

A dedicated Commercial Clean Team Manager (as defined in the Commercial Clean Team Agreement), manages and supervises compliance with the Commercial Clean Team Agreement for each Commercial External Adviser. The Commercial Clean Team Manager also deals with additions to and removals from the Commercial Clean Team. Please update the Commercial Clean Team Manager regarding any changes needed to the Commercial Clean Team or if anyone's employment situation has changed (e.g. moved jobs / moved to a different role). Should you have any questions in relation to compliance with the above, please contact the Commercial Clean Team Manager.

5. **Commercial Clean Team Members**

Each Commercial External Adviser shall identify its initial Commercial Clean Team Members in a Confirmation and any further individuals shall be added to the Commercial Clean Team in accordance with the procedure in clause 6 of the Commercial Clean Team Agreement.

SCHEDULE 2: EXTERNAL ADVISER CONFIRMATION

To: Diana, Echo and Luxinva

Date: [•] 2023

CLEAN TEAM AGREEMENT

1. [We, **[External Adviser firm]** (“us” or “we”) / [I, **[External Adviser individual]** (“me” or “I”), have read the commercial clean team agreement dated [•] between the Parties (“**Commercial Clean Team Agreement**”) and agree:
 - 1.1 to be bound by the terms of the Commercial Clean Team Agreement;
 - 1.2 not to disclose to anyone any Commercial Clean Team Information other than as permitted by the Commercial Clean Team Agreement; and
 - 1.3 that [we / I] will only use Commercial Clean Team Information disclosed to [us / me] for the purpose of pursuing the Possible Transaction and Commercial Designated Matters.
2. [The list of key individuals proposed to be included as Commercial Clean Team Members for **[External Adviser firm]** are:

Name	Position	Role in the Transaction
[•]	[•]	[•]
[•]	[•]	[•]

]

3. [We designate [**Clean Team Manager name**] as the Commercial Clean Team Manager for **[External Adviser firm]**.]
4. Capitalised terms used but not defined in this letter shall have the meaning given to them in the Commercial Clean Team Agreement.

Yours sincerely,

[Name]
[for and on behalf of
[External Adviser firm]]

Acknowledged and agreed on the date first written above that the individuals listed above are Commercial Deal Team Members.

[Name]
for and on behalf of
Dechra Pharmaceuticals plc