

AGREEMENT GOVERNING THE EXCHANGE OF COMMERCIALLY SENSITIVE INFORMATION THROUGH A CLEAN TEAM

This Agreement for Governing the Exchange of Commercially Sensitive Information through a Clean Team (the "**Agreement**") is entered into on ^{1 February} ~~31 January~~ 2019 by and between:

- (1) CHARTER COURT FINANCIAL SERVICES GROUP PLC whose registered office is at 2 Charter Court, Broadlands, Wolverhampton, West Midlands, WV10 6TD ("**CCFS**"); and
- (2) ONESAVINGS BANK PLC whose registered office is at Reliance House, Sun Pier, Chatham, Kent, ME4 4ET ("**OSB**").

CCFS and OSB are together referred to as the **Parties** and individually as a **Party**.

1 Introduction

- 1.1 The Parties are in discussions over a possible recommended all-share combination by takeover offer of OSB and CCFS (the "**Proposed Transaction**").
- 1.2 The Parties have entered into a non-disclosure agreement dated 19 November 2018 (the "**NDA**"), and a confidentiality and joint defense agreement (the "**CJDA**") dated on or about 31 January 2019.
- 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. This Protocol is without prejudice to the obligations contained in the NDA in respect of Confidential Information or the obligations contained in the CJDA in respect of Restricted Information (as defined therein).

2 The Parties hereby agree as follows:

- 2.1 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 preparing the OSB prospectus and other public documents required to effect the Proposed Transaction;
 - 2.1.3 evaluating the synergies expected to result from the Proposed Transaction;
 - 2.1.4 planning the Proposed Transaction and integration process; or
 - 2.1.5 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:
- 2.3.1 the employees, officers or directors who are part of the receiving Party's Clean Team (set out in Annex 2, as updated from time to time); and
- 2.3.2 if reasonably necessary, external professional advisers hired by the receiving Party in connection with the Proposed Transaction (e.g. independent accountants, lawyers, economists, financial advisers, and other outside consultants).
- 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 (e.g. if required, for the purposes of preparing working capital calculations, and/or for the synergies analysis), the members of such sub-group having been previously agreed by the Parties. Subject to clause 2.3.2 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 decisions on pricing) and other commercially sensitive areas of business that compete with OSB or CCFs 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 member no longer has access to Commercially Sensitive Information (or as may otherwise be agreed between the Parties in respect of particular categories of information).
- 2.6 Notwithstanding the generality of clause 2.1.3 above, a person will not become a member of a Clean Team until he/she has been made aware of his/her 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.
- 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 prior written consent from a Legal Contact of the other Party (such consent not to be unreasonably withheld).
- 2.8 Each Party will keep an accurate record of all Commercially Sensitive Information it has provided to the other Party in the context of the Proposed Transaction and the date and circumstances of such disclosure (e.g. through data room disclosure, correspondence, meetings, conference calls etc.).
- 2.9 Each Party will ensure that Commercially Sensitive Information is not passed to other persons or entities outside the Clean Team and, to the extent provided to relevant external professional advisers in accordance with clause 2.3, such external professional advisers 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.

- 2.10 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 from, or based on, the other Party 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 of the other Party, 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 No member of the Clean Team will copy or reproduce in whole or in part any of the Commercially Sensitive Information without the express consent of the Party that has provided the Commercially Sensitive Information.
- 2.12 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.
- 2.13 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 CCFS are:

In house

Philip Horsfield
Director of Legal and Compliance
D: 01902 625 961
M: 07930 884 026
E: philip.horsfield@chartercourts.co.uk

External counsel

Linklaters LLP

Natura Gracia
Partner
+44207456 4941
+447825571424
natura.gracia@linklaters.com

Stephanie Patureau
Managing Associate
+44207456 2587
+44788775 4478
stephanie.patureau@linklaters.com

Rachel Malloch
Associate
+44207456 3576
+447717344190
rachel.malloch@linklaters.com

The Legal Contacts for OSB are:

In house

Jason Elphick
Group General Counsel and Company Secretary
+44 (0)1634 888 291
+44 (0)7714 487 072
jason.elphick@osb.co.uk

External counsel

Slaughter and May

Bertrand Louveaux
Partner
+442070904173
Bertrand.louveaux@slaughterandmay.com

Aurora Luoma
Senior Counsel
+442070903693
+447795828285
aurora.luoma@slaughterandmay.com

Will Manley
Associate
+32(0)2737 9431
+32(0)493 406939
will.manley@slaughterandmay.com

- 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.
- 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) 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

- 2.16.2 the obligations set out under this Agreement will continue in full force until the date that is 12 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, OSB agrees that CCFS and CCFS agrees that OSB 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 injunction 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 []
for and on behalf OSB:

}

Title:

PETER CHARLES
SIGNED by [ELCOCK]
for and on behalf of CCFS:

}

Peter Elcock

Title:
CHIEF RISK OFFICER
& EXECUTIVE DIRECTOR

Annex 1– Definition of Commercially Sensitive Information

- 1 Subject to clause 2 below, Commercially Sensitive Information is any information relating to the commercial 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:
- current or future (non-public) pricing information or intentions (including price related terms such as discounts, rebates, commissions etc.);
 - current or future commercial strategy (including business plans or marketing plans);
 - detailed (for example loan level) information on current and forecast mortgage origination;
 - detailed information on current and future risk appetite;
 - key commercial terms of supply contracts or other major agreements (e.g. JV agreements);
 - granular customer information (including details of specific customer terms);
 - existing specific customer or supplier contracts with competitively sensitive terms (e.g. identity of customer/supplier; revenue/contract value/selling price; margins; cash flow and profit; original estimated profit; project costs; payment terms) not having been redacted;
 - detailed price, margin and/or other financial information (including revenue/contract value/selling price; margins);
 - specific (non-aggregated) current or future costs relating to individual projects, including costs of inputs, suppliers and facilities, as well as detailed current wage or salary information;
 - unannounced plans to make significant investments or expansion plans;
 - detailed information regarding “pipeline” products, marketing plans, ongoing negotiations with suppliers; and
 - current or proposed proprietary technologies, trade secrets or methods of doing business.
- 2 Commercially Sensitive Information will not include information which: (i) is in the public domain prior to the disclosure (such as mortgage rates); (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

CCFS Clean Team members

Name	Title	Sub-Group (if applicable)
Philip Horsfield	Director of Legal & Compliance	
Steve Maydew	Finance Director	
Daniel Hill	Head of Models & Ratings	

OSB Clean Team members

Name	Title	Sub-Group (if applicable)
Steve Thomson	Group Head of Compliance & Conduct Risk	
Michael Webber	Consultant – Legal services	
Sam Roberts	Head of Legal	
Adrian Bird	Chief Planning & Strategy Officer	
Gavin Slater	Group Financial Controller	
Nicholas Hurst	Deputy Chief Risk Officer	

Annex 3

Acknowledgment of Agreement Governing the Exchange of Commercially Sensitive Information through a Clean Team

To: [Legal Contact of receiving Party]

[DATE]

- 1 I, [name of individual], have read the foregoing Agreement Governing the Exchange of Commercially Sensitive Information through a Clean Team 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: _____