

## CLEAN TEAM CONFIDENTIALITY AGREEMENT

This Clean Team Confidentiality Agreement (the *Agreement*) is made and entered into on this             day of             2015,

### BETWEEN

- (1) ARRIS Group Inc. ("Arris"); and
- (2) Pace PLC ("Pace");

(Arris and Pace are referred to separately as a "***Party***" and collectively the "***Parties***").

### WHEREAS

(A) This Agreement is entered into in connection with the assessment of a possible transaction between the Parties and/or their respective Affiliates (the "***Project***").

(B) In connection with the Project, the Parties recognize that they will get access to confidential competitively and otherwise sensitive information of the other Party to evaluate the feasibility of an implementation of the Project. Access to this information will be limited to certain outside counsel, consultants, and experts hired by the Parties in connection with the proposed Project (collectively, the "***Clean Team***") and will not be accessible to employees of the Parties or any other third parties. The purpose of the Clean Team is to collect and analyze data that will be used solely for purposes of the Project and will be undertaken in a manner that is fully consistent with and in compliance with all relevant antitrust, competition, and shareholder disclosure laws and regulations.

(C) Any competitively sensitive information provided by one Party to the other Party for purposes of the Project which has been designated by the Party disclosing it, on the advice of its Legal Contact, as "Clean Team Only" shall fall within the scope of this Agreement and disclosure, sharing, or use of such ***Clean Team Only Information*** is limited to that prescribed in this Agreement. Examples of Clean Team Only Information are attached as **Annex A**.

(D) The Parties have also entered into a non-disclosure agreement ("***NDA***") dated             which applies to the exchange of Confidential Information (as defined therein) between the parties leading up to and in the course of the Project, including Clean Team Only Information. The NDA shall be read subject to the terms of this Agreement.

(E) The Parties recognize that Clean Team Only Information contains competitively-sensitive information and acknowledge that its review is subject to the following terms and conditions:

### THE PARTIES AGREE as follows:

1. In the event of a conflict arising between the terms of this Agreement and the terms of the NDA, the terms of this Agreement shall prevail in relation to all

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matters hereto insofar as they relate to the handling of and reporting on Clean Team Only Information.

2. **Clean Team Member** shall mean such outside consultants, outside counsel, and experts hired by the Parties in connection with the proposed Project (“**Outside Advisers**”), which are listed in **Annex B**, as such annex may be updated from time to time by written agreement of the Parties. If either Party wishes to include additional members within their Clean Team after signing this Agreement, it shall notify the other Party by sending an amended version of Annex B to that other Party. The Parties shall seek to reach agreement to such proposed amendment within 24 hours of receipt of the amended version of Annex B, provided that there shall be no obligation on either of the Parties to agree to the inclusion of additional members.
3. Each Party shall ensure that each of its nominated Clean Team Members signs a letter in the form set out in Annex C to this Agreement, prior to receiving Clean Team Only Information.
4. The Parties shall limit disclosure and access to Clean Team Only Information to Clean Team Members, and even then only to such extent as is reasonably necessary for the Project.
5. Clean Team Members will preserve the confidential nature of Clean Team Only Information and shall disclose Clean Team Only Information to other Clean Team Members only to such extent as is reasonably necessary for the Project. Neither the Parties nor any Clean Team Member shall disclose any of the Clean Team Only Information to any third party, unless required by law or court order, and, even then, it shall provide to the other Party at least ten (10) days notice prior to such required disclosure under the law or court order, provided, however, that 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. Where a Party is required by law or court order to disclose Clean Team Only Information belonging to the other Party they shall, at the other Party’s request and cost, take all reasonable legal steps to resist such disclosure, or obtain assurances that confidential treatment will be accorded to such information.
6. All requests for Clean Team Only Information shall be submitted in writing including e-mail and facsimile and transmitted via the Parties’ Legal Contact as identified in paragraph 17 until either Party notifies the other in writing of alternative provisions.
7. Clean Team Only Information will be used only in connection with the Project. No other use will be made of the Clean Team Only Information, it being recognized that each Party reserves all rights to its own Clean Team Only Information not expressly granted herein.
8. None of the underlying data provided to the Clean Team, and none of the analyses, findings, or recommendations of the Clean Team shall be shared with or provided to the Parties, unless all Clean Team Only Information has

been redacted, masked, aggregated, or anonymised in such a way as to remove its competitive sensitivity.

9. The Clean Team may report to the management of the Parties its progress and conclusions with regard to the Project. It may obtain input from management and business representatives as needed to perform its analysis, provided that no Clean Team Member shall disclose any Clean Team Only Information to any person who is not a Clean Team Member. If for any reason the Project is abandoned, the Clean Team and its Members shall not disclose any information or recommendations to either Party.
10. Clean Team Only Information shall not include information which: (i) is in the public domain prior to the disclosure; (ii) is lawfully in the other Party's possession prior to the disclosure; (iii) becomes part of the public domain by publication or otherwise through no unauthorized act or omission on the part of either Party; (iv) is independently developed by an employee(s) or other agent(s) of the Parties.
11. All Clean Team Only Information required to be maintained in confidence under this Agreement shall remain the property of the producing Party, and all such documents and copies thereof shall be returned to the producing Party upon its request. In the event the Project does not take place, all documents containing Clean Team Only Information shall either be returned or, upon request, be destroyed, with any such destruction certified.
12. All Clean Team Only Information will be kept secure and separate from other records, documents or information, including other Confidential Information. The Parties will take reasonable steps to firewall the Clean Team Only Information to ensure that any person who is not a Clean Team Member cannot access information provided to, or analyses generated by, the Clean Team Members. This may include in particular the use of a secured virtual data room that is only accessible to Clean Team Members and the Legal Contact set out in Annex B. Any breach or attempted breach of any of these rules will be reported by each Party and/or Clean Team Member to the Parties' Legal Contact as soon as possible who shall take all reasonable steps to limit or rectify such breach or attempted breach to the extent possible.
13. This Agreement shall be effective as of the date hereof. The obligations of confidentiality and non-use related to the Clean Team Only Information received under this Agreement shall be binding and, in the event the Project does not take place, continue in force until five (5) years after the date hereof.
14. 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, each Party agrees that, in addition to any other available remedies, the other Party is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach.

15. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any of the terms and conditions hereof. No amendment, modification, or waiver of the terms or conditions of this Agreement shall be binding unless placed in writing and acknowledged by the Parties to be bound thereto.
16. Each Party shall take such reasonable measures as may be appropriate to ensure that its nominated Clean Team Members comply with their obligations to adhere to the terms of this Agreement, pursuant to the relevant letter in the form set out in Annex C to this Agreement.
17. All requests for information, clarification, or advice to or from the Clean Team/one Party's Clean Team Members to the other Party's Clean Team Members will be managed by the Clean Team with appropriate supervision by the Legal Contact. The Legal Contact is/are one or more designated lawyers of Hogan Lovells US LLP and Travers Smith LLP.
18. This Agreement shall be governed by and construed in accordance with the law of England and Wales. Exclusive venue shall be the courts of England and Wales.

For:

ARRIS GROUP INC.

Signed by:

  
\_\_\_\_\_

Date :

April 13, 2015  
\_\_\_\_\_

Name (Print):

Patrick Macken  
\_\_\_\_\_

Position:

SVP & General Counsel  
\_\_\_\_\_

For:

PACE PLC

Signed by:

  
\_\_\_\_\_

Date :

13/04/2015  
\_\_\_\_\_

Name (Print):

ANTHONY DIXON  
\_\_\_\_\_

Position:

GENERAL COUNSEL  
\_\_\_\_\_

Annex A

Clean Team Information includes (but is not limited to) competitively sensitive information such as:

- pricing and sales data by product and country;
- supplier lists and customer lists by country;
- confidential current or future R&D programs;
- details of any individual current or upcoming future tenders or other more informal requests for quotes or new business opportunities;
- any unannounced current, or proposed, strategies on pricing;
- current or proposed key terms in relation to individual customer contracts;
- current or future profitability information in relation to individual customers or on a per product basis; and
- detailed current or future marketing strategies, whether generally or, for example, by specific product.

As the due diligence process continues, the parties reserve the right to expand this list as necessary.

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**I.**

Clean Team Members, as defined in section 1 of the Agreement above, for Arris are:

From Hogan Lovells US LLP

Logan Breed (**Legal Contact**)

Michele Harrington

Mark Jones

Meghan Rissmiller

Christopher Peacock

Tracy Penfield

## II.

Clean Team Members, as defined in section 1 of the Agreement above, for Pace are:

Nigel Seay, Travers Smith LLP (**Legal Contact**)

Stephen Whitfield, Travers Smith LLP

Adam Labbett-Ainsworth, Travers Smith LLP

Adam Bradley, Travers Smith LLP

Joseph Armstrong, Travers Smith LLP

Aidan Synott, Paul Weiss Rifkind Wharton & Garrison LLP

Didier Malaquin, Paul Weiss Rifkind Wharton & Garrison LLP

Marta Kelly, Paul Weiss Rifkind Wharton & Garrison LLP

Annex C

1. I, \_\_\_\_\_, have read the foregoing Clean Team Confidentiality Agreement dated \_\_\_\_\_ (the *Agreement*), and agree to be bound by its terms with respect to any Clean Team Only Information that is provided to me as set out in the Agreement.

2. I further agree (i) not to disclose to anyone any Clean Team Only Information other than as set out in the Agreement, and (ii) to use and store Clean Team Only Information only under the terms outlined in the Agreement.

3. I further agree that any Clean Team Only Information provided to me will be used by me only for the Project as identified in the Agreement, and for no other purpose, and will not be used by me in any business affairs or of my own or be imparted by me to any other person other than as set forth in the Agreement.

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Position: \_\_\_\_\_