

## CLEAN TEAM CONFIDENTIALITY AGREEMENT

This Clean Team Confidentiality Agreement (the *Agreement*) is made and entered into on this 14<sup>th</sup> day of MAY 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 a possible transaction between the Parties and/or their respective Affiliates (the "*Project*") and to allow the preparation of necessary antitrust filings in relation to the Project and engagement with the antitrust authorities during the respective clearance processes.
- (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 and to allow the preparation and submission of any necessary antitrust filings in relation to the Project and engagement with the antitrust authorities during the respective clearance processes (which for the avoidance of doubt, may include the disclosure of Clean Team Only Information to antitrust authorities) (the "*Purpose*"). Access to this information will be limited to certain outside counsel, consultants, and experts hired by the Parties in connection with the proposed Project and a limited number of named individuals at each of the Parties, which are listed in Annex B (collectively, the "*Clean Team*") and will not be accessible to any other employees of the Parties or any other third parties. The Clean Team will collect and analyze data that will be used solely for the Purpose 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 20 APRIL 2015 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.

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- (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 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*"), as well as named individuals at each of the Parties ("*Nominated Individuals*") which are listed in Annex B. If either Party wishes to include additional Outside Advisers employed at the firms listed in Annex B 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. The addition of any other Nominated Individuals or any Outside Advisers employed at firms other than those listed in Annex B to this Agreement may only be added with the written agreement of both Parties and with the prior agreement of the UK Takeover Panel.
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 or to antitrust authorities, and even then only to such extent as is reasonably necessary for the Purpose.
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 or to antitrust authorities only to such extent as is reasonably necessary for the Purpose and neither the Parties nor any Clean Team Member shall disclose any of the Clean Team Only Information to any other third party, unless required by law or court order, and, even then, it shall provide to the other Party at least ten (10) day's 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 day's 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 one of the Parties' Legal Contacts 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 Purpose. 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, save that the Nominated Individuals may be provided with such data, analyses, findings or recommendations in accordance with this Agreement, 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 Purpose. It may obtain input from management and other 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. Whilst in the custody of Clean Team Members, 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 (or an antitrust authority) 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

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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. As regards Outside Advisers and Nominated Individuals, 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. As regards Nominated Individuals only, during the period prior to completion of the Project, and should the Project not complete for 12 months thereafter, the Nominated Individuals are prohibited from any involvement in business unit consideration of pricing or market strategy.
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 Contacts. The Legal Contacts is/are one or more designated lawyers of Hogan Lovells US LLP, Travers Smith LLP and Paul Weiss Rifkind Wharton & Garrison 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 :

13 May 2015

Name (Print):

~~SEP~~ Patrick Macken

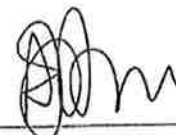
Position:

SVP

For:

PACE PLC

Signed by:



Date :

14 May 2015

Name (Print):

ANTHONY DIXON

Position:

GENERAL COUNSEL

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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 respective antitrust filing processes continue, 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 set out below.

The person with primary responsibility for ensuring their firm / designated clean team members at their firm comply with the terms of this Agreement is indicated with an (\*).

Hogan Lovells (US and non-US)

Logan Breed (Legal Contact) (\*)

Michele Harrington

Mark Jones

Meghan Rissmiller

Christopher Peacock

Sophie Bouckaert

Tracy Penfield

Mateo Domecq

Christoph Wünschmann

Falk Schöning

Johanna Brock-Wenzek

Ian Jacobsberg

Janine Reddi

Phuti Mashalane

Aleshadye Getachew

John Romney

Deepak Singh

Mary Byrom

Anna Marie Hoerer

Charles River Associates (US and non-US)

Steve Salop

Jeff Prisbrey (\*)

Steve Tenn

Adriana De La Huerta

Pinheiro Neto (Brazil)

Cristianna Saccab Zarzur (\*)

Marina Curi Penna

Brigard & Urrutia (Colombia)

Alejandro Garcia de Brigard (\*)

Nicolas Cardona Baquero

Ana Maria Calero Piñeres

Carlos Arboleda Suarez

Mónica Gutiérrez

Alvaro Cala

SRS Global (Portugal)

Gonçalo Anastácio (\*)

Duarte Pirra

Andre Fojo

Nuno Calaim Lourenço



## II.

Clean Team Members, as defined in section 1 of the Agreement above, for Pace are set out below.

The person with primary responsibility for ensuring their firm / designated clean team members at their firm comply with the terms of this Agreement is indicated with an (\*).

### Travers Smith LLP (US and non-US)

Nigel Seay (**Legal Contact**) (\*)

Stephen Whitfield

Adam Labbett-Ainsworth

Alexander Clarke

Martin Dowdall

### Paul Weiss Rifkind Wharton & Garrison LLP (US)

Aidan Synnott (**Legal Contact**) (\*)

Didier Malaquin

Marta Kelly

Moses Silverman

Daniella Schmidt

Amy Barton

Jennifer Downing

Priyanko Timblo

Victor Rios

Aaron Miller

Livia Fine

David Angelatos

Rosalía Martínez Rial

Pace Plc.

Chris Mather

Oliver Mason

Veirano Advogados (Brazil)

Olavo Zago Chinaglia (\*)

Bruna Sellin Trevelin

Letícia Ladeira Monteiro de Barros

Leonardo Maniglia Duarte

Philippi Prietocarrizosa & Uria (Colombia)

Martin Carrizosa

Diego Cardona (\*)

Lina Méndez

Andrés Paillie

Gleiss Lutz (Germany)

Wolfgang Bosch (\*)

Birgit Colbus

Antonia Harbusch

Alexander Fritzsche

Sergej Bräuer

Garrigues (Portugal)

João Paulo Teixeira de Matos (\*)

Joana Peres Machado

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Vasco Galvão Lucas

Maria Aguiar

**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 and Purpose 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:

\_\_\_\_\_