

## Clean Team Agreement

**THIS AGREEMENT** governing the exchange of commercially sensitive information through a clean team (the "**Agreement**") is entered into on 07 April 2021 by and between:

- (1) Ramsay Health Care Limited whose registered office is at Level 18, 126 Phillip Street, Sydney NSW 2000, Australia ("**Ruby**"); and
- (2) Spire Healthcare Group plc whose registered office is at 3 Dorset Rise, London EC4Y 8EN, United Kingdom ("**Scarlet**").

Ruby and Scarlet are together referred to as the "**Parties**" and individually as a "**Party**".

### 1. INTRODUCTION

- 1.1 Ruby and Scarlet are in discussions in relation to a possible recommended offer by Ruby to acquire the entire issued and to be issued share capital of Scarlet, currently expected to be implemented through a scheme of arrangement (the "**Proposed Transaction**").
- 1.2 The Parties have entered into a confidentiality agreement dated on or about the date of this agreement (the "**Confidentiality Agreement**") in relation to the provision of Confidential Information (as defined therein).
- 1.3 To further assist Ruby's evaluation of the Proposed Transaction, Scarlet is prepared to make available Commercially Sensitive Information (as defined in Annex 1) on the condition that Ruby agrees to be bound by and accept the provisions of this Agreement. This Agreement is intended to ensure that the exchange of Commercially Sensitive Information does not give rise to any infringement of antitrust law and stipulates the procedure for the exchange of Commercially Sensitive Information.

### 2. THE PARTIES HEREBY AGREE AS FOLLOWS:

- 2.1 Scarlet will only disclose Commercially Sensitive Information to Ruby for the purpose of:
  - (a) conducting an assessment or consideration of the Proposed Transaction;
  - (b) negotiating the terms of the Proposed Transaction and any agreements or other documents required to effect the Proposed Transaction;
  - (c) the planning, carrying out or implementation of the Proposed Transaction and integration process; and/or
  - (d) 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.

Any Commercially Sensitive Information provided to Ruby subject to the terms of this Agreement must be marked as "*Clean Team Information*".

- 2.2 Ruby 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 Ruby will ensure that such information is made available only to (a) the employees, officers and directors who are part of Ruby's clean team (the "**Clean Team**") and (b) external professional advisers hired by Ruby in connection with the Proposed Transaction (in each case, as set out in Annex 2 and amended from time to time pursuant to clause 2.6).


- 2.4 Ruby will ensure that the Clean Team does not contain any persons directly involved in the day-to-day commercial/strategic operations and decisions of Ruby or other commercially sensitive areas of business that directly compete with Scarlet from the time a person first joins the Clean Team until the earlier of (a) the date of closing of the Proposed Transaction, or (b) in the event that the Proposed Transaction does not proceed, twelve months from the time the Clean Team no longer has access to Commercially Sensitive Information.
- 2.5 Notwithstanding the generality of clause 2.3(a) 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 a signed acknowledgement in the form set out in Annex 3 to Ruby.
- 2.6 Subject to clause 2.4 above, Ruby is entitled to add to, remove and/or substitute the members of the Clean Team and the list of external professional advisers as set out in Annex 2 at any time, subject to receiving written consent from Scarlet (such consent not to be unreasonably withheld).
- 2.7 Ruby will ensure that Commercially Sensitive Information received from Scarlet is not passed to persons or entities outside the persons or entities identified in clause 2.3 above, and that the information is kept separate from all the documents and records of Ruby.
- 2.8 The Clean Team and/or the external professional advisers of Ruby may report to the employees, officers and directors of Ruby who are not members of such Clean Team 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 Scarlet has been omitted, redacted, aggregated or anonymised. The Clean Team and/or external professional advisers may also provide the employees, officers and directors of Ruby who are not members of the Clean Team with a summary of the Commercially Sensitive Information of Scarlet, provided that this summary is in a form that no longer constitutes Commercially Sensitive Information (for example, because the information has been sufficiently aggregated and/or anonymised). Any such reports must be reviewed by Ruby's outside antitrust counsel before it is distributed to persons outside of the Clean Team to ensure that such information is sufficiently aggregated or cleaned so as to remove any Commercially Sensitive Information or the ability to deduce any Commercially Sensitive Information. For the avoidance of doubt, with regards to hospital level information (as outlined in Annex 1), sufficiently aggregated will be defined as information which aggregates 5 hospitals or more. Without limiting the obligations under this Agreement, Scarlet agrees that Ruby shall be entitled to rely on its outside antitrust counsel's instructions, having consulted with Sapphire's outside counsel, in meeting its obligations under this clause 2.8. The Clean Team retains the right to describe the general nature of any information without disclosing the commercial terms or competitively sensitive details of the Commercially Sensitive Information.
- 2.9 Ruby will designate a contact within the Clean Team and/or external advisers (the "**Clean Team Contact**"). Such Clean Team Contact will centralise requests for information, clarification or advice to, or from, the Clean Team members in the context of this Agreement.
- 2.10 It is expressly understood that nothing contained in this Agreement shall limit the right of the Parties to disclose any of their own documents or information, or any documents or information obtained independently and not pursuant to this Agreement, to anyone as they see fit.
- 2.11 Except as specifically provided herein, this Agreement shall not affect or supersede any other agreement(s) relating to the Proposed Transaction (including the Confidentiality Agreement) all of which remain in full force and in effect.

- 2.12 In the event of the termination of discussions or negotiations relating to the Proposed Transaction:
- (a) all Commercially Sensitive Information (including, without limitation, any copies of it) will be destroyed or erased in accordance with the terms set out in the Confidentiality Agreement; and
  - (b) the obligations set out under this Agreement will continue in full force and effect (notwithstanding the destruction or erasure of Commercially Sensitive Information and any copies of it) until the expiry of the period ending 12 months after the termination of such discussions or negotiations.
- 2.13 The obligations set out in this Agreement shall cease to have effect upon completion of the Proposed Transaction.
- 2.14 This Agreement may be entered into in any number of counterparts, and by the Parties on separate counterparts, but will not be effective until each Party has executed at least one counterpart. Each counterpart will constitute an original of this Agreement, but all the counterparts will together constitute but one and the same instrument.
- 2.15 The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 2.16 No failure or delay by either Party in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise. The terms of this letter may not be varied or terminated without the prior written consent of each Party. No waiver of any provision of this letter will be binding upon either Party unless in writing signed by the Party granting the waiver.
- 2.17 Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.
- 2.18 The Parties acknowledge and agree that a breach of the provisions of this Agreement would cause Scarlet to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, Ruby agrees that Scarlet is entitled to seek specific performance of the provisions of this Agreement to enjoin a breach or attempted or threatened breach of the provisions thereof and to any other remedy, including damages and injunctive relief, awarded by a court of competent jurisdiction as set out in clause 2.21 below.
- 2.19 If any of the Clean Team members are required by law, rule or regulation or requested by any court, legislative or administrative body, stock exchange rules or regulations or listing requirements to disclose any Commercially Sensitive Information, then Ruby shall to the fullest extent permitted by law, promptly and prior to disclosure notify Scarlet and shall provide full documentation concerning the disclosure sought so that an appropriate protective order can be sought and/or other action be taken if possible.
- 2.20 This Agreement, and any matter, claim or dispute (whether contractual or non-contractual) arising out of or in connection with it, will be governed by, and construed in accordance with, the laws of England and Wales.
- 2.21 Each of the Parties irrevocably agrees that the English courts have exclusive jurisdiction to settle any claim or dispute which may arise out of, or in connection with, this Agreement or the relationship between the Parties or the conduct of any negotiations in relation to the Proposed Transaction and that accordingly any proceedings arising out of, or in connection with, this Agreement shall be brought in such courts. Each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court

on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

- 2.22 Ruby hereby irrevocably appoints Ramsay Health Care (UK) Limited of Level 18, Tower 42, 25 Old Broad Street, London, EC2N 1HQ United Kingdom, as its agent for service of process in 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 of **Ramsay Health  
Care Limited:**



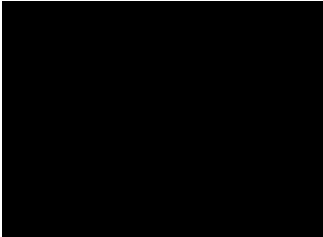
Signed by  
for and on behalf of **Spire Healthcare  
Group plc:**

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**IN WITNESS** whereof this Agreement has been duly executed on the date first set out above.

Signed by )  
for and on behalf of **Ramsay Health** )  
**Care Limited:** )

Signed by )  
for and on behalf of **Spire Healthcare** )  
**Group plc:** )  
)



**ANNEX 1****Definition of Commercially Sensitive Information**

1. Subject to paragraph 2 below, "**Commercially Sensitive Information**" is Confidential Information (as defined in the Confidentiality Agreement) relating to the commercial strategy of Scarlet which would or might be expected to influence the commercial strategy or conduct of Ruby and marked as "*Clean Team Information*" pursuant to and subject to the terms of this Agreement. For the purposes of the Agreement, Commercially Sensitive Information will include, without being limited to, the following information:
  - hospital level (non-aggregated) financial data and business plans;
  - hospital level (non-aggregated) patient numbers, occupancy rates, and staffing ratios;
  - fees and all other commercial terms agreed upon or in discussion with private medical insurance companies;
  - the status of any ongoing negotiations with any private medical insurance companies;
  - fees, pricing, discounts and rebates, as far as they relate to self-pay patients;
  - details regarding participation in national tenders and other nationwide commercial negotiations with NHS Foundation Trusts, CCGs and other NHS bodies, and the outcomes of such negotiations (including win/loss data);
  - fees and other commercial terms agreed with the NHS Foundation Trusts, CCGs and other NHS bodies;
  - commercial terms for the procurement of prothesis, drugs, clinical consumables and other similar and related goods, other than costs for any of the foregoing where aggregated;
  - fees and other commercial terms agreed with clinicians, consultants, anaesthetists, radiologists and people appointed in other similar positions, other than costs or other P&L line items for any of the foregoing where aggregated;
  - the status of any ongoing negotiations with clinicians;
  - specific and material regulatory and clinical issues;
  - detailed non-public future strategic plans; and
  - concrete future plans regarding the launch or discontinuation of treatments or specialisms, capacity changes, site openings/closures and opening hours.
2. Commercially Sensitive Information will not include information which: (a) is in the public domain prior to the disclosure; (b) is lawfully in Ruby's possession prior to the disclosure; (c) becomes part of the public domain by publication or otherwise through no unauthorised act or omission on the part of Ruby; and (d) is independently developed by an employee(s) or other agent(s) of Ruby.

**ANNEX 2**

**Clean Team members**

Name	Title

**External professional advisers**

Ashurst LLP	External adviser
N.M. Rothschild & Sons Limited	External adviser
PricewaterhouseCoopers LLP	External adviser
Compass Lexecon	External adviser



**ANNEX 3**

**Acknowledgment of the Clean Team Agreement**

To: Ruby  
Level 18  
126 Phillip Street  
Sydney NSW 2000  
Australia

[DATE]

- 1. I, [name of individual], have read the foregoing Clean Team Agreement dated [●] 2021 (the "**Agreement**"), and agree to be bound by its terms with respect to any Commercially Sensitive Information (as defined therein) 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: .....