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ATLAS FRM LLC D/B/A ATLAS HOLDINGS LLC

100 Northfield Street
Greenwich
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14 March 2025

Dear Sirs,

Project Alta – Clean Team Agreement

We refer to the confidentiality agreement dated 10 March 2024 between De La Rue Plc ("**DLR**") and Atlas FRM LLC D/B/A Atlas Holdings LLC ("**Atlas**") (each a "**Party**" and together the "**Parties**") regarding the proposed acquisition by Atlas of, or investment by Atlas in, the currency business of DLR (the "**Proposed Transaction**"), as amended from time to time (the "**Confidentiality Agreement**"). In order to facilitate the Proposed Transaction, it is contemplated that DLR will need to disclose certain highly confidential, commercially sensitive information and documents ("**Clean Team Information**") to Atlas, its Affiliates, or its professional advisers. The Parties agree, by executing this letter (the "**Clean Team Agreement**"), to comply in all respects with the terms set out below in respect of the exchange of all Clean Team Information.

Whereas the Parties have already executed the Confidentiality Agreement and now wish to provide for additional and specific rules governing the exchange of the Clean Team Information (which shall also comprise Confidential Information for the purposes of the Confidentiality Agreement) for the purposes of the Proposed Transaction. These rules shall not be construed so to supersede the Confidentiality Agreement arrangements, but rather shall operate as a supplement to them.

The collection, processing and analysis of all data for the purposes of the Proposed Transaction shall be undertaken in a manner that is fully consistent and in compliance with all relevant antitrust and competition laws and regulations.

Any information provided by DLR to Atlas or its Affiliates or professional advisers for the purposes of the Proposed Transaction that DLR considers to be Clean Team Information shall be designated as such, and the disclosure, sharing or use of such Clean Team Information shall be governed by the rules prescribed below. Non-exhaustive examples of Clean Team Information are set out in **Exhibit A**, and shall include all information disclosed via any "Clean Team" folder by electronic file transfer from Bird & Bird LLP to King & Spalding International LLP (the "**Clean Team Bundle**"). Information disclosed that is not specifically designated as Clean Team Information, but which falls within the scope of **Exhibit A** or is disclosed via any Clean Team Bundle, shall nonetheless be treated as Clean Team Information for purposes of the following rules.

1. Terms used in this letter agreement but not otherwise defined shall have the meaning given in the Confidentiality Agreement.
2. "**Clean Team Members**" shall mean only those officers, employees or professional advisers of Atlas that are listed in **Exhibit B**, and any other persons who have been approved as Clean Team Members by both Parties in writing.
3. Clean Team Information shall be disclosed solely to the extent necessary and for the purpose of evaluating the Proposed Transaction, and only to Clean Team Members.




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4. Atlas shall procure that Clean Team Members shall preserve the highly confidential nature of Clean Team Information, and in particular they shall not disclose any Clean Team Information to any other person (except other Clean Team Members having a need to know for purposes of the Proposed Transaction).
5. No reports, analyses, findings or recommendations arising from the Clean Team Information shall be shared with or provided to a person who is not a Clean Team Member unless all Clean Team Information has been redacted, aggregated or otherwise masked.
6. All Clean Team Information shall be kept secure and separate from other records, documents or information. Atlas shall, and shall procure that sufficient steps are taken to firewall the Clean Team Information to ensure that any person who is not a Clean Team Member cannot access Clean Team Information, or analyses generated in respect of Clean Team Information by Clean Team Members.
7. Atlas shall procure that each Clean Team Member shall take all necessary actions to prevent any violation of these rules.
8. Atlas shall procure compliance with the terms of this Clean Team Agreement by its Clean Team Members, and shall be responsible in respect of any breach of the terms of this Clean Team Agreement by such Clean Team Members.
9. This Agreement shall be governed by and construed in accordance with English law. The Parties hereby irrevocably and unconditionally agree that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes arising out of or in connection with this Agreement, and irrevocably submit to the jurisdiction of the English courts.

Please indicate your acceptance of the terms and conditions contained in the Clean Team Agreement by signing and returning the enclosed copy.

Yours faithfully,



.....
Signature


Name: 

Duly authorised for and on behalf of **DE LA RUE PLC**

We hereby accept and agree to be bound by the terms and conditions set out in this Clean Team Agreement.

A large black rectangular redaction box covering the signature area.

Signature

Name: 

Duly authorised to sign for and on behalf of **ATLAS FRM LLC D/B/A ATLAS HOLDINGS LLC**

Date: **3/17/2025**

EXHIBIT A

Clean Team Information

Clean Team Information concerns highly confidential, commercially sensitive information in respect of products or services within the scope of the Proposed Transaction, or in respect of which the Parties compete or may compete, or which are down or upstream to a product or service produced by DLR, including (without limitation):

- Recent, current or proposed production and/or sales amounts and volumes, including market share data;
- Recent, current or proposed company specific marketing plans, market evaluations or strategic plans;
- Status of negotiations with recent, current or proposed customers, including win/loss data and records;
- Recent, current, or proposed non-public prices, costs, fee schedules, pricing policies or plans;
- Recent, current or proposed margins;
- Information about current customers which is competitively sensitive, including costs, prices, profitability, marketing plans, product development plans or other specific customer information;
- Details of any partnering, teaming, tolling, joint venture, supply or subcontracting arrangements with competitors that are not in the public domain; and
- Any other confidential business information that could be used to reduce competition.

Clean Team Information shall not include information that (a) is or becomes generally available to the public, other than as a result of a breach of this Clean Team Agreement; (b) is or becomes available on a non-confidential basis from a third party who is not otherwise bound by obligations of confidentiality, or is not otherwise under a legal, contractual or fiduciary obligation not to disclose the information; or (c) is independently developed without the benefit of Clean Team Information.

EXHIBIT B

Clean Team Members

[illegible]