

PROJECT RIVER

CLEAN TEAM AGREEMENT

THIS AGREEMENT governing the exchange of competitively sensitive information through a clean team agreement (the "**Agreement**") is entered into on 10 April 2026 by and between:

- (1) Döhler Group SE ("**Döhler**"); and
- (2) Treatt PLC ("**Treatt**").

Döhler and Treatt are referred to individually as a "**Party**" and together as "**Parties**".

1. INTRODUCTION

- 1.1 Döhler and Treatt are in discussions in relation to a possible offer by Döhler to acquire the entire issued and to be issued share capital of Treatt (the "**Proposed Transaction**").
- 1.2 The Parties have entered into a non-disclosure agreement dated 5 April 2026 (the "**NDA**") in relation to the provision of Confidential Information (as defined therein). Terms defined in the NDA shall have the meanings given to them in the NDA when used in this Agreement.
- 1.3 For the purposes set out at 2.1 below, Döhler will need access to certain non-public information about Treatt that may be considered to be Competitively Sensitive Information (as defined in **Annex 1**) and Treatt is prepared to make available Competitively Sensitive Information on the condition that Döhler agrees to be bound by and accept the provisions of this Agreement.
- 1.4 This Agreement must be observed in the period prior to completion of the Proposed Transaction in order to avoid a breach of applicable antitrust rules.
- 1.5 This Agreement is to be read in conjunction with, and does not purport to amend the terms of the NDA.

2. GENERAL PRINCIPLES

- 2.1 Subject to 2.4, Competitively Sensitive Information may be used by Döhler only for the purposes of:
 - (a) evaluating the Proposed Transaction;
 - (b) negotiating and planning the terms of the Proposed Transaction and agreements or other documents required to effect the Proposed Transaction;
 - (c) planning, carrying out or implementing the Proposed Transaction and integration process; and/or

- (d) undertaking the antitrust and/or regulatory analysis and/or the preparation of antitrust and/or regulatory filings or subsequent communication with any relevant antitrust and/or regulatory authority, as required by the Parties in the context of the Proposed Transaction.

2.2 Any Competitively Sensitive Information provided by Treatt to Döhler or its external advisers subject to the terms of this Agreement must be placed in a clean team only area of the virtual data room or otherwise clearly marked as "*Clean Team Information*".

2.3 Competitively Sensitive Information supplied by Treatt must be made available to and held only by members of a clean team which Döhler shall ensure operates on the following terms (the "**Clean Team**" and each person a "**Clean Team Member**"):

- (a) The Clean Team shall be composed of: (i) external advisors (e.g. independent accountants, lawyers, economists, professional advisers); and (ii) identified individuals not involved in the day-to-day commercial / strategic operations of Döhler or any company directly or indirectly controlled by Döhler in relation to activities in which Döhler and Treatt are actual or potential competitors.
- (b) Each Clean Team Member (with the exception of external advisors) shall sign and deliver to Treatt an acknowledgment in the form attached at **Annex 2** to this Agreement. For the avoidance of doubt, no person (with the exception of external advisors) shall constitute a Clean Team Member for the purposes of this Agreement unless and until they have received a copy of this Agreement and signed the acknowledgement referred to above.
- (c) The list of Clean Team Members may be amended at any time with the prior written consent of Treatt, which shall not be unreasonably withheld or delayed. Such consent may be provided by email and may be given by Ashurst LLP acting on behalf of Treatt.
- (d) Döhler shall, and shall require its external advisors (whether listed in **Annex 3** or as added or substituted from time to time) to keep an accurate record of all persons with access to Competitively Sensitive Information and shall provide this record to Treatt upon its written request (including via email).
- (e) The Clean Team shall review Competitively Sensitive Information and may prepare advice, opinions, reports or analyses based on, but not including, the Competitively Sensitive Information to be made available to Döhler as reasonably required solely for the purposes stated in 2.1 above, provided that all Competitively Sensitive Information has been omitted, aggregated, redacted, anonymised or otherwise sufficiently masked.

- (f) Subject to 2.3(e) above, no Clean Team Member shall share Competitively Sensitive Information with any person or entity, other than Clean Team Members or, to the extent necessary in connection with antitrust and/or regulatory filings in connection with the Proposed Transaction and subject to 2.4 below, any relevant antitrust and/or regulatory authority, subject to obtaining the prior written consent of Treatt.
- (g) In the event any Competitively Sensitive Information is inadvertently disclosed to individuals who are not Clean Team Members by a Clean Team Member, Döhler shall (i) immediately inform Treatt of the disclosure, (ii) ensure that the Competitively Sensitive Information in question is not shared further outside the Clean Team, and (iii) take such action as Treatt may reasonably require to mitigate the consequences of such disclosure.
- (h) Each Clean Team Member shall keep all documents and other material containing, reflecting, or which are generated from any Competitively Sensitive Information, either (i) separate from all documents and other records of Döhler; or (ii) password protected in any location in which other documents and other records of Döhler are kept.
- (i) Each member of the Clean Team must maintain the confidentiality of the Competitively Sensitive Information in accordance with the terms of the NDA.
- (j) Subject to paragraph 2.3(e), no Clean Team Member shall copy or reproduce in whole or in part any of the Competitively Sensitive Information without the express consent of Treatt.
- (k) On Treatt's request, each member of the Clean Team: (i) must promptly and without undue delay return or destroy (at Treatt's election) all Competitively Sensitive Information in accordance with the terms of the NDA; and (ii) shall continue to be bound by the obligations of confidentiality under the NDA with respect to the Competitively Sensitive Information furnished pursuant to this Agreement.

2.4 If Döhler or any Clean Team Member is required to disclose any Competitively Sensitive Information by any applicable law, rule, requirement or official request of any regulatory or governmental authority or stock exchange whose rules or requirements it is subject, then Döhler or the Clean Team Member as the case may be shall, to the extent permitted by law or applicable regulation and to the extent reasonably practicable, first consult with Treatt before any such disclosure is made in order to give Treatt an opportunity to contest the disclosure and then take into account Treatt's reasonable requirements as to the proposed form, timing, nature and extent of the disclosure.

- 2.5 If Döhler or a Clean Team Member (as appropriate) is not able to inform Treatt before any Competitively Sensitive Information is disclosed in accordance with 2.4, Döhler or the Clean Team Member will (to the extent permitted by law or applicable regulation) inform Treatt as soon as practicable after the disclosure is made of the circumstances of the disclosure and of the information that has been disclosed.
- 2.6 Nothing contained in this Agreement in any way shall obligate, or be interpreted to obligate, Treatt to provide any documents or data to the Clean Team or Döhler.
- 2.7 Nothing contained in this Agreement shall limit the right of Treatt to disclose its own documents or information, or any documents or information obtained independently and not pursuant to this Agreement, to anyone it sees fit.
- 2.8 Treatt, acting reasonably and in good faith, shall have the sole right to determine the scope of documents or data to disclose to the Clean Team.
- 2.9 Döhler warrants to Treatt that none of the individuals who will participate in the Clean Team currently have, or are reasonably likely to have for a period of least one (1) year following the date on which the Proposed Transaction may be terminated, direct pricing, sales, marketing responsibilities or direct involvement in day-to-day activity concerning other commercially sensitive areas, insofar they relate to an activity in which Treatt and Döhler (including companies directly or indirectly controlled by Döhler) are actual or potential competitors.
- 2.10 Döhler agrees to:
- (a) ensure compliance by each of its Clean Team Members with the obligations imposed under this Agreement, as if each of those Clean Team Members were Döhler; and
 - (b) be responsible and liable for any breach of this Agreement by any Clean Team Member.
- 2.11 Döhler shall immediately inform Treatt on becoming aware of any breach of the obligations of this Agreement and shall direct each Clean Team Member to inform it immediately of any such breach.
- 2.12 Döhler acknowledges and agrees that a breach of this Agreement may cause Treatt to suffer irreparable damage that could not be adequately remedied by an action of law. Accordingly, Döhler agrees that Treatt 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.

2.13 This Agreement, and any non-contractual or other obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

The Parties have entered into this Agreement on the date first before written.

Signed for and on behalf of
Döhler Group SE

)
)



(Authorised signatory)

Signed for and on behalf of
Treatt PLC

)
)

(Authorised signatory)

The Parties have entered into this Agreement on the date first before written.

Signed for and on behalf of)
Döhler Group SE) _____
(Authorised signatory)

Signed for and on behalf of)
Treatt PLC)  _____
(Authorised signatory)

Annex 1

Competitively Sensitive Information

- 1.1 For the purposes of this Agreement, "**Competitively Sensitive Information**" may include, without being limited to, the following information of Treatt, whether such information is oral, visual, or written form, or is recorded in any other form (where receipt or use of such information would or might be expected to influence the commercial strategy or conduct of Döhler):
- (a) the information concerns products or services of Treatt that compete with the activities of Döhler or any company directly or indirectly controlled by Döhler; and
 - (b) the information concerns:
 - (i) current or future prices or pricing terms;
 - (ii) current/future profit margins or profitability targets on specific products or projects;
 - (iii) detailed costs;
 - (iv) strategies or policies relating to competition;
 - (v) forward-looking competitive information concerning future operation or strategies, including market studies and business plans (including but not limited to sales/promotional plans, strategic plans, capital investment plans, expansion plans, plant closures, budgets, new product plans, or any other materials concerning future operations or strategies);
 - (vi) the identity of current and potential customers or suppliers;
 - (vii) the details of negotiations with present or potential customers, distributors or suppliers;
 - (viii) the details of ongoing or future tender participations;
 - (ix) intentions to bid or not bid for specific contracts or tenders; and
 - (x) details of proprietary technologies or new product developments of a confidential nature.
- 1.2 Competitively Sensitive Information does not include:
- (a) information which does not relate to a competing activity;

- (b) aggregated (*i.e.*, not broken down by product/brand) or historical (*i.e.*, information which is over 12 months old) revenue and cost information;
- (c) information which is already in the public domain at the time of its disclosure under this Agreement;
- (d) categories of information that do not generally raise competitive concerns, *e.g.*, environmental liabilities, IT system information, general corporate organisation (*e.g.*, high level structure, staff numbers and functions etc.), asset age profiles and facility descriptions, announced capital expansion plans, financial/tax issues, and human resource planning;
- (e) information which, following disclosure under this Agreement, enters the public domain other than through a breach by Döhler or any third party of the terms of this Agreement or the NDA;
- (f) information which was already in the lawful possession of Döhler prior to disclosure under this Agreement (as can be demonstrated by written records);
- (g) information which, following disclosure under this Agreement, becomes available to Döhler from a third party which is not bound by any obligation of confidentiality to Treatt in relation to such information at the time of use or disclosure; or
- (h) information which was developed by Döhler, or others, independently of and without reference to such disclosed information.

Annex 2

Personal Acknowledgement

To: Treatt PLC
Skyliner Way
Bury St Edmunds
Suffolk, IP32 7FR

[●] 2026

Dear Sirs and Madams

Clean Team

Reference is made to the clean team agreement between Treatt PLC ("Treatt") and Döhler Group SE ("Döhler") dated [●] 2026 (the "CTA") governing the terms on which Treatt shall disclose to a Clean Team established by Döhler certain Competitively Sensitive Information in connection with the Proposed Transaction. Capitalised terms not otherwise defined here have the meaning ascribed to them in the CTA.

The undersigned hereby acknowledges to Treatt (for the benefit of Treatt and the other members of the Treatt group of companies) that it may come into possession of Competitively Sensitive Information in its capacity as a member of the Clean Team and, in consideration of such Competitively Sensitive Information being made available to it, the undersigned acknowledges to Treatt (for the benefit of Treatt and the other members of the Treatt group of companies) that he/she/it has received a copy of the CTA, has read and understood the CTA and shall comply with the terms thereof.

Yours faithfully

[Name of Clean Team Member]

By: _____

Date: _____

Annex 3

Clean Team Members

Name	Title/Job	Organisation
[REDACTED]	[REDACTED]	Döhler
[REDACTED]	[REDACTED]	Döhler
[REDACTED]	[REDACTED]	Döhler
[REDACTED]	[REDACTED]	Döhler
[REDACTED]	[REDACTED]	Döhler
[REDACTED]	[REDACTED]	Döhler
[REDACTED]	[REDACTED]	Döhler
[REDACTED]	[REDACTED]	Döhler
[REDACTED]	[REDACTED]	Döhler
<i>External Advisors</i>		
Simmons & Simmons LLP (Legal advisors)		
EY (Tax advisors)		
Bank of America (Financial advisors)		