
AMENDED AND RESTATED CONFIDENTIALITY AND JOINT DEFENCE AGREEMENT

This Amended and Restated Confidentiality and Joint Defence Agreement (the “**Agreement**”) is entered into by and among the undersigned as of 19 June 2025:

WHEREAS, Advent International Ltd, whose registered office is at 160 Victoria Street, London, SW1E 5LB and with company number 02342186 (together with its affiliates and any persons acting in concert (as defined in the City Code on Takeovers and Mergers (the “**Code**”)), “**Advent**” or the “**Lead Bidder**”), Auba Investment Pte. Ltd., whose registered office is at 168 Robinson Road, #37-01, Capital Tower, Singapore 068912 and with company number 201917146Z (together with its affiliates, “**Auba**”), Canada Pension Plan Investment Board, whose registered office is at One Queen Street East, Suite 2500, Toronto ON M5C 2WS, Canada (together with its affiliates, “**CPPIB**”) (Auba and CPPIB together the “**Co-Investors**” and, individually, each a “**Co-Investor**”, and together with Advent the “**Bidders**” and, individually, each a “**Bidder**”) and Spectris plc, a public limited company, whose registered office is at 6th Floor, The Block, Space House, 12 Keeley Street, London, WC2B 4BA and with company number 02025003 (together with its affiliates, the “**Target**”) (collectively, the “**Clients**” and, individually, each a “**Client**”) are in preliminary discussions regarding a potential transaction involving the acquisition of the entire issued share capital of the Target by private equity funds managed and/or advised by the Bidder and/or its affiliates (the “**Transaction**”). For these purposes: “**affiliates**” means, in relation to any person or entity, any person or entity (other than any excluded affiliates) who or which, directly or indirectly, controls, is controlled by, or is under common control with, such person or entity and, for the avoidance of doubt, includes (without limitation), in relation to the Bidders, any entity controlled by the relevant Bidder or funds managed or advised by the relevant Bidder (other than any excluded affiliates); “**control**” (together with its correlative meanings, “**controlled by**” and “**under common control with**”) means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of management, business, activities or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise); and “**excluded affiliates**” means: (i) any direct or indirect portfolio companies of investment funds advised or managed by the relevant Bidder and/or its affiliates; (ii) any of the Bidders’ affiliates who are not acting in concert with them in relation to the Transaction; (iii) in the case of CPPIB, any portfolio or investee companies of CPPIB and its affiliates and investment funds in which CPPIB and its affiliates are invested where a third party has total discretion over investment decision-making; and (iv) in the case of Auba, any portfolio or investee companies of Auba and its affiliates and investment funds in which Auba and its affiliates are invested where a third party has total discretion over investment decision-making;

WHEREAS, the Lead Bidder and the Target are the parties to a Confidentiality and Joint Defence Agreement dated 29 May 2025 (the “**Original JDA**”) and the Clients now wish to amend the Original JDA by entering into this agreement;

WHEREAS, the Clients and their undersigned counsel believe that the Transaction will require them to consider the need for and, in relevant jurisdictions, apply for competition and regulatory clearances or approvals (the “**Matter**”);

WHEREAS, the Clients and their undersigned counsel believe and anticipate, on the basis of currently available information, that the nature of the Matter and the relationship among the Clients will present

various common legal and factual issues and a mutuality of interest in pursuing the Transaction and any joint defence in connection with the Matter and any related litigation;

WHEREAS, the Clients wish to continue to pursue their separate but common interests, and to avoid any suggestion of waiver of the confidentiality or immunity of communications and documents protected by the attorney-client privilege, the attorney work product doctrine or any other privilege, right or immunity vis-à-vis potentially adverse parties;

WHEREAS, it is the intention and understanding of the Clients and undersigned counsel that past and future communications relating to the Matter among and between the Clients and their undersigned counsel and experts retained by one or more of the Clients or their undersigned counsel to assist with the Matter, joint interviews of prospective witnesses or any interviews obtained by undersigned counsel on behalf of a Client (in each case relating to the Matter) hereto with the knowledge and consent of the other Clients to the Agreement, are and shall remain confidential and are and shall continue to be protected from disclosure to any third party by any and all applicable privileges, rights and immunities, except as set forth herein;

WHEREAS, in order to pursue a joint defence effectively, the Clients and their undersigned counsel have also each concluded that, from time to time, their interests will be best served by sharing confidential documents, factual material, mental impressions, advice, memoranda, interview reports, litigation or regulatory strategies, regulatory filings and other information, whether proceeding from or shared by the Clients or any of their respective subsidiaries, whether in written or oral form, including the confidences of each Client for the purposes of the Transaction (collectively, the “**Defence Materials**”);

WHEREAS, Defence Materials that contain commercially sensitive information relating to a Client which that Client considers should be provided on an “Outside Counsel/Retained Experts Only” basis in order to consider the need for and, where necessary, obtain the consent of an antitrust authority or other regulatory body may be disclosed to certain external lawyers, economists or other advisers or experts advising another Client (“**Restricted Information**”);

WHEREAS, as the Lead Bidder and the Target and their respective undersigned counsel agree that the terms of the Original JDA remain in force in respect of the Defence Materials (including Restricted Information) exchanged between 29 May 2025 and the date of this agreement;

WHEREAS, the Lead Bidder and the Target entered into a Non-Disclosure Agreement on 15 May 2025 (the “**NDA**”) and a clean team agreement on 25 May 2025 (the “**Clean Team Agreement**”) generally governing the disclosure of confidential information between them in connection with the Transaction and the terms of the NDA and the Clean Team Agreement shall apply to the Restricted Information subject to the amendments and modifications set out in this Agreement;

WHEREAS, pursuant to Rule 21.3 of the Code and Practice Statement 30 (“**PS30**”) issued by the Panel on Takeovers and Mergers (the “**Takeover Panel**”), in the event of a competing offer for the Target, Restricted Information relating to the Target which has been provided on an “Outside Counsel/Retained Experts Only” basis need not be provided directly to a competing offeror, but instead will be provided on the same restricted “Outside Counsel/Retained Experts Only” basis, provided certain measures have been implemented in order to ensure that such Restricted Information will not be obtained by any of the Bidders or their respective other advisers; and

WHEREAS, it is the purpose of this Agreement to ensure that any exchange and/or disclosure of the Defence Materials contemplated herein does not diminish in any way the confidentiality of the Defence Materials and does not constitute a waiver of any privilege, right or immunity otherwise available and further to ensure that any exchange and/or disclosure of Restricted Information relating to the Target provided on an “Outside Counsel/Retained Experts Only” basis need not be provided directly to any competing offeror, but instead will be provided on the same restricted “Outside Counsel/Retained Experts Only” basis in compliance with PS30.

IT IS THEREFORE AGREED as follows:

1. Except as expressly stated in writing to the contrary (including, in particular, the additional restrictions described below in relation to the treatment of Restricted Information), any and all Defence Materials obtained by any of the undersigned counsel from each other and/or each other’s Clients are being provided solely for internal use of the Clients, their undersigned counsel and other external advisers and external experts employed in relation to the Matter and shall remain confidential and shall be protected from disclosure to any other third party by the joint-defence privilege, the Client’s attorney-client and solicitor-client privilege, the attorney work product doctrine, common interest privilege, legal professional privilege, legal advice privilege, litigation privilege and any and all other applicable privileges and immunities. All Defence Materials shall be used solely in connection with the Matter and shall not be used for any other business or commercial purpose whatsoever. Failure to mark Defence Materials as confidential shall not waive the confidential status of such privileged information or work product.
2. The undersigned counsel hereby agree that, if and to the extent that Restricted Information is disclosed to them, it will be kept confidential and disclosed only to:
 - (i) antitrust or regulatory partners, associates, employees or other staff (including support staff) of the law firms of the undersigned Clients or undersigned counsel who are working directly on the joint defence effort or any ensuing litigation, in either case with respect to the Matter (together with the undersigned counsel, “**Outside Counsel**”); and
 - (ii) local antitrust or regulatory counsel, economic consultants and other external advisers and external experts (including, in each case, their support staff) working at the direction of the Outside Counsel or Clients on the Matter (“**Retained Experts**” and, together with Outside Counsel, the “**External Antitrust/Regulatory Clean Team**”),

and shall not be disclosed to any other person, entity or agent, including officers or employees of another Client (and specifically including inside counsel of another Client and the corporate (or other) deal teams at the firm(s) of the undersigned counsel for the other Party), unless previously authorised in writing by the Party providing the Defence Materials (in which case the information ceases to be Restricted Information). Members of the External Antitrust/Regulatory Clean Team may however share conclusions, advice, opinions, reports or analysis based on the Restricted Information for the purposes of providing the Clients with advice on any antitrust/regulatory risks associated with the Transaction, provided that such conclusions or advice will not disclose the Restricted Information or any other information that enables the recipient to deduce the Restricted Information.

3. All Defence Materials that a Client or undersigned counsel intends to be provided as Restricted Information shall be clearly identified, and marked to the extent reasonably practicable, as

“Outside Counsel/Retained Experts Only” (or equivalent). A Client or undersigned counsel shall mark electronic documents as “Outside Counsel/Retained Experts Only” by stating in the cover email that the attached Defence Materials are being provided on an “Outside Counsel/Retained Experts Only” (or equivalent) basis.

4. Restricted Information shall not include information which:
 - (i) has been expressly agreed in writing as not constituting Restricted Information by the Client that disclosed the information;
 - (ii) is in the public domain prior to the disclosure;
 - (iii) subsequently comes into the public domain, except through breach of the obligations set out in the NDA, the Clean Team Agreement or this Agreement; or
 - (iv) is, on the date of this Agreement, lawfully in another Client's possession.
5. Nothing contained in this Agreement shall limit the right of a Client, its employee(s) or other agents, or the undersigned counsel, to disclose any of that Client's own documents or information, or any documents or information obtained or developed independently and not in breach of any obligations set out in this Agreement, the Clean Team Agreement or NDA, to anyone they see fit.
6. For the avoidance of doubt, the Clients may, at any time, communicate in writing to each other that certain Restricted Information need no longer be held only by the External Antitrust/Regulatory Clean Team. At this point, the relevant information is no longer Restricted Information and can be shared with individuals outside the External Antitrust/Regulatory Clean Team (including, but not limited to, members of a Client's internal legal team) on such terms as may be agreed between the Clients and provided that such individuals have been approved in advance by the Client from which the information originates and further provided that the terms of the NDA, Clean Team Agreement and any other agreement in place between the Clients regarding the disclosure of confidential information between them in connection with the Transaction are observed.
7. The Clients, by each signing this Agreement, expressly consent and agree that Restricted Information of another Client exchanged pursuant to this Agreement shall not be communicated to them, notwithstanding, among other provisions, the applicable rules of legal professional conduct or any similar provisions under other national, pan-national, state or local laws. The Clients shall not request that Restricted Information of another Client be communicated to them.
8. The Clients and their undersigned counsel shall, and shall procure that any other member of the External Antitrust/Regulatory Clean Team shall, take all necessary steps to protect the confidentiality and/or applicable privilege of Defence Materials received from another Client or undersigned counsel, including, in the case of the undersigned counsel, advising all persons permitted access to the Defence Materials of the contents of this Agreement and that the Defence Materials are privileged and subject to the terms of this Agreement.
9. No Client or undersigned counsel shall assert any claim of title or ownership over any Defence Materials received from another Client or undersigned counsel, or any portion thereof. If any

Defence Materials consist of computer software disclosed in object code form, no Client or undersigned counsel shall reverse engineer, reverse compile, or disassemble such object code, take any other steps to derive a source code equivalent thereof, or allow any other person to do so.

10. If any person or entity requests or demands, by subpoena or otherwise, any Defence Materials from any Client or undersigned counsel, that Client or undersigned counsel will promptly (unless prohibited by law) notify all counsel who are parties to this Agreement whose Client or who themselves may have rights in said materials and will take all steps reasonably necessary to permit the assertion of all applicable rights, privileges and immunities with respect to such Defence Materials, including permitting the other affected parties a reasonable opportunity to intervene and be heard, and otherwise cooperate fully with the other affected parties in any judicial proceedings relating to the disclosure of Defence Materials. However, the relevant Client will not be required to notify counsel whose Clients do not have rights in, or where they themselves do not have rights in, the Defence Materials.
11. Nothing contained herein shall be deemed to create an attorney-client relationship between any undersigned counsel and anyone other than the Client of that counsel and the fact that undersigned counsel has entered this Agreement shall not in any way preclude that counsel from representing any interest that may be construed to be adverse to any other party to this Agreement or be used as a basis for seeking to disqualify any undersigned counsel from representing any other party in this or any other proceeding, whether under a grant of immunity or otherwise, because of such counsel's participation in this Agreement; it is herein represented that each undersigned counsel to this Agreement has specifically advised their respective Client of this clause.
12. Nothing contained in this Agreement shall limit the rights of any Client or undersigned counsel:
 - (i) to independently develop, procure, use and/or market products or services similar to any disclosed in Defence Materials; or
 - (ii) to use ideas, concepts, or techniques which were previously used, developed, or known by it, provided that such activity does not violate the express terms of this Agreement or any other legal right of another Client or undersigned counsel.
13. Nothing in this Agreement shall oblige any Client or undersigned counsel to share or communicate any information or Defence Materials or independently obtained or created materials with any other Client or undersigned counsel hereto.
14. Except as expressly set forth herein, no other past or future action of the Clients, course of conduct of any of the Clients, or failure to act by any of the Clients, including, without limitation, the execution or acceptance of this Agreement and the delivery and acceptance by the Clients of the Defence Materials has given rise to, will give rise to, has served as a basis for, or will serve as a basis for, any obligation or liability on the part of any of the Clients.
15. Any Client or undersigned counsel disclosing Defence Materials pursuant to this Agreement represents that it has the right to make such disclosure under this Agreement, but otherwise makes no representations or warranties, express or implied, as to the quality, accuracy, and completeness of any Defence Materials disclosed hereunder, and such Client or undersigned

counsel, its affiliates and representatives shall have no liability whatsoever with respect to the use of or reliance upon the disclosed Defence Materials.

16. In the event that a Client chooses to withdraw from this Agreement, the appropriate counsel or Client shall promptly give notice of that fact to all other parties to this Agreement, and this Agreement shall terminate, except that:
- (i) subject to Clause 19, each Client and its undersigned counsel shall promptly return or destroy at their election, and in the case of destruction, confirm such destruction in writing (email being sufficient) to each other Client and its undersigned counsel as soon as reasonably practicable, all Defence Materials it received from the relevant client; and
 - (ii) each Client and its undersigned counsel shall continue to be bound by the obligations of confidentiality provided herein with respect to Defence Materials previously furnished pursuant to this Agreement for a period of two years.
17. Each undersigned counsel (and, if and to the extent applicable taking into account the limitations in clause 2 above, Client) shall, and shall procure that the other members of the External Antitrust/Regulatory Clean Team shall:
- (i) maintain a record of Defence Materials received, any copies made thereof and materials derived therefrom and the names of such persons to whom such information has been disclosed;
 - (ii) keep Defence Materials and any copies thereof secure and in such a way as to prevent unauthorised access by any third party;
 - (iii) if and to the extent that Defence Materials are provided in electronic format, if and to the extent possible, not store such information on any computer, word processor or other device, unless access to the file is protected by password and restricted to those individuals who are actively engaged on the project and bound by this Agreement;
 - (iv) limit access to Defence Materials to specific individuals who are directly involved in the Matter; and
 - (v) inform counsel of the relevant Client promptly if it becomes aware that any Defence Materials provided by that Client have been disclosed to any person otherwise than in accordance with this Agreement.
18. Notwithstanding the generality of Clauses 17, in light of considerations relating to Rule 21.3 of the Code and PS30:
- (i) Prior to receiving any Restricted Information relating to the Target, the Bidders, their undersigned counsel and any other member of the Bidders' External Antitrust/Regulatory Clean Teams shall provide to the Takeover Panel a written confirmation substantially in the forms set out in Appendix 1 Part A – Part E, or in such other form as the Takeover Panel requires. The Bidders and their undersigned counsel agree and acknowledge that the relevant confirmations being given by them and to be given by any other member of the Bidders' External Antitrust/Regulatory Clean Teams

are being given by them for the benefit of the Target and may be relied upon and enforced by the Target as if expressly set out in the Target's favour in this Agreement. The Bidders shall take all necessary and reasonable steps to ensure that they and their External Antitrust/Regulatory Clean Teams comply with the arrangements set out in Appendix 1 and this clause 18 in respect of the Restricted Information.

- (ii) The Bidders' undersigned counsel shall as promptly as practicable inform the Target's undersigned counsel and the Takeover Panel in the event that there has been a breach of this Agreement or any of the confirmations provided to the Takeover Panel pursuant to clause 18(i) above.
- (iii) The Bidders or their undersigned counsel shall procure that a list of individuals who are part of their respective External Antitrust/Regulatory Clean Teams shall be maintained by each firm that is a member of the their respective External Antitrust/Regulatory Clean Team and there shall be a nominated individual at each firm that is a member of their respective External Antitrust/Regulatory Clean Teams primarily responsible for ensuring compliance with this Agreement (the "**Responsible Person**").
- (iv) Pursuant to paragraph 4.1(b) of PS 30, Bidder's undersigned counsel confirms that Nafees Saeed, Partner, Weil Gotshal & Manges (London) LLP has been appointed as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by the Lead Bidder's External Antitrust/Regulatory Clean Team and will review all advice to be provided by any member of their External Antitrust/Regulatory Clean Team to the Lead Bidder to ensure that it does not disclose any Restricted Information relating to the Target or any other information which enables the Lead Bidder to deduce the Restricted Information relating to the Target.
- (v) Pursuant to paragraph 4.1(b) of PS 30, Auba's undersigned counsel confirms that Michael Okkonen, Partner, Dechert LLP has been appointed as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by Auba's External Antitrust/Regulatory Clean Team and will review all advice to be provided by any member of their External Antitrust/Regulatory Clean Team to Auba to ensure that it does not disclose any Restricted Information relating to the Target or any other information which enables Auba to deduce the Restricted Information relating to the Target.
- (vi) Pursuant to paragraph 4.1(b) of PS 30, CPPIB's undersigned counsel confirm that Paul van den Berg, Partner, Freshfields LLP and Shannon Reaves, Partner, Squire Patton Boggs (US) LLP have been appointed as the individuals who have taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by CPPIB's External Antitrust/Regulatory Clean Team and will review all advice to be provided by any member of their External Antitrust/Regulatory Clean Team to CPPIB to ensure that it does not disclose any Restricted Information relating to the Target or any other information which enables CPPIB to deduce the Restricted Information relating to the Target.

- (vii) The Bidders and their respective undersigned counsel shall, and shall procure that each other member of their respective External Antitrust/Regulatory Clean Teams shall, ensure that:
- (a) if and to the extent any merger notifications, filings and submissions themselves include Restricted Information and (whether in draft or submitted form) are shared with the Bidders, such Restricted Information will be redacted before these documents are shared;
 - (b) if and to the extent the Bidders or any of their advisers who are not members of the External Antitrust/Regulatory Clean Team are to participate in meetings or calls with any relevant antitrust or regulatory authorities or are to receive correspondence from any such authorities, appropriate agreements will be put in place to ensure that no Restricted Information is provided to the relevant Bidder or such other advisers;
 - (c) Restricted Information will be provided separately from any other data and information being provided in connection with the Transaction (e.g. non-confidential business information needed for the antitrust or regulatory analysis, any other information exchanged by the parties for the purposes of due diligence or other analysis required in connection with the Transaction);
 - (d) when receiving Restricted Information, it will be properly ring-fenced (including from the corporate and transactional legal deal teams);
 - (e) if and to the extent Restricted Information is provided by email, or documents or materials containing or derived from the information are circulated by email, all such emails or documents will be filed to a separate ring-fenced filing system to which there is restricted access;
 - (f) if and to the extent Restricted Information is provided via a dedicated online data room (the “VDR”), only the members of the External Antitrust/Regulatory Clean Teams will have access to the VDR and, in the event of a conflict between the terms of this Agreement and any ‘click and accept’ terms required to be accepted to enter such VDR, the terms of this Agreement shall take precedence over any such ‘click and accept’ terms; and
 - (g) if any member of the External Antitrust/Regulatory Clean Teams advises that it cannot put in place the ring-fenced safeguards set out at sub-clauses 18(vii)(d) to (f) (e.g. due to IT limitations), then no Restricted Information will be provided to these members and they will not be provided to the Bidders’ External Antitrust/Regulatory Clean Teams until such alternative structure has also been agreed with the Takeover Panel.
19. Within 30 days after termination of the Transaction, or termination of discussions or negotiations on the Transaction, each Client and undersigned counsel shall, and shall procure that each member of their respective External Antitrust/Regulatory Clean Team shall, return or destroy (and confirm such destruction in writing) all Defence Materials furnished by any Client or member of the other External Antitrust/Regulatory Clean Teams pursuant to this Agreement,

except if and to the extent otherwise required by law or by any applicable regulatory requirements or so as to comply with a bona fide records retention policies and automatic archiving procedures.

20. This Agreement, its terms, and the activities conducted pursuant to this Agreement, constitute confidential Defence Materials. Each Client and undersigned counsel agrees not to disclose this Agreement or its terms to anyone except insofar as permitted under the terms of this Agreement; provided that a copy of this Agreement may be provided to the Takeover Panel upon request and uploaded to the Clients' offer specific websites as required under the Code.
21. CPPIB hereby acknowledges and agrees that, in accordance with paragraph 3.3 of the NDA, it has been provided with a copy of the NDA and will observe its terms as if it were a party to the NDA and had undertaken the same obligations as are undertaken by Advent. Auba hereby acknowledges that it has been provided with a copy of the NDA and agrees that it will observe the terms on which it acceded to the NDA.
22. This Agreement shall be binding upon each Client's respective successors, legal representatives and permitted assigns. This Agreement is solely for the benefit of the Clients hereto.
23. This Agreement shall be governed exclusively by the laws of England and Wales and the Clients and undersigned counsel submit to the exclusive jurisdiction of the English courts.
24. Auba hereby irrevocably appoints GIC Private Markets Pte. Ltd., London Office located at address York House, 45 Seymour Street, London W1H 7LX as its agent for service in England and Wales. CPPIB hereby irrevocably appoints Canada Pension Plan Investment Board (UK Branch) of 40 Portman Square, London, W1H 6LT as its agent for service in England and Wales.
25. This Agreement constitutes the entire and complete agreement between the Clients and undersigned counsel and supersedes any earlier joint defence agreements between or among any of the undersigned regarding the Transaction, whether written or oral, pursuant to which Defence Materials have been exchanged (including the Original JDA). Notwithstanding the foregoing, the NDA and the Clean Team Agreement are excluded from this provision and remain in force.
26. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
27. Each Client and undersigned counsel shall, and each Client shall direct that any External Antitrust/Regulatory Clean Team member retained by it shall, promptly notify the other Clients upon becoming aware of any breach of this Agreement or in the case of any Bidder and its counsel, breach of any of the confirmations provided to the Takeover Panel in accordance with clause 18(i) above.
28. The Clients and undersigned counsel each acknowledge and agree that a breach of this Agreement by any Client, or member of the External Antitrust/Regulatory Clean Teams may

cause continuing and irreparable injury to the business of a Client as a direct result of such violation, for which remedies at law may be inadequate, and that any Client shall therefore be entitled, in the event of any actual or threatened violation of this Agreement or such confirmations by another Client or anyone retained by such Client, and in addition to any other remedies available to it, to seek a temporary restraining order and to seek injunctive relief against another Client to prevent any violations of this Agreement, and to seek any other appropriate equitable relief and no proof of special damages will be necessary to enforce the terms of this Agreement.

29. No failure or delay by any Client or undersigned counsel to this Agreement to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
30. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
31. This Agreement may not be amended or modified except by a written agreement signed by each Client and undersigned counsel hereto, provided that any Client may unilaterally designate additional counsel representing such Client with respect to the Transaction or the Matter, who shall, following receipt of consent to their becoming members of their respective External Antitrust/Regulatory Clean Team from the Takeover Panel (where necessary) and from the other Clients, upon executing a copy of this Agreement and delivering such executed copy to the other Clients or their undersigned counsel, become parties to the Agreement in all respects as if they were original undersigned counsel.
32. The parties agree that this Agreement may be executed by way of electronic signatures and the parties agree that the electronic signature has the same binding effect as a physical signature. For the avoidance of doubt, the parties agree that this Agreement, or any part thereof, shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above

SIGNED by ...

for and on behalf of **Advent International Ltd**

SIGNED by

for and on behalf of **Weil, Gotshal & Manges
(London) LLP**

Counsel to Advent International Ltd

SIGNED by

for and on behalf of **Auba Investment Pte. Ltd.**

SIGNED by

for and on behalf of Dechert LLP

Counsel to **Auba Investment Pte. Ltd.**

SIGNED by

as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by

as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by

for and on behalf of **Freshfields LLP**

Counsel to **Canada Pension Plan Investment
Board**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above

SIGNED by

for and on behalf of **Advent International Ltd**

SIGNED by [REDACTED]

for and on behalf of **Weil, Gotshal & Manges
(London) LLP**

Counsel to Advent International Ltd

SIGNED by

for and on behalf of **Auba Investment Pte. Ltd.**

SIGNED by

for and on behalf of Dechert LLP

Counsel to **Auba Investment Pte. Ltd.**

SIGNED by

as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by

as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by

for and on behalf of **Freshfields LLP**

Counsel to **Canada Pension Plan Investment
Board**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above

SIGNED by
for and on behalf of **Advent International Ltd**

SIGNED by
for and on behalf of **Weil, Gotshal & Manges
(London) LLP**
Counsel to Advent International Ltd

SIGNED by
for and on behalf of **Auba Investment Pte. Ltd.**

SIGNED by
for and on behalf of Dechert LLP

SIGNED by
as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by
as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by
for and on behalf of **Freshfields LLP**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above

SIGNED by

for and on behalf of **Advent International Ltd**

SIGNED by [REDACTED]

for and on behalf of **Weil, Gotshal & Manges
(London) LLP**

Counsel to Advent International Ltd

SIGNED by

for and on behalf of **Auba Investment Pte. Ltd.**

SIGNED by [REDACTED]

for and on behalf of Dechert LLP

Counsel to **Auba Investment Pte. Ltd.** [REDACTED]

SIGNED by

as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by

as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by

for and on behalf of **Freshfields LLP**

Counsel to **Canada Pension Plan Investment
Board**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above

SIGNED by

for and on behalf of **Advent International Ltd**

SIGNED by

for and on behalf of **Weil, Gotshal & Manges
(London) LLP**

Counsel to Advent International Ltd

SIGNED by

for and on behalf of **Auba Investment Pte. Ltd.**

SIGNED by

for and on behalf of **Dechert LLP**

Counsel to **Auba Investment Pte. Ltd.**

SIGNED by

as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by

as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by

for and on behalf of **Freshfields LLP**

Counsel to **Canada Pension Plan Investment
Board**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above

SIGNED by

for and on behalf of **Advent International Ltd**

SIGNED by 

for and on behalf of **Weil, Gotshal & Manges
(London) LLP**

Counsel to Advent International Ltd

SIGNED by

for and on behalf of **Auba Investment Pte. Ltd.**

SIGNED by

for and on behalf of Dechert LLP

Counsel to **Auba Investment Pte. Ltd.**

SIGNED by

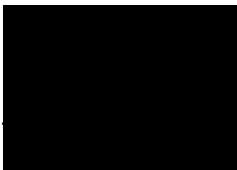
as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by

as Authorized Signatory of **Canada Pension
Plan Investment Board**

SIGNED by 

for and on behalf of **Freshfields LLP**

Counsel to **Canada Pension Plan Investment
Board** 

SIGNED by [REDACTED]

for and on behalf of **Squire Patton Boggs (US) LLP**

Counsel to **Canada Pension Plan Investment Board**

[REDACTED]

SIGNED by

for and on behalf of **Spectris plc**

.....

SIGNED by [REDACTED]

for and on behalf of **Slaughter and May**

Counsel to Spectris plc

.....

SIGNED by

for and on behalf of **Squire Patton Boggs (US)**
LLP

Counsel to **Canada Pension Plan Investment**
Board

.....

SIGNED by [REDACTED]

for and on behalf of **Spectris plc**

.....



SIGNED by [REDACTED]

for and on behalf of **Slaughter and May**

Counsel to Spectris plc

.....

SIGNED by

for and on behalf of **Squire Patton Boggs (US)**
LLP

.....

Counsel to **Canada Pension Plan Investment**
Board

SIGNED by

.....

for and on behalf of **Spectris plc**

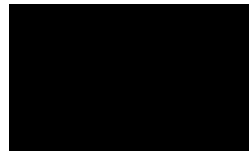
SIGNED by



for and on behalf of **Slaughter and May**

Counsel to Spectris plc

.....



.....

Private and Confidential

[REDACTED]

The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

..... 19 June 2025

Dear [REDACTED]

Advent International Ltd, (together with its affiliates and any persons acting in concert (as defined in the Code)) ("Lead Bidder") / Spectris plc ("Target")

We refer to the discussions you have had with Slaughter and May regarding regulatory clearances with reference to a possible transaction involving Lead Bidder and Target (the "**Transaction**").

Pursuant to paragraph 4.1(C) of Practice Statement No.30, issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023), we confirm that:

- (i) we waive any rights to request the Restricted Information from any member of the External Antitrust/Regulatory Clean Team and waive any legal or professional obligations of disclosure which any member of the External Antitrust/Regulatory Clean Team may owe to us in respect of the Restricted Information;
- (ii) no director or employee of the Lead Bidder will receive or have access to any Restricted Information until the offer becomes unconditional in all respects; and
- (iii) we will promptly inform the Takeover Panel if any Restricted Information comes into our possession.

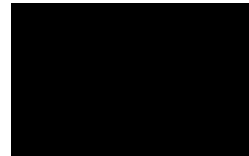
Defined terms used in this letter have the same meanings as in the Amended and Restated Confidentiality and Joint Defence Agreement between, inter alia, the Lead Bidder, the Co-Investors (as defined therein) and the Target dated 19 June 2025.

Yours sincerely,



Advent International Ltd
160 Victoria Street
London SW1E 5LB
United Kingdom
Tel +44 (0)20 7333 0800
www.adventinternational.com

SIGNED by



.....

for and on behalf of Advent International Ltd

Weil, Gotshal & Manges (London) LLP

110 Fetter Lane
London EC4A 1AY
+44 20 7903 1000 tel
+44 20 7903 0990 fax

Private and Confidential

[REDACTED]

The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

..... 19 June 2025

Dear [REDACTED]

Advent International Ltd, (together with its affiliates and any persons acting in concert (as defined in the Code)) ("Lead Bidder") / Spectris plc ("Target")

We are retained as external legal counsel by the Lead Bidder to advise on antitrust and/or regulatory clearances relating to a possible transaction involving Lead Bidder and Target (the "**Transaction**").

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed [REDACTED] at Weil, Gotshal & Manges (London) LLP as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by Weil, Gotshal & Manges (London) LLP who will review all advice to be provided by any member of the External Antitrust/Regulatory Clean Team to the Lead Bidder to ensure that it does not disclose any Restricted Information or any other information which enables the Lead Bidder to deduce the Restricted Information.

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- (i) we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to any of the Bidders or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- (ii) effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and

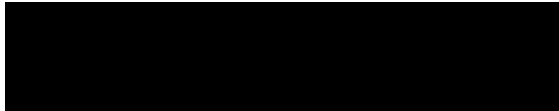
Weil, Gotshal & Manges (London) LLP

- (iii) we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

If and to the extent that it is determined to be necessary or appropriate to instruct law firms in other jurisdictions over and above those already set out in the accompanying submission, for which corresponding confirmations have been provided, we will provide the Takeover Panel with the names of any such additional firms to be instructed and will seek the Takeover Panel's permission to provide Restricted Information to them on the basis of PS30.

Defined terms used in this letter have the same meanings as in the Amended and Restated Confidentiality and Joint Defence Agreement between, inter alia, the Lead Bidder, the Co-Investors (as defined therein) and the Target dated 19 June 2025.

Yours sincerely,

A large black rectangular redaction box covering the signature area.

, Partner

Weil, Gotshal & Manges (London) LLP

Weil, Gotshal & Manges (London) LLP

ANNEX

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE ANTITRUST/REGULATORY CLEAN TEAM

[illegible]

Private and Confidential

The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

Dear [REDACTED]

Advent International Ltd, (together with its affiliates and any persons acting in concert (as defined in the Code)) ("Lead Bidder") / Spectris plc ("Target")

We refer to the discussions you have had with Slaughter and May regarding regulatory clearances with reference to a possible transaction involving Bidder and Target (the "**Transaction**"). We are a prospective co-investor of the Lead Bidder (a "**Co-Investor**")

Pursuant to paragraph 4.1(C) of Practice Statement No.30, issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023), we confirm that:

- (i) we waive any rights to request the Restricted Information from any member of the External Antitrust/Regulatory Clean Team and waive any legal or professional obligations of disclosure which any member of the External Antitrust/Regulatory Clean Team may owe to us in respect of the Restricted Information;
- (ii) no director or employee of the Bidders will receive or have access to any Restricted Information until the offer becomes unconditional in all respects; and
- (iii) we will promptly inform the Takeover Panel if any Restricted Information comes into our possession.

Defined terms used in this letter have the same meanings as in the Amended and Restated Confidentiality and Joint Defence Agreement between, inter alia, the Bidder, the Co-Investors and the Target dated 19 June 2025.

Yours sincerely

SIGNED by [REDACTED]

for and on behalf of Auba Investment Pte. Ltd.



Private and Confidential



The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

19 June 2025

Dear 

Advent International Ltd, (together with its affiliates and any persons acting in concert (as defined in the Code)) ("Lead Bidder") / Spectris plc ("Target")

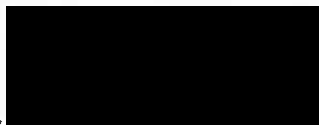
We refer to the discussions you have had with Slaughter and May regarding regulatory clearances with reference to a possible transaction involving Bidder and Target (the "**Transaction**"). We are a prospective co-investor of the Lead Bidder (a "**Co-Investor**")

Pursuant to paragraph 4.1(C) of Practice Statement No.30, issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023), we confirm that:

- (i) we waive any rights to request the Restricted Information from any member of the External Antitrust/Regulatory Clean Team and waive any legal or professional obligations of disclosure which any member of the External Antitrust/Regulatory Clean Team may owe to us in respect of the Restricted Information;
- (ii) no director or employee of the Bidders will receive or have access to any Restricted Information until the offer becomes unconditional in all respects; and
- (iii) we will promptly inform the Takeover Panel if any Restricted Information comes into our possession.

Defined terms used in this letter have the same meanings as in the Amended and Restated Confidentiality and Joint Defence Agreement between, inter alia, the Bidder, the Co-Investors and the Target dated 19 June 2025.

Yours sincerely



SIGNED by
as Authorized Signatory of Canada Pension Plan Investment Board

Private and Confidential

██████████
The Takeover Panel
One Angel Court London
EC2R 7HJ

By Email

Dear ██████████

Advent International Ltd (together with its affiliates and any persons acting in concert (as defined in the Code)) ("Lead Bidder") / Spectris plc ("Target")

We are retained by Auba Investment Pte. Ltd., a prospective co-investor of the Bidder to assist in the analysis and preparation of filings and submissions for antitrust and/or regulatory clearances in relation to a possible transaction involving the Bidder and the Target (the "**Transaction**").

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed ██████████ as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by Dechert LLP.

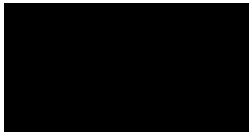
Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- (i) we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to any of the Bidders or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- (ii) effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and

- (iii) we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

Defined terms used in this letter have the same meanings as in the Amended and Restated Confidentiality and Joint Defence Agreement between, inter alia, the Lead Bidder, the Co-Investors (as defined therein) and the Target dated 19 June 2025.

Yours sincerely,



ANNEX

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE ANTITRUST/REGULATORY CLEAN TEAM

Name	Role	Role in the Transaction
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	

Private and confidential

██████████
The Takeover Panel
One Angel Court
London
EC2R 7HJ

By Email

19 June 2025

Dear ██████████,

Advent International Ltd (together with its affiliates and any persons acting in concert (as defined in the Code)) ("Lead Bidder") / Spectris plc ("Target")

We are retained by CPPIB, a prospective co-investor of the Bidder to assist in the analysis and preparation of filings and submissions for antitrust and/or regulatory clearances in relation to a possible transaction involving the Bidder and the Target (the "**Transaction**").

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed ██████████
██████████ as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by Freshfields LLP.

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- (i) we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to any of the Bidders or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;

Freshfields LLP is a limited liability partnership registered in England and Wales with registered number OC334789. It is authorised and regulated by the Solicitors Regulation Authority (SRA no. 484861). Dutch Chambers of Commerce registration number 34368197. For further regulatory information please refer to <https://www.freshfields.com/en-gb/footer/legal-notice/>.

A list of the members (and of the non-members who are designated as 'partners') of Freshfields LLP is available for inspection at its registered office, 100 Bishopsgate, London EC2P 2SR and at Strawinskylaan 10, 1077 XZ Amsterdam. Any reference to a partner means a member, or a consultant or employee with equivalent standing and qualifications, of Freshfields LLP or any associated firms or entities. Freshfields LLP's Amsterdam office includes attorneys, civil law notaries, solicitors and lawyers qualified under the laws of, and registered in, other jurisdictions.

Amsterdam

Freshfields LLP
Strawinskylaan 10
1077 XZ Amsterdam
Postbus 75299
1070 AG Amsterdam
T +31 20 485 7000
+31 20 485 7622 (Direct)
F +31 20 485 7001
E paul.vandenberg@freshfields.com
www.freshfields.com

Doc ID

EUROPE-LEGAL-299748725

Our Ref

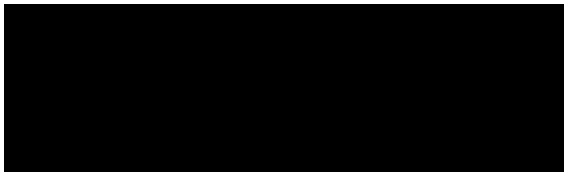
126968-0059 PVDB

FRESHFIELDS

- (ii) effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and
- (iii) we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

Defined terms used in this letter have the same meanings as in the Amended and Restated Confidentiality and Joint Defence Agreement between, inter alia, the Lead Bidder, the Co-Investors (as defined therein) and the Target dated 19 June 2025.

Yours sincerely,



Annex

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE EXTERNAL ANTITRUST CLEAN TEAM

Name	Team	Role in the Transaction
[REDACTED]	[REDACTED]	
[REDACTED]		
[REDACTED]		

A list of support staff, trainee solicitors and paralegals with access to Restricted Information is available on request.

Private and Confidential

██████████

The Takeover Panel
One Angel Court London
EC2R 7HJ

By Email

19 June 2025

Dear ██████████

Advent International Ltd (together with its affiliates and any persons acting in concert (as defined in the Code)) ("Lead Bidder") / Spectris plc ("Target")

We are retained by CPPIB, a prospective co-investor of the Bidder to assist in the analysis and preparation of filings and submissions for antitrust and/or regulatory clearances in relation to a possible transaction involving the Bidder and the Target (the "**Transaction**").

Pursuant to paragraph 4.1(a) of Practice Statement No.30 issued by the Takeover Panel and dated 8 October 2015 (last amended 11 December 2023) (**PS 30**), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed ██████████ as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by Squire Patton Boggs (US) LLP.

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

- (i) we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to any of the Bidders or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;
- (ii) effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and
- (iii) we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

Defined terms used in this letter have the same meanings as in the Amended and Restated Confidentiality and Joint Defence Agreement between, inter alia, the Lead Bidder, the Co-Investors (as defined therein) and the Target dated 19 June 2025.

Yours sincerely,

[REDACTED]

[REDACTED], Squire Patton Boggs (US) LLP

ANNEX

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE ANTITRUST/REGULATORY CLEAN TEAM

Name	Team	Role in the Transaction
[REDACTED]	[REDACTED]	
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		