

**EXECUTION VERSION**

**CLEAN TEAM AGREEMENT**

This Clean Team Agreement (the "**Agreement**") is entered into on 1 August 2022,

BETWEEN

- (1) **Open Text Corporation**, a company incorporated and registered in Canada, whose principal office is at 275 Frank Tompa Drive, Waterloo, ON N2L 0A1, Canada ("**Open Text**");

AND

- (2) **Micro Focus International plc**, a public limited company incorporated and registered in England and Wales with registered number 05134647, whose registered office is at The Lawn, 22-30 Old Bath Road, Berkshire, RG14 1QN, United Kingdom ("**Micro Focus**"),

(each a "**Party**" and together the "**Parties**").

**WHEREAS:**

- A. This Agreement supplements the Non-Disclosure Agreement entered into between the Parties on 28 July 2022 (the "**NDA**") and which governs the disclosure of confidential information between the Parties in connection with the proposed acquisition by Open Text of the entire issued and to be issued share capital of Micro Focus (the "**Proposed Transaction**"). Reference is also made to the letters to be sent by Open Text and its external antitrust/regulatory counsel, Cleary Gottlieb Steen & Hamilton LLP, in connection with Practice Statement 30 of the City Code on Takeovers and Mergers to the UK Panel on Takeover and Mergers in relation to the Proposed Transaction (the "**PS 30 Letters**").
- B. In the context of the Proposed Transaction, Open Text needs access to commercially sensitive information of Micro Focus in order to:
- (a) facilitate due diligence and evaluation of the Proposed Transaction;
  - (b) negotiate the Proposed Transaction;
  - (c) carry out planning and integration in relation to the Proposed Transaction; and
  - (d) undertake antitrust and/or regulatory analysis and, as needed, prepare filings and communicate with antitrust and/or regulatory authorities in relation to the Proposed Transaction,
- ("Permitted Purposes").**
- C. Access to "**Sensitive Information**" (as defined in paragraph 2.1) will be limited to identified employees and representatives of Open Text, as well as certain external advisers ("**Confidentiality Team**") and will not be accessible to other employees or representatives of Open Text (or any of their subsidiaries or affiliates), or any other persons.

- D. The purpose of this Agreement is to set out the terms on the basis of which Sensitive Information will be provided to Open Text and/or its external advisers for the Permitted Purposes.

**IT IS AGREED** as follows:

**1. CONFIDENTIALITY TEAM MEMBERS**

- 1.1 The Confidentiality Team shall be made up of those employees and representatives of Open Text, as well as certain external advisers, who are identified in Schedule 1, as may be amended from time to time, in accordance with the provisions of paragraph 1.4 ("**Confidentiality Team Members**").
- 1.2 Each Confidentiality Team Member shall sign a copy of the form contained in Schedule 2, as may be amended from time to time by the Parties by mutual written consent, before receiving Sensitive Information. The signed copies of said forms shall be shared with the external counsel contacts in accordance with section 4 below. Representatives of Open Text's external advisers are to be identified by their organization in Schedule 1 but need not be individually listed in Schedule 1 and nor are they required to sign the form contained in Schedule 2.
- 1.3 Open Text will ensure that its Confidentiality Team contains only persons who require access to the Sensitive Information for the Permitted Purposes. Open Text will further ensure that its Confidentiality Team does not contain any persons involved in the day-to-day commercial/strategic operations and decisions (including making decisions on pricing activities) with respect to any products owned or controlled by Open Text or its affiliates which compete with, or operate upstream or downstream from, Micro Focus for:
- (A) the period prior to completion of the Proposed Transaction;
  - (B) if the Proposed Transaction does not proceed, the period of eighteen months following receipt of the relevant Sensitive Information (as defined in paragraph 2.1).
- 1.4 Open Text will inform Micro Focus in writing of the Confidentiality Team Members it proposes for its Confidentiality Team. Micro Focus shall not unreasonably object to the inclusion of any Confidentiality Team Members proposed by Open Text.

**2. ACCESS TO SENSITIVE INFORMATION**

- 2.1 Information shall be designated "**Sensitive Information**" by Micro Focus if in its opinion it is: (A) not publicly available; (B) is commercially sensitive; and (C) might be expected to influence the commercial strategy of Open Text. Micro Focus shall only disclose Sensitive Information to the Confidentiality Team Members to the extent reasonably necessary for the Permitted Purposes.
- 2.2 However, any such information that does not need to be shared with Open Text itself will instead be designated "Restricted Information" and shall be shared only with the External Antitrust/Regulatory Clean Team (as defined in the PS 30 Letters). For the avoidance of doubt, Restricted Information will not be considered Sensitive Information and shall be disclosed in accordance with the PS 30 Letters only. Please see Section 3 below on Restricted Information.
- 2.3 **Annex 1** sets out an indicative list of information that may, without limitation, be

treated as Sensitive Information. Sensitive Information shall be disclosed in a manner which is accessible only by the relevant Confidentiality Team Members and/or by communications clearly marked with "Confidentiality Team Only" or "Sensitive Information".

- 2.4 Open Text shall limit access to Sensitive Information received from Micro Focus to the Confidentiality Team Members only. Open Text shall procure that its advisers who may have access to Sensitive Information do not disclose the Sensitive Information to any person who is not a Confidentiality Team Member.
- 2.5 No Confidentiality Team Member will disclose relevant Sensitive Information to anyone other than another relevant Confidentiality Team Member or use any Sensitive Information for any purpose other than for the Permitted Purposes. If either Party becomes aware of an actual or potential breach of any term of this Agreement it shall inform the other Party without delay of such actual or potential breach and take such action as may reasonably be required to mitigate any consequences of the actual or potential breach.
- 2.6 The Confidentiality Team can report to other Open Text personnel any conclusions or findings from the Sensitive Information on a strictly need to know basis for the Permitted Purposes provided that Open Text's internal or external legal advisers have confirmed, prior to any such reports being shared outside the Confidentiality Team, that any Sensitive Information has been omitted, redacted, anonymised or sufficiently obscured from such reports so as to render it no longer commercially sensitive.

### **3. RESTRICTED INFORMATION**

- 3.1 Certain information will be labelled "**Restricted Information**" and may only be shared with Open Text's outside counsel who are members of the External Antitrust/Regulatory Clean Team (as defined in the PS 30 Letters). As noted in the PS 30 Letters, the External Antitrust/Regulatory Clean Team:
  - (A) shall not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to Open Text or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities; and

(B) shall put in place effective information barriers and procedures to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team.

3.2 For the avoidance of doubt, representatives of Open Text's outside counsel shall also be considered Confidentiality Team Members with respect to the receipt of any Sensitive Information.

#### 4. RECORDS

4.1 All Sensitive Information will be kept secure and separate from other records, documents or information. Open Text will take reasonable steps to store Sensitive Information in such away so as to prevent any disclosure of Sensitive Information which would contravene the restrictions in this Agreement.

4.2 Confidentiality Team Members will destroy, render inaccessible or return to Open Text's Contact (as set out in clause 4.1 below) any Sensitive Information they possess in the event that they cease to be a Confidentiality Team Member.

4.3 In the event that the Proposed Transaction does not proceed, clause 4 of the NDA shall apply *mutatis mutandis* to the return or destruction of Sensitive Information.

#### 5. CONTACTS

5.1 Each Party will designate a contact for the Confidentiality Team. All requests for information, clarification or advice to or from the Confidentiality Team will be managed by the Parties' respective contacts.

The contact for Open Text is:

##### In house

██████████ (██████████@opentext.com)

##### External counsel

██████████ (██████████) and ██████████ (██████████)

The contact for Micro Focus is:

##### In house

██████████ (██████████@microfocus.com)

##### External counsel

██████████ (██████████) and ██████████  
(██████████)

5.2 Any change by a Party of the contact will be communicated in writing to the designated contact of the other Party.

**6. COUNTERPARTS**

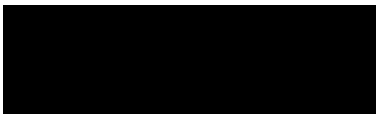
6.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this Agreement, but all the counterparts will together constitute but one and the same instrument.

**7. GOVERNING LAW**

7.1 This letter and any obligation in connection with this letter, contractual or non-contractual, shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this letter or the relationship between us (including by waiving any right to claim that an action has been brought in an inconvenient forum or that the English courts do not have jurisdiction).

**IN WITNESS WHEREOF the parties have executed this Agreement on the date first set out above.**

**EXECUTED BY**



**Acting for and on behalf of Open Text**

**\_\_\_\_\_**  
**Acting for and on behalf of Micro Focus**

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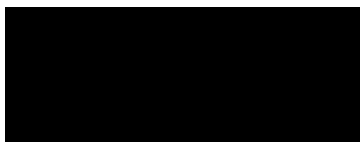
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**Acting for and on behalf of Open Text**



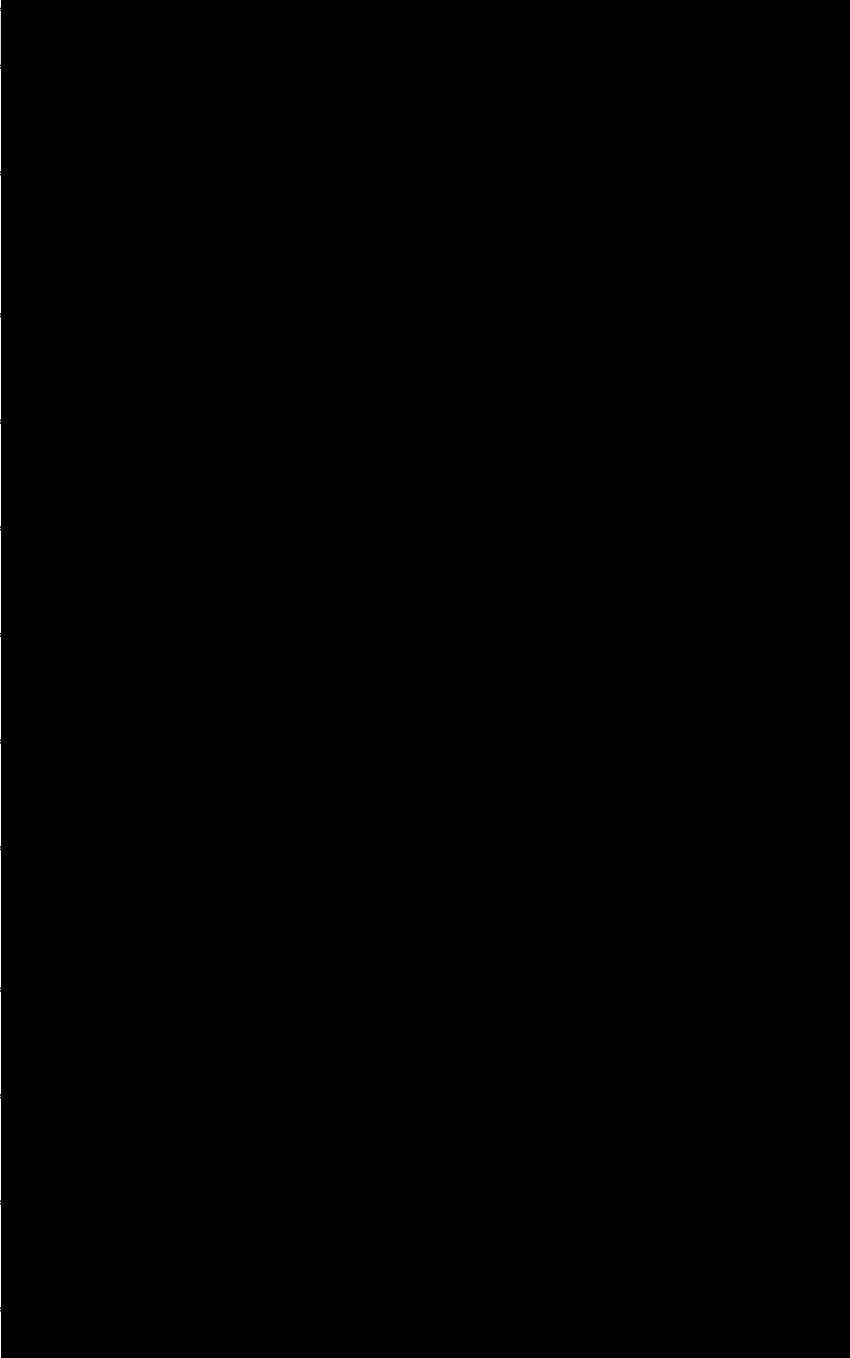
\_\_\_\_\_  
**Acting for and on behalf of Micro Focus**

## **ANNEX 1: Indicative list of Sensitive Information**

The following information would generally be presumed to be Sensitive Information:

- (A) Any price and non-price information which would enhance the ability of Open Text to predict the competitive behavior of Micro Focus. This would include, but not be limited to:
- current and future prices by product or service (except to the extent available publicly)
  - granular profitability details by product
  - granular details of product/service margins
  - details of discounts/rebate schemes with specific customers
  - other competitive terms of sale contracts with customers or key significant purchase contracts
  - service or product-specific costs
  - business plans, including granular details of marketing, sales, promotions, capital investments etc.
- (B) Details of any current negotiations with customers or suppliers or the identity of potential customers or suppliers
- (C) Granular details of volume of business and the specific products sold to, and procured from, current customers and suppliers
- (D) Specific information relating to pipeline products, or future development plans, and unannounced investment proposals
- (E) Any other confidential business information that could be used to reduce competitive tension between Open Text and Micro Focus.

**SCHEDULE 1: Open Text Confidentiality Team Members**

No.		Organization
1.		Open Text Corporation
2.		Open Text Corporation
3.		Open Text Corporation
4.		Open Text Corporation
5.		Open Text Corporation
6.		Open Text Corporation
7.		Open Text Corporation
8.		Open Text Corporation
9.		Open Text Corporation
1		Open Text Corporation
1		Open Text Corporation



## SCHEDULE 2: Confirmation Statement

1. I, \_\_\_\_\_, have read the foregoing Agreement and agree to be bound by its terms with respect to any Sensitive Information (as defined in the Agreement) that is furnished to me.
2. I further agree (i) not to disclose to anyone any Sensitive Information other than as set forth in the Agreement, and (ii) not to make any copies of any Sensitive Information furnished to me except in accordance with the Agreement.
3. I confirm that I am not involved in day-to-day commercial/strategic operations and decisions (including making decisions on pricing activities) with respect to any products owned or controlled by Open Text or its affiliates, and which compete with, or operate upstream or downstream from, Micro Focus.
4. I further agree that any Sensitive Information furnished to me will be used by me only to the extent reasonably necessary to undertake the Permitted Purposes and for no other purpose.

Agreed and accepted on \_\_\_\_ August 2022

\_\_\_\_\_

Signature

\_\_\_\_\_

Title