
CLEAN TEAM AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is dated 28 January 2026 and made **BETWEEN**:

- (1) **NUVEEN SERVICES, LLC**, a Delaware limited liability company registered at 333 W. Wacker Drive, Chicago, IL 60606 (“**Nuveen**”); and
 - (2) **SCHRODERS PLC**, a company registered in England & Wales (registered no. 03909886), whose registered office is at 1 London Wall Place, London, United Kingdom, EC2Y 5AU (“**Schroders**”),
- (each a “**Party**” and together the “**Parties**”).

WHEREAS:

- (A) In connection with the possible acquisition by Nuveen of the entire issued and to be issued share capital of Schroders (the “**Potential Transaction**”), the Parties recognise that they require access to information that the disclosing Party may designate as competitively sensitive “**Clean Team Information**” (as defined in Clause 3.1) for the purposes of evaluation, due diligence, synergy and efficiency analysis, negotiation, development and integration planning and undertaking the antitrust and/or regulatory analysis and/or the preparation of filings, submissions or subsequent communication with any relevant antitrust and/or regulatory authority as required and agreed by the Parties in the context of the Potential Transaction (the “**Relevant Matters**”).
- (B) Access to Clean Team Information shall be limited to certain identified employees, directors or officers of each Party (the “**employees**”) and the external advisers of each Party in connection with the Potential Transaction (together the “**Clean Team**” or “**Clean Teams**”) and Clean Team Information shall not be accessible to other persons (including each Party’s other employees). The purpose of the Clean Team or Clean Teams is to collect and analyse Clean Team Information solely in connection with the Relevant Matters and in a manner that is fully consistent with and in compliance with all relevant competition laws and regulations.
- (C) The purpose of this Agreement is to set out the terms on which Clean Team Information shall be exchanged between the Parties in connection with the Relevant Matters.
- (D) The Parties have also entered into a non-disclosure agreement dated 26 January 2026 (the “**NDA**”) which sets out the terms on which the Parties shall disclose Confidential Information (as defined in the NDA) to each other in relation to the Potential Transaction. The Parties are also parties to a Confidentiality and Joint Defence Agreement entered into on or about the date of this Agreement (the “**CJDA**”). This Agreement shall be read in addition to and interpreted in conjunction with the NDA and the CJDA.

IT IS AGREED as follows:

1. GENERAL INFORMATION SHARING RULES

- 1.1 Where documents or information are shared with the receiving Party, the disclosing Party shall indicate whether the disclosing Party considers that the document or documents contains Clean Team Information (as defined in clause 3.1 below).
- 1.2 Clean Team Information may only be accessed by Clean Team Members (as defined in clause 2.1 below) in the relevant Clean Team and once the processes described in clause 3 below have been complied with.

2. CLEAN TEAM MEMBERS

- 2.1 Each Clean Team shall be made up of the employees or separately appointed external advisers of the Parties listed in Annex A and Annex B, as may be amended from time to time (the “**Clean Team Members**”) in accordance with the provisions of this clause 2.1. The Parties may establish different Clean Teams for different purposes. Each Party shall notify the other Party in writing of any employees or the company or firm name of any external advisers it proposes to add to any Clean Team. Where the proposed Clean Team Member is an employee of one of the Parties, such notice shall specify the name and job function of the relevant person and that such person satisfies the criteria for being a Clean Team Member as set out in clause 2.2. For the avoidance of doubt, such notice will be considered to be validly given where it is shared by external legal counsel for one Party with external legal counsel for the other Party. The appointment of new members will be subject to the other Party’s written consent, which may be granted by the relevant Party’s external legal counsel by email and shall not be unreasonably delayed or withheld.
- 2.2 The Parties agree that, except in the circumstances described in this clause, for each Clean Team, they shall select Clean Team Members who are not involved in the day-to-day commercial/strategic operations and decisions (including making decisions on pricing activities, sales, marketing and product development) relating to the areas where the Parties are actual or potential competitors (the “**Operational Responsibilities**”). Only in exceptional cases may the Parties appoint individuals with Operational Responsibilities as Clean Team Members, and only if and to the extent that: (i) this is strictly necessary for the purposes of the Relevant Matters; (ii) no person without Operational Responsibilities is effectively able to assess the relevant Clean Team Information; and (iii) prior written approval has been obtained from the other Party’s counsel.
- 2.3 In the event that the Potential Transaction does not proceed to completion for any reason, the Parties agree not to involve any Clean Team Member in, or return such Clean Team Member to, Operational Responsibilities for six months from termination of the Potential Transaction, or termination of discussions or negotiations with respect to the Potential Transaction (the “**Cool-off Period**”). Where a Party removes one of its Clean Team Members from the Clean Team by notice to the other Party, the Cool-Off Period shall start from the date of the Clean Team Member last having access to Clean Team Information (as defined in clause 3.1 below).

- 2.4 Each Clean Team Member who is an employee of a Party shall acknowledge the confirmations required in Annex C, as may be amended from time to time by the Parties by mutual written consent, by email. Clean Team Members who are external advisers of the Parties (whether appointed separately or jointly) must provide the confirmations required in Annex C by email: it shall be sufficient for each external adviser to provide the confirmation on behalf of all Clean Team Members within that company or firm. Each Party shall maintain appropriate records of such signed forms or, where relevant, email confirmations and produce them at the other Party's request.
- 2.5 It may be necessary to establish more than one Clean Team with differing Clean Team Members depending on the nature of the competitively sensitive information to be disclosed. Clean Team Members shall comply with any additional Clean Team procedures or guidance that may be agreed between the Parties from time to time.

3. CLEAN TEAM INFORMATION

- 3.1 A Party shall designate its information as "**Clean Team Information**" where it reasonably considers it contains non-public information that might be expected to influence the commercial strategy of the other Party. Clean Team Information provided by one Party to the Clean Team Members of the other Party should be provided through a section of a data room accessible only to relevant Clean Team Members or otherwise clearly marked as Clean Team Information.
- 3.2 The following information would generally be presumed to be Clean Team Information for so long as it is current and if it relates to the products on which the Parties are competing (or may in the future compete):
- (A) any price and non-price information which would enhance the ability to predict any competitive behaviour of the other Party (including specific information relating to costs, profitability, margins or development plans)
 - (B) non-public current and future strategic plans, including relevant forward-looking product development and marketing and expansion plans;
 - (C) information about present or potential customers, including pricing, specific marketing plans, key contractual terms, project/product/service development plans, or other specific customer information;
 - (D) status of negotiations with present or potential customers;
 - (E) non-public pipeline services/projects;
 - (F) key commercial terms of supply contracts or other major agreements, including the terms of current or proposed future mandates, with third parties;
 - (G) employee-specific salary and bonus data; and
 - (H) any other confidential business information that could be used to reduce competition.

- 3.3 The Parties shall only disclose Clean Team Information to the extent that it is reasonably necessary for the Relevant Matters.
- 3.4 Each Party shall limit access to Clean Team Information received from the other Party to the Clean Team Members for the relevant Clean Team only. No Clean Team Member shall use any Clean Team Information for any purpose other than the Relevant Matters.
- 3.5 No Clean Team Member may disclose any Clean Team Information to anyone not on the relevant Clean Team. Where, for the purposes of the Relevant Matters, a Clean Team Member needs to disclose information based on Clean Team Information to someone who is not on the relevant Clean Team, they shall submit all sections of draft reports or other documents that include, reference or are based on any Clean Team Information for the review and approval of the receiving Party's external competition law counsel and apply such redactions as their external competition law counsel may reasonably require in order to ensure that such information has been redacted, anonymised, and/or aggregated to ensure it is no longer commercially sensitive. Such information shall continue to be information covered by the NDA. For some information, it may not be possible to sufficiently redact, anonymise, and/or aggregate it to ensure it is no longer commercially sensitive, in which case it would not be possible to share or communicate such Clean Team Information to someone who is not in the relevant Clean Team.
- 3.6 Each Party shall promptly notify the other Party in writing if it discloses or receives commercially sensitive information other than as set out above and shall co-operate with the other Party in halting the use, and securing the recovery of such information.

4. LEGAL CONTACTS

- 4.1 Each Party will designate a legal contact for their Clean Team (the "**Legal Contacts**"). All requests for information, clarification or advice to or from the relevant Clean Team, and notices for addition of new Clean Team Members, will be managed by the Parties' respective Legal Contacts.

The Legal Contact for Nuveen is: [REDACTED] Clifford Chance LLP of 10 Upper Bank Street, London, United Kingdom, E14 3JJ, [REDACTED].

The Legal Contact for Schroders is: [REDACTED] Slaughter and May of One Bunhill Row, London, United Kingdom, EC1Y 8YY [REDACTED].

- 4.2 The Parties may replace and/or specify additional Legal Contacts from time to time. Any change by a Party of the Legal Contacts will be communicated in writing to the Legal Contacts of the other Party.

5. RECORDS

- 5.1 All Clean Team Information shall be kept secure and separate from other records, documents or information. The Parties shall take reasonable steps to firewall Clean Team Information to ensure that non-Clean Team Members cannot access any materials containing Clean Team Information.

5.2 Each Party shall procure that Clean Team Members shall (save to the extent required by law) destroy or return (without keeping any copies) to the other Party any of that Party's Clean Team Information in their possession in the event that: (i) the Potential Transaction does not proceed; (ii) they cease to be a Clean Team Member; or (iii) the disclosing Party or their external advisers issue a written request for the destruction or return of the Clean Team Information, in each case within 10 working days of the relevant event taking place (whichever occurs sooner). Upon request, the receiving Party shall confirm to the disclosing Party in writing when all Clean Team Information has been destroyed or returned.

6. MISCELLANEOUS

6.1 Nothing in this Agreement shall be deemed to: (i) prevent either Party from discontinuing or terminating any discussions relating to the Potential Transaction at any time; or (ii) prevent either Party from withholding any information for whatever reason at whatever time.

6.2 Each Party shall bear all its own costs and expenses in connection with any access to information.

6.3 This Agreement, the NDA and the CJDA constitute the entire agreement between the Parties relating to the subject matter hereof and may not be amended except in writing and duly executed by both Parties.

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

6.5 If any provision of this Agreement is declared to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect and be binding upon the Parties. Without prejudice to the aforesaid, the Parties shall attempt through negotiations in good faith to replace the invalid or unenforceable provision with a provision closest to the mutually intended meaning of such provision and the spirit of this Agreement.

7. GOVERNING LAW

7.1 This Agreement is governed by and shall be construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

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

EXECUTED BY



acting for and on behalf of
Nuveen

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EXECUTED BY

acting for and on behalf of
Schroders

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Annex A

List of Schroders Clean Team Members

Entity	Name	Role	Email address

List of Schroders External Advisors

Entity	Name	Role	Email address
Slaughter and May		Legal Adviser	

Annex B

List of Nuveen Clean Team Members

Entity	Name	Role	Email address
Nuveen	[REDACTED]		

List of Nuveen External Advisors

Entity	Name	Role	Email address
Clifford Chance LLP	[REDACTED]		
Clifford Chance	[REDACTED]		

LLP

Clifford
Chance
LLP



Annex C

Compliance Confirmation Statement

Reference is made to the Clean Team Agreement dated 28 January 2026 and made between Nuveen and Schroders (the "**Agreement**"). All capitalised terms have the same meaning as defined in the Agreement.

1. I have read the Agreement and agree to be bound by its terms with respect to any Clean Team Information that is furnished to me as set forth in the Agreement.
2. I further agree: (i) not to disclose to anyone any Clean Team Information other than as set forth in the Agreement; and (ii) not to make any copies of any Clean Team Information furnished to me except in accordance with the Agreement.
3. I further agree that any Clean Team Information furnished to me shall not be used for any purpose other than the Relevant Matters as identified in the Agreement in connection with the Potential Transaction, and for no other purpose, and will not be used by me in any business affairs or of my own or be imparted by me to any other person other than as set forth in the Agreement.