

Berry Global Group, Inc. / RPC Group Plc

Clean Team Guidelines

1. BACKGROUND

- 1.1 In connection with the possible offer by Berry Global Group, Inc. ("**Berry**") for RPC Group Plc ("**RPC**") (the "**Transaction**"), Berry and RPC recognise that Berry and its advisors may need to access commercially and/or competitively sensitive information of RPC to carry out commercial due diligence in order to evaluate the Transaction. A Clean Room (as defined below) will be established for the purposes of Berry accessing Clean Team Only Information (as defined below) during this period of time.
- 1.1 Competition law requires that Berry and RPC remain and continue to operate as separate competitors until the Transaction (if any) closes, and the safeguards regarding the exchange of competitively sensitive information between these companies set out in these clean team guidelines ("**Clean Team Guidelines**") must be followed at all times until completion of the Transaction.
- 1.2 Clean Teams are established in an effort to facilitate commercial due diligence whilst reducing risks related to premature sharing of commercially and/or competitively sensitive information. Subject to these Clean Team Guidelines, individuals assigned to the Clean Teams will, within the environment of the Clean Room, be permitted to receive, evaluate and discuss commercially and/or competitively sensitive information that is reasonably necessary to carry out commercial due diligence for the Transaction.
- 1.3 Capitalised terms used below that are not otherwise defined are defined in Section 5.
- 1.4 Any questions regarding these Clean Team Guidelines should be referred to: Jason Greene in the case of Berry and Thomas Saunderson in the case of RPC.

2. CONFIDENTIAL INFORMATION

- 2.1 The exchange of confidential information generally is governed by the provisions of a non-disclosure agreement dated 1 February 2019 (the "**Confidentiality Agreement**").

3. CLEAN TEAM ONLY INFORMATION

- 3.1 In addition to the provisions of the Confidentiality Agreement, the exchange of Clean Team Only Information must be made only in accordance with these Clean Team Guidelines.
- 3.2 Access to Clean Team Only Information shall only be provided to a (restricted) list of cleared individuals (the "**Clean Team**") set out in Annex 1, which will be agreed between (i) in the case of Berry, Jason Greene; and (ii) in the case of RPC, Thomas Saunderson.
- 3.3 Each Clean Team Member will execute the confidentiality acknowledgment set out in Annex 2.
- 3.4 Multiple Clean Rooms may be established, each with a specific purpose reasonably necessary for commercial due diligence of the Transaction, in which case:

- (i) the members of the specific Clean Room will be defined as the need arises and agreed between (i) in the case of Berry, Jason Greene; and (ii) in the case of RPC, Thomas Saunderson;
 - (ii) the members of the specific Clean Room will be listed in Annex 1; and
 - (iii) subject to paragraph 3.7, the members of a specific Clean Room will not disclose to anyone who is not a member of the same Clean Room the Clean Team Only Information that they have access to as part of that Clean Room.
- 3.5 To the extent a Clean Team Member has responsibility for decision making on sales, pricing, marketing or research and development, in relation to any areas where Berry and RPC compete, this member shall be quarantined from being involved in such decisions until the Transaction completes.
- 3.6 In the event that Berry does not make an offer for RPC or the Transaction does not complete for any reason, no Clean Team Member may have direct responsibilities for making decisions on sales, pricing, marketing or research and development, in relation to any areas where Berry and RPC compete. This restriction shall apply for a period of 18 months from the date on which Berry announces that it will not be proceeding with or completing the Transaction. On request from RPC, Berry shall confirm in writing its compliance with this paragraph 3.6, stating the names and roles of the individuals whose ordinary roles have been affected.
- 3.7 No reports, assessments or summaries of materials to which a member of a Clean Team has been given access (including, without limitation, all due diligence reports, synergy reports and similar documents) shall be distributed beyond the relevant Clean Team (including, without limitation, to Berry's board, advisers, brokers or lending banks) unless the Clean Team Only Information has been redacted or otherwise masked through aggregation and/or anonymizing the information in such a manner which would render the information no longer Clean Team Only Information. Such reports, assessments or summaries shall continue to be Confidential Information and will be covered by the Confidentiality Agreement.
- 4. OBLIGATION TO PROTECT CLEAN TEAM ONLY INFORMATION**
- 4.1 In relation to the Clean Team Only Information, each individual at Berry with access to the Clean Room shall sign a confidentiality acknowledgement in the format provided in Annex 2 governing use of Clean Team Only Information material before being granted access to the Clean Room.
- 4.2 Materials located in the Clean Room shall not be removed from the Clean Room, photographed or otherwise copied by any Clean Team Member.
- 4.3 No external adviser of Berry shall be designated as a Clean Team Member and, for the avoidance of doubt, no Clean Team Only Information shall be provided by Clean Team Members to Berry's financial advisers.

5. DEFINITIONS

5.1 The following definitions apply for the purposes of these Clean Team Guidelines:

- (i) **“Clean Room”** means the physical location designated by RPC which contains materials provided by RPC in an effort to facilitate commercial due diligence without giving rise to antitrust concerns related to the premature sharing of Clean Team Only Information;
- (ii) **“Clean Team Members”** means those individuals listed at Annex 1 (collectively the **“Clean Team”**);
- (iii) **“Clean Team Only Information”** means RPC Confidential Information that is designated by RPC (acting reasonably) as commercially sensitive, or is otherwise competitively sensitive and which could affect Berry’s market conduct or could affect current levels of competition between Berry and RPC. It includes (without limitation):
 - (a) information on polymer spend, including:
 - (I) information on polymer spend by region;
 - (II) top five polymer spends for each polymer grade type;
 - (III) information on volume and vendors; and
 - (IV) applicable pricing/rebates and terms;
 - (b) information about present or potential customers, including pricing, specific marketing plans, key contractual terms, product/service/site-specific development plans, or other specific customer information;
 - (c) status of negotiations with present or potential customers;
 - (d) key commercial terms of supply contracts or other major agreements including the terms of current or proposed future mandates;
 - (e) non-public current and future strategic plans, including relevant forward looking research, marketing plans and pipeline product information; and
 - (f) non-public pricing data; and
- (iv) **“Confidential Information”** has the meaning given to it in the Confidentiality Agreement.

27 February 2019

ANNEX 1
Clean Team Members

As agreed between Thomas Saunderson of RPC and Jason Greene of Berry, the Clean Team shall comprise:

- (i) Jason Greene, Chief Legal Officer, Berry
- (ii) Brett Bauer, EVP Strategic Corporate Development, Berry
- (iii) Ryan Ehlert, VP Corporate Development, Berry
- (iv) Brad Begle, Director Corporate Development, Berry

and such other individuals as are agreed from time to time between Thomas Saunderson of RPC and Jason Greene of Berry.

ANNEX 2
Confidentiality Acknowledgement

1. I, _____, have read the foregoing Clean Team Guidelines (the "**Guidelines**") for the protection and exchange of commercially and/or competitively sensitive information, and agreed to be bound by its terms with respect to any Clean Team Only Information.

2. I further agree:
 - (i) not to disclose to anyone any Clean Team Only Information other than as provided for in the Guidelines;
 - (ii) not to remove any materials from the Clean Room;
 - (iii) no to photograph or otherwise copy any materials in the Clean Room; and
 - (iv) to use Clean Team Only Information only under the provisions set out in the Guidelines.

3. I further agree that any Clean Team Only Information furnished to me will be used by me only for commercial due diligence in connection with the 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 provided for in the Guidelines.

Agreed and accepted on _____

Signature: _____

Title: _____

ANNEX 2
Confidentiality Acknowledgement

1. I, Brett Bauer, have read the foregoing Clean Team Guidelines (the "**Guidelines**") for the protection and exchange of commercially and/or competitively sensitive information, and agreed to be bound by its terms with respect to any Clean Team Only Information.

2. I further agree:
 - (i) not to disclose to anyone any Clean Team Only Information other than as provided for in the Guidelines;

 - (ii) not to remove any materials from the Clean Room;

 - (iii) no to photograph or otherwise copy any materials in the Clean Room; and

 - (iv) to use Clean Team Only Information only under the provisions set out in the Guidelines.

3. I further agree that any Clean Team Only Information furnished to me will be used by me only for commercial due diligence in connection with the 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 provided for in the Guidelines.

Agreed and accepted on 2/28/2019

Signature: 

Title: EVP

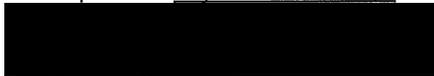
ANNEX 2
Confidentiality Acknowledgement

1. I, Ryan Ehler, have read the foregoing Clean Team Guidelines (the "**Guidelines**") for the protection and exchange of commercially and/or competitively sensitive information, and agreed to be bound by its terms with respect to any Clean Team Only Information.

2. I further agree:
 - (i) not to disclose to anyone any Clean Team Only Information other than as provided for in the Guidelines;
 - (ii) not to remove any materials from the Clean Room;
 - (iii) no to photograph or otherwise copy any materials in the Clean Room; and
 - (iv) to use Clean Team Only Information only under the provisions set out in the Guidelines.

3. I further agree that any Clean Team Only Information furnished to me will be used by me only for commercial due diligence in connection with the 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 provided for in the Guidelines.

Agreed and accepted on 2/28/2019

Signature: 

Title: VP Corp Development

ANNEX 2
Confidentiality Acknowledgement

1. I, Jason K. Greene, have read the foregoing Clean Team Guidelines (the "**Guidelines**") for the protection and exchange of commercially and/or competitively sensitive information, and agreed to be bound by its terms with respect to any Clean Team Only Information.

2. I further agree:
 - (i) not to disclose to anyone any Clean Team Only Information other than as provided for in the Guidelines;
 - (ii) not to remove any materials from the Clean Room;
 - (iii) no to photograph or otherwise copy any materials in the Clean Room; and
 - (iv) to use Clean Team Only Information only under the provisions set out in the Guidelines.

3. I further agree that any Clean Team Only Information furnished to me will be used by me only for commercial due diligence in connection with the 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 provided for in the Guidelines.

Agreed and accepted on 2/28/19

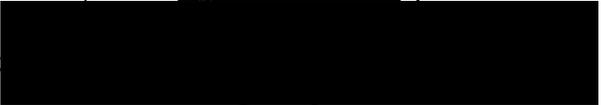
Signature: 

Title: Chief Legal Officer

ANNEX 2
Confidentiality Acknowledgement

1. I, BRADLEY R. BEGLE, have read the foregoing Clean Team Guidelines (the "**Guidelines**") for the protection and exchange of commercially and/or competitively sensitive information, and agreed to be bound by its terms with respect to any Clean Team Only Information.
2. I further agree:
 - (i) not to disclose to anyone any Clean Team Only Information other than as provided for in the Guidelines;
 - (ii) not to remove any materials from the Clean Room;
 - (iii) no to photograph or otherwise copy any materials in the Clean Room; and
 - (iv) to use Clean Team Only Information only under the provisions set out in the Guidelines.
3. I further agree that any Clean Team Only Information furnished to me will be used by me only for commercial due diligence in connection with the 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 provided for in the Guidelines.

Agreed and accepted on 02/28/2019

Signature: 

Title: Director Corporate Development