

## Project Zenden Clean Team Agreement

This Clean Team Agreement (the "**Agreement**") is entered into on 03 June 2026 by and between:

- (1) **FIRSTCASH HOLDINGS, INC.**, a company incorporated and registered in Delaware whose registered office is at 1600 W. 7th Street, Forth Worth, Texas 76102 ("**Offeror**"); and
- (2) **RAMSDENS HOLDINGS PLC**, a public limited company incorporated in England & Wales under company number 08811656 whose registered office is at 16 Falcon Court, Preston Farm Industrial Estate, Stockton-On-Tees, England, TS18 3TS ("**Target**").

Offeror and Target are together referred to as "the **Parties**" and individually as a "**Party**".

### 1 Introduction

- 1.1 Offeror and Target are in discussions in relation to a possible offer by Offeror to acquire the entire issued and to be issued share capital of Target (the "**Transaction**"). As Target is a publicly traded company in the United Kingdom, the City Code on Takeovers and Mergers (the "**Code**") will apply.
- 1.2 The Target has instructed Addleshaw Goddard LLP ("**AG**") in connection with the Transaction. The Target may in due course appoint additional external advisory firms in connection with the Transaction in line with the process set out in this Agreement (together with AG, the "**Target External Regulatory Clean Team**"). The Offeror has instructed Gowling WLG (UK) LLP ("**Gowling**") in connection with the Transaction. The Offeror may in due course appoint additional external advisory firms in connection with the Transaction in line with the process set out in this Agreement (together with Gowling, the "**Offeror External Regulatory Clean Team**" and, together with the Target External Regulatory Clean Team, the "**External Regulatory Clean Teams**"). For the avoidance of doubt, the External Regulatory Clean Teams will only consist of competition or regulatory lawyers or economists hired by the Target or the Offeror (as relevant) in connection with the Transaction, and will not include other counsel nor staff hired by the Target or the Offeror, as the case may be.
- 1.3 In their capacity as counsel to the Offeror, Gowling has received, and will continue to receive, information in relation to the Target in order to obtain the consent of one or more competition authorities or other regulatory bodies ("**Regulatory Information**"). The Parties recognise and accept that certain Regulatory Information is or may be competitively sensitive information ("**CSI**"), either if received by the Offeror (insofar as the Offeror is considered to be an actual or potential competitor of the Target) and/or if received by any actual or potential competitor of the Target that becomes a competing offeror (as such term is defined under the Code). As such, the Parties recognise and accept that the Target may mark certain Regulatory Information as suitable for sharing only on an "Outside Counsel Only" basis, with the disclosure of such information to be limited only to members of the Offeror External Regulatory Clean Team ("**Restricted Information**").
- 1.4 The Parties have entered into a confidentiality agreement dated 19 May 2026 (the "**Confidentiality Agreement**"). The Confidentiality Agreement shall apply to any Regulatory Information and/or Restricted Information and/or Offeror CSI (as defined below) and this Agreement shall not affect or supersede the confidentiality obligations of the Parties

pursuant to the Confidentiality Agreement, all of which remain in full force and effect. Should, however, any provision of this Agreement conflict with other confidentiality obligations of the Parties, the provisions of this Agreement shall prevail.

- 1.5 References in this Agreement to the Offeror and Target shall also apply to any company or undertaking which at the time falls within the Offeror or Target's group of companies.

## 2 **Restricted Information**

- 2.1 Restricted Information shall be provided only to the Offeror External Regulatory Clean Team. Such information will be clearly identified as being for external counsel only, either on its face or in accompanying correspondence.

- 2.2 The Offeror shall procure that all members of the Offeror External Regulatory Clean Team ensure that the Restricted Information is kept strictly confidential and disclosed only to:

2.2.1 members of the Offeror External Regulatory Clean Team; and

2.2.2 competent antitrust and/or other regulatory authorities, as required for the purposes of obtaining merger control or other regulatory clearances,

except insofar as otherwise permitted under the terms of this Agreement or as is required by: (i) applicable law or regulation; (ii) any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or (iii) by the rules of, or at the reasonable request of, any stock exchange on which the shares of the parties are traded.

- 2.3 Notwithstanding clause 2.2, the members of the Offeror External Regulatory Clean Team shall be permitted to communicate advice, opinions, reports or analyses to the Offeror based on Restricted Information, so long as any such communications do not contain or enable the Offeror to deduce or calculate the Restricted Information itself and are appropriately redacted, aggregated, or otherwise cleaned so as not to include or enable the recipient to deduce or calculate Restricted Information or any information derived from Restricted Information which would be CSI for the purposes of the Competition Act 1998.

- 2.4 The Offeror External Regulatory Clean Team comprises, as at the date of this Agreement, competition or regulatory lawyers who are partners or employees of Gowling. The Offeror is entitled to add to, remove and/or substitute the members of their Offeror External Regulatory Clean Team at any time, subject to receiving written consent from the Target (such consent not to be unreasonably withheld or delayed) and, where required, the UK Panel on Takeovers and Mergers (the "**Panel**").

- 2.5 In the event that discussions between the Target and the Offeror concerning the Transaction are terminated:

2.5.1 all Regulatory Information will be returned to the Target or destroyed, deleted or erased according to the terms outlined in the Confidentiality Agreement; and

2.5.2 the obligations set out under this Agreement shall continue in full force until the date that is two years from the date of the Confidentiality Agreement.

- 2.6 Gowling and any other member of the Offeror External Regulatory Clean Team as updated from time to time shall each provide to the Panel a written confirmation substantially in the forms set out in Appendix 1, Parts A and B, or in such other form as the Panel may require. The Offeror shall take all necessary steps to ensure that it and all members of the Offeror

External Regulatory Clean Team each comply with the confirmations set out in Appendix 1, Parts A and B and the arrangements set out in Appendix 2 in respect of Restricted Information disclosed by the Target.

- 2.7 The Offeror shall procure that a list of key individuals who may receive Restricted Information shall be maintained by Gowling and there shall be a nominated individual at Gowling primarily responsible for ensuring compliance with the relevant provisions of this Agreement (the "**Responsible Person**") insofar as it is within the power of the Responsible Person to do so.
- 2.8 The Offeror shall procure that all members of the Offeror External Regulatory Clean Team keep all Regulatory Information and any copies thereof secure and in such a way as to prevent unauthorised access by any third party.
- 2.9 The Offeror shall procure that all members of the Offeror External Regulatory Clean Team shall keep the Restricted Information and any copies thereof secure and in such a way as to prevent unauthorised access by anyone other than members of the Offeror External Regulatory Clean Team.
- 2.10 The Offeror shall, and shall procure that the Offeror External Regulatory Clean Team shall, inform the Parties if it becomes aware that any Regulatory Information or Restricted Information has been disclosed to any person otherwise than in accordance with this Agreement.
- 2.11 In the event that documents or other written information or data are inadvertently or unintentionally provided ("**Inadvertently Produced Documents**") to the Offeror or its representatives in the course of the Transaction, the Target may demand in writing the return or destruction, deletion or erasure of any Inadvertently Produced Documents. Upon receipt of such a written demand, the Offeror or its representatives shall promptly deliver to the Target or destroy, delete or erase all copies of the Inadvertently Produced Documents, except to the extent otherwise required by law or by any applicable regulatory requirements or so as to comply with a bona fide records retention policy, and shall undertake reasonable measures to ensure that the Inadvertently Produced Documents and the information or data contained therein are not further disseminated.

### 3 **Offeror CSI**

- 3.1 The Parties acknowledge that, in their capacity as counsel to the Target, AG may receive information in relation to the Offeror that is or may be CSI for the purposes of assisting with obtaining the consent of one or more competition authorities or other regulatory bodies. As such, the Parties recognise and accept that the Offeror may mark certain such regulatory information as suitable for sharing only on an "Outside Counsel Only" basis, with the disclosure of such information to be limited only to members of the Target External Regulatory Clean Team ("**Offeror CSI**").
- 3.2 The Parties agree that clauses 2.1 to 2.5 (inclusive) and clauses 2.8 to 2.11 (inclusive) shall apply to the sharing of Offeror CSI *mutatis mutandis* whereby all references to the Offeror shall be to the Target, all references to the Target shall be to the Offeror, all references to Restricted Information shall be to Offeror CSI, all references to Offeror External Regulatory Clean Team shall be to Target External Regulatory Clean Team, all references to Gowling

shall be to AG and the reference to "Regulatory Information or" in clause 2.10 shall be deemed to have been deleted.

#### 4 **Miscellaneous**

- 4.1 This Agreement, its terms, and the activities conducted pursuant to this Agreement, constitute Confidential Information pursuant to the Confidentiality Agreement. Each Party shall and shall procure that this Agreement and its terms are not disclosed to anyone except insofar as permitted under the terms of this Agreement or as is required by: (i) applicable law or regulation; (ii) any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or (iii) the rules of, or at the request of, any stock exchange on which the shares of the relevant Parties are traded, provided that a copy of this Agreement may be: (x) provided to the Panel; (y) posted to any website required to be maintained by the Code; and (z) summarised in any document required to be issued publicly in connection with execution of the Transaction to the extent required by applicable law or regulation.
- 4.2 This Agreement shall be binding upon each Party's respective successors, legal representatives and permitted assigns. This Agreement is solely for the benefit of the Parties hereto.
- 4.3 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.
- 4.4 The Offeror shall, and shall procure that the Offeror External Regulatory Clean Team shall, promptly notify the Target upon becoming aware of any breach of this Agreement or any of the confirmations provided to the Panel. The Target shall, and shall procure that the Target Regulatory Clean Team shall, promptly notify the Offeror upon becoming aware of any breach of this Agreement.
- 4.5 The Parties acknowledge and agree that a breach of this Agreement may cause continuing and irreparable injury to the business of the other Party as a direct result of such violation, for which remedies at law may be inadequate, and that the Parties may therefore be entitled, in the event of any actual or threatened violation of this Agreement or the confirmations provided by the Offeror or any external adviser to the Offeror, and in addition to any other remedies available to it, to seek specific performance and injunctive or other equitable relief as a remedy against the other Party for such actual or threatened violation of this Agreement, and no proof of special damages may be necessary to enforce the terms of this Agreement.
- 4.6 No failure or delay by any Party 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.
- 4.7 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- 4.8 This Agreement may not be amended or modified except by a written agreement signed by each Party.

- 4.9 This Agreement and any non-contractual or other obligations arising out of or in connection with it are governed by English law.
- 4.10 The courts of England have jurisdiction to settle any dispute arising from or in connection with this Agreement (including a dispute relating to non-contractual obligations arising from or in connection with this Agreement or a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity) (a "**Dispute**").
- 4.11 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 4.12 Each Party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any suit, action or proceedings ("**Proceedings**") and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.

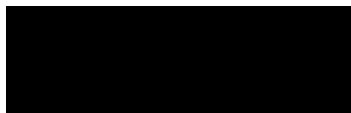


**SIGNED** by Doug Orr  
for and on behalf of FIRSTCASH  
HOLDINGS, INC.

**SIGNED** by  
for and on behalf of RAMSDENS  
HOLDINGS PLC

**SIGNED** by  
for and on behalf of FIRSTCASH  
HOLDINGS, INC.

**SIGNED** by Peter Kenyon  
for and on behalf of RAMSDENS  
HOLDINGS PLC



## Appendix 1 Part A - Offeror

The Panel on Takeovers and Mergers  
One Angel Court  
London  
EC2R 7HJ

Attention: [REDACTED]

Unless otherwise stated, defined terms used in this letter shall be as set out in Practice Statement 30 entitled "Rule 21.3 – Information required for the purpose of obtaining regulatory consents".

FirstCash Holdings Inc. ("**Offeror**") is currently in discussions with Ramsdens Holdings PLC ("**Target**") in connection with a possible offer for Target.

Pursuant to Practice Statement 30 paragraph 4.1(c), the Offeror hereby confirms that:

- it waives any rights to request the Restricted Information from any member of the Clean Team and waives any legal or professional obligations of disclosure which any member of the Clean Team may owe to the Offeror in respect of the Restricted Information;
- no director or employee of the Offeror will receive or have access to any Restricted Information until the offer becomes unconditional; and
- it will promptly inform the Executive if any Restricted Information comes into its possession.

Please contact [REDACTED] (telephone: [REDACTED]; email: [REDACTED]@handt.co.uk) if you have any queries or require any further information.

Yours faithfully

For and on behalf of the FirstCash Holdings, Inc.

## Part B – External Regulatory Clean Team

The Panel on Takeovers and Mergers  
One Angel Court  
London  
EC2R 7HJ

Attention: [REDACTED]

Unless otherwise stated, defined terms used in this letter shall be as set out in Practice Statement 30 entitled "Rule 21.3 – Information required for the purpose of obtaining regulatory consents".

Gowling WLG (UK) LLP (the **Offeror Advisor**) is acting for FirstCash Holdings Inc. (the **Offeror**) in connection with its potential offer for Ramsdens Holdings PLC (**Target**).

We note that Target proposes to limit disclosure of certain information to us on an 'external counsel only' basis.

Pursuant to Practice Statement 30 paragraph 4.1(d), the Offeror Advisor confirms that:

- it will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the Offeror or any person outside the Clean Team other than the relevant regulatory authorities;
- effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the Clean Team; and
- it will promptly inform the Executive if it becomes aware that any Restricted Information has come into the possession of anyone other than the members of the Clean Team.

The members of the Offeror Advisor that will be admitted to the Clean Team shall be:

- [REDACTED], Partner, [REDACTED]
- [REDACTED], Partner; and
- support staff as necessary.

[REDACTED] of Gowling WLG (UK) LLP shall be the Offeror Advisor who will take responsibility for ensuring that the procedures and information barriers will be implemented and complied with by the Clean Team. He shall also be the Offeror Advisor who will take responsibility for reviewing all advice to be provided to the Offeror to ensure that it does not disclose any Restricted Information or any other information which enables the Offeror to deduce the Restricted Information.

Please contact [REDACTED] (tel: + [REDACTED] / email: [REDACTED]@uk.gowlingwlg.com) or [REDACTED] (tel: [REDACTED] / email: [REDACTED]@uk.gowlingwlg.com) at Gowling WLG (UK) LLP if you have any queries or require any further information.

Yours faithfully

For and on behalf of Gowling WLG (UK) LLP

## Appendix 2

1. Restricted Information will not be received by or made available to the Offeror, provided, however, that members of the Offeror External Regulatory Clean Team may share the conclusions that they reach based on Restricted Information for the purposes of providing Offeror with advice related to the Transaction, provided that such conclusions will not disclose Restricted Information or any other information that enables the recipient to deduce Restricted Information. Pursuant to paragraph 4.1(b) of Practice Statement 30 of the Panel, Gowling confirms that [REDACTED] has been appointed as the individual who will review all advice to be provided by any member of the Offeror External Regulatory Clean Team to the Offeror to ensure that it does not disclose any Restricted Information or any other information which enables the Offeror to deduce Restricted Information.
2. To the extent that any merger notifications, filings and submissions are in due course produced and include Restricted Information and (whether in draft or as submitted) are shared with the Offeror, Restricted Information will be redacted before these documents are shared with the Offeror.
3. To the extent that the Offeror or any of its other advisers (not being members of the Offeror External 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, then appropriate arrangements will be put in place to ensure that no Restricted Information is provided to the Offeror or such other advisers.
4. Restricted Information will be provided separately from any other data and information being provided in connection with the Transaction (e.g. other business information needed for antitrust analysis, any other information exchanged by the Parties for the purposes of due diligence or other analysis required in connection with the Transaction).
5. Restricted Information will clearly be identified as "*outside counsel only*" by the Target and/or AG.
6. Restricted Information will be properly ring-fenced by the receiving external advisers (including from the corporate and transactional legal deal teams).
7. To the extent that 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 or maintained in a folder or storage to which there is restricted access limited to members of the Offeror External Regulatory Clean Team.
8. To the extent that Restricted Information is provided via a dedicated online data room (the "**VDR**"), only the members of the Offeror External Regulatory Clean Team will have access to the relevant portion of the VDR.
9. The Panel will be promptly notified in the event that any Restricted Information does come into the possession of the Offeror or any of its advisers who do not form part of the Offeror External Regulatory Clean Team.