
CLEAN TEAM AGREEMENT

THIS AGREEMENT is dated 3 March 2025 and made

BETWEEN:

- (1) Dar Al-Handasah Consultants Shair and Partners Holdings Ltd whose registered office is at the Dubai international Finance Centre and company number is CL1159 with the principal place of business at Index Tower, 2401, DIFC, Dubai, United Arab Emirates (together with its subsidiaries and affiliates, "**Sidara**"); and
- (2) John Wood Group PLC whose registered office is at Sir Ian Wood House Hareness Road, Altens Industrial Estate, Aberdeen, Scotland, AB12 3LE and company number is SC036219 (together with its subsidiaries and affiliates, "**Company**");

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

WHEREAS:

- (A) In connection with the possible offer by Sidara for the Company (the "**Potential Transaction**"), the Parties recognise that they each require access to information that the other 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 clean team agreement (the "**Agreement**") is to set out the terms on which Clean Team Information shall be exchanged between the Parties.
- (D) The Parties will, on or around the date of this Agreement, also enter into a confidentiality agreement (the "**NDA**"), which sets out the terms on which the Parties shall disclose Confidential Information to each other in relation to the Potential Transaction. The Parties are also parties to a Joint Defence Agreement entered into on or about the date of this Agreement (the "**JDA**"). This Agreement shall be read in addition to and interpreted in conjunction with the

NDA and the JDA.

1. GENERAL INFORMATION SHARING RULES

- 1.1 Where documents 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 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 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) 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 external legal 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 sign a copy of the form contained in Annex C, as may be amended from time to time by the Parties by mutual written consent. 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.

- 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 also 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) non-public pricing, margin or cost data at product or project level;
- (B) non-public current and future strategic plans, including relevant forward-looking R&D marketing and expansion plans;
- (C) information about present or potential customers or ongoing projects, including pricing, specific marketing plans, key contractual terms, project/product/service development plans, or other specific customer or project 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 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

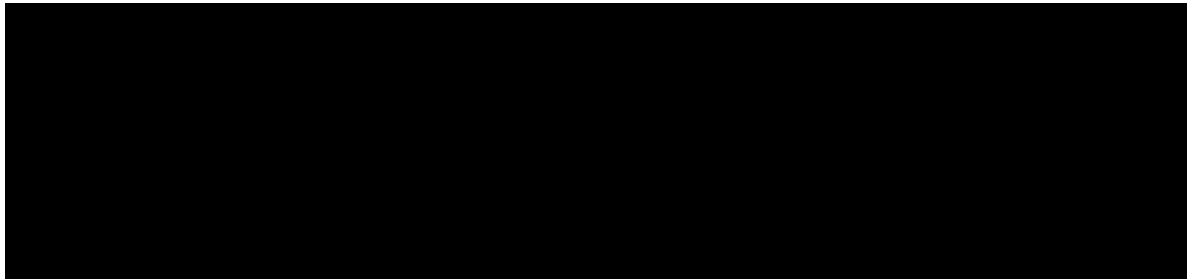
needs to disclose information based on Clean Team Information to someone who is not on the relevant Clean Team, they shall submit all sections of draft reports or other documents that include, reference or are based on any Clean Team Information for the review and approval of the receiving Party's external 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 and/or aggregated to ensure it is no longer commercially sensitive. For some information, it may not be possible to sufficiently redact 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.

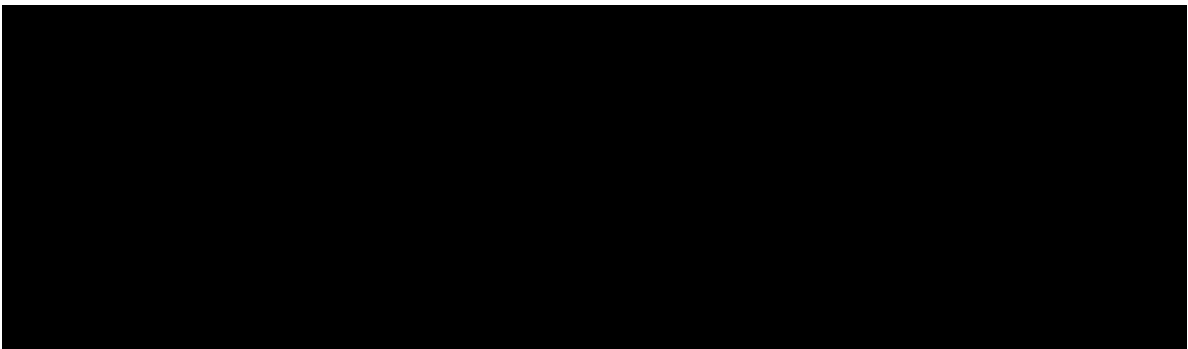
4. LEGAL CONTACTS

- 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 Contacts for Company are:



The Legal Contacts for Sidara are:



- 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 or regulation, destroy or return 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; or (ii) they cease to be a Clean Team Member (whichever occurs sooner).
- 5.3 The Parties agree that any information designated "Clean Team Information" under Clause 3.1 of the Clean Team Agreement dated 13 June 2024 (the "**Willow CTA**"):
- (A) where it was not destroyed or returned by the receiving Party pursuant to Clause 5.2 of the Willow CTA, or was otherwise destroyed but is recoverable, can be recovered by the receiving Party and accessed by their Clean Team Members as appointed under Clause 2.1 of this Agreement;
 - (B) shall be treated as Clean Team Information under this Agreement and subject to this Agreement in full; and
 - (C) for the avoidance of doubt, will be inaccessible to the receiving Party's Clean Team Members appointed under Clause 2.1 of the Willow CTA (and any other individuals from the receiving Party) unless they become Clean Team Members under Clause 2.1 of this Agreement, in which case the obligations for Clean Team Members and the Parties under this Agreement shall apply (including the Cool-off Period set out in Clause 2.3).
- 5.4 The Parties agree that the Willow CTA shall be terminated in its entirety with effect from the execution of this Agreement and the Parties agree and acknowledge that no Party thereto (and no third party beneficiary) shall have any further rights or obligations under the Willow CTA (save in respect of any breach occurring prior to termination).

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 JDA 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 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.

Signed by.....
for and on behalf of **Sidara** (Authorised signatory)

Signed by.....
for and on behalf of **Company** (Authorised signatory)

Agreement.

7. GOVERNING LAW

7.1 This Agreement is governed by and shall be construed in accordance with English law.

Signed by.....
for and on behalf of **Sidara**

.....
(*Authorised signatory*)

Signed by.....
for and on behalf of **Company**

.....
(*Authorised signatory*)

ANNEX A

List of Sidara Employee Clean Team Members

Entity	Name	Role	Email address
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[REDACTED]			
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List of Sidara External Advisers

Entity	Role
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[REDACTED]	
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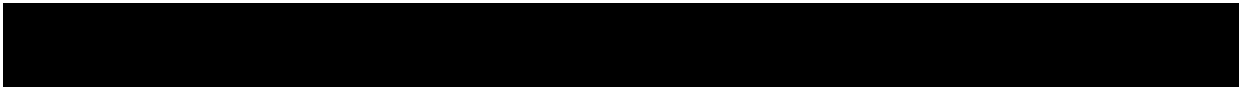
ANNEX B

List of Company Employee Clean Team Members

Entity	Name	Role	Email address

List of Company External Advisers

Entity	Role



ANNEX C

Compliance Confirmation Statement

1. I, _____, have read the foregoing 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.

Agreed to and Accepted on _____ (date)

Signature: _____

Title: _____