

STRICTLY PRIVATE AND CONFIDENTIAL

From:

John Wood Group PLC, a public limited company incorporated under the laws of Scotland with registered number SC036219 and whose registered office is at Sir Ian Wood House, Hareness Road, Altens Industrial Estate, Aberdeen (the "**Company**")

To:

Dar Al-Handasah Consultants Shair and Partners Holdings Ltd, a company incorporated under the laws of Dubai and registered with the Dubai International Finance Centre with registered number CL1159 and whose principal place of business is at Index Tower, 2401, DIFC, Dubai, United Arab Emirates ("**Sidara**")

For the attention of:

[REDACTED]

26 February 2025

Dear Sirs

Project Sirius

In connection with our mutual consideration of the Proposal, we intend to provide each other with Confidential Information on the terms set out in this letter. Your obligations are given by you in favour of us and each member of our Group. Our obligations are given by us in favour of you and each member of your Group.

1. INTERPRETATION

In this letter, the following definitions shall apply:

"**acting in concert**" means co-operating pursuant to an agreement or understanding (whether formal or informal) in the acquisition (directly or indirectly) of securities of the Company to obtain or consolidate control of the Company ("**control**" for the purposes of this definition having the meaning given to it by the Code);

"**Affiliate**" means, in relation to any person or entity, any person or entity who or which, directly or indirectly, controls, is controlled by, or is under common control with, such person or entity, including (without limitation) any of that person or entity's group undertakings and associated undertakings;

"**Agent**" means:

- (A) in the case of Sidara, each of your Affiliates and any of your or their respective directors, officers, employees, agents or professional advisers; and

- (B) in our case, each member of our Group and any of our and their respective directors, officers, employees, agents or professional advisers;

"associated undertakings" has the meaning ascribed to it in Schedule 6 of the Large and Medium sized Companies and Groups (Accounts and Reports) Regulations 2008 (SI 2008/410) (but for this purpose ignoring paragraph 19(1)(b) of Schedule 6 of those Regulations);

"Code" means the City Code on Takeovers and Mergers, as amended from time to time;

"Confidential Information" means:

- (A) all Information relating directly or indirectly to the Proposal, including the existence and potential terms of the Proposal and this letter and of any discussions and negotiations between you and us (or, in each case, our respective Agents), the fact that the parties have been willing to enter into such discussions and negotiations and your prospective interest in the Proposal and/or the transaction contemplated by the Proposal, the fact that the Provider has made Information of the type described in sub-paragraph (B) below available to the Recipient, and the terms and conditions of the Proposal discussed between you and us (or, in each case, our respective Agents); and
- (B) all Information relating to any member of the Provider's Group including, without limitation, Information relating to the employees, property, assets, business, trading practices, strategy, plans, proposals and/or trading prospects of any member of the Provider's Group, disclosed by or acquired in any way (and whether directly or indirectly or before, on or after the date of this letter) from the Provider or any other member of the Provider's Group or from any of its or their respective Agents and includes all copies of any such Information and Information prepared by the Recipient or its Agents which contains or otherwise reflects or is generated from such Information,

which, for the avoidance of doubt, will include Information disclosed by either party under the terms of the Willow Confidentiality Letter BUT EXCLUDING:

- (C) all Information that is in, or has (at the same time as or after disclosure to or acquisition by the Recipient or its Agents) entered, the public domain otherwise than: (a) as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter; or (b) which the Recipient knows (or ought to know or to have known having made reasonable enquiry) to have been disclosed in breach of any duty of confidentiality owed to the Provider or any other member of the Provider's Group or the Provider's or their respective Agents;
- (D) in relation to (B) only, all Information that the Recipient can show by its or their Agent's written records was properly and lawfully in the Recipient's or its Agents' possession prior to the time that it was disclosed by or acquired from the Provider or any member of the Provider's Group or any of its Agents and provided that such Information is not known by the Recipient or any of its Agents to be subject to any other duty of confidentiality owed to the Provider Group or any of its Agents;
- (E) information which becomes available to the Recipient from a source other than the Provider or any member of the Provider's Group or their respective Agents prior to the

time it was disclosed by the Provider or any member of the Provider's Group or their respective Agents (as applicable), and provided that the Recipient does not know or ought reasonably to suspect such source to be bound by any obligation or duty of confidentiality to the Provider or any member of the Provider's Group or their respective Agents in relation to such information; and

- (F) information which was or is independently developed by the Recipient without reference to the Confidential Information;

"control" (together with its correlative meanings, **"controlled by"** and **"under common control with"**) means, with respect to any person or entity, the possession, directly or indirectly, of power to direct or cause the direction of the strategy, management, business, activities or policies of such person or entity (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise);

"Data Incident" has the meaning given in sub-paragraph 6.1(B);

"Data Protection Law" means any applicable data protection and privacy laws, regulations and other similar instruments in any jurisdiction, including the UK GDPR;

"Group" means:

- (A) in our case, the Company and its group undertakings and associated undertakings from time to time; and
- (B) in the case of Sidara, Sidara and its group undertakings and associated undertakings from time to time;

"group undertakings" has the meaning ascribed to it in section 1161 of the Companies Act 2006;

"Information" means all information of whatever nature and in whatever form, including (without limitation) in writing, orally, electronically and in a visual or machine-readable medium including CD-ROM, magnetic and digital form;

"interest in securities" has the meaning given to it in the Code;

"Interloper Announcement" means: (i) a possible offer announcement (in accordance with Rule 2.4 of the Code); or (ii) the announcement of a firm intention to make an offer (in accordance with Rule 2.7 of the Code), in each case, to acquire the entire issued and to be issued share capital of the Company, by a party other than Sidara, any of Sidara's Agents or any person acting in concert with Sidara;

"Panel" means the UK Panel on Takeovers and Mergers;

"person" includes a reference to an individual, a body corporate, government body, association or partnership (in whatever form and whether or not having separate legal personality);

"Personal Data" has the meaning given to it in the UK GDPR;

"Proposal" means: (i) the proposed acquisition by you or by any of your Affiliates of the entire issued and to be issued share capital of the Company, whether by a takeover offer or a scheme of arrangement (in each case, as defined in the Companies Act 2006), including any financing thereof, and all other aspects connected thereto, and (ii) the proposed refinancing of the Group;

"Provider" means, as the context requires, the party (either directly or indirectly through any of its Agents) that provides any Information to the Recipient or to any of the Recipient's Agents;

"Recipient" means, as the context requires, the party (and/or any of its Agents) that receives any Information (either directly or indirectly) from the Provider or any of its Agents;

"Rule 2.8 Statement" means a statement confirming that Sidara does not intend to make an offer for the Company in accordance with Rule 2.8 of the Code;

"securities" means any shares or security in the capital of the relevant company, any option to acquire any such share or security and any derivative relating to, or any rights whatsoever in respect of, any such share or securities;

"Third Party" has the meaning given in sub-paragraph 13.2;

"UK GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, as such regulation forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced under United Kingdom domestic law from time to time;

"UK MAR" means the Market Abuse Regulation (EU) No 596/2014, as such regulation forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced under United Kingdom domestic law from time to time;

"Unauthorised Use" has the meaning given in sub-paragraph 6.1(B);

"voting rights" has the meaning given to it in the Code;

"we" means the Company and cognate expressions shall be construed accordingly;

"Willow Confidentiality Letter" means the confidentiality letter entered into between the Company and Sidara dated 12 June 2024; and

"you" means Sidara and cognate expressions shall be construed accordingly.

- 1.2 In this letter, references to **"writing"** shall include any modes of reproducing words in any legible form and shall include email.

2. NON-DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

- 2.1 The Recipient will treat and keep all Confidential Information as secret and confidential and will not, without the Provider's prior written consent, directly or indirectly communicate, disclose,

copy or distribute (whether in writing, orally or in any other manner) Confidential Information to any other person other than as provided in paragraph 3.

- 2.2 The Recipient will ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to its own confidential information and in any case, with no less than reasonable measures and a reasonable degree of care, in each case taking into account the nature of the Proposal and the fact that the Proposal and/or the Confidential Information may constitute or contain unpublished price-sensitive or inside information.
- 2.3 The Recipient will not use any Confidential Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than directly in connection with the evaluation, negotiation or implementation of the Proposal.
- 2.4 The Recipient will, to the extent permitted by law or regulation, notify the Provider of the full circumstances of any breach, or threatened breach, of this letter as promptly as possible after becoming aware of such breach or threatened breach (including, without limitation, the disclosure of Confidential Information to an unauthorised third party).

3. EXCEPTIONS AND RESTRICTIONS

- 3.1 The restrictions in sub-paragraph 2.1 do not apply to the disclosure of Confidential Information:
 - (A) with the Provider's prior written consent;
 - (B) to the Recipient's Agents who have a clear need to know such Confidential Information for the purposes of the Recipient's evaluation or pursuit of the Proposal;
 - (C) which is required to be disclosed by law or the rules of any applicable regulatory, governmental or supervisory organisation or otherwise in connection with any judicial, regulatory or administrative proceeding, including, without limitation, the Panel (but subject to paragraph 5).
 - (D) to the Panel in connection with your or our discussions concerning any aspect of the Proposal; and
 - (E) to the extent it would restrict the board of directors of the Company in relation to any matter contrary to Rule 2.3(d) of the Code.
- 3.2 The Recipient will ensure that each person to whom any Confidential Information is disclosed by the Recipient in accordance with sub-paragraphs 3.1(A) to 3.1(B) (inclusive) of this letter observes the terms of this letter as if they were a party to the letter and had undertaken the same obligations as are undertaken by the Recipient. The Recipient will be responsible for any breach of the terms of this letter by any person to whom any Confidential Information is disclosed by the Recipient under sub-paragraphs 3.1(A) to 3.1(B) (inclusive) (save that sub-paragraph 7.4 and paragraph 8 shall not apply to the Company's or Sidara's professional advisers or to any permitted disclosees under sub-paragraph 3.1(B)).

- 3.3 You agree that you will not and will procure that any person acting in concert with you who is acting under the instruction of, or in collaboration with you or any of your Affiliates in relation to the Proposal will not (directly or indirectly) initiate or engage in or have any contact of any kind whatsoever with Morgan Stanley & Co International plc, J.P. Morgan or any of their respective Affiliates in connection with those organisations providing financing for the Proposal.

4. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 4.1 The Recipient will, upon written demand by the Provider:
- (A) within seven days of such demand, destroy or return (or procure the destruction or return) to the Provider (at the Recipient's option) all originals and hard copy documents and all other materials which are in a form reasonably capable of delivery or destruction (including, without limitation, computer disks and USB drives) containing or reflecting any Confidential Information and all copies thereof which have been made by or on behalf of the Recipient or its Agents other than their own proprietary information which they will destroy and will instruct its Agents in writing to do the same; and
 - (B) ensure that where Confidential Information has not been returned or destroyed under sub-paragraph (A) above, no step will be taken to access or recover such Confidential Information from any computer, data room, word-processor, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine-readable form, and that the Recipient and its Agents will continue to hold such Confidential Information subject to the terms of this letter.
- 4.2 In addition, if requested, the Recipient will, within seven days of such request, provide to the Provider a certificate addressed to the Provider and signed by a duly authorised representative confirming, to the best of the representative's knowledge, having made reasonable enquiries, compliance with paragraph 4.1 by the Recipient and its Agents, subject to paragraph 4.3.
- 4.3 Notwithstanding the obligations in this sub-paragraph 4, the Recipient and its Agents will be entitled to retain such copies of such Confidential Information as is: (i) required to be retained by law or regulation or the Recipient's or its Agent's internal retention policy (as applicable); or (ii) contained in any electronic file pursuant to any routine back-up or archiving procedure, provided that such file is not generally accessible or accessed beyond the need for disaster recovery or similar procedures. The Recipient will continue to hold any Confidential Information that is permitted to be retained pursuant to this sub-paragraph 4 on the terms of this letter.

5. ANNOUNCEMENTS

- 5.1 Subject to sub-paragraphs 5.2 and 5.3, and other than as provided by paragraph 3, neither party will make, or permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of any Confidential Information without the prior written consent of the other, provided always that at any time when the restrictions in sub-paragraph 8.1 do not apply by virtue of sub-paragraph 8.3, you will not be restricted by this letter from making any announcement or disclosure containing Confidential Information (for this purpose, Confidential Information having only the meaning in paragraph (A) of the definition of "Confidential Information").

- 5.2 If either party becomes (or it is reasonably likely that it will become) compelled by law or the rules or request of any applicable regulatory, governmental or supervisory organisation to whose jurisdiction it is subject, to disclose any Confidential Information, the party making the disclosure will, where and to the extent permitted by law or any such rule or request, notify the other party promptly, consult with such other party and take account of its reasonable requests so as to prevent or minimise that disclosure.
- 5.3 Where either party makes a disclosure of Confidential Information under sub-paragraph 5.2, the disclosure will (to the extent permitted by law or regulation) be made only after prompt consultation with the other party, made in good faith, and after taking into account such other party's reasonable requests as to its timing, content and manner of making.
- 5.4 Where, in accordance with sub-paragraph 5.3, the party making the disclosure is not permitted to consult with the other party before disclosure is made, the disclosing party will, to the extent permitted by law or regulation, inform the other party of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.
- 5.5 The provisions of this paragraph 5 shall not prevent Sidara from announcing that it does not intend to make an offer for the Company under Rule 2.8 of the Code (in respect of which announcement paragraph 12 shall apply).
- 5.6 Any notification which is required pursuant to this letter will be made promptly by email to the persons specified in relation to the relevant party in the execution clauses below or to such other person or contact details as either party may notify in respect of itself to the other party in writing from time to time.

6. PERSONAL DATA

- 6.1 You acknowledge that Confidential Information may include Personal Data, the handling or processing of which may be subject to the requirements of Data Protection Law. Without limitation to any other term of this letter, in relation to any Personal Data comprised within the Confidential Information, you will:
 - (A) comply with all relevant provisions of Data Protection Law;
 - (B) upon becoming aware of any: (a) unauthorised or unlawful disclosure or processing of such Personal Data ("**Unauthorised Use**"); or (b) the loss, alteration, misuse, corruption or destruction of, or damage to, such Personal Data (a "**Data Incident**"), notify us within 48 hours of such Unauthorised Use or Data Incident;
 - (C) notify us within 48 hours if you receive any communication (including, without limitation, from the UK Information Commissioner's Office) which relates to such Personal Data or to your or our compliance with Data Protection Law in respect of such Personal Data;
 - (D) promptly provide to us such reasonable co-operation, information and assistance as we may from time-to-time reasonably request to enable us to comply with our obligations under Data Protection Law; and

(E) only process such Personal Data outside of the United Kingdom or the European Economic Area without the prior written consent of the Company if:

- (i) the country or territory to which the Personal Data is to be transferred or in which it will be processed is deemed adequate by the European Commission (and/or, where applicable, the UK Information Commissioner's Office) pursuant to Data Protection Law; or
- (ii) you have previously entered into standard contractual clauses for international data transfers, or an equivalent agreement in an appropriate standard form, in each case which are approved by the UK Information Commissioner's Office or Secretary of State under Data Protection Law ("**UK SCCs**") with us. In the event of a conflict between those UK SCCs and the provisions of paragraph 6 of this letter, the UK SCCs shall prevail.

6.2 You will ensure that before any Personal Data is disclosed by you in accordance with paragraph 3 to any of your Agents, each such person is aware of their duties under Data Protection Laws with respect to Personal Data.

7. AUTHORISED CONTACT

7.1 In connection with the Proposal, you will, and shall direct that anyone to whom you disclose Confidential Information in accordance with paragraph 3 will, only make contact with the directors, officers, employees, consultants, agents, advisers or bankers of any member of our Group only through our Chair, Chief Executive Officer, Chief Financial Officer, Company Secretary and our advisers at Rothschild & Co, J.P. Morgan Cazenove, Morgan Stanley, Europa Partners and Slaughter and May, together with such other people who may from time to time be notified to you by us in writing.

7.2 In connection with the Proposal, we will, and shall direct that anyone to whom we disclose Confidential Information in accordance with paragraph 3 will, only make contact with the directors, officers, employees, consultants, agents, advisers or bankers of any member of your Group only through [REDACTED], [REDACTED] and your advisers at Greenhill & Co. International LLP, Goldman Sachs and Allen Overy Shearman Sterling LLP, together with such other people who may from time to time be notified to us by you in writing.

7.3 You will not, and shall direct that anyone to whom you disclose the Proposal and Confidential Information in accordance with paragraph 3 will not, without our prior written consent (including as to the nature and content of the communication), directly or indirectly initiate or engage in or have any contact of any kind whatsoever in connection with the Proposal with:

- (A) any shareholder of the Company for a period of one year after the date of this letter, provided that:
 - (i) notwithstanding the foregoing, in the event that the restrictions in sub-paragraph 8.1 do not apply by virtue of sub-paragraph 8.2, then you will not be restricted from approaching any shareholder of the Company to seek

irrevocable undertakings to accept or vote in favour of your Proposal or to acquire shares in or other securities related to shares in the Company; and

- (ii) without prejudice to paragraph 3, nothing in this paragraph 7.3 shall prevent you or your Affiliates from engaging with your or their shareholders or investors in connection with the Proposal or otherwise, including, for the avoidance of doubt, in connection with the existence of this letter or discussions with us, in each case in their capacity as your shareholders or investors, even if such shareholders or investors are also shareholders or investors of the Company or any other member of our Group; or

(B) the persons listed in Appendix 1 in their capacity as our Group's existing debt providers.

- 7.4 Subject to sub-paragraph 7.5 and subject always to applicable law, during the period of 12 months from the date of this letter, neither party nor their respective Affiliates will directly or indirectly solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any person to whom they have come into contact in connection with the Proposal and who is at any time during the negotiations concerning the Proposal working for the other party or any member of its Group (whether as an employee or consultant or independent contractor) either in a senior capacity or directly engaged in the negotiations relating to the Proposal, whether or not that person would commit any breach of their contract by ceasing to work for the relevant party or the relevant member of its Group.
- 7.5 Nothing in sub-paragraph 7.4 will prevent either party from considering and accepting an application made by any such person or employee: (i) in response to a recruitment advertisement published generally and not specifically directed at the employees of any member of the other party's Group; (ii) if such person approaches the relevant party on an unsolicited basis; or (iii) following the cessation of such person's employment with either party or the relevant member of its Group without any solicitation or encouragement by the other party or any of its Agents.
- 7.6 You undertake that you will not, and shall direct that anyone to whom you disclose the Proposal and Confidential Information in accordance with paragraph 3 will not, at any time without our prior written consent, enter into any discussions or negotiations with or disclose any Confidential Information to another potential bidder in relation to the Proposal.
- 7.7 You undertake that you will not, and shall direct that anyone to whom you disclose the Proposal and Confidential Information in accordance with paragraph 3 will not, at any time, without our prior written consent, discuss the Confidential Information with any financial rating agency, any governmental or supervisory body or any regulatory organisation, save to the extent permitted by paragraph 3, save that you shall be allowed to discuss your interest in the Proposal with such persons following the making, or announcement of a firm intention to make, an offer (whether by scheme of arrangement or otherwise) to acquire the entire issued and to be issued share capital of the Company under Rule 2.7 of the Code which has been recommended by the board of directors of the Company.

8. STANDSTILL

8.1 You agree that, from the date of this letter until the date falling 12 months after the date of this letter, you will not and will procure that any person acting in concert with you will not (directly or indirectly) without our prior written consent:

- (A) acquire or offer to acquire or enter into any agreement, arrangement or understanding (whether legally binding or not) to acquire or offer to acquire any interest in securities of the Company other than securities issued pursuant to any rights granted in relation to securities of the Company held by such person on the date of this letter;
- (B) enter into any agreement, arrangement or understanding (whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any securities of the Company;
- (C) enter into any agreement, arrangement, understanding or transaction or do or omit to do any act as a result of which you or any person acting in concert with you will become obliged or required (whether under the Code or otherwise) to make any general offer or invitation to acquire any securities of the Company;
- (D) enter into any agreement, arrangement or understanding (whether legally binding or not) with any person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any securities of the Company; or
- (E) announce any proposal or possibility of any of the matters referred to in sub-paragraphs (A) to (D) (inclusive) above or any proposal in relation to any transaction to which the Code would apply.

8.2 We agree that the obligations in paragraph 8.1 will not apply:

- (A) to any person who acquires or disposes of any interest in securities of the Company in the ordinary course of business of that person in index tracking activities or as a fund manager, market-maker, principal trader, broker or provider of trustee or nominee services where the decision to acquire or dispose is taken by an individual who is not in possession of Confidential Information;
- (B) so as to prevent you or any of your Affiliates from entering into an agreement with the Company to subscribe for securities of the Company to be issued in connection with the Proposal (if any) or otherwise where the Company has given its consent for you or any of your Affiliates to subscribe for any such securities of the Company;
- (C) to entering into irrevocable undertakings or letters of intent with shareholders of the Company either: (i) within 72 hours of a target announcement of an offer but only where the Company has confirmed that the offer is to be recommended by the board of directors of the Company; or (ii) otherwise prior to such announcement where the Company has given its consent for Sidara or any of its Affiliates to discuss an irrevocable undertaking or letter of intent with the relevant shareholder(s);

- (D) so as to prevent Sidara, any of its Affiliates or persons acting in concert with it from acquiring any company which holds, or is interested in, any securities of the Company, except where the principal reason for the acquisition is to acquire the voting securities of the Company;
 - (E) to prevent any of your financial advisers from undertaking activities in the ordinary course of an engagement by a third party with whom you are not acting in concert; or
 - (F) to prevent any announcement required by the Panel to be made under Rule 2.2 of the Code or any disclosure made pursuant to paragraph 5.2 of this letter.
- 8.3 We agree that, without prejudice to paragraph 8.1 and the application of paragraph 8.1 to Sidara and persons acting in concert with Sidara, paragraph 8.1 does not prevent Sidara from entering into a bid conduct agreement or cooperation agreement with any person who is acting in concert with Sidara.
- 8.4 You agree that, notwithstanding anything to the contrary in this letter, the obligations in paragraph 8.1 shall cease to apply:
- (A) upon an announcement of a firm intention to make an offer under Rule 2.7 of the Code by any third party which is not acting in concert with you to acquire shares carrying over 50 per cent. of the voting rights in the Company (whether or not recommended by the board of directors of the Company);
 - (B) upon an announcement of a firm intention to make an offer under Rule 2.7 of the Code by Sidara or any of its Affiliates or any person acting in concert with it or them to acquire shares carrying over 50 per cent. of the voting rights in the Company, provided that such offer is recommended by the board of directors of the Company;
 - (C) if the Company enters into or announces that it is proposing to enter into a reverse takeover (as referred to in the Code) or announces a proposal to seek shareholder approval for a third party not acting in concert with you to avoid making an offer which would otherwise be required under Rule 9 of the Code; or
 - (D) following any third party which is not acting in concert with you entering into an agreement with the Company or any other member of its Group to acquire all or substantially all of the undertakings, assets or business of the Company or the Group; or
 - (E) if the Company announces that it is seeking one or more potential offerors by means of a formal sale process (as referred to in the Code).
- 8.5 You agree that if you or any person acting in concert with you acquires any interest in securities of the Company in breach of paragraph 8.1, then on request by the Company (without prejudice to any other rights of the Company under this letter) you will dispose of or procure the disposal of such interest within 30 days of it becoming lawful to do so.

9. NO OFFER

Each party agrees that all Information, whether containing Confidential Information or otherwise, made available to it or its Agents, in connection with the Proposal, will not constitute an offer, inducement or invitation by, or on behalf of, the other party, nor will such Information form the basis of, or any representation in relation to, any contract.

10. NO REPRESENTATION

10.1 Each party acknowledges that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by the other party or by any member of its Group or its respective Agents as to the accuracy or completeness of the Confidential Information or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same and neither party nor its respective Agents shall be under any obligation to update any Information supplied in connection with the Proposal or to correct any inaccuracies.

10.2 Each party further acknowledges that it will be responsible for making its own decisions on the Confidential Information and the Proposal. Accordingly, each party agrees that neither party nor any member of its Group nor its respective Agents will be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the provision or use of the Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or any errors, omissions or misstatements made by any of them in connection with the Proposal. Each party agrees that it will not place any reliance on any statement, representation, warranty or covenant (written, oral or in any other media) made by the other party or any member of its Group or its respective Agents in connection with the Confidential Information, the Proposal or any other matter contemplated hereby. Each statement in this paragraph is made subject to the terms of any definitive written agreement or agreements entered into between the parties relating to the Proposal and has no application in the case of fraud.

11. INSIDER DEALING AND MARKET ABUSE

You acknowledge and agree that: (i) the Confidential Information is provided to you in confidence and you and your Agents will not engage in any behaviour while in possession of the Confidential Information which would amount to market abuse for the purposes of, or is otherwise prohibited under, UK MAR; and (ii) information relating to the Proposal and some or all of the Confidential Information may constitute inside information for the purposes of the Criminal Justice Act 1993 ("**CJA**") and accordingly by receiving such Confidential Information you and your Agents may become "insiders". You acknowledge that you and any such Agent may become an insider by virtue of receiving the Confidential Information and acknowledge that, subject to and in accordance with applicable law, you and your Agents may not deal in securities that are price-affected securities (as defined in the CJA) in relation to any such inside information, encourage another person to deal in price-affected securities or disclose the information except as permitted by the CJA before the Confidential Information has been made public.

12. FURTHER UNDERTAKING

12.1 Sidara agrees that, without prejudice to any other provision of this letter:

- (A) it shall not, without the Company's prior written consent (such consent not to be unreasonably delayed but may be withheld in the Company's absolute discretion) make reference to the Company or any member of its Group or to any Confidential Information of the Company or any member of its Group in any Rule 2.8 Statement in such a way as to express a negative, disparaging or otherwise adverse opinion concerning the Company or any member of its Group or any of their respective businesses or current or former officers, directors, employees or agents; and
- (B) subject to sub-paragraph 12.2, from (and including) the earlier of the date of any Interloper Announcement and the date of any Rule 2.8 Statement made by Sidara until the date falling 12 calendar months thereafter, Sidara shall not, and shall not, directly or indirectly, instruct, direct or encourage any of its Agents to, without the Company's prior written consent (such consent not to be unreasonably delayed but may be withheld in the Company's absolute discretion), make any other statement, announcement or comment (including to or through any press, media, analysts or other persons) in relation to the Company or any member of the Group or any of their respective businesses or current or former officers, directors, employees or agents that is not included in your Rule 2.8 Statement in the context of the Proposal.

12.2 Sub-paragraph 12.1 shall not apply to any part of a statement, announcement or comment made by Sidara or its respective Agents to the extent such part of a statement is required to be made to any court or regulatory, governmental or supervisory organisation (including the Panel) in connection with a dispute or investigation and then only to the extent required by law or regulation or to the extent reasonably required in order for Sidara to establish a claim or defence.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

13.1 Save as provided in sub-paragraph 13.2 below, a person who is not a party to this letter shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

13.2 The provisions of this letter confer benefits on each member of the parties' respective Groups and the provisions of paragraph 12 confer benefits on the parties, each member of their respective Groups and their and such members' respective directors, officers, employees and agents (in each case, a "**Third Party**") and, subject to sub-paragraph 13.3 are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.

13.3 Notwithstanding sub-paragraph 13.1, this letter may be terminated, rescinded or varied in any way and at any time as agreed in writing between you and us, without the consent of any Third Party.

14. GENERAL

- 14.1 The parties agree that the Willow Confidentiality Letter shall not apply to the Proposal, to Confidential Information disclosed or acquired in connection with the Proposal or otherwise to the matters the subject of this letter. The parties further agree that the Willow Confidentiality Letter shall be terminated in its entirety with effect from the execution of this letter 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 Confidentiality Letter (save in respect of any breach occurring prior to termination).
- 14.2 Each party agrees to the other party or any member of its Group or its or their respective Agents recovering and accessing Confidential Information that may have been retained in accordance with clause 4.3 of the Willow Confidentiality Letter, notwithstanding any written demand that may have been made pursuant to clause 4.1 of the Willow Confidentiality Letter, provided that such Confidential Information is subject to the terms of this letter and (where applicable) the terms of any clean team agreement or joint defence agreement to which the parties are subject.
- 14.3 Each party confirms for itself only that it is acting in this matter as principal and not as nominee, agent or broker for any other person or with any other person and that it will be responsible for its own costs whether incurred by it or its Agents in considering or pursuing the Proposal (whether or not it proceeds) and in complying with the terms of this letter.
- 14.4 Each party understands that the other party may, at its absolute discretion, terminate any negotiations or discussions in relation to the Proposal at any time and without notice. You agree that we will be under no obligation to accept any offer or proposal which may be made by you or any of your Agents, or on your or their behalf in the course of any negotiations (and we agree that you will be under no obligation to make any such offer or proposal save to the extent required by the Code).
- 14.5 The obligations under this letter will expire on the earlier of: (i) 24 months from the date of this letter; and (ii) the date of completion of limb (i) of the Proposal, except where expressly provided otherwise in the terms of this letter. Such expiry shall be without prejudice to any rights and liabilities which may have accrued before such expiry.
- 14.6 Each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence and, accordingly, any person bringing a claim under this letter or for breach of confidence may be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence.
- 14.7 To the extent that any Confidential Information is covered or protected by privilege, disclosure of such Information or otherwise permitting disclosure of it shall not constitute a waiver of privilege or any other rights which either party or any member of its respective Group or its or their respective Agents may have in respect of such Confidential Information.
- 14.8 No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise.

- 14.9 No modification to or termination of this letter will be effective unless agreed in writing by both parties. No waiver granted in respect of any action taken by either party will be effective unless agreed in writing by the party granting the waiver.
- 14.10 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 14.11 The provisions of this letter will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.
- 14.12 Any consent to be given by us under the terms of this letter may be given on such terms as we determine (and, if given, must be given in writing) or may not be given.
- 14.13 This letter will enure to the benefit of, and be enforceable by, each party's successors and assigns and the parties agree to procure that its terms are observed by any successors and assigns of their respective business or interests or any part thereof as if they had been party to this letter. You acknowledge and agree that we may assign the benefit of this letter in whole or in part to any person(s) who purchase all or part of the Company or its assets.
- 14.14 The parties acknowledge and agree that no right or licence is granted to the Recipient in relation to the Confidential Information except as expressly set forth in this letter.
- 14.15 This letter 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 letter, but all the counterparts will together constitute but one and the same instrument.
- 14.16 This letter and any obligation in connection with this letter, contractual or non-contractual, are governed by and shall be 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).
- 14.17 You hereby appoint Dar Al-Handasah (UK) Ltd of 150 Holborn, London, EC1N 2NS, United Kingdom as your agent for service of process in England and Wales. The Company hereby agrees that delivery of documents or other service of process in England and Wales can be accepted at its office located at 1/F 3 St James's Square SW1Y 4JU London. If the specified address ceases to be effective, the Company shall immediately specify another address for service of process in England and Wales.

Please confirm your acceptance of these terms by countersigning this letter and returning to us.

Yours faithfully,

A large black rectangular box redacting the signature of the person on behalf of John Wood Group PLC.

For and on behalf of
John Wood Group PLC

Notices to:

Name: 

Email: 

We hereby agree to and accept the terms of this letter.



For and on behalf of

Dar Al-Handasah Consultants Shair and Partners Holdings Ltd

Name: 

Title: 

Dated: 26 February 2025

Notices to:

Name: 

Email: 

APPENDIX 1

