

26 August 2025

Dar Al-Handasah Consultants Shair and Partners Holdings Ltd
Index Tower, 2401, DIFC
Dubai
United Arab Emirates

John Wood Group PLC
Sir Ian Wood House Hareness Road
Altens Industrial Estate
Aberdeen, Scotland
AB12 3LE

Dear Sirs,

Project Sirius – Side-Letter to Clean Team Agreement

We refer to the Clean Team Agreement (the “**CTA**”) between Dar Al-Handasah Consultants Shair and Partners Holdings Ltd (together with its subsidiaries and affiliates, “**Sidara**”) and John Wood Group PLC (the “**Company**”) (each a “**Party**” and together the “**Parties**”) dated 3 March 2025, in connection with the possible offer by Sidara for the Company (the “**Potential Transaction**”). Terms used but not defined in this letter have the meanings given in the CTA.

The Parties propose to enter into a facility agreement (the “**Facility Agreement**”) with Sidara as lender and the Company as borrower. The Parties recognise that Sidara may be entitled to, require or otherwise be granted access to information under the terms of and in connection with the Facility Agreement and related documentation and that Sidara will use that information in its role as lender to the Company (the “**Lender Matters**”) as well as for Relevant Matters (as defined in recital (A) of the CTA) in connection with the Potential Transaction, and that such information may include information that the Company designates as competitively sensitive (“**Lender Clean Team Information**”).

The Parties agree that:

1. “Clean Team Information” (as defined in clause 3.1 of the CTA), shall also include Lender Clean Team Information.
2. “Relevant Matters” (as defined in recital (A) of the CTA) shall, in relation to Lender Clean Team Information, include Lender Matters.
3. The first sentence of clause 2.3 of the CTA shall be amended to read as follows: “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 the later of (i) termination of the Potential Transaction, (ii) termination of discussions or negotiations with respect to the Potential Transaction, or (iii) the date on which any commitments and outstanding

amounts under the Facility Agreement have been cancelled and/or satisfied in full (the "**Cool-off Period**")."

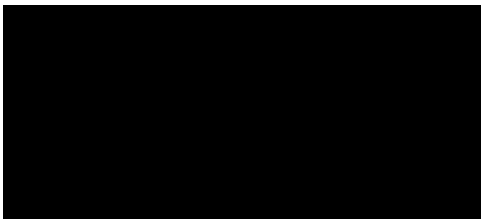
4. Clause 3.4 of the CTA shall be amended to read as follows: "Each Party shall limit access to Clean Team Information received from the other Party to the Clean Team Members for the relevant Clean Team only. No Clean Team Member shall use any Clean Team Information for any purpose other than the Relevant Matters. In the event that the Potential Transaction does not proceed to completion for any reason, in relation to Lender Clean Team Information, the only Relevant Matters will be Lender Matters."
5. Clause 5.2 of the CTA shall be amended to read as follows: "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 (save for Lender 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). In the case of Lender Clean Team Information, Sidara shall procure that Clean Team Members shall, save to the extent required by law or regulation, destroy or return to the Company any Lender Clean Team Information in their possession in the event that (i) any commitments and outstanding amounts under the Facility Agreement have been cancelled and/or satisfied in full or (ii) they cease to be a Clean Team Member (whichever occurs sooner)."

For the avoidance of doubt, nothing in this letter shall be deemed to prevent either Party from discontinuing or terminating any discussions relating to the Facility Agreement or the Potential Transaction at any time, or to prevent the Company from withholding any information for whatever reason at whatever time (subject to the terms of the Facility Agreement and related documentation).

This letter and any contractual and non-contractual obligations arising out of or in connection with it shall be governed and construed in accordance with English law.

Please sign and return a copy of this letter to confirm your agreement to its terms.

Yours sincerely,

A large black rectangular box redacting the signature of the authorized signatory.

(*Authorised signatory*)

For and on behalf of John Wood Group PLC

EXECUTION VERSION

Acknowledged and Accepted:

A large black rectangular redaction box covering the signature area.

(Authorised signatory)

For and on behalf of Sidara

Date: 26 August 2025