

To: The Directors
John Wood Group PLC (“**JWG**”)
15 Justice Mill Lane
Aberdeen, AB11 6EQ
Scotland, UK

STRICTLY PRIVATE AND CONFIDENTIAL

3 March 2017

Dear Sirs

You have expressed an interest in making an offer to acquire Amec Foster Wheeler plc (“**Amec**”) (“**Transaction**”).

In consideration of each party agreeing to make available to the other party and its advisers certain Confidential Information (as more particularly defined in paragraph 1 of this letter), each party undertakes to the other in the terms set out below.

Definitions

1 The following definitions apply for the purposes of this letter:

“**Associate**”, in relation to any person, means:

- (i) any corporation within the same Group as that person; or
- (ii) any director of that person or of any corporation within the same Group as that person; or
- (iii) any corporation, 20 per cent or more of whose issued share capital (or share capital carrying 20 per cent or more of the votes ordinarily exercisable at shareholders’ meetings) is owned by members of the same Group as that person; or
- (iv) any person who would otherwise be acting in concert as defined in the Code;

“**Code**” means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel;

“**Confidential Information**” means information relating to the Provider or any other member of its Group which is made available (whether before or after this letter is agreed) in writing, visual or machine readable form (including by fax and other forms of electronic transmission) or orally to the Recipient or the Recipient’s advisers by the Provider or any other member of the Provider’s Group or the Provider’s advisers for the purpose of considering, negotiating, advising in relation to or furthering the Transaction and includes any information, analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information but excludes information which:

- (i) is publicly available at the time of its disclosure under this letter; or
- (ii) becomes publicly available following disclosure under this letter (other than as a result of disclosure by the Recipient or any other person contrary to the terms of this letter); or
- (iii) was lawfully in the Recipient’s possession prior to disclosure under this letter free of

any restriction as to its use or disclosure; or

- (iv) following disclosure under this letter, becomes available to the Recipient on a non-confidential basis from a source other than the Provider, which source is not bound by any obligation of confidentiality to the Provider in relation to such information or is not otherwise under a legal, contractual or fiduciary duty to the Provider or any of its representatives not to transmit the information to the Recipient; or
- (v) is or has been independently developed by the Recipient or its Associates without using or referring to the Confidential Information;

“Group”, in relation to any person, means any corporations which are holding companies or subsidiaries or subsidiary undertakings (as such terms are defined in the Companies Act 2006) of it or of any such holding company;

the **“Part VI Rules”** means any of the Listing Rules, Disclosure Guidance & Transparency Rules or Prospectus Rules made by the Financial Conduct Authority in exercise of its functions as competent authority pursuant to Part VI of the Financial Services and Markets Act 2000 (**“FSMA”**);

“Panel” means the Panel on Takeovers and Mergers;

“personal data” means such Confidential Information as relates to identified or identifiable living individuals;

“Provider”, in relation to either party, means the person providing Confidential Information to the other party pursuant to this letter; and

“Recipient”, in relation to either party, means the person to whom Confidential Information is furnished by the other party pursuant to this letter.

Confidential Information and Existence of the Transaction

- 2** Subject to paragraph 10 (Permitted Disclosure), the Recipient shall:
 - 2.1** keep the Confidential Information secret and confidential and not disclose any of it to any person other than individuals who are directors, officers, associates, staff or other employees of the Recipient’s Group or directors, partners, associates, staff or other employees of the Recipient’s advisers who need, in the Recipient’s reasonable opinion, to know the same for the purposes of considering, evaluating, advising on or furthering the Transaction;
 - 2.2** only use the Confidential Information for the sole purpose of considering, evaluating, advising on or furthering the Transaction and shall not use it for any other purpose;
 - 2.3** keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party, and shall otherwise comply with applicable data protection legislation, including by taking such security measures against unauthorised or unlawful processing or actual loss or destruction of, or damage to, personal data as may be required under that legislation;
 - 2.4** not make any copies of Confidential Information or reproduce it in any form except for the purpose of supplying the same to those to whom disclosure is permitted in accordance with this letter;
 - 2.5** not visit or inspect any of the properties owned or occupied by any member of the Provider’s Group without the prior written consent of the Provider;

- 2.6** inform the Provider immediately if the Recipient becomes aware that Confidential Information has been disclosed to an unauthorised third party;
- 2.7** maintain a list (or ensure that lists are maintained) of the names of all persons who have received or have access to any Confidential Information (and promptly upon written request from the Provider, supply a copy of such list (or lists) to the Provider); and
- 2.8** notify the Provider in the event that it receives a request by an individual to obtain a copy of his or her personal data held by the Provider and the Recipient under any applicable data protection legislation (a “**subject access request**”) and comply with the Provider’s instructions with respect to such subject access request.
- 3** Subject to paragraphs 10 (Permitted Disclosure) and 14, JWG shall keep secret and confidential the existence of the Transaction and the status or progress of any discussions or negotiations with regard to the Transaction and shall not, and shall procure that none of the persons referred to in paragraph 2.1 above in relation to JWG shall, without the prior written consent of Amec, directly or indirectly:
- (a) make any disclosure or announcement concerning, or otherwise publicise, the possibility of the Transaction taking place or any other arrangement with Amec connected in any way with the Transaction (otherwise than where permitted pursuant to paragraphs 13 and 14); or
 - (b) disclose the possibility of the Transaction taking place or otherwise discuss the Transaction or contact or enter into any communication with any shareholder of Amec in relation to the Transaction or the possibility of the Transaction (otherwise than where permitted pursuant to paragraphs 13 and 14).

Authorised Contacts

- 4** Other than as permitted by this letter, each party shall, in relation to the Transaction and the Confidential Information, make contact and deal only with the persons whose names are set out in the working group list prepared in connection with the Transaction (as may be updated from time to time) and/or who may from time to time be notified in writing (including, by email) to either party by the other.

Recipient Employees, Group Members and Advisers

- 5** The Recipient shall procure that its directors, partners, associates, staff and other employees, and any member of the Recipient’s Group, and any of the Recipient’s advisers to whom Confidential Information is to be made available observe the obligations contained in this letter regarding Confidential Information.

Return and Destruction of Confidential Information

- 6** The Recipient shall, at its expense, as soon as practicable following termination of discussions concerning the Transaction and in any event within seven days of receipt of a written demand from the Provider:
- 6.1** return or destroy, or procure the return or destruction of, all originals and hard copies of documents containing Confidential Information provided by the Provider to the Recipient or its advisers;
 - 6.2** so far as it is practicable to do so, permanently erase, or procure the permanent erasing of,

all electronic copies of any Confidential Information; and

- 6.3** on request supply a certificate signed by any director of the Recipient confirming that the requirements of this paragraph have been fully complied with,

provided that, without prejudice to any duties of confidentiality in relation to such Confidential Information contained in this letter:

- (a) the Recipient may retain any Confidential Information as may be required by law or regulation; and
- (b) the Recipient's advisers may keep one copy of any document in their possession for record purposes provided that, if those documents contain personal data, the Recipient's advisers shall not retain them to the extent that such retention is in breach of applicable data protection legislation.

Ownership of Confidential Information

- 7** The Confidential Information shall remain the property of the Provider and its disclosure shall not confer on the Recipient or any other person any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this letter.

No Offer

- 8** Neither the Confidential Information nor anything else in this letter will constitute an offer by or on behalf of either party and neither party will be under any obligation to accept any offer or proposal which may be made by either party or on either party's behalf.

No Representation

- 9** None of the Confidential Information has been subject to verification, and neither the Provider nor any member of its Group nor any of its representatives or advisers accepts responsibility for or makes any representation, express or implied, or gives any warranty with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection with the Confidential Information and the Recipient undertakes to the Provider (for itself and as trustee for all other companies in its Group and its representatives and advisers) to waive any liability which such parties may incur by reason of the Recipient's use of, or reliance upon, any of the Confidential Information.

Permitted Disclosure

- 10** Subject always to Rule 2.3(d) of the Code, the provisions of paragraphs 2 and 3 (Confidential Information and Existence of the Transaction) shall not restrict any disclosure required by law or by any court of competent jurisdiction, the Part VI Rules, the rules and regulations of the London Stock Exchange (or any other stock exchange on which the Recipient's shares are listed or quoted), the Code or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Recipient shall promptly notify the Provider of such requirement with a view to providing the Provider the opportunity to contest such disclosure or otherwise to agree the timing and content of such disclosure.
- 11** Subject always to applicable law, nothing in this letter shall prevent a party or its advisers holding discussions with its own shareholders (in such capacity) which, in the party's or its

advisers' reasonable opinion, are necessary or desirable for the purposes of furthering the Transaction.

Non-solicitation of employees

- 12** Each party agrees that it shall not, and shall procure that members of its Group shall not, for a period of 12 months from the date of this letter, solicit, endeavour to entice away, employ or offer to employ any person who is at any time during the negotiation of the Transaction employed by the other party or any member of its Group and is a person who (a) who has participated in the discussions relating to the Transaction or the supply of Confidential Information; or (b) is a member of a functional leadership team or a business line leadership team, whether or not such person would commit any breach of his contract of service in leaving its employment.

Neither the placing of an advertisement of, and the subsequent recruitment to, a post available to a member of the public generally nor the recruitment of a person through an employment agency nor the recruitment of a person where discussions commenced prior to the date of this letter shall constitute a breach of this paragraph 12 provided that, in the case of the recruitment of a person through an agency, no member of the relevant party's Group encourages or advises such agency to approach any such person.

Restrictions on share acquisitions

- 13** Without prejudice to any obligations it may have by law, under other provisions of this letter, under the Code or otherwise, JWG agrees that it shall not, and shall procure that the members of its Group and (so far as it is reasonably able to do so) its representatives, and Associates shall not, directly or indirectly, alone or with others, for a period of 12 months from the date of this letter, without the prior consent in writing of Amec, be involved in any Prohibited Activity.

For the purposes of this paragraph 13, each of the following is a "**Prohibited Activity**":

- (a) acquiring or seeking to acquire any interest in the shares (as defined in the Code) of Amec or any member of its Group, including rights to acquire, rights to subscribe for, options in respect of, and derivatives referenced to, such securities; or
- (b) entering into any agreement or arrangement (conditionally or otherwise and whether legally binding or not) with any person in relation to the acquisition of such an interest; or
- (c) without prejudice to paragraph 3 and subject to paragraph 10, communicating with any shareholder of Amec with the purpose of encouraging such shareholder to:
 - (i) oppose the board of directors of Amec's business strategy or management of the business; or
 - (ii) request (publicly or otherwise) that the board of directors of Amec takes a particular course of action, or otherwise seek to influence the position of the board of directors of Amec, in relation to any proposal, possible offer or offer for all or any part of the voting share capital of Amec announced by JWG or any other party; or
- (d) making a general offer for all or any part of the share capital of Amec or any member of its Group; or

- (e) subject to paragraph 10, announcing, or taking any action which, under the Code or otherwise, would require the announcement of, any proposals for any takeover, merger, consolidation or share exchange or similar transaction involving the securities of Amec or any member of its Group; or
 - (f) taking any step which might give rise to any obligation under the Code or its equivalent in any jurisdiction to make any offer for all or any part of the share capital of Amec or any member of its Group; or
 - (g) assisting or advising any person to do any of the foregoing.
- 14** The restrictions in paragraphs 3 and 13 (without prejudice to other obligations or restrictions) shall cease to apply:
- 14.1** in the event that JWG makes a firm offer announcement under Rule 2.7 of the Code in respect of a recommended Transaction with Amec; or
 - 14.2** if a third party who is not acting in concert with JWG:
 - (a) shall have become interested (as defined in the Code) in shares carrying more than 29.9 per cent of the voting rights (as defined in the Code) of Amec; or
 - (b) makes, or announces under Rule 2.7 of the Code, a firm intention to make an offer to acquire shares carrying over 50 per cent of the voting rights (as defined in the Code) of Amec (including by way of scheme of arrangement and whether or not recommended); or
 - 14.3** if: (a) Amec: (i) announces that it has been approached by a third party which is not acting in concert with JWG in relation to a possible offer for Amec; and (ii) is in discussions with such third party; and (b) there is no agreement between Amec and such third party under which such third party is subject to provisions which are substantially equivalent to those contained in paragraph 13 or Amec has waived or released such third party from any provisions substantially equivalent to those contained in paragraph 13; and (c) such third party or any party acting in concert with it has acquired any interest in the shares (as defined in the Code) of Amec, including rights to acquire, rights to subscribe for, options in respect of, and derivatives referenced to, such securities; or
 - 14.4** if Amec makes an announcement under Rule 2.2(f) of the Code; or
 - 14.5** if Amec announces a proposal to seek shareholders' approval for a third party to avoid making an offer which would otherwise be required under Rule 9 of the Code (in accordance with Appendix 1 of the Code).
- 15** Nothing in paragraph 13 (without prejudice to other obligations or restrictions) shall prevent the acquisition of any interest in securities in Amec:
- 15.1** by any exempt principal trader in the same group as JWG's financial advisers on the Transaction, provided any such dealings comply with Rule 38 of the Code; or
 - 15.2** by any person acquiring such interests as part of ordinary course index tracking activities or normal activity as a fund manager, market-maker, broker or provider of trustee or nominee services, provided such action is not taken on the instructions of, or otherwise in conjunction, with JWG or on behalf of JWG or any member of its Group.

Insider dealing and market abuse

- 16** The Recipient acknowledges that the Confidential Information is given in confidence and that some or all of the Confidential Information may be inside information for the purposes of the Market Abuse Regulation (EU) No 596/2014 (“**MAR**”) and the Criminal Justice Act 1993 (“**CJA**”) and that:
- 16.1** once it has received such information it must not act or use the information in any way that contravenes Article 8 MAR (insider dealing), Article 10 MAR (unlawful disclosure of inside information) and/or Article 12 MAR (market manipulation) for such time as the information remains inside information; and
- 16.2** subject to and in accordance with applicable law, it must not deal in securities that are price-affected securities (as defined in the CJA) in relation to the inside information, encourage another person to deal in price-affected securities or disclose the information (except as permitted by the CJA) for such time as the information remains inside information.

Privilege

- 17** Each party represents and agrees that to the extent any Confidential Information attracts any form of privilege or refers to other documents which attract any form of privilege, then such privilege shall not be waived, prejudiced or otherwise affected in any way (directly or indirectly) by being made available to the other party. Each party acknowledges that the other party expressly relies on such representation and agreement in permitting the Recipient to have access to such Confidential Information.

Principal

- 18** Each party confirms that it is acting as a principal on its own account and not as an agent or broker for any other person and that it will be responsible for any costs incurred by it or on its behalf in connection with the Transaction and/or the consideration and evaluation of the Confidential Information.

Duration

- 19** The obligations set out in this letter (other than paragraphs 12 (Non-solicitation of employees) and 13 (Restrictions on share acquisitions)) shall cease to have effect upon completion of the Transaction, except to the extent that the Confidential Information concerned relates to any part of the business of the Provider or any member of its Group which is retained by the Provider following completion of the Transaction. In the event of termination of discussions or negotiations relating to the Transaction, the obligations set out in this letter shall continue in full force and effect notwithstanding the return or destruction of Confidential Information and any copies of it until the expiry of the period ending two years from the date of this letter.

Waiver

- 20** No failure or delay by either party in exercising any of its rights under this letter shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights.

Remedies

- 21** Without prejudice to any other rights or remedies which either party may have, each party acknowledges and agrees that damages would not be an adequate remedy for any breach

by either party of the provisions of this letter and each party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the other party or any other relevant person and no proof of special damages shall be necessary for the enforcement by either party of the rights under this letter.

Variation

- 22** No variation of this letter shall be effective unless in writing and signed by or on behalf of each of the parties.

Severability

- 23** If any provision of this letter shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. To the extent it is not possible to delete or modify the provision, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this letter and the legality, validity and enforceability of the remainder of this letter shall, subject to any deletion or modification made under this paragraph, not be affected.

Notices

- 24** Any notice, claim or demand in connection with this letter shall be given in writing to the relevant party at the address stated in this letter (or such other address as it shall previously have notified to the other party). Any notice sent by fax or e-mail shall be deemed received when sent, any notice sent by hand shall be deemed received when delivered and any notice sent by first class post within the United Kingdom shall be deemed received 48 hours after posting.

Third Party Rights

- 25** A person who is not party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this letter.

Counterparts

- 26** This letter may be entered into in any number of counterparts, all of which taken together shall constitute one and the same letter. Either party may enter into this letter by signing any such counterpart.

Governing Law and Jurisdiction

- 27** This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 28** Each of the parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this letter shall be brought in such courts. Each of the parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

Please indicate your acceptance of these terms by signing the enclosed duplicate of this letter and returning it to us.

Yours faithfully

Jonathan Lewis

Name: JONATHAN LEWIS

Title: CEO

For and on behalf of Amec Foster Wheeler plc

We hereby agree to the terms of your letter dated 3 March 2017 of which a copy is set out above.

William G Setter

Name: WILLIAM G. SETTER

Title: COMPANY SECRETARY

For and on behalf of John Wood Group PLC

Dated: 3/3/17