

Protocol for the Exchange of Sensitive Information through a Clean Team

This Protocol for the Exchange of Sensitive Information through a Clean Team (the “**Protocol**”) is entered into on 5 March 2017 by and between:

1. Wood Group PLC (“**Wood Group**”); and
2. Amec Foster Wheeler PLC (“**AFW**”)

Wood Group and AFW are referred to together as the “**Parties**” and individually as a “**Party**”.

1 Background

- 1.1 Wood Group and AFW are in discussions over a possible offer by Wood Group to acquire AFW (the “**Proposed Transaction**”).
- 1.2 The Parties have entered into a non-disclosure agreement dated 3 March 2017 (the “**NDA**”) and a confidentiality and joint defense agreement (the “**JDA**”) dated on or about 4 March 2017.
- 1.3 This Protocol is intended to ensure that the exchange of Sensitive Information (as defined below) necessary for the evaluation and planning of the Proposed Transaction does not give rise to any infringement of antitrust law. The Protocol stipulates the procedure for the exchange of Sensitive Information. For the avoidance of doubt, Sensitive Information will also constitute Confidential Information (as defined in the NDA). This Protocol is without prejudice to the obligations contained in the NDA in respect of Confidential Information or the obligations contained in the JDA in respect of Restricted Information (as defined therein).

2 Definition of Sensitive Information

- 2.1 Sensitive Information is any information provided by one Party (the “**Provider**”) to the other Party (the “**Recipient**”) which contains non-public information on the commercial strategy of the Provider that might be expected to influence the commercial strategy of the Recipient. For the purposes of the Protocol, Sensitive Information will include, without being limited to, the following information:
 - current or future pricing information or intentions (including price related terms such as discounts, rebates, commissions etc.);
 - current or future commercial strategy (including business plans) or marketing plans;
 - customer information (including details of specific customer terms);
 - existing specific customer or supplier contracts with competitively sensitive terms (e.g. identity of customer/supplier; revenue/contract value/selling price; margins; cash flow and profit; original estimated profit; project costs; payment terms) not having been redacted;
 - detailed price, margin and/or other financial information in particular on recent awards/lost orders/current projects (including revenue/contract value/selling price; margins);
 - specific (non-aggregated) current or future costs relating to individual projects, including costs of inputs, supplies and facilities, as well as details of current wage or salary information;

- unannounced plans to make significant investments.
- detailed information on prospective bids and/or specific projects not yet awarded/under negotiation (including identity of customer and project name, specific location, order value).
- detailed information regarding “pipeline” contracts, proposals, intention to bid for new customers or ongoing negotiations with customers or suppliers; and
- current or proposed proprietary technologies, trade secrets or methods of doing business.

2.2 It is understood that Sensitive Information shall not include information which: (i) is in the public domain prior to the disclosure; (ii) is lawfully in the other Party’s possession prior to the disclosure; or (iii) becomes part of the public domain by publication or otherwise through no unauthorised act or omission on the part of either Party.

3 Treatment of Sensitive Information

3.1 Sensitive information shall only be disclosed by the Provider to the Recipient for the purpose of:

- undertaking commercial due diligence in order to evaluate the Proposed Transaction;
- evaluating the synergies expected to result from the Proposed Transaction;
- planning the Proposed Transaction and integration process; or
- undertaking the antitrust analysis and/or the preparation of filings or subsequent communication with any relevant antitrust authority as required and agreed by the Parties

3.2 Sensitive Information will be kept strictly confidential and will not be used for any other purposes (including, but not limited to, any competitive or commercial purpose) other than those set out at clause 3.1 above.

3.3 Each Recipient will ensure that Sensitive Information from the Provider is made available only to:

- (i) the employees who are part of the Recipient’s Clean Team (see list provided in Annex 1); and/or
- (i) external professional advisers (see below).

3.4 Each Party shall keep an accurate record of all Sensitive Information it has provided to the other Party in the context of the Proposed Transaction and the date and circumstances of such disclosure (e.g. through data room disclosure, correspondence, meetings, conference calls etc.).

4 Clean Team

4.1 Each Party will notify the other Party of those persons who are members of its Clean Team.

4.2 A person will not become a member of a Clean Team until they have been made aware of their obligations under this Agreement by the relevant Legal Contact for the Party’s Clean Team.

- 4.3** Each Party is entitled to add and/or to substitute its Clean Team members at any time by giving written notice to the other Party, including a copy of the acknowledgement signed by the new Clean Team member.
- 4.4** Each Party will ensure that its Clean Team contains only persons who require access to Sensitive Information for the purposes of evaluating and/or planning the Proposed Transaction. Each Party will further ensure that its Clean Team does not contain any persons involved in the day-to-day commercial/strategic operations and decisions (including decisions on pricing and future bids) and other commercially sensitive areas of business that compete directly with the Wood Group or AFW business for the duration of the Restricted Period.
- 4.5** The Restricted Period is the period from the time a person first joins the Clean Team (even if they subsequently leave the Clean Team) until the earlier of:
- (i) completion of the Proposed Transaction; or
 - (ii) 12 months from the time the Clean Team no longer has access to Sensitive Information.
- 4.6** Each Party shall ensure that Sensitive Information is not passed to other persons or entities outside the Clean Team, and that the information is kept separate from all the documents and records of the Recipient and is protected with the same security measures and degree of care that would apply to its own confidential information.
- 4.7** The Clean Team and/or the external professional advisers can report to the Recipient any conclusions/findings arising from their review of Sensitive Information as reasonably required for the purposes stated in clause 3.1, provided that any Sensitive Information has been omitted, redacted or otherwise sufficiently masked. The Clean Team and/or the external professional advisers can also provide the Recipient with a summary of the Sensitive Information, provided that this summary is in a form that no longer constitutes Sensitive Information (e.g., because the information has been sufficiently aggregated and/or anonymised).
- 4.8** No member of the Clean Team shall copy or reproduce in whole or in part any of the Sensitive Information without the express consent of the Provider.
- 4.9** If any of the Parties or a Clean Team member is required by any law, rule or regulation or requested by any court, legislative or administrative body, stock exchange rules or regulations or listing requirement to disclose any Sensitive Information, then the Party or the Clean Team member, as the case may be, shall, to the fullest extent permitted by law, promptly and prior to disclosure, notify the Provider and shall provide full documentation concerning the disclosure sought so that an appropriate protective order can be sought and/or action can be taken if possible.

5 Legal Contact

- 5.1** Each Party will designate a Legal Contact for the Clean Team. All requests for information, clarification or advice to or from the Clean Team will be managed by the Parties' respective Legal Contacts.

The Legal Contact for Wood Group are:

In house

Martin McIntyre
General Counsel
martin.mcintyre@woodgroup
+12818283510

External counsel

Bertrand Louveaux
Partner
Bertrand.LOUVEAUX@SlaughterandMay.com
+44 20 7090 4173

Kerry O'Connell
Senior Associate
Kerry.oconnell@slaughterandmay.com
+44 20 7090 3975

The Legal Contacts for AFW are

In house

Alison Yapp
Chief General Counsel and Company Secretary
alison.yapp@amecfw.com
+44 207 429 7504

External counsel

Simon Pritchard
Partner, Linklaters LLP
+44 20 7456 2551
simon.pritchard@linklaters.com

Anna Mitchell
Managing Associate, Linklaters LLP
+44 20 7456 2801
anna.mitchell@linklaters.com

Ludovica Pizzetti

Associate, Linklaters LLP

+44 20 7456 3926

ludovica.pizzetti@linklaters.com

- 5.2** 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.

6 External Professional Adviser

Each Party can provide Sensitive Information to an external professional adviser designated by the other Party and hired by that Party in connection with the Proposed Transaction (e.g. independent accountants, lawyers, financial advisers).

7 Return and Destruction of Sensitive Information

- 7.1** In the event of discussions concerning the Proposed Transaction terminating, all Sensitive Information will be returned to the Provider or destroyed according to the terms outlined in the NDA.
- 7.2** It is further understood that in the event of the Proposed Transaction not completing, the obligations set out under this Protocol shall continue in full force until the date that is 12 months after termination of discussions or negotiations.

8 Breach of this Protocol

The Parties acknowledge and agree that a breach of the provisions of this Protocol would cause the Parties to suffer irreparable damage that could not be adequately remedied by an action of law. Accordingly, Wood Group agrees that AFW and AFW agrees that Wood Group may be entitled to seek specific performance of the provisions of this Protocol to enjoin a breach or attempted or threatened breach of the provisions thereof and to any other remedy, including damages and injunctive relief, awarded by a court of competent jurisdiction as set forth below.

9 Governing Law

This Protocol, and any other obligations arising out or in connection with it, shall be governed by, and construed in accordance with, the laws of England and Wales. In the event of any litigation arising under this Protocol or in relation to any non-contractual or other obligations arising out of or in connection with this Protocol, the Parties agree to submit to the exclusive jurisdiction of England and Wales.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

SIGNED for and on behalf of Wood Group PLC

Represented by: WILLIAM G SETTER

Title: COMPANY SECRETARY

William G Setter

SIGNED for and on behalf of Amec Foster Wheeler PLC

Represented by: ALISON YAPP

Title: CHIEF GENERAL COUNSEL AND COMPANY SECRETARY

A Yapp

Annex 1

Clean Team members

Wood Group Clean Team	
Sensitive Information	
Name	Function
Steve Wayman	Group Head of Strategy and Development
John Kearney	Group Head of Technology and Innovation
Martyn Link	Group Head of Strategic Analysis and Planning
Steve Nicol	CFO of Asset Life Cycle Solutions, East Division
Martin McIntyre	General Counsel
Tony Dinozzi	Group Head of M&A
Iain Jones	Senior Legal Adviser

AFW Clean Team	
Sensitive Information	
Name	Function
Alison Yapp	General Counsel and Company Secretary
Gaby Carnwath	Senior Legal Counsel (M&A)
Francois Lafaix	Head of Strategy
Stephen Roger	Contracts Director