

Integration Planning Clean Team Agreement

This Integration Planning Clean Team Agreement (the “**Agreement**”) is entered into on 27 April 2017 by and between:

1. John 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 On 13 March 2017, Wood Group made a recommended offer to acquire AFW (the “**Proposed Transaction**”).
- 1.2 The Parties have also entered into a non-disclosure agreement dated 3 March 2017 (the “**NDA**”), a clean team agreement dated 4 March 2017 (the “**Clean Team Agreement**”) and a confidentiality and joint defense agreement (the “**JDA**”) dated 6 March 2017.
- 1.3 In connection with the Proposed Transaction, the Parties recognise that their respective teams working on Integration Planning will need access to some commercially sensitive information of the other Party. This Agreement is intended to ensure that the exchange of Integration Planning Clean Team Information (as defined below) necessary for the planning of the Proposed Transaction and integration process does not give rise to any infringement of antitrust law and stipulates the procedure for the exchange of Integration Planning Clean Team Information.

2 Definition of Integration Planning Clean Team Information

- 2.1 Integration Planning Clean Team Information is any information provided by one Party to the other Party which:
 - (i) has been designated as Integration Planning Clean Team Information by the Party providing the information; and
 - (ii) contains non-public information on the commercial strategy of the Party providing the information that might be expected to influence the commercial strategy of the Party receiving the information.

For the purposes of this Agreement, Integration Planning Clean Team Information may 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;
- key commercial terms of supply contracts or other major agreements (e.g. JV agreements);
- 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 Integration Planning Clean Team Information will 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 Terms of the Integration Planning Clean Team Agreement

The Parties hereby agree as follows:

- 3.1** Integration Planning Clean Team information shall only be disclosed by the providing Party to the receiving Party for the purpose of:
- evaluating the synergies expected to result from the Proposed Transaction; and/or
 - planning the Proposed Transaction and integration process.
- 3.2** Each Party receiving Integration Planning Clean Team Information will keep such information strictly confidential and will not use it for any purpose (including, but not limited to, any competitive or commercial purpose) other than those set out at clause 3.1 above.
- 3.3** Each Party receiving Integration Planning Clean Team Information from the other Party will ensure that such information is made available only to:
- 3.3.1** the employees, officers or directors who are part of the receiving Party’s Integration Planning Clean Team (set out in Annex 1, as updated from time to time in line with Clause 3.6 below); and/or
 - 3.3.2** an external professional adviser hired by the receiving Party in connection with the Proposed Transaction (e.g. independent accountants, lawyers, financial advisers).
- 3.4** In certain circumstances, the Parties may limit the disclosure of certain Integration Planning Clean Team Information to certain individuals within an integration planning “sub-group” of the Integration Planning Clean Team, the members of such sub-group having been

previously agreed between the Parties. Such individuals must not share the relevant Integration Planning Clean Team Information outside of the relevant sub-group and external professional advisers.

- 3.5** Each Party shall ensure that its Integration Planning 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 the business that compete with Wood Group and/or AFW from the time a person first joins the Integration Planning Clean Team until the earlier of:
- 3.5.1** completion of the Proposed Transaction; or
 - 3.5.2** 12 months from the time the Integration Planning Clean Team no longer has access to Integration Planning Clean Team Information.
- 3.6** A person will not become a member of a Party's Integration Planning Clean Team until:
- (i) the person has been made aware of his/her obligations under this Agreement and has signed an acknowledgement in the form of Annex 2; and
 - (ii) the other Party has been provided with the signed acknowledgment and has consented to the person being a member of the Integration Planning Clean Team.
- 3.7** Each Party is entitled to add and/or substitute its Integration Planning Clean Team members (including any Integration Planning Clean Team sub-group members) at any time through following the process outlined in Clause 3.6 above.
- 3.8** Each Party will ensure that its Integration Planning Clean Team contains only persons who require access to Integration Planning Clean Team Information for the purposes stated in clause 3.1.
- 3.9** Each Party shall keep an accurate record of all Integration Planning Clean Team 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.).
- 3.10** Each Party shall take all such reasonable measures as may be appropriate to ensure that each external professional adviser who may receive Integration Planning Clean Team Information will be bound by the provisions set forth in this Agreement and the Parties will enter into a separate agreement with any relevant external professional advisers to ensure that they keep Integration Planning Clean Team Information confidential in accordance with this Agreement.
- 3.11** Each Party shall ensure that Integration Planning Clean Team Information is not passed to other persons or entities outside its Integration Planning Clean Team and external professional advisers, and that the information is kept separate from all the documents and records of the receiving Party and is protected with the same security measures and degree of care that would apply to its own confidential information. For the avoidance of doubt, the receiving Party's Integration Planning Clean Team can pass Integration Planning Clean Team Information to the Party who provided the information.
- 3.12** The Integration Planning Clean Team and/or external professional advisers can report to the Party receiving Integration Planning Clean Team Information any conclusions/findings arising from their review of such information as reasonably required for the purposes stated in clause 3.1, provided that any Integration Planning Clean Team Information has been

omitted, redacted, aggregated or otherwise sufficiently masked. The Integration Planning Clean Team and/or external professional advisers can also provide the receiving Party with a summary of the Integration Planning Clean Team Information, provided that this summary is in a form that no longer constitutes Integration Planning Clean Team Information (e.g., because the information has been sufficiently aggregated and/or anonymised).

- 3.13** If any of the Parties or a Integration Planning 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 Integration Planning Clean Team Information, then the Party or the Integration Planning Clean Team member, as the case may be, shall, to the fullest extent permitted by law, promptly and prior to disclosure, notify the Parties 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.
- 3.14** Each Party will designate Legal Contacts for the Integration Planning Clean Team. All requests for information, clarification or advice to or from the Integration Planning Clean Team will be managed by the Parties' respective Legal Contacts.

The Legal Contacts for Wood Group are:

In house

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The Legal Contacts for AFW are

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- 3.15** 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.
- 3.16** In the event of the Proposed Transaction terminating before completion and/or the Proposed Transaction not completing:

- 3.16.1** all Integration Planning Clean Team Information will be returned to the Party providing the information or destroyed according to the terms outlined in the NDA.
- 3.16.2** the obligations set out under this Agreement shall continue in full force until the date that is 2 years after termination of discussions or negotiations.
- 3.17** The Parties acknowledge and agree that a breach of the provisions of this Agreement 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 Agreement 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.
- 3.18** This Agreement is entered into in addition to the NDA, the Clean Team Agreement and the JDA which remain in full force and in effect. To the extent there is any inconsistency between these agreements, with respect to integration planning, this Agreement shall prevail. This Agreement is without prejudice to the Parties' obligations and commitments to the UK Takeover Panel.
- 3.19** This Agreement, 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 Agreement or in relation to any non-contractual or other obligations arising out of or in connection with this Agreement, the Parties agree to submit to the exclusive jurisdiction of England and Wales.
- 3.20** 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 John 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: Company Secretary

Alison Yapp

Annex 1

Integration Planning Clean Team members

Wood Group Integration Planning Clean Team	
Name	Function

AFW Integration Planning Clean Team	
Name	Function

Annex 2

Acknowledgment to be signed by Integration Planning Clean Team members

I, [insert name of Integration Planning Clean Team member], have read and understood the Integration Planning Clean Team Agreement between Wood Group and Amec Foster Wheeler and agree to be bound by its terms with respect to any Integration Planning Clean Team Information that is provided to me.

I further agree:

- (i) not to disclose to anyone any Integration Planning Clean Team Information other than as set out in this Agreement;
- (ii) to use the Integration Planning Clean Team Information only under the terms outlined in the Agreement; and
- (iii) that any Integration Planning Clean Team Information provided to me will be used by me only for the purpose set out in Clause 3.1 of the Agreement in connection with the Proposed Transaction, and for no other purpose, and will not be used by me in any business affairs or be imparted by me to any other person other than as set out in the Agreement.

Agreed to and Accepted on

Signed:

Name/Title/Company: