

PROJECT ROYAL CLEAN TEAM AGREEMENT

This Clean Team Agreement (the "**Agreement**") is entered into on 30 August 2022 between

- (1) **RPS Group plc**, a company incorporated and registered in England and Wales with company number 02087786, whose registered office is at 20 Western Avenue, Milton Park, Abingdon OX14 4SH (together with its subsidiaries and affiliates, the "**Target**"); and
- (2) **Tetra Tech, Inc.**, a company incorporated and registered in Delaware, USA whose registered office is at 3475 E. Foothill Blvd, Pasadena, California, USA 91107 (together with its subsidiaries and affiliates, the "**Bidder**"),

(each a "**Party**" and together the "**Parties**").

WHEREAS:

- (A) This Agreement is entered into in connection with the possible acquisition by Bidder of the Target (the "**Proposed Transaction**"). In this context, Bidder needs access to certain commercially sensitive information of the Target in order to:
 - (i) facilitate due diligence and evaluation of the Proposed Transaction;
 - (ii) carry out planning and integration in relation to the Proposed Transaction in the event that Bidder's bid is accepted; and
 - (iii) undertake regulatory analysis (including antitrust and foreign investment analysis) and, as needed, prepare filings and communicate with the relevant regulatory authorities in relation to the Proposed Transaction,(the "**Clean Team Purposes**").
- (B) Competition law requires that Bidder and the Target remain and continue to operate as separate companies until the Proposed Transaction closes, and the safeguards regarding the exchange of commercially sensitive information between Bidder and the Target set out in this Agreement must be followed at all times (unless and until Bidder acquires the Target) in order to reduce the risks related to the sharing of commercially sensitive information between actual or potential competitors.
- (C) Access to "**Clean Team Information**" (as defined in paragraph 2.1) will be limited to certain employees and representatives of Bidder, as well as certain advisers ("**Clean Team**") and will not be accessible to other employees or representatives of Bidder (or any of their subsidiaries or affiliates), or any other persons. Subject to the provisions of this Agreement, personnel assigned to the Clean Team will be permitted to receive and evaluate Clean Team Information and discuss such Clean Team Information with other members of the Clean Team.
- (D) The purpose of this Agreement is to set out the terms on the basis of which Clean Team Information will be provided to Bidder for the Clean Team Purposes.

IT IS AGREED as follows:

1 Clean Team Members

- 1.1 The Clean Team shall be made up of those employees and representatives of Bidder, as well as certain advisers, who the Parties have agreed in writing to include in Annex 1 (and as may be amended from time to time in accordance with the provisions of paragraph 1.5) ("**Clean Team Members**").
- 1.2 Each Clean Team Member shall sign a copy of the Acknowledgement contained in Annex 2, as may be amended from time to time by the Parties by mutual written consent. The signed copies of said forms shall be shared with the external counsel contacts in Section 4 below.
- 1.3 Bidder will ensure that its Clean Team contains only members who require access to the Clean Team Information for the Clean Team Purposes. Bidder will further ensure that its Clean Team does not contain anyone involved in the commercial / strategic operations and decisions (including making decisions on pricing activities, sales, marketing, research and development) with respect to any business owned or controlled by Bidder or its affiliates and which competes with (or has the potential to compete with) the Target.
- 1.4 In the event that the Proposed Transaction does not proceed, no Clean Team Member shall be involved in the commercial / strategic operations and decisions with respect to any business owned or controlled by Bidder or its affiliates and which competes with (or has the potential to compete with) the Target, for two years from the time the Clean Team Member no longer has access to the Clean Team Information.
- 1.5 Bidder will inform the Target in writing of the Clean Team Members it proposes for its Clean Team. The appointment of the Clean Team Members, including the appointment of new members, will be subject to the Target's prior written consent (such consent not to be unreasonably withheld).

2 Clean Team Information

- 2.1 Information shall be designated "**Clean Team Information**" by the Target if, in its sole discretion (acting reasonably), Target considers such information: (i) commercially sensitive; and (ii) might be expected to influence the commercial strategy of Bidder (or its owned, controlled or affiliated businesses). Annex 3 sets out an indicative list of information that may, without limitation, be treated as Clean Team Information. Clean Team Information will not include information which: (i) is in the public domain prior to the disclosure; (ii) is lawfully in Bidder's possession prior to the disclosure; (iii) becomes part of the public domain by publication or otherwise through no unauthorised act or omission on the part of Bidder; or (iv) is independently developed by an employee(s) or other agent(s) of the Parties.
 - 2.2 The exchange of Confidential Information (as defined in the confidentiality agreement between Bidder and the Target dated 17 August 2022 (the "**NDA**")) is governed by the provisions of the NDA. However, the exchange of any information designated Clean Team Information must be made in accordance with this Agreement.
 - 2.3 Clean Team Information shall be disclosed within the virtual dataroom for the Clean Team Purposes, in a manner which is accessible only by the relevant Clean Team Members and/or by communications clearly marked with "*Clean Team Only*" or "*Clean Team Information*".
 - 2.4 The Target shall only disclose Clean Team Information to the Clean Team Members to the extent reasonably necessary for the Clean Team Purposes.
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- 2.5** Bidder shall limit access to Clean Team Information received from the Target to the Clean Team Members only. Bidder shall procure that its advisers who may have access to Clean Team Information do not disclose the Clean Team Information to any person who is not a Clean Team Member.
- 2.6** No Clean Team Member will disclose relevant Clean Team Information to anyone other than another relevant Clean Team Member or use any Clean Team Information for any purpose other than for the Clean Team Purposes. If any Clean Team Information is disclosed by Bidder to persons who are not Clean Team Members, Bidder shall (i) inform the Target and Target's law firm without delay of the disclosure and (ii) take such action as Target may reasonably require to mitigate any consequences of the disclosure.
- 2.7** If 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 Clean Team Information, then Bidder 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 Target and shall provide full documentation concerning the disclosure sought so that appropriate action can be taken if necessary.
- 2.8** The Clean Team can report to other Bidder personnel any summaries, reports, conclusions or findings, which incorporate the Clean Team Information, on a strictly need to know basis for the Clean Team Purposes provided that, prior to any such documents being shared outside the Clean Team, that any Clean Team Information has been omitted, redacted, anonymised or sufficiently obscured from such summaries, reports, conclusions or findings so as to render it no longer commercially sensitive and external legal sign-off from the Bidder's Contact has been sought and obtained where the respective Clean Team Member sharing the summary, report, conclusion or finding (as applicable) is internal to the Bidder (i.e. employed by the Bidder) prior to sharing. Such information shall continue to be Confidential Information (as applicable) and will be covered by the NDA.

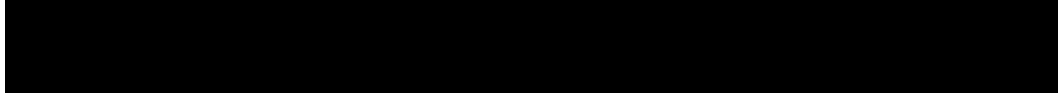
3 Records

- 3.1** All Clean Team Information will be kept secure and separate from other records, documents or information. Bidder will take reasonable steps to store Clean Team Information in such a way as to ensure that non-Clean Team Members cannot access any materials containing Clean Team Information.
- 3.2** On request, Clean Team Members will (so far as reasonably practicable) destroy, render inaccessible or return to the Target's Contact (as set out in clause 4.1 below) any Clean Team Information they possess in the event that they cease to be a Clean Team Member or in the event that the Proposed Transaction does not happen.
- 3.3** In the event of discussions concerning the Proposed Transaction terminating and / or the Proposed Transaction not completing, the obligations set out under this Agreement will continue in full force until the date that is two years after the termination of discussions or negotiations.

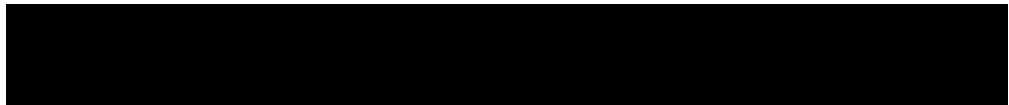
4 Contacts

4.1 Each Party will designate a 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 Contacts.

4.1.1 The Contact for Bidder is:



4.1.2 The Contact for the Target is:



4.2 The Parties may replace and / or specify additional Contacts from time to time. Any change by a Party of the Contact will be communicated in writing to the Contact of the other Party.

5 Counterparts

5.1 This Agreement may be executed in any number of counterparts and by the Parties 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 Agreement, but all the counterparts will together constitute but one and the same instrument.

6 Governing Law

6.1 This letter and any obligation in connection with this letter, contractual or non-contractual, shall be governed by and 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 the Parties (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).

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first set out above:

EXECUTED BY)
[Redacted])
acting for and on behalf of) [Redacted]
Bidder)
)
)

EXECUTED BY)
_____)
acting for and on behalf of)
the Target)
)
)

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first set out above:

EXECUTED BY)
_____)
acting for and on behalf of)
Bidder)
)
)

EXECUTED BY)
[REDACTED])
acting for and on behalf of) [REDACTED]
the Target)
)
)

Annex 1

List of Bidder Clean Team Members

The list of Clean Team Members who will have access to the Clean Team Information consists of the individuals named below. Additional individuals can be added to this list from time to time in accordance with paragraph 1.5 of this Agreement.

Name	Role	Organisation
[REDACTED]	[REDACTED]	Tetra Tech, Inc.
[REDACTED]	[REDACTED]	Tetra Tech, Inc.
[REDACTED]	[REDACTED]	Tetra Tech, Inc.
[REDACTED]	[REDACTED]	Tetra Tech, Inc.
[REDACTED]	[REDACTED]	Tetra Tech, Inc.
[REDACTED]	[REDACTED]	Tetra Tech, Inc.
[REDACTED]	[REDACTED]	Tetra Tech, Inc.
[REDACTED]	[REDACTED]	Hogan Lovells International LLP
[REDACTED]	[REDACTED]	Hogan Lovells International LLP
[REDACTED]	[REDACTED]	Hogan Lovells International LLP

Annex 2

ACKNOWLEDGEMENT

- 1 I, _____, have read the foregoing Agreement and agree to be bound by its terms with respect to any Clean Team Information (as defined in the Agreement).
- 2 I will have access to the folder(s) containing Clean Team Information in the virtual data room.
- 3 I agree:
 - (i) not to disclose to anyone any Clean Team Information other than as set out in the Agreement;
 - (ii) not to make any copies of any Clean Team Information except in accordance with the Agreement; and
 - (iii) to use Clean Team Information only for the Clean Team Purposes and as set out in the Agreement.
- 4 I confirm that I am not involved in commercial/strategic operations and decisions (including making decisions on pricing activities) with respect to any business owned or controlled by Bidder or which is an affiliate of Bidder, and which competes (or potentially competes) with the Target.
- 5 I further agree that any Clean Team Information furnished to me will be used by me only to the extent reasonably necessary to undertake the Clean Team Purposes and for no other purpose.

Agreed to and Accepted on: _____

Signature: _____

Title: _____

Company: _____

Annex 3

Indicative list of Clean Team Information

- 1** Subject to clause 2.1 of the Agreement, Clean Team Information is any information that is not publicly available, is commercially sensitive and might be expected to influence the commercial strategy of Bidder. In accordance with clause 2.1 of the Agreement, the designation of information as Clean Team Information will be for the Target, but the following information would generally be presumed to be Clean Team Information for so long as it is:
- (i) non-public current or future commercial strategy;
 - (ii) current or future pricing (including discounts, rebates etc.), fee schedules, pricing policies, pricing formulas, pricing plans or other competitive terms of sale;
 - (iii) current or future profit margins or profitability targets for specific products/services or customers;
 - (iv) market share estimates where these are not in the public domain;
 - (v) product/service level sales data by country (including forecasts);
 - (vi) specific (non-aggregate) current or future costs or margin information;
 - (vii) details of trade secrets and other proprietary technology and data;
 - (viii) non-public forward-looking competitive information concerning future operations or strategies, including development plans, marketing plans, sales/promotional plans, strategic plans, capital investment plans, product/service launches, new product/service plans or any other materials concerning future operations or strategies;
 - (ix) detailed pipeline information, including launch timelines (unless public), R&D plans (including R&D spend/projections at the product/service level), strategic plans, and confidential collaboration arrangements;
 - (x) information about existing or potential customers or other business partners, including contracts, costs, prices, rates, profitability, or other specific customer or business partner information;
 - (xi) status of negotiations with existing or potential customers or business partners;
 - (xii) bid data, bid strategies and intentions on whether to bid on future tender opportunities;
 - (xiii) the content of major supply contracts and in particular pricing terms or other material terms.
 - (xiv) any other sensitive information which could cause the other party to alter its pricing strategy in relation to competing products/services or its strategy regarding the development of future competing products/services.
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