

## EXECUTION VERSION

### STRICTLY PRIVATE AND CONFIDENTIAL

From: RPS Group plc (the "**Company**")  
20 Western Avenue, Milton Park, Abingdon OX14 4SH

To: Tetra Tech, Inc. (the "**Offeror**")  
3475 East Foothill Boulevard, Pasadena, California 91107-6024, USA

17 August 2022

Dear Sirs/Madams

### CONFIDENTIALITY LETTER

The Offeror has expressed an interest in the possible acquisition of the entire issued and to be issued share capital of the Company, either by way of a takeover offer or scheme of arrangement in accordance with the Companies Act 2006 (the "**Proposed Transaction**"). This letter sets out the terms on which each party (a "**Discloser**") has agreed to supply the other party (a "**Recipient**") certain confidential and proprietary information relating to their respective businesses in connection with the Proposed Transaction.

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In this letter:

"**Affiliate**" means, in relation to a person, each or any other person who for the time being directly or indirectly controls, is controlled by or is under common control with such person, and "control" for these purposes means (a) holding the majority of the voting rights or share capital of such person or (b) otherwise having the power to direct the management and policies of such person;

"**Authorised Recipients**" means those of the Recipient's Representatives who reasonably need access to Confidential Information for the Permitted Purpose (and "**Authorised Recipient**" means any of them);

"**Confidential Information**" means any information of whatever nature supplied to a Recipient (or its Representatives) by or on behalf of the Discloser (or its Representatives) and in whatever form (including in written, oral, electronic and visual form) for the purpose of considering, negotiating and advising in relation to or furthering the Proposed Transaction, including:

- (a) all information recorded in any medium relating to the Group's business, financial or other affairs (including future plans);
- (b) any analyses, reports, studies, notes or other materials prepared by either party which contain or otherwise reflect or are generated from any of the information specified above or in relation to the Proposed Transaction;
- (c) the fact and content of the communications and discussions between the parties; and
- (d) the Proposed Transaction, including the existence and the contents of this letter;

but excludes any information which:

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- (a) is in, or subsequently comes into, the public domain except through breach of the obligations in this letter;
- (b) is, on the date of this letter, lawfully in the Recipient's or its Representatives' possession free from any obligation of confidentiality;
- (c) subsequently comes lawfully into the Recipient's or its Representatives' possession free from any obligation of confidentiality; or
- (d) is or has been independently developed by the Recipient or its Representatives without breach of the obligations in this letter,

and any reference to "**Confidential Information**" shall be to the full or any part of such Confidential Information as the context permits;

"**Finance Provider**" means a provider or prospective provider of finance to a person in connection with the Proposed Transaction;

"**Group**" means, in relation to any person, each or any of (a) that person and (b) its Affiliates;

"**Permitted Purpose**" means the evaluation and negotiation of the Proposed Transaction and advising in connection with it;

"**Panel**" means the Panel on Takeovers and Mergers;

"**Personal Data**" means any information relating to an identified or identifiable natural person;

"**Protected Period**" means the period commencing on the date of this letter and ending on the earlier of: (a) the last day of the twelfth month following that date; and (ii) the date on which the Proposed Transaction, if implemented by way of a takeover offer, is declared unconditional or, if implemented by way of a scheme of arrangement in accordance with the Companies Act 2006, becomes effective;

"**Representatives**" means, in relation to any person, each or any of (a) its directors, officers, employees, agents, representatives, legal advisers, professional advisers and Finance Providers; (b) its Affiliates; and (c) the directors, officers, employees, agents, representatives, legal advisers, professional advisers and Finance Providers of its Affiliates;

"**Restricted Person**" means any director, officer, or other senior employees (with the title of, or equivalent to, executive vice president or higher) of a party or any member of such party's Group who had direct contact with the other party in connection with the Proposed Transaction; and

"**Takeover Code**" means the City Code on Takeovers and Mergers.

1.2 In this letter (unless the context requires otherwise):

- (a) "**including**", "**includes**" or "**in particular**" means including, includes or in particular without limitation;
- (b) "**written**" or "**writing**" includes any method of representing or reproducing words in a legible form;

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- (c) any reference to a person includes an individual, company, corporation, body corporate, partnership, unincorporated association or authority (whether or not having a separate legal personality); and
- (d) the singular includes the plural and vice versa.

### 2. UNDERTAKING

In consideration of each party and its respective Representatives making Confidential Information available to the other party and its Authorised Recipients, each party undertakes that it will comply with the terms of this letter. This undertaking is given for the benefit of the other party and for the benefit of each of their respective Affiliates.

### 3. CONFIDENTIALITY

3.1 Subject to paragraph 4, the Recipient will, and will procure that its Authorised Recipients will:

- (a) keep the Confidential Information secret and confidential;
- (b) keep the existence of the Proposed Transaction, the existence, status or progress of any negotiations or discussions between the parties and the parties' respective Representatives relating to the Proposed Transaction, the fact that each party and each party's respective Representatives have been willing to enter into such negotiations and discussions with the other party or any other person, the fact that each party and each party's respective Representatives have made Confidential Information available to the other party and its Representatives and the existence and contents of this letter secret and confidential;
- (c) use or permit the use of the Confidential Information, directly or indirectly, only for the Permitted Purpose;
- (d) not disclose or permit the disclosure of the Confidential Information to any person, except as permitted by this letter;
- (e) keep the Confidential Information reasonably secure and in such a way as to protect it, to the extent reasonably practicable, against theft, damage, loss and unauthorised access; and
- (f) not transfer or permit the transfer of Confidential Information comprising Personal Data to a country or territory outside the UK, European Economic Area and jurisdictions with adequate data protection laws.

3.2 All Confidential Information shall remain the property of the Group to which it relates and no rights or licence in the Confidential Information shall be conferred on the Recipient or any of its Authorised Recipient except as set out in this letter.

3.3 Subject at all times to Rule 2.3(d) of the Takeover Code, each party acknowledges the confidential nature of the negotiations and discussions between the parties and their respective Representatives relating to the Proposed Transaction and agree to inform each of their respective Representatives who have knowledge of the Proposed Transaction that the Proposed Transaction is secret and confidential.

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### 4. PERMITTED DISCLOSURE

4.1 The Recipient may disclose Confidential Information to its Authorised Recipients, provided that the Recipient:

- (a) discloses Confidential Information to its Authorised Recipients only to the extent reasonably necessary for the Permitted Purpose;
- (b) informs each Authorised Recipient that the Confidential Information is confidential and of the existence and terms of this letter; and
- (c) directs each Authorised Recipient to comply with the terms of this letter which are applicable to such Authorised Recipient as if that Authorised Recipient were a party to the letter and had undertaken the same obligations as are undertaken by the Recipient, and the Recipient shall be responsible for any breach by any such Authorised Recipient of the provisions of this letter.

4.2 Without prejudice to paragraph 4.1, the Recipient or an Authorised Recipient may disclose Confidential Information or make a public announcement relating to the Proposed Transaction to the extent that such person is required to do so by applicable law or regulation or by any competent judicial, governmental or regulatory authority (including, without limitation, the Panel), or the rules of any exchange for listed securities on which the Recipient's or an Authorised Recipient's securities or the securities of a member of its Group are listed or professional body or the Takeover Code provided that before doing so, and to the extent reasonably practicable and subject to applicable law or regulation, the Recipient shall:

- (a) inform the Discloser as soon as reasonably practicable of the basis on which such disclosure or announcement is required;
- (b) take into account such reasonable steps as the Discloser requires to avoid or limit such disclosure or announcement, except when this may, in the sole discretion of the Recipient, have significant adverse consequences for the Recipient or for the Authorised Recipient concerned; and
- (c) take into account the Discloser's reasonable requests as to the form, content and timing of the disclosure or announcement.

4.3 Without prejudice to paragraph 4.1, if the Recipient is unable to inform the Discloser before the disclosure of Confidential Information pursuant to paragraph 4.2, the Recipient shall (to the extent reasonably practicable and subject to applicable law or regulation) inform the Discloser of the circumstances and content of the disclosure or announcement immediately after it is made.

4.1 For the avoidance of doubt, nothing in this letter shall prevent, or shall be construed as preventing:

- (a) the board of the Offeror from making an announcement relating to a possible offer or offer to acquire some or all of the issued and to be issued share capital of the Company, at any time the board of the Offeror considers appropriate;
- (b) the Offeror from engaging with or having any contact of any kind whatsoever with any of its own shareholders or the shareholders of the Company in connection with the Proposed Transaction or otherwise, including, for the avoidance of doubt, disclosing

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Confidential Information to its own shareholders or the shareholders of the Company, in their respective capacity as the Offeror's shareholders or the Company's shareholders (for this purpose, Confidential Information having only the meaning in paragraphs (c) and (d) of the definition of "Confidential Information"); nor

- (c) the Offeror from making any announcement or disclosure containing Confidential Information (for this purpose, Confidential Information having only the meaning in paragraphs (c) and (d) of the definition of "Confidential Information").

### 5. RETURN OF CONFIDENTIAL INFORMATION

5.1 Subject to paragraph 5.2, each party shall, and shall use its reasonable endeavours to procure that each of its Authorised Recipients shall, on written demand from the other party:

- (a) as soon as reasonably practicable destroy or return to the Discloser (at the Recipient's election) all hard copy documents and other materials containing Confidential Information held by it without keeping any copies;
- (b) use all reasonable efforts to delete all Confidential Information from any computer or other device in its possession or control; and
- (c) confirm in writing to the Discloser that, to the best of its knowledge having made reasonable enquiries, it has complied with the provisions of paragraph 5.1(a) and 5.1(b).

5.2 Nothing in paragraph 5.1 shall require a party to return, destroy or delete (or procure the return, destruction or deletion of) Confidential Information or any documents or materials containing it to the extent that:

- (a) the Recipient or an Authorised Recipient is required to retain such Confidential Information by any applicable law, rule or regulation, by any bona fide and existing internal compliance or document retention policy or procedures to which the Recipient or the Authorised Recipient are subject, or by any competent judicial, governmental, supervisory or regulatory authority (including, without limitation, the Panel), stock exchange or professional body;
- (b) such Confidential Information has been incorporated in good faith in the Recipient, or an Authorised Recipient's, board, board committee or investment committee papers or minutes relating to the Proposed Transaction;
- (c) the Recipient's professional advisers are required to keep any Confidential Information for record purposes by applicable laws or rules of professional conduct, provided that, if those documents contain Personal Data, the Recipient's professional advisers shall not retain them to the extent the retention is in breach of applicable data protection legislation; or
- (d) such Confidential Information is contained in an archived electronic back-up file made in accordance with the Recipient's or an Authorised Recipient's normal operating, security and/or disaster recovery procedures and, except as otherwise required by law, rule or regulation, no attempt is made to access or recover it from such back-up file.

The obligations of confidentiality in this letter will continue to apply for a period of 12 months from the date of this letter in respect of such retained Confidential Information.

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### 6. APPROACHES

- 6.1 The Offeror shall ensure that all communications regarding the Proposed Transaction and all requests for Confidential Information are directed to James Dawson (████████████████████) or Tom Quinn (████████████████████) at Gleacher Shacklock (or to such other persons as the Company may nominate in writing) and to no other person.
- 6.2 The Company shall ensure that all communications regarding the Proposed Transaction and all requests for Confidential Information are directed to Geoff Isles (████████████████████) or Thomas Brown (████████████████████) at Bank of America or to such other persons as the Offeror may nominate in writing) and to no other person.
- 6.3 Each of the parties shall not, and shall procure that each party's respective Affiliates shall not, without the prior written consent of the other party, at any time during the Protected Period:
- (a) solicit or offer to employ or engage any Restricted Person of the other party in relation to any business; or
  - (b) encourage, procure or assist any person who is during the Protected Period a distributor, agent, customer or supplier of the other party or any member of the other party's Group, in relation to goods or services which are similar to goods or services supplied by or to the other party or the other party's Group, to restrict, vary or cease that relationship other than in the ordinary and usual course of existing business.
- 6.4 Nothing in paragraph 6.3(a) shall prevent a party or any member of its Group from soliciting, engaging or employing any Restricted Person: (i) when such person responds to a bona fide recruitment campaign that was not targeted at Restricted Persons; (ii) who has been terminated by the relevant party prior to the commencement of employment discussions; and (iii) who contacts that party at his or her own initiative without any prior solicitation.
- 6.5 The restrictions in paragraph 6.3(b) do not prohibit a party or any member of its Group from dealing with the other party's distributors, agents, customers or suppliers in the ordinary course of business, as long as the party and any member of its Group, without prejudice to paragraph 4.1, does not refer in any way to the Confidential Information.
- 6.6 The Offeror and the Company consider that the restrictions contained in paragraph 6.3 are no greater than is reasonable and necessary for the protection of their respective legitimate interests.
- 6.7 If any part of the restriction contained in paragraph 6.3 is held to be invalid or unenforceable but would be valid and enforceable if part of the wording of the restriction is deleted or the Protected Period is shortened, the restriction applies with such modification as is necessary to make it valid and enforceable.

### 7. TERM

- 7.1 Subject to paragraph 7.2;
- (a) the obligations in this letter shall cease to have effect upon completion of the Proposed Transaction; and
  - (b) the termination of negotiations between the parties and/or the parties' respective Representatives in relation to the Proposed Transaction and the return or destruction of

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Confidential Information in accordance with the terms of this letter will not release the parties from their respective continuing obligations under this letter.

- 7.2 Save where expressly provided otherwise in this letter, the obligations in this letter will terminate 12 months from the date of this letter. Termination of the obligations in this letter will not release any party from liability for breach before such termination.

### **8. INSIDER DEALING AND MARKET ABUSE**

- 8.1 Each party acknowledges that some or all of the Confidential Information may be price-sensitive or inside information and/or material non-public information relating to one or both parties and/or the securities of one or both parties and that, accordingly, its use or disclosure may constitute insider dealing or market abuse under applicable law. Each party therefore undertakes not to use or disclose, and to use all reasonable efforts to inform Authorised Recipients that they shall not use or disclose, any Confidential Information for any unlawful purpose.
- 8.2 Each party acknowledges that it is aware that the United States securities laws may prohibit persons in possession of material, non-public information regarding an issuer from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

### **9. NO REPRESENTATIONS OR WARRANTIES**

- 9.1 Neither party nor any of their respective Representatives make or give any warranty or representation, express or implied, as to the accuracy, reliability or completeness of any Confidential Information.
- 9.2 Neither party nor any of their respective Representatives will be:
- (a) responsible or liable to the other party or to any other person in respect of Confidential Information provided to the other party or its use; and
  - (b) under any obligation to provide further information, update the Confidential Information or correct any inaccuracies.
- 9.3 Nothing in this paragraph 9 operates to exclude or limit any liability for fraud.

### **10. RIGHT OF REJECTION/TERMINATION**

- 10.1 Neither the Confidential Information nor anything else in this letter shall constitute an offer or invitation to the Recipient, nor will any such information form the basis of any contract.
- 10.2 Neither party nor any of their respective Representatives are obliged to accept any offer or proposal which may be made by the other party and, save as may be expressly agreed between the parties and/or the parties' respective Representatives, a party and any of its Representatives may terminate negotiations with the other party at any time without giving any reason and without incurring any liability to the other party.
- 10.3 Each party is responsible for any costs incurred by it and by its Representatives in considering or pursuing the Proposed Transaction and in complying with the terms of this letter.

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### 11. ACKNOWLEDGEMENTS

- 11.1 Each Party confirms that it is acting as principal on its own account and not as agent or broker for any other person.
- 11.2 Each Party confirms that it and each of its Authorised Recipients are able to receive the Confidential Information without contravening any legal restrictions or undertaking any registration requirements in the jurisdictions in which such party or its relevant Authorised Recipient reside or conduct business.
- 11.3 Each Party acknowledges that the obligations of a Recipient are given to the Discloser on behalf of itself and each member of its Group and its Authorised Recipients.
- 11.4 Each party acknowledges and agrees that neither party nor any of its Authorised Recipients owe any duty of care to the other party, the other party's Authorised Recipients or any other person, and that no person other than the parties has any authority to make or give any statement, warranty, representation or undertaking on behalf of the other party or any of their respective Authorised Recipients (as the case may be) in connection with the Proposed Transaction.
- 11.5 The parties agree that, if the Panel determines that any provision of this letter that requires the Company to take or not to take action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Takeover Code, that provision shall have no effect and shall be disregarded.

### 12. REMEDIES

Without prejudice to any other rights or remedies that each party may have:

- 12.1 if a party becomes aware of any disclosure of Confidential Information which is or is reasonably likely to constitute a breach of this letter, that party shall notify the other party as soon as reasonably practicable in writing and the notifying party shall take such steps as the other party may reasonably require in order to remedy or mitigate the effects of such actual or threatened breach. For the avoidance of doubt, any such steps that a party may be required to take must be commercially reasonable (as determined by the party which becomes aware of any potential breach); and
- 12.2 each party acknowledges and agrees that a person with rights under this letter may be irreparably harmed by any breach of its terms and damages alone may not be an adequate remedy for any breach or threatened breach of the obligations in this letter and that a person with rights under this letter shall be entitled to seek the remedies of injunction, specific performance and other equitable relief to the maximum extent available under applicable law.

### 13. THIRD PARTY RIGHTS

- 13.1 Each of the parties' respective Affiliates shall be entitled to the benefit of and to enforce the terms of this letter in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 13.2 The parties to this letter may, without the consent of any Affiliate, rescind or vary this letter in such a way as to extinguish or alter the benefits or rights conferred by paragraph 13.1.
- 13.3 Except as provided in paragraph 13.1, a person who is not a party to this letter shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.





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On copy:

We have read and agree to the terms of the above letter.

Signed by )  
for and on behalf of Tetra Tech, Inc.: )  
 ) Signature



Date: 17 August 2022