

To: Tetra Tech UK Holdings Limited (the "**Offeror**")
1 Northfield Road,
Reading,
Berkshire,
RG1 8AH

Tetra Tech, Inc. ("**Tetra Tech**")
3475 East Foothill Boulevard
Pasadena, CA 91107
USA

Merrill Lynch International (the "**Bank**")
2 King Edward Street
London
EC1A 1HQ

23 September 2022

Dear Sirs,

Recommended cash offer for RPS Group plc (the "Company")

This letter is a non-binding indication of support. Other than section 4 (General) and 5 (Governing Law and Jurisdiction) nothing herein should be construed as being legally binding.

We understand that the Offeror intends to make an offer by way of a scheme of arrangement under Part 26 of the Companies Act 2006 (the "**Scheme**") to acquire (the "**Acquisition**") all of the issued and to be issued ordinary shares in the capital of the Company (the "**Ordinary Shares**") substantially on the terms of the attached draft offer announcement (the "**Offer Announcement**"), together with such additional terms and conditions as may be required to comply with any applicable law and regulation and the City Code on Takeovers and Mergers (the "**Code**") or as may be agreed in writing between the Company, the Offeror and Tetra Tech.

In consideration of the Offeror releasing the Offer Announcement we hereby confirm as follows:

1 Interests in the Voting Shares

- 1.1** We confirm that we are the investment manager to fund which is currently the beneficial owner of 16,106,118 Ordinary Shares of £0.03 each in the capital of the Company (the "**Voting Shares**").

2 Intention to Support

- 2.1** Based on current information reviewed by us, we intend to be supportive if the Offeror elects to implement the Acquisition by way of the Scheme as described in the Scheme Document,

3 Conditions and qualifications

- 3.1** The above intended support is conditional upon:

3.1.1 the issue of an offer announcement substantially in the form of the Offer Announcement, and/or such other terms as may be required by the Code and/or the requirements of the Financial Conduct Authority not later than 8.00 a.m. (UK time) on 26 September 2022 (or such later date as the Company and the Offeror may agree); and

3.1.2 the Offeror not having announced (with the consent of the Panel), and before the posting of the Scheme Document, that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme (or Takeover Offer) having been announced by the Offeror in accordance with Rule 2.7 of the Code,

and in the event of either of such conditions failing to be satisfied our indication of support under this letter shall automatically lapse.

3.2 Our support under this letter shall lapse if, in our opinion, an announcement is made in accordance with Rule 2.7 of the Code of a competing offer (whether to be made by way of an offer or a scheme of arrangement or otherwise) (a "**Competing Announcement**") in respect of all of the ordinary shares in the Company, the value of the consideration per ordinary share available under which at the time it is made exceeds the value of the consideration per ordinary share available under the Acquisition by at least seven and a half (7.5) per cent. at that time (a "**Higher Competing Offer**").

3.3 In determining the value of any Higher Competing Offer under paragraph 3.2 above, we shall be entitled to take into account such matters, circumstances and factors as we consider, in our sole discretion (acting reasonably), appropriate (including, without limitation, any conditions to, or risks associated with the completion or implementation of, such offer and where such offer includes any non-cash consideration, factors other than the then market value, if any, of such consideration).

3.4 Our support will automatically lapse at 5pm on 31 December 2022 and may be revoked at our sole discretion at any time prior to such date without notice (provided as a matter of courtesy we will seek to notify you as soon as reasonably practicable upon the withdrawal of our support).

4 General

4.1 In this letter, references to the "Scheme" mean the scheme of arrangement details of and the terms and conditions of which are set out in the Offer Announcement and shall include any revised terms which in our reasonable opinion are not materially less favourable than such scheme.

4.2 We accept, acknowledge and confirm that neither the Bank nor the Offeror owe us any duty under the Financial Services and Markets Act 2000 (as amended) and that we are not customers of the Bank for the purposes of the rules of the Financial Conduct Authority and that accordingly it will not be responsible to us for providing the protections afforded to its customers or for giving advice in relation to the Scheme or in connection with this undertaking.

4.3 This letter is an indication of support only and nothing herein obliges us to vote for the Scheme.

4.4 Nothing in this letter shall prevent us from entering into discussions with any person who is considering the possibility of making a Higher Competing Offer or from entering into any form of undertaking that is conditional upon a Higher Competing Offer being made.

- 4.5 References in this letter to the "Scheme" shall be construed as references to such Takeover Offer.
- 4.6 We confirm that we have been given an adequate opportunity to consider whether or not to give this letter of support and to obtain independent advice.
- 4.7 In this letter and all references to time are to London time.
- 4.8 The parties to and addressees of this letter do not intend that any term of this letter shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to, nor addressee of, this letter.
- 4.9 The invalidity, illegality or unenforceability of any provision of this letter shall not affect the continuation in force of the remainder of this letter.
- 4.10 This letter contains the whole agreement between the Offeror and us relating to the subject matter of this letter at the date hereof to the exclusion of any terms implied by law which may be excluded by contract. We acknowledge that we have not been induced to sign this letter by any representation, warranty or undertaking not expressly incorporated into it.

5 Governing law and submission to jurisdiction

We agree that this letter (and any dispute, controversy, proceedings or claim of any nature arising out of or in connection with it, including non-contractual disputes and claims) shall be governed by and construed in accordance with English law and we irrevocably submit to the exclusive jurisdiction of the English Courts.

Yours Sincerely

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