

Agreement

Relating to the proposed acquisition of RPS Group plc

RPS Group plc
Tetra Tech, Inc.

Dated 17 November 2022



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Parties

- (1) **RPS Group plc**, a public limited company incorporated in England and Wales with company number 02087786 and registered address at 20 Western Avenue, Milton Park, Abingdon, Oxfordshire, United Kingdom, OX14 4SH (**RPS**)
- (2) **Tetra Tech, Inc.**, a company incorporated in the state of Delaware with registration number 2151089 and registered address at 3475 East Foothill Boulevard, Pasadena, California 91107-6024, USA (**Tetra Tech**)

together referred to as the **parties** and each as a **party** to this agreement (**Agreement**).

Background

- A On 23 September 2022 the boards of RPS and Tetra Tech announced a firm intention to make a recommended offer pursuant to which Tetra Tech UK Holdings Limited (a wholly-owned subsidiary of Tetra Tech) would acquire the entire issued and to be issued ordinary share capital of RPS on the terms and subject to the conditions set out in the 2.7 Announcement (**Transaction**).
- B The parties intend that the Transaction will be implemented by way of a scheme of arrangement of RPS pursuant to Part 26 of the Act (**Scheme**), but Tetra Tech reserves the right, as set out in (and subject to the terms and conditions of) the 2.7 Announcement and this Agreement, to implement the Transaction by way of a contractual takeover offer as defined in Chapter 3 of Part 28 of the Act and as governed by the Code, by Tetra Tech (or by a wholly-owned subsidiary of Tetra Tech), to acquire the entire issued and to be issued ordinary share capital of RPS including, where the context admits, any subsequent revision, variation, extension or renewal of such offer (**Offer**).
- C The Scheme Document was posted to shareholders of RPS on 11 October 2022 and RPS Shareholders voted in favour of the Scheme and the relevant Resolution at the General Meeting on 3 November 2022.
- D Owing to the uncertainty of the anticipated FDI Regulatory Condition Clearance Date, the parties have agreed to seek a Sanction Hearing in January 2023 and have agreed to enter into this agreement in relation to certain of the Scheme Conditions.

Agreed terms

1 Interpretation

1.1 In this Agreement:

2.7 Announcement means the announcement of 23 September 2022 released by the board of Tetra Tech, Tetra Tech UK Holdings Limited and RPS pursuant to Rule 2.7 of the Code in relation to the Transaction.

Act means the Companies Act 2006, as amended from time to time.

Business Day means a day, other than a Saturday or Sunday or public or bank holiday, on which banks in London and Delaware are generally open for business.

Code means the UK City Code on Takeovers and Mergers in force from time to time and interpreted by the Panel.

Court means the High Court of Justice in England and Wales.

Court Sanction Date means the date on which the Sanction Hearing takes place.

FDI Regulatory Conditions means the Conditions set out in paragraphs 3.1 and 3.2 (inclusive) of Part 3 of the Scheme Document.

FDI Regulatory Condition Clearance Date means the later of the date of satisfaction or waiver of (i) the FDI Regulatory Condition at paragraph 3.1 of Part 3 of the Scheme Document or (ii) the FDI Regulatory Condition at paragraph 3.2 of Part 3 of the Scheme Document.

Law means any applicable statutes, common law, rules, ordinances, regulations, codes, orders, judgments, injunctions, writs, decrees, directives, governmental guidelines or interpretations having the force of law or bylaws, in each case, of a Relevant Authority.

Notice has the meaning given to it in Clause 5.1.

Offer has the meaning given to it in Recital B, and any reference to Offer also includes any increased, renewed or revised offer.

Panel means the UK Panel on Takeovers and Mergers.

Regulation means Council Regulation (EC) No 139/2004 (as amended).

Regulatory Information Service means a regulatory information service as defined in the FCA Handbook.

Relevant Authority means any central bank, ministry, governmental, quasi-governmental, national, supranational (including the European Union), statutory, regulatory, environmental, administrative, supervisory, fiscal or investigative body or authority (including any antitrust, competition or merger control authority, any sectoral ministry or regulator and any foreign direct investment review body), tribunal, court, trade agency, association, institution, employee representative body or any other body or person whatsoever in any jurisdiction, including, without limitation, the Panel.

RPS Board means the board of directors of RPS from time to time.

Sanction Hearing means the hearing of the Court of the petition to sanction the Scheme pursuant to section 899 of the Act, including any adjournment thereof.

Scheme has the meaning given to it in Recital B, and reference to the Scheme also includes any modified, renewed or revised scheme.

Scheme Conditions means the Conditions relating to the Scheme becoming effective in accordance with its terms, set out in paragraphs 1 to 3 of Part A of part 3 of the Scheme Document.

Scheme Document means the circular sent to (among others) RPS Shareholders on 11 October 2022 setting out (among other things) details of the Transaction, the full terms and

conditions of the Scheme and the explanatory statement required pursuant to Part 26 of the Act and incorporating the notices convening the Court Meeting and the General Meeting, including any revised or supplementary circular.

Scheme Market Conditions means the Conditions relating to the Scheme set out at paragraphs 3.7(i) to 3.7(v) inclusive of part A of Part 3 of the Scheme Document.

Tetra Tech Directors means the directors of Tetra Tech from time to time.

Tetra Tech Group means Tetra Tech and its subsidiary undertakings from time to time and **member of the Tetra Tech Group** shall be construed accordingly.

Transaction has the meaning given to it in Recital A.

1.2 In this Agreement, except where the context otherwise requires:

- (a) the expression **group**:
 - (i) in relation to RPS, means RPS together with its subsidiaries and subsidiary undertakings from time to time; and
 - (ii) in relation to Tetra Tech, means Tetra Tech together with its subsidiaries and subsidiary undertakings from time to time;
- (b) the expressions **subsidiary**, **subsidiary undertaking**, **parent** and **parent undertaking** shall have the meanings given in the Act;
- (c) the expression **acting in concert**, **concert parties** and **offer** have the meaning given to them in the Code;
- (d) a reference to an enactment or statutory provision includes a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;
- (e) references to one gender include other genders;
- (f) words in the singular include the plural and vice versa;
- (g) a reference to a **person** includes a reference to an individual, an individual's executors or administrators, a partnership, a firm, a body corporate, an unincorporated association, government, state or agency of a state, local or municipal authority or government body, a joint venture or association (in any case, whether or not having separate legal personality);
- (h) a reference to a Recital, Clause or Schedule (other than to a schedule to a statutory provision) shall be a reference to a recital, clause or schedule (as the case may be) to this Agreement;
- (i) references to times are to London time;
- (j) any reference to a **day** (including within the phrase **Business Day**) shall mean a period of 24 hours running from midnight to midnight;
- (k) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates the English legal term in that jurisdiction;

- (l) references to **writing** shall include any modes of reproducing words in any legible form and include email except where otherwise expressly stated;
- (m) a reference to **includes** or **including** shall mean **includes without limitation** or **including without limitation** respectively;
- (n) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word **other** shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- (o) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (p) where the words **reasonable endeavours** are used in this Agreement in relation to the performance of any act by a party, such party shall be required to take only those steps in performing such act as are commercially reasonable having regard to such party's circumstances at the time, but shall not be required to ensure such act's performance by assuming material expenditure or otherwise;
- (q) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (r) references to this Agreement include this Agreement as amended or supplemented in accordance with its terms.

1.3 Words and phrases defined in the Scheme Document shall, where the context permits, have the same meaning in this Agreement.

1.4 The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.5 The Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.

2 Regulatory Conditions

2.1 Tetra Tech irrevocably undertakes to RPS that with effect from the FDI Regulatory Condition Clearance Date it hereby waives and agrees to treat as fully satisfied the Scheme Market Conditions (including for the avoidance of doubt waiving its right or ability to invoke such Scheme Market Conditions).

2.2 Any waiver set out above shall be without prejudice to the obligations of either party to seek any Clearance including the obligations set out in the Co-Operation Agreement which shall remain in full force and effect.

3 Code and relevant law

3.1 Nothing in this Agreement shall in any way limit the parties' obligations or those of their respective directors under the Code and any other applicable Law, and any uncontested rulings of the Panel as to the application of the Code in conflict with the terms of this Agreement shall take precedence over the terms of this Agreement.

3.2 Without prejudice to the warranties and undertakings given by the parties pursuant to Clause 4, nothing in this Agreement shall be taken to restrict the directors of any member of the Tetra

Tech Group or the RPS Group from complying with Law, orders of court or regulations, including the Code, the Listing Rules and the rules and regulations of the Panel.

4 Warranties and undertakings

- 4.1 Tetra Tech warrants to RPS, and RPS warrants to Tetra Tech on the date of this Agreement that:
- (a) it has the requisite power and authority to enter into and perform its obligations under this Agreement;
 - (b) this Agreement constitutes its legal, valid and binding obligations in accordance with its terms;
 - (c) the execution and delivery of, and performance of its obligations under, this Agreement shall not:
 - (i) result in a breach of any provision of its constitutional documents;
 - (ii) result in a breach of, or constitute a default under, any instrument (which is material in the context of the Transaction) to which it is a party or by which it is bound; or
 - (iii) result in a breach of any order, judgment or decree of any court or governmental agency to which it is a party or by which it is bound; and
 - (d) it is not aware of any matters or circumstances which would or could reasonably be expected to result in any of the Conditions not being satisfied.

5 Notices

- 5.1 A notice under or in connection with this Agreement (**Notice**) shall be:
- (a) in writing;
 - (b) in the English language; and
 - (c) delivered personally or sent by first class post pre-paid recorded delivery (and air mail if overseas) or by email to the party due to receive the Notice at the address specified in Clause 5.2 (or to another address specified by that party by not less than seven days' written notice to the other party).
- 5.2 The address referred to in Clause 5.1(c) is:
- (a) in the case of Tetra Tech:

Address: Tetra Tech, Inc., 3475 East Foothill Boulevard, Pasadena, California
91107-6024, USA

Email: [REDACTED]

Marked for the attention of: [REDACTED]

With a copy (which shall not constitute notice) to:

Address: Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London EC1A 2FG, United Kingdom

Email: [REDACTED]

Marked for the attention of: [REDACTED]

(b) in the case of RPS:

Address: 20 Western Avenue, Milton Park, Abingdon, Oxfordshire, United Kingdom, OX14 4SH

Email: [REDACTED]

Marked for the attention of:

With a copy (which shall not constitute notice) to:

Address: DLA Piper UK LLP, 160 Aldersgate Street, London EC4A 1HT United Kingdom

Email: [REDACTED]

Marked for the attention of: [REDACTED]

and in the case of any Notice given to the address specified above, a copy (which shall not constitute Notice) shall be provided by email to the email address specified above.

5.3 A party may change its notice details on giving notice to the other party of the change in accordance with Clauses 5.1, 5.2 and 5.4.

5.4 Unless there is evidence that it was received earlier, a Notice is deemed given:

- (a) if delivered personally, when left at the address referred to in Clause 5.2;
- (b) if sent by post, except air mail, two Business Days after posting it;
- (c) if sent by air mail, six Business Days after posting it; or
- (d) if sent by email, when sent provided that receipt shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipient.

Any Notice sent outside of the hours of 9.00am to 5.30pm shall be deemed to be given at the start of the next Business Day.

6 Remedies and waivers

6.1 No delay or omission by any party to this Agreement in exercising any right, power or remedy provided by Law or under this Agreement shall:

- (a) affect that right, power or remedy; or
- (b) operate as a waiver of it.

- 6.2 The single or partial exercise of any right, power or remedy provided by Law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 6.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by Law.
- 6.4 Without prejudice to any other rights and remedies which a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by a party of the provisions of this Agreement and the other party shall be entitled to seek the remedies of injunction, specific performance and other equitable remedies, for any threatened or actual breach of any such provision of this Agreement by a party hereto and no proof of special damages shall be necessary for the enforcement by a party of the rights under this Agreement.

7 Variation

No variation of this Agreement shall be valid unless it is in writing (which, for this purpose, does not include email) and signed by or on behalf of each of the parties.

8 Invalidity

- 8.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Agreement,

and, if such provision would be valid and enforceable if deleted in whole or in part or reduced in application, such provision shall apply with such deletion or modification as may be necessary to make it valid and enforceable.

9 Entire agreement

- 9.1 Except in the case of fraud, each party agrees and acknowledges that it is entering into this Agreement in reliance upon only this Agreement and that it is not relying upon any pre-contractual statement that is not set out in this Agreement.
- 9.2 Except in the case of fraud, no party shall have any right of action (including those in tort or arising under statute) against the other party arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement.
- 9.3 For the purposes of this Clause 9, **pre-contractual statement** means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time before the date of this Agreement.

10 Language

Each Notice or other communication under or in connection with this Agreement shall be in English.

11 Third party rights

- 11.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Agreement.
- 11.2 Notwithstanding anything that may be expressed or implied in this Agreement, the parties acknowledge and agree that no recourse hereunder, or under any documents or instruments delivered in connection herewith, may be had against any past, present or future officer, agent or employee of any party, any direct or indirect holder of any equity interests or securities of any party (whether such holder is a limited or general partner, member, manager, stockholder or otherwise), any controlling person or affiliate of a party, or any direct or indirect director, officer, employee, partner, affiliate, member, manager, controlling person, agent or representative of any of the foregoing (any such person or entity, a **Related Person** and collective, **Related Persons**), whether by the enforcement of any judgment or assessment by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, and no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by, any Related Person under this Agreement or any document or instrument delivered in connection herewith (save, in each case, in respect of loss or damage resulting from the wilful misconduct, fraudulent misrepresentation or fraud of the relevant Related Person).

12 No partnership

No provision of this Agreement creates a partnership between any of the parties or makes a party the agent of another party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for another party in any way or for any purpose.

13 Assignment

Except as otherwise expressly provided in this Agreement and provided that (i) Tetra Tech shall be entitled to assign the benefit of this Agreement to another member of the Tetra Tech Group without the consent of RPS, no party shall be entitled to assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare itself a trustee for a third party of, or otherwise dispose of (in any manner whatsoever) the benefit of this Agreement (or any part of it) or sub-contract in any manner whatsoever its performance under this Agreement without the prior written consent of the other party.

14 Costs and expenses

Save as expressly provided otherwise, each party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement and any matter contemplated by it.

15 Further assurance

Each party shall, at its own cost, use reasonable endeavours (except where best endeavours are expressly stated in this Agreement) to, or procure that any Relevant Third Party shall, do and/or execute and/or perform all such further deeds, documents, assurances, acts and things as may reasonably be required to give effect to this Agreement.

16 Counterparts

- 16.1 This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one

counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

- 16.2 Delivery of an executed counterpart signature page of this Agreement by email (pdf) or facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement. In relation to each counterpart, upon confirmation by or on behalf of the signatory that the signatory authorises the attachment of such counterpart signature page on the final text of this Agreement, such counterpart signature page shall take effect with such final text as a complete authorised counterpart.

17 Governing law and jurisdiction

- 17.1 This Agreement is to be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 17.2 Subject to Clause 17.3, each of Tetra Tech and RPS irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. Each of Tetra Tech and RPS irrevocably submits to the jurisdiction of such courts and irrevocably waives any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.
- 17.3 Notwithstanding Clause 17.2, the parties shall be entitled to seek from any competent court any interim or interlocutory remedy (including those contemplated by Clause 6). Nothing in this Clause 17 shall deprive any competent court of jurisdiction to grant any such remedy or relief.

18 Appointment of Process Agent

- 18.1 Tetra Tech hereby irrevocably appoints [REDACTED] of [REDACTED] as its agent to accept service of process in the United Kingdom in any legal action or proceedings arising out of this Agreement, service upon whom shall be deemed completed whether or not forwarded to or received by Tetra Tech.
- 18.2 Tetra Tech agrees to inform RPS in writing of any change of address of such process agent within 28 days of such change.
- 18.3 If Tetra Tech ceases to be able to act as such or to have an address in the United Kingdom, Tetra Tech irrevocably agrees to appoint a new process agent in the United Kingdom reasonably acceptable to RPS and to confirm to RPS in writing within 14 days the name of the new process agent so appointed.
- 18.4 Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law or the right to bring proceedings in any other jurisdiction for the purposes of the enforcement or execution of any judgment or other settlement in any other courts.

Signature page

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
Tetra Tech, Inc.

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)

[REDACTED] .. [REDACTED]

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)
RPS Group plc)



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