
CLEAN TEAM AGREEMENT

This Clean Team Agreement (the “**Agreement**”) is entered into on 22 May 2026

BETWEEN

- (1) Intertek Group plc, a public limited company whose registered office is at 33 Cavendish Square, London, W1G 0PS, United Kingdom and with company number 04267576 (“**Intertek**”); and
- (2) EQT Fund Management S.à r.l.¹, acting in its capacity as manager (gérant) on behalf of EQT X EUR S² and EQT X USD SCSp³ (collectively referred to as “**EQT**”);

(Intertek and EQT are individually a “**Party**” and together the “**Parties**”),

WHEREAS:

- (A) In connection with the possible offer by EQT, and/or their respective “**affiliates**” (meaning, any person or entity who or which, directly or indirectly, controls or is controlled by, or is under common control with, EQT and, for the avoidance of doubt, includes (without limitation), any entity controlled by EQT or funds managed or advised by EQT), for the entire issued and to be issued share capital of Intertek (the “**Potential Transaction**”), EQT recognises that it requires access to information that Intertek may designate as competitively sensitive “**Clean Team Information**” (as defined in Clause 3.1) for the purposes of evaluation, due diligence, synergy and efficiency analysis, negotiation, development and integration planning and undertaking the antitrust and/or regulatory analysis and/or the preparation of filings, submissions or subsequent communication with any relevant antitrust and/or regulatory authority as required and agreed by the Parties in the context of the Potential Transaction (the “**Relevant Matters**”).
- (B) Access to Clean Team Information shall be limited to certain identified employees, directors or officers of each Party (and, in the case of EQT, its affiliates) (the “**employees**”) and the external advisers of each Party (and, in the case of EQT, its affiliates) in connection with the Potential Transaction (together the “**Clean Team**” or “**Clean Teams**”) and Clean Team Information shall not be accessible to other persons (including each Party’s other employees).

¹ **EQT Fund Management S.à r.l.**, a Luxembourg limited liability company (societe a responsabilite limitee) with registered office at 51A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (Registre de Commerce et des Societes, Luxembourg), under number B167.972.

² **EQT X EUR SCSp**, a Luxembourg special limited partnership (societe en commandite speciale) with its registered office at 51A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (Registre de Commerce et des Societes, Luxembourg) under number B261.668.

³ **EQT X USD SCSp**, a Luxembourg special limited partnership (societe en commandite speciale) with its registered office at 51A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (Registre de Commerce et des Societes, Luxembourg) under number B261.665.

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- (C) The purpose of the Clean Team or Clean Teams is to collect and analyse Clean Team Information solely in connection with the Relevant Matters and in a manner that is fully consistent with and in compliance with all relevant competition laws and regulations. The Parties will not use any Clean Team Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than directly in connection with the Relevant Matters.
- (D) The purpose of this clean team agreement (the “**Agreement**”) is to set out the terms on which Clean Team Information shall be exchanged between the Parties. Intertek and EQT have also entered into a confidentiality agreement dated 17 May 2026 (the “**NDA**”), which sets out the terms on which Confidential Information (as defined therein) shall be disclosed in relation to the Potential Transaction.

1. GENERAL INFORMATION SHARING RULES

- 1.1 Where documents or other information are shared with the receiving Party, the disclosing Party shall indicate whether the disclosing Party considers the relevant documents or other information contains Clean Team Information (as defined in Clause 3.1 below).
- 1.2 Clean Team Information may only be accessed by Clean Team Members in the relevant Clean Team and once the processes described in Clause 3 below have been complied with.
- 1.3 No Clean Team Member will disclose 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 Relevant Matters.

2. CLEAN TEAM MEMBERS

- 2.1 Each Clean Team shall be made up of the employees, directors or officers of the Parties (or, in the case of EQT, its affiliates) or external advisers listed in Annex A and Annex B, as may be amended from time to time (the “**Clean Team Members**”) in accordance with the provisions of this Clause 2.1. The Parties may establish different Clean Teams for different purposes. EQT shall at any time notify Intertek, and Intertek shall notify EQT, in writing of any employees or the company or firm name of any external advisers it proposes to add to any Clean Team. Such notice shall specify the name and job function of the relevant person and that such person satisfies the criteria for being a Clean Team Member as set out in Clause 2.2. For the avoidance of doubt, such notice will be considered to be validly given where it is shared by external legal counsel for EQT with external legal counsel for Intertek, or by external legal counsel for Intertek with external legal counsel for EQT (as the case may be). The appointment of new members by EQT will be subject to the written consent of Intertek and the appointment of new members by Intertek will be subject to the written consent of EQT, in each case which shall not be unreasonably delayed or withheld. If written consent is not provided within twelve (12) hours of the request for written consent, such consent shall be deemed to have been given by the notified Party, provided that if such request for written consent is made after 8pm (UK time) on a given day, that request shall be deemed to have been made at 8am (UK time) the following day.
- 2.2 Each of the Parties shall ensure that its Clean Team contains only persons who require access to the Clean Team Information for the Relevant Matters. The Parties agree that for each Clean

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Team, they shall select Clean Team Members who are from the time a person first joins the Clean Team not involved in the market-facing commercial/strategic operations and decisions (including pricing activities, sales, marketing, research and development) related to the areas of the Parties' businesses where Intertek and EQT, or in the case of EQT, its affiliates, are actual competitors (the "**Commercial Responsibilities**"), save that such persons may be permitted to receive limited Clean Team Information on an exceptional need-to-know basis, to the extent such exchange is possible in compliance with all relevant competition laws and is agreed by both Parties in writing.

- 2.3 In the event that the Potential Transaction does not proceed to completion for any reason, the Parties agree not to involve any Clean Team Member in, or return such Clean Team Member to, Commercial Responsibilities for twelve months from termination of discussions or negotiations with respect to the Potential Transaction (the "**Cool-off Period**"). Where EQT removes one of its Clean Team Members from the Clean Team by notice to Intertek, or where Intertek removes one of its Clean Team Members from the Clean Team by notice to EQT, the Cool-Off Period shall start from the date of the Clean Team Member last having access to Clean Team Information (as defined in Clause 3.1 below).
- 2.4 Each Clean Team Member who is an employee of a Party or an affiliate (in the case of EQT) must provide the confirmations required in Annex C by emailed agreement to, or by signature of, the form contained in Annex C, as may be amended from time to time by the Parties by mutual written consent. Clean Team Members who are external advisers of the Parties (whether appointed separately or jointly) may provide the confirmations required in Annex C by email: it shall be sufficient for each external adviser to provide the confirmation on behalf of all Clean Team Members within that company or firm. Each Party shall maintain appropriate records of such signed forms or, where relevant, email confirmations and produce them at, in the case of Intertek, the request of EQT and, in the case of EQT, the request of Intertek.
- 2.5 It may be necessary to establish more than one Clean Team with differing Clean Team Members depending on the nature of the competitively sensitive information to be disclosed. Clean Team Members shall comply with any additional Clean Team procedures or guidance that may be agreed between the Parties from time to time.

3. CLEAN TEAM INFORMATION

- 3.1 Information shall be designated "Clean Team Information" by the disclosing Party provided that such designation is made reasonably and in good faith. This may include information that (i) is not publicly available; (ii) is commercially sensitive; and (iii) might be expected to influence the competitive strategy of the receiving Party (or its owned, controlled or affiliated businesses). Annex D gives non-exhaustive examples of information which is likely to be "Clean Team Information".
- 3.2 The exchange of information pursuant to the NDA is governed by the provisions of the NDA. However, the exchange of any information designated Clean Team Information must also be made in accordance with this Agreement.
- 3.3 Clean Team Information shall be disclosed in a manner which is accessible only by the relevant Clean Team Members and/or by communications clearly marked with "Clean Team Only" or

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“Clean Team Information”. This may involve, for example, the use of virtual data room folders designated to the Clean Team only, or in Clean Team meetings.

- 3.4 The Parties shall only disclose Clean Team Information to the extent that it is reasonably necessary for the Relevant Matters.
- 3.5 Intertek shall limit access to Clean Team Information received from EQT to the Clean Team Members for the relevant Clean Team only. No Clean Team Member shall use any Clean Team Information for any purpose other than the Relevant Matters.
- 3.6 No Clean Team Member may disclose any Clean Team Information to anyone not on the relevant Clean Team. Where, for the purposes of the Relevant Matters, a Clean Team Member needs to disclose information based on Clean Team Information to someone who is not on the relevant Clean Team, they shall submit all relevant sections of draft reports or other documents that include, reference or are based on any Clean Team Information for the review and approval of the receiving Party's external competition law counsel and apply such redactions as their external competition law counsel may reasonably require in order to ensure that such information has been redacted and/or aggregated to ensure it is no longer commercially sensitive. For some information, it may not be possible to sufficiently redact and/or aggregate it to ensure it is no longer commercially sensitive, in which case it would not be possible to share or communicate such Clean Team Information to someone who is not in the relevant Clean Team.
- 3.7 Intertek shall promptly notify EQT, and EQT shall promptly notify Intertek, in writing if it discloses or receives commercially sensitive information other than as set out above and Intertek and EQT shall co-operate in halting the use, and securing the recovery of such information.
- 3.8 If Intertek or EQT 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 Clean Team Information, then promptly and prior to disclosure (i) in the case of Intertek, Intertek or the relevant Clean Team Member shall notify EQT, and (ii) in the case of EQT, EQT shall notify Intertek, in each case in writing and to the fullest extent permitted by law and the relevant notifying Party shall provide full documentation concerning the disclosure sought so that appropriate action can be taken if necessary.

4. RECORDS

- 4.1 All Clean Team Information shall be kept secure and separate from other records, documents or information. The Parties shall take reasonable steps to firewall Clean Team Information to ensure that non-Clean Team Members cannot access any materials containing Clean Team Information.
- 4.2 Except to the extent that Clean Team Information is required to be retained by any law or the rules of any applicable regulatory, governmental or supervisory organisation (including the rules of any stock exchange) to which the receiving Party or the receiving Party's affiliates (as applicable) are subject or pursuant to bona fide and existing internal compliance or document retention policies and procedures, professional standards or as part of automatic electronic archiving and back-up procedures, each Party shall procure that Clean Team Members shall (save to the extent required by law) destroy or return to the disclosing Party any of that Party's

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Clean Team Information in their possession in the event that: (i) the Potential Transaction does not proceed; (ii) they cease to be a Clean Team Member; or (iii) the disclosing Party or their external advisers, acting reasonably, issue a written request for the destruction or return of the Clean Team Information, in each case within 10 working days of the relevant event taking place (whichever occurs sooner). If so requested by the disclosing Party, the receiving Party shall, within 10 working days of such request, confirm to the disclosing Party that the obligations contained in this paragraph have been complied with by the receiving Party.

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 5.1 Save as provided in Clause 5.2 below, a person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 5.2 In this Agreement, the obligations expressed to be undertaken by the receiving Party are obligations given by the receiving Party in favour of the disclosing Party and each member of its Group (as defined in the NDA). The provisions of this Agreement confer benefits on each member of the receiving Party's Group (each a "**Third Party**") and, subject to the remaining terms of this Clause 5, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 5.3 Notwithstanding Clause 5.1 of this Agreement, this Agreement may be rescinded or varied as agreed in writing between the Parties in any way and at any time without the consent of any Third Party.

6. MISCELLANEOUS

- 6.1 The Parties acknowledge and agree that each other Party may, at its absolute discretion, terminate any negotiations or discussions in relation to the Potential Transaction at any time and without notice. Subject to discussion between the Parties' external competition counsel nothing in this Agreement shall be deemed to prevent any Party from withholding any information for whatever reason at whatever time.
- 6.2 Each Party shall bear all its own costs and expenses in connection with any access to information.
- 6.3 This Agreement and the NDA constitute the entire agreement between the Parties relating to the subject matter hereof and may not be amended except in writing and duly executed by the Parties.
- 6.4 The provisions of this Agreement will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.
- 6.5 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

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- 6.6 The terms of this Agreement may not be varied or terminated without the prior written consent of each Party.
- 6.7 No modification to this Agreement or any waiver granted by a Party in respect of any action taken by any other Party will be effective unless agreed in writing.

7. GOVERNING LAW AND JURISDICTION

- 7.1 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, and the relationship between the Parties and the conduct of any negotiations in relation to the Potential Transaction are to be governed by and determined in accordance with English law. Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement or the relationship between the Parties or the conduct of any negotiations in relation to the Potential Transaction.

8. AGENT FOR SERVICE

EQT hereby irrevocably appoint EQT Partners Limited currently of 30 Broadwick Street, 3rd Floor London W1F 8JB to be your agent for the receipt of any claim forms, application notices, orders or judgments ("**Service Documents**"). EQT hereby agrees that any Service Document may be effectively served on you in connection with any proceeding, suit or action arising out of or in connection with this agreement, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Potential Transaction in England and Wales by service on your agent effected in any manner permitted by the Civil Procedure Rules. If your agent at any time ceases for any reason to act as such, you shall appoint a replacement agent having an address for service in England or Wales and shall notify us of the name and address of the replacement agent. Failing such appointment and notification, we shall be entitled by notice to you to appoint a replacement agent to act on your behalf. The provisions of this Clause 8 applying to service on an agent apply equally to service on a replacement agent.

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Signed by [redacted] for and on
behalf of **Intertek Group plc**

[redacted]
.....
(*Authorised signatory*)

Signed by **EQT X EUR SCSp**

Represented by its manager (gérant)

EQT Fund Management S.à r.l.

Name:

Title: Manager (gérant)

Name:

Title: Authorised Signatory

Signed by **EQT X USD SCSp**

represented by its manager (gérant)

EQT Fund Management S.à r.l.

Name:

Title: Manager (gérant)

Name:

Title: Authorised Signatory

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Signed by [REDACTED] for and on
behalf of **Intertek Group plc**

.....
(*Authorised signatory*)

Signed by **EQT X EUR SCSp**

Represented by its manager (gérant)

EQT Fund Management S.à r.l.

[REDACTED]

[REDACTED]

Name: [REDACTED]

Name: [REDACTED]

Title: Manager (gérant)

Title: Authorised Signatory

Signed by **EQT X USD SCSp**

represented by its manager (gérant)

EQT Fund Management S.à r.l.

[REDACTED]

[REDACTED]

Name: [REDACTED]

Name: [REDACTED]

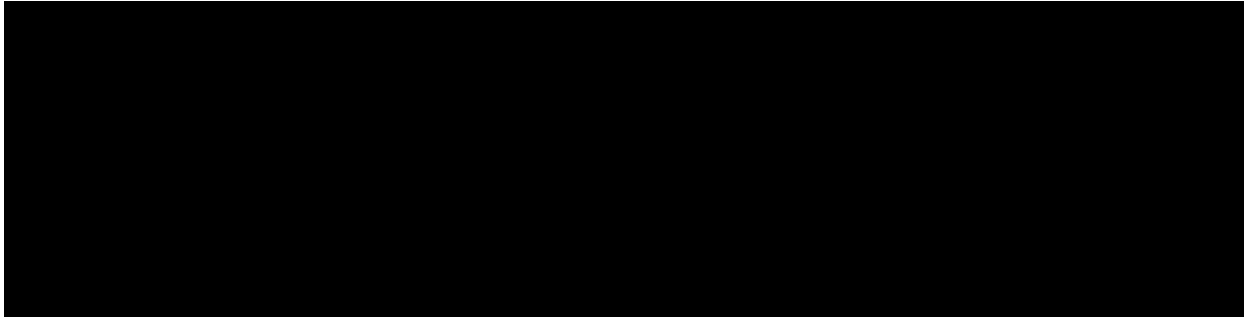
Title: Manager (gérant)

Title: Authorised Signatory

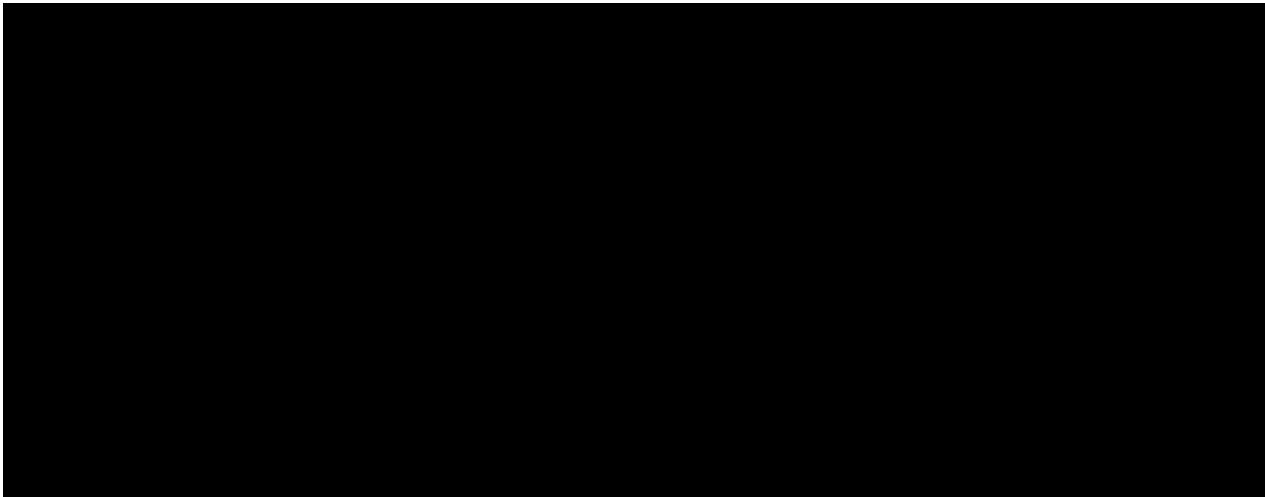
ANNEX A

List of Intertek Employee Clean Team Members

Entity	Name	Role	Email address
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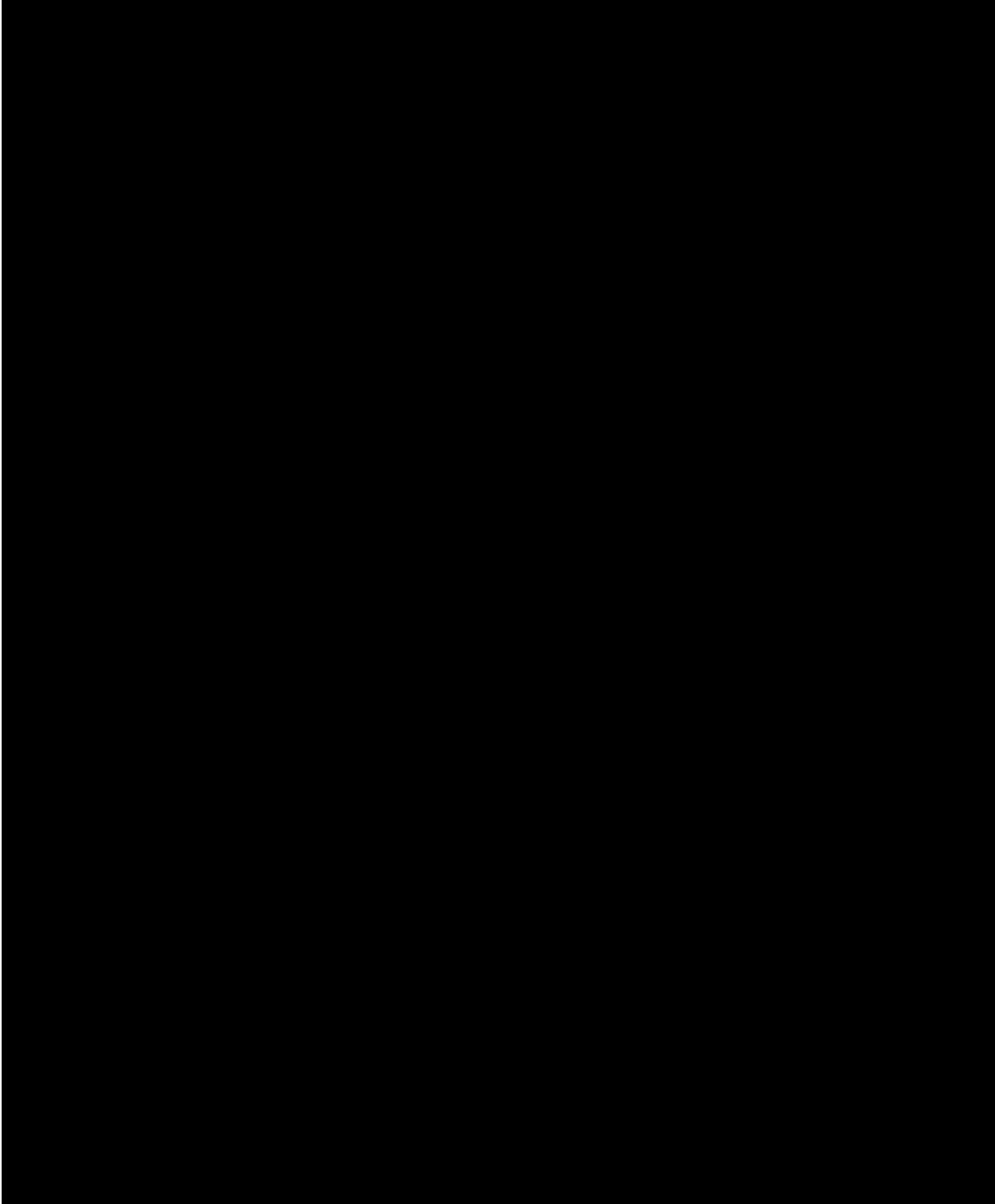


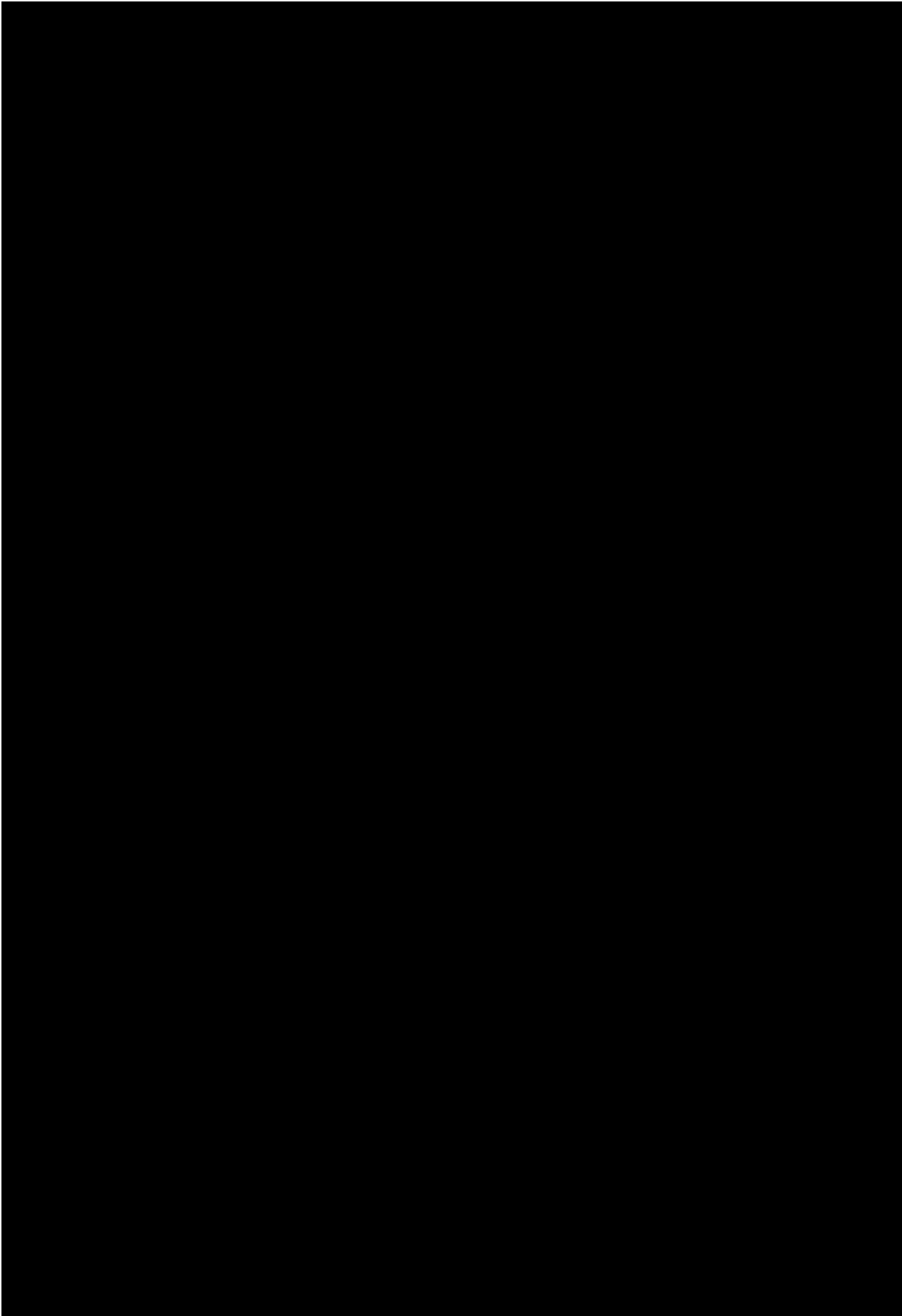
List of Intertek External Advisers



ANNEX B

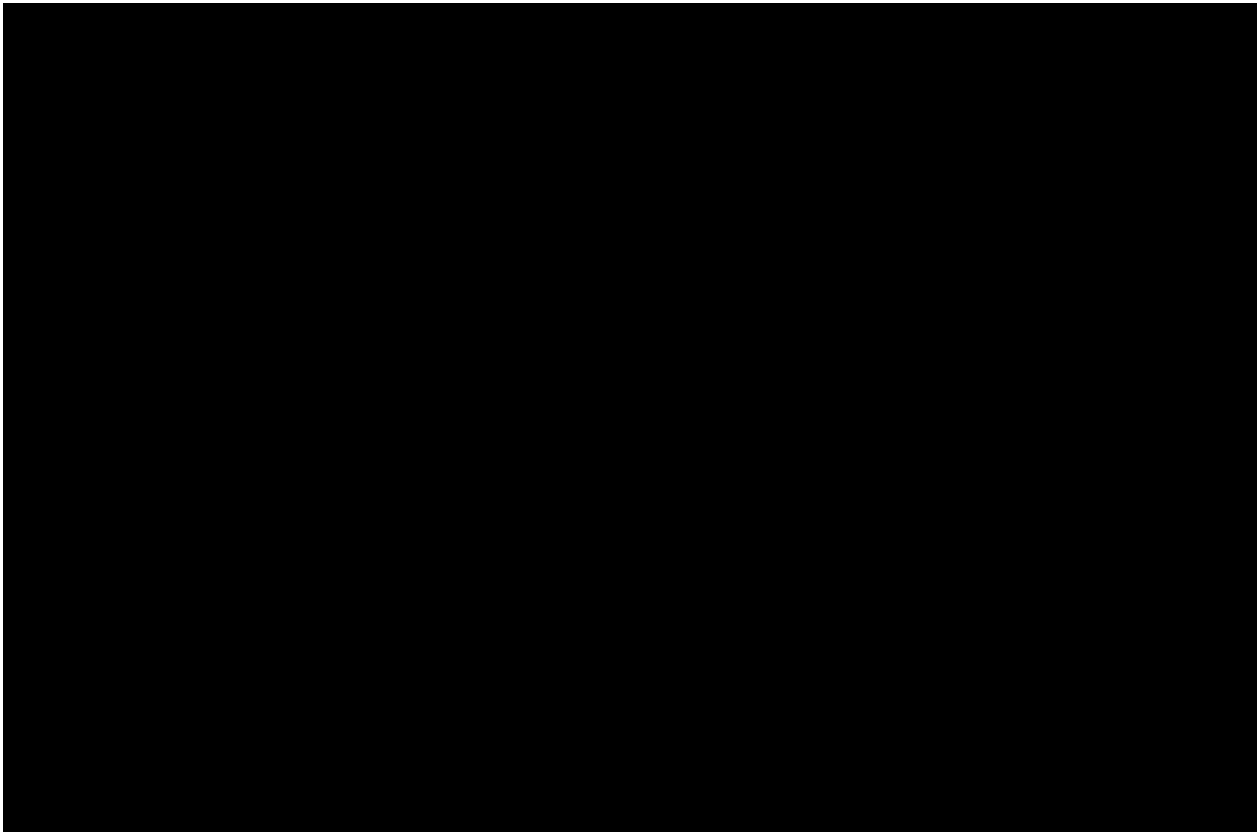
List of EQT Employee Clean Team Members

Entity	Name	Role	Email address
			





List of EQT External Advisers



ANNEX C

Compliance Confirmation Statement

1. I, _____, have read the clean team agreement entered into between Intertek Group plc and EQT Fund Management S.à r.l., acting in its capacity as manager (gérant) on behalf of EQT X EUR SCSp and EQT X USD SCSp on [●] 2026 (the “**Agreement**”) and agree to be bound by its terms with respect to any Clean Team Information that is furnished to me as set forth in the Agreement. Capitalised terms in this statement shall have the meanings given to them in the Agreement.
2. I further agree: (i) not to disclose to anyone any Clean Team Information other than as set forth in the Agreement; and (ii) not to make any copies of any Clean Team Information furnished to me except in accordance with the Agreement.
3. I further agree that any Clean Team Information furnished to me shall not be used for any purpose other than the Relevant Matters as identified in the foregoing Agreement.

Agreed to and Accepted on _____ (date)

Signature: _____

Title: _____

Annex D

Definition of Clean Team Information

- 1** In accordance with Clause 3.1 in this Agreement, Clean Team Information may include information that (i) is not publicly available; (ii) is commercially sensitive; and (iii) might be expected to influence the competitive strategy of the receiving Party (or its owned, controlled or affiliated businesses). For the purposes of this Agreement, Clean Team Information may include, without being limited to the following information:
- current or future commercial strategy information (including business / strategic / investment / marketing plans);
 - key commercial terms of supply contracts, or other major agreements, including names, spend and services detail;
 - detailed breakdown of current revenues by product, customer or specific geographies;
 - (non-publicised) current or future competitively sensitive terms with retail or wholesale customers including details on price information (discounts, rebates, commissions, margins, original estimated profit, project costs, payment terms) and volume/capacity commitment requirements;
 - detailed price, margin and/or other financial information in particular on recent contracts, agreed/lost bids, current projects (including revenue/contract value, selling price, margins);
 - specific (non-aggregated) current or future (total, variable, fixed) costs relating to individual projects, including costs of inputs, suppliers and facilities;
 - detailed information relating to marketing channels and costs;
 - employment-related agreements and details of current wage, salary information or employee performance records;
 - unannounced plans to make significant investments in products, technologies or R&D programmes (and their results);
 - detailed (non-publicised) information on prospective 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 pursue new customers or ongoing negotiations with customers or suppliers; and
 - current or proposed proprietary technologies, trade secrets or methods of doing business.
- 2** For the avoidance of doubt Clean Team Information will not include information which: (i) is in the public domain prior to the disclosure; (ii) is lawfully in the receiving Party’s possession prior

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to the disclosure; or (iii) becomes part of the public domain by the time it is disclosed or otherwise through no unauthorised act or omission on the part of the disclosing Party.