

## IRREVOCABLE UNDERTAKING

To: Isotope Bidco Limited  
30 Broadwick Street, London  
United Kingdom, W1F 8JB (**Bidco**)  
From: Robin Freestone

18 June 2026

Dear Sir / Madam

### Acquisition of Intertek Group plc (**Intertek**)

I understand that Bidco intends to acquire all the issued and to be issued ordinary share capital of Intertek pursuant to the Scheme or the Offer (in each case, as defined in paragraph 10 below). This undertaking sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable).

### Shareholdings

1. I represent and warrant to Bidco that:
  - (a) I am the registered holder and/or the beneficial owner of the number of Intertek Shares specified in Schedule 1 (the **Existing Intertek Shares**) and that I hold these free of any encumbrances or third party rights of any kind whatsoever;
  - (b) other than as set out in Schedule 1, I do not, and (so far as I am aware, having made reasonable inquiries) nor do any of the persons connected with me (within section 253 Companies Act 2006) have any interest (as defined in the City Code on Takeovers and Mergers (the **Code**)) in any securities of Intertek, or any rights to subscribe for, purchase or otherwise acquire any such securities, or any short positions (within the meaning set out in the Code) in any such securities; and
  - (c) I have full power and authority to enter into this undertaking and to perform the obligations under it.

### Dealings and undertakings

2. I irrevocably undertake to Bidco that before this undertaking lapses in accordance with paragraph 12 below, I shall not:
  - (a) sell, transfer, charge, encumber, grant any option or lien over or otherwise dispose of or permit the sale, transfer, charging or the disposition or creation or grant of any encumbrance or option of or over any interest in any Existing Intertek Share or Further Intertek Share, other than pursuant to my acceptance of the Offer (if relevant);
  - (b) accept or give any undertaking (whether conditional or unconditional) or letter of intent to accept or otherwise agree to, or otherwise vote in favour of any shareholder resolution to approve, in respect of any Existing

Intertek Shares or Further Intertek Shares, any offer, made or proposed (whether to be implemented by way of a contractual offer, scheme of arrangement or otherwise) for any securities in Intertek, by any person other than Bidco (and/or its concert parties);

- (c) vote in favour of any resolution to approve any transaction which is proposed in competition with or which might otherwise frustrate or impede the Acquisition;
- (d) prior to the earlier of the Acquisition becoming effective (or, if applicable, closing) or this deed of undertaking lapsing, and save as set out in paragraph 4, acquire any shares or other securities of Intertek (or any interests therein, as defined in the Code) and, if any such shares, securities or interests (including for these purposes shares arising on exercise of options) are acquired by me, such shares, securities or interests (as the case may be) shall be deemed to be included in the expression "Further Intertek Shares" for the purposes of this undertaking, and I shall notify Bidco immediately of any such acquisition and of any other dealing, disposal or change in the number of Intertek Shares set out in Schedule 1; or
- (e) other than pursuant to the Acquisition, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or give any formal or public indication of intent:
  - (i) to do any of the acts referred to in paragraphs 2(a) to 2(d); or
  - (ii) which, in relation to the Intertek Shares or any Further Intertek Shares, would or might restrict or impede my ability to comply with the undertakings set out in this deed of undertaking,

and for the avoidance of doubt, references in this paragraph 2(e) to any agreement, arrangement, obligation or formal or public indication of intent include any such agreement, arrangement, obligation or formal or public indication of intent whether or not legally binding or subject to any conditions or which is to take effect if the Scheme or the Offer (as the case may be) lapses or is withdrawn or if this undertaking ceases to be binding or following any other event.

3. In relation to any Existing Intertek Shares or Further Intertek Shares of which I am the beneficial holder but not the registered holder (***Beneficial Shares***), I undertake to take all reasonable steps within my control to cause the registered holder of such Beneficial Shares to comply with the undertakings in paragraph 2 above in respect of those Beneficial Shares.

4. The above paragraphs 2 and 3 (if and to the extent applicable) shall not restrict me from:

- (a) being granted further awards or acquiring further Intertek Shares under the Intertek Share Plans;
- (b) selling, transferring or otherwise disposing of such number of Intertek Shares (or any interests in Intertek Shares) as may be required to cover my liability for (i) income tax and national insurance or other employee social security contributions; and (ii) any associated dealing costs or fees,

in each case arising as a result of or otherwise in respect of the grant or vesting of any awards pursuant to the Intertek Share Plans;

- (c) transferring some or all of the legal title to any Existing Intertek Shares or Further Intertek Shares to a nominee, trust or similar arrangement in connection with the ordinary course operation of the Intertek Share Plans, provided that I retain beneficial title in all such Intertek Shares; or
- (d) selling, transferring or otherwise disposing of Existing Intertek Shares or Further Intertek Shares to the extent required as part of my bona fide tax planning, provided always that prior to or at the same time as any such sale, transfer or disposal the intended transferee or beneficiary executes and delivers undertakings in favour of Bidco on terms no less favourable to Bidco than the terms set out herein.

For the purposes of this deed of undertaking, a "**Further Intertek Share**" means any shares in the share capital of Intertek issued or unconditionally allotted to, or otherwise acquired by, me after the date of this undertaking.

#### **Undertaking to accept the Offer and/or to vote in favour of the Scheme**

5. I hereby irrevocably undertake to Bidco that unless and until this undertaking lapses in accordance with paragraph 12 below:

- (a) if Bidco elects to implement the Acquisition by way of the Offer:
  - (i) I shall accept the Offer in respect of the Existing Intertek Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the **Offer Document**), or, where relevant, instruct my nominee to accept the Offer on such basis, not later than ten days after Bidco sends the Offer Document to Intertek shareholders and shall accept the Offer in respect of any Further Intertek Shares in accordance with the same procedure not later than five days after I become the registered holder of the Further Intertek Shares;
  - (ii) I shall take all reasonable steps within my control to cause the registered holder of any Beneficial Shares to accept the Offer in accordance with the procedure for acceptance set out in the Offer Document not later than ten days after Bidco sends the Offer Document to Intertek shareholders;
  - (iii) I shall not withdraw any acceptances of the Offer; and
  - (iv) Bidco shall acquire the Existing Intertek Shares and any Further Intertek Shares pursuant to the Offer free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares; and
- (b) if Bidco elects to implement the Acquisition by way of the Scheme:
  - (i) I shall exercise all voting rights attaching to the Existing Intertek Shares and any Further Intertek Shares to vote in favour of all shareholder resolutions of Intertek to approve the Scheme and/or the Acquisition and any related matters, proposed at any general or

class meeting (**General Meeting**) and Court convened meeting (**Court Meeting**) of Intertek to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;

- (ii) I shall execute any forms of proxy in respect of the Existing Intertek Shares and any Further Intertek Shares required by Bidco appointing any person nominated by Bidco to attend and vote at any General Meeting or Court Meeting in respect of the shareholder resolutions of Intertek to approve the Scheme and/or the Acquisition, and any related matters, and shall ensure that any such executed forms of proxy are received by Intertek's registrars as soon as practicable and, in the case of the Existing Intertek Shares, no later than ten days after Intertek sends the formal document setting out the terms and conditions of the Scheme to Intertek shareholders (or, in respect of any Further Intertek Shares, no later than five days after acquiring an interest in such shares, if later, and in any event by the proxy deadline) as set out in the relevant notice of meeting;
- (iii) I shall not revoke the terms of any proxy submitted in accordance with paragraph 5(b)(ii), either in writing or by attendance at any General Meeting or Court Meeting or otherwise;
- (iv) I shall take all reasonable steps within my control to cause the registered holder of any Beneficial Shares to comply with the undertakings in paragraph 5(b)(i) to 5(b)(iii) in respect of the Beneficial Shares; and
- (v) Bidco shall acquire the Existing Intertek Shares and any Further Intertek Shares pursuant to the Scheme which provides for the transfer of such shares to Bidco free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares.

### **Voting rights**

6. I hereby irrevocably undertake, from the time Bidco releases the Rule 2.7 announcement announcing the Acquisition (the **Rule 2.7 Announcement**) and unless and until this undertaking lapses in accordance with paragraph 12 below, that:

- (a) I shall exercise the voting rights attached to the Existing Intertek Shares and any Further Intertek Shares on a Relevant Resolution (as defined in paragraph 7) only in accordance with Bidco's directions;
- (b) I shall exercise the rights attaching to the Existing Intertek Shares and any Further Intertek Shares to requisition or join in requisitioning any general or class meeting of Intertek pursuant to section 303 Companies Act 2006 for the purposes of considering a Relevant Resolution and to require Intertek to give notice of such a resolution pursuant to section 228 Companies Act 2006 only in accordance with Bidco's directions; and
- (c) I shall take all reasonable steps within my control to cause the registered holder of any Beneficial Shares to comply with paragraphs 6(a) and 6(b) in respect of the Beneficial Shares.

7. A **Relevant Resolution** means:
- (a) a resolution (whether or not amended) proposed at a general or class meeting of Intertek, or at an adjourned meeting, the passing of which is required to implement the Acquisition or which, if passed, might result in any condition of the Acquisition not being fulfilled or which might impede or frustrate the Acquisition in any way (including, for the avoidance of doubt, any resolution to approve any scheme of arrangement or other transaction in relation to Intertek which is proposed in competition with or which might frustrate the Acquisition);
  - (b) a resolution to adjourn a general or class meeting of Intertek whose business includes the consideration of a resolution falling within paragraph 7(a); and
  - (c) a resolution to amend a resolution falling within paragraph 7(a) or paragraph 7(b).

### **Documentation**

8. I consent to:
- (a) this undertaking being disclosed to the Panel;
  - (b) the inclusion of references to me and particulars of this undertaking and my holdings of, interests in, rights to subscribe for and short positions in relevant securities of Intertek being included in the Rule 2.7 Announcement and any offer document or scheme document published in connection with the Acquisition, and any other announcement made, or document issued, by or on behalf of Bidco in connection with the Acquisition; and
  - (c) this undertaking being available for inspection as required by Rule 26.1 of the Code including, without limitation, being made publicly available on Bidco's and Intertek's websites.

### **Secrecy**

9. I shall keep secret the possibility, terms and conditions of the Acquisition and treat as confidential the existence and terms of this undertaking until the Rule 2.7 Announcement is released, provided that I may disclose the same to Intertek and its advisers. The obligations in this paragraph shall survive termination of this undertaking.

### **Interpretation**

10. In this undertaking:
- (a) references to **Intertek Shares** means ordinary shares of 1p each in the capital of Intertek;
  - (b) references to **Intertek Share Plans** means the Intertek Deferred Share Plan, the Intertek Long Term Incentive Plan, and the Intertek Enhanced Long Term Incentive Plan, in each case as amended from time to time;

- (c) references to the **Offer** means any offer to be made by or on behalf of Bidco to acquire the issued ordinary share capital of Intertek other than that already owned by Bidco and its associates (as defined in section 988 Companies Act 2006), and a reference to the **Offer** also includes any new, increased, renewed or revised offer made by Bidco to acquire shares in Intertek provided that the value of such offer (taking into account cash consideration and any dividend and/or other distribution and/or other return of capital which is declared, made or paid or becomes payable in respect of the Intertek Shares) is at least as favourable to holders of Intertek Shares as the terms set out in the Rule 2.7 Announcement;
- (d) references to the **Scheme** means any scheme of arrangement of Intertek under section 895 Companies Act 2006 (including any new, increased, renewed or revised scheme of arrangement) for the acquisition by Bidco of the issued share capital of Intertek other than that already owned by Bidco, and a reference to the **Scheme** also includes any new, increased, renewed or revised scheme of arrangement made by Bidco to acquire shares in Intertek provided that the value of such scheme of arrangement (taking into account cash consideration and any dividend and/or other distribution and/or other return of capital which is declared, made or paid or becomes payable in respect of the Intertek Shares) is at least as favourable to holders of Intertek Shares as the terms set out in the Rule 2.7 Announcement;
- (e) references to the **Acquisition** means the proposed acquisition by Bidco of Intertek Shares, whether (at the election of Bidco) pursuant to the Offer or the Scheme.

### **Time of the essence**

11. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

### **Lapse of undertaking**

12. This undertaking shall lapse if:
- (a) the Rule 2.7 Announcement is not released by 5 p.m. on the date of this undertaking or such later date as Bidco and Intertek may agree;
  - (b) Bidco announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition and no new, revised or replacement Scheme or Offer is announced in accordance with Rule 2.7 of the Code at the same time;
  - (c) the Offer or Scheme lapses or is withdrawn and no new, revised or replacement Scheme or Offer has been announced, in accordance with Rule 2.7 of the Code, in its place or is announced, in accordance with Rule 2.7 of the Code, within five business days of such lapse or withdrawal;
  - (d) the Scheme or Offer has not, in accordance with the requirements of the Code, become effective or become or been declared unconditional in accordance with the requirements of the Code prior to the Long Stop Date (as defined in the Rule 2.7 Announcement) provided that the Scheme or Offer shall not be treated as having failed to become effective or be

declared unconditional as a result of Bidco exercising its right in accordance with the Code to implement the Acquisition by way of an Offer rather than by way of a Scheme or vice versa;

- (e) any competing offer to acquire control (as defined in the Code) of Intertek is made which becomes or is declared unconditional or otherwise becomes effective.

13. If this undertaking lapses, I shall have no claim against Bidco, nor shall Bidco have any claim against me, in each case other than in respect of any prior breach of any of the terms of this undertaking.

### **Specific performance**

14. I acknowledge that, if I fail to comply with any of the undertakings in paragraph 5 or breach any of my other obligations under this undertaking, damages alone may not be an adequate remedy and accordingly Bidco shall be entitled to the remedies of specific performance, injunction or other equitable relief.

### **Governing law**

15. This undertaking and any non-contractual obligations arising out of or in connection with this undertaking shall be governed by, and interpreted in accordance with, English law. The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this undertaking including, without limitation, disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, termination or the legal relationships established by, this undertaking; and (ii) any non-contractual obligations arising out of or in connection with this undertaking. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction. Each party also irrevocably waives any objection to the recognition or enforcement in the courts of any other country of a judgment delivered by an English court exercising jurisdiction pursuant to this paragraph.

## SCHEDULE 1

### Existing Intertek Shares

<b>No. of ordinary shares of 1 pence each in Intertek</b>	<b>Exact name(s) of registered holder as appearing on the register of members</b>	<b>Beneficial owner</b>
9,212	Interactive Investor Services Limited	Robin Freestone

**SIGNED as a DEED and**  
DELIVERED by Robin Freestone  
in the presence of:

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SIGNATURE:



Witness



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NAME:

