

To: Isotope Midco S.à r.l. (**Midco**)  
51A, Boulevard Royal  
L-2449 Luxembourg  
Grand Duchy of Luxembourg

18 June 2026

## **Equity Commitment Letter – Intertek Group plc (the Target)**

We refer to the proposed announcement by Isotope Bidco Limited (**Bidco**) of an offer to acquire the entire issued and to be issued share capital of the Target (the **Offer**) (which is intended to be effected by way of a scheme of arrangement pursuant to Part 26 of the Companies Act 2006 (the **Act**) (a **Scheme**)) pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the **Code**) which is expected to be made on or around the date of this letter (the **Announcement**). We acknowledge that Bidco may, with the consent of the Panel on Takeovers and Mergers (the **Takeover Panel**), elect to implement the Offer by way of a takeover offer (as defined in Chapter 3 of Part 28 of the Act) (a **Takeover Offer**) and the provisions of this letter shall continue to apply in that event.

### **1. Commitment**

- 1.1 We, ATIC Second International Investment Company L.L.C (the **Investor**), irrevocably commit to Midco, in accordance with and subject to the terms of this letter, to provide to Midco or to cause Midco to receive, directly or indirectly (including, without limitation, by exercising any voting rights in any intermediate holding entity of Midco), a maximum amount of £500,000,000 (the **Equity Commitment**), on or before the date by which Bidco must pay the cash consideration in connection with and pursuant to the Offer (the **Relevant Date**), including taking all actions within the Investor's power to ensure the Equity Commitment is received by Midco in full in sufficient time to enable Bidco to satisfy its obligation to pay such proportion of the cash consideration contemplated by the Offer as is equal to the Equity Commitment in accordance with the Code, the requirements of the Takeover Panel and all applicable laws and regulations relevant in the context of the Offer.
- 1.2 The total obligation of the Investor to fund any amounts in connection with the Offer to Midco (and the maximum aggregate liability of the Investor under this letter) shall in no event exceed the Equity Commitment and, for the avoidance of doubt, the Investor shall not have any liability as a result of (nor be responsible for) any failure by one or more other co-investors in respect of the Offer (each, a **Co-Investor**) to fund Midco (in whole or part) with its own pro rata equity commitment in connection with the Offer and in accordance with the terms of the equity commitment letter between Midco and such Co-Investor relating to the Offer entered into on or around the date of this letter.

- 1.3 Payments to Midco under this Section 1 shall, when made, be made unconditionally and in immediately available funds and, except as expressly set out in Section 4, not be subject to any right of recovery, rescission, set-off or counterclaim or similar rights or remedies by the Investor or any entity controlled by or under common control with the Investor.
- 1.4 The Investor undertakes to Midco in respect of itself that:
- (a) it will take all reasonable action to ensure that it will have sufficient undrawn commitments or funds available to enable it to fund the Equity Commitment in full to Midco on the Relevant Date; and
  - (b) subject to the terms of this letter, until the earlier of (i) the expiry of the Certain Funds Period (as defined below) and (ii) a Withdrawal Date (as defined in the bid conduct agreement entered into between, inter alia, the Investor and Bidco on the date of this letter (the **BCA**)) occurring in respect of the Investor, it will not extract or withdraw the Equity Commitment or cause the Equity Commitment to be repaid or redeemed (the **Non-Withdrawal Obligation**).
- 1.5 The Investor acknowledges to (and agrees with) Midco that, subject to the terms of this letter:
- (a) its obligation to pay the Equity Commitment will remain in force and not be satisfied until such amount has been received in full by Midco; and
  - (b) it may satisfy the Equity Commitment in whole or in part by way of direct and/or indirect contributions to Midco including, without limitation, structured as subordinated or non-subordinated shareholder loans, or by way of subscription for, or acquisition of, ordinary shares, preference shares, preferred equity certificates, debt securities or other instruments.
- 1.6 Midco irrevocably undertakes that it will procure that the Equity Commitment invested by the Investor in Midco shall be applied by Bidco in partial satisfaction of its closing payment obligations in respect of the Offer or the Takeover Offer (as applicable) (including any applicable stamp duty).

## 2. Conditions

The Investor's obligation under this letter to fund the Equity Commitment to Midco shall be conditional upon:

- (a) the Investor not becoming a Withdrawing Investor (as defined in the BCA) on or before the Relevant Date; and
- (b) either:
  - (i) if the Offer is implemented by way of a Scheme, such Scheme having become effective in accordance with its terms; or

- (ii) if the Offer is implemented by way of a Takeover Offer, such Takeover Offer having been declared or become unconditional in accordance with its terms,

in each case, in accordance with the requirements of the Code, any further requirements of the Takeover Panel and the Act.

### 3. Nature of obligations

Each party acknowledges and agrees that (a) this letter is not intended to, and does not, create any agency, partnership, fiduciary or joint venture relationship between or among any of the parties hereto and neither this letter nor any other document or agreement entered into by any party hereto relating to the subject matter hereof shall be construed to suggest otherwise, and (b) the obligations of the Investor under this letter are solely contractual in nature.

### 4. Termination

The obligation of the Investor to fund, or cause the funding of, the Equity Commitment to Midco will terminate automatically and immediately (at which time the obligation shall be discharged) upon the earlier to occur of (a) the expiry of the Certain Funds Period (as defined below); (b) the funding in full of the Equity Commitment to Midco pursuant to this letter; and (c) the Withdrawal Date in respect of the Investor (the earliest of (a), (b) and (c) (as applicable) being the **Expiration Time**). From (and including) the Expiration Time, all rights and obligations of the parties (other than in the case of (b) above only, the Non-Withdrawal Obligation which, for the avoidance of doubt, shall terminate on the earlier of (i) expiry of the Certain Funds Period and (ii) the Withdrawal Date in respect of the Investor) hereunder shall terminate and there shall be no liability on the part of any party hereto. The **Certain Funds Period** means the period commencing on the date of release of the Announcement and ending on the earlier of:

- (a) the date on which Bidco satisfies its payment obligations in connection with and pursuant to the terms of the Offer in full, including its payment obligations under any squeeze-out process (if the Offer is implemented by way of a Takeover Offer); and
- (b) if the Offer:
  - (i) is to be effected by way of a Scheme, the date the Scheme lapses, terminates or is withdrawn in accordance with its terms (by order of the court or otherwise); or
  - (ii) is to be implemented by way of a Takeover Offer, the date the Takeover Offer lapses, terminates or (with the consent of the Takeover Panel) is withdrawn in accordance with its terms,

provided that, for the avoidance of doubt, a switch from a Takeover Offer to a Scheme or from a Scheme to a Takeover Offer (or, for the avoidance of

doubt, any amendment to the terms or conditions of a Takeover Offer or Scheme) shall not of itself amount to a lapse, termination or withdrawal for the purposes of this definition.

## **5. Related Persons**

Each of the parties to this letter acknowledges and agrees that:

- (a) other than as expressly set out in this letter, no recourse hereunder or under any documents or instrument delivered in connection herewith may be had against the Investor;
- (b) no person other than a party to this letter has any obligations hereunder and no recourse hereunder or under any documents or instruments delivered in connection herewith may be had against any former, current or future equity holder, controlling person or other affiliate of (including any general or limited partner, manager, member or participant in any fund which holds an interest in) the Investor or any of its or their former, current or future directors, partners, officers, employees, advisers, agents, general or limited partners, managers, members, participants, shareholders, trustees, nominees or affiliates (any such person, a **Related Person**), whether by piercing of the corporate veil, the enforcement of any judgment or assessment, by any legal or equitable proceeding, by virtue of any statute, regulation or other applicable law or otherwise; and
- (c) no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by Related Persons under this letter for any claim based on, in respect of or by reason of such obligations or by their creation.

## **6. Third Party Rights**

- 6.1 This letter shall inure to the benefit of and be binding upon Midco and the Investor. Nothing in this letter, express or implied, is intended to nor does it confer upon any person other than Midco and the Investor (and their respective heirs, legal representatives, successors and assigns) any rights or remedies under, or by reason of, or any rights to enforce or cause Midco to enforce, the Equity Commitment or any provisions of this letter or to confer upon any person any rights or remedies against any person other than the Investor under or by reason of this letter; provided that the Related Persons are express third party beneficiaries of Section 5(b) of this letter and shall be entitled to enforce the provisions of Section 5(b) of this letter. Without limiting the foregoing, Midco's creditors shall have no right to specifically enforce this letter or to cause Midco to enforce this letter. For the avoidance of doubt, if all or any portion of the Equity Commitment or any other payment under or in connection with this letter, as the case may be, is required to be funded pursuant to the terms of this letter, such amount will be funded to Midco and under no circumstances will Midco's creditors or any other person be entitled to seek or cause the Investor to fund, or cause

the funding of, the Equity Commitment or any other payment under or in connection with this letter (or any portion thereof), as the case may be, directly to Midco's creditors or any other person (other than to Midco).

- 6.2 Apart from what is stated in Section 6.1, a person who is not a party to this letter has no rights or otherwise to enforce any provisions of this letter.
- 6.3 Subject to Section 7.3, any provision of this letter may be amended, waived or rescinded without the consent of any person, including any Related Person, who is not a party to this letter (notwithstanding the Contracts (Rights of Third Parties) Act 1999).

## **7. Miscellaneous**

- 7.1 If any term of this letter is invalid, illegal or incapable of being enforced, all other terms and provisions of this letter shall nevertheless remain in full force and effect.
- 7.2 Unless the parties hereto specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this letter nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this Section 7.2 shall be void.
- 7.3 This letter may not be amended without the prior written consent of Midco and the Investor.
- 7.4 This letter may be executed in counterparts each of which shall be deemed to be an original hereof and all of which together evidence the same letter.
- 7.5 This letter constitutes the entire agreement, and supersedes all prior agreements, understandings and statements, written or oral, between the parties with respect to the transactions contemplated hereby. Each party acknowledges and represents that it has not relied on nor been induced to enter into this letter by a representation, warranty or undertaking (whether contractual or otherwise), other than a representation, warranty or undertaking expressly set out in this letter.
- 7.6 This letter shall be treated as confidential by Midco and the Investor and is being provided to Midco solely in connection with the Offer. This letter may not be used, circulated, quoted or otherwise referred to in any document, except with the written consent of the Investor; provided that no such written consent shall be required for disclosure to Related Persons of the Investor, Midco's or the Investor's employees, agents, affiliates, financing sources, co-investors and legal, financial, accounting or other advisors or representatives (or those of any co-investor or financing source), so long as such persons are directed to keep such information confidential consistent with the terms contained in this Section; provided, further, that Midco or the Investor may disclose this letter (and/or its existence or terms) to the extent required by law, the Code, the Takeover Panel, the applicable rules of any national securities exchange or in connection with any required regulatory filings relating to the Offer.

- 7.7 The failure to exercise or delay in exercising a right or remedy provided by this letter or under applicable law or regulation does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this letter or under applicable law or regulation prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 7.8 Notwithstanding anything to the contrary in this letter, Midco shall not be entitled to recover more than once in respect of the same loss resulting from a breach of the terms of this letter.
- 7.9 This letter (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales. Each of the parties hereto irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or settle any disputes, which may arise out of or in connection with this letter or the formation of the agreement set out in this letter (including a dispute relating to any non-contractual obligation arising out of or in connection with this letter) and, for these purposes, each such party irrevocably submits to the exclusive jurisdiction of the courts of England and 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.
- 7.10 The Investor shall at all times maintain an agent for service of process and any other documents in proceedings in England or any other proceedings in connection with this letter. Such agent shall be Mubadala Capital (FAO Hernan Pellegrini and Oliver Jarvis-Bicknell), with address at 7<sup>th</sup> Floor, 25 Berkeley Square, London, W1J 6HN, United Kingdom, and any claim form, judgment or other notice of legal process shall be sufficiently served on the Investor if delivered to such agent at its address for the time being. If the Investor's process agent ceases to be able to act as such or to have an address in England and Wales, the Investor irrevocably agrees to appoint a new process agent in England and Wales, and to deliver to Midco (within 14 days following such appointment) a copy of a written acceptance of appointment by the process agent.

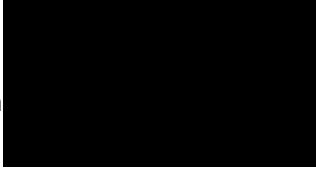
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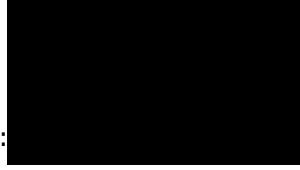
**EXECUTED AND DELIVERED AS A DEED ON THE DATE FIRST ABOVE WRITTEN.**

**EXECUTED** as a **DEED** by  
**ATIC SECOND INTERNATIONAL INVESTMENT COMPANY L.L.C**

By:  
Name  
Title



By:  
Name  
Title:



**EXECUTED** as a **DEED** by  
**ISOTOPE MIDCO**  
**S.À R.L.** by

Name:

Title:

Name:

Title:

