

Private and confidential

The Directors
Groupe SNC-Lavalin Inc.
455, boul. René-Lévesque Ouest
Montréal (Québec)
Canada H2Z 1Z3SNC-Lavalin Group Inc.

For the attention of Neil Bruce, Esq.

3 April 2017

Dear Sirs

You have expressed an interest in making an offer to acquire the entire issued and to be issued ordinary share capital of WS Atkins plc. In consideration of us making available to you and your advisors certain Confidential Information (as defined in paragraph 1 of this letter), you hereby agree with and undertake to us on the terms set out in this letter.

1. Interpretation

1.1 In this letter:

“acting in concert” means actively co-operating pursuant to an agreement or understanding (whether formal or informal) in the acquisition (directly or indirectly) of securities of the Company to obtain or consolidate control of the Company (control having the meaning given to it by the Code);

“Agents” means directors, officers, employees, agents, partners, professional advisers and contractors;

“Code” means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel;

“Company” means WS Atkins plc;

“Connected Persons” means, in relation to any person, the members of its Group and its and their respective Agents;

“Confidential Information” means:

- (i) all Information relating directly or indirectly to the Proposal (including the existence of the Proposal and this letter and of the discussions and negotiations between the parties (or in each case their Connected Persons) and the willingness of each of the parties to enter into such discussions and negotiations with each other or any other party and each party’s prospective interest in the Proposal and/or the transaction contemplated by the Proposal); and
- (ii) all Information relating to any member of the Company’s Group including, without limitation, Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of any member of that Group,

in each case which is disclosed by or acquired in any way (and whether directly or indirectly on or after the date of this letter) from or on behalf of the Company or any of

its Connected Persons and includes all copies of any such Information and Information prepared by the Recipient or any of its Connected Persons which contains or otherwise reflects or is generated from such Information but excluding:

- (A) all Information that is in, or has (after disclosure to or acquisition by the Recipient) entered, the public domain otherwise than (a) as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter or (b) which the Recipient knows to have been disclosed in breach of any duty of confidentiality owed to the Company or any of its Connected Persons;
- (B) all Information that the Recipient can show by its written records was properly and lawfully in its or its Connected Person's possession prior to the time that it was disclosed by or acquired from the Company and provided that such Information is not known by the Recipient to be subject to any other duty of confidentiality owed to the Company or any of its Connected Persons; and
- (C) all Information that is independently developed by the Recipient or its Connected Persons without reference to the Confidential Information;

"Data Incident" has the meaning given in paragraph 6.1(B);

"Data Protection Law" has the meaning given in paragraph 6.1;

"DPA 1998" means the Data Protection Act 1998;

"DPD" means the Data Protection Directive (95/46/EC);

"Finance Parties" means:

- (A) Caisse de dépôt et placement du Québec ("**CDPQ**"), Royal Bank of Canada, Bank of Montréal and HSBC Bank, as providers or potential providers of debt finance;
- (B) CDQP as a provider or potential provider of equity finance; and
- (C) Toronto Dominion Bank, Royal Bank of Canada and Bank of Montréal as underwriters,

or such parties in their other capacities in connection with the financing of the Proposal and their Connected Persons to the extent that they strictly need to receive and consider Confidential Information for the purposes of evaluating the Proposal and its financing;

"Group" means, in respect of any person, its group undertakings from time to time (group undertakings having the meaning ascribed to it in section 1161 of the Companies Act 2006);

"Information" means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including CD ROM, magnetic and digital form;

"Panel" means the Panel on Takeovers and Mergers;

"person" includes a reference to an individual, a body corporate, government body, association or partnership;

“Personal Data” has the meaning given to it in the DPA 1998;

“Proposal” means the acquisition of the entire issued and to be issued ordinary share capital of the Company;

“Recipient” means Groupe SNC-Lavalin Inc.;

“securities” means any shares or security in the capital of the relevant company, any option to acquire any such share or security and any derivative relating to, or any rights whatsoever in respect of, any such share or securities;

“Senior Leadership Team” means the board of directors of the Company, the chief executive officer of the Company, the direct reports to the chief executive officer and the direct reports to those direct reports; and

“Unauthorised Use” has the meaning given in paragraph 6.1(B).

1.2 The obligations are given by the Recipient in favour of the Company and each member of its Group.

2. Confidential Information and Existence of the Proposal

2.1 Subject to paragraph 3, the Recipient will:

- (A) treat and keep all Confidential Information as secret and confidential and will not, without the Company’s prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than as provided in paragraph 3;
- (B) only use any Confidential Information for the sole purpose of considering, evaluating, advising on or furthering the Proposal and will not use it for any other purpose (including, but not limited to, any competitive or commercial purpose);
- (C) ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to its own confidential information and in any case no less than reasonable measures and a reasonable degree of care; and
- (D) not make, or permit or procure to be made, any copies in any form of the Confidential Information except (a) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter or (b) with the Company’s prior written consent.

2.2 Subject to paragraphs 3 and 7.5, the Recipient shall not, and shall procure that none of its Connected Persons shall, without the prior written consent of the Company, directly or indirectly, disclose the possibility of the Transaction taking place or otherwise discuss the Transaction or contact or enter into any communication with any shareholder of the Company in relation to the Transaction or the possibility of the Transaction.

3. Exceptions and restrictions

- 3.1 The restrictions in paragraphs 2.1 and 2.2 do not apply to the disclosure of Confidential Information:
- (A) to the Connected Persons of the Recipient who strictly need to receive and consider Confidential Information for the purposes of the Proposal;
 - (B) subject to obtaining the consent of the Panel where required pursuant to Rule 2.2(e) and provided such disclosure would not trigger an obligation to make an announcement pursuant to such Rule, to the Finance Parties, and/or any other provider or prospective provider of debt or equity financing to the Recipient and/or its Connected Persons in connection with the Proposal who has been identified in writing to the Company prior to such disclosure being made, to the extent that they strictly need to receive and consider the Confidential Information for the purposes of evaluating the Proposal and its financing;
 - (C) subject to obtaining the consent of the Panel where required pursuant to Rule 2.2(e) and provided such disclosure would not trigger an obligation to make an announcement pursuant to such Rule, to a maximum of one credit rating agency retained to review the Recipient's credit rating in connection with the Proposal; or
 - (D) which is required to be disclosed by law or the rules of any applicable regulatory, governmental or supervisory organisation (but subject to paragraph 5).
- 3.2 If, prior to the Recipient making any announcement of a firm intention to make an offer to acquire the Company in accordance with Rule 2.7 of the Code, there are management meetings organised by the Company and the Recipient for the purpose of facilitating due diligence relating to the Proposal, the Company may, but shall not be obliged to, permit one representative of CDPQ to attend any such management meetings.
- 3.3 The Recipient will ensure that where Personal Data is disclosed by the Recipient under paragraphs 3.1(A), 3.1(B) or 3.1(C) of this letter, disclosure of Personal Data is limited to those persons who need access to the Personal Data to assess the Proposal and that access will only be granted to such part or parts of the Personal Data as is strictly necessary in relation to that person's particular duties in assessing the Proposal.
- 3.4 The Recipient will ensure that:
- (A) the Finance Parties, and each other person to whom Confidential Information is disclosed in accordance with paragraphs 3.1(A), 3.1(B) or 3.1(C), are each provided with a copy of this letter and observe its terms as if they were a party to the letter and had undertaken the same obligations as are undertaken by the Recipient (save to the extent otherwise agreed by the Company in writing); and
 - (B) the Finance Parties, and each other person granted access to Personal Data under paragraphs 3.1(A), 3.1(B) or 3.1(C), is reliable and is aware of the Recipient's duties and his, her or its duties under Data Protection Law and under this letter with respect to Personal Data.
- 3.5 The Recipient will be responsible for any breach of the terms of this letter by the Finance Parties and any other person to whom the Recipient discloses Confidential Information under this paragraph 3.

- 3.6 The Recipient will maintain a list (or ensure a list is maintained) of the names of all persons who have received or who have access to any Confidential Information, and will, promptly upon written request from the Company, supply a copy of such list to the Company.

4. Records and return of Confidential Information

- 4.1 The Recipient will keep a record of the Confidential Information provided to it or its Connected Persons and of any persons holding that Confidential Information. The Recipient will, upon demand by the Company or if the Recipient ceases to be interested in the Proposal:

(A) within ten days of such demand or cessation of interest, destroy or return, at the Recipient's option, to the Company all hard copy documents and all other materials which are in a form reasonably capable of delivery (including, without limitation, computer tapes and disks) containing or reflecting any Confidential Information and all copies thereof which have been made by or on behalf of the Recipient or its Connected Persons other than their own proprietary Information which they will destroy and, so far as it is practicable to do so, permanently erase, or procure the permanent erasing of, all electronic copies of any Confidential Information; and

(B) ensure that where Confidential Information has not been returned or destroyed under paragraph (A) above, no step will be taken to access or recover such Confidential Information from any computer, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine readable form. The Recipient will continue to hold such Confidential Information subject to the terms of this letter.

- 4.2 In addition, the Recipient will within seven days of such demand or cessation of interest provide a certificate addressed to the Company and signed by a duly authorised representative confirming compliance with this paragraph by the Recipient and its Connected Persons. Notwithstanding the obligations in this paragraph, the Recipient will be entitled to retain such copies of such Information as is required to be retained by law or the rules of any applicable regulatory, governmental or supervisory organisation to which it is subject and such Information will continue to be held subject to the terms of this letter.

5. Announcements and disclosure

- 5.1 Subject to paragraphs 5.2 and 5.3, and other than as provided in paragraph 3, the Recipient will not make, or permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of any Confidential Information, including its prospective interest in the Proposal and/or the transaction contemplated by the Proposal, without the prior written consent of the Company.

- 5.2 If the Recipient becomes (or it is reasonably likely that it will become) compelled by law, or the rules of any applicable regulatory, governmental or supervisory organisation to whose jurisdiction the relevant person is subject, to disclose any Confidential Information, the Recipient will, where and to the extent permitted by law or any such rules, promptly notify the Company so that it may seek any appropriate means to prevent or minimise that disclosure or waive compliance with the provisions of this letter and the Recipient will co-operate with the Company and take such steps as it may reasonably require for that purpose.

- 5.3 Where the Recipient makes disclosure of Confidential Information under paragraph 5.2, the disclosure will (to the extent permitted by law or regulation) be made only after prompt consultation with the Company and, where practicable, after taking into account its requirements as to the timing, content and manner of making such disclosure. Furthermore, the Recipient will disclose only that portion of the relevant Confidential Information which its legal advisers advise in writing must by law or regulation be disclosed.
- 5.4 Where in accordance with paragraph 5.3, the Recipient is not permitted to consult with the Company before disclosure is made, the Recipient will, to the extent permitted by law or regulation, inform the Company of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.
- 5.5 The Recipient will, to the extent permitted by law or regulation, immediately notify the Company of the circumstances of any breach, or threatened breach, of this letter upon becoming aware of such breach or threatened breach.
- 5.6 Any notification required pursuant to this letter will be made promptly by telephone, or email to the person whose contact details are set out at the end of this letter or to such other person or contact numbers as may be notified in writing from time to time.

6. Personal Data

- 6.1 The Recipient acknowledges that Confidential Information may include Personal Data, the handling or processing of which may be subject to the requirements of the DPD and/or any implementing national legislation thereunder, including but not limited to the DPA 1998 ("**Data Protection Law**"). Without limitation to any other term of this letter, in relation to the Personal Data, the Recipient will:
- (A) comply with all relevant provisions of Data Protection Law;
 - (B) take appropriate technical and organisational measures to guard against (a) the unauthorised or unlawful disclosure or processing of the Personal Data ("**Unauthorised Use**"), and (b) the loss, misuse, corruption or destruction of, or damage to, the Personal Data (a "**Data Incident**");
 - (C) immediately notify the Company of any Unauthorised Use or Data Incident;
 - (D) immediately notify the Company on receipt of any communication (including without limitation from the Information Commissioner) which relates to the Personal Data or to either party's compliance with Data Protection Law;
 - (E) promptly provide to the Company such full co-operation, information and assistance as the Company may from time to time reasonably request to enable it to comply with its obligations under Data Protection Law; and
 - (F) only process Personal Data outside of the European Economic Area:
 - (i) if the country in which the Personal Data will be processed is deemed adequate by the European Commission pursuant to Article 25(6) of the DPD (an "**Adequate Country**"); or
 - (ii) where the country in which the Personal Data will be processed is not an Adequate Country, with the prior written consent of the Company and, on request by the Company, having entered into the Model Clauses (which are attached in the schedule to this letter),

and for the avoidance of doubt, the United States of America is not an Adequate Country for the purposes of this paragraph 6.1(F).

7. Standstill

- 7.1 Subject to paragraph 7.5, the Recipient agrees that, from the date of this letter until the date falling 12 months after the date of this letter, it will not and will procure that any person acting in concert with it will not (directly or indirectly) without the Company's prior written consent:
- (A) acquire or offer to acquire or enter into any agreement, arrangement or understanding (whether legally binding or not) to acquire or offer to acquire any interest in any securities of the Company other than securities issued pursuant to any rights granted in relation to securities of the Company held by such person on the date of this letter;
 - (B) enter into any agreement, arrangement or understanding (conditionally or otherwise and whether legally binding or not) which imposes (directly or indirectly) obligations or restrictions on any party to such agreement, arrangement or understanding with respect to the exercise of voting rights attaching to any securities of the Company;
 - (C) enter into any agreement, arrangement, understanding or transaction or do or omit to do any act as a result of which the Recipient or any person acting in concert with the Recipient will become obliged or required (whether under the Code or otherwise) to make any general offer or invitation to acquire any securities of the Company;
 - (D) enter into any agreement, arrangement or understanding (conditionally or otherwise and whether legally binding or not) with any person relating to or in connection with the making by such person (or other person acting in concert with such person) of any offer, invitation or solicitation for any securities of the Company; or
 - (E) announce any proposal to do any of the matters referred to in paragraphs (A) to (D) above, including, without limitation, any announcement of a firm intention to make an offer to acquire the Company in accordance with Rule 2.7 of the Code.
- 7.2 The obligations in paragraph 7.1 will not apply to any person who acquires or disposes of any interest in securities of the Company in the ordinary course of business of that person as a fund manager, market-maker, broker or provider of trustee or nominee services where the decision to acquire or dispose is taken by an individual who is not in possession of Confidential Information.
- 7.3 If the Recipient or any person acting in concert with the Recipient acquires any interest in securities of the Company in breach of paragraph 7.1, then on request by the Company (without prejudice to any other right of the Company under this letter) the Recipient will (to the extent permitted by law or regulation) dispose of or procure the disposal of such interest within 30 days.
- 7.4 Nothing in this letter will prevent the Recipient or any person acting in concert with the Recipient from acquiring securities of the Company (subject always to complying with the Code) or from making an announcement, in each case, with the Company's prior written consent.

- 7.5 The obligations in paragraphs 2.2 and 7.1 will cease to apply if, at any time:
- (A) the Recipient (or any person acting in concert with the Recipient) makes, or announces under Rule 2.7 of the Code a firm intention to make, a general offer (including by way of scheme) to acquire shares carrying over 50% of the voting rights (as defined in the Code) in the Company which has been recommended by the board of directors of the Company;
 - (B) a third party (not acting in concert with the Recipient) makes, or announces under Rule 2.7 of the Code a firm intention to make, a general offer (including by way of scheme) to acquire shares carrying over 50% of the voting rights (as defined in the Code) in the Company which has been recommended by the board of directors of the Company; or
 - (C) the Company announces that it has been approached by a third party (not acting in concert with the Recipient) in relation to a possible offer for the Company, and:
 - (i) the board of directors of the Company is in discussions with such third party and has indicated a willingness to recommend such possible offer;
 - (ii) no standstill restrictions substantially equivalent to those in paragraph 7.1 are in place between the Company and such third party (or such standstill restrictions have been waived by the Company); and
 - (iii) such third party (or a party acting in concert with it) acquires any interest in shares carrying 1% or more of the voting rights of the Company, including rights to acquire, rights to subscribe for, options in respect of, and derivatives referenced to, such shares,

provided that where this paragraph 7.5(C) applies, the Recipient will not, and will procure that any person acting in concert with it will not, without the consent of the Company, make or announce any offer, including any possible offer, firm offer or mandatory offer, to acquire shares carrying over 50% of the voting rights (as defined in the Code) in the Company unless such announcement or offer is made for a price of no less than 2,080p per share of the Company.

8. Approaches

- 8.1 Subject to paragraph 8.4, the Recipient will only make contact in connection with the Proposal with the directors and employees of the Company or of its Connected Persons who may from time to time be notified by the Company or its Agents in writing.
- 8.2 Subject to paragraph 8.4, during the period of 12 months from the date of this letter the Recipient will not directly or indirectly solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any person who is, at any time during the negotiations regarding the Proposal, working for the Company or members of its Group (whether as an employee or consultant or independent contractor) either as a member of the Senior Leadership Team or directly engaged in the negotiations relating to the Proposal, whether or not that person would commit any breach of his or her contract by ceasing to work for the Company or members of its Group.
- 8.3 The Recipient undertakes that, while negotiations regarding the Proposal are taking place or during the period of 12 months from the date of this letter, it will not directly or indirectly in connection with the Proposal:

- (A) solicit or accept any Information or advice from any client, customer or supplier of the Company or members of its Group; or
- (B) visit any of the properties at which the business of the Company or member of its Group is carried on,

in each case without the prior written consent of the Company.

8.4 Nothing in paragraphs 8.1 or 8.2 will prevent the Recipient from:

- (A) considering and accepting an application made by any such person or employee in response to a recruitment advertisement published generally and not specifically directed at the employees of the Company or members of its Group or where such person or employee contacts the Recipient or any member of its Group on his or her own initiative and without any breach by the Recipient or any member of its Group of the undertakings in paragraphs 8.1 and 8.2; or
- (B) the recruitment of a person through an employment agency provided the Recipient does not encourage or advise such agency to approach any such person or employee.

8.5 The Recipient undertakes that it will not at any time, without the prior written consent of the Company, enter into any discussions or negotiations with or disclose any Confidential Information to another potential bidder in relation to the Proposal.

8.6 The Recipient undertakes that it will not at any time, without the prior written consent of the Company, discuss the other party's Confidential Information with any financial rating agency, governmental or supervisory body or any regulatory organisation save to the extent permitted pursuant to paragraph 3.

9. Duration

Except as otherwise expressly provided in this letter, the obligations set out in this letter shall cease to have effect upon completion of the Proposal. In the event of termination of discussions or negotiations relating to the Proposal, the obligations set out in this letter shall, unless expressly stated otherwise, continue in full force and effect notwithstanding the return or destruction of Confidential Information and any copies of it until the expiry of the period ending two years from the date of this letter.

10. Principal

The Recipient confirms that it is acting in this matter as principal and not as nominee, agent or broker for or acting in concert (other than CDPQ if so determined by the Panel) with any other person and it will be responsible for its own costs whether incurred by itself or its Connected Persons in considering or pursuing the Proposal (whether or not it proceeds) and in complying with the terms of this letter.

11. No Offer

The Recipient agrees that all Information, whether containing Confidential Information or otherwise, made available to it or its Connected Persons, in the course of, or for the purpose of, negotiations in relation to the Proposal, will not constitute an offer, inducement or invitation by, or on behalf of, the Company, nor will those documents nor the Information contained in them form the basis of, or any representation in relation to, any contract.

12. No Representations

The Recipient acknowledges that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by the Company or any of its Connected Persons as to the accuracy or completeness of the Confidential Information or any other Information supplied by it or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same. The Recipient further acknowledges that it will be responsible for making its own decisions on the Confidential Information and the Proposal. Accordingly, the Recipient agrees that neither party or any of its respective Connected Persons will be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the use of the Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or any errors, omissions or misstatements made by any of them in connection with the Proposal. Each statement in this paragraph 12 has no application in the case of fraud.

13. Expertise

The Recipient confirms that it is a person who:

- (A) is an investment professional within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (“the **Order**”); or
- (B) falls within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations etc.”) of the Order; or
- (C) is situated outside of the United Kingdom,

and that it is able to receive the Confidential Information without contravention of any unfulfilled registration requirements or other legal restrictions in the jurisdictions in which it resides or conducts business.

14. Insider dealing and market abuse

The Recipient acknowledges and agrees that:

- (A) the Confidential Information is provided to it in confidence and it will not engage in any behaviour while in possession of the Confidential Information which would amount to market abuse for the purposes of, or is otherwise prohibited under, Regulation (EU) No 596/2014 on market abuse (“**MAR**”); and
- (B) the Proposal and some or all of the Confidential Information may constitute inside information for the purposes of MAR and the Criminal Justice Act 1993 (“**CJA**”) and accordingly by receiving such Confidential Information it may become an ‘insider’, and it consents to being made an insider by virtue of receiving the Confidential Information and acknowledges that, subject to and in accordance with applicable law, it must not deal in securities that are price-affected securities (as defined in the CJA) in relation to any such inside information, encourage another person to deal in price-affected securities or disclose the information (except as permitted by the CJA) for such time as the information remains inside information.

15. Contracts (Rights Of Third Parties) Act 1999

- 15.1 The provisions of this letter confer benefits on the persons specifically referred to in paragraph 1.2 (each, a “**Third Party**”) and, subject to the remaining terms of this paragraph 15, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 15.2 Notwithstanding paragraph 15.1 of this letter, this letter may be rescinded or varied in any way and at any time without the consent of any Third Party.

16. General

- 16.1 The Recipient acknowledges and agrees that damages alone would not be an adequate remedy for any breach of this letter and/or breach of confidence. Accordingly, the Company will be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence.
- 16.2 No failure or delay in exercising any right, power or privilege under this letter 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 letter or otherwise. The terms of this letter may not be varied or terminated without the prior written consent of each party. No waiver of any provision of this letter will be binding upon either party unless in writing signed by the party granting the waiver.
- 16.3 To the extent that any Confidential Information is covered or protected by any form of privilege or refers to other documents which attract any form of privilege, then disclosing such Information under the terms of this letter or otherwise does not constitute a waiver of privilege or any other rights which the Company or its Connected Persons may have in respect of such Confidential Information.
- 16.4 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 16.5 This letter will enure to the benefit of, and be enforceable by, the Company's successors and assigns and the Recipient agrees to procure that its terms are observed by any successors and assigns of its business or interests or any part thereof as if they had been party to this letter. The Recipient acknowledges and agrees that the Company may assign the benefit of this letter in whole or in part to any person(s) who purchase all or part of the Company or its assets.
- 16.6 The Recipient acknowledges and agrees that no right or licence is granted to it or its Connected Persons in relation to the Confidential Information except as expressly set forth in this letter.
- 16.7 The provisions of this letter 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.
- 16.8 Any consent to be given by the Company under the terms of this letter may be given on such terms as it determines or may not be given.
- 16.9 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least

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

16.10 This letter 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 letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Proposal 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 letter or the relationship between the parties or the conduct of any negotiations in relation to the Proposal. The Recipient hereby irrevocably appoints the person identified below as its agent for service of process in England and Wales.

Please confirm your acceptance of the terms of this letter by signing and returning to us the enclosed copy of this letter.

Yours faithfully

(signed) Uwe Krueger

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Uwe Krueger
for and on behalf of WS Atkins plc

Details of Richard Webster for the purposes of paragraph 5.6:

Telephone: +44 20 7121 2600
Email: richard.webster@atkinsglobal.com

To: WS Atkins plc

We hereby agree to the matters set out in your letter dated 3 April 2017 (of which this is a copy).

Dated3rd April 2017.....

(signed) Christian Brown

.....
Name: Christian Brown

Title: Corporate Development Officer

for and on behalf of Groupe SNC-Lavalin Inc.

Agent for service of process

SNC Lavalin UK Ltd.....

9a Devonshire Square.....

London, UK.....

EC2M 4YN.....

Schedule
Controller to Controller Model Clauses

Definitions

For the purposes of the clauses:

- (A) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
- (B) “the data exporter” shall mean the controller who transfers the personal data;
- (C) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- (D) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I Obligations of the data exporter

The data exporter warrants and undertakes that:

- (A) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (B) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (C) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (D) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

- (E) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II Obligations of the data importer

The data importer warrants and undertakes that:

- (A) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (B) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (C) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (D) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (E) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(E).

- (F) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (G) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (H) It will process the personal data, at its option, in accordance with:
 - (i) the data protection laws of the country in which the data exporter is established.
 - (ii) the relevant provisions¹ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data² , or
 - (iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Option (i)

Initials of data importer:

- (I) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

¹ “Relevant provisions” means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

² However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

- (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
- (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
- (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

III Liability and third party rights

- (A) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- (B) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(B), I(D), I(E), II(A), II(C), II(D), II(E), II(H), II(I), III(A), V, VI(D) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(H), which shall apply only if so selected by the data importer under that clause.

V Resolution of disputes with data subjects or the authority

- (A) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (B) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (C) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI Termination

- (A) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (B) In the event that:
 - (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (A);
 - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data

importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- (C) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- (D) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(C)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(E). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated:

FOR DATA IMPORTER

FOR DATA EXPORTER

Annex A

Data Processing Principles

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.

8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - (A)
 - (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - (ii) the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties; or
 - (B) where otherwise provided by the law of the data exporter.

**Annex B
Description of the Transfer**

(To be completed by the parties)

Data subjects

The personal data transferred concern the following categories of data subjects:

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Purposes of the transfer(s)

The transfer is made for the following purposes:

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Categories of data

The personal data transferred concern the following categories of data:

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Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

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Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

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Data protection registration information of data exporter (where applicable)

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Additional useful information (storage limits and other relevant information)

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Contact points for data protection enquiries

Data importer

Data exporter

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