THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. THIS DOCUMENT CONTAINS A PROPOSAL WHICH, IF IMPLEMENTED, WILL RESULT IN THE CANCELLATION OF THE LISTING OF INTERTEK SHARES ON THE EQUITY SHARES (COMMERCIAL COMPANIES) CATEGORY OF THE OFFICIAL LIST AND TRADING OF INTERTEK SHARES ON THE LONDON STOCK EXCHANGE'S MAIN MARKET FOR LISTED SECURITIES. PART II (*EXPLANATORY STATEMENT*) OF THIS DOCUMENT COMPRISES AN EXPLANATORY STATEMENT IN COMPLIANCE WITH SECTION 897 OF THE COMPANIES ACT 2006. IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS DOCUMENT OR THE ACTION YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL ADVISER WHO, IF YOU ARE TAKING ADVICE IN THE UNITED KINGDOM, IS AUTHORISED PURSUANT TO FSMA OR, IF YOU ARE TAKING ADVICE OUTSIDE THE UNITED KINGDOM, IS AN APPROPRIATELY AUTHORISED INDEPENDENT PROFESSIONAL ADVISER.

If you sell or have sold or otherwise transferred all of your Intertek Shares, please send this Document together with any accompanying documents (other than documents or forms personal to you) at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. However, such documents should not be forwarded, distributed or transmitted (in whole or in part) in, into or from any jurisdiction in which such act would constitute a violation of the relevant laws of such jurisdiction (including, without limitation, any Restricted Jurisdiction). If you sell or have sold or otherwise transferred only part of your holding of Intertek Shares, you should retain these documents and contact the bank, stockbroker or other agent through whom the sale or transfer was effected.

The release, publication or distribution of this Document and any accompanying documents (in whole or in part) in or into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this Document comes should inform themselves about, and observe, any such restrictions (including Restricted Jurisdictions). Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

RECOMMENDED FINAL* CASH ACQUISITION

OF

INTERTEK GROUP PLC

BY

ISOTOPE BIDCO LIMITED

(a newly formed company to be indirectly owned by EQT X EUR SCSp and EQT X USD SCSp, each acting through its manager (*gérant*) EQT Fund Management S.à r.l., together with certain indirect minority shareholders including, among others, Luxinva and Mubadala) to be effected by means of a scheme of arrangement under Part 26 of the Companies Act 2006

This Document (including all information incorporated into this Document by reference) should be read as a whole and in conjunction with any accompanying documents (including the Forms of Proxy and Intertek CSN Voting Notification).

Your attention is drawn to Part I (*Letter from the Chair of Intertek*) of this Document, which contains the unanimous recommendation of the Intertek Directors that you vote in favour of the Scheme at the Court Meeting and the Special Resolution to be proposed at the General Meeting. A letter from Goldman Sachs, J.P. Morgan Cazenove and PJT Partners explaining the Scheme appears in Part II (*Explanatory Statement*) of this Document.

Notices of the Court Meeting and the General Meeting, both of which will be held at Marlborough Theatre, No. 11 Cavendish Square, London W1G 0AN on 6 August 2026, are set out in Part IX (*Notice of Court Meeting*) and Part X (*Notice of General Meeting*), respectively, of this Document. The Court Meeting will start at 10.00 a.m. and the General Meeting will start at 10.15 a.m. or as soon thereafter as the Court Meeting concludes or is adjourned.

Certain terms used in this Document are defined in Part VIII (*Definitions*) of this Document. References to times in this Document are to London, United Kingdom time unless otherwise stated.

The actions to be taken by Intertek Shareholders in relation to the Meetings are set out on page 36 at paragraph 15 of Part II (*Explanatory Statement*) of this Document. It is very important that Intertek Shareholders use their votes so that the Court can be satisfied that there is a fair and reasonable representation of their views. Intertek Shareholders will receive a BLUE Form of Proxy for use in

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* The financial terms of the Acquisition are final and will not be increased, save that Bidco reserves the right to increase the financial terms of the Acquisition where: (i) there is an announcement on or after the date of the Announcement of an offer or possible offer, including a partial offer, or a firm intention to make an offer for Intertek by any third party offeror or potential offeror, including where any such announcement is made by Intertek; or (ii) the Panel otherwise provides its consent.

connection with the Court Meeting and a WHITE Form of Proxy for use in connection with the General Meeting.

Whether or not you intend to be present at the Meetings in person, please complete and sign each of the Forms of Proxy (or appoint a proxy electronically, as referred to below) in accordance with the instructions printed on them and return them to Intertek's registrar, Equiniti, as soon as possible and, in any event, so as to be received by Equiniti by 10.00 a.m. (London time) on 4 August 2026 in respect of the Court Meeting and 10.15 a.m. (London time) on 4 August 2026 in respect of the General Meeting. If the BLUE Form of Proxy for the Court Meeting is not returned by the specified time, it may be handed to representatives of Equiniti or the Chair of the Court Meeting (or scanned and emailed to Equiniti at the following address: proxyvotes@equiniti.com) before the start of that meeting and will still be valid. In the case of the General Meeting, however, unless the WHITE Form of Proxy is returned by the time mentioned in the instructions printed on it, it will be invalid. The completion and return of a Form of Proxy will not prevent Intertek Shareholders from attending, voting and speaking in person at either the Court Meeting or the General Meeting, or any adjournment thereof, if you so wish and are so entitled.

Alternatively, in each case, Intertek Shareholders may make such proxy appointment or voting instruction online via Equiniti's online portfolio service, Shareview, by logging on to their portfolio at www.shareview.co.uk or via the Proxymity platform (for institutional investors).

The actions to be taken by Intertek CSN Holders are set out on page 9 and in paragraph 15 of Part II (*Explanatory Statement*) of this Document. Intertek CSN Holders are asked to submit their voting instructions in accordance with the instructions set out in the Intertek CSN Voting Notification as soon as possible, but in any event so as to be received by the CSN Nominee by no later than 10.00 a.m. and 10.15 a.m. (London time) on 31 July 2026 (in the case of the Court Meeting and the General Meeting, respectively) or, in the case of an adjourned meeting, no later than four Business Days before the time and date set for the relevant adjourned meeting. In the case of the Court Meeting and the General Meeting, if the relevant voting instruction is not submitted by the relevant time, it will be invalid.

If you have any questions about this Document, the Court Meeting or the General Meeting, or are in any doubt as to how to complete and return the Forms of Proxy or to submit your proxies electronically or online, please contact Intertek's Registrars, Equiniti, by calling between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050 (please use the country code if calling from outside the UK). For deaf and speech impaired shareholders, Equiniti welcomes calls via Relay UK. Please see www.relayuk.bt.com for more information. Calls from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones. Please note that calls to Equiniti may be monitored or recorded and no advice on the Acquisition or its merits, nor any legal, taxation or financial advice, can be given.

If you are an Intertek CSN Holder and you are in any doubt as to how to submit your voting instructions in accordance with the instructions set out in the Intertek CSN Voting Notification, please call the Intertek CSN Helpline between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday on +44 (0)20 7396 3400. Please ensure the country code is used if calling from outside the UK.

Goldman Sachs International, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, is acting exclusively for Intertek and no one else in connection with the matters referred to in this Document and will not be responsible to anyone other than Intertek for providing the protections afforded to clients of Goldman Sachs International, or for providing advice in connection with the matters referred to in this Document.

J.P. Morgan Securities plc, which conducts its UK investment banking business as J.P. Morgan Cazenove ("**J.P. Morgan Cazenove**"), is authorised by the Prudential Regulation Authority ("**PRA**") and the Financial Conduct Authority ("**FCA**") and regulated by the FCA and the PRA in the United Kingdom. J.P. Morgan Cazenove is acting exclusively for Intertek and no one else in connection with the matters referred to in this Document and will not be responsible to anyone other than Intertek for providing the protections afforded to clients of J.P. Morgan Cazenove or its affiliates, or for providing advice in connection with the matters referred to in this Document.

PJT Partners (UK) Limited ("**PJT Partners**"), which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively as financial adviser to Intertek and no-one else in connection with the Acquisition and will not be responsible to anyone other than Intertek for providing the protections afforded to clients of PJT Partners nor for providing advice in relation to the Acquisition or any matter referred to herein. Neither PJT Partners nor any of its subsidiaries, branches or affiliates nor any of their respective directors, officers, employees, agents or representatives owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of PJT Partners in connection with the Acquisition, any matter referred to herein or otherwise.

Morgan Stanley & Co. International plc ("**Morgan Stanley**"), which is authorised by the PRA and regulated by the FCA and the PRA in the United Kingdom, is acting exclusively as financial adviser to Bidco and no one else in connection with the Acquisition and will not be responsible to anyone other than Bidco for providing the protections afforded to clients of Morgan Stanley nor for providing advice in relation to the Acquisition or any other matters referred to in this Document. Neither Morgan Stanley, its affiliates nor any of their respective directors, officers, employees and agents owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Morgan Stanley in connection with any statement contained herein or otherwise.

Barclays Bank PLC, acting through its Investment Bank ("**Barclays**"), which is authorised by the PRA and regulated in the United Kingdom by the FCA and the PRA, is acting exclusively for Bidco and no one else in connection with the matters set out in this Document and will not be responsible to anyone other than Bidco for providing the protections afforded to clients of Barclays nor for providing advice in relation to any matter referred to in this Document.

Deutsche Bank AG is a stock corporation (Aktiengesellschaft) incorporated under the laws of the Federal Republic of Germany with its principal office in Frankfurt am Main. It is registered with the district court (Amtsgericht) in Frankfurt am Main under No HRB 30 000 and licensed to carry on banking business and to provide financial services. The London branch of Deutsche Bank AG is registered in the register of companies for England and Wales (registration number BR000005) with its registered address and principal place of business at 21, Moorfields, London EC2Y 9DB. Deutsche Bank AG is subject to supervision by the European Central Bank (ECB), Sonnemannstrasse 22, 60314 Frankfurt am Main, Germany, and the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht or BaFin), Graurheindorfer Strasse 108, 53117 Bonn and Marie-Curie-Strasse 24-28, 60439 Frankfurt am Main, Germany. With respect to activities undertaken in the United Kingdom, Deutsche Bank AG is authorised by the PRA. It is subject to regulation by the FCA and limited regulation by the PRA. Details about the extent of Deutsche Bank AG's authorisation and regulation by the PRA are available from Deutsche Bank AG on request. Deutsche Bank AG, acting through its London branch is and has been acting solely for Bidco and no other person in connection with the matters referred to in this Document and will not regard, and has not regarded, any other person as its client and has not been and will not be responsible to any person other than Bidco for providing the protections afforded to clients of Deutsche Bank AG, acting through its London branch, or for providing advice in relation to the matters referred to in this Document.

No person has been authorised to give any information or make any representations other than those contained in this Document and, if given or made, such information or representations must not be relied upon as having been authorised by Intertek, the Intertek Directors, Bidco, the Bidco Directors, EQT, the EQT Responsible Persons, Luxinva, the Luxinva Responsible Persons, Mubadala, the Mubadala Responsible Persons, CalPERS, the CalPERS Responsible Person or by Goldman Sachs, J.P. Morgan Cazenove, PJT Partners, Morgan Stanley, Barclays, Deutsche Bank or any other person involved in the Acquisition. Neither the delivery of this Document nor holding the Meetings, the Court Sanction Hearing, or filing the Court Order shall, under any circumstances, create any implication that there has been no change in the affairs of the Intertek Group or the Bidco Group since the date of this Document or that the information in, or incorporated into, this Document is correct as at any time subsequent to its date.

IMPORTANT NOTICES

Overseas jurisdictions

This Document has been prepared in connection with proposals in relation to a scheme of arrangement pursuant to and for the purpose of complying with English law and the Takeover Code and information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside the UK (including Restricted Jurisdictions). Nothing in this Document should be relied on for any other purpose. The Acquisition shall be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange and the FCA.

The release, publication or distribution of this Document in or into jurisdictions other than the UK or the United States, and the availability of the Acquisition to Intertek Shareholders who are not resident in the UK or the United States, may be restricted by law and therefore any persons who are subject to the law of any jurisdiction other than the UK (including Restricted Jurisdictions) should inform themselves about, and observe, any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the UK to vote their Intertek Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This Document has been prepared for the purposes of complying with English law and the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside of the UK.

Unless otherwise determined by Bidco or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from, or by the use of mails or any means of instrumentality (including, but not limited to, facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction.

Copies of this Document and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law or regulation), the Takeover Offer may not be made, directly or indirectly, in or into, or by the use of mails or any other means or instrumentality (including, without limitation, facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction.

Further details in relation to Overseas Shareholders are contained in paragraph 14 of Part II (*Explanatory Statement*) of this Document.

Sanctioned Shareholders

If any Intertek Shares are Sanctions Affected Shares: (a) no right, title or interest in any such Sanctions Affected Shares will be transferred to Bidco on the Effective Date where such transfer would cause a person to violate Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person; (b) any purported vote by or on behalf of any holder of any such Sanctions Affected Shares at the Court Meeting or the General Meeting will not be treated as valid where Sanctions do not permit such vote to be treated as valid; (c) no holder of Sanctions Affected Shares will receive any Cash Consideration under the Acquisition on the Effective Date; and (d) under the terms of the Acquisition and the Scheme, subject to compliance with any Sanctions, with effect on and from the Effective Date, all rights attaching to any such Sanctions Affected Shares will cease to be exercisable until such time as the right, title or interest in such shares is transferred to Bidco.

Please refer to the Scheme in Part IV (*The Scheme of Arrangement*) of this Document for further details.

Additional information for US investors

The Acquisition is being made to acquire the shares of an English company by means of a scheme of arrangement provided for under English law. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Scheme is subject to disclosure requirements and practices applicable in the UK to schemes of arrangement, which are different from the disclosure requirements of the US tender offer rules and the US proxy solicitation rules. The financial information included in this Document has been prepared in accordance with International Financial Reporting Standards and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the US. If Bidco exercises its right to implement the acquisition of the Intertek Shares by way of a Takeover Offer, such offer will be made in compliance with applicable US laws and regulations.

The receipt of cash pursuant to the Acquisition by a US holder as consideration for the transfer of its Scheme Shares pursuant to the Scheme may be a taxable transaction for United States federal income tax purposes and under applicable United States state and local, as well as foreign and other, tax laws. Each Intertek Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Acquisition applicable to them.

It may be difficult for US holders to enforce their rights and claims arising out of the US federal securities laws, since Bidco and Intertek are located in countries other than the US, and some or all of their officers and directors may be residents of countries other than the US. US holders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.

In accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Bidco or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Intertek Shares outside of the US, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes effective, lapses or is otherwise withdrawn. Also, in accordance with the Takeover Code, normal UK market practice and Rule 14e-5(b) of the US Exchange Act, each of Morgan Stanley, Barclays, J.P. Morgan Cazenove and Goldman Sachs (and/or certain of each of their affiliates) will continue to act as an exempt principal trader in Intertek Shares on the London Stock Exchange. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases and activities by exempt principal traders will be disclosed as required in the UK, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com.

Forward-looking statements

This Document (including information incorporated by reference in this Document), oral statements made regarding the Acquisition, and other information published by Intertek or Bidco may contain statements that are or may be deemed to be "forward-looking statements". All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements.

Forward-looking statements are statements of future expectations that are based on management's current expectations and assumptions and involve known and unknown risks and uncertainties that could cause actual results, performance or events to differ materially from those expressed or implied in these statements. Forward-looking statements include, among other things, statements concerning: (i) the ability to complete the Acquisition in a timely manner; (ii) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (iii) business and management strategies and the expansion and growth of Intertek's, Bidco's, or the Bidco Group's operations and potential synergies resulting from the Acquisition; and (iv) the effects of government regulation on the Bidco Group's, the EQT Group's or the Intertek Group's businesses. These forward-looking statements are identified by their use of terms and phrases such as, without limitation, "aims", "anticipate", "believe", "could", "estimate", "expect", "goals", "hopes", "intend", "may", "objectives", "outlook", "plan", "probably", "project", "risks", "seek", "should", "target", "will", "would" and similar terms and phrases.

Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date hereof. All subsequent oral or written forward-looking statements attributable to any member of the Intertek Group, the Bidco Group or the EQT Group, nor any of their respective associates, directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above. None of Intertek, Bidco or the Bidco Group, or any of their respective members, partners, associates or directors, officers or advisers, provides any representation, warranty, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Document will actually occur. Intertek, Bidco and EQT expressly disclaim any obligation to update any forward-looking or other statements contained herein, except as required by applicable law or by the rules of any competent regulatory authority, whether as a result of new information, future events or otherwise.

Disclosure requirements of the Takeover Code

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3. Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities, Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

No profit forecasts, profit estimates or quantified financial benefit statements

The Intertek Profit Forecast is a profit forecast for the purposes of Rule 28.1 of the Takeover Code. The Intertek Profit Forecast, the assumptions and basis of preparation on which the Intertek Profit Forecast is based and the confirmations from the Intertek Directors as required by the Takeover Code are set out in Appendix 1 (*Intertek Profit Forecast*).

Other than the Intertek Profit Forecast, no statement in this Document, or incorporated by reference in this Document, is intended as, or is to be construed as, a profit forecast, profit estimate or quantified financial benefits statement for any period and no statement in this Document should be interpreted to mean that earnings or earnings per Intertek Share for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Intertek Shares.

Publication on website

In accordance with Rule 26.1 of the Takeover Code, a copy of this Document and the documents required to be published under Rule 26 of the Takeover Code will be made available, free of charge, subject to certain restrictions relating to persons resident in or located in Restricted Jurisdictions, on Intertek's website at www.intertek.com/investors/ and Bidco's website at www.documentlibrary.co.uk/documents/ by no later than 12.00 p.m. (London time) on the first Business Day following the date of this Document.

For the avoidance of doubt, the contents of these websites are not incorporated into, and do not form part of, this Document.

Information relating to Intertek Shareholders

Please be aware that addresses, electronic addresses and certain other information provided by Intertek Shareholders, persons with information rights and other relevant persons for the receipt of communications from Intertek may be provided to Bidco, members of the EQT Group and/or their advisers during the Offer Period as required under Section 4 of Appendix 4 of the Takeover Code.

Requesting hard copies

In accordance with Rule 30.3 of the Takeover Code, Intertek Shareholders, participants in the Intertek Share Schemes and persons with information rights may request a hard copy of this Document (and any information incorporated by reference in this Document), free of charge, by contacting the Group Company Secretary during normal business hours at cosec@intertek.com or +44 (0) 20 7396 3400, or by submitting a request in writing to Intertek Group plc, 33 Cavendish Square, London W1G 0PS, United Kingdom.

For persons who receive a copy of this Document in electronic form or via a website notification, a hard copy of this Document will not be sent unless so requested. Such persons may also request that all future documents, announcements and information in relation to the Acquisition are sent to them in hard copy form.

Rounding

Certain figures included in this Document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.

Date

This Document is dated 15 July 2026.

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ACTION TO BE TAKEN

For the reasons set out in this Document, the Intertek Directors unanimously recommend that Intertek Shareholders vote in favour of the Scheme at the Court Meeting and the Special Resolution relating to the Scheme to be proposed at the General Meeting, as the Intertek Directors have irrevocably undertaken to do in respect of their own beneficial holdings of Intertek Shares, and that you take the action described below.

These pages should be read in conjunction with the rest of this Document, the accompanying Forms of Proxy and any document incorporated by reference.

1. Documents

Please check that you have received the following:

- a BLUE Form of Proxy for use in respect of the Court Meeting to be held on 6 August 2026;
- a WHITE Form of Proxy for use in respect of the General Meeting to be held on 6 August 2026; and
- a pre-paid envelope for use in the UK only for the return of the BLUE Form of Proxy and the WHITE Form of Proxy.

In the case of Intertek CSN Holders

Please check that you have received an Intertek CSN Voting Notification for use in respect of both the Court Meeting and the General Meeting.

If you have not received all of these documents (as applicable), if you are an Intertek Shareholder, please contact Equiniti on the Shareholder Helpline referred to on page 11 below, or, if you are an Intertek CSN Holder, please contact +44 (0)20 7396 3400.

2. Voting at the Court Meeting and the General Meeting

It is important that, for the Court Meeting in particular, as many votes as possible are cast, so that the Court may be satisfied that there is a fair and reasonable representation of the opinion of Scheme Shareholders. Whether or not you intend to attend the Court Meeting and/or the General Meeting, please sign and return (a) your Forms of Proxy, or (b) in the case of an Intertek CSN Holder, instruct the CSN Nominee to exercise the voting rights attached to your Intertek Shares as soon as possible.

The Scheme will require approval by the required majority of Scheme Shareholders at the Court Meeting, which has been convened with the permission of the Court to be held at Marlborough Theatre, No. 11 Cavendish Square, London W1G 0AN on 6 August 2026 at 10.00 a.m. Implementation of the Scheme will also require approval of the Special Resolution relating to the Acquisition to be proposed at the General Meeting. The General Meeting will be held at the same place as the Court Meeting at 10.15 a.m. on 6 August 2026 (or as soon thereafter as the Court Meeting concludes or is adjourned). Notices of the Court Meeting and General Meeting are set out at Part IX (*Notice of Court Meeting*) and Part X (*Notice of General Meeting*) respectively of this Document.

Scheme Shareholders and Intertek Shareholders (as applicable) entitled to attend and vote at the Meetings are entitled to appoint a proxy to exercise all or any of their rights to attend, speak and vote at the Court Meeting and/or General Meeting. A proxy need not be an Intertek Shareholder.

(a) *Sending Forms of Proxy by post*

Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them by post to Intertek's Registrars, Equiniti at Equiniti Limited, Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA, United Kingdom, so as to be received as soon as possible and in any event not later than the relevant time set out below:

- BLUE Forms of Proxy for the Court Meeting by 10.00 a.m. on 4 August 2026;
- WHITE Forms of Proxy for the General Meeting by 10.15 a.m. on 4 August 2026,

or, if in either case the Meeting is adjourned or postponed, so that the relevant Form of Proxy is received not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the adjourned or postponed Meeting.

Alternatively, BLUE Forms of Proxy (but not WHITE Forms of Proxy) may be presented in person to Intertek's Registrars, Equiniti, or to the Chair of the Court Meeting at the Court Meeting (or scanned and emailed to Equiniti at the following address: proxyvotes@equiniti.com) at any time before the commencement of the Court Meeting (or any adjournment or postponement thereof) and will still be valid.

However, in the case of the General Meeting, unless the WHITE Form of Proxy is returned by the time and date mentioned above, it will be invalid.

Intertek Shareholders are entitled to appoint a proxy in respect of some or all of their Intertek Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Intertek Shareholders who wish to appoint more than one proxy in respect of their holding of Intertek Shares should contact Equiniti for further Forms of Proxy.

The completion and return of the Forms of Proxy, or the appointment of a proxy electronically using CREST (or any other procedure described below), will not prevent you from attending and voting at the Court Meeting or the General Meeting, or any adjournment thereof, if you are entitled to and wish to do so.

(b) ***Online appointment of proxies***

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by logging on to the following website: www.shareview.co.uk. Once you have logged in, simply click "View" on the "My Investments" page and then click on the link to vote and follow the on-screen instructions. If you have not yet registered for a Shareview Portfolio, please go to www.shareview.co.uk and enter the requested information. For an electronic proxy appointment to be valid, the appointment must be received by Equiniti no later than 10.00 a.m. (London time) on 4 August 2026 for the Court Meeting and 10.15 a.m. (London time) on 4 August 2026 for the General Meeting or, if in either case the Meeting is adjourned, no later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the relevant Meeting.

In the case of the Court Meeting only, if you have not appointed a proxy electronically by such time, you may complete the BLUE Form of Proxy and hand it to a representative of Equiniti or the Chair of the Court Meeting (or scan and email it to Equiniti at the following address: proxyvotes@equiniti.com) before the start of the Court Meeting.

(c) ***Electronic appointment of proxies through CREST***

Intertek Shareholders who hold Intertek Shares through CREST and who wish to appoint a proxy or proxies for the Court Meeting and/or the General Meeting or any adjournment(s) or postponement(s) by using the CREST electronic proxy appointment service may do so by following the procedures described in the CREST Manual (available at https://my.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s) who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Intertek's Registrars, Equiniti (ID RA19), not later than 48 hours (excluding any part of such 48 hour period falling on a non-working day) before the time fixed for the relevant Meeting (as set out above) or any adjournment or postponement thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Equiniti is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsor or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Intertek may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by Intertek and approved by Intertek's Registrars, Equiniti. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged not later than 48 hours (excluding any part of such 48 hour period falling on a non-working day) before the time fixed for the relevant Meeting (as set out above) or any adjournment or postponement thereof in order to be considered valid. Before you can appoint a proxy via this process, you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy.

3. Intertek CSN Holders

Intertek CSN Holders should follow the instructions set out in the Intertek CSN Voting Notification to access the CSN Nominee's online voting platform. Voting instructions must be submitted in accordance with the instructions set out in the Intertek CSN Voting Notification as soon as possible and, in any event, so as to be received by the CSN Nominee no later than:

- 10.00 a.m. (London time) on 31 July 2026 in respect of the Court Meeting; and
- 10.15 a.m. (London time) on 31 July 2026 in the case of the General Meeting,

or, in the case of an adjourned meeting, no later than four Business Days before the time and date set for the adjourned meeting. If the relevant voting instruction is not returned by the relevant time above and in accordance with the instructions on the Intertek CSN Voting Notification, it will be invalid.

4. Intertek Share Schemes

Participants in the Intertek Share Schemes will be contacted separately regarding the effect of the Scheme on their rights under the Intertek Share Schemes and details of the arrangements and (where relevant) proposals applicable to them will be made available to them via an online portal. A summary of the effect of the Scheme on the Intertek Share Schemes is set out in paragraph 6 of Part II (*Explanatory Statement*) of this Document.

5. Shareholder Helpline

If you have any questions about this Document, the Court Meeting or the General Meeting, or are in any doubt as to how to complete and return the Forms of Proxy or to submit your proxies electronically, please contact Intertek's Registrars, Equiniti, by calling the Shareholder Helpline between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050 (please use the country code if calling from outside the UK). Calls from outside the UK will be charged at the applicable international rate. Different charges may apply to calls made from mobile telephones. Please note that calls to Equiniti may be monitored or recorded and no advice on the Acquisition or its merits, nor any legal, taxation or financial advice, can be given.

If you are an Intertek CSN Holder and you are in any doubt as to how to submit your voting instructions in accordance with the instructions set out in the Intertek CSN Voting Notification, please call the Intertek CSN Helpline between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday on +44 (0)20 7396 3400. Please ensure the country code is used if calling from outside the UK.

6. Sanctioned Shareholders

If any Intertek Shares are Sanctions Affected Shares: (a) no right, title or interest in any such Sanctions Affected Shares will be transferred to Bidco on the Effective Date where such transfer would cause any person to violate Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person; (b) any purported vote by or on behalf of any holder of any such Sanctions Affected Shares at the Court Meeting or the General Meeting will not be treated as valid where Sanctions do not permit such vote to be treated as valid; (c) no holder of Sanctions Affected Shares will receive any Cash Consideration under the Acquisition on the Effective Date; and (d) under the terms of the Acquisition and the Scheme, subject to compliance with any Sanctions, with effect on and from the Effective Date, all rights attaching to any such Sanctions Affected Shares will cease to be exercisable until such time as the right, title or interest in such shares is transferred to Bidco.

Please refer to the Scheme in Part IV (*The Scheme of Arrangement*) of this Document for further details.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

All times shown are London times unless otherwise stated. The following indicative timetable is based on Intertek's and Bidco's current expectations and is subject to change. If any of the dates and/or times in this expected timetable change, the revised dates and/or times will be notified to Intertek Shareholders by announcement through the Regulatory Information Service of the London Stock Exchange, with such announcement being made available on Intertek's and Bidco's websites at www.intertek.com/investors/and www.documentlibrary.co.uk/documents/respectively.

Participants in the Intertek Share Schemes will be contacted separately to inform them of the effect of the Scheme on their rights under the Intertek Share Schemes, including details of any dates and times relevant to them.

Event	**Time and/or date**
Publication of this Document	15 July 2026
Latest time for Intertek CSN Holders to submit voting instructions for the:	
• Court Meeting	10.00 a.m. on 31 July 2026(1)
• General Meeting	10.15 a.m. on 31 July 2026(2)
Latest time for lodging Forms of Proxy for the:	
• Court Meeting (BLUE form)	10.00 a.m. on 4 August 2026(3)
• General Meeting (WHITE form)	10.15 a.m. on 4 August 2026(4)
Voting Record Time	6.30 p.m. on 4 August 2026(5)
Court Meeting	**10.00 a.m. on 6 August 2026**
General Meeting	**10.15 a.m. on 6 August 2026**(6)
The following dates and times associated with the Scheme are indicative only and subject to change.	
Court Sanction Hearing	a date expected to be in Q4 2026 or Q1 2027, subject to the satisfaction (or, if applicable, waiver) of the relevant Conditions and, in any event, prior to the Long Stop Date ("**D**")
Last day for dealings in, and for the registration of transfer of, and disablement in CREST of, Intertek Shares	D+1
Scheme Record Time	6.00 p.m. on D+1(7)
Suspension of trading, and dealings in, Intertek Shares	7.30 a.m. on D+2
Effective Date	D+2(8)
Cancellation of listing of Intertek Shares on the Official List and of trading of Intertek Shares on the London Stock Exchange	by 8.00 a.m. on D+3
Latest date for dispatch of cheques, electronic payments and settlement through CREST	within 14 days after the Effective Date ("**S**")(9)
Expected date for crediting to mandated bank accounts of, or issuing cheques in respect of, the Cash Consideration due to Intertek CSN Holders	No later than 10 Business Days after S
Long Stop Date	11.59 p.m. on 18 June 2027(10)

(1) Intertek CSN Holders are asked to submit their voting instructions for the Court Meeting in accordance with the instructions set out in the Intertek CSN Voting Notification as soon as possible and, in any event, so as to be received by the CSN Nominee by no later than 10.00 a.m. on 31 July 2026 or, in the case of an adjournment, no later than four Business Days before the time and date set for the adjourned Court Meeting.

(2) Intertek CSN Holders are asked to submit their voting instructions for the General Meeting in accordance with the instructions set out in the Intertek CSN Voting Notification as soon as possible and, in any event, so as to be received by the CSN Nominee by no later than 10.15 a.m. on 31 July 2026 or, in the case of an adjournment, no later than four Business Days before the time and date set for the adjourned General Meeting.

(3) It is requested that BLUE Forms of Proxy for the Court Meeting be lodged not later than 48 hours prior to the time appointed for the Court Meeting or, if the Court Meeting is adjourned or postponed, 48 hours prior to the time fixed for any adjourned or postponed Court Meeting (excluding any part of such 48 hour period falling on a day that is not a working day). If the BLUE Form of Proxy for the Court Meeting is not lodged by 10.00 a.m. on 4 August 2026, it may be presented in person to the Equiniti representative who will be present at the Court Meeting or to the Chair of the Court Meeting (or scanned and emailed to Equiniti at the following address: proxyvotes@equiniti.com), at any time prior to the commencement of the Court Meeting (or any adjournment or postponement thereof).

(4) In order to be valid, the WHITE Forms of Proxy for the General Meeting must be lodged not later than 10.15 a.m. on 4 August 2026 or, if the General Meeting is adjourned or postponed, 48 hours prior to the time fixed for the adjourned or postponed General Meeting (excluding any part of such 48 hour period falling on a day that is not a working day).

(5) If either the Court Meeting or the General Meeting is adjourned or postponed, the Voting Record Time for the relevant adjourned or postponed Meeting will be 6.30 p.m. on the day which is two Business Days prior to the date of the adjourned or postponed Meeting.

(6) To commence at the time fixed or as soon thereafter as the Court Meeting concludes or is adjourned.

(7) Scheme Shareholders who are on the Register at this time are entitled to receive the Cash Consideration under the Acquisition.

(8) The Scheme shall become Effective as soon as a copy of the Court Order has been delivered to the Registrar of Companies. This is expected to occur following the Scheme Record Time and after the suspension of trading in Intertek Shares. The events which are stated as occurring on subsequent dates are conditional on the Effective Date and operate by reference to that date.

(9) The latest date for settlement of the Cash Consideration in respect of any Sanctions Affected Shares will be no later than 14 days after the relevant Release Date.

(10) This is the latest date by which the Scheme may become Effective, unless the Long Stop Date is extended to a later date as (i) Bidco may specify, with the written agreement of Intertek or, in a competitive situation, with the Panel's consent; or (ii) the Panel may direct under the Note on Section 3 of Appendix 7 to the Takeover Code, and in each case as the Court may approve (if such approval is required).

All dates by reference to "**D+1**" and "**D+2**" will be to the date falling the number of indicated Business Days immediately after the actual date, which is "**D**", as indicated above.

PART I

LETTER FROM THE CHAIR OF INTERTEK

Intertek Group plc
33 Cavendish Square
London
W1G 0PS
United Kingdom

Directors:

Steven Mogford (*Chair*)
André Lacroix (*Chief Executive Officer*)
Laura Crespi (*Chief Financial Officer*)
Graham Allan (*Senior Independent Non-Executive Director*)
Hilde Merete Aasheim (*Non-Executive Director*)
Robin Freestone (*Non-Executive Director*)
Tamara Ingram (*Non-Executive Director*)
Jeremy Maiden (*Non-Executive Director*)
Kawal Preet (*Non-Executive Director*)
Apurvi Sheth (*Non-Executive Director*)
Jean-Michel Valette (*Non-Executive Director*)

15 July 2026

To the holders of Intertek Shares and, for information only, to holders of awards under the Intertek Share Schemes and persons with information rights.

Dear Shareholder

RECOMMENDED FINAL* CASH ACQUISITION OF INTERTEK GROUP PLC BY ISOTOPE BIDCO LIMITED

1. Introduction

On 18 June 2026, the boards of Intertek and Bidco announced that they had reached agreement on the terms of a recommended final cash acquisition pursuant to which the entire issued and to be issued ordinary share capital of Intertek will be acquired by Bidco (the "**Acquisition**"), a newly formed company to be indirectly owned by EQT X EUR SCSp and EQT X USD SCSp, each acting through its manager (*gérant*) EQT Fund Management S.à r.l., together with certain indirect minority shareholders including, among others, Luxinva and Mubadala.

I am writing to you today on behalf of the Intertek Directors to explain the background to and detailed terms of the Acquisition, to encourage you to vote at the Court Meeting and General Meeting on 6 August 2026, and to set out the reasons why the Intertek Directors are unanimously recommending that you vote in favour of the Scheme at the Court Meeting and in favour of the Special Resolution to be proposed at the General Meeting, as those Intertek Directors who beneficially hold Intertek Shares have irrevocably undertaken to do in respect of their own personal beneficial holdings of 642,951 Intertek Shares in total, representing, in aggregate, approximately 0.42 per cent. of Intertek's existing issued ordinary share capital on the Latest Practicable Date. In particular, this letter sets out:

(A) Bidco's background to and reasons for the Acquisition;

(B) Bidco's intentions and strategic plans in respect of the Intertek Group, including its strategic plans and intentions in relation to directors, management, employees, pensions, research and development and locations; and

* The financial terms of the Acquisition are final and will not be increased, save that Bidco reserves the right to increase the financial terms of the Acquisition where: (i) there is an announcement on or after the date of the Announcement of an offer or possible offer, including a partial offer, or a firm intention to make an offer for Intertek by any third party offeror or potential offeror, including where any such announcement is made by Intertek; or (ii) the Panel otherwise provides its consent.

(C) in light of the above, the Intertek Directors' background to and reasons for their recommendation.

Please note that statements made or referred to in this letter regarding Bidco's reasons for the Acquisition, information concerning the business of the Bidco Group, EQT, Luxinva, Mubadala and CalPERS and/or intentions or expectations of or concerning the Bidco Group reflect the views of the Bidco Directors and the EQT Responsible Persons, the Luxinva Responsible Persons, the Mubadala Responsible Persons and/or the CalPERS Responsible Person (as applicable). However, such statements have been included here to aid your consideration of the Acquisition.

I draw your attention to the letter from Goldman Sachs, J.P. Morgan Cazenove and PJT Partners set out in Part II (*Explanatory Statement*) of this Document which gives details about the Acquisition. Furthermore, please note the contents of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*), Part IV (*The Scheme of Arrangemen*t) and Part VII (*Additional Information*) of this Document which provides further details concerning the Scheme. **I strongly advise you to read the whole of this Document and the accompanying Forms of Proxy and not just rely on the summary information contained in this letter or the Explanatory Statement.**

In order to approve the terms of the Acquisition, the required majority of Scheme Shareholders will need to vote in favour of the Scheme at the Court Meeting and the required majority of Intertek Shareholders will need to vote in favour of the Special Resolution to be proposed at the General Meeting (as set out in paragraphs 10(A) and 10(B) of Part II (*Explanatory Statement*) of this Document). The Court Meeting and the General Meeting are to be held at Marlborough Theatre, No. 11 Cavendish Square, London W1G 0AN. The Court Meeting will start at 10.00 a.m. on 6 August 2026 and the General Meeting will start at 10.15 a.m. on 6 August 2026 (or as soon thereafter as the Court Meeting concludes or is adjourned or postponed).

Details of the actions you should take are set out in paragraph 15 of Part II (*Explanatory Statement*) of this Document. The formal recommendation of the Intertek Directors is set out in paragraph 11 of this letter.

2. Summary of the terms of the Acquisition

It is proposed that the Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act between Intertek and Scheme Shareholders, pursuant to which Bidco will acquire all of the issued and to be issued Intertek Shares. The Scheme requires, among other things, the approval of Scheme Shareholders at the Court Meeting, the approval of the Special Resolution by Intertek Shareholders at the General Meeting, as well as the sanction of the Court at the Court Sanction Hearing in order to become Effective.

Under the terms of the Acquisition, which is subject to the satisfaction (or, where applicable, waiver) of the Conditions and further terms set out in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*), each Intertek Shareholder will be entitled to receive:

for each Intertek Share **£60 in cash** (the "**Cash Consideration**")

At Intertek's Annual General Meeting on 20 May 2026, Intertek Shareholders approved the payment of the FY25 Final Dividend of 107.7 pence per Intertek Share. The FY25 Final Dividend was paid on 24 June 2026 to Intertek Shareholders on Intertek's register of members at the close of business on 29 May 2026. Under the terms of the Acquisition: (i) Intertek Shareholders shall be entitled to receive and retain the FY25 Final Dividend; (ii) Bidco shall have no entitlement in relation to the FY25 Final Dividend; and (iii) the declaration, approval and payment of the FY25 Final Dividend shall not affect or reduce the Cash Consideration in any way.

Therefore, under the terms of the Acquisition, Intertek Shareholders will be entitled to receive a total value of **up to £61.077 for each Intertek Share** (the "**Total Value**").

The Cash Consideration represents a premium of approximately:

- 59 per cent. to Intertek's share price of £37.70 at the close of business on 9 April 2026 (being the last Business Day before EQT submitted its initial proposal to Intertek);

- 61 per cent. to the volume-weighted average Closing Price of £37.18 per Intertek Share for the one-month period ended on 9 April 2026 (being the last Business Day before EQT submitted its initial proposal to Intertek); and
- 38 per cent. to Intertek's share price of £43.63 at the close of business on 15 April 2026 (being the last Business Day before the start of the Offer Period).

The Total Value represents a premium of:

- 62 per cent. to Intertek's share price of £37.70 at the close of business on 9 April 2026 (being the last Business Day before EQT submitted its initial proposal to Intertek);
- 64 per cent. to the volume-weighted average Closing Price of £37.18 per Intertek Share for the one-month period ended on 9 April 2026 (being the last Business Day before EQT submitted its initial proposal to Intertek); and
- 40 per cent. to Intertek's share price of £43.63 at the close of business on 15 April 2026 (being the last Business Day before the start of the Offer Period).

The Cash Consideration values Intertek's entire issued and to be issued share capital at approximately £9.3 billion and implies an enterprise value of approximately £10.7 billion. The Total Value values Intertek's entire issued and to be issued share capital at approximately £9.5 billion and implies an enterprise value of £10.9 billion.

If, on or after the date of the Announcement and prior to the Effective Date, Intertek announces, declares, makes or pays any dividend and/or distribution and/or other return of capital other than the FY25 Final Dividend, Bidco will reduce the Cash Consideration payable under the terms of the Acquisition at such date by an amount up to the amount of such dividend, distribution or other return of capital, in which case any reference in this Document to the Cash Consideration will be deemed to be a reference to the Cash Consideration so reduced.

The Acquisition is subject to the Conditions set out in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document, including the sanction of the Scheme by the Court. The expected timetable is set out on page 14 of this Document.

3. Background to and reasons for the Acquisition

On 18 June 2026, Bidco set out its background to and reasons for the Acquisition in the Announcement. In the Announcement, Bidco stated the following:

*Bidco believes Intertek is a high-quality investment by virtue of being one of the leading companies within the attractive global Assurance, Testing, Inspection and Certification ("**ATIC**") industry. EQT believes it is well positioned to accelerate Intertek's next phase of growth.*

The global ATIC industry is expected to grow at mid-to-high single digits over the medium term, driven by positive structural industry tailwinds. Intertek provides key services to more than 400,000 clients across several sectors and jurisdictions, where regulatory requirements and the need for companies to protect their brands and meet consumer expectations are paramount, resulting in a recurring revenue base. Intertek is an established global business with stable positions across its key service lines, supported by a global workforce, positive customer advocacy and a network spanning over 100 countries. This global presence and depth within specialised capabilities represents a key differentiator for Intertek as it serves customers across jurisdictions in a rapidly and constantly changing regulatory environment. EQT believes that, through increased investment and a renewed strategic focus on innovation underpinned by greater AI adoption, there are significant opportunities for Intertek to accelerate its growth, enhance its competitive position, and unlock its full long-term potential as one of the leading global ATIC platforms with innovation central to its growth strategy.

EQT has a long and successful track record investing in the business services sector, working closely alongside management teams to accelerate growth and achieve their strategic ambitions. Since the firm's founding thirty years ago, EQT has invested US$40.4 billion of equity capital in the services sector through investments across 56 companies. EQT has a particular expertise in regulated, quality-driven and science-based industries with relevant domain knowledge of the global ATIC landscape. Furthermore, EQT has been investing in the UK for over two decades and has an established track *record of investing in, and growing, UK businesses. For example, following EQT's acquisition and de-listing of Dechra Pharmaceuticals plc ("**Dechra**") in 2024, EQT supported a range of strategic initiatives aimed at accelerating innovation and strengthening Dechra's long-term growth prospects. These initiatives included tripling Dechra's R&D investment relative to the 2022 financial year (Dechra's last full financial year prior to the announcement of the acquisition), funding an ambitious M&A agenda and growing headcount in key areas of the business to support Dechra's strategy, and enhancing its product pipeline.*

Building on their extensive experience as long-term investors in high-quality global businesses, EQT and its partners are well placed to provide Intertek with the capital, operational support and strategic guidance needed to accelerate its next phase of growth.

EQT believes that the additional flexibility that comes from a private company environment will permit Bidco to focus on sustainably improving the value of Intertek's businesses for the benefit of its stakeholders and growth over the long-term.

EQT's global network, as well as its dedicated Digital & AI team, will further support Intertek's key growth priorities, including commercial excellence, innovation, technology-enabled service delivery and AI adoption. EQT will also bring expertise and additional resources to accelerate Intertek's M&A strategy, including sourcing and execution capabilities.

4. Strategic plans, directors, management, employees, pensions, research and development and locations

On 18 June 2026, Bidco set out its intentions and strategic plans for the Intertek Group in the Announcement as required by the Takeover Code. In the Announcement, Bidco stated the following:

Bidco's strategic plans for Intertek

Bidco believes that Intertek is a high-quality, leading company within the highly attractive global ATIC industry, with multiple avenues for EQT to accelerate Intertek's next phase of growth.

EQT is a growth-oriented global investment firm with a long-term strong track record of investing materially in its portfolio companies, particularly in research and development. Bidco believes a similar strategy can be applied to Intertek's businesses and intends to increase investment in innovation to enable them to unleash their full potential.

Prior to the Announcement, consistent with market practice, Bidco has been granted access to Intertek's senior management for the purposes of confirmatory due diligence and, accordingly, Bidco has developed a preliminary strategy for Intertek following the Acquisition, as reflected below and subject to the Strategic Evaluation described below.

*Bidco is aligned with the Intertek Board's view that the business could benefit from a more focused portfolio strategy, enhanced capital allocation, and faster in-market execution. Building on the Strategic Review announced by Intertek on 14 April 2026, Bidco intends, following the Acquisition becoming Effective, to recommence the detailed review of Intertek's businesses and of the operations and organisational structure of the Intertek Group (the "**Strategic Evaluation**").*

Bidco intends to complete the Strategic Evaluation within approximately 12 months of the Effective Date. The Strategic Evaluation will involve engagement with key stakeholders and an assessment of the strategy, capital requirements, performance and potential of each of Intertek's businesses. The Strategic Evaluation will also consider progress on Intertek's key products, programmes, innovation initiatives and research and development activities; identify opportunities to optimise Intertek's portfolio, including strategic acquisitions, partnerships and/or divestitures; and evaluate the appropriate corporate organisational structure for the Intertek Group going forward. The Strategic Evaluation will be conducted in a manner consistent with EQT's long-term investment strategy.

In parallel, Bidco intends to support the continued growth of Intertek's businesses through increased strategic investment, both organic and inorganic, to further enhance their product offerings and growth prospects. Bidco's ambition is to create an environment in which each business line can realise its full potential by accelerating innovation, strengthening market positions and pursuing selective M&A opportunities, with the aim of establishing industry-leading businesses in their respective fields. The strategy for such investments will be determined following the conclusion of the Strategic Evaluation.

Employees and management

Bidco respects Intertek's culture and the commitment and expertise of its employees and management team. Bidco attaches great importance to the skills and experience of Intertek's employees around the world, and believes they will be a key factor in delivering Bidco's strategic plans for Intertek and growth over the long-term. Bidco's objective is to maintain, and strengthen, Intertek's pre-eminent position as an employer of choice, and to continue to attract, develop and retain talent. In support of this objective, EQT intends to invest in Intertek's global talent base and believes that this investment will result in attractive career opportunities across the Intertek Group.

As part of the Strategic Evaluation and Intertek's transition to private ownership, Bidco will undertake a customary assessment of areas where any change in the overall composition of functions is required. Prior to the conclusion of the Strategic Evaluation, in addition to headcount management in the ordinary course, it is expected that there will be headcount reductions in public company-related and back-office functions which will no longer be required. However, during this period it is not anticipated that there will be any material reduction in the Intertek Group's headcount. Following the conclusion of the Strategic Evaluation, and depending on its outcome, it is possible that a decision may be taken to increase headcount in relation to certain operational and administrative activities and a decision may also be taken to implement certain headcount reductions. However, Bidco does not expect such reductions to be material in the context of the Intertek Group. Bidco also expects that overall headcount of Intertek's businesses over time will grow as a result of sustained growth of the Intertek Group driven by Bidco's strategic plans for Intertek.

Where any roles are or may be affected or impacted as a result of any future identified headcount reductions, Bidco will ensure it complies with applicable law, including any information and consultation obligations, and any individuals impacted will be treated in a manner consistent with Intertek's standards and culture.

Bidco does not otherwise intend for there to be any material change in the balance of skills and functions of employees and management in Intertek as a consequence of the Acquisition.

It is also intended that, upon the Acquisition becoming Effective, each of the non-executive members of the Intertek Board shall resign from their office as a director of Intertek.

Existing employment rights and pensions

*Intertek operates a number of retirement benefit arrangements across the Intertek Group. In most jurisdictions, these are defined contribution arrangements (the "**DC Schemes**"). However, there are material defined benefit schemes in the UK (the Intertek Pension Scheme (the "**UK DB Scheme**")) and in Switzerland (the AXA BVG Foundation Suisse Romande, Winterthur Swiss Life Collective BVG Foundation Intertek (Schweiz) AG (the "**Swiss DB Scheme**")). The UK DB Scheme is funded, with assets held in separate trustee-administered funds, and the Swiss DB Scheme is an insured scheme.*

Bidco intends to match Intertek's current level of employer's contributions under its existing DC Schemes, subject to applicable law.

The UK DB Scheme was closed to new entrants in 2002 but remains open to future accrual. Bidco does not intend to close or change the current arrangements for the accrual of benefits for existing members of the UK DB Scheme which is fully funded. Bidco intends for employer contributions to the UK DB Scheme to continue in line with current arrangements.

The Swiss DB Scheme was valued for IAS 19 accounting purposes as at 31 December 2025 which revealed a deficit of £3.9m. Bidco does not intend to make any changes to the Swiss DB Scheme. Bidco intends for any contributions in respect of the Swiss DB Scheme to be paid as required under applicable law and the terms of the Swiss DB Scheme.

Bidco intends to safeguard the existing contractual and statutory employment rights of the management and the employees of the Intertek Group in accordance with applicable law and does not intend to make any material change to the conditions of employment of the management and employees of the Intertek Group.

Management incentivisation arrangements

*Bidco intends to grant cash replacement awards to participants in the Intertek Long Term Incentive Plan and Intertek Enhanced Long Term Incentive Plan, to replace the portion of certain awards under those plans that does not vest in connection with the Acquisition due to the application of time pro rating and performance conditions (the "**Replacement Awards**"). The grant of any Replacement Awards will be conditional upon achievement of a closing cash condition and the Replacement Awards will be payable in two equal instalments, on the first and second anniversaries of the Effective Date, provided the relevant participant remains in employment with the Intertek Group at the date of payment (subject to applicable good leaver terms). Further details of the Replacement Awards are included in the Co-operation Agreement.*

Save as set out above, Bidco has not entered into, and has not had discussions on proposals to enter into, any form of incentivisation arrangements with members of Intertek's management. Bidco intends to put in place management incentivisation or retention arrangements for members of Intertek's management following completion of the Acquisition. Any discussions with Intertek's management about the terms, content, scope, or form of such incentivisation arrangements will not take place until after the Effective Date.

Headquarters, locations, fixed assets and research and development

Bidco intends to maintain Intertek's headquarters in London. Bidco has no plans to change Intertek's head-office functions, other than potentially in respect of the scope of the corporate, support and public company-related functions noted above.

Bidco has no intentions to redeploy the fixed assets of the Intertek Group.

Bidco understands the importance of research and development to Intertek and its businesses and intends to maintain and increase investment in innovation, technology and new product developments.

Trading facilities, delisting and re-registration

The Intertek Shares are currently admitted to the equity shares (commercial companies) category of the Official List and to trading on the Main Market of the London Stock Exchange and, as set out in paragraph 9 of Part II (Explanatory Statement) of this Document, before the Effective Date, an application shall be made to the FCA and the London Stock Exchange to cancel such admissions to listing and trading, to take effect from or shortly after the Effective Date. Intertek is also expected to be re-registered as a private company on or after the Effective Date.

No statement in this paragraph constitutes or is intended to become a post-offer undertaking under Rule 19.5 of the Takeover Code.

5. Background to and reasons for the recommendation

Intertek today and its strategic review

Intertek is a leading Total Quality Assurance provider to industries worldwide. Intertek's network of more than 1,000 laboratories and offices in more than 100 countries delivers innovative and bespoke Assurance, Testing, Inspection and Certification ("**ATIC**") solutions for its customers' operations and supply chains. The Intertek Board firmly believes that Intertek is a business with strong assets and capabilities, and a differentiated strategy for growth which together underpin a significant value creation opportunity.

In May 2023, Intertek launched its Amazing ATIC Advantage strategy ("**AAA strategy**") that was designed to capitalise on Intertek's global leadership in the ATIC industry through the delivery of superior value to all stakeholders by leveraging science-based expertise and a high-performance culture. The AAA strategy was focused on delivering increased demand for Intertek's ATIC solutions, capitalising on its best-in class operating platform and targeting opportunities for operational and financial improvements. Since the launch of the AAA strategy, Intertek has actively enhanced its portfolio through £600 million in combined organic and inorganic investment (as at 31 December 2025). Intertek completed seven acquisitions between 2023 and 2025, which contributed £35.5 million to revenue and delivered an adjusted operating profit margin of 34 per cent. for the financial year ended 31 December 2025.

Between the financial years ended 31 December 2023 and 31 December 2025, Intertek has seen a significant performance acceleration, delivering:

- annual revenue growth of 6 per cent. at constant currency;
- 240 basis points of adjusted operating profit margin accretion at constant currency;
- average EPS growth of 12 per cent. per annum, with industry-leading adjusted operating profit margin and productivity at constant currency;
- £2.3 billion of cumulative operating cash flow;
- 17 per cent. average dividend growth per annum; and
- a return of £985 million to shareholders through ordinary dividends and share buybacks.

On 14 April 2026, following a period of evaluation by the Intertek Board, Intertek announced it was initiating a strategic review (the "**Strategic Review**"), exploring the potential separation, either through a sale or demerger, of Intertek Energy & Infrastructure (comprising World of Energy, and Industry and Infrastructure) from Intertek Testing & Assurance (comprising Consumer Products, Corporate Assurance, and Health and Safety) aiming to create two high-quality global ATIC businesses and accelerate growth to deliver greater value for shareholders.

The terms of the Acquisition

In evaluating the financial terms of the Acquisition, and determining whether they reflect an appropriate value for Intertek and its future prospects, the Intertek Board has, together with its financial advisers, considered a number of factors, including that:

- the Total Value provided under the terms of the Acquisition (being, the Cash Consideration and FY25 Final Dividend in aggregate), represents an attractive premium of:
  - 62 per cent. to Intertek's share price of £37.70 at the close of business on 9 April 2026 (being the last Business Day before EQT submitted its initial proposal to Intertek);
  - 64 per cent. to the volume-weighted average Closing Price of £37.18 per Intertek Share for the one-month period ended 9 April 2026;
  - 40 per cent. to Intertek's share price of £43.63 at the close of business on 15 April 2026 (being the last Business Day before the start of the Offer Period);
  - 19 per cent. to the 52-week high Closing Price of £51.30 per Intertek Share (for the period ending the Business Day prior to the start of the Offer Period); and
- while the Intertek Board remains highly confident in Intertek's standalone strategy and the value creation opportunity outlined in the Strategic Review, the Acquisition provides the opportunity for Intertek Shareholders to receive certain and immediate cash.

Accordingly, following careful consideration of the financial terms of the Acquisition, the Intertek Directors unanimously recommend that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and that Intertek Shareholders vote in favour of the Special Resolution to be proposed at the General Meeting.

Irrevocable undertakings

Bidco has received irrevocable undertakings from the Intertek Directors who hold Intertek Shares to vote in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept such offer) in respect of their own personal beneficial holdings of 642,951 Intertek Shares in aggregate, representing approximately 0.42 per cent. of Intertek's existing issued ordinary share capital as at the Latest Practicable Date. Each of these irrevocable undertakings remains binding in the event a higher competing offer is made for Intertek.

Further details of these irrevocable undertakings, including the circumstances in which they may lapse, are set out in paragraph 5 of Part VII (*Additional Information*) of this Document.

6. Action to be taken

Intertek Shareholders

Your attention is drawn to the details of the approvals being sought at the Court Meeting and the General Meeting and the action to be taken by Intertek Shareholders in respect of the Scheme are set out in paragraph 15 of Part II (*Explanatory Statement*) of this Document. Furthermore, details relating to the cancellation of listing of the Intertek Shares are included in paragraph 9 of Part II (*Explanatory Statement*) of this Document.

Intertek CSN Holders

Intertek CSN Holders should follow the instructions set out in the Intertek CSN Voting Notification to access the CSN Nominee's online voting platform. Voting instructions must be submitted in accordance with the instructions set out in the Intertek CSN Voting Notification as soon as possible and, in any event, so as to be received by the CSN Nominee no later than:

- 10.00 a.m. (London time) on 31 July 2026 in respect of the Court Meeting; and
- 10.15 a.m. (London time) on 31 July 2026 in the case of the General Meeting,

or, in the case of an adjourned meeting, no later than four Business Days before the time and date set for the adjourned meeting. If the relevant voting instruction is not returned by the relevant time above and in accordance with the instructions on the Intertek CSN Voting Notification, it will be invalid.

It is important that, for the Court Meeting in particular, as many votes as possible are cast, so that the Court may be satisfied that there is a fair and reasonable representation of the opinion of Scheme Shareholders. Whether or not you intend to attend the Court Meeting and/or the General Meeting, please sign and return (a) your Forms of Proxy, or (b) in the case of an Intertek CSN Holder, instruct the CSN Nominee to exercise the voting rights attached to your Intertek Shares as soon as possible.

7. Intertek Share Schemes

Please note that participants in the Intertek Share Schemes will be contacted separately regarding the effect of the Scheme on their rights under the Intertek Share Schemes and details of the arrangements and (where relevant) proposals applicable to them via an online portal. A summary of the effect of the Scheme on the Intertek Share Schemes is set out in paragraph 6 of Part II (*Explanatory Statement*) of this Document.

8. Overseas shareholders

Overseas Shareholders should refer to page 4 of this Document (*Overseas jurisdictions*), paragraph 14 of Part II (*Explanatory Statement*) of this Document and paragraph 6 of Part IV (*The Scheme of Arrangement*) of this Document, which contain important information relevant to such holders.

9. Sanctioned Shareholders

If any Intertek Shares are Sanctions Affected Shares: (a) no right, title or interest in any such Sanctions Affected Shares will be transferred to Bidco on the Effective Date where such transfer would cause any person to violate Sanctions, or to be exposed to a reasonable risk of being targeted as a Sanctioned Person; (b) any purported vote by or on behalf of any holder of any such Sanctions Affected Shares at the Court Meeting or the General Meeting will not be treated as valid where Sanctions do not permit such vote to be treated as valid; (c) no holder of Sanctions Affected Shares will receive any Cash Consideration under the Acquisition on the Effective Date; and (d) under the terms of the Acquisition and the Scheme, subject to compliance with any Sanctions, with effect on and from the Effective Date, all rights attaching to any such Sanctions Affected Shares will cease to be exercisable until such time as the right, title or interest in such shares is transferred to Bidco.

Please refer to the Scheme in Part IV (*The Scheme of Arrangement*) of this Document for further details.

10. United Kingdom Taxation

Your attention is drawn to Part VI (*United Kingdom Taxation*) of this Document which contains a summary of limited aspects of the UK tax treatment of the Scheme. This summary relates only to the position of certain categories of Intertek Shareholders (as explained further in Part VI (*United Kingdom Taxation*) of this Document), is intended only as a general guide, does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Scheme.

You are strongly advised to contact an appropriate independent professional adviser immediately to discuss the tax consequences of the Scheme on your individual circumstances, in particular if you are in any doubt about your own taxation position or you are subject to taxation in a jurisdiction other than the United Kingdom.

11. Recommendation

The Intertek Directors, who have been so advised by Goldman Sachs, J.P. Morgan Cazenove and PJT Partners as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing advice to the Intertek Directors, Goldman Sachs, J.P. Morgan Cazenove and PJT Partners have taken into account the commercial assessments of the Intertek Directors. PJT Partners is providing independent financial advice to the Intertek Directors for the purposes of Rule 3 of the Takeover Code.

The Intertek Directors consider that the terms of the Acquisition are in the best interests of Intertek Shareholders as a whole. Accordingly, the Intertek Directors unanimously recommend that Intertek Shareholders vote in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept such offer) as the Intertek Directors who hold Intertek Shares have irrevocably undertaken to do in respect of their own personal beneficial holdings of 642,951 Intertek Shares in total, representing, in aggregate, approximately 0.42 per cent. of Intertek's ordinary share capital in issue on the Latest Practicable Date. Each of these irrevocable undertakings remains binding in the event that a higher competing offer is made for Intertek.

Yours faithfully,

Steven Mogford
Chair
Intertek Group plc

PART II

EXPLANATORY STATEMENT

(In compliance with section 897 of the Companies Act 2006)

15 July 2026

To the holders of Intertek Shares and, for information only, to holders of awards under the Intertek Share Schemes and persons with information rights.

Dear Shareholder,

RECOMMENDED FINAL* CASH ACQUISITION OF INTERTEK GROUP PLC BY ISOTOPE BIDCO LIMITED

1. Introduction

On 18 June 2026, the boards of Intertek and Bidco announced that they had reached agreement on the terms of a recommended final cash acquisition of Intertek by Bidco, a newly formed company to be indirectly owned by EQT X EUR SCSp and EQT X USD SCSp, each acting through its manager (*gérant*) EQT Fund Management S.à r.l., together with certain indirect minority shareholders including, among others, Luxinva and Mubadala.

Your attention is drawn to the letter set out in Part I (*Letter from the Chair of Intertek*) of this Document, which forms part of this Explanatory Statement. Part I (*Letter from the Chair of Intertek*) contains, among other things:

(A) Bidco's background to and reasons for the Acquisition (paragraph 3);

(B) Bidco's intentions and strategic plans in respect of the Intertek Group, including its strategic plans and intentions in relation to directors, management, employees, pensions, research and development and locations (paragraph 4); and

(C) in light of the above, the Intertek Directors' unanimous recommendation that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and Intertek Shareholders vote in favour of the Special Resolution to be proposed at the General Meeting, and the background to and reasons for such recommendation (paragraphs 5 and 11).

We have been authorised by the Intertek Directors to write to you to explain the terms of the Acquisition and to provide you with other relevant information. PJT Partners is providing independent financial advice to the Intertek Directors for the purposes of Rule 3 of the Takeover Code.

This Part II (*Explanatory Statement*) contains a summary of the terms of the Scheme, while the terms of the Scheme are set out in full in Part IV (*The Scheme of Arrangement*) of this Document.

Statements made or referred to in this letter regarding Bidco's reasons for the Acquisition, information concerning the business of the Bidco Group, EQT, Luxinva, Mubadala and CalPERS and/or intentions or expectations of or concerning the Bidco Group reflect the views of the Bidco Directors, the EQT Responsible Persons, the Luxinva Responsible Persons, the Mubadala Responsible Persons and/or the CalPERS Responsible Person (as applicable) (whose names are set out in paragraphs 2.2 to 2.6 of Part VII (*Additional Information*) of this Document).

Statements made or referred to in this letter regarding the background to and reasons for the recommendation of the Intertek Directors, information concerning the business of the Intertek Group and/or intentions or expectations of or concerning the Intertek Group prior to completion of the Acquisition reflect the views of the Intertek Directors.

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* The financial terms of the Acquisition are final and will not be increased, save that Bidco reserves the right to increase the financial terms of the Acquisition where: (i) there is an announcement on or after the date of the Announcement of an offer or possible offer, including a partial offer, or a firm intention to make an offer for Intertek by any third party offeror or potential offeror, including where any such announcement is made by Intertek; or (ii) the Panel otherwise provides its consent.

2. Summary of the terms of the Acquisition and the Scheme

It is proposed that the Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act between Intertek and Scheme Shareholders, pursuant to which Bidco will acquire all of the issued and to be issued Intertek Shares. The Scheme requires, among other things, the approval of Scheme Shareholders at the Court Meeting, the approval of the Special Resolution by Intertek Shareholders at the General Meeting, as well as the sanction of the Court at the Court Sanction Hearing in order to become Effective.

Under the terms of the Acquisition, each Intertek Shareholder will be entitled to receive:

for each Intertek Share **£60 in cash** (the "**Cash Consideration**")

At Intertek's Annual General Meeting on 20 May 2026, Intertek Shareholders approved the payment of the FY25 Final Dividend of 107.7 pence per Intertek Share. The FY25 Final Dividend was paid on 24 June 2026 to Intertek Shareholders on Intertek's register of members at the close of business on 29 May 2026. Under the terms of the Acquisition: (i) Intertek Shareholders shall be entitled to receive and retain the FY25 Final Dividend; (ii) Bidco shall have no entitlement in relation to the FY25 Final Dividend; and (iii) the declaration, approval and payment of the FY25 Final Dividend shall not affect or reduce the Cash Consideration in any way.

Therefore, under the terms of the Acquisition, Intertek Shareholders will be entitled to receive a total value of **up to £61.077 for each Intertek Share** (the "**Total Value**").

The Cash Consideration represents a premium of approximately:

- 59 per cent. to Intertek's share price of £37.70 at the close of business on 9 April 2026 (being the last Business Day before EQT submitted its initial proposal to Intertek);
- 61 per cent. to the volume-weighted average Closing Price of £37.18 per Intertek Share for the one-month period ended on 9 April 2026 (being the last Business Day before EQT submitted its initial proposal to Intertek); and
- 38 per cent. to Intertek's share price of £43.63 at the close of business on 15 April 2026 (being the last Business Day before the start of the Offer Period).

The Total Value represents a premium of:

- 62 per cent. to Intertek's share price of £37.70 at the close of business on 9 April 2026 (being the last Business Day before EQT submitted its initial proposal to Intertek);
- 64 per cent. to the volume-weighted average Closing Price of £37.18 per Intertek Share for the one-month period ended on 9 April 2026 (being the last Business Day before EQT submitted its initial proposal to Intertek); and
- 40 per cent. to Intertek's share price of £43.63 at the close of business on 15 April 2026 (being the last Business Day before the start of the Offer Period).

The Cash Consideration values Intertek's entire issued and to be issued share capital at approximately £9.3 billion and implies an enterprise value of approximately £10.7 billion. The Total Value values Intertek's entire issued and to be issued share capital at approximately £9.5 billion and implies an enterprise value of £10.9 billion.

If, on or after the date of the Announcement and prior to the Effective Date, Intertek announces, declares, makes or pays any dividend and/or distribution and/or other return of capital other than the FY25 Final Dividend, Bidco will reduce the Cash Consideration payable under the terms of the Acquisition at such date by an amount up to the amount of such dividend, distribution or other return of capital, in which case any reference in this Document to the Cash Consideration will be deemed to be a reference to the Cash Consideration so reduced.

The Acquisition is subject to the Conditions set out in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document, including the sanction of the Scheme by the Court.

3. Financing of the Acquisition

The Cash Consideration payable by Bidco under the terms of the Acquisition will be financed by:

- equity to be invested by (i) funds and investment vehicles managed and/or owned by the EQT Group; (ii) Luxinva; and (iii) Mubadala; and
- debt under the Interim Facilities Agreement.

It is expected that certain of the equity commitments described above will be provided by equity co-investors through funds and/or investment vehicles managed and/or owned by the EQT Group including as described in paragraph 11 of Part VII (*Additional Information*) of this Document. It is also expected that certain of the debt commitments under the Interim Facilities Agreement may be replaced prior to the Effective Date by alternative debt financing or additional equity commitments of co-investors in funds and/or investment vehicles managed and/or owned by the EQT Group.

Morgan Stanley, in its capacity as lead financial adviser to Bidco, confirms that it is satisfied that sufficient resources are available to Bidco to enable it to satisfy in full the Cash Consideration payable to Intertek Shareholders under the terms of the Acquisition.

Further information on the financing of the Acquisition is set out in Part VII (*Additional Information*) of this Document.

4. Information relating to Intertek

Intertek is a leading Total Quality Assurance provider to industries worldwide. Its network of more than 1,000 laboratories and offices in more than 100 countries, delivers innovative and bespoke ATIC solutions for its customers' operations and supply chains. Intertek is a purpose-led company that brings Quality, Safety and Sustainability to Life. Its Science-based Customer Excellence USP and the 24/7 mission critical Quality Assurance solutions it provides, ensures that its clients can operate with well-functioning supply chains in each of their operations. Its Customer Promise is: Intertek Total Quality Assurance expertise, delivered consistently, with precision, pace and passion, enabling its customers to power ahead safely.

Current trading and outlook

Since Intertek's announcement of its results for the financial year ended 31 December 2025 on 3 March 2026, Intertek's financial performance has been in line with management's expectations.

5. Information relating to Bidco, EQT, Luxinva and Mubadala

Information relating to Bidco

Bidco is a private limited company incorporated under the laws of England and Wales for the purposes of the Acquisition. As at the Effective Date, it is intended that Bidco will be indirectly majority-owned by funds and investment vehicles managed and/or owned by the EQT Group, with indirect equity investment from Luxinva and Mubadala. It is currently expected that, at the Effective Date, Bidco will be indirectly owned in the following proportions: (i) funds and investment vehicles managed and/or owned by the EQT Group will own 76 per cent., (ii) Luxinva will own 16 per cent. and (iii) Mubadala will own 8 per cent.

Information relating to EQT

EQT is a purpose-driven global investment organization focused on active ownership strategies. With a Nordic heritage and a global mindset, EQT has a track record of more than three decades of developing companies across multiple geographies, sectors and strategies, including through investment in sustainability, innovation, digitisation and AI transformation. EQT has investment strategies covering all phases of a business' development, from start-up to maturity. EQT has €269 billion in total assets under management as of 31 March 2026.

With its roots in the Wallenberg family's entrepreneurial mindset and philosophy of long-term ownership, EQT is guided by a set of strong values and a distinct corporate culture. EQT manages and advises funds and vehicles that invest across the world with the mission to future-proof companies, generate attractive returns and make a positive impact with everything EQT does. EQT has offices in more than 25 countries across Europe, Asia and the Americas and has more than 1,900 employees.

EQT has a long and successful track record of investing across B2B services businesses, with significant experience supporting companies in the sector to deliver long-term and sustainable value creation through operational improvements, strategic initiatives and targeted M&A, evidenced by ~80% of EQT's returns coming from sales and margin expansion. EQT has also been building its proprietary AI capabilities for over a decade through the launch of EQT Digital over 10 years ago, whose mission is to ensure that EQT and the EQT funds' portfolio companies are digital leaders in their respective industries, now and in the future, alongside EQT's over 20 AI deployment partners. EQT also developed the pioneering Motherbrain, a dedicated team driving the integration of AI and data within the private equity industry, supporting EQT's entire investment lifecycle – from identifying opportunities to creating value across our portfolio companies.

Since it made its first investment in the UK in 2006, EQT has invested in over 50 UK companies across its private capital and real assets strategies. EQT's European HQ is based out of Stockholm and the firm currently owns 13 UK-headquartered businesses alongside several major subsidiaries, directly supporting c. 36,000 high-quality jobs via its portfolio companies.

Information relating to Luxinva

ADIA is a globally-diversified investment institution that prudently invests funds on behalf of the Government of Abu Dhabi through a strategy focused on long-term value creation. ADIA is a long term, value-driven investor, mandated to build value in a systematic and structured manner. ADIA manages a substantial global diversified portfolio of investments, with assets under management in excess of US$100 billion of which ADIA PED represents between 12-17%. ADIA PED is an investment department of ADIA, and Luxinva is a wholly owned subsidiary of ADIA. Over the last three years, ADIA PED and Luxinva have been involved in numerous industrials & business services investments and several public-to-private transactions, including in the UK.

Information relating to Mubadala

Mubadala is a wholly owned subsidiary of Mubadala Investment Company P.J.S.C ("**Mubadala PJSC**"). Mubadala PJSC is a sovereign investor managing a global portfolio, aimed at generating sustainable financial returns for the Government of Abu Dhabi. Mubadala PJSC's US$385 billion (AED 1,414 billion) portfolio spans six continents with interests in multiple sectors and asset classes. It leverages its deep sectoral expertise and long-standing partnerships to drive sustainable growth and profit, while supporting the continued diversification and global integration of the economy of the United Arab Emirates.

6. Intertek Share Schemes

Participants in Intertek Share Schemes will be contacted separately regarding the effect of the Acquisition on their rights under the Intertek Share Schemes and, where applicable, provided with further details concerning the proposals that will be made to them in due course. A summary of the effect of the Acquisition on the Intertek Share Schemes is set out below. In the event of any conflict between the summary set out below and the rules of the relevant Intertek Share Scheme, the Intertek Remuneration Policy (where applicable) and/or the communications to participants in the Intertek Share Schemes regarding the effect of the Acquisition on their awards under the Intertek Share Schemes and details of the arrangements and, if required, proposals applicable to them (the "**Intertek Share Schemes Notices**"), the rules of the relevant Intertek Share Scheme, the Intertek Remuneration Policy and/or the Intertek Share Schemes Notices, as applicable, will prevail.

The Scheme will apply to any Intertek Shares that are unconditionally allotted, issued or transferred to satisfy the vesting of awards under the Intertek Share Schemes before the Scheme Record Time. As the Scheme will not extend to Intertek Shares allotted, issued or transferred on or after the Scheme Record Time, it is proposed (pursuant to the Special Resolution) to amend the Articles of Association to provide that, subject to the Scheme becoming Effective and the proposed amendments to the Articles of Association being approved by Intertek Shareholders, any Intertek Shares allotted, issued or transferred to any person on or after the Scheme Record Time (including in satisfaction of the vesting of an Award under one of the Intertek Share Schemes but other than under the Scheme or to a Bidco company) will be automatically transferred to, or to the order of, Bidco in exchange for the same consideration as Intertek Shareholders will be entitled to receive under the Scheme.

Further information in respect of the proposed amendments to the Articles of Association is contained in the Notice of General Meeting at Part X (*Notice of General Meeting*) of this Document.

LTIP

Outstanding LTIP Awards that have not vested in the ordinary course before the Court Sanction Date will vest on the Court Sanction Date as a consequence of the Acquisition and the LTIP rules, and any holding period will cease to apply. The Intertek Remuneration Committee intends to determine that such LTIP Awards will vest, in respect of awards granted in or before 2025, with no application of time pro-rating and, in respect of LTIP Awards granted in or after 2026, subject to time pro-rating applied by reference to the period between the date of grant and the Court Sanction Date as a proportion of the period between the date of grant and the normal vesting date applicable to the relevant LTIP Award, and, in respect of LTIP Awards granted in 2026 only, will be no less than one-third (i.e. one year out of three).

Vesting will be subject to performance assessment determined by the Intertek Remuneration Committee in accordance with the LTIP rules on or shortly before the Court Sanction Date, assessed by reference to the existing performance conditions applicable to the LTIP Awards and without the exercise of any upward discretion. Any portion of an LTIP Award that does not vest will lapse.

It is Intertek's intention that LTIP Awards that vest on the Court Sanction Date will be settled five Business Days (or as soon as practicable thereafter) after the Effective Date.

To the extent an LTIP Award granted in 2024, 2025 or 2026 lapses due to the application of performance conditions and/or time pro-rating, subject to the achievement of a closing cash condition (further detail on which is included in the Co-operation Agreement), Bidco has agreed to make, or procure that a member of the Intertek Group makes, a replacement cash award (a "**Replacement LTIP Award**") to each such LTIP Award participant as soon as reasonably practicable after the Effective Date. The value of each Replacement LTIP Award will be calculated by multiplying the number of Intertek Shares (including any Intertek Shares representing dividend equivalents) under the part of the LTIP Award that lapses by the Cash Consideration per Intertek Share. No further performance conditions will be applied to the Replacement LTIP Award (save that if prior to the first anniversary of the Effective Date, Bidco reasonably and objectively concludes that the business of the Intertek Group was operated other than in the ordinary course so as to cause the closing cash condition to be met when it would not otherwise have been met, Bidco may adjust (including to nil) the amount of the Replacement LTIP Award payable). The Replacement LTIP Award will vest and be payable 50 per cent. on the first anniversary of the Effective Date and 50 per cent. on the second anniversary of the Effective Date. If the employment of a Replacement LTIP Award holder is terminated before the payment date of their Replacement LTIP Award (other than by reason of voluntary resignation or dismissal for misconduct or poor performance), the Replacement LTIP Award holder will receive their entitlement subject to the application of time pro-rating.

ELTIP

Outstanding ELTIP Awards that have not vested in the ordinary course before the Court Sanction Date will vest on the Court Sanction Date as a consequence of the Acquisition and the ELTIP rules, and any holding period will cease to apply. The extent to which such ELTIP Awards vest on the Court Sanction Date will be subject to the application of time pro-rating applied by reference to the period between the date of grant and the Court Sanction Date as a proportion of the period between the date of grant and the normal vesting date applicable to the relevant ELTIP Award and performance assessment determined by the Intertek Remuneration Committee in accordance with the ELTIP rules on or shortly before the Court Sanction Date, assessed by reference to the existing performance conditions applicable to the ELTIP Awards and without the exercise of any upward discretion. The Intertek Remuneration Committee expects that any such ELTIP Awards will lapse on the Court Sanction Date due to the performance conditions not being met. Any portion of an ELTIP Award that does not vest will lapse.

Subject to the achievement of a closing cash condition (further detail on which is included in the Co-operation Agreement) and the lapse of all outstanding ELTIP Awards on the Court Sanction Date, Bidco has agreed to make, or procure that a member of the Intertek Group makes, a replacement cash award (a "**Replacement ELTIP Award**") to each 2026 ELTIP Award participant as soon as reasonably practicable after the Effective Date. The value of each Replacement ELTIP Award will be calculated by multiplying the number of Intertek Shares (including any Intertek Shares representing dividend equivalents) under the 2026 ELTIP Award that lapses by the Cash Consideration per Intertek Share. No further performance conditions will be applied to the Replacement ELTIP Award (save that if prior to the first anniversary of the Effective Date, Bidco reasonably and objectively concludes that the business of the Intertek Group was operated other than in the ordinary course so as to cause the closing cash condition to be met when it would not otherwise have been met, Bidco may adjust (including to nil) the amount of the Replacement ELTIP Award payable). The Replacement ELTIP Award will vest and be payable 50 per cent. on the first anniversary of the Effective Date and 50 per cent. on the second anniversary of the Effective Date. If the employment of a Replacement ELTIP Award holder is terminated before the payment date of their Replacement ELTIP Award (other than by reason of voluntary resignation or dismissal for misconduct or poor performance), the Replacement ELTIP Award holder will receive their entitlement subject to the application of time pro-rating.

Deferred Awards and Buyout Awards

Outstanding Deferred Awards and Buyout Awards that have not vested in the ordinary course before the Court Sanction Date will vest on the Court Sanction Date as a consequence of the Acquisition and the LTIP rules or DSP rules (as relevant). The Intertek Remuneration Committee intends to determine that any such Deferred Awards and Buyout Awards will vest in full on the Court Sanction Date, with no application of time pro-rating.

7. The Intertek Directors and the effect of the Scheme on their interests

Details of the interests of the Intertek Directors in the share capital of Intertek, and awards under the Intertek Share Schemes in respect of such share capital, are set out in Part VII (*Additional Information*) of this Document. Scheme Shares held by the Intertek Directors at the Scheme Record Time will be subject to the Scheme.

Details about the irrevocable undertakings given to Bidco by certain Intertek Directors in relation to the Acquisition, including the circumstances in which they cease to be binding, are set out in paragraph 5 of Part VII (*Additional Information*) of this Document.

Particulars of the service agreements (including termination provisions) and letters of appointment of the Intertek Directors are set out in paragraph 6 of Part VII (*Additional Information*) of this Document.

Save as set out above, the effect of the Scheme on the interests of Intertek Directors does not differ from its effect on the like interests of any other Intertek Shareholder.

8. Description of the Scheme and the Meetings

Scheme

The Acquisition is to be implemented by means of a Court-sanctioned scheme of arrangement between Intertek and the Scheme Shareholders who are on the Register at the Scheme Record Time, under Part 26 of the Companies Act. This procedure requires approval by Scheme Shareholders at the Court Meeting and Intertek Shareholders at the General Meeting, and sanction of the Scheme by the Court. The Scheme is set out in full in Part IV (*The Scheme of Arrangement*) of this Document.

The purpose of the Scheme is to provide for Bidco to become the holder of the entire issued and to be issued share capital of Intertek. In order to achieve this, the Scheme Shares held by Scheme Shareholders as at the Scheme Record Time will be transferred to Bidco. In consideration for this transfer, Bidco will pay the Cash Consideration on the basis set out in paragraph 2 of this Part II (*Explanatory Statement*) of this Document.

Meetings

The Scheme will require the approval of Scheme Shareholders at the Court Meeting and Intertek Shareholders at the General Meeting, both of which will be held at Marlborough Theatre, No. 11 Cavendish Square, London W1G 0AN. The Court Meeting will start at 10.00 a.m. on 6 August 2026 and the General Meeting will start at 10.15 a.m. on 6 August 2026 (or as soon thereafter as the Court Meeting concludes or is adjourned or postponed).

The Court Meeting is being convened with the permission of the Court to seek the approval of Scheme Shareholders for the Scheme. The approval required at the Court Meeting is a majority in number of the Scheme Shareholders who are present and vote, whether in person or by proxy, at the Court Meeting and who represent 75 per cent. or more in value of the Scheme Shares voted by those Scheme Shareholders.

The General Meeting is being convened to seek the approval of Intertek Shareholders to enable the Intertek Directors to implement the Scheme and to amend the Articles of Association by way of special resolution as described below. Voting at the General Meeting will be by poll and each Intertek Shareholder present in person or by proxy will be entitled to one vote for each Intertek Share held as at the Voting Record Time. The approval required for the Special Resolution to be passed is at least 75 per cent. of the votes cast on such resolution (in person or by proxy). In respect of the Special Resolution, each Intertek Shareholder will be entitled to cast one vote for each Intertek Share held.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair and reasonable representation of opinion of Scheme Shareholders. Whether or not you intend to attend and/or vote at the Meetings, you are therefore strongly encouraged to return your Proxy Forms for both the Court Meeting and the General Meeting as soon as possible. Doing so will not prevent you from attending, voting and speaking at the Meetings or any adjournment thereof, if you so wish and are so entitled.

The Notices of the Court Meeting and General Meeting are set out at Part IX (*Notice of Court Meeting*) and Part X (*Notice of General Meeting*) respectively of this Document.

Court Sanction Hearing

Following the Meetings, the Scheme must be sanctioned by the Court at the Court Sanction Hearing and will only become Effective upon delivery of the Court Order to the Registrar of Companies. The Scheme is subject to a number of Conditions which are set out in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document. Subject to the satisfaction or, where applicable, waiver of the relevant Conditions, it is currently expected that the Court Sanction Hearing will be held and the Scheme will become Effective in Q4 2026 or Q1 2027 and, in any event, prior to the Long Stop Date. Scheme Shareholders are entitled to attend the Court Sanction Hearing, should they wish to do so, in person or through counsel. The Court Sanction Hearing will take place at the Royal Courts of Justice, The Rolls Building, 7 Rolls Buildings, Fetter Lane, London, EC4A 1NL.

Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders holding Scheme Shares at the Scheme Record Time, irrespective of whether or not they attended or voted in favour of, or against, the Scheme at the Court Meeting or in favour of, or against, or abstained from voting on the Special Resolution at the General Meeting.

Unless the Long Stop Date is extended in accordance with the terms of the Acquisition, if the Scheme does not become Effective by the Long Stop Date, the Scheme will not become Effective and the Acquisition will not proceed.

Amendments to the Articles of Association

The Special Resolution to be proposed at the General Meeting contains provisions to amend the Articles of Association to ensure that any Intertek Shares issued (other than to Bidco) under the Intertek Share Schemes or otherwise: (i) between the Voting Record Time and the Scheme Record Time will be subject to the Scheme; and (ii) after the Scheme Record Time will automatically be acquired by Bidco on the same terms as under the Scheme. Consequently, participants in the Intertek Share Schemes who receive Intertek Shares after the Scheme Record Time are able to receive the same Cash Consideration as Intertek Shareholders These provisions will avoid any person (other than Bidco and/or its nominees) holding Intertek Shares after the Effective Date.

The Special Resolution is set out in the notice of General Meeting in Part X (*Notice of General Meeting*) of this Document and seeks the approval of Intertek Shareholders for such amendments.

It is further proposed, by way of the Special Resolution, to amend the Articles of Association such that, notwithstanding the amendments described above in this section (*Amendments to the Articles of Association*):

(A) any Post-Scheme Shares held directly or indirectly by a Sanctioned Shareholder will not be automatically acquired by Bidco where such acquisition would cause any person to violate Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person;

(B) any Post-Scheme Shares not acquired in accordance with paragraph (a) above will only be acquired by Bidco at such time as either: (i) the shareholder in question ceases to be a Sanctioned Shareholder; (ii) Bidco no longer reasonably believes the shareholder in question to be a Sanctioned Shareholder; or (iii) all necessary Sanctions Licences have been issued to ensure that no person would violate any Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person, as a consequence of Bidco acquiring Intertek Shares; and

(C) the rights and entitlements which would otherwise be exercisable in respect of or attach to any Intertek Shares not acquired in accordance with paragraph (A) above will not be exercisable or apply in respect of such Intertek Shares until such time as they have been acquired by Bidco in accordance with paragraph (B) above.

Entitlement to vote at the Meetings

Each Scheme Shareholder (in respect of the Court Meeting) and Intertek Shareholder (in respect of the General Meeting) who is entered in the Register at the Voting Record Time (being 6.30 p.m. on 4 August 2026) will be entitled to attend and vote (in person or by proxy) on all resolutions to be put to the Court Meeting and General Meeting respectively. If either Meeting is adjourned or postponed, only those Intertek Shareholders on the Register at 6.30 p.m. on the day which is two Business Days before the relevant adjourned or postponed Meeting will be entitled to attend (in person or by proxy). Each eligible Intertek Shareholder is entitled to appoint a proxy or proxies to attend and, on a poll, to vote instead of him or her. A proxy need not be an Intertek Shareholder but must attend the Meetings.

The completion and return of the Forms of Proxy will not prevent you from attending and voting at the Court Meeting or the General Meeting, or any adjournment thereof, if you are entitled to and wish to do so.

If you are in any doubt as to whether or not you are permitted to vote at the Meetings (in person or by proxy), please contact Intertek's Registrars, Equiniti, by calling the Shareholder Helpline between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050 (please use the country code if calling from outside the UK). Calls from outside the UK will be charged at the applicable international rate. Different charges may apply to calls made from mobile telephones. Please note that calls to Equiniti may be monitored or recorded and no advice on the Acquisition or its merits, nor any legal, taxation or financial advice, can be given.

Further information on the actions to be taken is set out in paragraph 15 of this Part II (*Explanatory Statement*) of this Document.

Modifications to the Scheme

The Scheme contains a provision for Intertek and Bidco jointly to consent (on behalf of all persons concerned) to any modification of, or addition to, the Scheme or to any condition which the Court may approve or impose. The Court would be unlikely to approve or impose any modification of, or addition or condition to, the Scheme which might be material to the interests of Scheme Shareholders unless Scheme Shareholders were informed of any such modification, addition or condition. It would be for the Court to decide, in its discretion, whether or not a further meeting of Scheme Shareholders should be held in those circumstances for the purpose of approving any such modification, addition or condition.

Implementation by Takeover Offer

Bidco reserves the right to elect to implement the Acquisition by way of a Takeover Offer, subject to the Panel's consent and (where relevant) to the terms of the Co-operation Agreement. In such event, such Takeover Offer will be implemented on the same terms and conditions, so far as applicable, as those which would apply to the Scheme subject to appropriate amendments to reflect the change in method of effecting the Acquisition, including (without limitation and subject to the consent of the Panel where necessary) if required by the Co-operation Agreement, an acceptance condition set at 75 per cent. (or such other percentage (being more than 50 per cent.) as Bidco may decide (subject to the Panel's consent where necessary)) (i) in nominal value of the shares to which such Takeover Offer relates; and (ii) of the voting rights attaching to those shares.

If the Acquisition is effected by way of a Takeover Offer and such Takeover Offer becomes or is declared unconditional and sufficient acceptances are received, Bidco intends to: (i) request the London Stock Exchange and the FCA to cancel trading in Intertek Shares on the London Stock Exchange and the listing of Intertek Shares from the Official List; and (ii) exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act to acquire compulsorily the remaining Intertek Shares in respect of which the Takeover Offer has not been accepted.

9. De-listing of Intertek Shares and re-registration

Prior to the Scheme becoming Effective, it is intended that applications will be made for the suspension of trading of the Intertek Shares on the London Stock Exchange's Main Market for listed securities to take effect on the Business Day following the Effective Date and for the cancellation of the listing of Intertek Shares on the Official List to take effect on the Business Day following the Effective Date (in each case, subject to the Scheme becoming Effective).

The last day of dealings in, and registration of transfers of, Intertek Shares on the Main Market of the London Stock Exchange is expected to be on the Business Day following the Court Sanction Hearing, such that no transfers of Intertek Shares will be registered after 6.00 p.m. on that date (other than the registration of the transfer of the Intertek Shares to Bidco pursuant to the Scheme).

If the Acquisition is effected by way of a Takeover Offer, it is anticipated that the cancellation of Intertek's listing on the Official List and admission to trading on the main market of the London Stock Exchange will take effect no earlier than 20 Business Days following the date on which the Takeover Offer becomes or is declared unconditional, provided Bidco has obtained 75 per cent. or more of the voting rights of Intertek.

On the Effective Date, Intertek will become a wholly-owned subsidiary of Bidco and share certificates in respect of Intertek Shares will cease to be valid. In addition, entitlements to the Intertek Shares held within the CREST system will be disabled from the Scheme Record Time and will expire and be removed soon thereafter. Intertek Shareholders will be required to return share certificates to Intertek or destroy them following the Effective Date.

It is also intended that, as soon as practicable after the Effective Date, Intertek will be re-registered as a private company under the relevant provisions of the Companies Act.

10. Conditions to the Acquisition

The Acquisition and, accordingly, the Scheme is subject to a number of conditions set out in full in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document, and shall only become Effective if, among others, the following events occur on or before the Long Stop Date:

(A) the approval of the Scheme by a majority in number of the Scheme Shareholders present and voting (and entitled to vote) at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the Scheme Shares validly voted by such Scheme Shareholders;

(B) the Special Resolution being duly passed at the General Meeting by Intertek Shareholders representing not less than 75 per cent. of the votes validly cast by those entitled to vote at such General Meeting, either in person or by proxy;

(C) following the Court Meeting and the General Meeting, the sanction of the Scheme by the Court (with or without modification but subject to any modification being on terms agreed by Bidco and Intertek); and

(D) following such sanction, the delivery of a copy of the Court Order to the Registrar of Companies.

Subject to satisfaction (or waiver, where applicable) of the relevant Conditions, the Scheme is currently expected to become Effective in Q4 2026 or Q1 2027 and, in any event, prior to the Long Stop Date.

11. Settlement of the Cash Consideration

Subject to the Acquisition becoming Effective, settlement of the Cash Consideration to which any Scheme Shareholder is entitled will be effected as soon as practicable and in any event not later than 14 days after the Effective Date in the manner set out below. Overseas Shareholders should refer to paragraph 14 of Part II (*Explanatory Statement*) of this Document, which contains important information relevant to such holders.

Details of how Sanctioned Shareholders will be treated are set out in paragraph 7 of Part IV (*The Scheme of Arrangement*) below. With effect from the time at which a Scheme Shareholder is no longer a Sanctioned Shareholder, the settlement of the Cash Consideration to which that Scheme Shareholder is entitled will be effected as soon as practicable in a manner consistent with that set out below (subject to necessary adjustments).

11.1 Settlement

Scheme Shares held in uncertificated form in CREST

Settlement of the Cash Consideration to Intertek Shareholders who hold Scheme Shares in uncertificated form at the Scheme Record Time will be effected through CREST by the creation of an assured payment obligation in favour of the relevant CREST account through which the relevant Scheme Shareholder holds such uncertificated shares, as soon as practicable and, in any event, no later than 14 days after the Effective Date.

Subject to the terms of the Scheme, Bidco reserves the right to settle all or part of such cash consideration via an alternative method if, for reasons outside its reasonable control, it is not able to effect settlement within the CREST system.

Following cancellation of the entitlements to Intertek Shares in uncertificated form, Intertek shall procure that such entitlements to Intertek Shares are rematerialised.

Scheme Shares held in certificated form

Settlement of the Cash Consideration to Intertek Shareholders who hold Scheme Shares in certificated form at the Scheme Record Time will be effected:

(A) if the relevant Scheme Shareholder has set up an electronic payment mandate with Equiniti for the purpose of receiving dividend payments, by way of an electronic payment to such account as indicated in such electronic payment mandate, provided that any Scheme Shareholder who does not want the cash consideration to be paid to their mandate may apply to Equiniti to cancel their mandate;

(B) if the relevant Scheme Shareholder has not set up an electronic payment mandate, by cheque drawn on the branch of a UK clearing bank and despatched by first class post (or international standard post, if overseas), provided that if the amount payable to any Scheme Shareholder who has not set up a standing electronic payment mandate exceeds £500,000, Bidco reserves the right to agree with such person to facilitate electronic payment of such consideration in lieu of a cheque; or

(C) by such other method as may be approved by the Panel.

Equiniti reserves the right to undertake due diligence to authenticate any electronic payment mandates of a Scheme Shareholder. In the event that such an electronic payment mandate cannot be authenticated to the satisfaction of Equiniti and Intertek, the settlement of the Cash Consideration of the relevant Scheme Shareholder shall be by cheque as set out in paragraph 11.1(B) above.

Any Scheme Shareholder who is recorded in the books of Equiniti as “gone away” will not have their cheque issued until they contact, and provide an updated address to, Equiniti for security reasons.

All such payments will be made in Pounds Sterling. Cheques will be made payable to the Scheme Shareholder(s) concerned or in the case of joint holders, to the joint holder whose name stands first in the Register as at the Scheme Record Time. Cheques will be despatched or electronic payments (if applicable) will be made as soon as practicable and, in any event, no later than 14 days after the Effective Date.

Intertek CSN Holders

Following receipt by the CSN Nominee of the Cash Consideration due to it in respect of the Intertek Shares it holds on behalf of the Intertek CSN Holders, the CSN Nominee will arrange, subject to the terms and conditions of the Intertek CSN, for settlement of the relevant portion of the Cash Consideration due to be paid to each Intertek CSN Holder according to the respective electronic mandate in place for the purpose of receiving dividend payments (or, failing such electronic payment, by way of cheque) within ten Business Days thereafter.

11.2 General

As from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST will be disabled and all Scheme Shares will be removed from CREST in due course.

On the Effective Date, each certificate representing Scheme Shares will cease to be a valid document of title and should be destroyed or, at the request of Intertek, delivered up to Intertek, or to any person appointed by Intertek to receive the same.

None of Intertek, Bidco or EQT, nor any of their nominees or respective agents will be responsible for any loss or delay in the transmission of Cash Consideration sent in any manner described above, and all documents, share certificates and remittances sent through the post or electronically will be sent at the risk of the person(s) entitled thereto.

Save with the consent of the Panel, settlement of consideration to which any Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms set out in this Part II (*Explanatory Statement*) without regard to any lien, right of set-off, counterclaim or analogous right to which Bidco may otherwise be, or claim to be, entitled against any Scheme Shareholder.

12. Sanctioned Shareholders

If any Intertek Shares are Sanctions Affected Shares: (a) no right, title or interest in any such Sanctions Affected Shares will be transferred to Bidco on the Effective Date where such transfer would cause a person to violate Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person; (b) any purported vote by or on behalf of any holder of any such Sanctions Affected Shares at the Court Meeting or the General Meeting will not be treated as valid where Sanctions do not permit such vote to be treated as valid; (c) no holder of Sanctions Affected Shares will receive any Cash Consideration under the Acquisition on the Effective Date; and (d) under the terms of the Acquisition and the Scheme, subject to compliance with any Sanctions, with effect on and from the Effective Date, all rights attaching to any such Sanctions Affected Shares will cease to be exercisable until such time as the right, title or interest in such shares is transferred to Bidco.

Please refer to the Scheme in Part IV (*The Scheme of Arrangement*) of this Document for further details.

13. United Kingdom taxation

Your attention is drawn to Part VI (*United Kingdom Taxation*) of this Document, which contains a summary of limited aspects of the UK tax treatment of the Scheme. This summary relates only to the position of certain categories of Intertek Shareholders (as explained further in Part VI (*United Kingdom Taxation*) of this Document), is intended only as a general guide, does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Scheme.

You are strongly advised to contact an appropriate independent professional adviser immediately to discuss the tax consequences of the Scheme on your individual circumstances, in particular if you are in any doubt about your own taxation position or you are subject to taxation in a jurisdiction other than the United Kingdom.

14. Overseas shareholders

General

The availability of the Scheme and the Acquisition to Overseas Shareholders may be affected by the laws of the relevant jurisdictions in which they are located. Overseas Shareholders should inform themselves about and should observe any applicable legal or regulatory requirements in such jurisdictions. It is the responsibility of all Overseas Shareholders to satisfy themselves as to the full compliance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction.

The release, publication or distribution of this Document in or into jurisdictions other than the UK or the United States, and the availability of the Acquisition to Intertek Shareholders who are not resident in the UK or the United States, may be restricted by law and therefore any persons who are subject to the law of any jurisdiction other than the UK should inform themselves about, and observe, any applicable legal or regulatory requirements. In particular, the ability of persons who are not resident in the UK to vote their Intertek Shares with respect to the Scheme at the Court Meeting, or to appoint another person as proxy to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. This Document has been prepared for the purposes of complying with English law and the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside of the UK.

Unless otherwise determined by Bidco or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from, or by the use of mails or any means of instrumentality (including, but not limited to, facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction.

Copies of this Document and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of a Takeover Offer (unless otherwise permitted by applicable law or regulation), the Takeover Offer may not be made, directly or indirectly, in or into, or by the use of mails or any other means or instrumentality (including, without limitation, facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities or from within any Restricted Jurisdiction.

Overseas Shareholders should consult their own professional advisers with respect to the legal and tax consequences of the Scheme.

Persons who are not resident in the UK should inform themselves of, and observe, any applicable legal and regulatory requirements.

US securities law

The Acquisition is being made to acquire the shares of an English company by means of a scheme of arrangement provided for under English law. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Scheme is subject to disclosure requirements and practices applicable in the UK to schemes of arrangement, which are different from the disclosure requirements of the US tender offer rules and the US proxy solicitation rules. The financial information included in this Document has been prepared in accordance with International Financial Reporting Standards and thus may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the US. If Bidco exercises its right to implement the acquisition of the Intertek Shares by way of a Takeover Offer, such offer will be made in compliance with applicable US laws and regulations.

The receipt of cash pursuant to the Acquisition by a US holder as consideration for the transfer of its Scheme Shares pursuant to the Scheme may be a taxable transaction for United States federal income tax purposes and under applicable United States state and local, as well as foreign and other, tax laws. Each Intertek Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Acquisition applicable to them.

It may be difficult for US holders to enforce their rights and claims arising out of the US federal securities laws, since Bidco and Intertek are located in countries other than the US, and some or all of their officers and directors may be residents of countries other than the US. US holders may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.

In accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Bidco or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Intertek Shares outside of the US, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes effective, lapses or is otherwise withdrawn. Also, in accordance with the Takeover Code, normal UK market practice and Rule 14e-5(b) of the US Exchange Act, each of Morgan Stanley, Barclays, J.P. Morgan Cazenove and Goldman Sachs (and/or certain of each of their affiliates) will continue to act as an exempt principal trader in Intertek Shares on the London Stock Exchange. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases and activities by exempt principal traders will be disclosed as required in the UK, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com.

15. Actions to be taken

It is important that, for the Court Meeting in particular, as many votes as possible are cast, so that the Court may be satisfied that there is a fair and reasonable representation of the opinion of Scheme Shareholders. Whether or not you intend to attend the Court Meeting and/or the General Meeting, please sign and return (a) your Forms of Proxy, or (b) in the case of an Intertek CSN Holder, instruct the CSN Nominee to exercise the voting rights attached to your Intertek Shares, in each case as soon as possible.

The Scheme will require approval by the required majority of Scheme Shareholders at the Court Meeting, which has been convened with the permission of the Court to be held at Marlborough Theatre, No. 11 Cavendish Square, London W1G 0AN on 6 August 2026 at 10.00 a.m. Implementation of the Scheme will also require approval of the Special Resolution relating to the Acquisition to be proposed at the General Meeting. The General Meeting will be held at the same place as the Court Meeting at 10.15 a.m. on 6 August 2026 (or as soon thereafter as the Court Meeting concludes or is adjourned). Notices of the Court Meeting and General Meeting are set out at Part IX (*Notice of Court Meeting*) and Part X (*Notice of General Meeting*) respectively of this Document.

Scheme Shareholders and Intertek Shareholders (as applicable) entitled to attend and vote at the Meetings are entitled to appoint a proxy to exercise all or any of their rights to attend, speak and vote at the Court Meeting and/or General Meeting. A proxy need not be an Intertek Shareholder.

(a) *Sending Forms of Proxy by post*

Scheme Shareholders will receive a BLUE Form of Proxy for the Court Meeting and Intertek Shareholders will receive a WHITE Form of Proxy for the General Meeting.

Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them by post to Intertek's Registrars, Equiniti at Equiniti Limited, Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA United Kingdom, so as to be received as soon as possible and in any event not later than the relevant time set out below:

- BLUE Forms of Proxy for the Court Meeting by 10.00 a.m. on 4 August 2026;
- WHITE Forms of Proxy for the General Meeting by 10.15 a.m. on 4 August 2026,

or, if in either case the Meeting is adjourned or postponed, so that the relevant Form of Proxy is received not later than 48 hours (excluding any part of such 48 hour period falling on a day that is not a working day) before the time fixed for the adjourned or postponed Meeting.

Alternatively, BLUE Forms of Proxy (but not WHITE Forms of Proxy) may be presented in person to Intertek's Registrars, Equiniti, or to the Chair of the Court Meeting at the Court Meeting (or scanned and emailed to Equiniti at the following address: proxyvotes@equiniti.com) at any time before the commencement of the Court Meeting (or any adjournment or postponement thereof) and will still be valid.

However, in the case of the General Meeting, unless the WHITE Form of Proxy is returned by the time and date mentioned above, it will be invalid.

Intertek Shareholders are entitled to appoint a proxy in respect of some or all of their Intertek Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder. Intertek Shareholders who wish to appoint more than one proxy in respect of their holding of Intertek Shares should contact Equiniti for further Forms of Proxy.

The completion and return of the Forms of Proxy, or the appointment of a proxy electronically using CREST (or any other procedure described below), will not prevent you from attending and voting at the Court Meeting or the General Meeting, or any adjournment thereof, if you are entitled to and wish to do so.

(b) ***Online appointment of proxies***

As an alternative to completing and returning the printed Forms of Proxy, proxies may be appointed electronically by logging on to the following website: www.shareview.co.uk. Once you have logged in, simply click "View" on the "My Investments" page and then click on the link to vote and follow the on-screen instructions. If you have not yet registered for a Shareview Portfolio, please go to www.shareview.co.uk and enter the requested information. For an electronic proxy appointment to be valid, the appointment must be received by Equiniti no later than 10.00 a.m. (London time) on 4 August 2026 for the Court Meeting and 10.15 a.m. (London time) on 4 August 2026 for the General Meeting or, if in either case the Meeting is adjourned, no later than 48 hours (excluding any part of such 48-hour period falling on a non-working day) before the time fixed for the relevant Meeting.

In the case of the Court Meeting only, if you have not appointed a proxy electronically by such time, you may complete the BLUE Form of Proxy and hand it to a representative of Equiniti or the Chair of the Court Meeting (or scan and email it to Equiniti at the following address: proxyvotes@equiniti.com) before the start of the Court Meeting.

(c) ***Electronic appointment of proxies through CREST***

Intertek Shareholders who hold Intertek Shares through CREST and who wish to appoint a proxy or proxies for the Court Meeting and/or the General Meeting or any adjournment(s) or postponement(s) by using the CREST electronic proxy appointment service may do so by following the procedures described in the CREST Manual (available at https://my.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s) who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Intertek's Registrars, Equiniti (ID RA19), not later than 48 hours (excluding any part of such 48 hour period falling on a non-working day) before the time fixed for the relevant Meeting (as set out above) or any adjournment or postponement thereof. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Equiniti is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsor or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

Intertek may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by Intertek and approved by Intertek's Registrars, Equiniti. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged not later than 48 hours (excluding any part of such 48 hour period falling on a non-working day) before the time fixed for the relevant Meeting (as set out above) or any adjournment or postponement thereof in order to be considered valid. Before you can appoint a proxy via this process, you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy.

Intertek CSN Holders

Intertek CSN Holders should follow the instructions set out in the Intertek CSN Voting Notification to access the CSN Nominee's online voting platform. Voting instructions must be submitted in accordance with the instructions set out in the Intertek CSN Voting Notification as soon as possible and, in any event, so as to be received by the CSN Nominee no later than:

- 10.00 a.m. (London time) on 31 July 2026 in respect of the Court Meeting; and
- 10.15 a.m. (London time) on 31 July 2026 in the case of the General Meeting,

or, in the case of an adjourned meeting, no later than four Business Days before the time and date set for the adjourned meeting. If the relevant voting instruction is not returned by the relevant time above and in accordance with the instructions on the Intertek CSN Voting Notification, it will be invalid.

Return of documents of title

If the Scheme lapses or is withdrawn, all documents of title lodged by any Scheme Shareholder with any Form of Proxy shall be returned to such Scheme Shareholder as soon as practicable (and in any event within 14 days of such lapsing or withdrawal) and to the extent that any Intertek Shares are held in escrow by Equiniti in connection with the Scheme, instructions shall be given immediately for the release of such securities.

Intertek Share Schemes

Participants in the Intertek Share Schemes will be contacted separately regarding the effect of the Scheme on their rights under the Intertek Share Schemes and details of the arrangements and (where relevant) proposals applicable to them will be made available to them via an online portal. A summary of the effect of the Scheme on the Intertek Share Schemes is set out in paragraph 6 of Part II (*Explanatory Statement*) of this Document.

Shareholder Helpline

If you have any questions about this Document, the Court Meeting or the General Meeting, or are in any doubt as to how to complete and return the Forms of Proxy or to submit your proxies electronically, please contact Intertek's Registrars, Equiniti, by calling the Shareholder Helpline between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050 (please use the country code if calling from outside the UK). Calls from outside the UK will be charged at the applicable international rate. Different charges may apply to calls made from mobile telephones. Please note that calls to Equiniti may be monitored or recorded and no advice on the Acquisition or its merits, nor any legal, taxation or financial advice, can be given.

If you are an Intertek CSN Holder and you are in any doubt as to how to submit your voting instructions in accordance with the instructions set out in the Intertek CSN Voting Notification, please call the Intertek CSN Helpline between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday on +44 (0)20 7396 3400. Please ensure the country code is used if calling from outside the UK.

16. Further information

The terms of the Scheme are set out in full in Part IV (*The Scheme of Arrangement*) of this Document. Further information regarding Intertek and Bidco is set out in Part VII (*Additional Information*) of this Document. Documents published and available for inspection are listed in paragraph 16 of Part VII (*Additional Information*) of this Document.

Yours faithfully,

Goldman Sachs International | J.P. Morgan Cazenove | PJT Partners

PART III

CONDITIONS TO THE IMPLEMENTATION OF THE SCHEME AND TO THE ACQUISITION

A. Conditions to the Scheme and Acquisition

Long Stop Date

1. The Acquisition will be conditional upon the Scheme becoming unconditional and becoming Effective, subject to the provisions of the Takeover Code, by no later than the Long Stop Date.

Scheme approval

2. The Scheme will be conditional upon:

   (A) (i) its approval by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders (or each of the relevant classes thereof, if applicable) present and voting and entitled to vote, either in person or by proxy, at the Court Meeting (or at any separate class meeting, if applicable), or at any adjournment thereof; and (ii) the Court Meeting (and any separate class meeting, if applicable) and any adjournment thereof being held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date (if any) as may be agreed in writing between Intertek and Bidco or, in a competitive situation, as may be specified by Bidco with the consent of the Panel, and, in each case, with the approval of the Court if such approval is required);

   (B) (i) all resolutions necessary to approve and implement the Scheme as set out in the notice of the General Meeting (including, without limitation, the Special Resolution) being duly passed by the requisite majority or majorities at the General Meeting or at any adjournment thereof; and (ii) the General Meeting and any adjournment thereof being held on or before the 22nd day after the expected date of the General Meeting to be set out in the Scheme Document in due course (or such later date (if any) as may be agreed in writing between Intertek and Bidco or, in a competitive situation, as may be specified by Bidco with the consent of the Panel, and, in each case, with the approval of the Court if such approval is required); and

   (C) (i) the sanction of the Scheme by the Court without modification or with modification on terms acceptable to Bidco and Intertek and the delivery of a copy of the Court Order to the Registrar of Companies; and (ii) the Court Sanction Hearing being held on or before the 22nd day after the expected date of the Court Sanction Hearing to be set out in the Scheme Document in due course (or such later date (if any) as may be agreed in writing between Intertek and Bidco or, in a competitive situation, as may be specified by Bidco with the consent of the Panel, and, in each case, with the approval of the Court if such approval is required).

General Conditions

In addition, Bidco and Intertek have agreed that the Acquisition will be conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless the following Conditions (as amended, if appropriate) have been satisfied or, where relevant, waived:

Official authorisations and regulatory clearances

Merger control

Australia

3. Insofar as the Acquisition is subject to Australian mandatory merger clearance regime under Part IVA of the Competition and Consumer Act 2010 (Cth), receipt of a determination from the

Australian Competition and Consumer Commission or the Australian Competition Tribunal that the Acquisition may be put into effect either on an unconditional basis or subject to any undertakings or conditions on terms reasonably satisfactory to Bidco, or the clearance of the Acquisition has otherwise been waived, and any applicable waiting periods for a determination have expired;

Canada

4. Insofar as the Acquisition is subject to the notification requirements of Part IX of the Competition Act (Canada), one of the following having occurred with respect to the Acquisition on terms satisfactory to Bidco: (a) the issuance of a certificate pursuant to section 102 of the Competition Act (Canada); or (b) notification from the Commissioner as contemplated in section 123(2) of the Competition Act (Canada) and the expiry, termination or waiver of the applicable waiting period under Part IX of the Competition Act;

China

5. Insofar as the Acquisition is subject to a mandatory filing requirement under Chapter IV of the Chinese Anti-Monopoly Law (as amended), the State Administration for Market Regulation (a) having issued a decision declaring not to conduct further review pursuant to Article 30 of the Chinese Anti-Monopoly Law; or (b) having approved the consummation of the Acquisition (whether conditionally on terms reasonably satisfactory to Bidco or unconditionally) during further review of the Acquisition pursuant to Article 31 of the Chinese Anti-Monopoly Law; or (c) not having issued a decision within the required deadlines with the effect that the Acquisition can be consummated pursuant to Articles 30 and 31 of the Chinese Anti-Monopoly Law;

European Union

6. Insofar as the Acquisition constitutes, or is deemed to constitute, a concentration with a Union dimension within scope of Council Regulation (EC) 139/2004 (as amended) (the "**Regulation**"), or the European Commission otherwise accepts jurisdiction to review the Acquisition under the Regulation:

   (A) the European Commission having issued a decision under Article 6(1)(b), 6(2), 8(1) or 8(2) of the Regulation on terms reasonably satisfactory to Bidco, or being deemed to have done so under Article 10(6) of the Regulation, declaring the Acquisition compatible with the internal market; and/or

   (B) following a referral by the European Commission of the Acquisition (or part of it) to a relevant national competition authority under Article 9 of the Regulation, all such relevant competition authority or authorities having issued or being deemed to have issued a decision with equivalent effect to that referred to in paragraph 6(A) above with respect to those parts of the Acquisition referred to it or them, as the case may be, and, to the extent relevant, the European Commission issuing a decision referred to in paragraph 6(A) above with respect to any part of the Acquisition retained by it;

Japan

7. Insofar as the Acquisition is subject to Japanese mandatory merger clearance, all applicable filings having been made and (a) the applicable waiting period under the Act on Prohibition of Private Monopolization and Maintenance of Fair Trade (Act No. 54 of April 14, 1947, as amended) (私的独占の禁止及び公正取引の確保に関する法律) having expired, lapsed or been terminated; and (b) the Japanese Competition Authority (the Japan Fair Trade Commission) having issued the notification under Article 9 of the Rules on Applications for Approval, Reporting, Notification, etc. Pursuant to the Provisions of Articles 9 to 16 of the Act on Prohibition of Private Monopolization and Maintenance of Fair Trade (Japan Fair Trade Commission Rule No. 1 of 1953, as amended) (私的独占の禁止及び公正取引の確保に関する法律第 9 条から第16条までの規定による認可の申請、報告及び届出等に関する規), on terms reasonably satisfactory to Bidco declaring not to issue the Cease and Desist Order in relation to the Acquisition;

Korea

8. Insofar as the Acquisition is subject to a mandatory filing requirement under the Monopoly Regulation and Fair Trade Act, the Korea Fair Trade Commission having approved and issued its clearance decision regarding the consummation of the Acquisition (whether conditionally on terms reasonably satisfactory to Bidco or unconditionally);

Türkiye

9. Insofar as the Acquisition is subject to Turkish mandatory merger clearance, either: (a) the Turkish Competition Board (the "**TCB**") having issued a decision pursuant to the Act on the Protection of Competition (Law No. 4054, as amended (the "**Turkish Competition Act**")) and Communiqué No. 2010/4 on the Mergers and Acquisitions Calling for the Authorisation of the Competition Board (as amended) (the "**Turkish Merger Communiqué**"), stating that it has declined jurisdiction over the Acquisition or any and all relevant parts of it; or (b) the TCB having issued a decision under the Turkish Competition Act and Turkish Merger Communiqué approving the Acquisition after a preliminary examination or a full-fledged, Phase-II review either unconditionally or subject to conditions on terms reasonably satisfactory to Bidco; or (c) the statutory waiting period of 30 days specified in Article 10 of the Turkish Competition Act expiring without the TCB responding to or taking any action in relation to the notification made regarding the Acquisition or any and all relevant parts of it;

United Kingdom

10. The CMA:

(A) as at the date on which all other Conditions are satisfied or waived (with the exception of the Conditions set out in paragraphs 1, 2(A), 2(B) and 2(C) of Part A of this Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*), having confirmed to Bidco in writing that it does not intend to request further information and not having:

(i) commenced a Phase 1 review by indicating that the statutory review period in which the CMA has to decide whether to make a reference under section 34ZA of the Enterprise Act 2002 (as amended) has begun; or

(ii) indicated that it will commence such a review (including, for the avoidance of doubt, by providing the option of submitting a merger notice, sending an enquiry letter or engaging in pre-notification discussions);

(B) where the CMA commences a Phase 1 review, deciding not to make a reference pursuant to section 33 of the Enterprise Act 2002 (as amended) to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013; or

(C) where the CMA makes a reference to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013, either:

(i) concluding in a report published in accordance with section 38 of the Enterprise Act 2002 (as amended) that neither the Acquisition nor any matter arising from or relating to the Acquisition may be expected to result in a substantial lessening of competition within any market or markets in the United Kingdom for goods or services; or

(ii) allowing the Acquisition and any matter arising from or relating to the Acquisition to proceed in accordance with section 41 of the Enterprise Act 2002 (as amended) on terms reasonably satisfactory to Bidco,

in each case with respect to the Acquisition or any matter arising from or relating to the Acquisition;

United States

11. Insofar as the Acquisition is subject to mandatory merger clearance in the United States, all applicable filings having been made and any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (as amended) and the regulations made thereunder (and any extension thereof) relating to the Acquisition having expired, lapsed or been terminated on terms satisfactory to Bidco;

Foreign direct investment approvals

Australia

12. Insofar as the Acquisition constitutes a notifiable transaction or notifiable action within the meaning of the Australian Foreign Acquisitions and Takeovers Act 1975 (Cth) or its successor legislation ("**FATA**"), either:

    (A) Bidco having received written notice from the Commonwealth Treasurer (or his delegate) under FATA to the effect that the Commonwealth Government does not object to the Acquisition, on either an unconditional basis or subject to conditions on terms reasonably satisfactory to Bidco; or

    (B) following notice of the Acquisition having been given by Bidco under FATA, the Commonwealth Treasurer (or his delegate) ceasing to be empowered to make an order in respect of the Acquisition due to the expiry of the applicable statutory waiting period under Division 2 of Part 3 of FATA;

Canada

13. Insofar as the Acquisition constitutes a notifiable transaction pursuant to Part III of the Investment Canada Act (the "**Investment Canada Act**"), the requisite notification having been filed and:

    (A) the prescribed period within which the Minister responsible for the administration of the Investment Canada Act (the "**Minister**") may send a notice pursuant to section 25.2(1) of the Investment Canada Act having expired without the Minister having sent such a notice; or

    (B) if the Minister has sent a notice pursuant to section 25.2(1) or section 25.3(2) of the Investment Canada Act, then the Minister also having sent a notice under section 25.2(4), section 25.3(6)(b), section 25.3(6)(c) or section 25.4(2) (in such case, providing notice of an order under 25.4(1)(b)) on the basis of undertakings on terms reasonably satisfactory to Bidco, if applicable;

Denmark

14. Insofar as the Acquisition constitutes a notifiable transaction pursuant to the Consolidated Act No. 1256 of 27 October 2023 on Screening of Certain Foreign Direct Investments in Denmark ("**Danish FDI Law**"), the Danish Business Authority:

    (A) having granted unconditional clearance under the Danish FDI Law;

    (B) having granted conditional clearance under the Danish FDI Law on terms reasonably satisfactory to Bidco; or

    (C) having confirmed that it does not assume jurisdiction over the Acquisition;

France

15. Insofar as the Acquisition constitutes a notifiable acquisition under Articles L. 151-3 et seq. and Articles 151-1 et seq. of the French Monetary and Financial Code (Code monétaire et financier) (the "**French FDI Law**"), either:

    (A) the necessary authorisation of the Acquisition by the French Minister for Economy pursuant to the French FDI Law having been obtained, either on an unconditional basis or subject to conditions on terms reasonably satisfactory to Bidco; or

(B) a no-action letter pursuant to which the French Minister for Economy confirms that the Acquisition does not fall within the scope of Article L. 151-3 of the French FDI Law having been obtained;

Italy

16. Insofar as the Acquisition constitutes a notifiable transaction pursuant to Article 1 or Article 2 of Italian Law Decree No. 21/2012, converted by Italian Law No. 56/2012 ("**Italian FDI Law**"), the Italian Presidency of the Council of Ministers:

(A) having granted unconditional clearance under the Italian FDI Law or having declared that the Acquisition does not fall within the scope of the Italian FDI Law;

(B) having granted unconditional clearance by means of the expiry of the deadline provided by the Italian FDI Law for the review of the Acquisition without the adoption of an express decision; or

(C) having granted conditional clearance under the Italian FDI Law on terms reasonably satisfactory to Bidco;

Sweden

17. Insofar as the Acquisition constitutes a notifiable transaction under the Screening of Foreign Direct Investments Act (2023:560) (Sw. Lag (2023:560) om granskning av utländska direktinvesteringar) ("**Swedish FDI Act**"), the requisite notification having been made and the Inspectorate of Strategic Products either:

(A) having confirmed that no further action will be taken under the Swedish FDI Act in relation to the Acquisition; or

(B) having granted an approval decision under the Swedish FDI Act in respect of the Acquisition, the provisions of which allow the Acquisition to proceed either unconditionally or conditionally on terms reasonably satisfactory to Bidco;

United Kingdom

18. Insofar as the Acquisition constitutes a notifiable acquisition within the meaning of the National Security and Investment Act (the "**NSI Act**"), the requisite notification having been made and the Secretary of State either:

(A) confirming that no further action will be taken under the NSI Act in relation to the Acquisition; or

(B) if the Secretary of State issues a call-in notice within the meaning of the NSI Act in relation to the Acquisition, the Secretary of State:

(i) confirming that no further action will be taken under the NSI Act in relation to the Acquisition; or

(ii) making a final order under the NSI Act in respect of the Acquisition, the provisions of which allow the Acquisition to proceed on terms reasonably satisfactory to Bidco;

United States

19. Insofar as the Acquisition constitutes a notifiable transaction under Section 721 of the Defense Production Act of 1950, as amended, including all implementing regulations thereof (the "**DPA**"), Bidco and Intertek having jointly submitted a written notice under Subpart E of 31 C.F.R. Part 800 in respect of the Acquisition to the Committee on Foreign Investment in the United States ("**CFIUS**") and either:

(A) CFIUS having concluded its review (or, if applicable, investigation) of the Acquisition and having determined that the Acquisition is not a "**covered transaction**" and is not subject to further action under the DPA;

(B) CFIUS having issued written notification that it has concluded all action under the DPA with respect to the Acquisition on terms reasonably satisfactory to Bidco; or

(C) CFIUS having sent a report to the President of the United States requesting the President's decision and either:

(i) the President has announced a decision not to take any action to suspend or prohibit the Acquisition; or

(ii) the period under the DPA for Presidential action having expired without any such action being taken or announced;

20. Insofar as the Acquisition is required to be notified to the Directorate of Defense Trade Controls of the United States Department of State ("**DDTC**") pursuant to 122.4(b) of the International Traffic in Arms Regulations ("**ITAR**"), all necessary notifications and filings have been made and all applicable waiting or notification periods have expired, lapsed or been terminated or waived as appropriate in each case in respect of the Acquisition and any actions or any conditions imposed by DDTC are on terms reasonably satisfactory to Bidco:

General Third Party official authorisations and regulatory clearances

21. Other than in connection with the Conditions set out in paragraphs 3 to 20 (inclusive) above, all notifications and applications to and filings with, Third Parties which are necessary or are reasonably considered appropriate by Bidco having been made, all appropriate waiting and other time periods (including any extensions of such waiting and other time periods) under any applicable legislation or regulation of any relevant jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory or regulatory obligations in any relevant jurisdiction having been complied with in each case in connection with the Scheme or Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, Intertek or any other member of the Wider Intertek Group by any member of the Wider Bidco Group or the carrying on by any member of the Wider Intertek Group of any material aspect of its business;

22. Other than in connection with the Conditions set out in paragraphs 3 to 20 (inclusive) above, no Third Party having intervened and there not continuing to be outstanding any statute, regulation or order of any Third Party in each case which would reasonably be expected to:

(A) make the Scheme or the Acquisition or, in each case, its implementation or the acquisition or proposed acquisition by Bidco or any member of the Wider Bidco Group of any shares or other securities in, or control or management of, Intertek or any member of the Wider Intertek Group void, illegal, unlawful or unenforceable in any jurisdiction, or otherwise directly or indirectly materially restrain, prevent, prohibit, restrict or delay the same or impose additional material conditions or obligations with respect to the Scheme or the Acquisition or such acquisition, or otherwise materially impede, challenge or interfere with the Scheme or Acquisition or such acquisition, or require material amendment to the terms of the Scheme or Acquisition or the acquisition or proposed acquisition of any Intertek Shares or the acquisition of control or management of Intertek or the Wider Intertek Group by Bidco or any member of the Bidco Group in any such case, in a manner which is or is likely to be material in the context of the Wider Bidco Group or Wider Intertek Group taken as a whole in the context of the Acquisition;

(B) materially limit or delay, or impose any material limitations on, the ability of any member of the Wider Bidco Group or any member of the Wider Intertek Group to acquire or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership in respect of shares or other securities in, or to exercise voting or management control over, any member of the Wider Intertek Group or any member of the Wider Bidco Group in any such case, in a manner which is materially adverse in the context of the Wider Bidco Group or the Wider Intertek Group each taken as a whole;

(C) require, prevent or materially delay the divestiture or materially alter the terms envisaged for any proposed divestiture by any member of the Wider Bidco Group of any shares or other securities in any member of the Intertek Group which, in any such case, is material in the context of the Wider Intertek Group or the Wider Bidco Group each taken as a whole;

(D) require, prevent or materially delay the divestiture or alter the terms envisaged for any proposed divestiture by any member of the Wider Bidco Group or by any member of the Wider Intertek Group of all or any portion of their respective businesses, assets or properties or materially limit the ability of any of them to conduct any of their respective businesses or to own or control any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider Intertek Group or the Wider Bidco Group each taken as a whole;

(E) except pursuant to sections 974 to 991 of the Companies Act, require any member of the Wider Bidco Group or of the Wider Intertek Group to acquire, or to offer to acquire, any shares or other securities (or the equivalent) in any member of either group owned by any third party, in any such case, in a manner which is material in the context of the Wider Intertek Group or the Wider Bidco Group each taken as a whole;

(F) materially limit the ability of any member of the Wider Bidco Group or of the Wider Intertek Group to conduct or integrate or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Wider Bidco Group or of the Wider Intertek Group, in any such case, in a manner which is materially adverse in the context of the Wider Bidco Group or the Wider Intertek Group each taken as a whole;

(G) result in any member of the Wider Intertek Group or the Wider Bidco Group ceasing to be able to carry on business under any name under which it presently does so where this has or will have a material effect in the context of the Wider Intertek Group or the Wider Bidco Group, each taken as a whole; or

(H) otherwise materially adversely affect any or all of the business, assets, profits, financial or trading position or prospects of any member of the Wider Intertek Group or of the Wider Bidco Group,

and all applicable waiting and other time periods during which any Third Party could intervene under the laws of any relevant jurisdiction having expired, lapsed or been terminated;

23. Other than in connection with the Conditions set out in paragraphs 3 to 20 (inclusive) above, all Authorisations which are necessary or are reasonably considered necessary or appropriate by Bidco in any relevant jurisdiction for or in respect of the Scheme or Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, Intertek or any other member of the Wider Intertek Group by any member of the Wider Bidco Group or the carrying on by any member of the Wider Intertek Group of its business having been obtained on terms and in a form reasonably satisfactory to Bidco (acting reasonably), from all appropriate Third Parties or from any persons or bodies with whom any member of the Wider Intertek Group has entered into contractual arrangements in each case where the absence of such Authorisation would be unlawful in any relevant jurisdiction or have a material adverse effect on the Wider Intertek Group taken as a whole or on the ability of Bidco to implement the Scheme and all such Authorisations remaining in full force and effect and there being no notice or intimation of any intention to revoke, suspend, restrict, modify or not to renew any of the same;

Certain matters arising as a result of any arrangement, agreement etc.

24. Except as Disclosed, there being no provision of any arrangement, agreement, licence, permit, franchise or other instrument to which any member of the Wider Intertek Group is a party, or by or to which any such member or any of its assets is or are or may be bound, entitled or subject or any circumstance, which, in each case as a consequence of the Scheme or Acquisition or the acquisition or proposed acquisition of any shares or other securities in, or control of, Intertek or any other member of the Wider Intertek Group by any member of the Wider Bidco Group or otherwise, would reasonably be expected to result in, (in any case to an extent which is or would be material and adverse in the context of the Wider Intertek Group taken as a whole):

(A) any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or any grant available to, any member of the Wider Intertek Group being or becoming repayable or capable of being declared repayable immediately or prior to its stated maturity date or repayment date or the ability of any member of the Wider Intertek Group to borrow monies or incur any indebtedness being withdrawn or inhibited or becoming capable of being withdrawn or inhibited;

(B) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interests of any member of the Wider Intertek Group or any such mortgage, charge or other security interest (wherever created, arising or having arisen) becoming enforceable;

(C) any such arrangement, agreement, licence, permit, franchise or instrument, or the rights, liabilities, obligations or interests of any member of the Wider Intertek Group thereunder, being, or becoming capable of being, terminated or adversely modified or affected or any adverse action being taken or any obligation or liability arising thereunder;

(D) any asset or interest of any member of the Wider Intertek Group being or falling to be disposed of or charged or ceasing to be available to any member of the Wider Intertek Group or any right arising under which any such asset or interest could be required to be disposed of or could cease to be available to any member of the Wider Intertek Group otherwise than in the ordinary course of business;

(E) any member of the Wider Intertek Group ceasing to be able to carry on business under any name under which it presently does so;

(F) the creation of material liabilities (actual or contingent) by any member of the Wider Intertek Group other than in the ordinary course of business;

(G) the rights, liabilities, obligations or interests of any member of the Wider Intertek Group under any such arrangement, agreement, licence, permit, franchise or other instrument or the interests or business of any such member in or with any other person, firm, company or body (or any arrangement or arrangements relating to any such interests or business) being terminated or adversely modified or affected; or

(H) the financial or trading position or the prospects or the value of any member of the Wider Intertek Group being prejudiced or adversely affected,

and no event having occurred which, under any provision of any such arrangement, agreement, licence, permit or other instrument, would reasonably be expected to result in any of the events or circumstances which are referred to in paragraphs (A) to (H) of this Condition 24 in any case to an extent which is or would be material in the context of the Wider Intertek Group taken as a whole;

25. Since 31 December 2025 and except as Disclosed, no member of the Wider Intertek Group having:

(A) issued or agreed to issue, or authorised the issue of, additional shares of any class, or securities convertible into or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities or transferred or sold any shares out of treasury, other than as between Intertek and wholly owned subsidiaries of Intertek and other than any shares issued or shares transferred from treasury pursuant to the vesting of any awards or the exercise of any options granted under any of the Intertek Share Schemes;

(B) purchased or redeemed or repaid any of its own shares or other securities or reduced or made any other change to any part of its share capital;

(C) other than in respect of the FY25 Final Dividend, recommended, declared, paid or made any dividend or other distribution whether payable in cash or otherwise or made any bonus issue (other than to Intertek or a wholly owned subsidiary of Intertek);

(D) except in the ordinary course of business or as between Intertek and its wholly-owned subsidiaries or between such wholly-owned subsidiaries, made or authorised any material change in its loan capital;

(E) except as between Intertek and its wholly-owned subsidiaries or between such wholly-owned subsidiaries or except for transactions in the ordinary course of business, merged with, demerged or acquired any body corporate, partnership or business or acquired or disposed of or transferred, mortgaged, charged or created any security interest over any assets or any right, title or interest in any assets (including shares in any undertaking and trade investments) or authorised the same, which in any case is material in the context of the Wider Intertek Group taken as a whole;

(F) issued or authorised the issue of, or made any change in or to, any debentures or (except in the ordinary course of business or except as between Intertek and its wholly-owned subsidiaries or between such wholly-owned subsidiaries) incurred or increased any indebtedness or liability (actual or contingent) which in any case is material in the context of the Wider Intertek Group taken as a whole;

(G) entered into, varied, or authorised any agreement, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which:

(i) is of a long term, onerous or unusual nature or magnitude or which is reasonably likely to involve an obligation of such nature or magnitude;

(ii) restricts the business of any member of the Wider Intertek Group; or

(iii) could involve an obligation of such a nature or magnitude which is other than in the ordinary course of business,

and which in any case is material in the context of the Wider Intertek Group taken as a whole;

(H) except as between Intertek and its wholly-owned subsidiaries or between such wholly-owned subsidiaries entered into, implemented, effected or authorised any merger, demerger, reconstruction, amalgamation, scheme, commitment or other transaction or arrangement in respect of itself or another member of the Wider Intertek Group otherwise than in the ordinary course of business which in any case is material in the context of the Wider Intertek Group taken as a whole;

(I) entered into or varied the terms of, any contract, agreement or arrangement with any of the directors or senior executives of any member of the Wider Intertek Group, in any such case, in a manner which is material in the context of the Wider Intertek Group taken as a whole;

(J) other than in respect of a member of the Wider Intertek Group which is dormant and was solvent at the relevant time, taken any corporate action or had any legal proceedings instituted or threatened against it or petition presented or order made for its winding up (voluntarily or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of all or any material part of its assets and revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction which in any case is material in the context of the Wider Intertek Group taken as a whole;

(K) been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business in any case with a material adverse effect on the Intertek Group taken as a whole;

(L) waived or compromised any claim, otherwise than in the ordinary course of business, which is material in the context of the Wider Intertek Group taken as a whole;

(M) except in connection with the Acquisition, made any alteration to its memorandum or articles of association which is material in the context of the Acquisition;

(N) made or agreed or consented to:

(i) any material change:

(a) to the terms of the trust deeds constituting the pension scheme(s) established for its directors, employees or their dependants; or

(b) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder; or

(c) the basis on which qualification for, or accrual or entitlement to such benefits or pensions are calculated or determined; or

(d) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, which has an effect that is material in the context of the Wider Intertek Group taken as a whole, or

(ii) any change to the trustees including the appointment of a trust corporation;

(O) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed by the Wider Intertek Group in a manner which is material in the context of the Wider Intertek Group taken as a whole; or

(P) entered into any agreement, commitment or arrangement or passed any resolution or made any offer (which remains open for acceptance) or proposed or announced any intention with respect to any of the transactions, matters or events referred to in this Condition 25;

No adverse change, litigation or regulatory enquiry

26. Since 31 December 2025 and except as Disclosed:

(A) there having been no adverse change or deterioration in the business, assets, financial or trading positions or profit or prospects of any member of the Wider Intertek Group which, in any case, is material in the context of the Wider Intertek Group taken as a whole;

(B) no contingent or other liability of any member of the Wider Intertek Group having arisen or become apparent or increased other than in the ordinary course of business which would or is expected to, affect adversely the business, assets, financial or trading position or profits or prospects of any member of the Wider Intertek Group to an extent which in any case is material in the context of the Wider Intertek Group taken as a whole;

(C) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Intertek Group is or may become a party (whether as claimant, defendant or otherwise) having been threatened, announced, implemented or instituted by or against or remaining outstanding against or in respect of any member of the Wider Intertek Group which in any case is material in the context of the Wider Intertek Group taken as a whole;

(D) (other than as a result of the Acquisition) no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened, announced, implemented, instituted by or against or remaining outstanding against or in respect of any member of the Wider Intertek Group, which in any case is material in the context of the Wider Intertek Group taken as a whole;

(E) other than with the consent of Bidco, no action having been taken or agreed or proposed by any member of the Wider Intertek Group since the start of the Offer Period which requires, or would require, the consent of the Panel or the approval of Intertek Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code; and

(F) no member of the Wider Intertek Group having conducted its business in breach of any applicable laws and regulations which in any case is material in the context of the Wider Intertek Group taken as a whole;

No discovery of certain matters

27. Save as Disclosed, Bidco not having discovered:

(A) that any financial or business or other information concerning the Wider Intertek Group disclosed at any time by or on behalf of any member of the Wider Intertek Group, whether publicly, to any member of the Wider Bidco Group or to any of their advisers or otherwise, is materially misleading or contains any material misrepresentation of fact or omits to state a fact necessary to make any information contained therein not materially misleading and which was not subsequently corrected before the date of the Announcement by disclosure either publicly or otherwise to Bidco or its professional advisers to an extent which in any case is material in the context of the Wider Intertek Group taken as a whole;

(B) that any member of the Wider Intertek Group is subject to any liability (actual or contingent) which is not disclosed in Intertek's annual report and accounts for the financial year ended 31 December 2025 to an extent which is material in the context of the Wider Intertek Group taken as a whole; or

(C) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Intertek Group to an extent which is material in the context of the Wider Intertek Group taken as a whole;

28. Save as Disclosed, Bidco not having discovered:

(A) that any past or present member of the Wider Intertek Group has not complied with any applicable legislation or regulations of any jurisdiction with regard to the use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health, or otherwise relating to environmental matters or the health and safety of any person, or that there has otherwise been any such use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission (whether or not this constituted a non compliance by any person with any legislation or regulations and wherever the same may have taken place) which, in any case, would be likely to give rise to any liability (whether actual or contingent) or cost on the part of any member of the Wider Intertek Group which in any case is material in the context of the Wider Intertek Group taken as a whole;

(B) that there is, or is likely to be, any liability, whether actual or contingent, to make good, repair, reinstate or clean up any property now or previously owned, occupied or made use of by any past or present member of the Wider Intertek Group or any other property or any controlled waters under any environmental legislation, regulation, notice, circular, order or other lawful requirement of any relevant authority or third party or otherwise which in any case is material in the context of the Wider Intertek Group taken as a whole; or

(C) that circumstances exist whereby a person or class of persons would be likely to have a claim in respect of any product or process of manufacture or materials used therein now or previously manufactured, sold or carried out by any past or present member of the Wider Intertek Group which is or would be material in the context of the Wider Intertek Group taken as a whole;

Anti-corruption, sanctions and criminal property

29. Save as Disclosed, Bidco not having discovered that:

(A) (i) any past or present member, director, officer or employee of the Wider Intertek Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, the UK Economic Crime and Corporate Transparency Act ("**ECCTA**"), or any other applicable anti-corruption, anti-bribery or anti-fraud law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks or (ii) any person that performs or has performed services for or on behalf of the Wider Intertek Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, the ECCTA or any other applicable anti-corruption, anti-bribery or anti-fraud law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks; or

(B) any asset of any member of the Wider Intertek Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or (ii) any member of the Wider Intertek Group is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering; or

(C) any past or present member, director, officer or employee of the Intertek Group, or any other person for whom any such person may be liable or responsible, is or has engaged in any conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from: (i) any government, entity or individual in respect of which US, UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or the UK Office of Financial Sanctions Implementation; or (ii) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the US, the European Union or any of its member states; or

(D) any past or present member, director, officer or employee of the Intertek Group, or any other person for whom any such person may be liable or responsible (i) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the US Anti-Terrorism Act; (ii) has engaged in conduct which would violate any relevant anti-boycott law, rule, or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the US Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the US Department of State; (iii) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule, or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or (iv) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international organisation or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement; or

(E) a member of the Intertek Group has engaged in any transaction which would cause Bidco to be in breach of any law or regulation upon its acquisition of Intertek, including the economic sanctions of the United States Office of Foreign Assets Control, the UK Office of Financial Sanctions Implementation or any other relevant government authority, save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of applicable Blocking Law.

B. Waiver and invocation of the Conditions

1. Subject to the requirements of the Panel, Bidco reserves the right in its sole discretion to waive all or any of the Conditions set out in Part A of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) except Conditions 2(A), 2(B) and 2(C) of Part A of this Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) which cannot be waived. The deadlines in any of the Conditions 2(A), 2(B) and 2(C) of Part A of this Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) may be extended to such later date as may be agreed in writing by Bidco and Intertek (with the consent of the Panel

and/or approval of the Court, if such consent and/or approval is required). If any of Conditions 2(A), 2(B)and 2(C) of Part A of this Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) is not satisfied by the deadline specified in the relevant Condition, Bidco shall make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether it has invoked the relevant Condition, waived the relevant deadline or agreed with Intertek (or, as the case may be, the Panel) to extend the relevant deadline in relation to the relevant Condition.

2. Bidco shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of Conditions 4 to 29 in Part A of this Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) by a date earlier than the Long Stop Date, notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are, at such earlier date, no circumstances indicating that any Condition may not be capable of fulfilment.

3. Subject to paragraph 5 of this Part B of this Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*), under Rule 13.5(a) of the Takeover Code, Bidco may only invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Panel. The Panel will normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to Bidco in the context of the Acquisition. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.

4. The Conditions set out in paragraphs 1 and 2 of Part A of this Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*), and if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, will not be subject to Rule 13.5(a) of the Takeover Code.

5. Any Condition that is subject to Rule 13.5(a) of the Takeover Code may be waived by Bidco.

6. The Scheme will not become Effective unless the Conditions have been fulfilled or (to the extent capable of waiver) waived or, where appropriate, have been determined by Bidco to be or remain satisfied by no later than the Long Stop Date.

7. If the Panel requires Bidco to make an offer or offers for any Intertek Shares under the provisions of Rule 9 of the Takeover Code, Bidco may make such alterations to the Conditions as are necessary to comply with the provisions of that Rule.

8. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

C. Implementation by way of a Takeover Offer

9. Bidco reserves the right to elect to implement the Acquisition by way of a Takeover Offer, subject to the Panel's consent and (where relevant) to the terms of the Co-operation Agreement. In such event, such Takeover Offer will be implemented on the same terms and conditions, so far as applicable, as those which would apply to the Scheme subject to appropriate amendments to reflect the change in method of effecting the Acquisition, including (without limitation and subject to the consent of the Panel where necessary) if required by the Co-operation Agreement, an acceptance condition set at 75 per cent. (or such other percentage (being more than 50 per cent.) as Bidco may decide (subject to the Panel's consent where necessary)) (i) in nominal value of the shares to which such Takeover Offer relates; and (ii) of the voting rights attaching to those shares.

D. Certain further terms of the Acquisition

10. Intertek Shares will be acquired by Bidco fully paid and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and other third party rights of any nature whatsoever and together with all rights attaching to them as at the date of the Announcement or subsequently attaching or accruing to them, including the right to receive and retain, in full, all dividends and other distributions (if any) declared, made, paid or payable, or any other return of capital made, on or after the date of the Announcement, other than the FY25 Final Dividend.

11. If, on or after the date of the Announcement and prior to the Effective Date, any dividend and/or other distribution and/or other return of capital is declared, made or paid or becomes payable in respect of the Intertek Shares (other than the FY25 Final Dividend), Bidco will (without prejudice to any right of Bidco to invoke Condition 25(C) of Part A of this Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document), reduce the Cash Consideration payable under the terms of the Acquisition for the Intertek Shares by an amount up to the amount of such dividend, distribution or other return of capital, in which case any reference in the Announcement or in this Document to the Cash Consideration payable under the terms of the Acquisition will be deemed to be a reference to the Cash Consideration as so reduced. To the extent that any such dividend and/or distribution and/or other return of capital is declared, made or paid or is payable and it is: (i) transferred pursuant to the Acquisition on a basis which entitles Bidco to receive the dividend or distribution or other return of capital and to retain it; or (ii) cancelled, the Cash Consideration payable under the terms of the Acquisition will not be subject to change in accordance with this paragraph. Any exercise by Bidco of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition.

12. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdiction. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements.

13. The Acquisition will not be made, directly or indirectly, in or into, or by use of the mails of, or by any means or instrumentality (including, without limitation, facsimile transmission, telex, telephone, internet or e-mail) of interstate or foreign commerce of, or of any facility of a national securities exchange of, any Restricted Jurisdiction and the Acquisition will not be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction.

14. The Acquisition will be governed by English law and is subject to the jurisdiction of the English courts, to the Conditions and to the full terms and Conditions set out in this Document. The Acquisition will comply with the applicable rules and regulations of the FCA, the Panel, the Takeover Code, the London Stock Exchange (including the UK Listing Rules) and the Registrar of Companies.

15. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

PART IV

THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2026-004366

IN THE MATTER OF INTERTEK GROUP PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT
(under Part 26 of the Companies Act 2006)

between

INTERTEK GROUP PLC

and

ITS SCHEME SHAREHOLDERS
(as hereinafter defined)

PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

"Acquisition"	the proposed acquisition of the entire issued and to be issued share capital of Intertek by Bidco, to be effected by the Scheme;
"**Awards**"	outstanding conditional awards over Intertek Shares granted under the Intertek Share Schemes from time to time;
"**Bidco**"	Isotope Bidco Limited, a private limited company incorporated in England and Wales with registered number 17264475;
"**Bidco Group**"	means Bidco and its subsidiary undertakings;
"**Business Day**"	a day, (other than a Saturday, Sunday or public or bank holiday) on which banks are generally open for normal business in London;
"**Cash Consideration**"	£60.00 in cash per Scheme Share held by a Scheme Shareholder at the Scheme Record Time;
"**certificated**" or "**in certificated form**"	a share or other security which is not in uncertificated form (that is, not in CREST);
"**Companies Act**"	the Companies Act 2006 (as amended from time to time);
"**Conditions**"	the conditions to the implementation of the Acquisition (including the Scheme) which are set out in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of the Document;
"**Court**"	the High Court of Justice in England and Wales;

"**Court Meeting**"	the meeting of the Scheme Shareholders convened with the permission of the Court pursuant to Part 26 of the Companies Act, for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment) and including any adjournment or postponement thereof;
"**Court Sanction Hearing**"	the hearing of the Court of the application to sanction the Scheme under Part 26 of the Companies Act, including any adjournment or postponement thereof;
"**CREST**"	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755)) in respect of which Euroclear UK & International Limited is the Operator (as defined in the Regulations) in accordance with which securities may be held and transferred in uncertificated form;
"**CREST Manual**"	the CREST Manual published by Euroclear, as amended from time to time in accordance with the CREST Regulations;
"**CREST Regulations**"	the Uncertificated Securities Regulations 2001 (S.I. 2001 No. 3755) (as amended from time to time);
"**Document**"	the document dated 15 July 2026 addressed to Intertek Shareholders of which this Scheme forms a part;
"**Effective**"	the Scheme becomes effective in accordance with its terms;
"**Effective Date**"	the date upon which the Acquisition becomes Effective in accordance with its terms;
"**Euroclear**"	Euroclear UK & International Limited;
"**Excluded Shares**"	(a) any Intertek Shares registered in the name of, or beneficially owned by, Bidco or any other member of the Bidco Group (or any person as nominee for Bidco or any other member of the Bidco Group); or (b) any Intertek Shares held in treasury by Intertek;
"**FY25 Final Dividend**"	the final dividend of 107.7 pence per Intertek Share for the 2025 financial year (approved by Intertek Shareholders on 20 May 2026 and paid on 24 June 2026);
"**General Meeting**"	the general meeting of Intertek to consider and, if thought fit, pass the Special Resolution including any adjournment, postponement or reconvening thereof;
"**gone away**"	registered with an address from which three or more communications have been returned undelivered;
"**holder**"	a registered holder (including any person(s) entitled by transmission);
"**Instrument(s) of Transfer**"	has the meaning given to it in sub-clause 1(C) of this Scheme;
"**Intertek**" or the "**Company**"	Intertek Group plc, a public limited company incorporated in England and Wales with registered number 04267576;
"**Intertek Directors**"	the directors of Intertek, whose names are set out in paragraph 2.1 of Part VII (*Additional Information*) of the Document and "Intertek Director" means any of them;

"**Intertek Group**"	Intertek and its subsidiary undertakings from time to time and "**member of the Intertek Group**" shall be construed accordingly;
"**Intertek Share Schemes**"	the Intertek Long Term Incentive Plan, the Intertek Enhanced Long Term Incentive Plan and the Intertek Deferred Share Plan, in each case as amended from time to time;
"**Intertek Shareholders**"	the holders of Intertek Shares;
"**Intertek Shares**"	ordinary shares of 1 pence each in the capital of Intertek;
"**Latest Practicable Date**"	13 July 2026;
"**Panel**"	the UK Panel on Takeovers and Mergers;
"**Register**"	the register of members of Intertek;
"**Registrar**" or "**Equiniti**"	Equiniti Limited, a private company limited by shares incorporated in England and Wales with registered number 06226088;
"**Registrar of Companies**"	the Registrar of Companies in England and Wales;
"**Release Date**"	has the meaning given to it in sub-clause 1(B) of this Scheme;
"**Sanctioned Country**"	any country or territory that is the target of any comprehensive country or territory-wide Sanctions (being Sanctions which generally prohibit all dealing with persons in such country or territory), which countries and territories, as at the Latest Practicable Date, are Cuba, Iran, North Korea, the Crimea and the separatist-controlled portions of the Luhansk and Donetsk regions of Ukraine;
"**Sanctioned Person**"	any person or entity that is: (i) listed or referred to on any Sanctions List; (ii) resident in, ordinarily located in, or incorporated or domiciled under the laws of any Sanctioned Country; (iii) owned or controlled by a person or persons referred to in (i) or (ii); or (iv) otherwise specifically targeted by any Sanctions;
"**Sanctioned Shareholder**"	any person who directly or indirectly owns, holds or controls any Scheme Shares and is a Sanctioned Person where the Sanctions that directly or indirectly apply to such person prohibit or restrict any relevant person from: (i) dealing in any Intertek Shares which such Sanctioned Person (directly or indirectly, including as or through a custodian or nominee) owns, holds or controls; or (ii) dealing in any consideration payable by Bidco for the Scheme Shares to or for the benefit of such Sanctioned Person (including, without limitation, accepting, receiving, holding or transferring such consideration);
"**Sanctions**"	any economic or financial sanctions laws or regulations, as amended from time to time, administered, enacted or enforced by any Sanctions Authority;
"**Sanctions Affected Shares**"	has the meaning given in clause 1(B) of the Scheme;
"**Sanctions Authority**"	the governmental and regulatory authorities and institutions responsible for the implementation and/or enforcement of financial and economic sanctions in each of: (i) the United Kingdom; (ii) the European Union and any member state thereof; (iii) the United States; (iv) the United Nations; or (v) any other

	jurisdiction where such jurisdiction's laws are applicable to and binding on Intertek or Bidco;
"**Sanctions Licence**"	a licence, consent or other authorisation, or a written confirmation, made or issued by a Sanctions Authority pursuant to, or in connection with, Sanctions;
"**Sanctions List**"	the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions maintained by the European Commission, the UK Sanctions List maintained by the UK Foreign, Commonwealth & Development Office, or any other public list of persons targeted by Sanctions maintained by, or public announcement of Sanctions designation made by, any governmental or regulatory authority that administers, enacts or enforces Sanctions;
"**Scheme**" or "**Scheme of Arrangement**"	this scheme of arrangement in its current form, with or subject to any modification, addition or condition approved or imposed by the Court;
"**Scheme Record Time**"	6.00 p.m. on the Business Day immediately following the Court Sanction Hearing;
"**Scheme Shareholders**"	registered holders of Scheme Shares;
"**Scheme Shares**"	all Intertek Shares: (a) in issue as at the date of this Scheme; (b) (if any) issued after the date of this Scheme and before the Voting Record Time; and (c) (if any) issued at or after the Voting Record Time but on or before the Scheme Record Time either on terms that the original or any subsequent holders thereof shall be bound by the Scheme or in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, so bound, and in each case, which remain in issue at the Scheme Record Time but excluding any Excluded Shares;
"**Special Resolution**"	the special resolution to be proposed at the General Meeting necessary to facilitate the implementation of the Scheme;
"**Takeover Code**"	the City Code on Takeovers and Mergers (as amended from time to time);
"**uncertificated form**"	a share or other security, title to which is recorded in the relevant register of the share or security as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST;
"**United Kingdom**" or "**UK**"	the United Kingdom of Great Britain and Northern Ireland; and
"**Voting Record Time**"	6.30 p.m. on the day which is two Business Days prior to the date of the Court Meeting and the General Meeting or, if the Court Meeting and/or the General Meeting is adjourned or postponed, 6.30 p.m. on the day which is two Business Days before the date of such adjourned or postponed Meeting.

(B) In this Scheme: (i) all references to times of day are to London time; (ii) all references to "£", "Pounds Sterling" and "pence" are to the lawful currency of the United Kingdom; and (iii) all references to clauses and sub-clauses are to clauses and sub-clauses of this Scheme.

(C) As at the Latest Practicable Date, Intertek's issued share capital consisted of 153,931,794 ordinary shares of 1 pence each, all of which are credited as fully paid up. As at the Latest Practicable Date, Intertek does not hold any shares in treasury.

(D) Up to 1,734,712 Intertek Shares may be issued on or after the date of the Scheme pursuant to awards outstanding under Intertek Share Schemes as at the Latest Practicable Date.

(E) Bidco was incorporated on 5 June 2026 under the laws of England and Wales as a private limited company for the purposes of carrying out the Acquisition.

(F) As at the Latest Practicable Date, no member of the Bidco Group is interested, directly or indirectly, in any Intertek Shares.

(G) Bidco has agreed, subject to the satisfaction (or where applicable) waiver of the Conditions, to appear by Counsel at the Court Sanction Hearing and to undertake to the Court to be bound by the provisions of this Scheme in so far as it relates to Bidco and to execute and do, or procure to be executed and done, all such documents, acts and things as may be necessary or desirable to be executed or done by it to give effect to this Scheme.

THE SCHEME

1. Transfer of Scheme Shares

(A) Upon and with effect from the Effective Date, Bidco (or such nominee(s) as are agreed between Bidco and Intertek) shall acquire all the Scheme Shares, fully paid with full title guarantee and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights attaching or accruing to them on and from the Effective Date, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions and any return of capital or value (whether by reduction of share capital or share premium account, share buy-backs or otherwise) declared, made, paid or becoming payable by reference to a record date falling on or after the Effective Date (excluding, for the avoidance of doubt, the FY25 Final Dividend).

(B) Notwithstanding sub-clause 1(A), no right, title or interest (of any form) in any Scheme Shares held directly or indirectly by or on behalf of a Scheme Shareholder who is, or whom Bidco reasonably believes to be, at the Scheme Record Time, a Sanctioned Shareholder, shall be transferred to Bidco on the Effective Date where such a transfer would cause any person to violate Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person (such Scheme Shares being "**Sanctions Affected Shares**"). The Sanctions Affected Shares of any such Sanctioned Shareholders (or Scheme Shareholders whom Bidco reasonably believes to be Sanctioned Shareholders, as the case may be) shall, subject to the Scheme becoming Effective, be transferred to Bidco upon the earlier of: (i) the date on which each direct and indirect interest holder in such Scheme Shares ceases to be a Sanctioned Shareholder; or (ii) the date on which Bidco no longer reasonably believes each direct and indirect interest holder in such Scheme Shares to be a Sanctioned Shareholder; or (iii) the date on which all necessary Sanctions Licences have been made or issued to ensure that no person would violate any Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person, as a consequence of Bidco (or its nominee(s)) acquiring the Scheme Shares (the "**Release Date**").

(C) For the purposes of such acquisition set out in sub-clauses 1(A) and 1(B), the Scheme Shares shall be transferred to Bidco (or such of its nominee(s) as are agreed between Bidco and Intertek) by means of a form of transfer or other instrument or instruction of transfer (the "**Instrument(s) of Transfer**") and to give effect to such transfer any person may be appointed by Bidco or Intertek as attorney and/or agent and shall be authorised as such attorney and/or agent and/or otherwise on behalf of the relevant holder of Scheme Shares to execute and deliver as transferor such Instrument(s) of Transfer (whether as a deed or otherwise) of, or give any instructions to transfer any Scheme Shares and every form, instrument or instruction of transfer so executed or instruction given shall be effective as if it had been executed or given by the holder or holders of the Scheme Shares thereby transferred. Such Instrument(s) of Transfer shall be deemed to be the principal instrument(s) of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to Bidco, together with the legal interest in such Scheme Shares, pursuant to such Instrument(s) of Transfer.

(D) On and with effect from the Effective Date, pending the transfer of the Scheme Shares pursuant to sub-clauses 1(A), 1(B) and 1(C) of this Scheme and the updating of the Register to reflect such transfer, each Scheme Shareholder irrevocably:

(i) appoints Bidco and/or its nominee(s) as its attorney and/or agent and/or otherwise to exercise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to its Scheme Shares and any or all rights and privileges (including the right to requisition the convening of a general meeting of Intertek or of any class of its shareholders) attaching to its Scheme Shares;

(ii) appoints Bidco and any one or more of its directors or agents and/or its nominee(s) to sign on behalf of such Scheme Shareholder any such documents, and to do such things, as may, in the opinion of Bidco and/or any one or more of its directors or agents and/or its nominee(s), be necessary or desirable in connection with the exercise of any votes and any other rights or privileges attaching to its Scheme Shares (including, without limitation, an authority to sign any consent to short notice of any general or separate class meetings of Intertek as attorney or agent for, and on behalf of, such Scheme Shareholder and/or to attend and/or to execute a form of proxy in respect of its Scheme Shares appointing any person nominated by Bidco and/or any one or more of its directors or agents to attend any general and separate class meetings of Intertek (or any adjournment or postponement thereof) and to exercise or refrain from exercising the votes attaching to the Scheme Shares on such Scheme Shareholder's behalf); and

(iii) authorises Intertek and/or its agents to send to Bidco any notice, circular, warrant or other document or communication which may be required to be sent to them as a member of Intertek in respect of the Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of their Scheme Shares into certificated form),

such that from the Effective Date, and without prejudice to the rights of each Scheme Shareholder to receive the Cash Consideration, no Scheme Shareholder shall be entitled to exercise any voting rights attached to the Scheme Shares or any other rights or privileges attaching to the Scheme Shares. In respect of any Scheme Shares held directly or indirectly by or on behalf of any Sanctioned Shareholder, the provisions of sub-clause 1(D) shall only apply in respect of such Scheme Shares with effect from the relevant Release Date.

2. Consideration for the transfer of Scheme Shares

(A) In consideration for the transfer of the Scheme Shares to Bidco pursuant to clause 1 of this Scheme, and subject to the remaining provisions of this Scheme, Bidco shall pay or procure that there shall be paid to or for the account of each Scheme Shareholder (as appearing on the Register at the Scheme Record Time) the Cash Consideration.

(B) Scheme Shareholders who were on the Register on 29 May 2026 shall be entitled to receive and retain the FY25 Final Dividend without any consequential change to the Cash Consideration.

(C) If prior to the Effective Date, any dividend and/or other distribution and/or other return of capital (other than the FY25 Final Dividend) is declared, paid or made or becomes payable by Intertek, Bidco will reduce the consideration payable under the terms of the Scheme at such date by an amount up to the amount of such dividend and/or other distribution and/or other return of capital.

(D) If Bidco exercises the right referred to in sub-clause 2(C) above to reduce the Cash Consideration payable for each Scheme Share by all or part of the amount of the dividend and/or other distribution and/or other return of capital (other than the FY25 Final Dividend) that has not been paid but is payable by reference to a record date prior to the Effective Date:

(i) each holder of Scheme Shares appearing on the Register at the relevant record time as determined by the Intertek Directors shall be entitled to receive and retain that dividend and/or other distribution and/or other return of capital (or the relevant part of it) in respect of the Scheme Shares they held at such record time;

(ii) any reference in this Scheme to Cash Consideration payable under the Scheme will be deemed to be a reference to the Cash Consideration as so reduced; and

(iii) the exercise of such rights shall not be regarded as constituting any revision or variation of the terms of the Scheme.

(E) To the extent that any such dividend and/or other distribution and/or other return of capital is announced, declared, made or has become payable and it is: (i) transferred pursuant to the acquisition on a basis which entitles Bidco to receive the dividend and/or other distribution and/or other return of capital and to retain it; or (ii) cancelled, the Cash Consideration payable under the terms of this Scheme shall not be subject to change in accordance with sub-clause 2(C) of this Scheme.

(F) Payment of the aggregate Cash Consideration to which each Scheme Shareholder is entitled pursuant to the Scheme will be rounded down to the nearest whole penny.

3. Share certificates and cancellation of CREST entitlements

With effect from, and including, the Effective Date, or, in respect of any Scheme Shares held directly or indirectly by or on behalf of a Sanctioned Shareholder, if later, the Release Date:

(A) all share certificates representing Scheme Shares will cease to be valid as documents of title to the shares represented thereby and entitlements to Scheme Shares held within the CREST system will be cancelled and Scheme Shareholders shall be required at the request of Intertek to deliver the same to Intertek (or to any person appointed by Intertek to receive the same) or destroy them following the Effective Date;

(B) Intertek shall procure that Euroclear is instructed to cancel the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form;

(C) following cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Intertek shall procure (if necessary) that entitlements to such Scheme Shares are rematerialised; and

(D) subject to the completion of such form or forms of transfer or other instruments or instructions of transfer as may be required in accordance with clause 1 of this Scheme, Intertek will make or procure to be made, the appropriate entries in the Register to reflect the transfer of the Scheme Shares to Bidco (and or its nominee(s)) pursuant to clause 1 of this Scheme.

4. Settlement of consideration

(A) Subject to clause 5, clause 7 and the other remaining provisions of this Scheme, settlement of the Cash Consideration to which a Scheme Shareholder is entitled shall be effected as follows:

(i) in respect of a Scheme Shareholder who holds Scheme Shares in certificated form at the Scheme Record Time, Bidco shall, as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date:

(a) if such Scheme Shareholder has set up an electronic payment mandate, procure the payment of the sums payable to that Scheme Shareholder in accordance with clause 2 of this Scheme by way of an electronic payment to the account indicated in their electronic payment mandate;

(b) if the relevant Scheme Shareholder has not set up an electronic payment mandate, despatch or procure the despatch, to the relevant Scheme Shareholder (or to those persons as that Scheme Shareholder may direct) of cheque(s) for the sums payable to that Scheme Shareholder in accordance with clause 2 of this Scheme; or

(c) settle the Cash Consideration payable to that Scheme Shareholder in accordance with clause 2 of this Scheme by such other method as may be approved by the Panel;

(ii) in respect of a Scheme Shareholder who holds Scheme Shares in uncertificated form at the Scheme Record Time, Bidco shall, as soon as practicable after the Effective Date, and in any event within 14 days of the Effective Date, instruct, or procure the instruction of, Euroclear to create an assured payment obligation in favour of the Scheme Shareholder's payment bank in respect of the sums payable to the Scheme Shareholder in accordance with clause 2 of this Scheme and the CREST assured payment arrangements (as set out in the CREST Manual), provided that Bidco reserves the right to make payment of the said consideration via an alternative method if, for reasons outside its reasonable control, it is not able to effect settlement within the CREST system; and

(iii) in the case of Scheme Shares which are issued or transferred to Intertek Directors or employees of the Intertek Group (including former Intertek Directors or former employees of the Intertek Group) pursuant to the vesting of awards granted under the Intertek Share Schemes after the sanction by the Court but before the Scheme Record Time, Bidco shall pay the Cash Consideration payable under sub-clause 2(A) of this Scheme to the relevant Intertek Group employer or otherwise by such method as may be determined by Intertek, and then procure that payments are made to the relevant Scheme Shareholders through payroll or by such other method as may be determined by Intertek (subject to the deduction of any income tax and national insurance contributions or social security contributions or any other required withholding in any relevant jurisdiction). For the avoidance of doubt, the payment of Cash Consideration to the relevant Scheme Shareholders through payroll (or by such other method as may be determined by Intertek) pursuant to this sub-clause 4(A)(iii) shall be effected reasonably promptly subject to all applicable regulatory requirements (but is not required to be effected within 14 days of the Effective Date).

(B) As from the Effective Date, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST in due course.

(C) All deliveries of notices, documents of title, cheques, certificates or statements of entitlement required to be made pursuant to this Scheme shall be effected by sending the same by first class post in pre-paid envelopes or by international standard post if overseas (or by such method as may be approved by the Panel) addressed to the persons entitled thereto at their respective registered addresses as appearing in the Register at the Scheme Record Time or, in the case of joint holders, at the address of the holder whose name stands first in such register in respect of the joint holding concerned at such time and none of Intertek, Bidco or their respective agents or nominees shall be responsible for any loss or delay in the transmission of any notices and/or cheques sent in accordance with this sub-clause 4(C), which shall be sent at the risk of the person or persons entitled thereto. In the case of Scheme Shareholders who ordinarily receive communications electronically, any such notices, documents of title, cheques, certificates or statements of entitlement required to be made pursuant to this Scheme shall be circulated to those Scheme Shareholders via email. For security reasons, any Scheme Shareholders who are recorded in the books of Intertek's Registrars, Equiniti, as 'gone away' will not ordinarily have a cheque issued to them unless and until they contact Intertek's Registrars, Equiniti, except for where a payment mandate to a bank with an address in the United Kingdom remains in place with any such 'gone away' Scheme Shareholder, in which case Equiniti will issue a cheque to such Scheme Shareholder as indicated in their mandate instructions.

(D) All payments shall be in Pounds Sterling and (subject to sub-clauses 4(A)(ii) and 4(A)(iii)) shall be made payable to the Scheme Shareholder concerned (or, in the case of Scheme Shareholders holding jointly, to that one of the joint holders whose name stands first in the Register in respect of such joint holding of Scheme Shares at the Scheme Record Time). The encashment of any such cheque, the making of any electronic payment or the creation of any assured payment obligation through CREST or otherwise, each in connection with this Scheme, shall be a complete discharge of Bidco's obligations (and those of Bidco's respective agents or nominees) under this Scheme to pay the monies represented thereby.

(E) In the case of Scheme Shareholders that have not encashed cheques within six months from the Effective Date (including, but not limited to, any Scheme Shareholders who are recorded in the books of Intertek's Registrars, Equiniti, as 'gone away' and have not had a cheque issued to them in accordance with sub-clause 4(C) above), the Cash Consideration due to such Scheme Shareholders under this Scheme will be held by Intertek's Registrars, Equiniti, on trust for such Scheme Shareholders, for a period of 12 years from the Effective Date, in a separate UK bank account established solely for that purpose, and such Scheme Shareholders may claim the Cash Consideration due to them (net of any expenses and taxes) upon request to Equiniti at Equiniti Limited, Highdown House, Yeoman Way, Worthing, West Sussex, BN99 6DA, United Kingdom in a form which Intertek reasonably determines evidences their entitlement to such consideration, at any time during the period of 12 years from the Effective Date.

(F) None of Intertek, Bidco, EQT or their respective agents or nominees shall be responsible for any loss or delay in the transmission of any notices, declarations of title, cheques, certificates or statements of entitlement sent in accordance with this Scheme, which shall be sent at the risk of the person or persons entitled thereto.

(G) Payment of any consideration to which a Sanctioned Shareholder becomes entitled pursuant to sub-clause 7(C)(i) shall be effected pursuant to the terms of this clause 4, subject to such reasonable amendments as Bidco may determine are necessary.

(H) The preceding paragraphs of this clause 4 shall take effect subject to any prohibition or condition imposed by law.

5. Mandates

All mandates relating to the payment of dividends and other instructions (or deemed instructions) including communication preferences given to Intertek by Scheme Shareholders in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid.

6. Restricted Shareholders

The provisions of clauses 1, 2, 4 and 5 of this Scheme shall be subject to any prohibition or condition imposed by law.

7. Sanctioned Shareholders

(A) In respect of any Scheme Shares held directly or indirectly by or on behalf of a Sanctioned Shareholder, no payment of consideration or other monies payable pursuant to the terms of clause 4 or this clause 7 will be made to such Sanctioned Shareholder before the relevant Release Date and no interest shall be paid thereon.

(B) Subject to the Scheme becoming Effective, the rights and entitlements which would otherwise be exercisable in respect of or attach to any Scheme Shares held directly or indirectly by or on behalf of a Sanctioned Shareholder, will not be exercisable or apply in respect of such Scheme Shares until such time as the Scheme Shares are transferred to Bidco pursuant to sub-clauses 1(B) and 1(C) of this Scheme and the Register is updated to reflect such transfer, including, without limitation:

(i) the right to receive documents from or in respect of Intertek, including notices of, or the right to be present at or to vote at any general meeting (including the Court Meeting and the General Meeting) or at any separate meeting of the holders of any class of shares or on any poll and any votes purported to be cast by or on behalf of such member in respect of such Scheme Shares will be disregarded;

(ii) save for any transfer pursuant to sub-clause 1(B), the right to transfer such Scheme Shares or have such transfer registered and any purported transfer of any such Scheme Shares will be void; and

(iii) for any sum payable by the Company in respect of such Scheme Shares, including in respect of dividends or other distributions paid by the Company after the Effective Date, an amount equivalent to any such sum shall be transferred to an account to be held in a manner compliant with Sanctions. Such transfer shall constitute full and final settlement of the Company's and Bidco's obligations in respect of such sums and no interest shall be paid or payable in respect of such sum.

(C) In respect of any Scheme Shares transferred to Bidco in accordance with sub-clause 1(B), on and with effect from the Release Date:

(i) any consideration payable for the transfer of the Scheme Shares pursuant to the terms of this Scheme shall be released and paid to the relevant holder of such Scheme Shares in accordance with their entitlements under this Scheme (provided that if any Sanctions would prohibit such payments, or such payments would otherwise cause a person to violate any Sanctions, or expose a person to a reasonable risk of being targeted as a Sanctioned Person, such amounts shall not be paid until (A) such Sanctions no longer prohibit or restrict such payments; or (B) Sanctions Licences have been obtained which ensure that no person will violate any Sanctions or be exposed to a reasonable risk of being targeted as a Sanctioned Person as a consequence of such payments being made); and

(ii) Bidco shall receive an amount equal to the amount of all dividends and other distributions (if any) and any return of capital (whether by reduction of share capital or share premium account or otherwise) announced, authorised, declared, made, and paid in respect of such Scheme Shares by reference to a record date falling on or after the Effective Date and prior to the Release Date.

8. Operation of this Scheme

(A) This Scheme shall become effective upon a copy of the Court Order being delivered to the Registrar of Companies in England and Wales.

(B) Unless this Scheme has become effective on or before 11.59 p.m. on 18 June 2027 (unless extended to such later date as: (i) Bidco may specify, with the written agreement of Intertek or, in a competitive situation, with the Panel's consent; or (ii) the Panel may direct under the Note on Section 3 of Appendix 7 to the Takeover Code, and in each case as the Court may approve (if such approval is required)), this Scheme shall never become Effective.

9. Modification

Intertek and Bidco may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition that the Court may approve or impose. Any such modification or addition shall require the consent of the Panel where such consent is required under the Takeover Code. For the avoidance of doubt, no modification may be made to this Scheme once the Scheme has been sanctioned and taken effect.

10. Governing Law

This Scheme is governed by English law and is subject to the exclusive jurisdiction of the Court. The rules of the Takeover Code will apply to this Scheme.

Dated 15 July 2026

PART V

FINANCIAL AND RATINGS INFORMATION

1. Financial information relating to Intertek

The following sets out financial information in respect of Intertek as required by Rule 24.3 of the Takeover Code. The specified sections of the documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this Document by reference in accordance with Rule 24.15 of the Takeover Code:

(A) the audited accounts of Intertek for the year ended 31 December 2025 as set out on pages 3.01 to 3.68 (both inclusive) of the 2025 Intertek Annual Report and Accounts available at https://www.intertek.com/investors/results-presentations-announcements/; and

(B) the audited accounts of Intertek for the year ended 31 December 2024 as set out on pages 3.01 to 3.68 (both inclusive) of the 2024 Intertek Annual Report and Accounts available at https://www.intertek.com/investors/results-presentations-announcements/.

2. Intertek ratings information

As at the Latest Practicable Date, Intertek had been assigned a rating of "A-" from EthiFinance Ratings.

3. Financial information relating to Bidco

Bidco was incorporated on 5 June 2026 for the purpose of carrying out the Acquisition and has not traded or paid any dividends since its date of incorporation. Accordingly, no financial information is available or has been published in respect of it. Bidco has no material assets or liabilities, in each case other than those described in this Document in connection with the Acquisition.

Following the Scheme becoming Effective, the earnings, assets and liabilities of Bidco will include the consolidated earnings, assets and liabilities of the Intertek Group.

4. Bidco ratings information

As Bidco was incorporated on 5 June 2026 and has not traded since the date of incorporation and is being utilised for the sole purpose of carrying out the Acquisition, there are no current ratings or outlooks publicly accorded to Bidco by ratings agencies.

5. No incorporation of website information

Save as expressly referred to herein, neither the content of Intertek's, EQT's, Luxinva's, Mubadala's nor Bidco's websites, nor the content of any website accessible from hyperlinks on those websites, is incorporated into, or forms part of, this Document.

PART VI

UNITED KINGDOM TAXATION

The comments set out below, which are intended as a general guide only, summarise certain limited aspects of the UK tax treatment of certain Scheme Shareholders under the Scheme and do not purport to be a complete analysis of all tax considerations relating to the Scheme (and, without limitation, do not include analysis of tax considerations relating to participation in the Intertek Share Schemes). They are based on current UK legislation and published HM Revenue and Customs ("**HMRC**") practice (which may not be binding on HMRC), in each case as at the Latest Practicable Date, both of which are subject to change, possibly with retrospective effect. They do not constitute legal or tax advice.

The comments are intended as a general guide and do not deal with certain types of Intertek Shareholder, including, but not limited to, persons: (i) who are brokers, dealers, intermediaries, insurance companies, trustees of certain trusts; (ii) who are subject to specific tax regimes or who benefit from specific reliefs or exemptions; (iii) who are treated as holding their Scheme Shares as carried interest; (iv) who are Scheme Shareholders who hold Scheme Shares as part of hedging or commercial transactions; (v) who are Scheme Shareholders who hold Scheme Shares in connection with a trade, profession or vocation carried out in the UK (whether through a branch or agency or otherwise) or who have acquired, or could be treated for tax purposes as having acquired, their Intertek Shares by reason of their employment or office; and (vi) to whom "split year" treatment applies or to whom the Foreign Income and Gains Regime applies. Nothing in these paragraphs should be taken as providing personal tax advice. In particular, the following paragraphs do not refer to UK inheritance tax.

References below to "**UK Holders**" are to Scheme Shareholders: (a) who are for UK tax purposes resident in (and only in) the United Kingdom; (b) who are the absolute beneficial owners of their Intertek Shares and any dividends paid in respect of them; and (c) who hold their Intertek Shares as an investment (otherwise than through an individual savings account or an exempt pension arrangement) and not as securities to be realised in the course of a trade.

The comments below relate to UK Holders only, except in relation to UK stamp duty and SDRT.

IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION OR YOU ARE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.

1. UK taxation of income

Any dividend payment received by a UK Holder in respect of a Scheme Share under the terms of the Acquisition should be treated for UK tax purposes in the same way as an ordinary dividend received by that UK Holder on that Scheme Share.

2. UK taxation of chargeable gains

The tax treatment of each UK Holder under the Scheme for the purposes of the UK taxation of chargeable gains will depend on the individual circumstances of that UK Holder.

When a UK Holder receives cash in exchange for Scheme Shares, that UK Holder will be treated as making a disposal of their Scheme Shares for the purposes of UK taxation of chargeable gains which may, depending on the UK Holder's individual circumstances (including the UK Holder's base cost in their Scheme Shares and the availability of exemptions, reliefs and/or allowable losses), give rise to a liability to UK taxation on chargeable gains or, alternatively, an allowable capital loss.

UK taxation of individual shareholders

Subject to available exemptions, reliefs or allowances, gains arising on a disposal of Scheme Shares by an individual UK Holder will be taxed at the rate of 18 per cent. or 24 per cent. depending on the individual's personal circumstances including the total amount of the individual's other taxable income and gains in the relevant tax year.

No indexation allowance will be available to individual UK Holders in respect of a disposal of Scheme Shares. The capital gains tax annual exemption (£3,000 for the 2026/27 tax year) may, however, be available to individual UK Holders to offset against chargeable gains realised on the disposal of their Scheme Shares (to the extent it is not otherwise utilised).

UK taxation of corporate shareholders

Subject to available exemptions, reliefs or allowances, chargeable gains arising on a disposal of Scheme Shares by a UK Holder within the charge to UK corporation tax will be taxed at the rate of corporation tax applicable to that UK Holder.

The substantial shareholding exemption may apply to exempt from corporation tax any gain arising to UK Holders within the charge to UK corporation tax where a number of conditions are satisfied, including that the corporate UK Holder (either itself or together with certain associated companies) has held not less than 10 per cent. of the issued ordinary share capital of Intertek for a continuous period of at least one year beginning not more than six years prior to the date of disposal.

If corporation tax on any chargeable gains is payable by a UK Holder which is a company, indexation allowance may be available where the Scheme Shares were acquired prior to 31 December 2017 (in respect of the period of ownership of the Scheme Shares up to and including 31 December 2017) to reduce any chargeable gain arising (but not to create or increase any allowable loss) on the disposal of such company's Scheme Shares.

3. UK stamp duty and SDRT

No UK stamp duty or SDRT will be payable by Intertek Shareholders on the sale of their Intertek Shares under the Scheme.

PART VII

ADDITIONAL INFORMATION

1. Responsibility

1.1 The Intertek Directors, whose names are set out in paragraph 2.1 below, accept responsibility for the information contained in this Document (including any expressions of opinion) other than the information (and expressions of opinion) for which responsibility is taken by others pursuant to paragraphs 1.2 to 1.6 below. To the best of the knowledge and belief of the Intertek Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information. For the avoidance of doubt, save as provided otherwise in this Document, the Intertek Directors do not accept responsibility for any information (or expression of opinion) contained in this Document relating to Bidco, EQT, Luxinva, ADIA PED, ADIA, Mubadala or CalPERS.

1.2 The Bidco Directors, whose names are set out in paragraph 2.2 below, accept responsibility for the information contained in this Document (including any expressions of opinion) relating to Bidco, the Bidco Group and its concert parties, and the Bidco Directors and their close relatives, related trusts and controlled companies. To the best of the knowledge and belief of the Bidco Directors (each of whom has taken all reasonable care to ensure that such is the case), the information contained in this Document for which they are responsible is in accordance with the facts and contains no omissions likely to affect its import. For the avoidance of doubt, save as provided otherwise in this Document, the Bidco Directors do not accept responsibility for any information (or expressions of opinion) contained in this Document relating to EQT, Luxinva, ADIA PED, ADIA, Mubadala or CalPERS.

1.3 The EQT Responsible Persons, whose names are set out in paragraph 2.3 below, accept responsibility for the information contained in this Document (including any expressions of opinion) relating to EQT, Bidco, the Bidco Group and its concert parties, and the EQT Responsible Persons, their close relatives, related trusts and controlled companies. To the best of the knowledge and belief of the EQT Responsible Persons (each of whom has taken all reasonable care to ensure that such is the case), the information contained in this Document for which they are responsible is in accordance with the facts and contains no omissions likely to affect its import. For the avoidance of doubt, save as provided otherwise in this Document, the EQT Responsible Persons do not accept responsibility for any information (or expressions of opinion) contained in this Document relating to Luxinva, ADIA PED, ADIA, Mubadala or CalPERS.

1.4 The Luxinva Responsible Persons, whose names are set out in paragraph 2.4 below, each accept responsibility for the information relating to them (and their close relatives, related trusts and controlled companies), Luxinva, ADIA PED, ADIA and Bidco. To the best of the knowledge and belief of the Luxinva Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this Document (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information. For the avoidance of doubt, save as provided otherwise in this Document, the Luxinva Responsible Persons do not accept responsibility for any information (or expressions of opinion) contained in this Document relating to EQT, Mubadala or CalPERS.

1.5 The Mubadala Responsible Persons, whose names are set out in paragraph 2.5 below, accept responsibility for the information contained in this Document (including any expressions of opinion) relating to Mubadala, the Mubadala Responsible Persons and persons acting in concert with Mubadala (as such term is defined in the Takeover Code), other than (i) the Wider Bidco Group, Midco and Finco and (ii) EQT, Luxinva, ADIA PED, ADIA, CalPERS and their respective groups and responsible persons and persons acting in concert with them. To the best of the knowledge and belief of the Mubadala Responsible Persons (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

1.6 The CalPERS Responsible Person, whose name is set out in paragraph 2.6 below, accepts responsibility for the information relating to CalPERS. To the best of the knowledge and belief of the CalPERS Responsible Person (who has taken all reasonable care to ensure that such is the case), the information contained in this Document (including any expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information. For the avoidance of doubt, save as provided otherwise in this Document, the CalPERS Responsible Person does not accept responsibility for any information (or expressions of opinion) contained in this Document relating to Bidco, EQT, Luxinva, ADIA PED, ADIA or Mubadala.

2. Directors and Responsible Persons

2.1 The Intertek Directors and their respective positions are as follows:

Steven Mogford	*Chair*
André Lacroix	*Chief Executive Officer*
Laura Crespi	*Chief Financial Officer*
Graham Allan	*Senior Independent Director*
Hilde Merete Aasheim	*Non-Executive Director*
Robin Freestone	*Non-Executive Director*
Tamara Ingram	*Non-Executive Director*
Jeremy Maiden	*Non-Executive Director*
Kawal Preet	*Non-Executive Director*
Apurvi Sheth	*Non-Executive Director*
Jean-Michel Valette	*Non-Executive Director*

The business address of Intertek and each of the Intertek Directors is 33 Cavendish Square, London, United Kingdom W1G 0PS.

The company secretary of Intertek is Ida Woodger.

2.2 The Bidco Directors and their respective positions are as follows:

Shashank Jain	*Director*
Harry Robinson	*Director*
Tom Spicer	*Director*

The business address of Bidco and each of the Bidco Directors is 30 Broadwick Street, London, United Kingdom, W1F 8JB.

2.3 The EQT Responsible Persons and their respective positions are as follows:

Name	*Position held*
Bert Janssens	Member of the EQT Investment Committee
Conni Jonsson	Member of the EQT Investment Committee
Eric Liu	Member of the EQT Investment Committee
Johannes Reichel	Member of the EQT Investment Committee
Marcus Brennecke	Member of the EQT Investment Committee
Per Franzén	Member of the EQT Investment Committee
Christian Sinding	Member of the EQT Investment Committee
Christiaan Snyders	Member of the EFMS Board
Magnus Sjöcrona	Member of the EFMS Board
Patrik Burnäs	Member of the EFMS Board
Peter Veldman	Member of the EFMS Board
Sara Huda	Member of the EFMS Board

The business address of EQT and each of the EQT Responsible Persons is 51A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg.

2.4 The Luxinva Responsible Persons and their respective positions are as follows:

Name	*Position held*
Majed Salem Khalifa Rashed Alromaithi	2nd Deputy Chairman, Investment Committee
Hamad Shahwan Surour Shahwan Aldhaheri	Executive Director, ADIA Private Equities Department
Saif Surour Omair Almashghouni	Deputy Director, ADIA Private Equities Department
Ahmed Alneyadi	Deputy Director, ADIA Private Equities Department
Jerome Mourgue D'Algue	Global Head of Private Equities, ADIA Private Equities Department
Julian Thomas	Head of Americas, ADIA Private Equities Department
Jean-Philippe Barade	Head of EMEA, ADIA Private Equities Department
Kabir Mathur	Head of Asia Pacific, ADIA Private Equities Department

The business address of Luxinva and each of the Luxinva Responsible Persons is 211 Corniche Street, PO Box 3600, Abu Dhabi, UAE.

2.5 The Mubadala Responsible Persons and their respective positions are as follows:

Name	*Position held*
Luca Molinari	Co-CEO of the Mubadala Private Equity Platform, Co-Chair of the Mubadala Private Equity Platform Investment Committee and a member of the Mubadala Investment Committee
Zouhir Regragui	Executive Director & Head of Industrials & Business Services Unit of the Mubadala Private Equity Platform, Member of the Mubadala Private Equity Platform Investment Committee

The business address of Mubadala and each of the Mubadala Responsible Persons is Mubadala Tower, Abu Dhabi, 45005, United Arab Emirates.

2.6 The CalPERS Responsible Person and their position is as follows:

Name	*Position held*
Anton Orlich	Deputy Chief Investment Officer

The business address of CalPERS and the CalPERS Responsible Person is 400 Q Street, Sacramento, California 95811, USA.

3. Interests and dealings

3.1 Definitions

For the purposes of this paragraph 3 and paragraph 4 of this Part VII (*Additional Information*) of this Document:

(A) "**acting in concert**" with a party means any person acting or deemed or presumed to be acting in concert with that party for the purposes of the Takeover Code in respect of the Acquisition;

(B) "**arrangement**" includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to securities which may be an inducement to deal or refrain from dealing;

(C) "**dealing**" has the meaning given to it in the Takeover Code and "**dealt**" has the corresponding meaning;

(D) "**derivative**" includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security;

(E) "**disclosure period**" means the period commencing on 16 April 2025 (being the date 12 months prior to the commencement of the Offer Period) and ending on the Latest Practicable Date;

(F) "**interest**" or is "**interested**" in relevant securities has the meaning given to it in the Takeover Code;

(G) "**Note 11 arrangement**" includes any indemnity or option arrangement, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing (other than irrevocable commitments and letters of intent to vote in favour of the Scheme and/or related resolutions, details of which are set out in paragraph 5 of this Part VII (*Additional Information*) of this Document);

(H) "**relevant Intertek securities**" mean relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeree) of Intertek including equity share capital of Intertek (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof; and

(I) "**short position**" means any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

3.2 Interests and dealings in Intertek Shares

(A) *Interests held by Intertek Directors*

As at the Latest Practicable Date, the Intertek Directors (and their close relatives, related trusts and connected persons) held the following interests in, or rights to subscribe in respect of, relevant Intertek securities (in addition to those described below in relation to the Intertek Share Schemes):

Holder	Number of Intertek Shares	Percentage of Intertek's total issued share capital	Nature of Interest
Steven Mogford	277	0.00%	Ordinary shares of 1 pence each
André Lacroix	616,664	0.40%	Ordinary shares of 1 pence each
Laura Crespi	0	–	Ordinary shares of 1 pence each
Graham Allan	3,114	0.00%	Ordinary shares of 1 pence each
Hilde Merete Aasheim	156	0.00%	Ordinary shares of 1 pence each
Robin Freestone	9,212	0.01%	Ordinary shares of 1 pence each
Tamara Ingram	737	0.00%	Ordinary shares of 1 pence each
Jeremy Maiden	749	0.00%	Ordinary shares of 1 pence each
Kawal Preet	531	0.00%	Ordinary shares of 1 pence each
Apurvi Sheth	395	0.00%	Ordinary shares of 1 pence each
Jean-Michel Valette	11,116	0.01%	Ordinary shares of 1 pence each

As at the Latest Practicable Date, the Intertek Directors (and their close relatives, related trusts and connected persons) held the following interests as awards under the Intertek Share Schemes set out below:

Name	Plan	Number of ordinary shares	Grant date	Exercise price	Vesting Date
André Lacroix(1)	Long Term Incentive Plan	61,922	13 March 2024	Nil	13 March 2027
André Lacroix	Long Term Incentive Plan	62,169	13 March 2025	Nil	13 March 2028
André Lacroix	Long Term Incentive Plan	99,637	22 May 2026	Nil	22 May 2029
André Lacroix	Annual Incentive Plan	14,229	13 March 2024	Nil	13 March 2027
André Lacroix	Annual Incentive Plan	19,813	13 March 2025	Nil	13 March 2028
André Lacroix	Annual Incentive Plan	15,642	25 March 2026	Nil	25 March 2029
Laura Crespi(2)	Long Term Incentive Plan	2,258	13 March 2024	Nil	13 March 2027
Laura Crespi	Long Term Incentive Plan	2,267	13 March 2025	Nil	13 March 2028
Laura Crespi	Long Term Incentive Plan	3,177	12 March 2026	Nil	12 March 2029
Laura Crespi	Long Term Incentive Plan	25,801	22 May 2026	Nil	22 May 2029
Laura Crespi	Annual Incentive Plan	895	13 March 2024	Nil	13 March 2027
Laura Crespi	Annual Incentive Plan	2,168	13 March 2025	Nil	13 March 2028

Name	Plan	Number of ordinary shares	Grant date	Exercise price	Vesting Date
Laura Crespi	Annual Incentive Plan	1,170	12 March 2026	Nil	12 March 2029
Laura Crespi	Enhanced Long Term Incentive Plan	7,453	3 June 2025	Nil	3 June 2028
Laura Crespi	Enhanced Long Term Incentive Plan	9,532	12 March 2026	Nil	12 March 2029

(1) André Lacroix also holds awards over 9,945 ordinary shares in respect of dividends accrued on unvested awards under the LTIP, and over 1,436 ordinary shares in respect of dividends accrued on unvested awards granted under the LTIP for the purposes of bonus deferral under the AIP.

(2) Laura Crespi's awards granted prior to 22 May 2026 reflect awards granted prior to her appointment as an executive director. Laura Crespi also holds awards over 828 ordinary shares in respect of dividends accrued on unvested awards under the LTIP, over 200 ordinary shares in respect of dividends accrued on unvested awards granted under the LTIP for the purposes of bonus deferral under the AIP, and over 400 ordinary shares in respect of dividends accrued on unvested awards under the ELTIP.

(B) *Interests held by Bidco and persons acting in concert with Bidco*

As at the Latest Practicable Date, Bidco and persons acting in concert with Bidco held the following interests in, or rights to subscribe in respect of, relevant Intertek securities:

Holder	Number of Intertek Shares	Percentage of Intertek's total issued share capital (excluding treasury shares)	Nature of Interest
Calvert Research Management(1)	15,830	0.01%	Securities owned and/or controlled
Eaton Vance Management(1)	27,977	0.02%	Securities owned and/or controlled
Public Sector Pension Investment Board	88,998	0.06%	Passive benchmark allocation
CalPERS	172,454	0.11%	Securities owned and/or controlled

(1) Entity is a group company of Morgan Stanley, lead financial adviser to Bidco.

(C) *Dealings by Intertek Directors and persons acting in concert with Intertek*

As at the Latest Practicable Date, the following dealings in relevant securities in Intertek by Intertek Directors and persons acting in concert with Intertek have taken place during the disclosure period:

Name	Date	Transaction	Number of Intertek Shares	Exercise price per unit (p)
André Lacroix	22 May 2026	Grant of conditional award over Intertek Shares under Intertek Long Term Incentive Plan	99,637	N/A
Laura Crespi	22 May 2026	Grant of conditional award over Intertek Shares under Intertek Long Term Incentive Plan	25,801	N/A

(D) *Dealings by Bidco and persons acting in concert with Bidco*

As at the Latest Practicable Date, the following dealings in relevant securities in Intertek by Bidco and persons acting in concert with Bidco have taken place during the disclosure period:

Name	Date	Transaction	Number of Intertek Shares	Exercise price per unit	Currency
Calvert Research and Management	April 23, 2025	BUY	2,188	46.1939	GBP
Calvert Research and Management	June 27, 2025	BUY	1,507	48.2048	GBP
Calvert Research and Management	October 15, 2025	BUY	53	48.3941	GBP
Calvert Research and Management	October 16, 2025	BUY	26	48.3314	GBP
Calvert Research and Management	December 1, 2025	BUY	75	61.245	USD
Calvert Research and Management	December 1, 2025	BUY	569	46.07	GBP
Calvert Research and Management	December 1, 2025	BUY	194	46.1096	GBP
Calvert Research and Management	December 2, 2025	BUY	126	45.8612	GBP
Calvert Research and Management	December 2, 2025	BUY	747	45.8734	GBP
Calvert Research and Management	December 3, 2025	BUY	336	46.045	GBP
Calvert Research and Management	December 3, 2025	BUY	142	46.0174	GBP
Calvert Research and Management	December 4, 2025	BUY	294	46.1647	GBP
Calvert Research and Management	December 5, 2025	BUY	3	46.0501	GBP
Calvert Research and Management	December 5, 2025	BUY	192	46.0501	GBP
Calvert Research and Management	January 12, 2026	BUY	10	46.4259	GBP
Calvert Research and Management	February 19, 2026	SELL	-122	45.2974	GBP
Calvert Research and Management	March 31, 2026	BUY	64	36.48	GBP
Calvert Research and Management	April 1, 2026	SELL	-127	37.1202	GBP
Calvert Research and Management	April 7, 2026	SELL	-50	36.65	GBP
Calvert Research and Management	April 15, 2026	BUY	22	43.3369	GBP
Calvert Research and Management	April 15, 2026	BUY	27	43.3369	GBP
Calvert Research and Management	April 15, 2026	BUY	1,462	43.3369	GBP
Eaton Vance Management	December 1, 2025	BUY	10,862	46.07	GBP
Eaton Vance Management	December 1, 2025	BUY	3,706	46.1096	GBP
Eaton Vance Management	December 1, 2025	BUY	11	46.1096	GBP
Eaton Vance Management	December 1, 2025	BUY	6	46.1096	GBP

Name	Date	Transaction	Number of Intertek Shares	Exercise price per unit	Currency
Eaton Vance Management	December 1, 2025	BUY	18	46.07	GBP
Eaton Vance Management	December 1, 2025	BUY	31	46.07	GBP
Eaton Vance Management	December 1, 2025	BUY	134	61.245	USD
Eaton Vance Management	December 1, 2025	BUY	87	61.245	USD
Eaton Vance Management	December 2, 2025	BUY	14,274	45.8734	GBP
Eaton Vance Management	December 2, 2025	BUY	2,406	45.8612	GBP
Eaton Vance Management	December 2, 2025	BUY	7	45.8612	GBP
Eaton Vance Management	December 2, 2025	BUY	41	45.8734	GBP
Eaton Vance Management	December 2, 2025	BUY	4	45.8612	GBP
Eaton Vance Management	December 2, 2025	BUY	24	45.8734	GBP
Eaton Vance Management	December 3, 2025	BUY	8	46.0174	GBP
Eaton Vance Management	December 3, 2025	BUY	4	46.0174	GBP
Eaton Vance Management	December 3, 2025	BUY	11	46.045	GBP
Eaton Vance Management	December 3, 2025	BUY	19	46.045	GBP
Eaton Vance Management	December 3, 2025	BUY	6,425	46.045	GBP
Eaton Vance Management	December 3, 2025	BUY	2,703	46.0174	GBP
Eaton Vance Management	December 4, 2025	BUY	9	46.1647	GBP
Eaton Vance Management	December 4, 2025	BUY	16	46.1647	GBP
Eaton Vance Management	December 4, 2025	BUY	5,600	46.1647	GBP
Eaton Vance Management	December 5, 2025	BUY	6	46.0501	GBP
Eaton Vance Management	December 5, 2025	BUY	11	46.0501	GBP
Eaton Vance Management	December 5, 2025	BUY	3,671	46.0501	GBP
Eaton Vance Management	December 8, 2025	BUY	24	61.92	USD
Eaton Vance Management	December 8, 2025	BUY	15	61.92	USD
Eaton Vance Management	January 6, 2026	SELL	-607	46.2327	GBP
Eaton Vance Management	January 29, 2026	SELL	-728	44.63	GBP
Eaton Vance Management	February 3, 2026	SELL	-2,661	43.72	GBP
Eaton Vance Management	February 9, 2026	SELL	-3,517	44.6715	GBP

Name	Date	Transaction	Number of Intertek Shares	Exercise price per unit	Currency
Eaton Vance Management	February 11, 2026	SELL	-2,147	44.4804	GBP
Eaton Vance Management	February 13, 2026	SELL	-3,467	44.7718	GBP
Eaton Vance Management	February 18, 2026	SELL	-5,272	44.8804	GBP
Eaton Vance Management	February 20, 2026	SELL	-6,974	45.6094	GBP
Eaton Vance Management	February 23, 2026	SELL	-4,921	45.2204	GBP
Eaton Vance Management	February 26, 2026	SELL	-2,305	46.9552	GBP
Eaton Vance Management	March 31, 2026	BUY	44	36.48	GBP
Eaton Vance Management	April 15, 2026	BUY	112	43.3369	GBP
Eaton Vance Management	April 15, 2026	BUY	12	43.3369	GBP
Eaton Vance Management	April 15, 2026	BUY	10,275	43.3369	GBP
Barclays Bank PLC Monaco	January 13, 2026	Purchase	406	46.44	GBP
Barclays Bank PLC Monaco	January 15, 2026	Sale	392	46.1868	GBP
Barclays Bank Plc – Jersey Branch	January 22, 2026	Purchase	402	45.9027	GBP
Barclays Bank Ireland PLC	February 4, 2026	Purchase	350	44.4742	GBP
Barclays Bank Plc – Jersey Branch	March 12, 2026	Purchase	84	38.844	GBP
Barclays Bank (Suisse) SA	March 17, 2026	Purchase	4,000	37.4039	GBP
Barclays Bank (Suisse) SA	March 17, 2026	Purchase	21,500	37.4033	GBP
Barclays Bank PLC Monaco	April 16, 2026	Purchase	600	47.804	GBP
Barclays Bank (Suisse) SA	April 23, 2026	Sale	4,000	49.06	GBP
Barclays Bank (Suisse) SA	April 23, 2026	Sale	21,500	49.06	GBP
Barclays Bank PLC Monaco	April 24, 2026	Purchase	150	48.447	GBP
Barclays Bank Plc – Jersey Branch	April 24, 2026	Purchase	811	48.696	GBP
Barclays Bank PLC Monaco	April 29, 2026	Sale	750	46.1417	GBP
Barclays Bank Plc – Jersey Branch	April 29, 2026	Purchase	4	46.2285	GBP
Barclays Bank PLC Monaco	May 5, 2026	Sale	26,800	51.5	GBP
Barclays Bank PLC Monaco	May 5, 2026	Sale	10,100	51.3	GBP
Barclays Bank PLC Monaco	May 6, 2026	Purchase	99	51.65	GBP
Barclays Bank PLC Monaco	May 11, 2026	Purchase	1,000	49.8	GBP

Name	Date	Transaction	Number of Intertek Shares	Exercise price per unit	Currency
Barclays Bank (Suisse) SA	May 12, 2026	Sale	2,240	52.4644	GBP
Barclays Bank (Suisse) SA	May 12, 2026	Sale	642	52.4644	GBP
Barclays Bank Plc – Jersey Branch	May 12, 2026	Sale	2,999	52.4719	GBP
Barclays Bank Plc – Jersey Branch	May 12, 2026	Sale	227	52.4719	GBP
Barclays Bank (Suisse) SA	May 12, 2026	Sale	713	52.4644	GBP
Barclays Bank Plc – Jersey Branch	May 12, 2026	Sale	3,608	52.4719	GBP
Barclays Bank (Suisse) SA	May 12, 2026	Sale	1,296	52.4644	GBP
Barclays Bank (Suisse) SA	May 12, 2026	Sale	932	52.4644	GBP
Barclays Bank (Suisse) SA	May 12, 2026	Sale	632	52.4644	GBP
Barclays Bank (Suisse) SA	May 12, 2026	Sale	1,056	52.4644	GBP
Barclays Bank Plc – Jersey Branch	May 12, 2026	Sale	382	52.4719	GBP
Barclays Bank (Suisse) SA	May 12, 2026	Sale	7,868	52.4644	GBP
Barclays Bank Ireland PLC	May 12, 2026	Sale	163	52.4	GBP
Barclays Bank PLC Monaco	May 12, 2026	Sale	673	52.5	GBP
Barclays Bank PLC Monaco	May 12, 2026	Sale	435	52.5	GBP
Barclays Bank PLC Monaco	May 12, 2026	Sale	238	52.5	GBP
Barclays Bank (Suisse) SA	May 12, 2026	Sale	357	52.4644	GBP
Barclays Bank PLC Monaco	May 13, 2026	Sale	1,000	56.6538	GBP
Barclays Bank PLC Monaco	May 18, 2026	Sale	247	56.0174	GBP
Barclays Bank PLC Monaco	May 20, 2026	Purchase	1,000	54.75	GBP
Barclays Bank PLC Monaco	June 8, 2026	Sale	500	55	GBP
Barclays Bank Plc – Jersey Branch	June 8, 2026	Sale	1,200	54.9	GBP
Barclays Bank PLC Monaco	June 8, 2026	Sale	500	55.5	GBP
Public Sector Pension Investment Board(1)	May 30, 2025	Sell	687	47.86	GBP
Public Sector Pension Investment Board	August 15, 2025	Buy	4,678	46.48	GBP
Public Sector Pension Investment Board	August 18, 2025	Buy	4,631	46.54	GBP
Public Sector Pension Investment Board	August 26, 2025	Sell	1,295	47.16	GBP
Public Sector Pension Investment Board	November 24, 2025	Sell	7,155	48.70	GBP

Name	Date	Transaction	Number of Intertek Shares	Exercise price per unit	Currency
Public Sector Pension Investment Board	December 2, 2025	Sell	3,579	46.00	GBP
Public Sector Pension Investment Board	December 3, 2025	Sell	3,569	46.00	GBP
Public Sector Pension Investment Board	January 23, 2026	Buy	190	45.54	GBP
Public Sector Pension Investment Board	February 27, 2026	Buy	4,491	47.22	GBP
Public Sector Pension Investment Board	April 9, 2026	Buy	2,307	37.70	GBP
Public Sector Pension Investment Board	April 10, 2026	Buy	1,597	38.10	GBP
CalPERS(1)	May 14, 2025	SELL	5,691	49.38	GBP
CalPERS	June 20, 2025	SELL	12	46.46	GBP
CalPERS	June 20, 2025	SELL	1,687	46.46	GBP
CalPERS	July 18, 2025	SELL	7,977	48.88	GBP
CalPERS	August 4, 2025	BUY	6,517	46.42	GBP
CalPERS	August 26, 2025	BUY	2,878	47.16	GBP
CalPERS	September 19, 2025	SELL	5,187	46.36	GBP
CalPERS	September 19, 2025	SELL	4,895	46.36	GBP
CalPERS	October 2, 2025	SELL	544	48.24	GBP
CalPERS	November 5, 2025	BUY	737	51.2881	GBP
CalPERS	November 7, 2025	BUY	1,476	49.4358	GBP
CalPERS	November 10, 2025	BUY	10	49.8188	GBP
CalPERS	November 13, 2025	BUY	27	50.1065	GBP
CalPERS	November 26, 2025	BUY	1,683	46.2195	GBP
CalPERS	November 27, 2025	BUY	477	46.4152	GBP
CalPERS	December 1, 2025	BUY	9	45.8726	GBP
CalPERS	December 2, 2025	BUY	21	45.9035	GBP
CalPERS	December 12, 2025	BUY	17	44.4876	GBP
CalPERS	December 15, 2025	BUY	363	44.9669	GBP
CalPERS	December 19, 2025	BUY	2	46.72	GBP
CalPERS	December 19, 2025	BUY	1,421	46.72	GBP
CalPERS	January 12, 2026	BUY	121	46.3471	GBP
CalPERS	January 14, 2026	BUY	26	45.8385	GBP
CalPERS	January 16, 2026	SELL	3,696	45.82	GBP
CalPERS	January 16, 2026	BUY	10	45.992	GBP
CalPERS	January 27, 2026	SELL	3,705	44.82	GBP
CalPERS	January 28, 2026	BUY	82	44.9532	GBP
CalPERS	February 20, 2026	BUY	173	45.4734	GBP
CalPERS	February 24, 2026	SELL	2,444	45.34	GBP
CalPERS	February 24, 2026	BUY	4	45.3526	GBP
CalPERS	February 3, 2026	BUY	211	47.1276	GBP
CalPERS	March 4, 2026	BUY	31	40.34	GBP
CalPERS	March 4, 2026	BUY	241	40.20668	GBP
CalPERS	March 20, 2026	BUY	1,927	35.92	GBP
CalPERS	March 20, 2026	BUY	453	35.92	GBP
CalPERS	March 20, 2026	BUY	27	35.92	GBP
CalPERS	March 20, 2026	BUY	2,129	35.92	GBP
CalPERS	April 27, 2026	SELL	512	47.03	GBP
CalPERS	April 30, 2026	SELL	526	47.3851	GBP
CalPERS	January 5, 2026	SELL	78	47.40154	GBP
CalPERS	May 19, 2026	SELL	2,856	55.29646	GBP
CalPERS	May 21, 2026	SELL	2,856	54.9	GBP
CalPERS	May 21, 2026	BUY	225	54.9	GBP
CalPERS	May 21, 2026	BUY	49	54.9	GBP

Name	Date	Transaction	Number of Intertek Shares	Exercise price per unit	Currency
CalPERS	May 26, 2026	SELL	100	55.1	GBP
CalPERS	June 19, 2026	SELL	55,255	58.05	GBP
CalPERS	June 30, 2026	SELL	186	58.05	GBP
CalPERS	June 30, 2026	SELL	260	58.05	GBP

(1) The dealings of Public Sector Pension Investment Board and CalPERS do not give rise to any implications for Bidco under the Takeover Code.

4. Interests and Dealings – General

4.1 Save as disclosed in paragraph 3.2 above, and paragraph 5 below, as at the Latest Practicable Date:

(A) neither Bidco, nor any of the Bidco Directors (nor their close relatives, related trusts and connected persons) nor any person acting in concert with Bidco, had any interest in, right to subscribe in respect of, any short position in relation to any relevant Intertek securities, nor has any such person dealt in any relevant Intertek securities during the disclosure period;

(B) save for the irrevocable undertakings described in paragraph 5 below, neither Bidco nor any person acting in concert with Bidco has any Note 11 arrangement with any other person; and

(C) neither Bidco, nor any person acting in concert with Bidco, has borrowed or lent any relevant Intertek securities (including for these purposes any financial or collateral arrangements) during the disclosure period, save for any borrowed shares which have been either on-lent or sold.

4.2 Save as disclosed in paragraph 3.2 above, and paragraph 5 below, as at the Latest Practicable Date:

(A) no member of the Intertek Group had any interest in, right to subscribe in respect of, or any short position in relation to Bidco relevant securities, nor has any such person dealt in any relevant Intertek securities or Bidco relevant securities during the Offer Period;

(B) none of the Intertek Directors (nor their close relatives, related trusts and connected persons) had any interest in, right to subscribe in respect of, or any short position in relation to any relevant Intertek securities or Bidco relevant securities, nor has any such person dealt in any relevant Intertek securities or any Bidco relevant securities during the Offer Period;

(C) no person acting in concert with Intertek had any interest in, right to subscribe in respect of, any short position in relation to any relevant Intertek securities, nor has any such person dealt in any relevant Intertek securities during the Offer Period;

(D) neither Intertek, nor any person acting in concert with Intertek has any Note 11 arrangement with any other person; and

(E) neither Intertek, nor any person acting in concert with Intertek, has borrowed or lent any relevant Intertek securities (including for these purposes any financial or collateral arrangements) during the Offer Period, save for any borrowed shares which have been either on-lent or sold.

4.3 Save as disclosed in paragraph 5 below, no persons have given any irrevocable or other commitment to vote in favour of the Scheme or the Special Resolution to be proposed at the General Meeting.

4.4 Save as disclosed herein, none of: (i) Bidco or any person acting in concert with Bidco; or (ii) Intertek or any person acting in concert with Intertek, has any arrangement in relation to relevant Intertek securities.

4.5 Save as disclosed herein, no agreement, arrangement or understanding (including any compensation arrangement) exists between Intertek, Bidco or any person acting in concert with them and any of the Intertek Directors or the recent directors, shareholders or recent shareholders of Intertek having any connection with or dependence upon or which is conditional upon the Acquisition.

4.6 There is no agreement, arrangement or understanding whereby the beneficial ownership of any Intertek Shares to be acquired by Bidco pursuant to the Scheme will be transferred to any other person, save that Bidco reserves the right to transfer any such shares to any other member of the Bidco Group.

4.7 No relevant securities of Intertek have been redeemed or purchased by Intertek during the disclosure period.

5. Irrevocable undertakings from Intertek Directors

5.1 The following Intertek Directors have each given an irrevocable undertaking to vote (or, where applicable, procure the voting) in favour of the Scheme at the Court Meeting and the Special Resolution at the General Meeting or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept (or, where applicable, procure the acceptance of) such Takeover Offer, in respect of their personal beneficial holdings of Intertek Shares:

Name	**Number of Intertek Shares**	**Percentage of Intertek issued share capital**
Steven Mogford	277	0.00
André Lacroix	616,664	0.40
Laura Crespi	0	–
Graham Allan	3,114	0.00
Hilde Merete Aasheim	156	0.00
Robin Freestone	9,212	0.01
Tamara Ingram	737	0.00
Jeremy Maiden	749	0.00
Kawal Preet	531	0.00
Apurvi Sheth	395	0.00
Jean-Michel Valette	11,116	0.01

5.2 These irrevocable undertakings also extend to any Intertek Shares acquired by the Intertek Directors as a result of the vesting of awards under the Intertek Share Schemes.

5.3 The irrevocable undertakings given by the Intertek Directors remain binding in the event a higher competing offer is made for Intertek and will cease to be binding, on the earlier of the following occurrences:

(A) 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 offer or Scheme or Takeover Offer is announced in accordance with Rule 2.7 of the Takeover Code at the same time;

(B) the Takeover Offer or Scheme lapses or is withdrawn and no new, revised or replacement Scheme or Takeover Offer has been announced, in accordance with Rule 2.7 of the Takeover Code, in its place or is announced, in accordance with Rule 2.7 of the Takeover Code, within five Business Days of such lapse or withdrawal;

(C) the Scheme or Takeover Offer has not, in accordance with the requirements of the Takeover Code, become Effective prior to the Long Stop Date provided that the Scheme or Takeover 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 Takeover Code to implement the Acquisition by way of a Takeover Offer rather than by way of a Scheme or vice versa; or

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

5.4 Copies of the irrevocable undertakings are available on Intertek's website at www.intertek.com/investors/ and will remain on display until the end of the Offer Period.

6. Directors' service agreements and letters of appointment

6.1 Executive Directors' service contracts

Set out below are details of the service contracts of the Executive Directors:

Name of Executive Director	Date of service contract	Effective date of appointment	Notice period
André Lacroix	30 September 2014	16 May 2015	12 months
Laura Crespi	25 March 2026	10 April 2026	12 months

(A) André Lacroix was appointed as an Executive Director and Chief Executive Officer with effect from 16 May 2015. He is currently engaged under a service contract dated 30 September 2014, as varied from time to time. His current annual base salary is £1,100,595. This was increased for the 2026 financial year from a previous annual base salary of £1,084,330. Laura Crespi was appointed as an Executive Director and Chief Financial Officer with effect from 10 April 2026. She is currently engaged under a service contract dated 25 March 2026. Her current annual base salary is £475,000.

(B) Other benefits for the Executive Directors include a car allowance, medical insurance, life assurance (with cover up to six times' base salary), and personal accident insurance. There is no prescribed maximum value for benefits (other than the AIP and LTIP).

(C) The Executive Directors are entitled to a defined contribution pension arrangement on the same basis as other UK-based employees. The maximum annual pension contribution (or cash allowance in lieu of pension contribution) is 5% of base salary.

(D) Both Executive Directors are eligible to participate in the Annual Incentive Plan. In setting Executive Directors' bonuses, the Intertek Remuneration Committee measures achievement against a range of key performance indicators, including both financial and non-financial measures, normally with a minimum weighting of 80% of financial measures. The maximum award opportunity for both Executive Directors is 200% of their respective base salaries. 50% of any bonus is deferred into an Award under the LTIP (vesting after three years) and the remaining 50% paid in cash.

(E) The Executive Directors are eligible to participate in the LTIP, with a maximum award opportunity of 500% of base salary for André Lacroix and Laura Crespi. LTIP Awards are normally made annually with performance conditions assessed over a three-year performance period. LTIP Awards will normally be subject to a two-year holding period during which the underlying shares cannot be sold. The total of the performance period and the holding period will not be less than five years. LTIP Awards may attract dividend equivalents.

(F) Each Executive Director's service contract has no fixed expiry date. The appointment of each Executive Director is terminable: (i) by either the Executive Director or the Company providing at least twelve months' written notice; or (ii) with immediate effect at any time by Intertek without notice in specified circumstances, including if the Executive Director commits serious misconduct, is convicted of an arrestable offence or becomes disqualified from being a director or otherwise resigns from being so. Should notice be served, Intertek may require the Executive Director to continue to fulfil their current duties or may assign a period of garden leave. Intertek may exercise its discretion to pay the Executive Director in lieu of serving all or part of their notice period.

(G) Each Executive Director is subject to certain post-termination restrictions for periods of up to twelve months after termination. The period of the post-termination restrictions will be reduced by any period of garden leave.

6.2 Chair and other Intertek Non-Executive Directors

The Intertek Non-Executive Directors have entered into letters of appointment as detailed below:

Name of Non-Executive Director	Date of appointment	Date of letter of appointment	Fees per annum as at the Latest Practicable Date
Steven Mogford	20 May 2026 as Chair (originally 1 January 2025 as Non-Executive Director)	13 April 2026	£420,000[(1)]
Graham Allan	1 October 2017	27 July 2017	£119,000[(2)]
Hilde Merete Aasheim	1 April 2025	11 March 2025	£85,000[(3)]
Robin Freestone	1 April 2025	11 March 2025	£85,000[(4)]
Tamara Ingram	18 December 2020	17 December 2020	£90,000[(5)]
Jeremy Maiden	26 May 2022	25 May 2022	£85,000[(6)]
Kawal Preet	31 December 2022	23 December 2022	£85,000[(7)]
Apurvi Sheth	1 September 2023	11 July 2023	£85,000[(8)]
Jean-Michel Valette	1 July 2017	22 July 2017	£95,000[(9)]

(1) £420,000 consists of the annual director's fee of £385,000 in addition to a further annual director's fee of £35,000 to be used to purchase shares in Intertek.

(2) £119,000 consists of the annual director's fee of £65,000, a further annual director's fee of £10,000 to be used to purchase shares in Intertek, an additional fee of £20,000 for being the Chair of the Intertek Remuneration Committee, an additional fee of £19,000 for being the Senior Independent Director, and an additional fee of £5,000 for being a member of the Intertek Nomination Committee.

(3) £85,000 consists of the annual director's fee of £65,000, a further annual director's fee of £10,000 to be used to purchase shares in Intertek, and an additional fee of £10,000 for being a member of the Intertek Audit Committee.

(4) £85,000 consists of the annual director's fee of £65,000, a further annual director's fee of £10,000 to be used to purchase shares in Intertek, and an additional fee of £10,000 for being a member of the Intertek Remuneration Committee.

(5) £90,000 consists of the annual director's fee of £65,000, a further annual director's fee of £10,000 to be used to purchase shares in Intertek, an additional fee of £10,000 for being a member of the Intertek Remuneration Committee, and an additional fee of £5,000 for being a member of the Intertek Nomination Committee.

(6) £85,000 consists of the annual director's fee of £65,000, a further annual director's fee of £10,000 to be used to purchase shares in Intertek, and an additional fee of £10,000 for being a member of the Intertek Audit Committee.

(7) £85,000 consists of the annual director's fee of £65,000, a further annual director's fee of £10,000 to be used to purchase shares in Intertek, and an additional fee of £10,000 for being a member of the Intertek Remuneration Committee.

(8) £85,000 consists of the annual director's fee of £65,000, a further annual director's fee of £10,000 to be used to purchase shares in Intertek, and an additional fee of £10,000 for being a member of the Intertek Audit Committee.

(9) £95,000 consists of the annual director's fee of £65,000, a further annual director's fee of £10,000 to be used to purchase shares in Intertek, and an additional fee of £20,000 for being the Chair of the Intertek Audit Committee.

(A) The appointment of each Non-Executive Director is subject to election and then re-election by shareholders annually, the Articles of Association and applicable law. There is a presumption that appointments will not continue beyond the ninth anniversary of the date of the first appointment.

(B) In addition to the fees summarised in the table above, the Non-Executive Directors are entitled to reimbursement of expenses reasonably and properly incurred in performing duties as a Non-Executive Director including reasonable travel and accommodation costs properly incurred in attending Intertek's Board meetings.

(C) Each of the Non-Executive Director's letters of appointment is terminable by either party on one month's notice.

(D) Intertek also maintains directors' and officers' liability insurance for the benefit of each Intertek Non-Executive Director.

Save as set out in paragraph 7 of Part II (*Explanatory Statement*) of this Document, the effect of the Scheme on the interests of the Intertek Directors does not differ from its effect on the like interests of any other holder of Scheme Shares.

The emoluments of the Bidco Directors will not be affected by the acquisition of Intertek or by any other associated acquisition.

6.3 Amendments, other contracts and other compensation

Save as disclosed above, there are no other contracts of service between the Intertek Directors and Intertek or any of its subsidiaries. Save as disclosed in paragraphs 6.1 to 6.3:

(A) neither the service contracts nor any of the letters of appointment set out in this paragraph 6 have been entered into or amended during the six months prior to the date of this Document; and

(B) other than any statutory employment related compensation (in respect of the Executive Directors) and payment in lieu of notice, no compensation is payable by Intertek to any Intertek Director upon EQT's termination of their employment or appointment.

7. Market quotations

The following table shows the Closing Price for Intertek Shares as derived from the Official List for: (i) the first Business Day of each month of the six months before the date of this Document; (ii) 15 April 2026, being the last Business Day prior to the date of the commencement of the Offer Period; and (iii) the Latest Practicable Date:

Date	Intertek Share price (p)
2 February 2026	4,500
2 March 2026	4,742
1 April 2026	3,716
15 April 2026	4,363
1 May 2026	4,804
1 June 2026	5,355
1 July 2026	5,805
Latest Practicable Date	5,810

8. Material contracts

8.1 Intertek material contracts

Save as disclosed below, and save for the offer-related arrangements described in paragraph 9 below of this Part VII (*Additional Information*) of this Document, no member of the Intertek Group has, during the period beginning on 16 April 2024 (being two years prior to the commencement of the Offer Period) and ending on the Latest Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by members of the Intertek Group in the period beginning on 16 April 2024 (being two years prior to the commencement of the Offer Period) and ending on the Latest Practicable Date.

Revolving Credit Facility Agreements

(A) $850m Facility Agreement

On 20 May 2025 Intertek Finance plc and certain members of the Intertek group entered into a revolving credit facility agreement with a syndicate of banks as lenders and HSBC Bank plc as agent (the "**$850m Facility Agreement**"), pursuant to which the lenders agreed to make available a committed revolving credit facility in an aggregate amount of US$850,000,000 ("**Facility A**"). The $850m Facility Agreement also contains flexibility for additional revolving credit facility commitments to be agreed in an aggregate amount not exceeding US$200,000,000 ("**Facility B**"). As at the Latest Practicable Date, no additional commitments have been established under Facility B.

Each of Facility A and, once established, Facility B (together, the "**USD Facilities**") allow for drawing in US Dollars or, subject to their meeting additional criteria, other currencies. The USD Facilities can each be used for refinancing certain existing indebtedness and for general corporate purposes, including certain identified categories of expenditure.

Intertek Finance plc was specified as the original borrower under the $850m Facility Agreement but subject to other borrowers being added from time-to-time. The $850m Facility Agreement is guaranteed on an unsecured basis by certain guarantors in the Intertek Group, originally specified as being Intertek Testing Services Holdings Limited and Intertek Holdings Limited but subject to other guarantors being added from time-to-time. The $850m Facility Agreement contains a 90% minimum guarantor coverage covenant which applies at any time at which Intertek is not a guarantor.

Availability

Subject to satisfying customary conditions precedent to funding, the USD Facilities are available for drawdown during the applicable availability periods. For Facility A, the availability period runs from and including 20 May 2025 to and including the date falling one month prior to the maturity date for Facility A. For Facility B, the availability period would run from and including the date that Facility B becomes effective to and including the date falling one month prior to the maturity date for Facility B. The maturity dates are described below.

Any commitments under the USD Facilities that have not been drawn before the expiry of the applicable availability period shall automatically cease to be available at the end of that availability period.

Drawing

The USD Facilities may be drawn by way of multiple loans, subject to a maximum of 20 outstanding loans under Facility A and 10 outstanding loans under Facility B. A loan must be in a minimum amount of US$1,000,000 or the relevant optional currency (or, if less, the available facility at the proposed draw date).

Interest

The rate of interest payable on each loan drawn under the USD Facilities is the aggregate of the applicable margin and a reference rate. The relevant reference rate will depend on the currency of drawing and certain other factors, but for loans in US Dollars is expected to be the Secured Overnight Financing Rate (known as SOFR). The initial margin for Facility A loans was specified as 0.45% p.a., subject to a ratchet based on the total net debt to EBITDA ratio of the Intertek group, ranging from 0.35% p.a. (where the ratio is less than or equal to 1.0) to 1.30% p.a. (where the ratio is greater than 3.0). For Facility B loans, the margin is to be agreed between Intertek Finance plc and the relevant lenders at the point of establishment.

Financial covenants

The $850m Facility Agreement contains two financial covenants, being a gearing covenant relating to total net debt not exceeding 3.5x EBITDA and an interest cover covenant relating to an EBITDA net interest expense ratio of not less than 4.0 to 1 (“**Financial Covenants**”).

Repayment, voluntary prepayment and maturity

Each loan is repayable in full on the last day of the interest period selected by the relevant borrower when drawing such loan or, if earlier, the maturity date of the relevant USD Facility. For Facility A, the original maturity date was specified as 20 May 2030, subject to (i) an initial extension option (which has been exercised) extending the maturity to 20 May 2031 and (ii) a further extension option, requesting an extension of the maturity to 20 May 2032. The further extension option is exercisable not earlier than 60 days and no later than 30 days before 20 May 2027 but will only result in an extension to 20 May 2032 for lenders who agree to the same. The Facility B maturity date would be agreed at the point which Facility B is established but, in any case, shall be no later than the Facility A maturity date.

The $850m Facility Agreement includes a mandatory prepayment trigger upon it becoming unlawful for any lender to perform its obligations (among other things) under the applicable USD Facility, a change of control of Intertek or upon disposal of all or substantially all of the assets of the Intertek group.

The USD Facilities may be voluntarily prepaid at any time, subject to a maximum of 5 prepayments in any 12-month period for loans in respect of which the reference rate is a compounded rate, and such prepayment shall be without premium or penalty. Voluntary prepayment must be in a minimum amount of US$1,000,000 or its equivalent and Intertek Finance plc and the relevant borrower must deliver a prepayment notice at least 3 Business Days for term rate loans or three RFR banking days for loans in respect of which the reference rate is a compounded rate prior to the date of such prepayment.

All prepayments must be made at par and concurrently with the payment of all interest accrued on the amount prepaid together with any applicable break costs.

Loans prepaid under the USD Facilities may subsequently be redrawn in accordance with the terms of the $850m Facility Agreement.

Representations, undertakings and events of default

The $850m Facility Agreement contains representations, undertakings and events of default which Intertek Finance plc considers customary for debt facilities of this nature.

(B) £350m Facility Agreement

On 20 May 2025 Intertek Finance plc and certain members of the Intertek Group entered into a revolving credit facility agreement with a syndicate of banks as lenders and HSBC Bank Plc as agent (the "**£350m Facility Agreement**"), pursuant to which the lenders agreed to make available a revolving credit facility in an aggregate amount of £350,000,000 (the "**£350m Facility**"). The £350m Facility may only be drawn in sterling and can be drawn for general corporate purposes, including certain identified categories of expenditure.

Intertek Finance plc was specified as the original borrower under the £350m Facility Agreement but subject to other borrowers being added from time-to-time. The £350m Facility Agreement is guaranteed on an unsecured basis by certain guarantors in the Intertek Group, originally specified as being Intertek Testing Services Holdings Limited and Intertek Holdings Limited but subject to other guarantors being added from time-to-time. The £350m Facility Agreement contains a 90% minimum guarantor coverage covenant which applies at any time at which Intertek is not a guarantor.

Availability

Subject to satisfying customary conditions precedent to funding, the £350m Facility is available for drawdown during the availability period. The availability period runs from and including 20 May 2025 to and including the date falling one month prior to the termination date. The termination date is described below.

Any commitments under the £350m Facility that have not been drawn before the expiry of the applicable availability period shall automatically cease to be available at the end of that availability period.

Drawing

The £350m Facility may be drawn by way of multiple loans, subject to a maximum of 20 outstanding loans. A loan must be in a minimum amount of £1,000,000 (or, if less, the available facility at the proposed draw date). Loans may be drawn in Sterling only.

Interest

The rate of interest payable on each loan drawn under the £350m Facility is the aggregate of the applicable margin and a reference rate. The reference rate is expected to be the Sterling Overnight Index Average (known as SONIA). The initial margin was specified as 0.65% p.a. subject to a ratchet based on the ratio of total net debt to EBITDA of the Intertek group, ranging from 0.55% p.a. (where the ratio is less than or equal to 1.0) to 1.50% p.a. (where the ratio is greater than 3.0).

Financial covenants

The £350m Facility Agreement contains the Financial Covenants as described above in respect of the $850m Facility Agreement.

Repayment, voluntary prepayment and termination

Each loan is repayable in full on the last day of the interest period selected by the relevant borrower when drawing such loan or, if earlier, the termination date of the £350m Facility. The original termination date was specified as 20 May 2027, subject to an extension option (which has been exercised), extending the termination date to 20 May 2028.

The £350m Facility includes a mandatory prepayment trigger upon it becoming unlawful for any lender to (among other things) perform its obligations under the £350m Facility Agreement, a change of control of Intertek or upon disposal of all or substantially all of the assets of the Intertek group.

The £350m Facility may be voluntarily prepaid at any time, subject to a maximum of 5 prepayments in any 12-month period and such prepayment shall be without premium or penalty. Voluntary prepayment must be in a minimum amount of £1,000,000 and Intertek Finance plc or the relevant borrower must deliver a prepayment notice at least three RFR banking days prior to the date of such prepayment.

All prepayments must be made at par and concurrently with the payment of all interest accrued on the amount prepaid.

Loans prepaid under the £350m Facility may subsequently be redrawn in accordance with the terms of the £350m Facility Agreement.

Representations, undertakings and events of default

The £350m Facility Agreement contains representations, undertakings and events of default which Intertek Finance plc considers customary for debt facilities of this nature.

US Private Placement Notes

On 11 February 2026, Intertek Finance plc and Intertek entered into a note purchase agreement with certain private investors (the “**NPA**”). Pursuant to the terms of the NPA and on the date of the NPA, Intertek Finance plc issued US$80,000,000 4.99% Senior Notes due 11 February 2031 (the “**Private Placement Notes**”).

The Private Placement Notes were purchased by certain private investors and the proceeds were permitted to be applied towards refinancing existing indebtedness and for general corporate purposes. The Private Placement Notes bear interest at a fixed rate of 4.99% p.a. and have a fixed final maturity date of 11 February 2031. Interest is payable semi-annually on 11 February and 11 August each year.

The NPA contains substantially similar Financial Covenants as described above in respect of the $850m Facility Agreement and incorporates a package of representations and undertakings given by various members of the Intertek Group, including restrictions on the incurrence of financial indebtedness and a negative pledge restricting the granting of security, which Intertek Finance plc considers customary for private placements of this nature. The NPA also includes ‘most favoured nation’ protections pursuant to which, in the event that stricter or additional structural provisions are incorporated into the $850m Facility Agreement or £350m Facility Agreement (as amended, supplemented, modified, replaced or supplemented from time-to-time), such stricter or additional provisions shall, unless waived by the holders of the Private Placement Notes, automatically be deemed to be incorporated into the NPA for the benefit of the holders of the Private Placement Notes.

The Private Placement Notes are guaranteed on an unsecured basis by certain guarantors in the Intertek group, originally specified as being Intertek Testing Services Holdings Limited and Intertek Holdings Limited but subject to other guarantors being added from time-to-time. The NPA contains a 90% minimum guarantor coverage covenant which applies at any time at which Intertek is not a guarantor.

The NPA includes a mandatory prepayment offer trigger upon a change of control of Intertek. In this event, the NPA requires that Intertek Finance plc offers to each holder of Private Placement Notes to prepay all outstanding Private Placement Notes at par (without make-whole, premium, penalty or make-whole amount), together with accrued interest. Acceptance or otherwise of such offer is at the discretion of each holder.

In addition, the NPA permits the voluntary prepayment of Private Placement Notes (in whole or in part) at 100% of the principal amount so prepaid, together with accrued interest and a make-whole amount, subject to not less than 30 and not more than 60 days’ notice and a minimum amount of $1,000,000.

Upon the occurrence of certain events of default, including (subject to grace periods and limited rights to remedy) a breach of certain financial covenants, representations and undertakings, the Private Placement Notes (among other things) may be declared immediately due and payable.

8.2 Bidco and Bidco Group material contracts

Save as disclosed below and save for the offer-related arrangements described in paragraph 9 below of this Part VII (*Additional Information*) of this Document, no member of the Bidco Group has, during the period beginning on 16 April 2024 (being two years prior to the commencement of the Offer Period) and ending on the Latest Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

Interim Facilities Agreement

On 18 June 2026, Finco entered into an interim facilities agreement with, among others, the Interim Lenders and Barclays Bank PLC as interim agent (the "**Interim Facility Agent**") and interim security agent (the "**Interim Facilities Agreement**"). Unless the context requires otherwise, any capitalised term used but not defined in this section shall have the meaning given to such term in the Interim Facility Agreement.

Pursuant to the terms of the Interim Facilities Agreement, the Interim Lenders agreed to make available to Finco the following interim facilities:

(a) an interim term loan facility in an aggregate principal amount equal to £3,565,000,000 (available to be drawn in euro and/or USD in accordance with the terms of the Interim Facilities Agreement) ("**Interim Facility B**");

(b) an interim term loan facility in an aggregate principal amount equal to £865,000,000 (available to be drawn in euro and/or USD in accordance with the terms of the Interim Facilities Agreement) ("**Interim Bridge Facility**" and together with Interim Facility B, the "**Interim Term Facilities**"); and

(c) an interim multicurrency revolving credit facility in an aggregate principal amount equal to £800,000,000 ("**Interim Revolving Facility**"),

(together, the "**Interim Facilities**").

The proceeds of the Interim Term Facilities are to be applied towards (directly or indirectly) financing (including funding to balance sheet for later application towards) or refinancing (directly or indirectly): (i) the consideration payable in connection with the Acquisition and any other amounts required to be paid in connection with the Acquisition, the Interim Facilities Agreement, the other Interim Documents and this Document; (ii) the financial indebtedness of the Intertek Group, including, without limitation, any bank guarantee, bonding line, hedging arrangement, ancillary financing arrangement, working capital facility or similar arrangement under any existing debt financing of the Intertek Group, and paying any breakage costs, redemption premium, make-whole costs and other fees, costs and expenses payable in connection with such refinancing and/or discharge of the financial indebtedness of the Intertek Group; (iii) the payment of costs, fees, expenses and taxes incurred in connection with the foregoing transactions, Acquisition, the Interim Facilities and any related transactions; and (iv) the payment of certain other amounts. The Interim Revolving Facility may be applied towards the general corporate and working capital purposes of Finco and its subsidiaries from time to time.

The Interim Term Facilities are available to be drawn, subject to satisfaction of the conditions precedent set forth in the Interim Facilities Agreement, from 18 June 2026 to the last day of the Initial Certain Funds Period. The Interim Revolving Facility is available to be drawn, subject to satisfaction of the conditions precedent set forth in the Interim Facilities Agreement, from 18 June 2026 to the earlier of: (i) the date falling 120 days after the Initial Closing Date; and (ii) the date on which Finco confirms in writing that the applicable long-term financing agreements have been signed, become unconditionally effective and the relevant conditions precedent have been irrevocably satisfied (other than those relating solely to the Initial Closing Date), and those agreements are in a form satisfactory to and in the manner required by Morgan Stanley as cash confirmation bank.

Under the Interim Facilities Agreement, the "**Initial Certain Funds Period**" is defined as the period from (and including) 18 June 2026 to 11.59 p.m. on (and including) the date that is the earliest to occur of:

(a) where the Acquisition is to be consummated by way of a Scheme, the earlier of: (i) the date on which the Scheme lapses or is withdrawn with the consent of the Takeover Panel or by order of the Court (unless (x) such lapse or withdrawal is as a result of Bidco's right to effect a switch from a Scheme to a Takeover Offer or (y) on or prior to that date, Bidco has notified the Interim Facility Agent that it intends to implement the Acquisition by an alternative or revised offer or scheme and an announcement regarding such offer or scheme in accordance with the requirements of the Takeover Code will be released within 20 Business Days)), and (ii) the date falling 10 Business Days after the date on which Intertek has become a wholly owned subsidiary of Bidco and all consideration payable under the Scheme has been paid in full in accordance with the terms of the Scheme;

(b) where the Acquisition is to be consummated pursuant to a Takeover Offer, the earlier of: (i) if the date on which the Takeover Offer is declared or becomes unconditional has not occurred (the "**Unconditional Date**"), the date on which the Takeover Offer lapses, terminates or is withdrawn unless (x) such lapse or withdrawal is as a result of Bidco's right to effect a switch from a Scheme to a Takeover Offer or (y) on or prior to that date, Bidco has notified the Interim Facility Agent that it intends to implement the Acquisition by an alternative or revised offer or scheme and an announcement regarding such offer or scheme in accordance with the requirements of the Takeover Code will be released within 20 Business Days), (ii) if the Unconditional Date has occurred, the later of (A) the date falling 120 days after the Initial Closing Date; and (B) if within the time period set out in (A) above, the date on which a member of the Group becomes entitled to and does give notice under section 979 of the Companies Act 2006, the earlier of (I) the date falling 10 Business Days after the latest date on which all Target shares may be acquired pursuant to the exercise of a Squeeze Out Procedure; and (II) the date falling 90 days after the Squeeze Out Trigger Date; and (iii) if neither the Unconditional Date nor the Effective Date has occurred, 13 August 2027; and

(c) the date on which Finco confirms in writing to the Interim Facility Agent that the long-term financing agreements applicable to the relevant Interim Facilities have been signed and become unconditionally effective, all relevant conditions precedent to their availability and utilisation have been irrevocably satisfied (other than those relating solely to the Initial Closing Date), and those agreements are in a form satisfactory to and in the manner required by Morgan Stanley as cash confirmation bank.

The final maturity date of the Interim Facilities is the date falling 120 days after the Initial Closing Date (by which date the Interim Facilities would need to be replaced or refinanced). Finco may voluntarily prepay and/or cancel each outstanding Interim Facility at any time on one Business Day's prior written notice.

The Interim Facilities Agreement contains customary representations and warranties, affirmative and negative covenants, indemnities and events of default, each with appropriate carve-outs and materiality thresholds and applicable to Finco and, in certain instances, also applicable to Midco.

The rate of interest payable on each Interim Facility is the aggregate of the applicable margin plus the applicable reference rate. The applicable margin on each Interim Term Facility is 3.50 per cent. per annum and the applicable margin on the Interim Revolving Facility is 3.00 per cent. per annum. The applicable reference rate varies by currency: euro loans reference EURIBOR; USD loans reference Term SOFR, with fallback to Daily Simple SOFR or an Adjusted SOFR Central Bank Rate where Term SOFR is unavailable; and GBP loans reference SONIA, in each case with a reference rate floor of zero. There are no margin ratchets or ratings-based step-up.

Arrangement fees and upfront fees, among other fees, are also payable under the terms of the Interim Facilities Agreement and ancillary documentation.

The secured parties under the Interim Facilities Agreement receive the benefit of security granted by Midco including: (i) a Luxembourg law limited recourse pledge over the shares of Finco, and (ii) a Luxembourg law limited recourse pledge over any structural intra-group receivables owed to Midco by Finco.

Equity Commitment Letters

In connection with the financing of the Acquisition: (i) Mubadala; (ii) Luxinva; (iii) EQT Investments II AB; (iv) EQT Nexus ELTIF; (v) EQT Nexus; (vi) EQPE Holdco LLC; and (vii) EQT X EUR SCSp, EQT X USD SCSp, EQT X Co-Investment (N) SCSp, Nordic Bear II SCSp and EQT-E CO-Invest Platform (No.14) SCSp, (together, the "**Funding Vehicles**") each entered into separate equity commitment letters with Midco, each dated 18 June 2026, pursuant to which, among other things, each of the Funding Vehicles agreed to provide equity financing to Midco up to an aggregate amount of £5,511,119,875.15 so that Midco can provide such amount to Bidco in order to finance the cash consideration payable under the Acquisition.

9. Offer-related arrangements

Confidentiality Agreement

EQT and Intertek have entered into a mutual confidentiality agreement dated 17 May 2026 (the "**Confidentiality Agreement**") in relation to the Acquisition pursuant to which each of EQT and Intertek has undertaken, amongst other things, to: (a) keep confidential information relating to the Acquisition and the other party and not to disclose it to third parties (other than certain permitted parties) unless required by law or regulation; and (b) use the confidential information only for the purpose of evaluating, negotiating, financing, advising on or implementing the potential Acquisition. These confidentiality obligations remain in force until the earlier of (i) 17 May 2028 and (ii) completion of the Acquisition. In addition, the Confidentiality Agreement also includes certain standstill undertakings on EQT, which ceased to apply upon the release of the Announcement. The Confidentiality Agreement also contains provisions pursuant to which EQT has agreed not to solicit certain individuals working for Intertek, subject to customary carve-outs, for a period of one year.

Each of Platinum Ivy and Mubadala Holding subsequently agreed to be bound by certain terms of the Confidentiality Agreement (the "**Confidentiality Agreement Joinders**").

Co-operation Agreement

On 18 June 2026, Bidco and Intertek entered into a co-operation agreement (the "**Co-operation Agreement**") pursuant to which Bidco has agreed to use all reasonable efforts to obtain the clearances and satisfy or procure that the Regulatory Conditions are satisfied as soon as is reasonably practicable and in any event in sufficient time to enable the Effective Date to occur by the Long Stop Date.

Bidco and Intertek have agreed to certain undertakings to co-operate and provide each other with reasonable information, assistance and access in relation to the filings, submissions and notifications to be made in relation to such regulatory clearances and authorisations. Bidco and Intertek have also agreed to provide each other with reasonable information, assistance and access for the preparation of the key shareholder documentation.

Bidco has the right to terminate the Co-operation Agreement in certain circumstances, including but not limited to:

- if Bidco and Intertek so agree in writing;
- upon service of written notice by Bidco to Intertek, if the Intertek Directors change their recommendation of the Acquisition;
- upon service of written notice by Bidco to Intertek or Intertek to Bidco if:
  - before the Long Stop Date, a competing offer for Intertek becomes effective or is declared or becomes unconditional;
  - the Acquisition is withdrawn, terminates or lapses in accordance with its terms and (where required) with the permission of the Panel;
  - the Effective Date has not occurred by the Long Stop Date, unless otherwise agreed between Bidco and Intertek in writing or required by the Panel.

The Co-operation Agreement records Bidco and Intertek's intention to implement the Acquisition by way of the Scheme, subject to the ability of Bidco to proceed by way of a Takeover Offer in certain circumstances.

The Co-operation Agreement also contains provisions that will apply in respect of the Intertek Share Schemes and certain other employee incentive arrangements.

Bid Conduct Agreement

EQT, Luxinva and Mubadala entered into a bid conduct agreement on 18 June 2026 (the "**Bid Conduct Agreement**"). Pursuant to the Bid Conduct Agreement, it is agreed that EQT will make all decisions with respect to the conduct of the Acquisition subject to customary consent rights in favour of Luxinva and Mubadala.

The terms of the Bid Conduct Agreement also include an agreement not to pursue a competing proposal to the Acquisition with respect to Intertek or directly or indirectly enter into, continue, solicit, facilitate or encourage any discussion, enquiry or proposal from, or enter into, pursue or participate in any discussions or negotiations with any person in respect of or with a view to facilitating any competing proposal to the Acquisition, in each case until the date falling six months after the termination of the Bid Conduct Agreement.

The Bid Conduct Agreement will terminate in certain circumstances, including: (i) 14 days after the Effective Date; (ii) the date on which the Acquisition lapses or is withdrawn (other than where such lapse or withdrawal is for the purposes of switching to a Takeover Offer); (iii) the date on which any competing offer in relation to all or part of the Intertek Shares becomes effective in accordance with its terms (in the case of a Scheme) or becomes or is declared unconditional (in the case of a Takeover Offer); and (iv) the date on which the parties thereto mutually agree.

The Bid Conduct Agreement appends a term sheet, which sets out the agreement of Isotope Aggregator SCSp, Luxinva and Mubadala, pursuant to which (i) they will each hold their investment (directly or indirectly) in Bidco following the Acquisition becoming Effective, and (ii) certain other matters relating to the governance, shareholding structure and activities of Bidco. These principal terms will then be documented in long form documents (including a shareholders' agreement between Isotope Aggregator SCSp, Luxinva and Mubadala).

Exclusivity and Standstill Agreements

Each of Platinum Ivy and Mubadala Holding have entered into an exclusivity and standstill agreement with EQT, dated 2 April 2026 and 10 April 2026 respectively (the "**Exclusivity and Standstill Agreements**"), in relation to the Acquisition. Pursuant to the Exclusivity and Standstill Agreements each of Platinum Ivy and Mubadala Holding have agreed, amongst other things, to certain confidentiality obligations, standstill and exclusivity obligations and restrictions on contact with persons at EQT and Intertek. As set out in the Bid Conduct Agreement, the standstill and exclusivity obligations in the Exclusivity and Standstill Agreements have been replaced and superseded by similar obligations and restrictions in the Bid Conduct Agreement.

Clean Team Agreement

EQT and Intertek entered into a clean team agreement (the "**Clean Team Agreement**") on 22 May 2026 which sets out, among other things, certain procedures and principles to be followed to ensure adequate treatment of certain competitively sensitive information between Intertek's and EQT's clean team individuals and/or external advisers.

Each of Platinum Ivy and Mubadala Holding subsequently entered into joinders to the Clean Team Agreement on 2 June 2026, (the "**Clean Team Agreement Joinders**") pursuant to which they agreed to adhere to the terms of the Clean Team Agreement as if they were a party to that agreement.

Joint Defence Agreement

EQT and Intertek have put in place a confidentiality and joint defence agreement on 22 May 2026 (the "**Joint Defence Agreement**"), which sets out how confidential information that is commercially sensitive can be disclosed, used or shared between EQT's external legal counsel and/or economists and Intertek's external legal counsel and/or economists for the purposes of obtaining the consent of competition authorities and/or regulatory clearances in connection with the Acquisition.

Each of Luxinva and Mubadala Holding subsequently entered into joinders to the Joint Defence Agreement on 9 July 2026 (the “**Joint Defence Agreement Joinders**”) pursuant to which they agreed to adhere to the terms of the Joint Defence Agreement as if they were a party to that agreement.

10. Financing of the Acquisition

The Cash Consideration payable by Bidco under the terms of the Acquisition will be financed by:

- equity to be invested by (i) funds and investment vehicles managed and/or owned by the EQT Group; (ii) Luxinva; and (iii) Mubadala; and
- debt under the Interim Facilities Agreement.

It is expected that certain of the equity commitments described above will be provided by equity co-investors through funds and/or investment vehicles managed and/or owned by the EQT Group, including as described in paragraph 11 of this Part VII (*Additional Information*). It is also expected that certain of the debt commitments under the Interim Facilities Agreement may be replaced prior to the Effective Date by alternative debt financing or additional equity commitments of co-investors in funds and/or investment vehicles managed and/or owned by the EQT Group. If any further equity commitments are received from co-investors prior to the Scheme becoming Effective, an announcement will be made by Bidco in respect of this through a Regulatory Information Service.

Morgan Stanley, in its capacity as lead financial adviser to Bidco, confirms that it is satisfied that sufficient resources are available to Bidco to enable it to satisfy in full the Cash Consideration payable to Intertek Shareholders under the terms of the Acquisition.

11. Equity Co-Investors

11.1 Prior to the date of this Document, EQT Fund Management S.à r.l (**EFMS**), acting in its capacity as manager of one or more passive co-investment vehicles, managed and controlled by EFMS (the “**Co-Investment Vehicles**”) has accepted subscriptions from certain investors and/or their affiliates or other associated entities (including from those investors set out in the table below, those investors set out in the table being the “**Equity Co-Investors**”) for interests in the Co-Investment Vehicles, through which such investors and/or affiliates or other associated entities will indirectly acquire minority interests in Bidco in connection with the equity financing of Bidco. The Equity Co-Investors will not be granted any governance or control rights over Bidco or any member of the Bidco Group.

11.2 As at the date of this Document, the Equity Co-Investors’ commitments to the Co-Investment Vehicles which will be applied to the equity financing of Bidco equal, in the aggregate, £1,014 million, which, together with any limited partner interests held by the Equity Co-Investors in certain other funds and/or investment vehicles managed, advised and/or owned by the EQT Group, is expected to comprise an economic indirect interest as at the date of completion of the Acquisition of approximately 18.3 per cent. in Bidco.

11.3 Details of the expected indirect interest of the Equity Co-Investors in Bidco and certain further information on such Equity Co-Investors are set out below. The expected indirect interests set out below reflect a combination of the indirect interest of the relevant Equity Co-Investor in Bidco, in the aggregate, via its participation as an investor in a Co-Investment Vehicle and through any limited partner interest in certain other funds and/or investment vehicles managed, advised and/or owned by the EQT Group.

Equity Co-Investor (or its affiliate(s) and/or related investing vehicles(s))	*Equity Co-Investor’s approx. per cent. indirect interest in Bidco*
CalPERS	6.9 per cent.
Funds managed or advised by HarbourVest Partners LP	4.8 per cent.
PSP Investments Holding Europe Ltd	3.3 per cent.
Funds managed and/or advised by Partners Group AG	3.2 per cent.

CalPERS

11.4 CalPERS is a California State government agency duly organized and existing under the California Public Employees' Retirement Law, having its principal offices at 400 Q Street, Sacramento, California 95811, USA. As of 7 July 2026, CalPERS manages approximately $634.25 billion in a wide range of asset classes, including global listed equities, global fixed income, private equity, private debt, real assets and infrastructure on behalf of 2.4 million current and retired California state, school, and public agency employees. Further information regarding CalPERS can be found on their website at https://www.calpers.ca.gov.

12. Offer-related fees and expenses

12.1 Fees and Expenses of Bidco

The aggregate fees and expenses expected to be incurred by Bidco and its subsidiaries in connection with the Acquisition are estimated to be approximately 268.5 million – 270.1 million (excluding applicable VAT and other taxes). This aggregate number consists of the following categories (in each case excluding any applicable VAT and other taxes):

Category	**Amount (£m)**
Financing arrangements	145.1
Financial advice(1)	35.0
Legal advice(2)	20.6 – 21.8
Accounting and tax advice	2.0
Public relations advice	0.7
Other professional services	9.8
Other costs and expenses(3)	55.4 – 55.8
Total	268.5 – 270.1

(1) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Acquisition becomes Effective.

(2) Certain of these services are charged by reference to hourly or daily rates. The amounts included here reflect an estimate of time required until the Acquisition becomes Effective.

(3) Other costs and expenses costs include stamp duty of 0.5 per cent. on the purchase price of the Intertek Shares acquired pursuant to the Acquisition and certain regulatory and antitrust filing fees.

12.2 Fees and Expenses of Intertek

The aggregate fees and expenses expected to be incurred by Intertek in connection with the Acquisition are estimated to be approximately £104.35 million (excluding any applicable VAT and other taxes). This aggregate number consists of the following categories (in each case excluding any applicable VAT and other taxes):

Category	**Amount (£m)**
Financial and corporate broking advice(1)	80.0
Legal advice(2)	22.0
Accounting and tax advice	0.75
Public relations advice	0.75
Other professional services	0.25
Other costs and expenses(1)	0.6
Total	104.35

(1) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Acquisition becomes Effective.

(2) Certain of these services are charged by reference to hourly or daily rates. The amounts included here reflect an estimate of time required until the Acquisition becomes Effective, and include fees incurred or to be incurred in connection with antitrust and regulatory filings.

13. Persons acting in concert

13.1 In addition to the Intertek Directors (together with their close relatives and related trusts), the UK DB Scheme and members of the Intertek Group, the persons who, for the purposes of the Takeover Code, are acting in concert with Intertek are:

Name	Registered Office	Relationship with Intertek
Goldman Sachs International	Plumtree Court, 25 Shoe Lane, London, EC4A 4AU	Joint lead financial adviser and corporate broker to Intertek
J.P. Morgan Cazenove	25 Bank Street, Canary Wharf, London, E14 5JP	Joint lead financial adviser and corporate broker to Intertek
PJT Partners	One Curzon Street, London, United Kingdom, W1J 5HD	Financial adviser and Rule 3 adviser to Intertek

13.2 In addition to the Bidco Directors, the EQT Responsible Persons and the Luxinva Responsible Persons (together with their respective close relatives and related trusts), and Bidco, EQT, Luxinva, Mubadala and the Equity Co-Investors (and any related pension schemes) the persons who, for the purposes of the Takeover Code, are acting in concert with Bidco are:

Name	Registered Office	Relationship with Bidco
Morgan Stanley & Co. International plc	25 Cabot Square, Canary Wharf, London, E14 4QA	Lead financial adviser Bidco
Barclays Bank PLC	1 Churchill Place, London, E14 5HP	Financial adviser to Bidco
Deutsche Bank	21, Moorfields, London EC2Y 9DB	Financial adviser to Bidco

14. No significant change

There has been no significant change in the financial or trading position of Intertek since 31 December 2025, being the date to which the latest audited financial statements of Intertek were prepared.

15. Consent

Each of Goldman Sachs, J.P. Morgan Cazenove, PJT Partners, Morgan Stanley, Barclays and Deutsche Bank has given and not withdrawn its written consent to the issue of this Document with the inclusion of references to its name in the form and context in which they are included.

16. Documents available for inspection

Copies of the following documents will be available for viewing on Intertek's website at www.intertek.com/investors/ by no later than 12.00pm (London time) on the Business Day following the date of publication of this Document (subject to any applicable restrictions relating to persons resident in Restricted Jurisdictions) up to and including the Effective Date or the date the Scheme lapses or is withdrawn, whichever is earlier. There is no agreement or arrangement to which Bidco is a party which relates to the circumstances in which it may or may not invoke a condition to the Scheme.

(A) this Document;

(B) the Forms of Proxy;

(C) the Intertek CSN Voting Notification;

(D) the Articles of Association and the memorandum and articles of association of Bidco;

(E) a draft of the Articles of Association as proposed to be amended at the General Meeting;

(F) the financial information relating to Intertek referred to in paragraph 1 of Part V (*Financial and Ratings Information*) of this Document;

(G) the consent letters from each of J.P. Morgan Cazenove, Goldman Sachs, PJT Partners, Morgan Stanley, Barclays and Deutsche Bank in respect of each of the Announcement and (where applicable) this Document;

(H) the material contracts referred to in paragraph 8 of this Part VII (*Additional Information*) above;

(I) the Confidentiality Agreement;

(J) the Confidentiality Agreement Joinders;

(K) the Co-operation Agreement;

(L) the Clean Team Agreement;

(M) the Clean Team Agreement Joinders;

(N) the Joint Defence Agreement;

(O) the Joint Defence Agreement Joinders;

(P) the Exclusivity and Standstill Agreements;

(Q) the Bid Conduct Agreement;

(R) the irrevocable undertakings referred to in paragraph 5 of this Part VII (*Additional Information*) above; and

(S) documents relating to the financing of the Scheme, including the Interim Facilities Agreement.

17. Sources of information and bases of calculation

In this Document, unless otherwise stated or the context otherwise requires, the following sources and bases have been used.

(A) All references to Intertek Shares are to ordinary shares of 1 pence each.

(B) Intertek had 153,931,794 Intertek Shares in issue as at the close of business on the Latest Practicable Date.

(C) The fully diluted issued ordinary share capital of Intertek (being 155,137,268 Intertek Shares) is based upon:

(i) the number of issued Intertek Shares referred to in paragraph 17(B) of this Part VII (*Additional Information*); plus

(ii) 1,734,712 Intertek Shares which may be issued on or after the date of this Document pursuant to awards outstanding under Intertek Share Schemes as at the Latest Practicable Date; less

(iii) 529,238 Intertek Shares held in the Intertek Employee Benefit Trust as at the Latest Practicable Date that can be used to satisfy the vesting of awards under the Intertek Share Schemes.

(D) A value of approximately £9.3 billion for the entire issued and to be issued share capital of Intertek is based upon:

(i) Intertek Shareholders being entitled to receive the Cash Consideration of £60.00 per Intertek Share pursuant to the terms of the Acquisition; and

(ii) the fully-diluted number of Intertek Shares referred to in paragraph 17(C) of this Part VII (*Additional Information*).

(E) A value of approximately £9.5 billion for the entire issued and to be issued share capital of Intertek is based upon:

  (i) Intertek Shareholders being entitled to receive a total value of £61.077 per Intertek Share pursuant to the terms of the Acquisition, comprising the Cash Consideration and the FY25 Final Dividend of 107.7 pence per Intertek Share; and

  (ii) the fully-diluted number of Intertek Shares referred to in paragraph 17(C) of this Part VII (*Additional Information*).

(F) The enterprise value of Intertek implied by the terms of the Acquisition of approximately £10.7 billion is calculated as:

  (i) the value of Intertek's entire issued and to be issued share capital as set out in paragraph 17(D) of this Part VII (*Additional Information*); plus

  (ii) financial debt of £1.3 billion as of 31 December 2025; less

  (iii) cash and cash equivalents of £329.2 million as of 31 December 2025; plus

  (iv) lease liabilities of £322.2 million as of 31 December 2025; plus

  (v) provisions of £41.1 million as of 31 December 2025; plus

  (vi) non-control interest of £44.6 million as of 31 December 2025.

(G) The enterprise value of Intertek implied by the terms of the Acquisition of approximately £10.9 billion is calculated as:

  (i) the value of Intertek's entire issued and to be issued share capital as set out in paragraph 17(E) of this Part VII (*Additional Information*); plus

  (ii) financial debt of £1.3 billion as of 31 December 2025; less

  (iii) cash and cash equivalents of £329.2 million as of 31 December 2025; plus

  (iv) lease liabilities of £322.2 million as of 31 December 2025; plus

  (v) provisions of £41.1 million as of 31 December 2025; plus

  (vi) non-control interest of £44.6 million as of 31 December 2025.

(H) Unless otherwise stated, the financial information on Intertek is extracted (without material adjustment) from Intertek's Annual Reports and Accounts for the years ended 31 December 2023, 31 December 2024, and 31 December 2025.

(I) The volume-weighted average prices have been computed based on data sourced from S&P Capital IQ.

(J) The market prices of the Intertek Shares are the Closing Price and have been derived from S&P Capital IQ data.

(K) Certain figures included in this Document have been subject to rounding adjustments.

PART VIII

DEFINITIONS

In this Document, other than in the Scheme set out in Part IV (*The Scheme of Arrangement*) of this Document, the following words and expressions have the following meanings, unless the context requires otherwise:

"**£**" or "**Sterling**" or "**Pounds Sterling**"	pounds sterling, the lawful currency for the time being of the UK and references to "pence" and "p" shall be construed accordingly;
"**£350m Facility**"	has the meaning given in paragraph 8.1 of Part VII (*Additional Information*) of this Document;
"**£350m Facility Agreement**"	has the meaning given in paragraph 8.1 of Part VII (*Additional Information*) of this Document;
"$**850m Facility Agreement**"	has the meaning given in paragraph 8.1 of Part VII (*Additional Information*) of this Document;
"**2025 Intertek Annual Report and Accounts**"	the annual report and audited accounts of Intertek for the year ended 31 December 2025;
"**2024 Intertek Annual Report and Accounts**"	the annual report and audited accounts of Intertek for the year ended 31 December 2024;
"**AAA strategy**"	Amazing ATIC Advantage strategy;
"**Acquisition**"	the direct or indirect acquisition of the entire issued and to be issued share capital of Intertek by Bidco, to be implemented by way of the Scheme as described in this Document (or by a Takeover Offer under certain circumstances described in this Document) (and where the context admits, a subsequent revision, variation, extension or renewal thereof);
"**Acquisition Closing Date**"	the date on which the first payment is made to the settlement agent in respect of payment for the shares acquired (or to be acquired) from shareholders of Intertek as required by the Takeover Offer or Scheme (as applicable), in accordance with the terms thereof and the Takeover Code;
"**ADIA**"	Abu Dhabi Investment Authority;
"**ADIA PED**"	the Private Equities department of ADIA;
"**AI**"	artificial intelligence;
"**Announcement**"	the joint announcement dated 18 June 2026 made by Bidco and Intertek pursuant to Rule 2.7 of the Takeover Code which confirmed that they had reached an agreement on the terms of a recommended final cash offer for the acquisition of Intertek by Bidco pursuant to which Bidco will acquire the entire issued and to be issued ordinary share capital of Intertek;
"**Annual Incentive Plan**" or "**AIP**"	Intertek's annual bonus arrangements and associated Deferred Awards granted under the LTIP;
"**Articles of Association**"	the articles of association of Intertek from time to time;
"**ATIC**"	Assurance, Testing, Inspection and Certification;

"**Authorisations**"	authorisations, orders, grants, recognitions, determinations, certificates, confirmations, consents, licences, clearances, rulings, judgements, provisions and approvals, in each case, of a Third Party;
"**Awards**"	outstanding conditional awards over Intertek Shares granted under the Intertek Share Schemes from time to time;
"**Barclays**"	Barclays Bank PLC, acting through its Investment Bank;
"**Bid Conduct Agreement**"	the bid conduct agreement entered into between EQT, Luxinva and Mubadala on 18 June 2026;
"**Bidco**"	Isotope Bidco Limited, a private limited company incorporated in England and Wales with registered number 17264475;
"**Bidco Directors**"	the persons whose names are set out in paragraph 2.2 of Part VII (*Additional Information*) of this Document or, where the context so requires, the directors of Bidco from time to time;
"**Bidco Group**"	Bidco and its subsidiary undertakings;
"**Blocking Law**"	(i) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union); or (ii) any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996, as it forms part of assimilated UK law by virtue of the European Union (Withdrawal) Act 2018, as amended;
"**Business Day**"	a day, (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for business in London;
"**Buyout Awards**"	means any Awards granted or to be granted by Intertek to an Intertek employee under the DSP in connection with their recruitment to compensate for forfeited awards granted to the Intertek employee by their former employer;
"**CalPERS**"	California Public Employees' Retirement System;
"**CalPERS Responsible Person**"	the responsible person of CalPERS whose name is set out in paragraph 2.6 of Part VII (*Additional Information*) of this Document;
"**Cash Consideration**"	£60.00 in cash per Intertek Share;
"**certificated**" or "**in certificated form**"	a share or other security which is not in uncertificated form (that is, not in CREST);
"**CFIUS**"	has the meaning given in Condition 19 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**Clean Team Agreement**"	the clean team agreement entered into between EQT and Intertek dated 22 May 2026, as described in paragraph 9 of Part VII (*Additional Information*) of this Document;
"**Clean Team Agreement Joinders**"	the joinders to the Clean Team Agreement entered into by each of Platinum Ivy and Mubadala Holding on 2 June 2026;
"**Closing Price**"	the closing middle market quotations of a share on the trading day to which such price relates derived from information published by the London Stock Exchange;

“**CMA**”	the Competition and Markets Authority;
“**Companies Act**”	the Companies Act 2006, as amended from time to time;
“**Conditions**”	the conditions to the implementation of the Acquisition (including the Scheme) which are set out in Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
“**Confidentiality Agreement**”	the confidentiality agreement entered into between EQT and Intertek in relation to the Acquisition dated 17 May 2026, as described in paragraph 9 of Part VII (*Additional Information*) of this Document;
“**Confidentiality Agreement Joinders**”	the joinders to the Confidentiality Agreement entered into between EQT and each of Platinum Ivy and Mubadala Holding, dated 20 May 2026 and 22 May 2026 respectively;
“**Co-operation Agreement**”	the co-operation agreement entered into between Bidco and Intertek dated 18 June 2026, relating to, among other things, implementation of the Acquisition, as described in paragraph 9 of Part VII (*Additional Information*) of this Document;
“**Court**”	the High Court of Justice in England and Wales;
“**Court Meeting**”	the meeting(s) of the Scheme Shareholders convened with the permission of the Court pursuant to section 896 of the Companies Act, notice of which is set out in Part IX (*Notice of Court Meeting*) of this Document, for the purpose of considering and, if thought fit, approving the Scheme (with or without amendment) including any adjournment or postponement thereof;
“**Court Order**”	the order of the Court sanctioning the Scheme under Part 26 of the Companies Act;
“**Court Sanction Date**”	means the date on which the Court sanctions the Scheme under Part 26 of the Companies Act;
“**Court Sanction Hearing**”	the hearing of the Court of the application to sanction the Scheme under Part 26 of the Companies Act, including any adjournment or postponement thereof;
“**CREST**”	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear UK & International Limited is the Operator (as defined in such Regulations) in accordance with which securities may be held and transferred in uncertificated form;
“**CREST Applications Host**”	the communication hosting system operated by Euroclear;
“**CREST Manual**”	the CREST Manual published by Euroclear, as amended from time to time in accordance with the CREST Regulations;
“**CREST Proxy Instruction**”	has the meaning given to it on page 10 (*Action to be Taken*);
“**CREST Regulations**”	the Uncertificated Securities Regulations 2001 (SI 2001/3755) (including as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018), as amended from time to time (including by means of the Uncertificated Securities (amendment and EU Exit) Regulations 2019 (SI 2019/679));

"**CSN Nominee**"	Wealth Nominees Limited, a private limited company incorporated in England and Wales with company number 06744390;
"**Danish FDI Law**"	has the meaning given in Condition 14 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**DC Schemes**"	the defined contribution arrangements which Intertek operates;
"**DDTC**"	has the meaning given in Condition 20 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**Dealing Disclosure**"	an announcement pursuant to Rule 8 of the Takeover Code containing details of dealings in interests in relevant securities of a party to an offer;
"**Dechra**"	Dechra Pharmaceuticals plc;
"**Deferred Awards**"	means the deferred Awards granted under the DSP and/or LTIP, the vesting of which is not subject to performance conditions, excluding the Buyout Awards;
"**Deutsche Bank**"	Deutsche Bank AG, acting through its London branch;
"**Disclosed**"	information which has been fairly disclosed by or on behalf of Intertek: (a) in (i) the annual report and accounts of the Intertek Group for the 12 month period to 31 December 2025; or (ii) Intertek's Q1 2026 trading statement; (b) in the Announcement; (c) in any other public announcement by, or on behalf of, Intertek prior to the date of the Announcement; (d) in writing prior to the date of the Announcement by, or on behalf of, Intertek to EQT (or its respective officers, employees, agents or advisers in their capacity as such), including (without limitation) in the virtual data room operated on behalf of Intertek in respect of the Acquisition which EQT and/or its advisers were able to access on or prior to the Latest Practicable Date; or (e) in any filings made by Intertek with the Registrar of Companies in the last five years;
"**disclosure period**"	the period commencing on 16 April 2025 (being the date 12 months prior to the start of the Offer Period) and ending on 13 July 2026 (being the last practicable date prior to the publication of this Document);
"**Document**"	this document dated 15 July 2026 addressed to Intertek Shareholders containing the Scheme and an explanatory statement in compliance with section 897 of the Companies Act;
"**DPA**"	has the meaning given in Condition 19 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**DSP**"	means the Intertek Deferred Share Plan, as amended from time to time;

"**ECCTA**"	has the meaning given to it in Condition 29(A) of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**Effective**"	(a) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to and in accordance with its terms; or (b) if the Acquisition is implemented by way of a Takeover Offer (with the consent of the Panel, and subject to the terms of the Co-operation Agreement), the Takeover Offer having been declared or having become unconditional in accordance with the requirements of the Takeover Code;
"**Effective Date**"	the date on which the Acquisition becomes Effective in accordance with its terms;
"**ELTIP**"	means the Intertek Enhanced Long Term Incentive Plan, as amended from time to time;
"**ELTIP Awards**"	means the Awards granted under the ELTIP;
"**EQT**"	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;
"**EQT Group**"	EQT AB and its direct and indirect subsidiaries;
"**EQT Nexus**"	EQT Nexus Fund SICAV, acting in relation to its sub-fund "EQT Nexus Fund SICAV – ENXF SICAV – I";
"**EQT Nexus ELTIF**"	EQT Nexus Fund SICAV, acting in relation to its sub-fund "EQT Nexus Fund SICAV – NXTF ELTIF";
"**EQT Responsible Persons**"	the responsible persons of EQT whose names are set out in paragraph 2.3 of Part VII (*Additional Information*) of this Document;
"**EQT X EUR SCSp**"	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;
"**EQT X USD SCSp**"	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;
"**Euroclear**"	Euroclear UK & International Limited;
"**Excluded Shares**"	(a) any Intertek Shares registered in the name of, or beneficially owned by, Bidco or any other member of the Bidco Group (or any person as nominee for Bidco or any other member of the Bidco Group); or (b) any Intertek Shares held in treasury by Intertek, in each case at the Scheme Record Time;
"**Exclusivity and Standstill Agreements**"	the exclusivity and standstill agreements entered into between (a) EQT and Platinum Ivy on 2 April 2026; and (b) EQT and Mubadala Holding on 10 April 2026;

"**Explanatory Statement**"	the explanatory statement (in compliance with section 897 of the Companies Act) relating to the Scheme, as set out in this Document;
"**Facility A**"	has the meaning given in paragraph 8.1 of Part VII (*Additional Information*) of this Document;
"**Facility B**"	has the meaning given in paragraph 8.1 of Part VII (*Additional Information*) of this Document;
"**FATA**"	has the meaning given in Condition 12(A) of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**FCA**"	the Financial Conduct Authority of the United Kingdom, acting in its capacity as the competent authority for the purposes of FSMA;
"**Financial Covenants**"	has the meaning given in paragraph 8.1 of Part VII (*Additional Information*) of this Document;
"**Finco**"	Isotope Finco S.à r.l.
"**Forms of Proxy**"	either or both (as the context demands) of the BLUE Form of Proxy in relation to the Court Meeting and the WHITE Form of Proxy in relation to the General Meeting;
"**French FDI Law**"	has the meaning given in Condition 15 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**FSMA**"	the Financial Services and Markets Act 2000 (as it may have been, or may from time to time be, amended, modified, re-enacted or replaced);
"**FY25 Final Dividend**"	the final dividend of 107.7 pence per Intertek Share for the 2025 financial year (approved by Intertek Shareholders on 20 May 2026 and paid on 24 June 2026);
"**General Meeting**"	the general meeting of Intertek convened by the notice set out in Part X (*Notice of General Meeting*) of this Document, including any adjournment, postponement or reconvening therefore, to consider and, if thought fit, pass the Special Resolution;
"**Goldman Sachs**"	Goldman Sachs International;
"**HMRC**"	has the meaning given to it in Part VI (*United Kingdom Taxation*) of this Document;
"**holder**"	a registered holder and includes any person(s) entitled by transmission;
"**Initial Certain Funds Period**"	has the meaning given to it in paragraph 8.2 of Part VII (*Additional Information*);
"**Initial Closing Date**"	the first date on which both (a) the Acquisition Closing Date has occurred, and (b) the first utilisation under the Interim Term Facilities has occurred;
"**Interim Bridge Facility**"	has the meaning given to it in paragraph 8.2 of Part VII (*Additional Information*);
"**Interim Documents**"	means the Interim Facilities Agreement, any fee letter in connection with the Interim Facilities Agreement, any drawdown

	notice under the Interim Facilities Agreement, each security document in connection with the Interim Facilities Agreement and any other document designated as an ***Interim Document*** by the Interim Facility Agent and Finco;
"**Interim Facilities**"	has the meaning given to it in paragraph 8.2 of Part VII (*Additional Information*);
"**Interim Facilities Agent**"	has the meaning given to it in paragraph 8.2 of Part VII (*Additional Information*);
"**Interim Facilities Agreement**"	the interim loan agreement dated 18 June 2026 between Finco (as borrower), Midco (as parent), Barclays Bank PLC (as interim facility agent), Barclays Bank PLC (as interim security agent) and certain other financial institutions (as listed therein);
"**Interim Facility B**"	has the meaning given to it in paragraph 8.2 of Part VII (*Additional Information*);
"**Interim Lenders**"	means, as at the date of this Document, Barclays Bank PLC, Crédit Agricole Corporate and Investment Bank, Deutsche Bank AG, London Branch, and Morgan Stanley Bank AG;
"**Interim Revolving Facilities**"	has the meaning given to it in paragraph 8.2 of Part VII (*Additional Information*);
"**Interim Term Facilities**"	has the meaning given to it in paragraph 8.2 of Part VII (*Additional Information*);
"**Intertek**" or the "**Company**"	Intertek Group plc, a public limited company incorporated in England and Wales with registered number 04267576;
"**Intertek CSN**"	the nominee service operated by the CSN Nominee on behalf of Intertek to hold Intertek Shares in CREST on behalf of Intertek CSN Holders;
"**Intertek CSN Holders**"	the persons beneficially holding Intertek Shares through the Intertek CSN;
"**Intertek CSN Voting Notification**"	the notification to Intertek CSN Holders in respect of how to instruct the CSN Nominee to exercise the voting rights attached to the Intertek Shares held by the CSN Nominee on their behalf at the Court Meeting and General Meeting;
"**Intertek Directors**" or "**Intertek Board**"	the directors of Intertek, whose names are set out in paragraph 2.1 of Part VII (*Additional Information*) of this Document and "**Intertek Director**" means any of them;
"**Intertek Group**"	Intertek and its subsidiary undertakings from time to time and "**member of the Intertek Group**" shall be construed accordingly;
"**Intertek Profit Forecast**"	has the meaning given to it in Appendix 1 (*Intertek Profit Forecast*) of this Document;
"**Intertek Remuneration Policy**"	the Intertek directors' remuneration policy approved by Intertek Shareholders from time to time;
"**Intertek Share Schemes**"	the Intertek Long Term Incentive Plan, the Intertek Enhanced Long Term Incentive Plan and the Intertek Deferred Share Plan, in each case as amended from time to time;
"**Intertek Share Schemes Notices**"	has the meaning given to it in paragraph 6 of Part II (*Explanatory Statement*) of this Document;

"**Intertek Shareholders**"	the holders of Intertek Shares;
"**Intertek Shares**"	the ordinary shares of 1 pence each in the capital of Intertek;
"**intervened**"	if a Third Party has decided to take, institute, initiate, issue, enforce, implement or threaten any action, proceeding, suit, investigation, enquiry, injunction or reference or made, proposed, promulgated or enacted any statute, regulation, decision, law or order or taken any measures or other steps or required any action to be taken or information to be provided or otherwise having done anything (and "**intervene**" shall be construed accordingly);
"**Investment Canada Act**"	has the meaning given in Condition 13 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**Italian FDI Law**"	has the meaning given to it in Condition 16 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**ITAR**"	has the meaning given in Condition 20 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**Joint Defence Agreement**"	the joint defence agreement entered into between EQT, Intertek and their respective external counsel dated 22 May 2026;
"**J.P. Morgan Cazenove**"	J.P. Morgan Securities plc, which conducts its UK investment banking business as J.P. Morgan Cazenove;
"**Latest Practicable Date**"	13 July 2026, being the latest practicable date before publication of this Document;
"**London Stock Exchange**"	London Stock Exchange plc;
"**Long Stop Date**"	18 June 2027, or such later date as: (i) Bidco may specify, with the written agreement of Intertek or, in a competitive situation, with the Panel's consent; or (ii) the Panel may direct under the Note on Section 3 of Appendix 7 to the Takeover Code, and in each case as the Court may approve (if such approval is required);
"**LTIP**"	means the Intertek Long Term Incentive Plan, as amended from time to time;
"**LTIP Awards**"	means the Awards granted under the LTIP, excluding Deferred Awards granted under the LTIP;
"**Luxinva**"	Luxinva S.A.;
"**Luxinva Responsible Persons**"	the responsible persons of Luxinva whose names are set out in paragraph 2.4 of Part VII (*Additional Information*) of this Document;
"**Meetings**"	the Court Meeting and the General Meeting;
"**Midco**"	Isotope Midco S.à r.l.
"**Minister**"	has the meaning given in Condition 13(A) of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**Morgan Stanley**"	Morgan Stanley & Co. International plc;

"**Mubadala**"	ATIC Second International Investment Company LLC (a subsidiary of Mubadala PJSC);
"**Mubadala Holding**"	MDC Industry Holding Company LLC (a subsidiary of Mubadala PJSC);
"**Mubadala PJSC**"	Mubadala Investment Company P.J.S.C;
"**Mubadala Responsible Persons**"	the responsible persons of Mubadala whose names are set out in paragraph 2.5 of Part VII (*Additional Information*) of this Document;
"**Nominated Person**"	has the meaning given to it in each of Part IX (*Notice of Court Meeting*) and Part X (*Notice of General Meeting*) of this Document (as the context requires);
"**NPA**"	has the meaning given in paragraph 8.1 of Part VII (*Additional Information*) of this Document;
"**NSI Act**"	the National Security and Investment Act 2021;
"**Offer Document**"	should the Acquisition be implemented by means of the Takeover Offer, the document to be sent to Intertek Shareholders which will contain, among other things, the terms and conditions of the Takeover Offer;
"**Offer Period**"	the offer period (as defined in the Takeover Code) relating to Intertek which commenced on 16 April 2026;
"**Official List**"	the official list maintained by the FCA pursuant to Part 6 of FSMA;
"**Opening Position Disclosure**"	per Rule 8 of the Takeover Code, an announcement containing details of interests or short positions in, or rights to subscribe for, any relevant securities of a party to the offer if the person concerned has such a position;
"**Overseas Shareholders**"	Intertek Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom or the United States;
"**Panel**"	the UK Panel on Takeovers and Mergers;
"**PJT Partners**"	PJT Partners (UK) Limited;
"**Platinum Ivy**"	Platinum Ivy B 2018 RSC Limited;
"**PRA**"	the Prudential Regulation Authority;
"**Private Placement Notes**"	has the meaning given in paragraph 8.1 of Part VII (*Additional Information*) of this Document;
"**Register**"	the register of members of Intertek;
"**Registrar**" or "**Equiniti**"	Equiniti Limited;
"**Registrar of Companies**"	the Registrar of Companies in England and Wales;
"**Regulation**"	has the meaning given in Condition 6 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**Regulatory Conditions**"	the Conditions set out in paragraphs 3 to 23 (inclusive) of Part A of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;

"**Regulatory Information Service**"	any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements;
"**Release Date**"	has the meaning given to it in sub-clause 1(B) of Part IV (*The Scheme of Arrangement*) of this Document;
"**Replacement Awards**"	has the meaning given to it in paragraph 6 of Part II (*Explanatory Statement*) of this Document;
"**Replacement ELTIP Awards**"	has the meaning given to it in paragraph 6 of Part II (*Explanatory Statement*) of this Document;
"**Replacement LTIP Awards**"	has the meaning given to it in paragraph 6 of Part II (*Explanatory Statement*) of this Document;
"**Restricted Jurisdiction**"	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available to Intertek Shareholders in that jurisdiction;
"**Sanctioned Country**"	any country or territory that is the target of any comprehensive country or territory-wide Sanctions (being Sanctions which generally prohibit all dealing with persons in such country or territory) which countries and territories, as at the Latest Practicable Date, are Cuba, Iran, North Korea, the Crimea and the separatist-controlled portions of the Luhansk and Donetsk regions of Ukraine;
"**Sanctioned Person**"	any person or entity that is: (i) listed or referred to on any Sanctions List; (ii) resident in, ordinarily located in, or incorporated or domiciled under the laws of any Sanctioned Country; (iii) owned or controlled by a person or persons referred to in (i) or (ii); or (iv) otherwise specifically targeted by any Sanctions;
"**Sanctioned Shareholder**"	any person holding a direct or indirect interest in Scheme Shares who is the subject of Sanctions that impose restrictions or prohibitions on (i) dealing in any Intertek Shares which such person (directly or indirectly, including as a custodian or nominee) owns, holds or controls, or (ii) dealing in any consideration payable by Bidco for the Scheme Shares to or for the benefit of such person (including, without limitation, accepting, receiving, holding or transferring such consideration);
"**Sanctions**"	any economic or financial sanctions laws or regulations, as amended from time to time, administered, enacted or enforced by: (i) the United Kingdom; (ii) the European Union or any member state thereof; (iii) the United States; (iv) the United Nations; or (v) any other jurisdiction applicable to and binding on Bidco, EQT or Intertek;
"**Sanctions Affected Shares**"	has the meaning given in clause 1(B) of Part IV (*The Scheme of Arrangement*) of this Document;
"**Sanctions Authority**"	the governmental and regulatory authorities and institutions responsible for the implementation and/or enforcement of financial and economic sanctions in each of: (i) the United Kingdom; (ii) the European Union or any member state thereof; (iii) the United States; (iv) the United Nations; and (v) any other jurisdiction where such jurisdiction's laws are applicable to and binding on Intertek or Bidco;

"**Sanctions Licence**"	a licence, consent or other authorisation, or a written confirmation, made or issued by a Sanctions Authority pursuant to, or in connection with, Sanctions;
"**Sanctions List**"	the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions maintained by the European Commission, the UK Sanctions List maintained by the UK Foreign, Commonwealth & Development Office, or any other public list of persons targeted by Sanctions maintained by, or public announcement of Sanctions designation made by, any governmental or regulatory authority that administers, enacts or enforces Sanctions;
"**Scheme**" or "**Scheme of Arrangement**"	the scheme of arrangement proposed to be made under Part 26 of the Companies Act between Intertek and the Scheme Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Intertek and Bidco;
"**Scheme Document**"	this circular dated 15 July 2026 addressed to Intertek Shareholders containing the Scheme and an explanatory statement in compliance with section 897 of the Companies Act;
"**Scheme Record Time**"	6.00 p.m. on the Business Day immediately following the date of the Court Sanction Hearing (or such later time as Intertek and Bidco may agree and that (if so required) the Court may allow);
"**Scheme Shareholders**"	holders of Scheme Shares;
"**Scheme Shares**"	all Intertek Shares: (a) in issue as at the date of this Document; (b) (if any) issued after the date of the Scheme Document and prior to the Voting Record Time; and (c) (if any) issued on or after the Voting Record Time and before the Scheme Record Time, either on terms that the original or any subsequent holders thereof shall be bound by the Scheme or in respect of which the holders thereof shall have agreed in writing to be bound by the Scheme, and, in each case, remaining in issue at the Scheme Record Time but excluding any Excluded Shares;
"**SDRT**"	means UK stamp duty reserve tax;
"**Special Resolution**"	the special resolution to be proposed at the General Meeting necessary to facilitate the implementation of the Scheme, including, without limitation, the amendment of the Articles of Association by the adoption and inclusion of a new article under which any Intertek Shares allotted, issued or transferred after the Scheme Record Time shall be automatically transferred to Bidco (or as it may direct) (and, where applicable, for consideration to be paid to the transferee or to the original recipient of the Intertek Shares so transferred or issued) on the same terms as the Acquisition (other than terms as to timings and formalities) and as set out in full in Part X (*Notice of General Meeting*) of this Document;

"**Strategic Evaluation**"	has the meaning given in paragraph 4 of Part I (*Letter from the Chair of Intertek*) of this Document;
"**Strategic Review**"	the strategic review announced by Intertek on 14 April 2026;
"**Strategic Review Announcement**"	has the meaning given to it in Appendix 1 (*Intertek Profit Forecast*) of this Document;
"**Swedish FDI Act**"	has the meaning given in Condition 17 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**Substantial Interest**"	a direct or indirect interest in 20 per cent. or more of the voting equity capital of an undertaking;
"**Swiss DB Scheme**"	AXA BVG Foundation Suisse Romande, Winterthur Swiss Life Collective BVG Foundation Intertek (Schweiz) AG;
"**Takeover Code**"	the City Code on Takeovers and Mergers (as amended from time to time);
"**Takeover Offer**"	if (subject to the consent of the Panel) Bidco elects to effect the Acquisition by way of a takeover offer (as defined in Chapter 3 of Part 28 of the Companies Act), the offer to be made by or on behalf of Bidco to acquire the issued and to be issued ordinary share capital of Intertek on the terms and subject to the conditions to be set out in the related Offer Document;
"**TCB**"	has the meaning given in Condition 9 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**Third Party**"	any central bank, government, government department or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, agency, association, organisation, arbitrator, arbitral tribunal, institution, authority (including any national, supranational, federal, state, municipal or other governmental authority, entity, agency, commission, court or instrumentality (or other sub-division thereof) exercising executive, legislative, judicial, regulatory or administrative functions) or professional or environmental body or any other person or body of an equivalent nature to the foregoing in any relevant jurisdiction, including, for the avoidance of doubt, the Panel;
"**Total Value**"	together, the Cash Consideration and the FY25 Final Dividend;
"**treasury shares**"	any Intertek Shares held by Intertek as treasury shares (within the meaning of the Companies Act);
"**Turkish Competition Act**"	has the meaning given in Condition 9 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**Turkish Merger Communiqué**"	has the meaning given in Condition 9 of Part III (*Conditions to the Implementation of the Scheme and to the Acquisition*) of this Document;
"**UK**" or "**United Kingdom**"	the United Kingdom of Great Britain and Northern Ireland;
"**UK DB Scheme**"	the Intertek Pension Scheme;

"**UK Listing Rules**"	the listing rules made by the FCA under Part VI of FSMA and contained in the publication of the same name, as amended from time to time or (as applicable) any set of rules and regulations replacing the same from time to time;
"**uncertificated**" or "**in uncertificated form**"	a share or other security, title to which is recorded in the relevant register of the share or security as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST;
"**Unconditional Date**"	has the meaning given to it in paragraph 8.2 of Part VII (*Additional Information*);
"**United States of America**", "**United States**" or "**US**"	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia, and all other areas subject to its jurisdiction and any political sub-division thereof;
"**USD Facilities**"	has the meaning given in paragraph 8.1 of Part VII (*Additional Information*) of this Document;
"**US Exchange Act**"	the US Securities Exchange Act of 1934 as amended, and the rules and regulations promulgated thereunder;
"**US Securities Act**"	the US Securities Act of 1933, as amended, and rules and regulations promulgated thereunder;
"**Voting Record Time**"	6.30 p.m. on the day which is two Business Days prior to the date of the Court Meeting and the General Meeting or, if the Court Meeting and/or the General Meeting is adjourned or postponed, 6.30 p.m. on the day which is two Business Days before the day of such adjourned or postponed Meeting;
"**Wider Bidco Group**"	Bidco and the subsidiaries and subsidiary undertakings of Bidco and associated undertakings (including any joint venture, partnership, firm or company in which any member of the Bidco Group is interested or any undertaking in which Bidco and such undertakings (aggregating their interests) have a Substantial Interest); and
"**Wider Intertek Group**"	Intertek and the subsidiaries and subsidiary undertakings of Intertek and associated undertakings (including any joint venture, partnership, firm or company in which any member of the Intertek Group is interested or any undertaking in which Intertek and such undertakings (aggregating their interests) have a Substantial Interest).

For the purposes of this Document:

- the terms "subsidiary", "subsidiary undertaking", "undertaking", "associated undertaking" have the meanings given by the Companies Act;
- all references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom;
- references to the singular include the plural and vice versa; and
- all times referred to are London time unless otherwise stated.

PART IX

NOTICE OF COURT MEETING

IN THE HIGH COURT OF JUSTICE **CR-2026-004366**

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)

IN THE MATTER OF INTERTEK GROUP PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that, by an order dated 13 July 2026 made in the above matters, the Court has given permission for a meeting (the "**Court Meeting**") to be convened of the holders of Scheme Shares as at the Voting Record Time (each as defined in the Scheme of Arrangement (defined below)) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement proposed to be made pursuant to Part 26 of the Companies Act 2006 (the "**Act**") between Intertek Group plc (the "**Company**") and the holders of Scheme Shares (the "**Scheme**") and that such meeting will be held at Marlborough Theatre, No. 11 Cavendish Square, London W1G 0AN at 10.00 a.m. (London time) on 6 August 2026 at which place and time all holders of Scheme Shares are requested to attend.

Unless the context requires otherwise, any capitalised term used but not defined in this Notice of Court Meeting shall have the meaning given to such term in the Document of which this Notice of Court Meeting forms part.

At the Court Meeting, the following resolution will be proposed:

> "THAT the scheme of arrangement dated 15 July 2026 (the "**Scheme**"), between the Company and the Scheme Shareholders (as each term is defined in the Scheme), a copy of which has been produced to this meeting and, for the purposes of identification, initialled by the Chair of this meeting, in its original form or with or subject to any modification, addition or condition agreed by the Company and Bidco (as defined in the Scheme) and approved or imposed by the Court, be approved and the directors of the Company be authorised to take all such actions as they may consider necessary or appropriate for carrying the Scheme into effect."

A copy of the Scheme and a copy of the explanatory statement required to be published pursuant to section 897 of the Act are incorporated in the Document of which this Notice of Court Meeting forms part.

Voting on the resolution to approve the Scheme of Arrangement will be by way of poll, which shall be conducted as the Chair of the Court Meeting may determine. For the Court Meeting (or any adjournment thereof) to be properly convened, a quorum of two persons entitled to vote on the business to be transacted, each being a Scheme Shareholder, the proxy of a Scheme Shareholder or (where the Scheme Shareholder is a corporation) a duly authorised representative must be present.

Holders of Scheme Shares may vote in person at the meeting or they may appoint another person as their proxy to attend, speak and vote in their stead at the Court Meeting. A proxy need not be a member of the Company but must attend the Court Meeting. A holder of Scheme Shares may appoint more than one proxy in relation to the Court Meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that holder.

It is important that, for the Court Meeting, as many votes as possible are cast, so that the Court may be satisfied that there is a fair and reasonable representation of the opinion of Scheme Shareholders. Scheme Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting as soon as possible, using any of the methods set out below, to ensure your vote is recorded. Doing so will not prevent you from attending, speaking and voting in person at the Court Meeting if you wish and are entitled to do so. In the event of a poll on which you vote in person, your proxy vote will be excluded.

For the avoidance of doubt, and notwithstanding any other provision contained in this Notice of Court Meeting, no Sanctioned Shareholder will be entitled to vote at the Court Meeting or

appoint a proxy to exercise all or any of such Sanctioned Shareholder's right to vote on their behalf at the Court Meeting.

A BLUE Form of Proxy for use at the Court Meeting is enclosed with this Notice of Court Meeting. Holders of Scheme Shares held through CREST may also appoint a proxy or proxies using CREST by following the instructions set out on pages 10 to 11 and pages 37 to 38 of the Document of which this Notice of Court Meeting forms part. Completion and return of a BLUE Form of Proxy, or the appointment of proxies through CREST, electronically via www.shareview.co.uk or the Proxymity platform (for institutional investors only), will not preclude a holder of Scheme Shares from attending and voting in person at the Court Meeting, or any adjournment thereof.

It is requested that BLUE Forms of Proxy (together with any power of attorney or other authority under which they are signed) be returned to the Company's Registrars, Equiniti, at Highdown House, Yeoman Way, Worthing, West Sussex BN99 6DA by post, courier or hand (or in accordance with the instructions printed on the BLUE Form of Proxy enclosed with this Notice of Court Meeting) so as to be received by Equiniti not later than 10.00 a.m. on 4 August 2026, or, if the Court Meeting is adjourned or postponed, not less than 48 hours before the time of such adjourned or postponed meeting (excluding any part of such 48 hour period falling on a non-working day) but, if BLUE Forms of Proxy are not so returned, they may be presented in person to the Company's Registrars, Equiniti, or to the Chair of the meeting (or scanned and emailed to Equiniti at the following address: proxyvotes@equiniti.com) at any time before the commencement of the Court Meeting (or any adjournment or postponement thereof).

As an alternative to appointing a proxy, any Scheme Shareholder which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all its powers as a member, provided that if two or more corporate representatives purport to vote in respect of the same shares, if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way, and in other cases the power is treated as not exercised. Only one corporate representative is to be counted in determining whether under section 899(1) of the Act a majority in number of the Scheme Shareholders approved the Scheme. The Chair of the Court Meeting may require a corporate representative to produce to Equiniti his/her written authority to attend and vote at the Court Meeting at any time before the start of the Court Meeting. The representative shall not be entitled to exercise the powers conferred on them by the Scheme Shareholder until any such demand has been satisfied.

In the case of joint holders of Scheme Shares the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holder(s) and, for this purpose, seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding (the first being the most senior). If you are an institutional investor, Forms of Proxy may alternatively be submitted electronically via the Proxymity platform by visiting www.proxymity.io. For an electronic proxy appointment to be valid, the appointment must be lodged no later than 10.00 a.m. on 4 August 2026.

Entitlement to attend, speak and vote at the Court Meeting or any adjournment thereof and the number of votes which may be cast thereat will be determined by reference to the register of members of the Company at 6.30 p.m. on 4 August 2026 or, if the Court Meeting is adjourned or postponed, 6.30 p.m. on the day which is two Business Days before the day of such adjourned or postponed meeting (excluding any part of such 48 hour period falling on a non-working day). In each case, changes to the register of members of the Company after such time shall be disregarded for these purposes.

By the said order, the Court has appointed Steven Mogford, or failing him, any director of the Company to act as Chair of the Court Meeting and has directed the Chair to report the result of the Court Meeting to the Court.

The Scheme of Arrangement will be subject to the subsequent sanction of the Court.

Dated 15 July 2026

SLAUGHTER AND MAY
One Bunhill Row
London EC1Y 8YY

Solicitors for the Company

Notes:

1. Any person to whom this notice is sent who is a person nominated under section 146 of the Act to enjoy information rights (a "**Nominated Person**") may, under an agreement between him/her and the member by whom he/she was nominated have a right to be appointed (or to have someone else appointed) as a proxy for the Court Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the member as to the exercise of voting rights.
2. The statement of rights of Scheme Shareholders in relation to the appointment of proxies described in this Notice of Court Meeting does not apply to Nominated Persons. Such rights can only be exercised by Scheme Shareholders.

PART X

NOTICE OF GENERAL MEETING

INTERTEK GROUP PLC

(Registered in England and Wales with registered number 04267576)

Notice is hereby given that a General Meeting of Intertek Group plc (the "**Company**") will be held at Marlborough Theatre, No. 11 Cavendish Square, London W1G 0AN at 10.15 a.m. (London time) on 6 August 2026 (or as soon thereafter as the Court Meeting (as defined in Part VIII (*Definitions*) of the Document of which this Notice of General Meeting forms part) convened by an order of the High Court of Justice in England and Wales for the same place and date concludes or is adjourned or postponed) for the purpose of considering and, if thought fit, passing the following resolution, which shall be proposed as the Special Resolution.

Unless the context requires otherwise, any capitalised term used but not defined in this Notice of General Meeting shall have the meaning given to such term in the Document of which this Notice of General Meeting forms part.

SPECIAL RESOLUTION

THAT:

1. for the purpose of giving effect to the scheme of arrangement dated 15 July 2026 (as may be amended or supplemented) (the "**Scheme**") between the Company and the holders of Scheme Shares (as defined in the Scheme), a copy of which has been produced to this General Meeting and, for the purposes of identification, signed by the Chair of this meeting, in its original form or with or subject to any modification, addition, or condition as may be agreed between the Company and Isotope Bidco Limited and approved or imposed by the High Court of Justice in England and Wales (the "**Court**"):

   (A) the directors of the Company (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and

   (B) with effect from the passing of this resolution, the Articles of Association of the Company be and are hereby amended by the adoption and inclusion of the following new Article 163:

"**163. SCHEME OF ARRANGEMENT**

163.1 In this article 163, references to the "Scheme" are to the scheme of arrangement dated 15 July 2026 between the Company and the holders of Scheme Shares (as defined in the Scheme) under Part 26 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition agreed by the Company and Isotope Bidco Limited ("**Bidco**", which expression includes any other name which Bidco may adopt from time to time) and which the Court (as defined in the Scheme) may approve or impose and (save as defined in this article 163) terms defined in the Scheme or, if not so defined in the Scheme, defined in the circular dated 15 July 2026 containing the explanatory statement required pursuant to section 897 of the Companies Act 2006 and circulated with the Scheme, shall have the same meanings where used in this article 163.

163.2 Notwithstanding any other provision(s) of these articles or the terms of any resolution, whether ordinary or special, passed by the Company in a general meeting, if the Company issues or transfers out of treasury any shares (other than to Bidco and/or its nominees) on or after the date of the adoption of this article 163 (including in satisfaction of the vesting of an award under one of the Intertek Share Schemes) and at or prior to the Scheme Record Time, such shares shall be issued, transferred or registered subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the original or any subsequent holder or holders of such shares shall be bound by the Scheme accordingly.

163.3 Notwithstanding any other provision of these articles and provided the Scheme has become Effective, if any shares in the Company are issued or transferred out of treasury or transferred pursuant to article 163.4 below to any person (other than under the Scheme or to Bidco and/or its nominee(s)) (a "**New Member**") after the Scheme Record Time (including in satisfaction of the vesting of an Award under one of the Intertek Share Schemes), such shares (the "**Disposal Shares**") shall be issued or transferred on terms that they shall be immediately transferred (on the Effective Date or, if later, on the issue or transfer (but subject to articles 163.4 and 163.5) to Bidco and/or its nominee(s) (as Bidco may otherwise direct) (the "**Purchaser**"), who shall be obliged to acquire each Disposal Share in consideration of and conditional upon the payment by or on behalf of the Purchaser to the New Member of an amount in cash for each Disposal Share equal to the consideration to which a New Member would have been entitled had such Disposal Share been a Scheme Share.

163.4 Any New Member (other than, for the avoidance of doubt, a person who becomes a New Member by virtue of a transfer pursuant to this article 163.4) may, prior to the issue or transfer of any Disposal Shares to the New Member pursuant to the satisfaction of an Award under one of the Intertek Share Schemes, give not less than two Business Days' written notice to the Company in such manner as the board shall prescribe of his or her intention to transfer some or all of such Disposal Shares to his or her spouse or civil partner and may, if such notice has been validly given, on such Disposal Shares being issued or transferred to him or her, immediately transfer to his or her spouse or civil partner any such Disposal Shares, provided that such Disposal Shares (including both legal and beneficial ownership thereof) will then be immediately transferred to the Purchaser pursuant to article 163.3). If notice has been validly given pursuant to this article 163.4 but the New Member does not immediately transfer to his or her spouse or civil partner the Disposal Shares in respect of which notice was given, such shares will be transferred to the Purchaser pursuant to article 163.3). If notice is not given pursuant to this article 163.4, both the legal and beneficial ownership of the Disposal Shares will be immediately transferred to the Purchaser pursuant to article 163.3 above.

163.5 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date, the value of the consideration per Disposal Share to be paid under article 163.3) shall be adjusted by the Company in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this article 163 to shares in the Company shall, following such adjustment, be construed accordingly.

163.6 Notwithstanding article 163.3, no right, title or interest in any Disposal Shares held directly or indirectly by or on behalf of a New Member who is, or whom Bidco reasonably believes to be, a Sanctioned Shareholder (which definition for the purposes of this article 163 shall refer to a holder of Disposal Shares rather than a holder of Scheme Shares), shall be transferred to Bidco on the Effective Date or, if later, on the issue or transfer of such Disposal Shares where such a transfer would cause any person to violate Sanctions, or be exposed to a reasonable risk of being targeted as a Sanctioned Person (such Disposal Shares being "**Sanctions Affected Disposal Shares**") and such Sanctions Affected Disposal Shares shall only be transferred in accordance with article 163.7.

163.7 Subject to the Scheme becoming Effective, the Sanctions Affected Disposal Shares of any Sanctioned Shareholder (or shareholder whom Bidco reasonably believes to be a Sanctioned Shareholder, as the case may be) shall be transferred to Bidco (or such of its nominee(s) as are agreed between Intertek and Bidco) as soon as practicable upon the earlier of: (i) the date on which each direct and indirect interest holder in such Disposal Shares ceases to be a Sanctioned Shareholder; (ii) the date on which Bidco no longer reasonably believes each direct and indirect interest holder in such Disposal Shares to be a Sanctioned Shareholder; or (iii) the date on which all necessary Sanctions Licences have been made or issued which ensure that no person will violate any Sanctions or be exposed to a reasonable risk of being targeted as a Sanctioned Person as a consequence of Bidco (or its nominee(s)) acquiring such Disposal Shares (such date being, for each such Sanctioned Shareholder, their relevant "**Release Date**").

163.8 Subject to the Scheme becoming Effective, the rights and entitlements which would otherwise be exercisable in respect of or attach to any Disposal Shares held directly or indirectly by or on behalf of a Sanctioned Shareholder shall not be exercisable or apply in respect of such Disposal Shares until such time as the Disposal Shares are transferred to Bidco (or its nominee(s)) pursuant to article 163.7 and the register of members of the Company is updated to reflect such transfer, including, without limitation:

163.8.1 the right to receive notices of, or the right to be present at or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll or to exercise any other right conferred by membership in relation to such meeting or poll, and any votes purported to be cast by or on behalf of such Sanctioned Shareholder in respect of such Disposal Shares will be disregarded;

163.8.2 the right to receive notices or documents (including, without limitation, share certificates, annual reports, accounts and resolutions) from or in respect of the Company;

163.8.3 save for any transfer pursuant to article 163.7, the right to transfer such Disposal Shares or have such transfer registered and any purported transfer of such Disposal Shares will be void;

163.8.4 the right to a further issuance of shares in respect of any such Disposal Shares or in pursuance of an offer made to the holders of shares in the Company; and

163.8.5 for any sums payable by the Company in respect of such Disposal Shares, including in respect of dividends or other distributions paid by the Company, after the Effective Date, an amount equivalent to any such sum shall be transferred to an account to be held in a manner compliant with Sanctions. Such transfer shall constitute full and final settlement of Bidco's and the Company's obligations in respect of any such sum and no interest shall be paid or payable to any person in respect of such sum.

163.9 In respect of any Disposal Shares transferred to Bidco in accordance with article 163.7 on and with effect from the Release Date:

163.9.1 any consideration payable for the transfer of the Disposal Shares pursuant to the terms of article 163.8 above shall be paid to the relevant holder of such Disposal Shares in accordance with their entitlements (provided that if any Sanctions would prohibit such payments, or such payments would otherwise cause a person to violate any Sanctions, or expose a person to a reasonable risk of being targeted as a Sanctioned Person, such amounts shall not be paid until (A) such Sanctions no longer prohibit or restrict such payments; or (B) Sanctions Licences have been obtained which ensure that no person will violate any Sanctions or be exposed to a reasonable risk of being targeted as a Sanctioned Person as a consequence of such payments being made); and

163.9.2 Bidco shall receive an amount equal to the amount of all dividends and other distributions (if any) and any return of capital (whether by reduction of share capital or share premium account or otherwise) announced, authorised, declared, made, and paid in respect of such Disposal Shares by reference to a record date falling on or after the Effective Date and prior to the Release Date, which has been withheld in compliance with Sanctions.

163.10 To give effect to any transfer of Disposal Shares required pursuant to article 163.3, 163.4 and/or 163.7, the Company may appoint any person as attorney and/or agent for the New Member to transfer the Disposal Share(s) to the Purchaser and to do all such other things and execute and deliver all such documents (whether as deeds or otherwise) as may, in the opinion of such attorney and/or agent, be necessary or desirable to vest the Disposal Shares in the Purchaser and, pending such vesting, to exercise all such rights attaching to the Disposal Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that such attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Disposal Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form or forms of transfer or other instrument or instruction of transfer (whether as a deed or otherwise) on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give good receipt for the consideration for the Disposal Shares and may register the Purchaser as holder thereof and issue to it certificate(s) for the same. The Company shall not be obliged to issue a certificate to the New Member for any Disposal Shares. The Purchaser shall settle the consideration due to the New Member pursuant to article 163.3 by sending a cheque drawn on the branch of a clearing bank in the United Kingdom or an electronic payment (or procuring that such a cheque or electronic payment is sent) in favour of the New Member (or any subsequent holder), or by any other method communicated by the Purchaser to the New Member (or subsequent holder), for the purchase price of such Disposal Shares as soon as practicable and in any event within 14 days of the date on which the Disposal Shares are issued or transferred or transferred to the New Member (other than in respect of any Disposal Shares held by a Sanctioned Shareholder, in respect of which consideration shall be settled in accordance with article 163.9).

163.11 Notwithstanding any other provision of these articles, neither the Company nor the directors shall register the transfer of any shares effected between the Scheme Record Time and the Effective Date other than to the Purchaser pursuant to the Scheme.

163.12 If the Scheme shall not have become Effective by 11.59 p.m. on 18 June 2027 (or such later date if any, as may be agreed in writing by Bidco and the Company (with the Panel's consent and as the Court may allow (if such approval(s) are required)), this article 163 shall be of no effect."

15 July 2026

By Order of the Board
Ida Woodger
Group Company Secretary

Registered Office: Intertek Group plc
33 Cavendish Square
London
W1G 0PS
United Kingdom

Registered in England and Wales No. 04267576

Notes:

1. In order for the Special Resolution above to be passed, it must be approved by not less than 75 per cent. of the votes cast by those entitled to vote (in person or by proxy).
2. Intertek Shareholders are entitled to appoint a proxy to exercise any of their rights to attend and to speak and vote on their behalf at the General Meeting. A proxy need not be a member of the Company. An Intertek Shareholder may appoint more than one proxy in relation to the General Meeting provided that each proxy is entitled to exercise the rights attached to a different share or shares held by that shareholder.
3. A WHITE Form of Proxy is enclosed for use at this General Meeting and should be completed in accordance with the notes thereon. To be valid, a completed Forms of Proxy (together with any power of attorney or other authority pursuant to which the appointment of proxy is made, or a copy of such document certified by a notary or certified in some other way approved by the Board) must be received by the Company's Registrars, Equiniti, at Highdown House, Yeoman Way, Worthing, West

Sussex BN99 6DA not later than 10.15 a.m. on 4 August 2026 (or if the General Meeting is adjourned or postponed, at least 48 hours before the start of the adjourned or postponed meeting (excluding any part of such 48 hour period falling on a non-working day)). Intertek Shareholders with Intertek Shares held through CREST may also appoint a proxy or proxies using CREST by following the instructions set out on pages 10 to 11 and pages 37 to 38 of this Document.

4. The return of a completed Form of Proxy, other such instrument or any CREST Proxy Instruction or the appointment of proxies electronically will not prevent a holder of Intertek Shares from attending and voting in person at the General Meeting (or any adjournment or postponement thereof) if he/she wishes to do so. Intertek Shareholders must inform the Company's Registrars, Equiniti, in writing of any termination of the authority of a proxy.

5. Any person to whom this Notice of General Meeting is sent who is nominated under section 146 of the Companies Act 2006 to enjoy information rights (a "**Nominated Person**") may, under an agreement between him/her and the Intertek Shareholder by whom he/she was nominated have a right to be appointed (or to have someone else appointed) as a proxy for the General Meeting. If a Nominated Person has no such proxy appointment right or does not wish to exercise it, he/she may, under any such agreement, have a right to give instructions to the member as to the exercise of voting rights.

6. The statement of rights of Intertek Shareholders in relation to the appointment of proxies described in these notes does not apply to Nominated Persons. Such rights can only be exercised by Intertek Shareholders. Nominated Persons are reminded that they should contact the registered holder of their shares (and not the Company) on matters relating to their investment in the Company.

7. Intertek Shareholders who hold shares in uncertificated form through CREST and who wish to appoint a proxy or proxies for the General Meeting (or any adjournment(s) or postponement(s) thereof) by using the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual (available at https://my.euroclear.com). CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service providers, who will be able to take the appropriate action on their behalf.

8. In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a 'CREST Proxy Instruction') must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the Company's agent (ID RA19) not later than 10.15 a.m. on 4 August 2026 (or, if the meeting is adjourned or postponed, not later than 48 hours before the adjourned or postponed meeting (excluding any part of such 48 hour period falling on a non-working day)). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the Company's agent (ID RA19) is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

9. Intertek Shareholders may register the appointment of a proxy electronically by logging on to www.shareview.co.uk and logging in to their Shareview Portfolio. Once you have logged in, simply click 'View' on the 'My Investments' page and then click on the link to vote and follow the on-screen instructions. If you have not yet registered for a Shareview Portfolio, go to www.shareview.co.uk and enter the requested information. It is important that you register for a Shareview Portfolio with enough time to complete the registration and authentication processes. A proxy appointment made electronically, and voting instructions via Shareview, (together with any power of attorney or other authority pursuant to which the appointment of proxy is made, or a copy of such document certified by a notary or certified in some other way approved by the Board) will not be valid if not received by Equiniti after 10.15 a.m. on 4 August 2026 (or, if the meeting is adjourned or postponed, not later than 48 hours before the adjourned or postponed meeting (excluding any part of such 48 hour period falling on a non-working day)).

10. Intertek Shareholders who hold shares through CREST (and, where applicable, their CREST sponsors or voting service providers) should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the Intertek Shareholders, who hold shares through CREST, to take (or, if the CREST shareholder is a CREST personal shareholder or sponsored shareholder or has appointed a voting service provider, to procure that their CREST sponsor or voting service provider takes) such action as will be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST shareholders (and, where applicable, their CREST sponsors or voting service providers) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

11. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

12. If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by Intertek and approved by Intertek's Registrars, Equiniti. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged not later than 48 hours (excluding any part of such 48 hour period falling on a non-working day) before the time fixed for the relevant Meeting (as set out above) or any adjournment or postponement thereof in order to be considered valid. Before you can appoint a proxy via this process, you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy.

13. At the General Meeting voting on the Special Resolution will be by poll rather than a show of hands. A 'Vote withheld' option is provided on the Form of Proxy accompanying this Notice of General Meeting, the purpose of which is to enable Intertek Shareholders to abstain from voting on the Special Resolution. It should be noted that a vote withheld is not a vote in law and will not be counted in the calculation of the proportion of votes 'For' and 'Against' the Special Resolution.

14. As at the Latest Practicable Date, the Company's issued share capital consisted of 153,931,794 ordinary shares of 1 pence each. The Company does not hold any shares in treasury, therefore the current total number of voting rights in Intertek as at the Latest Practicable Date is 153,931,794.

15. Only those Intertek Shareholders registered in the Company's register of members as at 6.30 p.m. on the day which is two Business Days prior to the date of the Court Meeting or, if the Court Meeting is adjourned or postponed, 6.30 p.m. on the day which is two Business Days before the date of such adjourned or postponed meeting shall be entitled to attend and vote at this General Meeting.

16. Any Intertek Shareholder attending the General Meeting in person or by proxy has the right to ask questions. The Company must cause to be answered any such question relating to the business being dealt with at the General Meeting but no such answer need be given if: (a) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information; (b) the answer has already been given on a website in the form of an answer to a question; or (c) it is undesirable in the interests of the Company or the good order of the General Meeting that the question be answered. Shareholders are reminded that unacceptable behaviour will not be tolerated at the meeting and will be dealt with appropriately by the Chair. Intertek Shareholders may also send any questions about the business of the General Meeting in advance of the Meeting by email to investor@intertek.com or by sending questions to the Group Company Secretary at Intertek Group plc, 33 Cavendish Square, London, W1G 0PS, United Kingdom. Questions must be received no less than 48 hours before the start of the General Meeting (or any adjournment or postponement thereof). Please include your full name and Shareholder Reference Number in your email or letter. We will provide answers to all pre-submitted questions by responding directly to the shareholder who has raised a question.

17. If you have any questions about the General Meeting, or are in any doubt as to how to complete and return the Forms of Proxy or to submit your proxies electronically, please contact Intertek's Registrars, Equiniti, by calling the Shareholder Helpline between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday (except UK public holidays) on +44 (0) 371 384 2050 (please use the country code if calling from outside the UK). Calls from outside the UK will be charged at the applicable international rate. Different charges may apply to calls made from mobile telephones. Please note that calls to Equiniti may be monitored or recorded and no advice on the Acquisition or its merits, nor any legal, taxation or financial advice, can be given.

18. Any corporation which is an Intertek Shareholder can appoint one or more corporate representatives who may exercise on its behalf all of its powers as an Intertek Shareholder, provided that they do not do so in relation to the same shares.

19. In the case of joint holders of ordinary shares the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the other joint holder(s) and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.

20. Intertek Shareholders may not use any electronic address provided in either this Notice of General Meeting or any related documents (including the enclosed Form of Proxy) to communicate with the Company for any purposes other than those expressly stated.

21. If you have sold or otherwise transferred all of your Intertek Shares, please forward this Document, together with the accompanying Form of Proxy, as soon as possible to the purchaser or transferee or to the person who arranged the sale or transfer so they can pass these documents to the person who now holds the shares. However, such documents should not be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws of such jurisdiction.

22. A copy of the Document, including this Notice of General Meeting, and other information required by section 311A of the Companies Act 2006, is available on Intertek's website at www.intertek.com/investors/.

23. A copy of the Articles of Association as proposed to be amended by the Special Resolution is available for inspection on Intertek's website at www.intertek.com/investors/ up to and including the Effective Date or the date the Scheme lapses or is withdrawn, whichever is earlier.

APPENDIX 1

INTERTEK PROFIT FORECAST

On 14 April 2026, Intertek announced it was initiating the Strategic Review (the "**Strategic Review Announcement**"). Included in the Strategic Review Announcement was the following statement, which for the purposes of Rule 28.1 of the Takeover Code constitutes a profit forecast prior to the receipt of an approach with regard to a possible offer (the "**Intertek Profit Forecast**"):

"[We expect] to deliver a strong performance in 2026 with […] strong earnings growth."

Confirmations

The Intertek Profit Forecast is a profit forecast to which Rule 28.1 of the Takeover Code applies because it was first published prior to the receipt of an approach by EQT and was subsequently repeated in the Strategic Review Announcement.

In accordance with Rule 28.1 of the Takeover Code, the Intertek Directors confirm that the Intertek Profit Forecast remains valid as at the date of this Document, and has been properly compiled on the basis of the assumptions set out below and that the basis of the accounting used is consistent with Intertek's accounting policies, which are in accordance with IFRS.

Basis of preparation and principal assumptions

The Intertek Profit Forecast is based upon Intertek's current internal financial forecast for the 12-month period ending 31 December 2026, prepared in accordance with Intertek's normal forecasting procedures and processes. These procedures take into consideration multiple factors including historical financial performance (including that set out in Intertek's financial statements for the financial year ended 31 December 2025) (the "**2025 Financial Statements**"), anticipated changes in Intertek's operations, sales forecasts and forecasts of customer demand for ATIC solutions. The basis of accounting used for the Intertek Profit Forecast is consistent with the accounting policies of Intertek which are in accordance with IFRS and are those applied in preparing the 2025 Financial Statements. The Intertek Profit Forecast has been prepared on the basis referred to above and subject to the principal assumptions set out below. The Intertek Profit Forecast is inherently uncertain and there can be no guarantee that any of the principal assumptions below will not occur and/or, if they do, their effect on Intertek's results of operations, financial condition, or financial performance, may be material. The Intertek Profit Forecast should therefore be read in this context and construed accordingly. The principal assumptions assumed in the Intertek Profit Forecast are: (a) there will be no material change to macroeconomic, political, inflationary, regulatory or legal conditions in the markets or regions in which Intertek operates; (b) there will be no material change in current interest rates, economic growth, inflation expectations or foreign exchange rates compared with Intertek's estimates; (c) there will be no material change in accounting standards; (d) there will be no material change in market conditions in relation to customer demand or the competitive environment; (e) there will be no material litigation or regulatory investigations, or material unexpected developments in any existing litigation or regulatory investigation, in relation to any of Intertek's operations, products or services; (f) there will be no business disruptions that materially affect Intertek, its customers, operations, supply chain or labour supply, including natural disasters, acts of terrorism, cyber-attack and/or technological issues; (g) there will be no material acquisitions, disposals, distribution partnerships, joint ventures or other commercial agreements, other than those already assumed within the forecast; (h) there will be no material change in the existing operational strategy of Intertek; (i) there will be no material changes in Intertek's accounting policies and/or the application thereof; (j) there are no material strategic investments or capital expenditure in addition to those already planned; and (k) there will be no material change in the management of Intertek.

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