

Online Directions to the Nominee

Terms & Conditions

1. Definitions

"Company" means Amec Foster Wheeler plc, a company incorporated in England under company no. 1675285 whose registered address is Booths Park, Chelford Road, Knutsford, Cheshire, WA16 8QZ;

"Computershare" means Computershare Investor Services PLC (registered number 3498808) whose registered office is at The Pavilions, Bridgwater Road, Bristol, BS13 8AE;

"Online Directions" means the directions which you submit to the Nominee via the internet using the Service;

"Nominee" means any company which we may appoint from time to time to hold your Shares in the Share Plan Account Service;

"Resolution" means a resolution proposed by the Company for which you direct the Nominee as to how you wish to vote;

"Service" means the service provided by Computershare on behalf of the Nominee to enable you to send directions to the Nominee electronically as to how the Nominee should vote at a general meeting;

"Shares" means the shares held on trust for you by the Nominee in accordance with the Plan;

"Share Plan Account" means the account which we open to hold your Shares under the Share Plan Account Service;

"Share Plan Account Service" means the service that we provide under which the Nominee holds your Shares in the Share Plan Account;

"you (or your)" means the person holding Shares using the Share Plan Account Service.

2. General

You may send your directions as to how you would like the Nominee to vote electronically. The basis on which you can submit your online instructions is set out in these terms and conditions.

In order to subscribe to this service, you are required to provide the Nominee with certain confirmations and undertakings as set out in paragraph 9 of these terms and conditions.

3. Online Instructions

You will be provided with the following alternatives in terms of directing the Nominee online as to how to vote with respect to the shares it holds on your behalf under the Share Plan Account Service. Selecting "For" is a direction to vote in favour of the Resolution, selecting "Against" is a direction to vote against the Resolution and selecting "Vote Withheld" is a direction to the Nominee to register your vote as being withheld. Should you direct the Nominee to withhold your vote it will not be counted in the calculation of the proportion of the votes for and against the Resolution as it is not a vote in law.

Online Directions will only be valid if they are correctly completed and submitted online by the date and time specified as notified to you by or on behalf of the Nominee. Online directions may, however, be subject to verification on such terms and conditions as Computershare or the Nominee consider appropriate. If verification is not completed to its satisfaction each of Computershare and the Nominee reserves the right to treat any such direction as invalid.

4. Security and Confidentiality

Communications via the internet are not necessarily secure and there is always a risk of interception and/or tampering. In using the Service, you acknowledge that these risks exist and that confidentiality cannot always be assured. Neither the Nominee nor Computershare accepts any responsibility for any interception or tampering or loss of confidentiality which may take place or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such interception or tampering.

5. Liability

Computershare will not be liable to you for any loss or damage you may suffer or incur as a result of your use of the Service unless such loss or damage results directly from the negligence, wilful default or fraud of Computershare.

In the event that you do not comply with these terms and conditions and this results in loss or damage to Computershare, you will be liable to compensate Computershare for any such loss or damage.

6. Scheduled Downtime

You should be aware that from time to time the Service may not be available where Computershare implements any updates, upgrades, scheduled maintenance or other alteration to the Service ("**Scheduled Downtime**") which Computershare may in its absolute discretion deem necessary in connection with the Service. Computershare accepts no responsibility for, and shall not be held liable in respect of, any inability to use, or for any other interruption or non-availability of, the Service during the Scheduled Downtime.

7. Disruption to the Service

Computershare aims to provide the Service in an uninterrupted manner. However, Computershare will not be responsible if, for reasons beyond its control, the Service cannot be provided.

You should be aware that from time to time the Service may not be available due to planned maintenance.

8. Validity

In the event that any part of these terms and conditions is not legally enforceable, the remaining terms and conditions will not be affected and will remain valid and enforceable.

9. Overseas Participants

If you are resident in, or a citizen of, a jurisdiction outside the United Kingdom, it is your responsibility to inform yourself about and observe any applicable legal requirements.

10. Confirmations and Undertakings

In accepting these terms and conditions, you will be deemed to have given the following confirmations and undertakings to Computershare:

- (a) You hold Shares in the Share Plan Account or are otherwise duly authorised to submit Online Directions on behalf of an individual who holds Shares in the Share Plan Account;
- (b) You have read and understood these terms and conditions and you agree to be bound by them including, without limitation, the provisions as to liability set out in paragraph 5 above;
- (c) You are either resident in, or a citizen of, the United Kingdom or have otherwise complied with all applicable legal requirements in any other jurisdiction necessary for you to lawfully make use of the Service.

11. Governing Law

These terms and conditions will be governed by and construed in accordance with English law. You agree that in the event of a dispute the English courts will have jurisdiction.

Computershare Plan Managers is a trading name of: 1. Computershare Investor Services PLC (registered in England, Company No. 3498808); and 2. a group of entities comprising amongst others EES Corporate Trustees Limited (registered in England, Company No. 2045938), EES Capital Trustees Limited (registered in England, Company No. 3275677), EES Trustees Limited (registered in England, Company No. 576832) and EES Services (UK) Limited (registered in England, Company No. 4075753). Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority. The registered office of each of the companies is: The Pavilions, Bridgwater Road, Bristol BS13 8AE.