



ERM

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erm.com

POWER OF ATTORNEY AND WAIVER

1. POWER OF ATTORNEY

1.1. **BY THIS POWER OF ATTORNEY** made on _____ 2024,
I, _____ of _____,
irrevocably appoint any director or officer of The ERM International Group Limited (the "**Company**") and any trustee of the Company's Employee Benefit Trust to be my true and lawful attorney ("**My Attorney**") for me and in my name and on my behalf:

- A. do and perform any act and thing to be done and performed by me in connection with the Call Option (if applicable) or in connection with the transfer of my Shares after I become a Leaver (as defined in the Articles of Association); and
- B. to execute and sign and deliver the following documents to be executed or signed or delivered by me, including any document to take effect as a deed:
 - 1. any document or documents, including any stock transfer form or indemnity for lost share certificate, that are necessary to transfer any Offered Shares that have been paid for by me (the "**Purchased Shares**"), or any interest in the Purchased Shares, to the Company or to any other person whom the Company may nominate, and to deliver good title in the Purchased Shares to the Company or such other person, in both cases in accordance with the terms of the Share Offer Form, the Call Option and/or the Articles of Association relating to Leavers; and
 - 2. any other document or documents that in the absolute discretion of My Attorney are deemed to be necessary or desirable or required to be completed or signed by me in connection with ensuring that any voting rights attaching to any of the Offered Shares are exercised as any transferee of such Offered Shares in accordance with the terms of the Call Option and/or the terms of the Company's Articles of Association relating to Leavers might direct prior to such transferee being entered in the register of members of the Company as the registered holder of such Offered Shares, including any forms of proxy, written resolutions or notices.

1.2. I hereby undertake to ratify whatever My Attorney shall lawfully do or cause to be done hereunder and to indemnify My Attorney and to keep My Attorney fully indemnified against all loss, liability, damages, costs, claims or expenses that My Attorney may suffer as a result thereof.

1.3. This Power of Attorney is irrevocable and is given to secure my obligations to the Company in relation to the Offered Shares pursuant to this Enrollment Agreement, the Call Option and/or the terms of the Company's Articles of Association applicable

to Leavers (“**My Obligations**”). I acknowledge that the effect of English law is that so long as My Obligations remain undischarged, this Power of Attorney is not capable of being revoked by me without the consent of the Company and will not be revoked by my death, incapacity or bankruptcy.

2. WAIVER

2.1. If I have elected in the Share Offer Form to defer until the Second Tranche Payment Deadline the payment for up to two-third of the purchase price for the offered A Preference Shares, I hereby irrevocably waive my rights, and any rights that may arise in the future, with respect to the accrual and receipt of the Waived Dividends (defined below) that pursuant to the Company's Articles of Association would otherwise accrue during the Waiver Period (defined below). The “**Waived Dividends**” shall mean the fixed cumulative preferential net cash dividend to which holders of A Preference Shares are entitled pursuant to the Company's Articles of Association that would otherwise accrue in respect of the A Preference Shares that I purchase and for which I pay in full pursuant to the Offering. The “**Waiver Period**” shall mean the period of time from the date of issuance to me of each A Preference Share I purchase in connection with the Offering through and until the date on which I have paid in full for all Offered Shares. I acknowledge and agree that the effect of this waiver is that dividends on the A Preference Shares I purchase in connection with the Offering begin accruing only after I have made full payment for all Offered Shares. I forfeit the dividends that would otherwise have accrued on any A Preference Shares that I pay for prior to full payment for all Offered Shares. I acknowledge and agree that this waiver shall remain in full effect even in the event my employment relationship with ERM terminates before I have paid for all of the A Preference Shares I have agreed to purchase in connection with the Offering, and I am therefore restricted, by the Company's Articles of Association and the terms of the Offering, from completing the purchase of any then unpaid A Preference Shares I agreed to purchase in connection with the Offering.

3. GENERAL

- 3.1. Capitalised terms used but not defined in this Power of Attorney have the meanings given in the confidential offering memorandum issued by the Company on or around 12 August 2024.
- 3.2. This Power of Attorney is governed by, and shall be construed in accordance with, the laws of England and I irrevocably agree to submit to the non-exclusive jurisdiction of the courts of England.

IN WITNESS whereof this Power of Attorney has been duly executed and delivered as a deed on the date stated above.

EXECUTED and **DELIVERED** as a)
DEED by)

_____)

Signature of Appointer

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:
