

DEED OF IRREVOCABLE UNDERTAKING

To: bd-capital Partners Limited
23a Motcomb Street
London
SW1X 8LB

Einstein Bidco Limited
23a Motcomb Street
London
SW1X 8LB

17 April 2025

Dear Sirs,

Proposed recommended cash acquisition of the entire issued and to be issued share capital of the Company plc ("SiS" or "the Company") by a newly formed company ("Bidco") indirectly wholly-owned by funds advised by bd-capital Partners Limited ("bd-capital")

I refer to the proposed recommended cash acquisition of the Company by Bidco (the "**Acquisition**").

I understand that the Acquisition is to be made on, or substantially on, the terms and subject to the conditions set out in the draft announcement proposed to be made in accordance with Rule 2.7 of the City Code on Takeovers and Mergers (the "**Code**"), a copy of which is attached hereto at Schedule 2 (the "**2.7 Announcement**"), together with such amendments or additions to such terms and conditions as may be required by the Panel on Takeovers and Mergers (the "**Panel**"), the High Court of Justice in England and Wales (the "**Court**"), any applicable law or regulation or as may be agreed between Bidco and the Company.

I acknowledge that the Acquisition is expected to be implemented by means of a Court-sanctioned scheme of arrangement of the Company pursuant to Part 26 of the Companies Act 2006 (the "**Companies Act**") (referred to in this letter as the "**Scheme**", as further defined in paragraph 7), but bd-capital reserves the right, with the consent of the Panel, to switch to a contractual offer if it so requires (referred to in this letter as the "**Offer**", as further defined in paragraph 7).

In consideration of the Company agreeing to the Acquisition, this letter, which has been executed by me as a Deed, sets out the terms and conditions on which I will vote in favour of the Scheme (if the Acquisition proceeds by way of the Scheme) or accept the Offer when it is made (if the Acquisition proceeds by way of the Offer), together with such additional terms and conditions as are usual in transactions of this nature or as may be required to comply with the AIM Rules and the requirements of the Code and/or any additional terms and conditions as may be agreed by the Panel and is given by me in my capacity as a shareholder of the Company and not in my capacity as a director of the Company.

Capitalised terms used in this letter shall have the meanings given to them in paragraph 7, unless otherwise defined herein.

1. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

1.1 I confirm, represent and warrant to you that:

- (a) I am the registered holder and/or beneficial owner of (or I am otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of) the number of ordinary shares of 10 pence each in the capital of the Company specified in paragraph 1 of Schedule 1 ("**SiS Shares**", which expression shall include any other shares in the capital of the Company in respect of which I may become the registered holder or beneficial owner after the date of this letter);
- (b) Schedule 1 sets out true, complete and accurate details of in paragraph 1 of Schedule 1, the registration, ownership and control of the SiS Shares;
- (c) the SiS Shares comprise my entire interest in the share capital of the Company as at the date of this letter and are held, and will be acquired by Bidco pursuant to the Acquisition free from all liens, charges, options, equities, rights of pre-emption and other encumbrances and third party rights and interests of any nature and together with all rights (including the right to dividends and distributions) now or subsequently attaching or accruing to them (save as may otherwise be provided for pursuant to the terms of the Acquisition);
- (d) I have no other interests (as defined in the Code) in, or options, warrants or convertible securities in respect of, or ability to control the exercise of rights attributable to, any shares or securities of the Company, or any rights to subscribe for shares in the capital of the Company other than as set out in Schedule 1 to this letter;
- (e) I am not acting in concert (as defined in the Code) with any other person (disregarding for this purpose any person I may be deemed to be acting in concert with because they are giving an irrevocable undertaking to Bidco or because they are also a director of the Company); and
- (f) I have full power, authority, discretion and the right (free from any legal or other restrictions), and will at all times up to the earlier of (i) the time at which the Scheme becomes effective (or the Offer becomes or is declared unconditional in all respects, as the case may be); or (ii) my obligations in accordance with this letter terminate, continue to have all requisite power, discretion, authority and the right, to enter into and perform my obligations under this letter in accordance with its terms.

1.2 The representations and warranties in paragraph 1.1 shall not be affected or extinguished by completion of the Acquisition.

1.3 Prior to this letter and the undertakings contained within it terminating in accordance with paragraph 6, and subject to my legal and fiduciary duties as a director of the Company and to my obligations under the Code, I hereby irrevocably undertake not to, prior to the Court Order sanctioning the Scheme being filed with the Registrar of Companies (if the Acquisition is proceeding by way of the Scheme), or before the Offer becomes unconditional in all respects, lapses or is withdrawn (if the Acquisition is proceeding by way of the Offer):

- (a) sell, transfer, assign, charge, pledge or otherwise encumber, grant any option, lien or other right over or otherwise dispose of, or deal with or permit any of the foregoing in

relation to, any or all of the SiS Shares or any interest in any of them (in each case whether conditionally or unconditionally), other than pursuant to the Acquisition;

- (b) accept or agree to accept any other offer in respect of the SiS Shares, or vote in my capacity as a shareholder in favour of, or give any undertaking or commitment to vote in my capacity as a shareholder in favour of, in each case, whether conditionally or unconditionally, any offer, scheme or arrangement, merger, business combination or shareholder resolution to approve an acquisition or any other transaction involving all or any of the SiS Shares which is proposed by any person other than Bidco;
- (c) purchase or otherwise acquire any further interest in shares or other securities of the Company, or any options or other derivative securities referenced to such shares or securities, unless the Panel determines and confirms to you, that (i) in respect of such acquisition, we are not acting in concert with you under Note 9 in the definition of "acting in concert" set out in the Code, and (ii) such acquisition would not result in you or any person acting in concert with you being required to make a mandatory bid for the Company under Rule 9 of the Code, and provided that, if any such shares, securities or interest (as the case may be) shall be deemed to be included in the expression "SiS Shares" for the purposes of this letter and I shall notify Bidco promptly of any such acquisition and of any other dealing, disposal or change in the number of SiS Shares;
- (d) exercise or procure the exercise of the voting rights attaching to the SiS Shares in any manner in respect of a Relevant Resolution, in either case which would or might reasonably be expected to frustrate, impede or delay the Acquisition or prevent the Acquisition from completing;
- (e) in my capacity as a shareholder of the Company, convene, requisition, or join in requisitioning, pursuant to section 303 of the Companies Act 2006, any general or class meeting of the Company for the purposes of voting on any resolution to approve an acquisition or any other transaction or corporate action which is proposed in competition with or which would otherwise be reasonably expected to frustrate, impede or delay the Acquisition;
- (f) deposit any or all SiS Shares into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with the terms of this letter;
- (g) other than in connection with the Acquisition, enter into any agreement or arrangement, permit any agreement or arrangement to be entered into, incur any obligation (other than any obligation imposed by law) or permit any obligation to arise or give any undertaking or indication of intent (in any case whether conditionally or unconditionally and whether or not legally binding):
 - (i) in relation to, or operating by reference to, shares or other securities of the Company or any interest therein;
 - (ii) to do any of the acts referred to in paragraphs 1.3(a) to (f) of this letter; or
 - (iii) which would or might restrict, hinder, frustrate or impede me voting the SiS Shares or procuring the voting of the SiS Shares in favour of the Scheme or, as the case may be, accepting or procuring the acceptance of the Offer in respect

of the SiS Shares, or which would otherwise preclude me from complying with my obligations in this letter,

and, for the avoidance of doubt, references in this paragraph 1.2(g) to any agreement, arrangement, obligation, undertaking or indication of intent includes any agreement, arrangement, obligation, undertaking or indication of intent whether or not legally binding or subject to any condition or which is to take effect upon or following the lapsing of the Acquisition, this letter ceasing to be binding or following any other event.

2. UNDERTAKINGS IN RELATION TO A SCHEME

2.1 Unless and until this letter lapses in accordance with paragraph 6, if the Acquisition is implemented by means of the Scheme, I hereby irrevocably and unconditionally undertake to you that:

- (a) I have the full power and authority to, and shall (unless you otherwise request in writing in advance), exercise or, where applicable, procure the exercise of all voting rights (whether on a show of hands or a poll and whether in person or by proxy) attaching to the SiS Shares:
 - (i) to vote in favour of all of the resolutions to approve the Scheme to be proposed at the general meeting of the Company (the "**GM**") and Court convened meeting of the Company ("**Court Meeting**") in connection with the Scheme, or at any adjournment of such GM and/or Court Meeting; and
 - (ii) against any resolutions (whether or not amended and whether put to the relevant meeting on a show of hands or conducted by way of a poll) to be proposed at the GM or Court Meeting (or any adjournment thereof) which might reasonably be expected to:
 - (A) amend the text of the terms of the resolutions to be proposed at the Court Meeting;
 - (B) adjourn the Court Meeting;
 - (C) result in any condition of the Acquisition not being fulfilled or which might reasonably be expected to delay, impede or frustrate the Acquisition in any way; or
 - (D) otherwise have an adverse impact on the success of the Acquisition;
- (b) in my capacity as a shareholder of the Company, I shall exercise, or where applicable, procure the exercise of, all rights attaching to the SiS Shares to requisition or join in the requisitioning of any general meeting of the Company for the purposes of voting on any resolution referred to in paragraph 2.1(a)(i) above, or to require the Company to give notice of any such meeting, only in accordance with your instructions;
- (c) without prejudice to any right I have to attend and vote in person at the GM and the Court Meeting (or any adjournment thereof) for the purposes of voting on any Scheme Resolution, I shall, if required by Bidco, execute and return, or procure the execution and return of, the completed and signed forms of proxy enclosed with the Scheme

Document in accordance with the instructions printed thereon and, in respect of my SiS Shares in uncertificated form, take (or procure the taking of) any action to make a valid proxy appointment and give valid proxy instructions, appointing any person nominated by Bidco:

- (i) to attend the GM, the Court Meeting and any other meeting of the the Company Shareholders as directed by Bidco (and any adjournment of any such meeting) convened in order to implement the Scheme; and
- (ii) to instruct the proxy to exercise all voting rights attaching to the SiS Shares to vote in favour of the Scheme Resolutions to be proposed at such meetings,

as soon as possible and in any event not later than 3.00 p.m. on the seventh day after publication of the Scheme Document;

- (d) I shall not revoke (or procure the revocation of) the terms of any proxy submitted in accordance with paragraph 2.1(c) of this letter, either in writing or by attendance at any GM, Court Meeting or other meeting of the Company Shareholders (or any adjournment thereof) or otherwise; and
- (e) I shall from time to time promptly complete, execute and deliver such documents and do all such other things as may be necessary or desirable to give full effect to each of my undertakings, agreements, warranties, representations, appointments and consents as set out in this letter.

2.2 The foregoing undertakings are given by me solely in relation to my interest in the SiS Shares and shall not restrict any actions taken by me in my capacity as a director of the Company or any of its subsidiaries.

3. UNDERTAKINGS FOLLOWING A SWITCH TO AN OFFER

3.1 I acknowledge that Bidco shall have the right and may elect at any time (with the consent of the Panel and whether or not the Scheme Document has then been despatched) to implement the Acquisition by way of an Offer (as further defined in paragraph 7), as opposed to by way of a Scheme.

3.2 If such an Offer is made by Bidco, I hereby irrevocably and unconditionally undertake to you and warrant that any undertakings, agreements, warranties, appointments, consents and waivers in this letter shall apply *mutatis mutandis* to such Offer and, in particular, I irrevocably and unconditionally undertake to accept, or procure the acceptance of, such Offer in respect of the SiS Shares and to transfer, or procure the transfer of, the SiS Shares 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 now and hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends of any nature and other distributions (if any) hereafter declared, made or paid in respect of the SiS Shares.

3.3 In the event that you elect to implement the Acquisition by way of an Offer, I irrevocably and unconditionally undertake and warrant that:

- (a) I shall accept (or procure the acceptance of) the Offer in respect of the SiS Shares in accordance with the procedure for acceptance set out in the Offer Document not later than 3.00 p.m. on the seventh day after the publication of the Offer Document; and
 - (b) although the terms of the Offer may confer a right of withdrawal on accepting shareholders, I shall not, without the prior written consent of Bidco, withdraw or procure the withdrawal of any acceptances of the Offer in respect of the SiS Shares, notwithstanding that I may have become entitled to withdraw my acceptance by virtue of the Rules of the Code or the terms of the Offer.
- 3.4 I further undertake, if so required by you, to execute or procure the execution of all such other documents as may be necessary for the purpose of giving you the full benefit of my obligations set out in this letter with respect to the Offer.
- 3.5 The foregoing undertakings are given by me solely in relation to my interest in the SiS Shares and shall not restrict any actions taken by me in my capacity as a director of the Company or any of its subsidiaries.

4. INFORMATION AND DOCUMENTATION

4.1 I consent to:

- (a) the issue of the 2.7 Announcement and other announcements required in connection with the Acquisition containing references to me and this letter;
 - (b) the inclusion of references to me and the particulars of this letter and my holdings of relevant securities of the Company being included in the formal document(s) implementing the Acquisition and any related documentation in connection with the Acquisition, including any announcement required to be made pursuant to Rule 2.10 of the Code, the Scheme Document and/or Offer Document (as applicable) in accordance with Rule 24.3(d)(xiii) of the Code, or any other document prepared in connection with the Acquisition that may be required by the Panel, the Code or any other applicable legal or regulatory requirement; and
 - (c) this letter being made available for inspection as required by Rule 26.2 of the Code.
- 4.2 I undertake to promptly provide, or procure the provision to you of, all information required to be included in the Scheme Document or Offer Document (as applicable) in relation to my interest in the Company and that of any person connected with me as you may reasonably require in order to comply with the rules and requirements of the Panel, the Code, the London Stock Exchange and the Companies Act, and any other legal or regulatory requirements or for inclusion in any document required by applicable law or regulation in connection with the Acquisition. I will as soon as reasonably practicable notify you in writing of any material changes in the truth, accuracy or import of any information previously supplied to you by me in this regard.
- 4.3 I understand and agree that, in accordance with the Code, this letter may be disclosed to the Panel, particulars of this letter and my disclosable holdings of, and dealings in, relevant securities of the Company will need to be publicly disclosed and, in accordance with Rule 26

of the Code, a copy of this letter will be available for viewing on a website until the end of the Offer Period (as defined in the Code).

- 4.4 I acknowledge that I am obliged to make appropriate disclosure under Rule 2.10 of the Code (and Rule 17, where relevant) promptly after becoming aware that I will not be able to comply with the terms of this letter or no longer intend to do so.

5. **SECRECY**

- 5.1 Save as may be required by any competent regulatory body, I shall keep secret the possibility, terms and conditions of the Acquisition, the names of Bidco, bd-capital and members of its group and its involvement in the Acquisition and the existence and terms of this letter until the 2.7 Announcement is released, provided that I may disclose the same to the board of the Company and its advisers. The obligations in this paragraph 5 shall survive termination of this letter.

- 5.2 I understand that the information you have given me in relation to the Acquisition must be kept confidential until the 2.7 Announcement is released or the information has otherwise become generally available. To the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Market Abuse Regulation No. 596/2014 (as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended)), I will comply with the applicable restrictions on dealing in securities and disclosing inside information.

6. **TERMINATION**

- 6.1 This letter shall automatically terminate and all of my obligations under this letter shall lapse and be of no further effect (without prejudice to any prior or existing breaches of my obligations) in the event that:
- (a) an announcement substantially in the form of the 2.7 Announcement is not released by 5.00 p.m. on 17 April 2025, or such later time and date as may be agreed between Bidco and the Company;
 - (b) the Acquisition proceeds by way of a Scheme:
 - (i) the Scheme Document or the Offer Document (as applicable) is not published within 28 days of the release of the 2.7 Announcement, the permitted time period under the Code or such later time and date as may be determined by Bidco with the consent of the Company and the Panel; or
 - (ii) the Scheme or any resolution to be proposed is not approved by the requisite majority of the Company Shareholders at the GM or the Court Meeting;
 - (c) the Acquisition proceeds by way of an Offer, the Offer Document is not posted to the Company Shareholders within the permitted time period under the Code or as otherwise agreed with the Panel;

- (d) Bidco announces, with the consent of the Panel and before the Scheme Document, or the Offer Document as the case may be, is published, that it does not intend to proceed with the Acquisition;
 - (e) the Scheme or Offer (as applicable), does not become effective (or has not become or been declared unconditional in all respects in accordance with the requirements of the Code, as the case may be) by the Long Stop Date or such later time or date as Bidco and the Company agree in writing with the consent of the Panel;
 - (f) the Scheme (or Offer, as applicable) lapses or is withdrawn in accordance with its terms;
 - (g) any competing offer for the entire issued and to be issued share capital of the Company becomes or is declared unconditional (if implemented by way of a takeover offer) or, if proceeding by way of a scheme of arrangement, becomes effective in accordance with its terms; or
 - (h) any event occurs or becomes known to Bidco, bid-capital or its financial adviser before despatch of the Scheme Document or the Offer Document (as the case may be) as a result of which the Panel requires or agrees that Bidco need not make the Offer.
- 6.2 If this letter terminates or lapses, no party shall have any claim against any other save in respect of any prior breach.
- 6.3 Subject to the requirements of the Code, the Panel, the Court and any applicable law or regulation nothing in this letter shall oblige Bidco to announce the Acquisition or, if announced, to proceed with it.

7. INTERPRETATION

- 7.1 In this letter, unless otherwise defined:

"**AIM Rules**" means the rules for AIM companies published by the London Stock Exchange from time to time;

"**Companies Act**" means the UK Companies Act 2006 (as amended);

"**Long Stop Date**" shall have the meaning given to it in the 2.7 Announcement;

"**Offer**" means an offer made by or on behalf of Bidco to acquire all the issued and to be issued ordinary share capital of the Company substantially on the terms of the 2.7 Announcement or on such other terms as may be agreed between Bidco and the Company or as may be required to comply with the requirements of the Panel, the AIM Rules, and/or the London Stock Exchange (provided that such other terms and conditions do not result in a reduction of the value of the consideration receivable by the Company's shareholders under the Offer), and any reference to the Offer includes any new, increased, renewed or revised offer made by or on behalf of Bidco to acquire shares in the Company, provided that the terms of such offer are no less favourable to the Company's shareholders than the terms set out in the 2.7 Announcement;

"Offer Document" means a document to be despatched to (amongst others) the Company Shareholders containing, amongst other things, the terms and conditions of any Offer;

"Relevant Resolution" means: (i) any Scheme Resolution; (ii) any other resolution (whether or not amended) proposed at a general or class meeting of the Company, or at an adjourned meeting thereof, the passing of which is necessary to implement the Acquisition or which, if passed, would be reasonably likely to result in any condition of the Acquisition not being fulfilled or impacted adversely, or which would be reasonably likely to frustrate or impede the Acquisition in any way (including, without limitation, any resolution to approve any scheme of arrangement in relation to the Company which is proposed by a person other than bd-capital); (iii) a resolution to adjourn a general or class meeting of the Company whose business includes the consideration of a resolution falling within (i) or (ii); and/or (iv) a resolution to amend a resolution falling within (i), (ii) or (iii);

"relevant securities" has the meaning given to it in the Code;

"Scheme" means the proposed scheme of arrangement of the Company pursuant to Part 26 of the Companies Act;

"Scheme Document" means the document to be despatched to (amongst others) the Company Shareholders containing, amongst other things, the terms and conditions of the Scheme;

"Scheme Resolution" means any resolution (whether or not amended) proposed at any GM, Court Meeting or at any other meeting of the Company Shareholders (or at any adjournment thereof) otherwise put to shareholders of the Company which:

- (i) might reasonably be expected to have any impact on the fulfilment of any condition to the Acquisition;
- (ii) is necessary to implement the Acquisition;
- (iii) might reasonably be expected to impede or frustrate the Acquisition in any way or adversely impact on the timing of the Acquisition (including but not limited to any resolution to approve a scheme of arrangement proposed by a third party in competition with the Scheme),

and includes any shareholder resolution to adjourn a meeting at which such a resolution is to be considered and any shareholder resolution to amend a resolution falling within this paragraph;

"the Company Shareholders" means the holders of ordinary shares of 10 pence each in the issued share capital of the Company.

7.2 All references to time are to London time.

7.3 References to "Rules" are to Rules of the Code.

8. TIME OF THE ESSENCE

Any time, date or period mentioned in this letter may be extended by mutual agreement (and with the consent of the Panel, where required) but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

9. CONFIRMATION

9.1 I confirm by signing this letter that Bidco's financial adviser, Investec Bank plc ("**Investec**"), has clearly indicated to me that it (and each of its subsidiaries, branches and affiliates) is not acting for me and will not be responsible to anyone other than Bidco for providing the protections afforded to clients of Investec, or for advising me on any matters relating to the Acquisition howsoever implemented.

9.2 I confirm that I have been given an adequate opportunity to consider whether or not to enter into this letter and to obtain independent advice.

10. POWER OF ATTORNEY

10.1 In order to secure the performance of my obligations and undertakings under this letter, I irrevocably appoint (and, where applicable, shall procure that the registered holder of the SiS Shares shall appoint) bd-capital, any director or partner of bd-capital, and any director for the time being of Bidco as my (or their, as applicable) attorney to sign, execute and deliver, as the case may be, any forms of proxy and forms of election and/or all other such documents and do all such other acts and things as may be necessary for, or incidental to, the performance of my (or their, as applicable) obligations and undertakings under this letter within the specified period, provided that this appointment shall not take effect unless I fail to comply with any such obligation within the relevant time specified for compliance and I (and, where applicable, I shall procure that they) irrevocably undertake to ratify such acts and things if called upon to do so.

10.2 I agree that this power of attorney is (and, where applicable, the power of attorney granted by the registered holder of the SiS Shares shall be) given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until this letter lapses or terminates, or (if earlier) the Acquisition becomes effective in accordance with its terms or, as the case may be, unconditional in all respects. I undertake to ratify everything which an attorney, acting in accordance with the terms of this power of attorney, may do or purport to do.

10.3 Subject to paragraph 10.1, the power of attorney granted under this paragraph 10 shall at any time take effect as if it had individually named the persons who are at that time directors of Bidco.

11. SPECIFIC PERFORMANCE

I confirm that I fully understand my obligations hereunder and the consequences of entering into the obligations. I understand and agree that, if I fail to fulfil the obligations in accordance with this letter or breach any of those obligations, damages would not be an adequate remedy and accordingly Bidco shall be at liberty to seek the remedy of specific performance, injunction or other equitable relief and no proof of special damages shall be necessary for the enforcement by Bidco of its rights.

12. POSITION AS A DIRECTOR

Nothing in this letter shall constitute an obligation for me, in my capacity as a director of the Company, to take any action which is not permitted by Practice Statement 29 issued by the Panel with respect to Rule 21.2 of the Code. You recognise that in my capacity as a director of the Company, I owe fiduciary duties to the Company and I have duties under the Code (together, the "**Legal Duties**") and accordingly nothing in this letter will require or oblige me to do or refrain from doing any act or thing which would have the effect of contravening those Legal Duties or which is otherwise done or not done in my capacity as a director of the Company.

13. GENERAL

- 13.1 I acknowledge that the release of the 2.7 Announcement is at Bidco's absolute discretion and, in particular, Bidco reserves the right not to release the 2.7 Announcement. For the avoidance of doubt, nothing in this letter shall oblige Bidco to announce or effect the Acquisition. In particular, if, after the release of the 2.7 Announcement, Bidco ceases to be required by the Code to implement the Acquisition, or the Panel consents to Bidco not implementing the Acquisition, then Bidco shall not be obliged to proceed with the Acquisition.
- 13.2 Except to the extent otherwise specified, my obligations set out in this deed are unconditional and irrevocable.
- 13.3 In respect of any SiS Shares not registered in my name, I undertake to take all steps within my power to cause their registered holder to comply with my obligations under this letter.
- 13.4 The covenants and undertakings contained in this letter and each part of them are entirely separate, severable and separately enforceable so that each covenant and undertaking and each part of them shall be deemed to be a separate covenant and undertaking.
- 13.5 Other than any fund in respect of whom bd-capital is a manager of or an investment adviser to and who may enforce the terms of this letter as if a party hereto (including, without prejudice to the generality of the foregoing, each bd-capital Fund), a person who is not party to this letter has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this letter, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 13.6 This letter is executed as a deed and is delivered and takes effect at the date at the beginning of this letter. This letter may only be treated as having been executed and delivered as a deed if it has been dated.

14. GOVERNING LAW

This letter and any non-contractual obligations arising out of or in relation to it or its formation, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this letter.

Yours faithfully

IN WITNESS whereof this letter has been executed and delivered as a deed this 17 day of April
2025

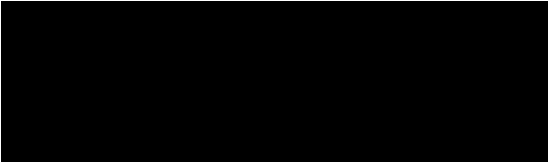
Executed as a deed by Roger Mather in the presence of:



signature
of witness



name



address

SCHEDULE 1

Interests in the Company

1. My interests as defined in the Code, including shareholdings in respect of ordinary shares of myself and persons connected with me within sections 252–256 of the Companies Act, in securities of the Company on the date hereof are as follows:

	Name of beneficial owner	Name of registered holder, if different*	Number of shares
1	Roger Mather	Not applicable	322,884

** In the event there is more than one registered holder, please indicate the number of SiS Shares attributed to each.*

2. I hold and/or am entitled to acquire SiS Shares under options granted to me under the terms of the Science in Sport 2019 Share Option Plan as set out below (***if none, please state "None"***):

	1	2	3	4
	Name of share plan	No. of ordinary shares subject to option	Exercise period	Exercise price
1	Science in Sport 2019 Share Option Plan	None	None	None

SCHEDULE 2

2.7 Announcement