

Put and call option deed

Dated 17 April 2025

- (1) Topco**
- (2) Midco**
- (3) Bidco**
- (4) The Sellers**

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This Deed is made on 17 April 2025 between the following parties:

- (1) **Einstein Topco Limited**, a non-cellular company incorporated in Guernsey (registered number 75513) whose registered office is at 2nd Floor, Dorey Court, Elizabeth Avenue, St Peter Port, Guernsey GY1 2HT ("**Topco**");
- (2) **Einstein Midco Limited**, a company incorporated in England (registered number 16361161) whose registered office is at 23a Motcomb Street, London, United Kingdom, SW1X 8LB ("**Midco**");
- (3) **Einstein Bidco Limited**, a company incorporated in England (registered number 16361461) whose registered office is at 23a Motcomb Street, London, United Kingdom, SW1X 8LB ("**Bidco**"); and
- (4) **The persons** whose names and addresses are set out in Schedule 1 (together the "**Sellers**" and each a "**Seller**").

Whereas:

- (A) On or around the date of this Deed, Bidco intends to make a recommended cash offer for the entire issued and to be issued share capital of the Target (the "**Acquisition**").
- (B) It is intended that the Acquisition will be effected by means of a Court-approved scheme of arrangement between Target and Target Shareholders under Part 26 of the Companies Act (the "**Scheme**"). Bidco has also reserved the right to elect to implement the Acquisition by way of an Offer under Part 28 of the Companies Act (subject to Panel consent).
- (C) On or around the date of this Deed, in accordance with the terms of the Acquisition, Bidco has also entered into a share exchange and equity terms deed with, amongst others, the Sellers pursuant to which (and subject to the Scheme (or, if applicable, the Offer) becoming effective), Bidco will acquire the Shares from the Sellers in consideration for cash and the issue of Bidco Rollover Notes to the Sellers in the principal amounts set opposite each Seller's name in column (2) of the table in Schedule 1 (the "**Exchange Deed**").
- (D) Pursuant to and in accordance with the terms of this Deed, Midco has agreed to grant to the Sellers the First Put Option over the Bidco Rollover Notes and (in the event that the Sellers do not exercise the First Put Option) the Sellers have agreed to grant to Midco the First Call Option over the Bidco Rollover Notes, the consideration for which, if such First Put Option or First Call Option is exercised, will be the issue and allotment of the Midco Rollover Notes to the Sellers in the principal amounts set opposite each Seller's name in column (3) of the table in Schedule 1 and the transfer by the Sellers of the Bidco Rollover Notes to Midco.
- (E) Conditional upon the exercise and completion of either the First Put Option or the First Call Option, Topco has agreed to grant to the Sellers the Second Put Option over the Midco Rollover Notes and (in the event that the Sellers do not exercise the Second Put Option) the Sellers have agreed to grant to Topco the Second Call Option over the Midco Rollover Notes, the consideration for which, if such Second Put Option or Second Call Option is exercised, will be the issue and allotment of the B Ordinary Shares and B Preference Shares to the Sellers in the number set out opposite each Seller's name

in columns (4) and (5) of the table in Schedule 1 and the transfer by the Sellers of the Midco Rollover Notes to Topco.

- (F) The parties to this Deed have agreed to assume the obligations imposed on them respectively under this Deed.

IT IS AGREED as follows:

1 Interpretation

1.1 Unless otherwise defined in this Deed, capitalised words used in this Deed shall have the meaning given to them in the Rule 2.7 Announcement.

1.2 In this Deed (including the Recitals), unless the context otherwise requires, capitalised terms shall bear the following meanings:

"**Acquisition**" has the meaning given to that term in the Recitals;

"**Attorney**" has the meaning given to that term in clause 9.1;

"**B Ordinary Shares**" means B ordinary shares in the capital of Topco;

"**B Preference Shares**" means B cumulative redeemable preference shares in the capital of Topco;

"**Bidco Rollover Notes**" means £2,722,890.00 in principal amount of unsecured loan notes of Bidco, constituted by the Bidco Rollover Note Instrument to be issued by Bidco to the Sellers on Exchange Completion in accordance with the Exchange Deed;

"**Bidco Rollover Note Instrument**" means the instrument, in the agreed form, to be executed by Bidco constituting the Bidco Rollover Notes dated the date of Exchange Completion;

"**Business Day**" means a day except a Saturday or Sunday or a public holiday in the United Kingdom, on which clearing banks in the City of London are generally open for business;

"**Code**" means the City Code on Takeovers and Mergers, as issued from time to time by or on behalf of the Panel;

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

"**Condition**" means the condition precedent to Completion set out in clause 6.1;

"**Encumbrance**" means any claim, charge, mortgage, security, lien, option, equity, power of sale, hypothecation or other third party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind and "**Encumber**" shall be construed accordingly;

"**Exchange Completion**" means the completion of the Exchange Deed in accordance with its terms;

"**Exchange Deed**" has the meaning given to it in the Recitals;

"**First Call Option**" has the meaning given to that term in clause 2.3;

"First Put Option" has the meaning given to that term in clause 2.1;

"First Call Option Exercise Notice" means a notice substantially in the form set out in Part B of Schedule 2;

"First Call Option Expiry Date" means 24 hours after expiry of the First Put Option Expiry Date;

"First Put Option Exercise Notice" means a notice substantially in the form set out in Part A of Schedule 2;

"First Put Option Expiry Date" means 24 hours after Exchange Completion;

"Inconsistent Instrument" means any power of attorney or any other instrument signed, executed or issued by or on behalf of a Seller at any time, whether before on or after the date of this Deed, conferring on persons other than the Attorney (whether jointly or severally or jointly and severally) rights with respect to any Rollover Loan Notes or shares in the capital of any Newco which contradict or are inconsistent with some or all of the rights contained in the power of attorney granted under clause 9.1;

"Long Stop Date" has the meaning given to it in the Rule 2.7 Announcement;

"Midco Rollover Notes" means £2,722,890.00 in principal amount of unsecured loan notes of Midco, constituted by the Midco Rollover Note Instrument to be issued by Midco to the Sellers on Exchange Completion;

"Midco Rollover Note Instrument" means the instrument, in the agreed form, to be executed by Midco constituting the Midco Rollover Notes dated the date of Exchange Completion;

"Newcos" means together, Bidco, Midco and Topco and **"Newco"** means any of them;

"Newcos' Solicitors" means Stephenson Harwood LLP of 1 Finsbury Circus, London, EC2M 7SH;

"Offer" means an offer to be made by or on behalf of Bidco pursuant to Part 28 of the Companies Act to acquire the entire issued and to be issued ordinary share capital of Target other than that already owned by, or contracted to be acquired by, Bidco and its associates (as defined in section 988 Companies Act 2006) for the consideration, and otherwise substantially on the terms and subject to the conditions, contemplated by the Rule 2.7 Announcement, subject to such amendments or additions to such terms and conditions as may be required by the Code, the Panel or any applicable law or regulation, and a reference to the Offer also includes any new, increased, renewed or revised offer made by Bidco to acquire shares in Target provided that the consideration to be paid to the holders of ordinary shares of £0.10 in the capital of Target is 34 pence or more per Target Share in cash and provided that it is materially on the same terms and subject to the same conditions, contemplated by the Rule 2.7 Announcement, subject to such amendments or additions to such terms and conditions as may be required by the Code, the Panel or any applicable law or regulation;

"Panel" means the UK Panel on Takeovers and Mergers;

"Power" has the meaning given to that term in clause 9.1;

"Put and Call Options" means together the First Put Option, the First Call Option, the Second Put Option and the Second Call Option;

"Rule 2.7 Announcement" means the announcement by Bidco made on or around the date of this Deed of Bidco's firm intention to acquire the entire issued and to be issued share capital of Target in accordance with the Scheme pursuant to Rule 2.7 of the Code;

"Rollover Loan Notes" means together the Bidco Rollover Notes and the Midco Rollover Notes;

"Scheme" has the meaning given to that term in the Recitals;

"Second Call Option" has the meaning given to that term in clause 4.3;

"Second Put Option" has the meaning given to that term in clause 4.1;

"Second Call Option Exercise Notice" means a notice substantially in the form set out in Part B of Schedule 3;

"Second Put Option Exercise Notice" means a notice substantially in the form set out in Part A of Schedule 3;

"Second Call Option Expiry Date" means 24 hours after expiry of the Second Put Option Expiry Date;

"Second Put Option Expiry Date" means 24 hours after the completion and exercise of either the First Put Option or the First Call Option (as applicable);

"Sellers" has the meaning given to it in the Recitals;

"Sellers' Solicitors" means being Addleshaw Goddard LLP of One St Peter's Square, Manchester, M2 3DE;

"Shares" means all Target Shares held by the Sellers at Exchange Completion;

"Target " means Science in Sport plc;

"Target Shares" means the existing allotted or issued and fully paid ordinary shares of £0.10 each in the capital of Target and any further such ordinary shares which are allotted or issued before Exchange Completion; and

"Target Shareholders" the holders of shares in the capital of Target.

1.3 In this Deed:

1.3.1 a reference to a clause or schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Deed;

1.3.2 a reference to a paragraph in a schedule is, unless otherwise stated, a reference to a paragraph in that schedule or, where that schedule is split into parts, a reference to a paragraph in that part of that schedule;

1.3.3 legislation includes a reference to that legislation as amended, re-enacted, or extended before the date of this Deed;

- 1.3.4 references to a "**person**" includes an individual, company, corporation, firm, partnership, joint venture, association, state, state agency, institution or trust (whether or not it has a separate legal personality);
- 1.3.5 reference to "**agreed form**" in relation to any document means that document in a form agreed by the parties to this Deed and either: (a) executed contemporaneously with this Deed; (b) initialled for the purposes of identification by Newcos' Solicitors on behalf of the Newcos and the Sellers' Solicitors on behalf of the Sellers; or (c) agreed by email as being in the agreed form between Newcos' Solicitors and the Buyer's Solicitors;
- 1.3.6 reference to one gender is a reference to all or any genders;
- 1.3.7 the singular includes the plural and vice versa;
- 1.3.8 a particular time of day is, unless specified otherwise, a reference to that time in the City of London;
- 1.3.9 an action that is to take place on a particular day means, unless a time is specified, that that action can take place at any time on or before 11.59 pm London time on that day;
- 1.3.10 "**including**" that the words following it are illustrative and not exhaustive;
- 1.3.11 references to the parties hereto include their respective successors in title, assignees, estates and legal personal representatives; and
- 1.3.12 references to a "**month**" are to a calendar month.
- 1.4 The headings in this Deed do not affect its interpretation.
- 1.5 Except where the context specifically requires otherwise, words importing the singular shall be treated as importing the plural and vice versa.

2 First Put Option and First Call Option

Grant of the First Put Option

- 2.1 Subject to and conditional upon Exchange Completion and the issue of the Bidco Rollover Notes to the Sellers pursuant to the Exchange Deed, Midco hereby unconditionally and irrevocably grants to the Sellers an option to require Midco to purchase all of the Bidco Rollover Notes set opposite each Seller's name in column (2) of the table in Schedule 1, the consideration for which, if exercised, will be the issue of Midco Rollover Notes to the Sellers in the principal amounts set opposite each Seller's name in column (3) of the table in Schedule 1 by Midco on the terms of this Deed (the "**First Put Option**").

Exercise of the First Put Option

- 2.2 The First Put Option shall be exercisable in respect of all (but not some only) of the Bidco Rollover Notes by all of the Sellers serving an irrevocable First Put Option Exercise Notice on Midco on or before the First Put Option Expiry Date whereupon the Sellers shall sell and Midco shall purchase all of the Bidco Rollover Notes in accordance with this Deed. The First Put Option may not be exercised until the issue of the Bidco

Rollover Notes has been completed in accordance with the terms of the Exchange Deed.

Grant of the First Call Option

- 2.3 Subject to and conditional upon Exchange Completion and provided that the Sellers have failed to serve an irrevocable First Put Option Exercise Notice on Midco prior to the First Put Option Expiry Date, the Sellers hereby unconditionally and irrevocably grant to Midco an option to purchase from the Sellers all of the Bidco Rollover Notes held by them as is set out opposite each Seller's name in column (2) of the table in Schedule 1, the consideration for which, if exercised, will be the issue of Midco Rollover Notes to the Sellers in the principal amounts set out opposite each Seller's name in column (3) of the table in Schedule 1 by Midco on the terms of this Deed (the "**First Call Option**").

Exercise of the First Call Option

- 2.4 The First Call Option shall be exercisable in respect of all (but not some only) of the Bidco Rollover Notes by Midco serving an irrevocable First Call Option Exercise Notice on the Sellers on or before the First Call Option Expiry Date whereupon the Sellers shall sell and Midco shall purchase the Bidco Rollover Notes in accordance with this Deed. The First Put Option may not be exercised until the issue of the Bidco Rollover Notes has been completed in accordance with the terms of the Exchange Deed.

Consideration for the sale of the Bidco Rollover Notes

- 2.5 The consideration for the sale and purchase of the Bidco Rollover Notes under clause 2.2 or 2.4 (as applicable) shall be satisfied by the issue to the Sellers of the Midco Rollover Notes in the principal amounts set out opposite each Seller's name in column (3) of the table in Schedule 1.

3 Midco completion

- 3.1 Completion of the sale and purchase of the Bidco Rollover Notes pursuant to the exercise of the First Put Option or the First Call Option (as applicable) shall take place remotely immediately upon the exercise of the First Put Option or the First Call Option (as the case may be) in accordance with clause 2, or at such other place or on such other date as may be agreed in writing between the parties.
- 3.2 At that time, Midco shall issue that number of Midco Rollover Notes to each Seller as is set out against that Seller's name in column (3) of the table in Schedule 1.
- 3.3 Until such time as a First Put Option Exercise Notice or a First Call Option Exercise Notice (as the case may be) is validly served in accordance with the terms of this Deed, the Sellers shall be entitled to exercise all rights attached to the Bidco Rollover Notes held by them (immediately prior to the date on which any such First Put Option Exercise Notice or a First Call Option Exercise Notice is served) and shall be entitled to receive and retain all amounts paid in respect of the Bidco Rollover Notes.

4 Second Put Option and Second Call Option

Grant of the Second Put Option

- 4.1 Subject to the exercise and completion of either the First Put Option or the First Call Option (as the case may be), Topco hereby unconditionally and irrevocably grants to the Sellers an option to require Topco to purchase the Midco Rollover Notes set opposite each Seller's name in column (3) of the table in Schedule 1, the consideration for which, if exercised, will be the allotment and issue of such number and class of shares in the capital of Topco as is set opposite each Seller's name in columns (4) and (5) of the table in Schedule 1 by Topco on the terms of this Deed (the "**Second Put Option**").

Exercise of the Second Put Option

- 4.2 The Second Put Option shall be exercisable in respect of all (but not some only) of the Midco Rollover Notes by the Sellers serving an irrevocable Second Put Option Exercise Notice on Topco on or before the Second Put Option Expiry Date whereupon the Sellers shall sell and Topco shall purchase all of the Midco Rollover Notes set opposite each Seller's name in column (3) of the table in Schedule 1 in accordance with this Deed.

Grant of the Second Call Option

- 4.3 Subject to the exercise and completion of either the First Put Option or the First Call Option (as the case may be) and provided that the Sellers shall have failed to serve an irrevocable Second Put Option Exercise Notice on Topco prior to the Second Put Option Expiry Date, the Sellers hereby unconditionally and irrevocably grant to Topco an option to purchase from the Sellers all of the Midco Rollover Notes held by them as is set out opposite each Seller's name in column (3) of the table in Schedule 1, the consideration for which, if exercised, will be the allotment and issue of such number and class of shares in the capital of Topco as is set opposite each Seller's name in columns (4) and (5) of the table in Schedule 1 by Topco on the terms of this Deed (the "**Second Call Option**").

Exercise of the Second Call Option

- 4.4 The Second Call Option shall be exercisable in respect of all (but not some only) of the Midco Rollover Notes by Topco serving an irrevocable Second Call Option Exercise Notice on the Sellers on or before the Second Call Option Expiry Date whereupon the Sellers shall sell and Topco shall purchase all of the Midco Rollover Notes in accordance with this Deed.

Consideration for the sale of the Midco Rollover Notes

- 4.5 The consideration for the sale and purchase of the Midco Rollover Notes under clause 4.2 or 4.4 (as the case may be) shall be satisfied by the allotment and issue to the Sellers of such number and class of shares in the capital of Topco as is set opposite each Seller's name in columns (4) and (5) of the table in Schedule 1.

5 Topco completion

- 5.1 Completion of the sale and purchase of the Midco Rollover Notes pursuant to the exercise of the Second Put Option or the Second Call Option (as applicable) shall take

place remotely immediately upon the exercise of the Second Put Option or the Second Call Option (as the case may be) in accordance with clause 4, or at such other place or on such other date as may be agreed in writing between the parties.

5.2 At that time, Topco shall allot and issue such number of B Ordinary Shares and B Preference Shares as is set out opposite each Seller's name in columns (4) and (5) of the table in Schedule 1.

5.3 Until such time as a Second Put Option Exercise Notice or a Second Call Option Exercise Notice (as the case may be) is validly served in accordance with the terms of this Deed, the Sellers shall be entitled to exercise all rights attached to the Midco Rollover Notes held by them (immediately prior to the date on which any such Second Put Option Exercise Notice or a Second Call Option Exercise Notice (as the case may be) is served) and shall be entitled to receive and retain all amounts paid in respect of the Midco Rollover Notes.

6 Condition Precedent

6.1 This Deed is conditional in all respects on Exchange Completion (the "**Condition**"). This Deed shall terminate and no party shall have any claim against any other under it if the Exchange Deed is terminated in accordance with its terms.

6.2 If the Condition is not satisfied on or before: (i) if the Acquisition is to be implemented by way of a Scheme, the Long Stop Date; or (ii) if the Acquisition is to be implemented by way of an Offer, the latest date on which the Offer may become or be declared wholly unconditional in accordance with the Code or as the Panel may allow, this Deed and the obligations of the parties hereunder shall cease to have effect and no party shall have any obligation to any other party hereunder (save for all rights and liabilities of the parties which have accrued before termination).

7 Covenants

7.1 Each of the Sellers warrants and undertakes to the Newcos that:

7.1.1 subject to clause 6, no further consent, approval or authorisation of any other person is required by him or her for the entry into and the performance of his or her obligations under this Deed; and

7.1.2 at any time after the date hereof that he shall not, and shall not agree to, Encumber, transfer, mortgage, pledge, charge, declare any trust over or otherwise dispose of the whole or any part of his interest in, or grant any option, or other rights over, the Rollover Loan Notes or any interest in the Rollover Loan Notes to any person except with the prior written consent of the Newcos.

8 Consent to transfer of Rollover Loan Notes

Each of Bidco and Midco hereby irrevocably and unconditionally consents to the transfer of any Rollover Loan Notes issued by them respectively made in accordance with the terms of this Deed.

9 Power of attorney

- 9.1 On and with effect from Exchange Completion, each Seller undertakes to comply with his obligations pursuant to each and every provision of this Deed. Each Seller by way of security for those obligations and in accordance with section 4 of the Powers of Attorney Act 1971 hereby unconditionally and irrevocably appoints each director of each Newco as his agent and attorney (each, an "**Attorney**" acting jointly or alone) with power (the "**Power**") to take such actions as the Attorney considers necessary or desirable to ensure compliance with any and all such obligations, including, without limitation to the generality of the foregoing:
- 9.1.1 execute transfer forms in respect of the Rollover Loan Notes to be sold by him or her in accordance with the terms of this Deed in favour of the relevant Newco (or as that relevant Newco may direct);
 - 9.1.2 receive or authorise the receipt of the consideration for the sale or disposal or contribution of all or any of the Rollover Loan Notes in accordance with the terms of this Deed;
 - 9.1.3 sign, execute, deliver, acknowledge and register any other document or deed, and to do any other act or thing, which may be necessary for or incidental to the effecting of the sale and/or transfer and/or contribution of any of the Rollover Loan Notes in accordance with the terms of this Deed; and
 - 9.1.4 appoint in writing, with power to revoke any appointment without giving any reason, a substitute to act as any Seller's attorney in the Attorney's stead under this Power (but without the substitute having power to appoint a substitute in his turn) without the Attorney having liability for any of the acts of any such substitute.
- 9.2 Each Seller declares that all acts and things validly and lawfully done by the Attorney in exercising powers under the Power will be as good and valid as if they had been done by that Seller and agrees to ratify and confirm whatever is done in validly and lawfully exercising powers under the Power.
- 9.3 The Attorney is expressly authorised to do any act as a result of which a benefit is conferred on it or its appointor.
- 9.4 Each Seller declares that the Power is given in order to secure the obligations referred to in clause 9.1 and is therefore irrevocable while that Seller continues to hold any Rollover Loan Notes.
- 9.5 Each Seller will not issue, sign or execute any Inconsistent Instrument and undertakes to immediately revoke any powers given in such Inconsistent Instrument which contradict or are inconsistent with the powers granted under this Power. If a Seller fails to revoke an Inconsistent Instrument, each Attorney appointed under this clause is authorised to revoke the powers given in the Inconsistent Instrument which contradict or are inconsistent with the powers granted in the Power.
- 9.6 Each Seller agrees that it will not challenge, or dispute, the validity of the Power.

10 Entire agreement

This Deed contains the whole agreement between the parties relating to the subject matter of this Deed at the date hereof to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Deed.

11 Acknowledgement

Each of the Sellers and the Newcos acknowledge that they have not been induced to enter into this Deed by any representation, warranty or undertaking not expressly incorporated into it.

12 Announcements

No announcement in connection with the existence or the subject matter of this Deed shall be made or issued by or on behalf of any party without the prior written approval of the other parties (other than any announcement required by applicable law or regulation).

13 Successors and assigns

This Deed is personal to the parties to it. Accordingly, none of the parties may, without the prior written consent of the other parties, assign, hold on trust or otherwise transfer the benefit of all or any of the other parties' obligations under this Deed, or any benefit arising under or out of this Deed.

14 Third party rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

15 Variation

No variation of this Deed shall be effective unless in writing and signed by or on behalf of each of the parties to this Deed.

16 Time of the essence

16.1 Time shall not be of the essence in relation to any obligation under this Deed unless:

16.1.1 time is expressly stated to be of the essence in relation to that obligation; or

16.1.2 Midco, Topco or one or more of the Sellers fails to perform an obligation by the time specified in this Deed and one or more of the Sellers (in the case of failure by Midco and/or Topco) or Midco and/or Topco (in the case of failure by one or more of the Sellers) serves a notice on the defaulting party requiring it to perform the obligation by a specified time and stating that time is of the essence in relation to that obligation.

17 Further assurance

17.1 Each party must, and must use all reasonable endeavours to procure that any other person will:

- 17.1.1 do all such further acts and things;
 - 17.1.2 execute and perform such further deeds and documents; and
 - 17.1.3 give such further assurances,
- in each case as may reasonably be required to give effect to this Deed.

18 Notices

- 18.1 A notice or other communication given under this Deed must be in writing in English, and signed by or on behalf of the person giving it and marked for the attention of the addressee's authorised recipient and is deemed to have been duly served on, given to or made in relation to a party if it is left at the authorised address of that party, posted by first class post (to a United Kingdom address) or by recognised international courier (to a non-United Kingdom address) to the authorised address of that party and if:
- 18.1.1 personally delivered, it is deemed to have been received at the time of delivery;
 - 18.1.2 posted to a United Kingdom address, it is deemed to have been received on the second Business Day after the date of posting; or
 - 18.1.3 posted to a non-United Kingdom address, it is deemed to have been received on the fifth Business Day after the date of posting, provided that where, in the case of delivery by hand, delivery occurs after 6.00 pm on a Business Day or at any time on a day which is not a Business Day, receipt shall be deemed to occur at 9.00 am on the next following Business Day.
- 18.2 For the purpose of clause 18.1 the authorised address and authorised recipient of each party are those set out in the Exchange Deed or such other address as that party may notify to the others in writing (in accordance with the requirements of clause 18.1) from time to time.

19 Several liability

The Sellers shall be severally liable for all representations, warranties, undertakings, covenants, agreements and obligations made, given or entered into by them in this Deed.

20 Invalidity

If any term in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such term or part shall to that extent be deemed not to form part of this Deed but the legality, validity or enforceability of the remainder of this Deed shall not be affected.

21 Counterparts

This Deed may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Deed by signing any such counterpart. This Deed may also be executed by means of a DocuSign® signature and each DocuSign® signature shall for all purposes have the

same validity, legal effect and admissibility in evidence as an original manual signature and the parties hereby waive any objection to the contrary.

22 Governing law and jurisdiction

- 22.1 This Deed (together with all documents to be entered into pursuant to it which are not expressed to be governed by another law) and all matters (including without limitation, any contractual or non-contractual obligation) arising from or in connection with it are governed by, and to be construed and take effect in accordance with, English law.
- 22.2 The courts of England have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Deed (including without limitation claims for set-off or counterclaim) or the legal relationships established by this Deed.

This Deed has been executed as a deed and is delivered and takes effect on the date specified at the beginning of it.

Schedule 1 Sellers

(1) Name and address	(2) Principal amount of Bidco Loan Notes (£)	(3) Principal amount of Midco Loan Notes (£)	(4) Number of B Ordinary Shares	(5) Number of B Preference Shares
Daniel Patrick Wright of [REDACTED] [REDACTED]	36,691.00	36,691.00	917	35,774
Daniel Malachy Lampard of [REDACTED] [REDACTED]	363,836.00	363,836.00	9,095	354,741
Christopher James Welsh of [REDACTED] [REDACTED] [REDACTED]	289,863.00	289,863.00	7,246	282,617
Gomrath Limited (company number 10623427) of [REDACTED] [REDACTED]	2,032,500.00	2,032,500.00	50,812	1,981,688
	2,722,890.00	2,722,890.00	68,070	2,654,820

Schedule 2 Form of First Put and Call Option Exercise Notices

**Part A
Form of First Put Option Exercise Notice**

To: Einstein Midco Limited

Address: [•]

Dated: 2025

Dear Sirs,

Put and Call Option Deed, between amongst others, Midco and the Sellers dated [•] 2025 ("Deed")

- 1 We refer to the Deed. This is a First Put Option Exercise Notice ("**Notice**"). Terms defined in the Deed shall have the same meaning in this Notice unless given a different meaning in this Notice.
- 2 We refer to clause 2.1 (*Grant of the First Put Option*) of the Deed. We hereby give you notice under and pursuant to clause 2.2 of the Deed that we exercise the First Put Option granted by you to us in respect of all the Bidco Rollover Notes.
- 3 This notice may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same notice.
- 4 This Notice is governed by English law.

Signed:
[Seller]

Part B
Form of First Call Option Exercise Notice

To: Each of the Sellers (as defined in the Deed)

Dated: 2025

Dear Sirs,

Put and Call Option Deed, between amongst others, Midco and the Sellers dated [●] 2025 ("Deed")

- 1 We refer to the Deed. This is a First Call Option Exercise Notice ("**Notice**"). Terms defined in the Deed shall have the same meaning in this Notice unless given a different meaning in this Notice.
- 2 We refer to clause 2.3 (*Grant of the First Call Option*) of the Deed. We hereby give you notice under and pursuant to clause 2.4 of the Deed that we exercise the First Call Option granted by you to us in respect of all the Bidco Rollover Notes.
- 3 This Notice is governed by English law.

Signed:
For and on behalf of Einstein Midco Limited

Schedule 3 Form of Second Put and Call Option Exercise Notices

**Part A
Form of Second Put Option Exercise Notice**

To: Einstein Topco Limited

Address: [•]

Dated: 2025

Dear Sirs,

Put and Call Option Deed, between amongst others, Topco and the Sellers dated [•] 2025 ("Deed")

- 1 We refer to the Deed. This is a Second Put Option Exercise Notice ("**Notice**"). Terms defined in the Deed shall have the same meaning in this Notice unless given a different meaning in this Notice.
- 2 We refer to clause 4.1 (*Grant of the Second Put Option*) of the Deed. We hereby give you notice under and pursuant to clause 4.2 of the Deed that we exercise the Second Put Option granted by you to us in respect of all the Midco Rollover Notes.
- 3 This notice may be executed in any number of counterparts, each of which shall constitute an original, and all the counterparts shall together constitute one and the same notice.
- 4 This Notice is governed by English law.

Signed:
[Seller]

Part B
Form of Second Call Option Exercise Notice

To: Each of the Sellers (as defined in the Deed)

Dated: 2025

Dear Sirs,

Put and Call Option Deed, between amongst others, Topco and the Sellers dated [●] 2025 ("Deed")

- 1 We refer to the Deed. This is a Second Call Option Exercise Notice ("**Notice**"). Terms defined in the Deed shall have the same meaning in this Notice unless given a different meaning in this Notice.
- 2 We refer to clause 4.3 (*Grant of the Second Call Option*) of the Deed. We hereby give you notice under and pursuant to clause 4.4 of the Deed that we exercise the Second Call Option granted by you to us in respect of all the Midco Rollover Notes.
- 3 This Notice is governed by English law.

Signed:
For and on behalf of Einstein Topco Limited

Attestations

Executed as a **deed**, but not delivered until the first date specified on page 1, for and on behalf of **Einstein Topco Limited** acting by a director in the presence of:

[Redacted Signature]

signature

[Redacted Name]

print name

signature of witness

[Redacted Signature]

name

address

[Redacted Address]

Executed as a **deed**, but not delivered until the first date specified on page 1, for and on behalf of **Einstein Midco Limited** acting by a director in the presence of:

[Redacted Signature]

signature of witness

[Redacted Signature]

name

address

[Redacted Address]

Executed as a **deed**, but not delivered until the first date specified on page 1, for and on behalf of **Einstein Bidco Limited** acting by a director in the presence of:

[Redacted Signature]

signature of witness

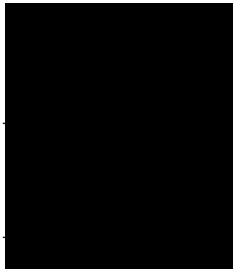
[Redacted Signature]

name

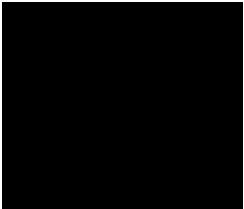
address

[Redacted Address]

Executed as a **deed** but not delivered until the first date specified on page 1 by **Daniel Malachy Lampard** acting by their duly authorised attorney in the presence of:



signature of witness

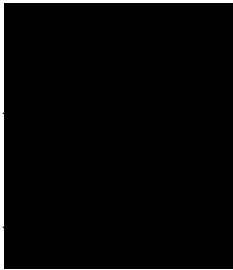


name

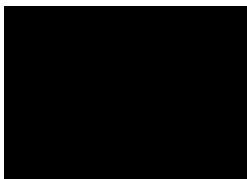
address



Executed as a **deed** but not delivered until the first date specified on page 1 by **Christopher James Welsh** acting by their duly authorised attorney in the presence of:



signature of witness



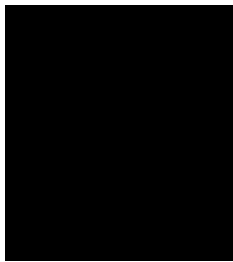
name

print name of witness

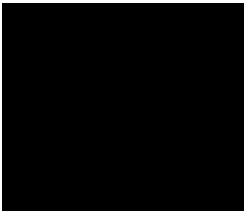
address



Executed as a **deed** but not delivered until the first date specified on page 1 by **Daniel Patrick Wright** in the presence of:



signature of witness



name

address

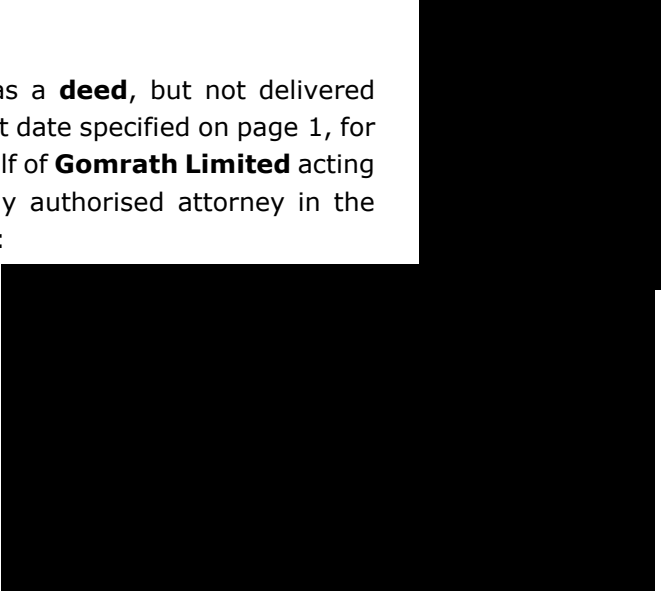


Executed as a **deed**, but not delivered until the first date specified on page 1, for and on behalf of **Gomrath Limited** acting by their duly authorised attorney in the presence of:

signature
of witness

name

address

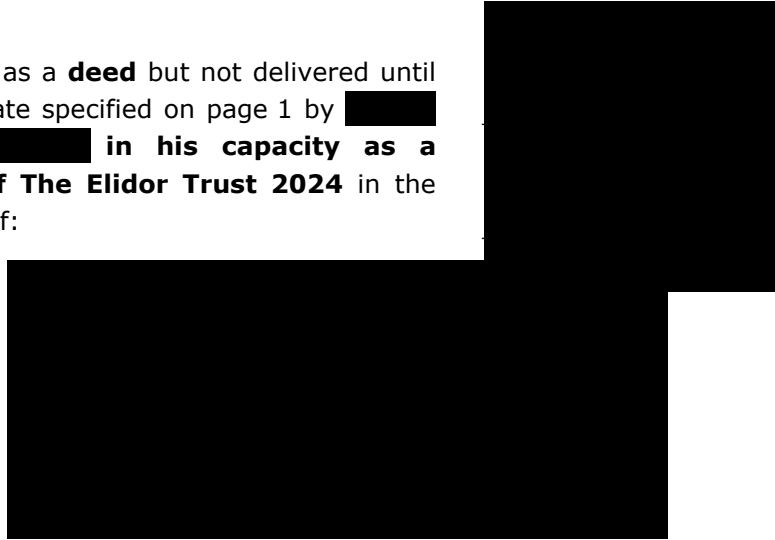


Executed as a **deed** but not delivered until the first date specified on page 1 by [REDACTED] in his capacity as a trustee of The Elidor Trust 2024 in the presence of:

signature
of witness

name

address

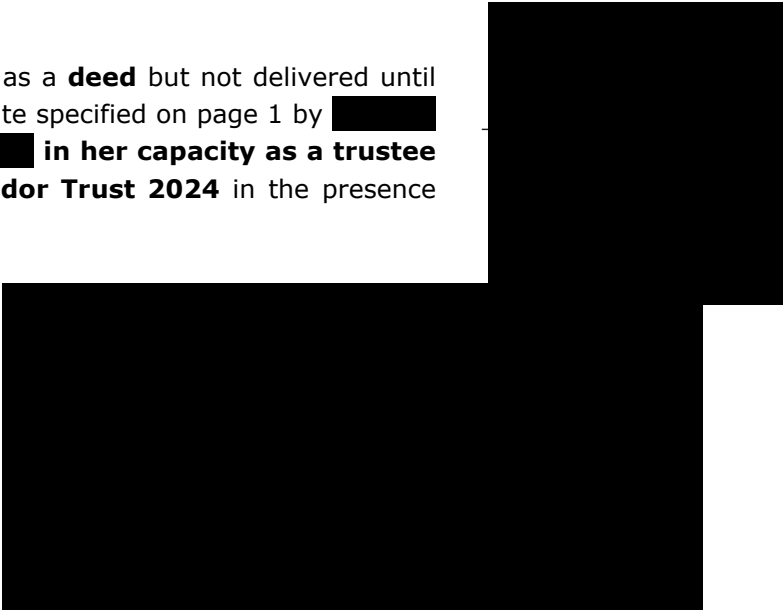


Executed as a **deed** but not delivered until the first date specified on page 1 by [REDACTED] in her capacity as a trustee of The Elidor Trust 2024 in the presence of:

signature
of witness

name

address



Executed as a **deed** but not delivered until the first date specified on page 1 by **Bernadette Ude-Wetherall** in the presence of:

signature
of witness

name

address