

# FORM OF INSTRUCTION

FOR USE BY THE OPTION HOLDER UNDER THE

SCIENCE IN SPORT PLC 2019 SHARE OPTION PLAN (THE “PLAN”)

**THIS FORM OF INSTRUCTION IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IT SHOULD BE READ WITH THE ENCLOSED ACCOMPANYING LETTER FROM SIS AND BIDCO DATED 6 MAY 2025 AND THE SCHEME DOCUMENT DATED 6 MAY 2025. If you are in any doubt about the Acquisition, the contents of this Form of Instruction or the action you should take, you are recommended to seek your own independent financial advice from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or another appropriately authorised independent financial adviser if you are resident outside the United Kingdom.**

**This Form of Instruction is for use by the holder of an option under the Plan.**

To: Science in Sport plc (“**SiS**”)  
Einstein Bidco Limited (“**Bidco**”)

Words and expressions defined in the accompanying letter from SiS and Bidco dated 6 May 2025 (the “**Letter**”) and the Scheme Document dated 6 May 2025 have the same meanings in this Form of Instruction unless the context requires otherwise.

## Return of this Form of Instruction

If you wish to accept the Proposal and exercise your Option, conditional on the Scheme being sanctioned by the Court at the Sanction Hearing, and participate in the Acquisition in respect of any SiS Shares you acquire from exercising your Option, please return a copy of this Form of Instruction duly signed, dated and completed to [REDACTED] **AS SOON AS POSSIBLE AND IN ANY EVENT SO AS TO BE RECEIVED BY NO LATER THAN 5 P.M. ON 28 MAY 2025.** Please keep a copy of your completed Form of Instruction for your records, but there is no need to send the original to SiS. Please note that your Form of Instruction may not be accepted if it has not been completed correctly, cannot be read or is received after the deadline.

If you have any questions in relation to your Option or how to complete and return this Form of Instruction, you should contact Chris Welsh at [REDACTED] **without delay.**

**PLEASE PROCEED TO NEXT PAGE**

## INSTRUCTION TO EXERCISE YOUR OPTION

I, the undersigned, hereby irrevocably:

- (a) exercise my Option in respect of all of the SiS Shares subject to it with such exercise to be conditional on, but to take effect immediately upon, the Scheme being sanctioned by the Court at the Sanction Hearing, and that I have no right to any further shares in any company in the Wider SiS Group;
- (b) authorise SiS or any other member of the Wider SiS Group to deduct from the Acquisition Proceeds payable to me by Bidco in respect of the SiS Shares resulting from the exercise of my Option any income tax and employee and employer National Insurance contributions due from me in connection with the exercise of my Option and required to be collected in accordance with PAYE rules, and pay the balance to me via payroll arrangements;
- (c) agree that the election I have made to exercise my Option by completing, signing and returning this Form of Instruction is irrevocable unless the Scheme is not sanctioned by the Court; and
- (d) agree to the terms of the Letter and the terms and conditions that are set out in this Form of Instruction.

### Notes:

- 1 Check the details of the Option that you hold. If you are in any doubt about the Option that you hold, please contact Chris Welsh at [REDACTED] **without delay**.
- 2 Complete, sign and date this Form of Instruction where indicated to exercise your Option, conditional on the Scheme being sanctioned by the Court at the Sanction Hearing, and then return this Form of Instruction as indicated by the deadline mentioned on page 1 (please note that the Letter does not need to be returned).
- 3 If you are not or have not been resident for tax purposes in the UK, or if you are in any doubt as to your personal tax position, you should consult an appropriate professional adviser without delay.

**Before signing this Form of Instruction you should read the Letter which accompanies this Form of Instruction, the Form of Instruction itself (including the terms and conditions) and the Scheme Document. You should read all of the pages of this Form of Instruction.**

**SIGN AND COMPLETE THE INFORMATION BELOW TO ACCEPT THE PROPOSAL AND CONFIRM THE EXERCISE OF YOUR OPTION ON THE TERMS OF THIS FORM OF INSTRUCTION. FAILURE TO SIGN AND COMPLETE ALL OF THE INFORMATION BELOW MAY RESULT IN THIS FORM OF INSTRUCTION BEING INEFFECTIVE.**

**Signed by the Option holder (to sign here):**

.....

**(Option holder's name in print):**

.....

**Date:** .....

## TERMS AND CONDITIONS

- 1 Subject to the following paragraphs, this Form of Instruction will be of no effect unless it is completed and received by Chris Welsh at [REDACTED] by no later than **5 p.m. on 28 May 2025**.
- 2 SiS will determine all questions as to form and validity, including the timing of receipt, of this Form of Instruction in its absolute discretion. The delivery of the Form of Instruction duly signed may, if SiS so determines, be treated as effective and as if it were completed and received despite the fact that it is not completed or received strictly in accordance with the Form of Instruction and these terms and conditions. Neither SiS nor any other person will be under any duty to give notice of any defect or irregularity in any Form of Instruction or incur any liability for failure to give any such notification.
- 3 By completing and returning this Form of Instruction by no later than **5 p.m. on 28 May 2025**, you irrevocably:
  - (a) confirm that you have received and had the opportunity to read the Letter and review the Scheme Document and have read, understood and agree to these terms and conditions;
  - (b) elect to exercise your Option in respect of all of the SiS Shares subject to it in accordance with the rules of the Plan, such exercise to be conditional on the Scheme being sanctioned by the Court at the Sanction Hearing, and acknowledge that the SiS Shares you receive on exercise will be acquired by Bidco under the terms of the Acquisition, and that you have no further shares in any company in the Wider SiS Group;
  - (c) waive your right to a share certificate in respect of the SiS Shares acquired on the exercise of your Option;
  - (d) acknowledge and agree that:
    - (i) SiS may issue the SiS Shares required to satisfy the exercise of your Option to the trustee of an employee benefit trust ("**EBT Trustee**"); and
    - (ii) the exercise of your Option may then be satisfied by the transfer of the beneficial title to the relevant SiS Shares to you by the EBT Trustee on or following the date of the Sanction Hearing, with the EBT Trustee retaining legal title until the Acquisition;
  - (e) authorise SiS to procure the registration of the transfer of your SiS Shares and the delivery of a certificate (if necessary) in respect of those SiS Shares to Bidco, or as Bidco may direct;
  - (f) authorise SiS or any other member of the Wider SiS Group to deduct from the Acquisition Proceeds due to you the amount of any income tax and employee and employer National Insurance contribution due in connection with the exercise of your Option and required to be collected in accordance with PAYE rules;
  - (g) following the deductions referred to at paragraph 3(f) above, authorise and direct SiS (or such other company or person as SiS may direct) to make a payment of the net Acquisition Proceeds to you as soon as reasonably practicable after the Effective Date;

- (h) agree to indemnify and keep indemnified the SiS Group (and, where relevant, your employing or former employing company in the SiS Group) for any tax and employee and employer National Insurance contributions due in respect of the exercise of your Option;
- (i) acknowledge that nothing in this Form of Instruction shall extend the period of exercise of your Option and if your Option has lapsed or lapses or is exercised or has been exercised before the exercise takes effect pursuant to this Form of Instruction (see paragraph 3(b) above), completion of this Form of Instruction will be of **no** effect in respect of such Option;
- (j) acknowledge that neither SiS nor Bidco will be responsible for any consequential loss in the event of the Form of Instruction being incorrectly completed or where SiS has been unable to obtain clarification of your instructions or where the Form of Instruction is delayed or fails to arrive;
- (k) acknowledge and agree that any choice submitted using the Form of Instruction to exercise your Option is irrevocable;
- (l) agree to enter into any such documents as SiS or Bidco determine to be necessary or desirable in connection with the exercise of your Option or the delivery or transfer of the resulting SiS Shares (including, but not limited to, a power of attorney in favour of any director of SiS);
- (m) confirm that the decisions which you have made on the Form of Instruction cannot be withdrawn or altered except with the agreement of SiS and Bidco;
- (n) authorise that all correspondence, consideration, and any other item in connection with the Scheme may be sent to you at your own risk at either the email address to which the Letter was sent or the postal address that you have notified to SiS; and
- (o) confirm that you understand that the exercise of your Option pursuant to this Form of Instruction is conditional on the Court sanctioning the Scheme at the Sanction Hearing and that, if the Court does not sanction the Scheme, this Form of Instruction will have no effect and that your Option will remain in existence and continue to be governed by, and subject to the rules of the Plan, even if you have completed and returned this Form of Instruction.

4 Your signature on this Form of Instruction constitutes:

- (a) a warranty by you that you are a current or former employee or director of a company participating in the Plan in accordance with the rules of the Plan, that your Option is valid and has not lapsed and is not subject to any encumbrances, liens, mortgages or third party interests of any nature, and that you are entitled to exercise your Option; and
- (b) an irrevocable authority to and appointment of any director of SiS (or any other person nominated by SiS) as your agent (the “**Agent**”) and that such Agent is authorised to execute, complete and sign and submit any document and to do anything on your behalf as is necessary or desirable to give effect to the exercise of your Option and delivery or transfer of the resulting SiS Shares in accordance with the Letter and this Form of Instruction, including, with authority in your name and on your behalf to sign and execute any and all agreements, instruments, or other papers and documents and do all things in your name as the Agent may in its absolute discretion consider necessary or desirable in order to give effect to the express elections and authorities in paragraph 3 above and to facilitate the exercise of your Option and the transfer of the SiS Shares that you will hold as a result of the exercise of your Option to Bidco in accordance with the terms set out in

this Form of Instruction, the Letter and the Scheme Document, and you hereby undertake to ratify everything which the Agent does or purports to do by virtue of this appointment.

- 5 If there are any differences between the Letter and/or this Form of Instruction and the rules of the Plan, the option agreement relating to your Option or any relevant legislation, the rules of the Plan, the option agreement relating to your Option and the relevant legislation (as applicable) will prevail.
- 6 The Letter (including its Appendices) and this Form of Instruction (including these terms and conditions) are governed by, and shall be construed in accordance with, the laws of England and Wales. The courts of England and Wales shall have jurisdiction to settle any dispute which may arise out of, or in connection with, the Proposal and/or the terms and conditions and/or this Form of Instruction.