

To: Einstein Bidco Limited (the “Offeror”)
23a Motcomb Street
London SW1X 8LB and

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

2 May 2025

Dear Sir/Madam

Acquisition of Science in Sport plc (the “Offeree”)

I, Enming Zhang of [REDACTED] refer to the proposed acquisition (the “Acquisition”) announced pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the “Code”) by the Offeror and the Offeree on 17 April 2025 (the “2.7 Announcement”) of all the issued and to be issued ordinary share capital of the Offeree which is intended to be implemented by means of either a contractual offer within the meaning of section 974 of the Companies Act 2006 (the “Offer”) or scheme of arrangement under Part 26 of the Companies Act 2006 (the “Scheme”). This undertaking sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable).

Shareholdings

1. I confirm, represent and warrant to each of you that I hold 11,529,147 ordinary shares of 10 pence each in the capital of the Offeree (the “Offeree Shares”, which term includes any further shares in the Offeree deriving from or attributable to those shares) through the following nominees and have full power and authority to sign this undertaking and to accept the Offer in respect of the Offeree Shares or vote or procure the voting of the Offeree Shares in respect of the Scheme as set out below:

	Name of beneficial owner	Name of registered holder	Number of shares
1.	Enming Zhang	Ropemaker Nominees Limited	10,220,147
2.	Enming Zhang	Interactive Brokers (IBLLC2)	1,309,000

Dealings and undertakings

2. I irrevocably and unconditionally undertake to each of you that, before this undertaking lapses in accordance with paragraph 9 below, I shall not:

- (a) sell, transfer, assign, charge, pledge, encumber, grant any option or lien over or otherwise dispose of or permit any of the foregoing over all or any interest in any Offeree Shares other than pursuant to the Acquisition;

- (b) accept or agree to accept, in respect of all or any of the Offeree Shares, any other offer or scheme of arrangement or other transaction made in competition with, or which might otherwise frustrate, the Acquisition;
- (c) vote in favour of, in respect of all or any of the Offeree Shares, any resolution to approve any other scheme of arrangement of the Offeree or other transaction which is proposed in competition with, or which might otherwise frustrate, the Acquisition;
- (d) vote in favour of, or otherwise consent to, any matter for the purposes of Rule 21 of the Code; or
- (e) (other than pursuant to the Acquisition) enter into any agreement or arrangement (conditional or otherwise) or incur any obligation or give any indication of intent (or permit such circumstances to occur) in relation to, or operating by reference to, the Offeree Shares, or permit any agreement or arrangement to be entered into or any obligation to arise which would or might restrict or impede the Acquisition becoming effective or my ability to comply with any of my obligations set out in this undertaking. For the avoidance of doubt, nothing in this paragraph shall prevent me from providing any commitment pursuant to a Higher Competing Offer (as defined below), including enabling it to be announced pursuant to Rule 2.7 of the Code.

3. I further irrevocably and unconditionally undertake to each of you not to, until the earlier of:

- (a) this undertaking lapsing in accordance with paragraph 9 below; and
- (b) either the Offer becoming unconditional as to acceptances or the Scheme being approved by the Court,

acquire any interests (as defined in the Code) or otherwise deal or undertake any dealing (as defined in the Code) in any relevant securities (as defined in the Code) of the Offeree unless the Panel on Takeovers and Mergers (the “**Panel**”) determines, and confirms to you, that, in respect of such acquisition or dealing, I am not acting in concert with either of you pursuant to Note 9 on the definition of “Acting in concert” set out in the Code.

Undertaking to accept the Offer and/or to vote in favour of the Scheme

4. I irrevocably and unconditionally undertake to each of you that:

- (a) if the Offeror elects to implement the Acquisition by way of the Offer:
 - (i) I shall accept, or procure the acceptance of, the Offer in respect of the Offeree Shares in accordance with the procedure for acceptance set out in the formal document containing such Offer (the “**Offer Document**”) not later than the First Closing Date (as defined in the Offer Document);
 - (ii) I shall not withdraw any acceptances of the Offer; and
 - (iii) the Offeror shall acquire the Offeree Shares pursuant to the Offer free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares, including the right to all dividends declared or paid after the date of this undertaking; and
- (b) if the Offeror elects to implement the Acquisition by way of the Scheme:

- (i) I shall vote, or procure the voting rights, in respect of the Offeree Shares in favour of all resolutions to approve the Scheme and/or the Acquisition, and any related matters, proposed at any general or class meeting (“**General Meeting**”) and any Court convened meeting (“**Court Meeting**”) of the Offeree to be convened and held in connection with the Scheme and/or the Acquisition, or at any adjournment of any such meeting;
- (ii) I shall execute any forms of proxy in respect of the Offeree Shares, and in relation to any shares in the capital of the Offeree in respect of which I may become the registered holder or beneficial owner after the date of this undertaking, as soon as reasonably practicable after my receipt of them or (as the case may be) my becoming the registered holder (or beneficial owner) of such shares, as required by the Offeror appointing any person nominated by the Offeror to attend and vote at any General Meeting or Court Meeting in respect of the resolutions to approve the Scheme and/or the Acquisition, and any related matters, and shall ensure that any such executed forms of proxy are received by the Offeree’s registrars in accordance with the instructions contained in the formal document setting out the terms and conditions of the Scheme (the “**Scheme Document**”);
- (iii) I shall not revoke the terms of any proxy submitted in accordance with paragraph 4(b)(ii) above, either in writing or by attendance at any General Meeting or Court Meeting or otherwise; and
- (iv) the Offeror shall acquire the Offeree Shares pursuant to the Scheme which provides for the transfer of such shares to the Offeror free of any lien, charge, option, equity or encumbrance of any nature whatsoever and together with all rights of any nature attaching to those shares, including the right to all dividends declared or paid after the date of this undertaking.

Documentation

- 5. I consent to:
 - (a) this undertaking being disclosed to the Panel;
 - (b) references to me and particulars of this undertaking and my holdings of, interests in, rights to subscribe for and short positions in relevant securities of the Offeree being included in any offer document or scheme document published in connection with the Acquisition, and any other announcement made, or document issued, by or on behalf of the Offeror or the Offeree in connection with the Acquisition; and
 - (c) this undertaking being available for inspection as required by Rule 26.1 of the Code until the Acquisition becomes effective, lapses in accordance with paragraph 9 below, or becomes, or is declared, wholly unconditional.
- 6. I will, as soon as reasonably practicable, notify you in writing of any material changes in the truth, accuracy or import of any information contained in this undertaking.
- 7. I acknowledge that I am obliged to make appropriate disclosure under Rule 2.10 of the Code promptly after becoming aware that I will not be able to comply with the terms of this undertaking or no longer intend to do so.

Time of the Essence

8. Any time, date or period mentioned in this undertaking may be extended by mutual agreement but, as regards any time, date or period originally fixed or as extended, time shall be of the essence.

Lapse of undertaking

9. This undertaking shall lapse if:
- (a) the Acquisition has not been completed by the Long Stop Date (as defined in the 2.7 Announcement);
 - (b) a person (other than the Offeror, a subsidiary of the Offeror or any person acting in concert with the Offeror) announces a firm intention to make an offer (in accordance with Rule 2.7 of the Code) to acquire all the ordinary shares in the capital of the Offeree where the value of the consideration for each Offeree Share pursuant to such offer implies a value for each share of at least 37.4 pence per share, being at least 10% more than the value for each share offered by the Offeror set out in the 2.7 Announcement as at the date on which such firm intention to make an offer is announced and the board of directors of the Offeree (or a duly authorised committee thereof), having taken advice from its financial advisers, agrees and resolves to recommend such offer to the Offeree's shareholders (a "**Higher Competing Offer**"); or
 - (c) the Offer or the Scheme lapses or is withdrawn in a manner which is permitted by the Panel.

Governing Law

10. This undertaking and any non-contractual obligations arising out of or in connection with this undertaking shall be governed by, and interpreted in accordance with, English law with the exclusive jurisdiction of the English courts.

General

11. Nothing in this undertaking shall prevent me from selling or transferring any Offeree Shares to any person who has first executed an irrevocable undertaking in favour of the Offeror and the Offeree on the same terms as this undertaking.

12. This undertaking shall not oblige the Offeror to proceed with the Acquisition.

13. This undertaking is executed as a deed and is delivered and takes effect on the date stated at the beginning of this undertaking. This undertaking may only be treated as having been executed and delivered as a deed if it has been dated.

Executed as a deed by Enming Zhang in the presence of:

[Redacted]

signature
of witness

[Redacted]

name

print name of witness

address

[Redacted]

occupation

[Redacted]