

EXECUTION VERSION

DEED OF EXTENSION

This deed (this **Deed**) is made on 14 March 2024

BETWEEN:

- (1) **NETWORK INTERNATIONAL HOLDINGS PLC**, a company incorporated in England and Wales with registered number 11849292, whose registered office is at Suite 1, 7th Floor 50 Broadway, London, England, SW1H 0BL (**Network**); and
- (2) **BCP VI NEPTUNE BIDCO HOLDINGS LIMITED**, a company incorporated in England and Wales with registered number 14864517, whose registered office is at Level 25, One Canada Square, London, United Kingdom, E14 5AA (**Bidco**),
(together, the **Parties** and each a **Party**).

BACKGROUND:

- (A) On 9 June 2023, the Parties announced that that they had agreed the terms and conditions of a recommended acquisition by Bidco of the entire issued and to be issued share capital of Network not owned by Bidco (the **Acquisition**), to be effected by means of a scheme of arrangement under Part 26 of the Companies Act 2006 (the **Scheme**), pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the **Announcement**).
- (B) On the date of the Announcement, the Parties also entered into a co-operation agreement relating to the Acquisition (the **Co-operation Agreement**) to record certain steps the Parties agreed to take to facilitate completion of the Acquisition and the Parties' respective obligations relating to these steps.
- (C) On 12 July 2023, Network published its circular relating to the Scheme (the **Scheme Document**).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless otherwise stated, terms defined in the Co-operation Agreement shall have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in clause 1 (*Interpretation*) and paragraphs 2 to 6 of Schedule 2 of the Co-operation Agreement shall have effect as if set out in this Deed.

2. LONG STOP DATE EXTENSION

- 2.1 Subject to clause 2.2, the Parties agree that:
 - (a) the Long Stop Date, as that term is used in each of the Co-operation Agreement, the Announcement and the Scheme Document, shall be extended from 9 April 2024 to 9 October 2024; and
 - (b) for the purposes of Clause 8(B) of the Scheme, the final date by which the Scheme (as defined in the Scheme Document) may become effective shall be extended from 9 April 2024 to 9 October 2024 or such later date, if any, as may be agreed in writing by Bidco and Network (with the Panel's consent and as the Court may approve (if such approval(s) are required)),

(together, the **Long Stop Date Extension**).

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- 2.2 Clause 2.1 shall be conditional on the approval of the Court of the Long Stop Date Extension (the **Court Approval**) and shall take effect immediately following such approval being granted by the Court, provided that if the Court considers that such approval is not required then clause 2.1 shall take effect immediately on the Court confirming that no such approval is required.

3. MISCELLANEOUS

3.1 Incorporation of terms

The provisions of clauses 1 (*Interpretation*), 12 (*Notices*), 13 (*Assignments*) and 14 (*General*) of the Co-operation Agreement shall apply *mutatis mutandis* to this Deed.

3.2 Further assurances

Each Party shall use all reasonable endeavours to do and execute and perform all such further deeds, documents, assurances, acts and things as may reasonably be required to give effect to this Deed, including to obtain the Court Approval, and procure the doing of all such acts by any relevant third party.

3.3 Entire agreement

- (a) The provisions of this Deed shall be supplemental to and shall not prejudice the terms of the Announcement, the Co-operation Agreement, the Scheme Document, the Confidentiality Agreement and the Reverse Confidentiality Agreement (together, the **Arrangements**) which, save for as set out herein, shall remain in full force and effect notwithstanding the execution of this Deed.
- (b) This Deed, together with the Arrangements, represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.
- (c) Each Party confirms that, except as provided in this Deed and the Arrangements, no Party has relied on any undertaking, representation or warranty which is not contained in this Deed or the Arrangements and, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, no Party shall be under any liability or shall have any remedy in respect of any misrepresentation or untrue statement unless and to the extent that a claim lies under this Deed or the Arrangements.

3.4 Termination

- (a) This Deed and all rights and obligations of the Parties under this Deed shall terminate upon termination (howsoever occurring) of the Co-operation Agreement (as amended by this Deed), provided that such termination is without prejudice to any accrued rights or obligations of the Parties prior to termination of this Deed.
- (b) This clause 3.4 and clauses 1, 3.1, 3.3 and 4 shall survive termination of this Deed.

4. GOVERNING LAW AND JURISDICTION

- 4.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

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- 4.2 The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this Deed) and the parties submit to the exclusive jurisdiction of the English courts.
- 4.3 The Parties waive any objection to the English courts on grounds that they are an inconvenient or inappropriate forum to settle any such dispute.

IN WITNESS of which this deed has been executed and has been delivered on the date which appears first on page 1.

SIGNATORIES

Executed as a deed by **NETWORK**
INTERNATIONAL HOLDINGS PLC
acting by [REDACTED]r, Director, and
[REDACTED], Company Secretary

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Executed as a deed by **BCP VI NEPTUNE BIDCO HOLDINGS LIMITED** acting by a director

) [Redacted]
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in the presence of:

[Redacted]

) Name: [Redacted]
) Title:

Witness's Signature:

Name:

[Redacted]

Address:

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