

From: The parties set out in Schedule 1 to this Letter (together, the **"Equity Investors"** and each an **"Equity Investor"**),

To: U.K. Piston Bidco Limited, a company incorporated and registered in England and Wales under number 17348856 whose registered office is at Suite 1, 7th Floor 50 Broadway, London, United Kingdom, SW1H 0D (**"Bidco"**),

(each a **"Party"** and together, the **"Parties"**)

19 August 2026

Re: Proposed offer by Bidco to acquire the entire issued and to be issued share capital of Pinewood Technologies Group plc (the "Target") (the "Offer")

We refer to Bidco's proposed announcement of the Offer, which is intended to be implemented by way of a scheme of arrangement of the Target pursuant to Part 26 of the Companies Act 2006 (a **"Scheme"**), pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the **"Code"**) which is expected to be made on or after the date of this letter agreement (the **"Letter"**) (the **"Announcement"**). Bidco may, with the consent of the Panel on Takeovers and Mergers (the **"Panel"**), elect to implement the Offer by means of a takeover offer within the meaning of section 974 of the Companies Act 2006 (a **"Takeover Offer"**) and the terms of this Letter shall continue to apply *mutatis mutandis* in that event.

The undertakings given by each Equity Investor in this Letter are given in consideration of Bidco agreeing to make the Announcement and the Offer.

1. Equity Investor Undertakings

1.1 Subject to the conditions set out in paragraph 2 below, each Equity Investor hereby irrevocably and severally undertakes to Bidco that:

- (a) it will, or will cause one or more entities controlled by or under common control with it (an **"Affiliate"**) to, make a direct or indirect equity investment in Bidco in an aggregate amount equal to (i) the amount set out opposite its name in column (3) of the table in Schedule 1 being (ii) the proportion set out opposite its name in column (2) of the table in Schedule 1 of this Letter (the **"Relevant Proportion"**) of USD 14,000,000, being the aggregate equity commitment by the Equity Investors (the **"Equity Commitment"**), which when taken together with the other equity commitments being received by Bidco and the debt financing commitments of Bidco and U.K. Piston Finco LLC shall be (on a fully diluted basis) an amount equal to the cash consideration due and payable under the terms of the Offer in accordance with the requirements of the Code (the **"Payment Obligation"**);
- (b) that it will fund or cause Bidco to receive an amount of cash in USD equal to (i) the amount set out opposite its name in column (3) of the table in Schedule 1 being (ii) its Relevant Proportion of the Equity Commitment in immediately available funds, by way of direct and/or indirect contributions in sufficient time on or prior to the date on which Bidco must satisfy the Payment Obligation, and in any event no later than three Business Days after the Effective Date (as defined below), (and so as to enable Bidco to apply such amount towards the satisfaction of the Payment Obligation in respect of the Offer in accordance with the requirements of the Code);
- (c) to the extent any amounts of the Equity Commitment are subscribed for indirectly by such Equity Investor pursuant to paragraph 1.1(a) above, it will cause Bidco to receive its Relevant Proportion of the Equity Commitment in accordance with paragraphs 1.1(a) and 1.1(b) above;

- (d) it will take all steps within its power as a direct and/or indirect shareholder in Bidco to procure that its Equity Commitment shall be used by Bidco for the purpose of funding the Payment Obligation and will not be used for any other purpose until Bidco has discharged its Payment Obligation in full;
- (e) its Relevant Proportion of the Equity Commitment, once received by Bidco shall not be withdrawn or subject to any rights of set-off, rescission, recovery, or counterclaim or similar rights or remedies and shall be paid unconditionally and used solely to discharge in full the Payment Obligation under the Offer and the Code; and
- (f) it will issue, and not revoke, and take necessary action to enforce the capital calls to each of its investors (or otherwise draw down the funds) to provide funds in the aggregate amount equal to such Equity Investor's Relevant Proportion of the Equity Commitment.

1.2 Each of the Equity Investors severally:

- (a) warrants that, as at the date of this Letter, it has either:
 - (i) sufficient funds available to it to fund such Equity Investor's Relevant Proportion of the Equity Commitment; or
 - (ii) sufficient undrawn binding and enforceable commitments from its investors that will enable it to do so;

in each case, having paid any fees and expenses that are due to be paid by it in advance of such amounts towards satisfaction of the Payment Obligations; and
- (b) undertakes to Bidco to ensure that such amount of: (i) funds available; or (ii) undrawn commitments, shall at all times until it has complied with its obligations under paragraph 1 (above) remain sufficient to make its Relevant Proportion of the Equity Commitment subject to and upon the terms of this Letter.

1.3 In no event shall: (i) an Equity Investor's individual aggregate liability under this Letter exceed its Relevant Proportion of the Equity Commitment; and (ii) the Equity Commitment exceed USD 14,000,000.

2. CONDITIONALITY

- 2.1** The several obligations of each Equity Investor to provide its Relevant Proportion of the Equity Commitment as provided in paragraph 1 above shall only be conditional upon: (i) the Scheme becoming effective in accordance with its terms (if the Offer is implemented by way of a Scheme); or (ii) the Offer becoming, or being declared, wholly unconditional in accordance with the requirements of the Code (if implemented by way of a Takeover Offer) (the date on which the Scheme becomes so effective, or the date on which the Offer becomes or is declared wholly unconditional (as applicable) being the "**Effective Date**").
- 2.2** Bidco undertakes to each Equity Investor that it shall: (a) notify each Equity Investor in writing of the of the expected date for the hearing of the High Court of Justice in England and Wales to sanction the Scheme (the "**Court Hearing**") as soon as reasonably practicable after such date is fixed (and of any adjournment, postponement or rescheduling thereof); and (b) notify each Equity Investor in writing as soon as reasonably practicable (and in any event within one Business Day) after the occurrence of the Effective Date. Failure to deliver any notice pursuant to sub-paragraph (a) of this paragraph 2.2 shall not affect the Equity Investor's obligations under this Letter.

3. DURATION

3.1 Each Equity Investor's obligations under paragraph 1 above (and otherwise as relevant under this Letter) shall terminate and be of no further force or effect upon the expiry of the Certain Funds Period (as defined below), being the "**Expiration Time**". After each Equity Investor has funded its Equity Commitment in full, the funding obligation of that Equity Investor under paragraph 1 will be fulfilled. From and after the Expiration Time, the relevant Equity Investor's obligations under paragraph 1 above (and otherwise as relevant under this Letter) shall terminate immediately and be of no further force and effect, and neither Bidco nor any other person shall have recourse against any of the Equity Investors save for any such liability arising from a breach of the obligations of this Letter occurring prior to the termination of this Letter. The "**Certain Funds Period**" means the period commencing on the date of release of the Announcement and ending on:

- (a) if the Offer is implemented by way of a Takeover Offer, the earlier of:
 - (i) the date the Takeover Offer lapses, terminates or (with the consent of the Panel) is withdrawn; and
 - (ii) 14 days after the later of the date on which the Takeover Offer is duly closed for further acceptances and (where applicable) the date of completion of the compulsory acquisition procedure under Part 28, Chapter 3 of the Companies Act 2006 in respect of any Target shares not assented to in the Takeover Offer, or in each case, if later, the date on which Bidco has satisfied in full its Payment Obligation; and
- (b) if the Offer is implemented by way of a Scheme, the earlier of:
 - (i) the date the Scheme lapses, terminates or is withdrawn (by order of the Court or otherwise); and
 - (ii) 14 days after the date the Scheme becomes effective in accordance with its terms, or, if later, the date on which Bidco has satisfied in full its Payment Obligation,
- (c) in any event, notwithstanding sub-paragraphs (a) and (b) above, February 2, 2027,

provided that, for the avoidance of doubt, a switch from a Takeover Offer to a Scheme or from a Scheme to a Takeover Offer (or, for the avoidance of doubt, any amendment to the terms or conditions of a Takeover Offer or Scheme) shall not amount to a lapse, termination or withdrawal for the purposes of this definition.

4. GENERAL

4.1 The obligations, undertakings and statements in this Letter are several and not joint or joint and several even if expressed to be otherwise.

4.2 Each of the Equity Investors warrants that it has, at the date of this Letter, the legal right and full power and authority (including all necessary consents, authorisations, confirmations or other corporate action as may be required) to execute and deliver this Letter and provide and perform fully the obligations and undertakings contained in this Letter (as applicable) which, when executed, will constitute legal, valid and binding obligations on the Equity Investors in accordance with their respective terms and will not conflict with any document, law or regulation which is binding on the Equity Investors where the result of any such conflict would prevent the Equity Investors complying with any of their respective obligations pursuant to this Letter.

4.3 Each of the Equity Investors warrants that it is duly organised and existing under the laws of its jurisdiction of organisation and that it is solvent and no resolution for the dissolution, liquidation,

winding up or other termination of the Equity Investors has been passed and nor is it aware of any circumstances which may give any person the right to initiate such resolution.

4.4 Subject to paragraph 4.5, this Letter shall be treated by each Party as strictly confidential and shall not, without each other Party's prior written consent, be disclosed in whole or in part to any person, other than:

- (a) to a Party's Affiliates, employees, directors, professional advisers and financing sources;
- (b) when necessary to enable or facilitate the enforcement of this Agreement;
- (c) by each of the Equity Investors, to any other direct or indirect shareholder in Bidco or to any bona fide potential syndicate(s) of such Equity Investor's commitment or any part thereof, in each case on a confidential basis;
- (d) by Bidco or any of the Equity Investors to RBC Capital Markets ("**RBC**") and its legal advisers in connection with RBC's cash confirmation obligations under the Code; and
- (e) where such disclosure or use is required by law or applicable regulation, the Code, the Panel, ordered by a court of competent jurisdiction or is required by the rules of any securities exchange or any other regulatory or governmental body of competent jurisdiction or in connection with any required regulatory filings related to the Offer (provided that any Party subject to such requirement shall promptly notify the other Parties, where practicable and lawful to do so, before disclosure occurs and shall cooperate with the other Parties regarding the timing and content of such disclosure (as the case may be) or any action which the other Parties may reasonably elect to take to challenge the validity of such requirement),

so long as such persons identified in sub-paragraphs (a) to (d) (inclusive) are directed to keep such information (including the existence or terms of this Letter) confidential consistent with the terms of this paragraph 4.4.

4.5 Notwithstanding anything that may be expressed or implied in this Letter, Bidco, by acceptance of this Letter, acknowledges and agrees that no person other than the Parties and their permitted assignees shall have any obligation under this Letter and that no recourse shall be had against any Affiliated Party (as defined in this paragraph), whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law or otherwise, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Affiliated Party for any obligations of any Equity Investor or Bidco under this Letter or any documents or instruments delivered in connection with this Letter or for any claim based on, in respect of, or by reason of such obligation or their creation. For purposes of this paragraph, "**Affiliated Party**" means any former, current or future director, officer, or employee of any Equity Investor. Each of the Equity Investors shall have the right to transfer its obligations hereunder to any Affiliate, and its Relevant Proportion hereunder will be reduced by any amounts actually funded to Bidco by such Affiliate (and not returned), provided that such transfer shall not relieve any such Equity Investor from its liability hereunder in the event that such transferee fails to perform such assigned obligations (and provided such transfer is first approved in writing by RBC, acting reasonably).

4.6 For the avoidance of doubt, the Equity Commitments will be funded to Bidco and under no circumstance will the Target be entitled to or seek that the Equity Investors fund, or cause the funding of, the Equity Commitments directly to the Target or any other person (save as required by the Code or to fulfil the Payment Obligation).

- 4.7** Save as otherwise set out in this Letter, a person who is not an addressee of this Letter has no right under the Contracts (Rights of Third Parties) Act 1999 (or otherwise) to enforce any term of; or enjoy any benefit under, this Letter.
- 4.8** The provisions of this Letter shall be binding upon the Parties and their respective heirs, legal representatives, successors and assigns.
- 4.9** No variation of this Letter shall be effective unless in writing and signed by or on behalf of all of the Parties.
- 4.10** Save as otherwise set out in this Letter, neither this Letter nor any right or obligation hereunder shall be assigned, pledged, held in trust or otherwise transferred in whole or in part, without the prior written consent of the other Parties hereto.
- 4.11** Nothing contained in this Letter shall be deemed to constitute a partnership between the Parties or constitute either party the agent of the other party for any purpose, and persons shall not be deemed to be connected with each other or to be acting in concert solely because they are Parties to this Letter.
- 4.12** If any provision in this Letter shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties. To the extent it is not possible to delete or modify the provision, in whole or in part then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Letter and the legality, validity and enforceability of the remainder of this Letter shall, subject to any deletion or modification made under this clause, not be affected.
- 4.13** This Letter 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 Letter by executing any such counterpart.
- 4.14** This Letter and any non-contractual obligations arising out of or connected with it are governed by English law. The Parties irrevocably agree that all disputes arising under or in connection with this letter, or in connection with the negotiation, existence, legal validity, enforceability or termination of this letter, regardless of whether the same shall be regarded as contractual claims or not, shall be exclusively governed by and determined only in accordance with English law. The Parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction, and that no other court is to have jurisdiction to:
- (a) determine any claim, dispute or difference arising under or in connection with this letter or in connection with the negotiation, existence, legal validity, enforceability or termination of this letter, whether the alleged liability shall arise under the law of England and Wales or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts ("**Proceedings**"); and
 - (b) grant interim remedies, or other provisional or protective relief.
- 4.15** The Parties submit to the exclusive jurisdiction of the English courts and accordingly any Proceedings may be brought against the parties or any of them or any of their respective assets in the English courts.
- 5. Notices**
- 5.1** Any notice or other communication given under this Letter or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed as provided in paragraph 5.2 and served:

- (a) by leaving it at the relevant address in which case it shall be deemed to have been given upon delivery to that address;
- (b) if within the United Kingdom, by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting;
- (c) if from or to any place outside the United Kingdom, by air courier, in which case it shall be deemed to have been given two Business Days after its delivery to a representative of the courier;
- (d) if from or to any place outside the United Kingdom, by pre-paid airmail, in which case it shall be deemed to have been given five Business Days after the date of posting; or
- (e) by e-mail, in which case it shall be deemed to have been given when despatched subject to confirmation of delivery by a delivery receipt,

provided that any notice despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

5.2 Notices under this Letter shall be sent for the attention of the person and to the address, or e-mail address, subject to paragraph 5.3, as set out below:

For the Equity Investors:

Name:

For the attention of:

Address:

E-mail address:

with a copy to:

Name:

For the attention of:

Address:

E-mail address:

For Bidco:

Name:

For the attention of:

Address:

E-mail address:

with a copy to:

Name:

For the attention of:

Address:

E-mail address:



- 5.3** Any party to this Letter may notify the other parties of any change to its address or other details specified in paragraph 5.2; *provided that* such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later.
- 5.4** Without prejudice to any other method of service permitted under any relevant law each Equity Investor, each Equity Investor hereby irrevocably authorises and appoints [REDACTED] to accept on their respective behalves service of all legal process arising out of or in connection with any proceedings before the English courts in connection with this letter. Such service shall be deemed completed on delivery to such agent and shall be valid until such time as Bidco has received prior written notice that such agent has ceased to act as agent. If any of these appointments are terminated for any reason, the relevant party will promptly appoint a replacement agent acceptable to Bidco and deliver to the Financial Adviser the new agent's name and address within England or Wales.
- 5.5** For the purposes of this paragraph 5:
- (a) **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London; and
 - (b) **"Working Hours"** means 08:00 to 18:00 hours in the location where a notice is being received.

SCHEDULE 1
EQUITY INVESTORS

(1) Equity Investor	(2) Relevant Proportion	(3) Amount of Commitment (USD)
Arrowmark Fundamental Opportunity Fund, L.P.	100%	\$14,000,000

SIGNATURE BLOCKS

The Equity Investors

ArrowMark Fundamental Opportunity Fund, L.P.

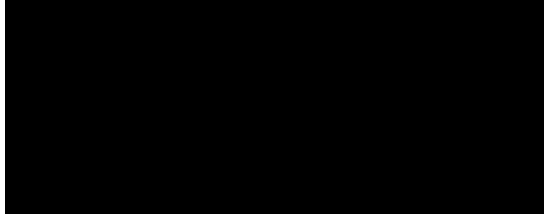
By: its General Partner, ArrowMark Partners GP, LLC



Title: Authorized Signatory

Bidco

U.K. Piston Bidco Limited



Its: Authorized Signatory