IRREVOCABLE UNDERTAKING (DIRECTOR SHAREHOLDER) TAKEOVER

To: **U.K. Piston BidCo Limited**

Suite 1, 7th Floor

50 Broadway

London SW1H 0DB

United Kingdom

(the "**Bidder**")

19 August 2026

Dear Directors,

Proposed offer by the Bidder for the entire issued and to be issued ordinary share capital of Pinewood Technologies Group PLC (the "Company")

It is proposed that an offer to acquire all the issued and to be issued ordinary shares of £1.00 each in the Company (the "**Ordinary Shares**") will be made by the Bidder on, or substantially on, the terms and subject to the conditions set out in the draft press announcement annexed hereto (the "**Press Announcement**"), subject to such non-material amendments or additions to such terms and conditions as may be agreed by the Bidder and the Company, or as may be required by the Panel or the Court (the "**Acquisition**").

It is acknowledged that the Acquisition is expected to be implemented by way of a Scheme but that the Bidder has reserved the right, in the circumstances set out the Press Announcement and subject to the terms of the Cooperation Agreement, to implement the Acquisition by way of a Takeover Offer substantially on the terms and subject to the conditions set out in the Press Announcement.

This letter sets out the terms on which I will vote in favour of all the resolutions necessary to approve the Offer (or, if implemented by way of a Takeover Offer, accept the Offer) substantially on the terms of the Press Announcement, together with such additional and further terms and conditions as are usual in transactions of this nature or as may be required to comply with the UKLR and the requirements of the Code and/or such additional terms and conditions as may be agreed with the Panel.

Certain terms used in this letter are defined in paragraph 6.12 below.

1. WARRANTIES

1.1 I warrant, confirm and represent to the Bidder that:

1.1.1 I am the registered holder and/or beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including the ability to procure the transfer of) the number of ordinary shares in the capital of Company listed in Part 1 of the schedule to this letter (the "**Committed Shares**"), which expression shall include:

(a) any shares in the capital of the Company of which I may become the registered holder or beneficial owner after the date of this letter; and

(b) any shares attributable to or deriving from the Ordinary Shares listed in Part 1 of the schedule to this letter or referred to in paragraph 1.1.1(a) (whether as a result of a reorganisation of the share capital of the Company or otherwise);

1.1.2 the Committed Shares comprise my entire interest in the share capital of the Company and will be transferred to the Bidder pursuant to the Offer free from all charges, liens, options, equities, rights of pre-emptions and other encumbrances and adverse third-party rights and interests of any description or nature and together with all rights now or subsequently attaching to them, including the right to all dividends and distributions declared, made or paid after the date of this letter;

1.1.3 I do not hold any options, warrants or other rights to subscribe for Ordinary Shares as at the date of this letter;

1.1.4 I have the full power and authority and the right (free from any legal or other restrictions) to enter into this letter and perform the undertakings contemplated by it; and

1.1.5 I am not acting in concert with any person, as defined in the Code and construed by the Panel (disregarding for this purpose any person giving an irrevocable undertaking to accept the Offer) save in respect of the Company.

2. IRREVOCABLE UNDERTAKINGS IN RESPECT OF THE OFFER

Voting in favour of the Scheme

2.1 If the Offer is implemented by way of a Scheme, I irrevocably undertake to the Bidder:

2.1.1 to exercise or procure the exercise of all voting rights in respect of the Committed Shares:

(a) in favour of all the resolutions necessary to approve the Scheme to be proposed at the general meeting and the Court-convened meeting of the Company to be convened in connection with the Scheme or any adjournments or postponements thereof (the "**General Meeting**" and the "**Court Meeting**" respectively);

(b) in accordance with the Bidder's instructions in respect of any resolutions (whether or not amended and whether put to a show of hands or conducted by way of a poll) to be proposed at the General Meeting or Court Meeting or any adjournments or postponements thereof which (if passed):

(i) might reasonably be expected to result in any condition of the Offer not being fulfilled;

(ii) is necessary to implement the Acquisition, including proposed amendments to the articles of association of the Company that are required in connection with the implementation of the Offer by way of a Scheme; or

(iii) which might reasonably be expected to, impede or frustrate the Offer in any way (including any resolution to approve a scheme of arrangement proposed by a third party in competition with the Scheme);

2.1.2 without prejudice to any right I have to attend and vote in person at the General Meeting and the Court Meeting, to execute any forms of proxy required by the Bidder in respect of the Committed Shares appointing any person set out in the form of proxy enclosed with the formal document detailing the terms and conditions of the Scheme (the

"**Scheme Document**") or any other person nominated by the Bidder to attend and exercise all voting rights attaching to the Committed Shares at the General Meeting or the Court Meeting (and any adjournment of any such meeting) to approve or to give effect to the Scheme, or as otherwise reasonably directed by the Bidder, in respect of any resolution and to ensure that any such form of proxy is received by the Company's registrars not later than 6.00 p.m. on the tenth business day after the date of publication of the Scheme Document and, if applicable, in respect of any Committed Shares held in uncertificated form, to take or procure the taking of any other action which may be required by the Bidder or its nominated representative in order to make a valid proxy appointment and give valid proxy instructions (voting in favour of the resolutions to approve the Scheme or otherwise as reasonably directed by the Bidder);

2.1.3 not to revoke the terms of any proxy submitted pursuant to paragraph 2.1.2 either in writing or by attendance at the General Meeting or the Court Meeting or otherwise; and

2.1.4 to cause the registered holder of any Committed Shares which are not registered in my name to comply with (and I shall take all such reasonable actions as may be necessary or desirable to enable the registered holder of any such shares to comply with) the undertakings in this paragraph 2.1 in respect of such shares.

Acceptance of a Takeover Offer

2.2 If the Offer is implemented by way of Takeover Offer, I undertake to the Bidder to perform my obligations under this letter, including paragraph 2.1, *mutatis mutandis* in respect of the Committed Shares and, in particular:

2.2.1 to accept (or procure the acceptance of) the Offer in respect of the Committed Shares in accordance with the terms and conditions of the formal document containing the terms and conditions of the Takeover Offer (the "**Offer Document**"), not later than 6.00 p.m. on the tenth business day after the date of publication of the Offer Document or, in relation to Committed Shares falling within either paragraph 1.1.1(a) or paragraph 1.1.1(b), as soon as practicable after I become the registered holder or beneficial owner of such Committed Shares; and

2.2.2 not to withdraw my acceptance of the Offer in respect of any or all of the Committed Shares notwithstanding that I may have become entitled to withdraw my acceptance by virtue of the rules of the Code or the terms of the Offer and I shall procure that my acceptance of the Offer is not withdrawn in respect of any or all of the Committed Shares.

Election for the Rollover Alternative

2.3 I undertake to the Bidder that it is my intention, so far as practicable and subject to the terms and conditions of my holdings of Committed Shares (which are subject to certain custodian arrangements), to submit an election for the Rollover Alternative in respect of my current holdings of Ordinary Shares only (excluding any Ordinary Shares acquired pursuant to the exercise or vesting of awards under any long-term incentive plan, share incentive plan or other share-based incentive arrangement of the Company) in accordance with the Scheme Document or Offer Document, as soon as practicable and in any event no later than 6.00 p.m. on the tenth business day after publication of the Scheme Document or Offer Document (as applicable).

3. ADDITIONAL UNDERTAKINGS

Restrictions

3.1 I further undertake to the Bidder:

3.1.1 not myself to, and not to permit any other person to, sell, transfer, mortgage, charge or otherwise encumber, grant any option or other right over or otherwise deal with or dispose of any or all of the Committed Shares or any interest in any or all of them other than: (i) pursuant to the Offer; or (ii) where such transfer is undertaken as part of my bona fide tax planning provided that I will procure the transferee or beneficiary of the transferee signs and delivers to the Bidder an irrevocable undertaking in the same terms as set out herein;

3.1.2 not to accept (or vote any Committed Shares in favour of), conditionally or unconditionally, or give any undertaking or other commitment to accept (or to vote any Committed Shares in favour of) any offer, scheme of arrangement, merger or business combination in respect of any or all of the Committed Shares, by any person other than the Bidder;

3.1.3 not to purchase any further Ordinary Shares or any interest in any further Ordinary Shares without the prior written consent of the Bidder;

3.1.4 to exercise or procure the exercise of my voting rights attached to the Committed Shares in accordance with the instructions of the Bidder on any resolution necessary for the implementation of the Offer;

3.1.5 to exercise or procure the exercise of all rights attaching to the Committed Shares to requisition or join in the requisitioning of any general meeting as the Bidder may request for the purpose of considering any resolution necessary for the implementation of the Offer, or to require the Company to give notice of any such meeting, only in accordance with the Bidder's instructions;

3.1.6 in my capacity as a shareholder of the Company, not to requisition, or join in requisitioning, any general or class meeting of the Company for the purposes of voting on any resolution to approve an acquisition or any other transaction or corporate action which is proposed in competition with or which would otherwise be reasonably expected to frustrate or impede the Offer;

3.1.7 execute and do and procure to be executed and done all such documents, acts and things as may be necessary to be executed or done by me (or, where applicable, the registered holder) in connection with the performance of my obligations under this letter; and

3.1.8 not to procure or enter into (or permit the entry into of) any agreement or arrangement (whether conditional or unconditional) to do any or all of the acts referred to in paragraphs 3.1.1 to 3.1.6.

Information

3.2 I shall promptly on demand supply, or procure the supply of, to the Bidder all information relating to me and any other person with whom I am associated or connected for the purposes of the Code and/or the Companies Act and which the Bidder requires to comply with any applicable law, the UKLR, the Code or the requirements of the Panel. I shall notify the Bidder promptly of any changes in such information.

Press Announcement

3.3 I consent to:

3.3.1 a copy of this letter being disclosed to the Panel;

3.3.2 the inclusion of references to me and, if applicable, the registered holder of any Committed Shares, and the particulars of this letter and my holdings of relevant securities being included in the Press Announcement (substantially in the terms attached) and in the Offer Document, Scheme Document, as the case may be, or any other document issued by or on behalf of the Bidder and/or the Company in connection with the Acquisition; and

3.3.3 this letter being made available for inspection as required by Rule 26 of the Code.

Confidentiality

3.4 I undertake to the Bidder that I will keep the contents of this letter and the matters referred to in it strictly confidential pending the release of the Press Announcement and that I will not make any announcement in connection with the Offer (or which refers expressly or impliedly to the Bidder or any person connected with it in any announcement released before the Press Announcement) without it being approved in writing by the Bidder as to its content, form and manner of publication save that any announcement required to be made by law or pursuant to the UKLR or the Code may be made without such approval.

4. POWER OF ATTORNEY

4.1 In order to secure the performance of my obligations under paragraph 2, I irrevocably appoint the Bidder, acting by any of its directors from time to time, to be my attorney, in my name (or otherwise) and on my behalf to execute or submit any form or forms of proxy or form or forms of acceptance of the Offer in respect of the Committed Shares and/or such other document(s) (whether in hard-copy or electronic form) and to do such other acts and things as may be necessary to exercise or procure the exercise of the voting rights in favour of or to accept or procure the acceptance of the Offer in respect of the Committed Shares whether the Committed Shares are held in certificated or uncertificated form if, by 6.00 p.m. on the tenth business day after the date of publication of the Scheme Document or Offer Document (as applicable), I have failed to comply with my obligations in paragraph 2. This power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until such time as this letter terminates under paragraph 5.

5. TERMINATION

5.1 Save in respect of paragraphs 3.4 and 5.2, the provisions of this letter will terminate immediately if:

5.1.1 the Press Announcement containing a recommendation of the Offer by the board of directors of the Company in a form acceptable to the Bidder, is not released on or before 6:00 p.m. on 19 August 2026 (or such later date as the Bidder and the Company may agree);

5.1.2 on the earlier of (a) the Long-Stop Date (as defined in the Press Announcement); or (b) the date on which the Offer lapses in accordance with its terms, provided that this paragraph 5.1.2 shall not apply where the Offer lapses as a result of the Bidder exercising its right to implement the Offer by way of a Takeover Offer in accordance with the Code rather than by way of a Scheme (or vice versa); or

5.1.3 the Scheme does not become effective or, if applicable, the Offer lapses or is withdrawn and no new, revised or replacement Scheme or Offer is or has been announced in accordance with Rule 2.7 of the Code at the same time.

5.2 If the provisions of this letter terminate I shall have no claim against the Bidder and the Bidder shall have no claim against me save in respect of any breaches of contract committed prior to termination.

6. GENERAL

6.1 I confirm that I have been given an adequate opportunity to consider whether or not to enter into this letter and to obtain independent advice.

6.2 This letter shall be binding on my estate and personal representatives.

6.3 In respect of any Committed Shares not registered in my name, I undertake to procure their registered holder to comply with my obligations under this letter.

6.4 No term of this letter is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to it.

6.5 The invalidity, illegality or unenforceability of any provision of this letter shall not affect the continuation in force of the remainder of this letter.

Registered holder

6.6 To the extent any of the Committed Shares are not registered in my name, I will procure the registered holder(s) to act in accordance with the terms of this letter.

Time

6.7 Time shall be of the essence in relation to this letter both as regards the times, dates or periods mentioned in it and as regards any times, dates or periods which may, by written agreement between the Bidder and me, be substituted for them.

Remedy

6.8 I agree that if I should be in breach of any of the obligations in this letter, damages may be an inadequate remedy and that an order for specific performance or other equitable remedies may be the appropriate remedy for such breach, without prejudice to any other rights which the Bidder may have.

Assigns

6.9 I agree that I shall not assign or purport to assign any of my rights or benefits under this agreement.

Financial adviser

6.10 I acknowledge that, in connection with the Offer, the Bidder's financial adviser is acting for the Bidder and for no-one else and agree that the Bidder's financial adviser will not provide to me the protections afforded to its customers and will not advise me in relation to the Offer.

Rule 2.10 acknowledgment

6.11 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.

Definitions and interpretation

6.12 In this letter:

"**Code**" means the City Code on Takeovers and Mergers (which is to be construed as meaning the edition of the Code in force at the date of this letter and all revisions and re-issues of the Code from time to time);

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

"**Cooperation Agreement**" means the cooperation agreement entered into between the Bidder and the Company;

"**Court**" means the High Court of Justice in England and Wales;

"**Market Abuse Regulation**" means Regulation (EU) No 596/2014 (as it forms part of assimilated legislation (within the meaning of the Retained EU Law (Revocation and Reform) Act 2023);

"**Offer**" means the offer by the Bidder to acquire all of the issued and to be issued Ordinary Shares on, or substantially on, the terms and conditions set out in the Press Announcement, whether implemented by way of a Scheme or a Takeover Offer and the expression "**Offer**" extends to any revised or increased offer made by or on behalf of the Bidder for the issued and to be issued share capital of the Company which is no less favourable than the terms set out in the Press Announcement;

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

"**Rollover Alternative**" has the meaning given to it in the Press Announcement;

"**Scheme**" means a scheme of arrangement under Part 26 of the Companies Act;

"**Takeover Offer**" has the meaning given to it in Part 28 of the Companies Act and extends to any improved or increased offer by the Bidder, the terms of which, in the reasonable opinion of the Company's financial adviser, Jefferies International Limited, are at least as favourable to shareholders of the Company as the original Takeover Offer; and

"**UKLR**" means the UK listing rules made by the United Kingdom's Financial Conduct Authority under Part VI of the Financial Services and Markets Act 2000 as amended (as they may be amended from time to time).

6.13 In this letter:

6.13.1 a reference to a person having an "**interest in shares**" or securities means: (a) anything that constitutes an interest under schedule 1 of the Companies Act and (b) (to the extent not covered by (a)) anything that is treated as an interest under the definition in the Code of "interests in securities";

6.13.2 the expressions "**business day**" and "**dealing**" have the meaning given to them in the Code;

6.13.3 the headings and sub-headings are included for convenience only and shall not affect its interpretation; and

6.13.4 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa.

Law and jurisdiction

6.14 This letter, and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims), are governed by the law of England and Wales. I irrevocably agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with this letter or its subject matter (including non-contractual disputes or claims).

THIS LETTER has been executed as a deed, is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE

Part 1
Committed Shares

(1)	(2)	(3)
Name and address of registered holder	**Name and address of beneficial owner**	**Description of share**
Hargreaves Lansdown (Nominees) Limited One College Square South, Anchor Road, Bristol, BS1 5HL.	Jemima Bird [redacted]	32,518 shares

Part 2
Options, Warrants and Other Rights

(1)	(2)	(3)	(4)
Name and address of registered holder	**Name and address of beneficial owner**	**Number of Ordinary Shares subject to options, warrants and other rights**	**Exercise period**
n/a	n/a	n/a	n/a

ANNEX

Press Announcement

EXECUTION PAGE

SIGNED and **DELIVERED** as a **DEED** by **JEMIMA BIRD**

in the presence of:

[redacted]

[redacted]