

## DEED OF IRREVOCABLE UNDERTAKING

From: Giles Willits

To: The Directors  
Acceler8 Ventures Plc ("**AC8**")  
28 Esplanade  
St. Helier  
JE2 3QA  
Jersey

30 June 2026

Dear Sirs

### Proposed acquisition of Intuitive Investments Group plc (the "**Company**") by AC8

I understand that AC8 is considering a transaction pursuant to which it would acquire (the "**Acquisition**") the entire issued and to be issued ordinary shares of £0.10 each in the Company (the "**Shares**") for the consideration set out (and on the terms set out) in the draft rule 2.7 announcement attached to this letter (the "**Announcement**"), subject to such amendments or additions to such terms and conditions as may be required by the City Code on Takeovers and Mergers (the "**Code**"), the Panel on Takeovers and Mergers (the "**Panel**"), the High Court of Justice in England and Wales (the "**Court**"), the Financial Conduct Authority (in exercising its primary markets function), the London Stock Exchange or any applicable law or regulation. I also understand that the Acquisition is proposed to be implemented by way of a scheme of arrangement under Part 26 of the Companies Act 2006 (the "**Act**").

In this letter, the "**Scheme**" means the proposed scheme of arrangement of the Company to implement the Acquisition as described above and includes any new, revised, improved or increased scheme for the acquisition of the Company by AC8 (or by one of its subsidiaries). Certain other terms used in this letter are defined in paragraph 10.5.

In this letter, the term "**Committed Shares**" includes: (i) the Shares specified in Part A of Schedule 1 (*The Committed Shares*) to this letter (the "**Existing Shares**"); and (ii) any further shares in the capital of the Company of which (notwithstanding paragraph 3) I may become the registered holder or beneficial owner of, or in respect of which I may otherwise become entitled to exercise all rights and interests, after the date of this letter, whether or not deriving from or attributable to the Existing Shares or options and rights specified in Part B of Schedule 1 (*The Committed Shares*) to this letter.

I undertake, confirm, represent, warrant and agree to and with AC8 on the terms set out in this letter, which is entered into as a deed.

### 1 Representations and warranties

1.1 I hereby irrevocably and unconditionally represent and warrant to you that:

1.1.1 I am the registered holder and/or beneficial owner of, or otherwise able to procure the transfer of and the exercise of all other rights including voting rights attaching to, the

Existing Shares and there are no restrictions on the manner in which I am entitled to vote the Existing Shares;

1.1.2 Schedule 1 sets out true, complete and accurate details of:

- (a) the registration, ownership and control of the Existing Shares; and
- (b) all options, warrants and other rights I may have (if any) to subscribe for, purchase or otherwise acquire any securities of the Company;

1.1.3 there are no Shares in which I am interested or taken to be interested, except for the Existing Shares;

1.1.4 I am able to transfer, or procure the transfer of the Committed Shares pursuant to the Acquisition, free from all liens, charges, options, equities, rights of pre-emption and other encumbrances and third party rights and interests of any nature and together with all rights (including the right to all dividends and distributions) now or at any time attaching or accruing to them;

1.1.5 so far as I am aware, I am not acting in concert with any other person, as defined in the Code (disregarding for this purpose any person I may be deemed to be acting in concert with because I am a director of the Company or they are giving an irrevocable undertaking to AC8); and

1.1.6 I have full power, capacity and authority to enter into this letter and to perform my obligations contained in this letter, to exercise (or procure the exercise of) all voting rights attaching to the Committed Shares and otherwise take all necessary actions (or procure they are taken) to approve the Scheme in respect of the Committed Shares, and to transfer or procure the transfer of the Committed Shares.

1.2 The warranties and representations in paragraph 1.1 shall not be affected or extinguished by completion of the Acquisition.

## **2 Undertaking to vote in favour of the Scheme and other obligations**

2.1 Solely in my capacity as holder of the Committed Shares and, for the avoidance of doubt, not in my capacity as a director of the Company and unless and until this letter lapses in accordance with paragraph 9, I irrevocably undertake to AC8 that:

2.1.1 I shall attend, in person or by proxy, any general or class meeting ("**General Meeting**") and Court convened meeting ("**Court Meeting**") of the Company in connection with the Scheme, or at an adjournment of any such meeting;

2.1.2 I shall exercise or, where applicable, procure the exercise of, all voting rights (whether on a show of hands or on a poll and whether in person or by proxy) attaching to the Committed Shares to vote in favour of all resolutions to approve the Scheme, and to vote only in accordance with AC8's written instructions in respect of any other Scheme Resolution, in each case as proposed at any General Meeting and Court Meeting of the Company in connection with the Scheme, or at an adjournment of any such meeting;

- 2.1.3 I shall exercise or, where applicable, procure the exercise of, all rights attaching to the Committed Shares to requisition or join in the requisitioning of any General Meeting as AC8 may request for the purpose of considering any Scheme Resolution, or to require the Company to give notice of any such meeting, only in accordance with AC8's instructions;
- 2.1.4 for the purposes of voting on any Scheme Resolution, I shall execute any form of proxy and, in respect of my Committed Shares in uncertificated form, take any action to make a valid proxy appointment and give valid proxy instructions, appointing any person nominated by AC8 to attend and exercise all voting rights attaching to the Committed Shares at any meeting of the shareholders of the Company as directed by AC8 and, in particular, I shall, if required by AC8, execute and return the forms of proxy enclosed with the formal document containing the explanatory statement in respect of the Scheme (the "**Scheme Document**") in accordance with the instructions printed on such forms of proxy and, in respect of the Committed Shares in uncertificated form, take action to make a valid proxy appointment(s) and give valid proxy instructions:
- (a) appointing a person nominated by AC8 to attend each of the General Meeting and the Court Meeting (and any adjournment of any such meeting) to be held to implement the Scheme; and
  - (b) instructing the proxy to exercise all voting rights attaching to the Committed Shares to vote in favour of the Scheme Resolutions to be proposed at such meetings,
- as soon as possible and in any event not later than 3.00 p.m. on the fifth business day after the publication of the Scheme Document;
- 2.1.5 I shall not revoke the terms of any proxy submitted in accordance with paragraph 2.1.4, whether in writing or by attendance at any General Meeting or Court Meeting or otherwise;
- 2.1.6 I shall accept any proposal made by AC8 to the holders of options over Shares, subscription rights and convertible securities in compliance with Rule 15 of the Code in respect of all such options, subscription rights and convertible securities held by me, to the extent that the same have not lapsed or been exercised, no later than five business days after receipt of such proposal, or otherwise allow such options, subscription rights and convertible securities to lapse;
- 2.1.7 I shall cause the registered holder of any Committed Shares which are not registered in my name to comply with (and I shall take all actions as may be necessary or desirable in order to enable the registered holder of any such shares to comply with) the undertakings in paragraphs 2.1.2 to 2.1.6 in respect of such shares; and
- 2.1.8 I shall from time to time promptly complete, execute and deliver such documents and do all such other things as may be necessary to give full effect to each of my undertakings, agreements, warranties, representations, appointments and consents as set out in this letter.
- 2.2 In this letter, a "**Scheme Resolution**" is any resolution (whether or not amended) proposed at a General Meeting or Court Meeting (or at an adjourned General Meeting or Court Meeting) or otherwise put to shareholders of the Company which:

- 2.2.1 would have any adverse impact on the fulfilment of any condition to the Acquisition;  
or
- 2.2.2 is necessary to implement the Acquisition; or
- 2.2.3 would impede or frustrate the Acquisition in any way (including any resolution to approve a scheme of arrangement proposed by a third party in competition with the Scheme),

and includes any resolution to adjourn a meeting at which such a resolution is to be considered and any resolution to amend a resolution falling within this paragraph.

### **3 Dealings**

3.1 I undertake to you that, before the Scheme becomes effective, lapses or is withdrawn, I shall not, and shall procure that the registered holder of any of the Committed Shares which are not registered in my name shall not:

- 3.1.1 sell, transfer, charge, pledge, encumber, grant any option, lien or other right over, or otherwise dispose of or deal with the Committed Shares, or permit any such action to occur in respect of all or any of the Committed Shares or any interest in any of them, except pursuant to the Acquisition;
- 3.1.2 accept (or vote any Committed Shares in favour of), 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 made or proposed to be made in respect of all or any of the Committed Shares by any person other than AC8;
- 3.1.3 except with the prior written consent of AC8, and save for any shares acquired in connection with the vesting of awards or the exercise of options under any of the Company's share option plans, purchase or otherwise acquire any further interest in shares or other securities of the Company or any options or other derivative securities referenced to such shares or securities; or
- 3.1.4 (other than pursuant to the Acquisition) enter into any agreement or arrangement, incur any obligation or give any indication of intent, or permit any agreement or arrangement to be entered into, any obligation to arise or any indication of intent to be given (in any case whether conditionally or unconditionally and whether or not legally binding) to do any of the acts referred to in subparagraphs 3.1.1 to 3.1.3 of this paragraph 3.1 or which would or might restrict or impede the Scheme becoming effective or my ability to comply with any of my obligations set out in this undertaking.

### **4 Consents**

4.1 I consent to:

- 4.1.1 a copy of this letter being disclosed to the Panel;
- 4.1.2 the inclusion of references to me and particulars of this letter and my holdings of relevant securities being included in the Announcement, the Scheme Document and any other announcement made, or document issued, by or on behalf of AC8 and/or the Company in connection with the Acquisition (each an "**Acquisition Document**"); and

4.1.3 this letter being made available for inspection as required by Rule 26.1 of the Code.

4.2 Subject to applicable laws and any applicable obligations of confidentiality, I shall promptly give you all information and any assistance you may reasonably require relating to me or the Committed Shares for the preparation of any Acquisition Document in order to comply with the requirements of the Court, the Code, the Panel, London Stock Exchange plc, or any other legal or regulatory requirement. I will notify you in writing of any change in the accuracy, import or impact of any such information previously provided by me immediately upon my becoming aware of any such change.

4.3 I further acknowledge that I am obliged to make appropriate disclosures under Rule 2.10(c) of the Code promptly after becoming aware that I will not be able to comply with the terms of this deed or no longer intend to do so.

## 5 **Secrecy**

I understand that until such time as the Acquisition is announced, the information I have received from you in connection with the Acquisition must be kept confidential. I undertake not to disclose to any third party:

5.1.1 the existence or subject matter of this letter or the possibility of the Acquisition and/or its proposed terms; or

5.1.2 details of our discussions relating to the Acquisition (whether before or after the release of the Announcement),

except in each case to the extent that such matters have been made public through the issue of the Announcement or any other Acquisition Document, or as required by applicable law or any competent regulatory body. The obligations in this paragraph 5 shall survive termination of this letter.

## 6 **Offer alternative**

6.1 I acknowledge that AC8 shall have the right and may elect at any time (with the consent of the Panel) to implement the Acquisition by way of a takeover offer (an "**Offer**"), instead of by way of Scheme.

6.2 If an Offer is made by AC8:

6.2.1 I undertake and warrant that this letter will continue to be binding *mutatis mutandis* in respect of the Committed Shares and, in particular, I undertake to accept, or procure acceptance of, the Offer in respect of the Committed Shares as soon as possible and in any event within five business days after publication of the formal document containing the Offer (the "**Offer Document**");

6.2.2 I further undertake, if so required by AC8, to execute or procure the execution of all such other documents as may be necessary to give AC8 the full benefit of this letter;

6.2.3 all references in this letter to the Scheme shall, where the context permits, be read as references to the Offer (or to both the Scheme and the Offer, as appropriate); and

6.2.4 references to the Scheme Document shall be read as references to the Offer Document.

## **7 Capacity**

I am entering into this undertaking in my capacity as a shareholder of the Company only and not in my capacity as a director of the Company. Nothing in this undertaking will require me to take or not take any decision or action in my capacity as a director of the Company. You recognise that in my capacity as a director of the Company, I owe fiduciary duties to the Company and I have duties under the Code (together, the "**Legal Duties**") and accordingly nothing in this letter will require or oblige me to do or refrain from doing any act or thing which would have the effect of contravening those Legal Duties or which is otherwise done or not done in my capacity as a director of the Company.

## **8 Power of attorney**

In order to secure the performance of my obligations under paragraph 2, I irrevocably appoint any director for the time being of AC8 to be my attorney to execute in my name and on my behalf forms of proxy for any Court Meeting or General Meeting appointing any person nominated by AC8 to attend any General Meeting or Court Meeting and to vote on a Scheme Resolution in respect of the Committed Shares and to execute any form of acceptance issued in connection with the Acquisition if structured as an Offer, provided that this appointment shall not take effect unless I fail to comply with any such obligation within the relevant time specified for compliance and further fail to comply with a request to remedy such non-compliance within two (2) business days of notice of the same from AC8. I undertake to ratify any act properly performed by my attorney in accordance with the terms of this paragraph 8. 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 lapses under paragraph 9.

## **9 Lapse of obligations**

9.1 This letter will lapse and my obligations under this letter will cease to have effect:

9.1.1 if a press announcement substantially in the form of the Announcement is not released by 5.00 p.m. on 30 June 2026 (or such later date as AC8 and the Company may agree);

9.1.2 if the Scheme Document is not published within 28 days of the date of release of the Announcement (or within such longer period as the Panel may agree);

9.1.3 if the Acquisition lapses or is withdrawn in accordance with its terms; or

9.1.4 on the date on which any competing offer for the entire issued and to be issued ordinary share capital of the Company is declared wholly unconditional or, if proceeding by way of scheme of arrangement, becomes effective.

9.2 If this letter lapses, no party shall have any claim against any other save in respect of any prior breach and (subject to the requirements of the Code, the Panel, the Court and any applicable law or regulation) nothing in this letter shall oblige AC8 to announce the Acquisition or, if announced, to proceed with it.

## 10 General

- 10.1 I confirm that I am not the customer of your financial adviser, Joh. Berenberg, Gossler & Co. KG, London Branch ("**Berenberg**"), and that Berenberg owes me no duties or responsibilities whatsoever in relation to the Acquisition, the Scheme or this letter as its customer or deemed customer.
- 10.2 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 about the nature of this letter.
- 10.3 I agree that if I should breach any of my obligations under this letter, damages would not be an adequate remedy and that, without prejudice to any other remedies you may have, you shall be entitled to the remedies of injunction, specific performance and other equitable relief.
- 10.4 Any time, date or period referred to in this letter may be varied by mutual agreement between the parties but, as regards any time, date or period originally fixed or so varied, time shall be of the essence.
- 10.5 In this letter:
- 10.5.1 "**business day**" has the meaning set out in the Code; and
- 10.5.2 being "**interested in**" or having "**interests in**" shares or securities shall be interpreted in accordance with the Code and Part 22 of the Act.
- 10.6 This letter shall be binding on my estate and personal representatives.
- 10.7 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.
- 10.8 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.
- 10.9 The invalidity, illegality or unenforceability of any provision of this letter shall not affect the continuation in force of the remainder of this letter.

## 11 Governing law

This letter and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

I intend this letter to be a deed and sign and deliver it as a deed.

\*signature page follows\*

Giles Willits

SIGNED as a deed by Giles Willits in the presence of: )  
)

Witness's signature:

Witness's name  
(in capitals):

Witness's address:

**SCHEDULE 1  
THE COMMITTED SHARES**

**Part A: Committed Shares**

<b>Registered holder</b>	<b>Beneficial owner</b>	<b>Number of Shares</b>
Giles Willits		269,190 Ordinary Shares

**Part B: Options, warrants and other rights to subscribe for, purchase or otherwise acquire any securities of the Company**

<b>Registered holder</b>	<b>Type of securities</b>	<b>Number of securities</b>	<b>Other information</b>
Giles Willits	C Shares	31,210	C Ordinary Shares held in the share capital of Hui10, which can be exchanged in consideration for shares in the Company under Hui10 articles

