

IRREVOCABLE UNDERTAKING

From:
Robert Ridley

To:
The Directors

19 September 2025

Dear Sirs

Project Moneta

1. BACKGROUND

1.1 We, the undersigned, understand that the board of the Company will recommend that the shareholders of the Company approve the proposed acquisition of the Company by way of a court sanctioned scheme of arrangement under the Companies (Jersey) Law 1991 as amended in exchange for shares in Odysseus Holdings Limited, a new Jersey incorporated entity with registration number 161481 ("**Holdco**"), in accordance with the terms of a business combination agreement dated 8 September 2025 between, among others, the Company and Holdco, and other matters in connection thereto (the "**Project Moneta**"). We are also aware that the Company will be required to despatch a circular to its shareholders (the "**Circular**") seeking approval for Project Moneta by resolutions (the "**Resolutions**") at a court ordered meeting and at an extraordinary general meeting of the Company that we understand are proposed to be held on or about [08] December 2025 (the "**Meetings**").

2. UNDERTAKINGS

2.1 We confirm, irrevocably and unconditionally undertake, represent and warrant to the Company that:

2.1.1 we are the beneficial owner of or otherwise interested in, and are able to control the exercise of all rights attaching to, at the date of this undertaking, 1,000 existing ordinary shares in the share capital of the Company ("**Shares**") all of which are fully paid and are held free of all liens, charges or encumbrances;

2.1.2 we have no interest in any shares or securities of the Company nor any right to subscribe for, purchase or otherwise acquire any shares or securities of the Company other than the Shares; and

2.1.3 we have full power and authority (and will at all times continue to have all relevant authority) to enter into and duly perform, or procure the performance of, the obligations set out in this undertaking. We further warrant that no other person has any right to exercise or procure the exercise of the voting rights attaching to the Shares.

- 2.2 We confirm, irrevocably and unconditionally undertake, represent and warrant to the Company that:
- 2.2.1 we will not, at any time prior to the lapsing of this undertaking pursuant to clause 2.3, (i) sell, transfer, charge, encumber, pledge, grant any option or other right or security interest over or otherwise dispose of or deal with (directly or indirectly and whether beneficially, legally or otherwise) any of the Shares or any interest in any of them; or (ii) accept any offer in respect of the Shares; or (iii) enter into any agreement or arrangement (whether conditional or not) or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise to do any of the acts referred to in (i) or (ii) above;
 - 2.2.2 we shall not convene any meeting of the members of the Company in our capacity as a shareholder, nor exercise or permit the exercise of the voting rights attaching to the Shares that we hold directly or indirectly at the date of the Meetings in any manner which would or might frustrate the passing of the Resolutions, the proper holding of the Meetings or the approval or implementation of other transactions relating to Project Moneta;
 - 2.2.3 we shall not at any time from the date of this undertaking until the later of such time as the vote upon the Resolutions shall have been taken or the proposal to put the Resolutions to the shareholders of the Company has been abandoned, fetter or permit to be fettered any of the voting rights attaching to the Shares that we hold as at the date of the Meetings;
 - 2.2.4 if we acquire any further interest in shares or securities in the Company (whether pursuant to the exercise of any option, warrant, other right to subscribe or otherwise), we will notify you immediately and those shares will immediately become subject to this undertaking as Shares; and
 - 2.2.5 at the Meetings to approve the Resolutions (and at any adjournment of such general meeting):
 - (a) to exercise all voting rights attaching to the Shares in favour of the Resolutions;
 - (b) not to exercise any voting rights attaching to the Shares in favour of any resolution seeking to amend the Resolutions; and
 - (c) not to exercise any voting rights attaching to the Shares in favour of any resolution to adjourn the Meetings.
- 2.3 The terms of this undertaking shall cease to have effect on the earlier of: (i) the date that is six months following the date of this letter (or such later date as we and the Company may agree); (ii) the vote upon the Resolutions having been taken; and (iii) the time at which the proposal to put the Resolutions to the shareholders of the Company has been abandoned (the "**Termination Date**").
- 2.4 If the terms of this undertaking lapse pursuant to clause 2.3 each party's rights and obligations under this undertaking shall immediately terminate and cease to have effect except that:
- 2.4.1 the rights and liabilities of the parties which have accrued before the Termination Date will continue to subsist; and
 - 2.4.2 clause 3 will remain in force.

3. CONFIDENTIALITY

- 3.1 We consent to this undertaking being disclosed to the Company's other shareholders and the inclusion of references to us and particulars of this undertaking and our holdings of, interests in, the Company being included in the Circular, and any other announcement made, or document issued,

by or on behalf of the Company in connection with Project Moneta, and we shall promptly give the Company all information and any assistance as the Company may reasonably require for the preparation of the Circular and any other announcement to be made or document to be issued, by or on behalf of the Company in connection with Project Moneta in order to comply with the requirements of the Companies (Jersey) Law 1991 or any legal or regulatory requirement or body to which the Company is subject.

3.2 We shall keep secret the possibility, terms and conditions of Project Moneta and the existence and terms of this undertaking until the Circular is released, provided that we may disclose the same to the Company and our advisers in which case we shall procure that the said advisers observe secrecy in the same terms. The obligations in this paragraph shall survive termination of this undertaking.

3.3 We understand that the information the Company has given to us in relation to Project Moneta must be kept confidential until the Circular is released or the information has otherwise become generally available. To the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993, the Financial Services (Jersey) Law 1998 (as amended) or the Market Abuse Regulation (EU) No 596/2014, we will comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

4. JURISDICTION

This undertaking and any non-contractual obligations connected with it, and all disputes or claims arising out of or in connection with it, shall be governed by and construed in accordance with Jersey law. In relation to any legal action or proceedings arising out of or in connection with this undertaking, we irrevocably submit to the exclusive jurisdiction of the Courts of Jersey and waive any objection to such proceedings in the Courts of Jersey on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum.

Signed

A solid black rectangular box redacting the signature of Robert Ridley.

Name: Robert Ridley

Duly executed on the day and year first written above.