Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

Execution Version

CONFIDENTIALITY AND JOINT DEFENCE AGREEMENT

This Confidentiality and Joint Defence Agreement (the "**Agreement**") is entered into between the undersigned as of 20 October 2026:

WHEREAS, Volution Group Plc whose registered office is at Fleming Way, Crawley, West Sussex, England, RH10 9YX (together with its subsidiaries and affiliates, "**Volution**") and Titon Holdings plc whose registered office is at 894 The Crescent, Colchester Business Park, Colchester, Essex, England, CO4 9YQ (together with its subsidiaries and affiliates, "**Titon**") (collectively, the "**Clients**" and individually, each a "**Client**") are in preliminary discussions regarding a potential recommended transaction involving the acquisition of Titon by Volution (the "**Transaction**");

WHEREAS, the Clients and their undersigned counsel believe that the Transaction will require them to make a briefing paper submission and/or to apply for clearances or approvals to the Competition and Markets Authority in the United Kingdom and any other relevant antitrust and/or regulatory authorities in certain relevant jurisdictions (the "**Matter**");

WHEREAS, the Clients and their undersigned counsel believe and anticipate, on the basis of currently available information, that the nature of the Matter and the relationship between the Clients will present various common legal and factual issues and a mutuality of interest in pursuing the Transaction and any joint defence in connection with the Matter and any related litigation;

WHEREAS, the Clients wish to continue to pursue their separate but common interests, and to avoid any suggestion of waiver of the confidentiality or immunity of communications and documents protected by the attorney-client privilege, the attorney work product doctrine or any other privilege, right or immunity vis-à-vis potentially adverse parties;

WHEREAS, it is the intention and understanding of the Clients and undersigned counsel that past and future communications relating to the Matter between the Clients and their undersigned counsel and experts retained by one or more of the Clients or their undersigned counsel to assist with the Matter, joint interviews of prospective witnesses or any interviews obtained by undersigned counsel on behalf of a Client (in each case relating to the Matter) and conducted with the knowledge and consent of the other Clients to the Agreement, are and shall remain confidential and are and shall continue to be protected from disclosure to any third party by any and all applicable privileges, rights and immunities, except as set forth herein;

WHEREAS, in order to pursue a joint defence effectively, the Clients and their undersigned counsel have also each concluded that, from time to time, their interests will be best served by sharing confidential documents, factual material, mental impressions, advice, memoranda, interview reports, litigation or regulatory strategies, regulatory filings and other information, whether proceeding from or shared by the Clients or any of their respective subsidiaries, whether in written or oral form, including the confidences of each Client (collectively, the "**Defence Materials**");

WHEREAS, Defence Materials that contain commercially sensitive information relating to a Client which that Client considers should be provided on an "Outside Counsel/Retained Experts Only" basis ("**Restricted Information**") may be disclosed to certain external lawyers, economists or other advisers or experts advising the other Client in order to consider the need for and, where necessary, obtain the consent of an antitrust authority or other regulatory body;

WHEREAS, any Restricted Information already disclosed by or on behalf of either Client to the other or to any adviser of either such other Client has been disclosed subject to this Agreement;

WHEREAS, pursuant to Rule 21.3 of the City Code on Takeovers and Mergers (the "**Code**") and Practice Statement 30 ("**PS 30**") issued by the Panel on Takeovers and Mergers (the "**Takeover**

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

Panel"), in the event of a competing offer for Titon, Restricted Information relating to Titon which has been provided on an "Outside Counsel/Retained Experts Only" basis need not be provided directly to a competing offeror, but instead provided on the same restricted "Outside Counsel/Retained Experts Only" basis, provided certain measures have been implemented in order to ensure that such Restricted Information will not be obtained by the first offeror or its other advisers;

WHEREAS, the Clients have entered into a Non-Disclosure Agreement dated 13 October 2026 (the "**NDA**") and intend to enter into the Clean Team Confidentiality Agreement on or about the date of this Agreement (the "**Clean Team Agreement**"), together generally governing the disclosure of confidential information between them in connection with the Transaction and the terms of the NDA and the Clean Team Agreement shall apply to the Restricted Information subject to the amendments and modifications set out in this Agreement; and

WHEREAS, it is the purpose of this Agreement to ensure that any exchange and/or disclosure of the Defence Materials contemplated herein does not diminish in any way the confidentiality of the Defence Materials and does not constitute a waiver of any privilege, right or immunity otherwise available and further to ensure that any exchange and/or disclosure of Restricted Information relating to Titon provided on an "Outside Counsel/Retained Experts Only" basis need not be provided directly to any competing offeror, but instead will be provided on the same restricted "Outside Counsel/Retained Experts Only" basis in compliance with PS 30.

IT IS THEREFORE AGREED as follows:

1 Except as expressly stated in writing to the contrary (including, in particular, the additional restrictions described below in relation to the treatment of Restricted Information), any and all Defence Materials obtained by any of the undersigned counsel from each other and/or each other's Client are being provided solely for internal use of the Clients, their undersigned counsel and other external advisers and external experts employed in relation to the Matter and shall remain confidential and shall be protected from disclosure to any other third party by the joint-defence privilege, each Client's attorney-client and solicitor-client privilege, the attorney work product doctrine, common interest privilege, legal professional privilege, legal advice privilege, litigation privilege and any and all other applicable privileges and immunities. Any inadvertent or purposeful disclosure of any Defence Materials or other information and/or materials exchanged pursuant to this Agreement shall not constitute a waiver of any rights, privileges and immunities of the Client providing such Defence Materials. All Defence Materials shall be used solely in connection with the Matter and shall not be used for any other business or commercial purpose whatsoever.

2 The undersigned counsel hereby agree that, if and to the extent that Restricted Information is disclosed to them, it will be kept confidential and, unless otherwise previously authorised in writing by the Client or their undersigned counsel providing the Defence Materials (in which case the information ceases to be Restricted Information), disclosed only to:

(a) antitrust or regulatory partners, associates, employees or other staff (including support staff) of the law firms of the undersigned Clients or undersigned counsel who are working directly on the joint defence effort or any ensuing litigation, in either case with respect to the Matter (together with the undersigned counsel, "**Outside Counsel**"); and

(b) local antitrust or regulatory counsel, economic consultants and other external advisers and external experts (including, in each case, their support staff) working at the direction of the Outside Counsel or Clients on the Matter ("**Retained Experts**"

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

and, together with Outside Counsel, the "**External Antitrust/Regulatory Clean Team**").

provided, however, that members of the External Antitrust/Regulatory Clean Team may share summaries, conclusions, advice, opinions, reports or analysis based on the Restricted Information for the purposes of providing the Clients with advice on any antitrust/regulatory risks associated with the Transaction, provided that such conclusions will not disclose any Restricted Information or any other information that enables the recipient to deduce any Restricted Information.

3 All Defence Materials that a Client or undersigned counsel intends to be provided as Restricted Information shall be clearly identified, and marked to the extent reasonably practicable, as "Outside Counsel/Retained Experts Only". A Client or undersigned counsel shall mark electronic documents as "Outside Counsel/Retained Experts Only" by stating in the cover email that the attached Defence Materials are being provided on an "Outside Counsel/Retained Experts Only" basis and/or by placing Defence Materials that are being provided as Restricted Information into a dedicated section of the online data room ("**VDR**"), to which only the members of the External Antitrust/Regulatory Clean Team will have access. Failure to mark Defence Materials as confidential shall not waive the confidential status of such privileged information or work product.

4 It is expressly understood that nothing contained in this Agreement shall limit the right of the Clients to disclose any of their own documents or information, or any documents or information obtained or developed independently and not pursuant to this Agreement, to anyone as they see fit.

5 For the avoidance of doubt, the Clients may, at any time, communicate in writing to each other that certain Restricted Information need no longer be held only by the External Antitrust/Regulatory Clean Team. At this point, the relevant information is no longer Restricted Information and can be shared with individuals outside the External Antitrust/Regulatory Clean Team (including, but not limited to, members of a Client's internal legal team) on such terms as may be agreed between the Clients and provided that such individuals have been approved in advance by the Client from which the information originates and further provided that the terms of the NDA, the Clean Team Agreement and any other agreement in place between the Clients regarding the disclosure of confidential information between them in connection with the Transaction are observed.

6 The Clients, by each signing this Agreement, expressly consent and agree that Restricted Information of the other Client exchanged pursuant to this Agreement shall not be communicated to them, notwithstanding, among other provisions, the applicable rules of legal professional conduct or any similar provisions under other national, pan-national, state or local laws. The Clients shall not request that Restricted Information of the other Client be communicated to them.

7 The Clients and their undersigned counsel shall, and shall procure that the other members of the External Antitrust/Regulatory Clean Team shall, take all necessary steps to protect the confidentiality and/or applicable privilege of Defence Materials received from the other Client or undersigned counsel, including, in the case of the undersigned counsel, advising all persons permitted access to the Defence Materials of the contents of this Agreement and that the Defence Materials are privileged and subject to the terms of this Agreement.

8 No Client or undersigned counsel shall assert any claim of title or ownership over any Defence Materials received from the other Client or undersigned counsel, or any portion

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

thereof. If any Defence Materials consist of computer software disclosed in object code form, no Client or undersigned counsel shall reverse engineer, reverse compile, or disassemble such object code, take any other steps to derive a source code equivalent thereof, or allow any other person to do so.

9 If any person or entity requests or demands, by subpoena or otherwise, any Defence Materials from any Client or undersigned counsel, that Client or undersigned counsel will immediately (unless prohibited by law) notify all counsel who are parties to this Agreement whose Client or who themselves may have rights in said materials and will take all steps necessary to permit the assertion of all applicable rights, privileges and immunities with respect to such Defence Materials, including permitting the other affected parties a reasonable opportunity to intervene and be heard, and otherwise cooperate fully with the other affected parties in any judicial proceedings relating to the disclosure of Defence Materials. However, the relevant Client will not be required to notify counsel whose Clients do not have rights in, or where they themselves do not have rights in, the Defence Materials.

10 Nothing contained herein shall be deemed to create an attorney-client relationship between any undersigned counsel and anyone other than the Client of that counsel and the fact that undersigned counsel has entered this Agreement shall not in any way preclude that counsel from representing any interest that may be construed to be adverse to any other party to this Agreement or be used as a basis for seeking to disqualify any undersigned counsel from representing any other party in this or any other proceeding, whether under a grant of immunity or otherwise, because of such counsel's participation in this Agreement; it is herein represented that each undersigned counsel to this Agreement has specifically advised their respective Client of this clause.

11 Nothing contained in this Agreement shall limit the rights of any Client or undersigned counsel

(a) to independently develop, procure, use and/or market products or services similar to any disclosed in Defence Materials; or

(b) to use ideas, concepts, or techniques which were previously used, developed, or known by it, provided that such activity does not violate the express terms of this Agreement or any other legal right of the other Client or undersigned counsel.

12 Nothing in this Agreement shall oblige any Client or undersigned counsel to share or communicate any information or Defence Materials or independently obtained or created materials with any other Client or undersigned counsel hereto.

13 Except as expressly set forth herein, no other past or future action of the Clients, course of conduct of any of the Clients, or failure to act by any of the Clients, including, without limitation, the execution or acceptance of this Agreement and the delivery and acceptance by the Clients of the Defence Materials has given rise to, will give rise to, has served as a basis for, or will serve as a basis for, any obligation or liability on the part of any of the Clients.

14 Any Client or undersigned counsel disclosing Defence Materials pursuant to this Agreement represents that it has the right to make such disclosure under this Agreement, but otherwise makes no representations or warranties, express or implied, as to the quality, accuracy, and completeness of any Defence Materials disclosed hereunder, and such Client or undersigned counsel, its affiliates and representatives shall have no liability whatsoever with respect to the use of or reliance upon the disclosed Defence Materials.

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

15 In the event that either Client chooses to withdraw from this Agreement, the appropriate counsel or Client shall promptly give notice of that fact to all other parties to this Agreement, and this Agreement shall terminate, except that:

(a) subject to clause 18, each Client and its undersigned counsel shall promptly return or destroy (and confirm such destruction in writing) all Defence Materials it received from the other Client; and

(b) each Client and its undersigned counsel shall continue to be bound by the obligations of confidentiality provided herein with respect to Defence Materials previously furnished pursuant to this Agreement for a period of 2 years.

16 Each undersigned counsel (and, if and to the extent applicable taking into account the limitations in clause 2 above, Client) shall, and shall procure that the other members of the External Antitrust/Regulatory Clean Team shall:

(a) maintain a record of Defence Materials received, any copies made thereof and materials derived therefrom and the names of such persons to whom such information has been disclosed;

(b) keep Defence Materials and any copies thereof secure and in such a way as to prevent unauthorised access by any third party; and

(c) if and to the extent that Defence Materials are provided in electronic format, if and to the extent possible, not store such information on any computer, word processor or other device, unless access to the file is protected by password and restricted to those individuals who are actively engaged on the project and bound by this Agreement.

17 Notwithstanding the generality of Clause 16, in light of considerations relating to Rule 21.3 of the Code and PS 30:

(a) Prior to receiving any Restricted Information relating to Titon, Volution, Volution's undersigned counsel and any other member of Volution's External Antitrust/Regulatory Clean Team shall provide to the Takeover Panel a written confirmation substantially in the forms set out in Appendix 1, Parts A - C, or in such other form as the Takeover Panel requires. Volution and its undersigned counsel agree and acknowledge that the relevant confirmations being given by them and to be given by any other member of Volution's External Antitrust/Regulatory Clean Team are being given by them for the benefit of Titon and may be relied upon and enforced by Titon as if expressly set out in Titon's favour in this Agreement.

(b) Volution's undersigned counsel shall promptly inform Titon's undersigned counsel and the Takeover Panel in the event that there has been a breach of any of the confirmations provided to the Takeover Panel pursuant to sub-clause 17(a) above.

(c) Volution's undersigned counsel confirms that Ian Giles has been appointed as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by the External Regulatory Clean Team and will review all advice to be provided by any member of the External Antitrust/Regulatory Clean Team to Volution to ensure that it does not disclose any Restricted Information relating to Titon or any other information which enables Volution to deduce the Restricted Information relating to Titon.

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

(d) Volution or its undersigned counsel shall procure that a list of individuals who are part of Volution's External Antitrust/Regulatory Clean Team shall be maintained by each firm that is a member of Volution's External Antitrust/Regulatory Clean Team and there shall be a nominated individual at each firm that is a member of Volution's External Antitrust/Regulatory Clean Team primarily responsible for ensuring compliance with this Agreement (the "**Responsible Person**").

(e) Each Client and its undersigned counsel shall, and shall procure that each other member of their respective External Antitrust/Regulatory Clean Team shall, ensure that:

(i) if and to the extent any merger notifications, filings and submissions themselves include Restricted Information and (whether in draft or in submitted form) are shared with the other Client, such Restricted Information will be redacted before these documents are shared;

(ii) if and to the extent the Clients or any of their advisers who are not members of the External Antitrust/Regulatory Clean Team are to participate in meetings or calls with any relevant antitrust or regulatory authorities or are to receive correspondence from any such authorities, appropriate agreements will be put in place to ensure that no Restricted Information is provided to the other Client or such other advisers;

(iii) they provide Restricted Information separately from any other data and information being provided in connection with the Transaction (e.g. non-confidential business information needed for the antitrust or regulatory analysis, any other information exchanged by the parties for the purposes of due diligence or other analysis required in connection with the Transaction);

(iv) if and to the extent Restricted Information is provided via the VDR, only the members of the External Antitrust/Regulatory Clean Team will have access to the relevant section of the VDR; and

(v) if any member of the External Antitrust/Regulatory Clean Team advises that it cannot put in place the ring-fenced safeguards set out at sub-clause 17(e)(iv) (e.g. due to IT limitations), then no Restricted Information will be provided to these members and such Restricted Information will not be provided to Volution's External Antitrust/Regulatory Clean Team until such alternative structure has also been agreed with the Takeover Panel.

18 Within 30 days after termination of the Transaction, or termination of discussions or negotiations on the Transaction, each Client and its undersigned counsel shall, and shall procure that each member of their respective External Antitrust/Regulatory Clean Team shall:

(a) return or destroy (and confirm such destruction in writing) all Defence Materials furnished by the other Client or member of the other External Antitrust/Regulatory Clean Team pursuant to this Agreement, except if and to the extent otherwise required by law or by any applicable regulatory requirements or so as to comply with a bona fide records retention policy; and

(b) to the extent that any Defence Materials furnished by the other Client or member of the other External Antitrust/Regulatory Clean Team pursuant to this Agreement are held on any computer, disk or other device, permanently remove such Defence

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

Materials or, to the extent it is not practicable to do so, ensure that no step is taken to access or recover such Defence Materials and continue to comply with the duties of confidentiality contained in this Agreement in respect of such Defence Materials.

19 This Agreement, its terms, and the activities conducted pursuant to this Agreement, constitute confidential Defence Materials. Each Client and its undersigned counsel agrees not to disclose this Agreement or its terms to anyone except insofar as permitted under the terms of this Agreement; provided that a copy of this Agreement may be provided to the Takeover Panel upon request and uploaded to the Clients' offer specific websites as required under the Takeover Code.

20 This Agreement shall be binding upon each Client's respective successors, legal representatives and permitted assigns. This Agreement is solely for the benefit of the Clients hereto.

21 This Agreement shall be governed exclusively by the laws of England and Wales and the Clients and undersigned counsel submit to the exclusive jurisdiction of the English courts.

22 This Agreement constitutes the entire and complete agreement between the Clients and undersigned counsel and supersedes any earlier joint defence agreements between any of the undersigned regarding the Transaction, whether written or oral, pursuant to which Defence Materials have been exchanged. Notwithstanding the foregoing, the NDA and Clean Team Agreement are excluded from this provision and remain in force.

23 Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

24 Each Client and its undersigned counsel shall, and each Client shall procure that any External Antitrust/Regulatory Clean Team member retained by it shall, promptly notify the other Client upon becoming aware of any breach of this Agreement.

25 Each Client and its undersigned counsel acknowledges and agrees that a breach of this Agreement by any Client, or member of the External Antitrust/Regulatory Clean Team may cause continuing and irreparable injury to the business of a Client as a direct result of such violation, for which remedies at law may be inadequate, and that any Client shall therefore be entitled, in the event of any actual or threatened violation of this Agreement or such confirmations by another Client or anyone retained by such Client, and in addition to any other remedies available to it, to seek interim or permanent injunctive relief against the other Client to prevent any violations of this Agreement, and to seek any other appropriate equitable relief and no proof of special damages will be necessary to enforce the terms of this Agreement.

26 No failure or delay by any Client or undersigned counsel to this Agreement to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

27 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

28 This Agreement may not be amended or modified except by a written agreement signed by each Client and its undersigned counsel hereto, provided that any Client may unilaterally designate additional counsel representing such Client with respect to the Transaction or the Matter, who shall, upon executing a copy of this Agreement and delivering such executed copy to the other Client or its undersigned counsel, become parties to the Agreement in all respects as if they were original undersigned counsel.

Docusign Envelope ID: 373F3708-F932-8376-80AF-296484B054E8

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SIGNED by [redacted]
for and on behalf of Volution: [redacted]

Norton Rose Fulbright LLP

Counsel to Volution

By: [redacted]

SIGNED by [redacted]
for and on behalf of Titon:

Shoosmiths LLP

Counsel to Titon

By: [redacted]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SIGNED by [redacted]
for and on behalf of Volution:

[redacted]

Norton Rose Fulbright LLP

Counsel to Volution

By: [redacted]

SIGNED by [redacted]
for and on behalf of Titon:

Shoosmiths LLP

Counsel to Titon

By: [redacted]

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SIGNED by [redacted]
for and on behalf of Volution:

Norton Rose Fulbright LLP

Counsel to Volution

By: [redacted]

SIGNED by [redacted]
for and on behalf of Titon: [redacted]

Shoosmiths LLP

Counsel to Titon [redacted]

By: [redacted]

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

APPENDIX 1

PART A

Form of Confirmation of Volution

[Letterhead of Volution]

Private and Confidential

[Addressee]

The Takeover Panel

One Angel Court

London

EC2R 7HJ

By Email

[Date]

Dear [Addressee],

Volution Group plc ("Volution") / Titon Holdings plc ("Titon")

We refer to the discussions you have had with [●] regarding regulatory clearances with reference to a possible transaction involving Volution and Titon (the **"Transaction"**).

Pursuant to paragraph 4.1(c) of Practice Statement 30, issued by the Takeover Panel, we confirm that:

1 we waive any rights to request the Restricted Information from any member of the External Antitrust/Regulatory Clean Team and waive any legal or professional obligations of disclosure which any member of the External Antitrust/Regulatory Clean Team may owe to us in respect of the Restricted Information;

2 no director or employee of Volution will receive or have access to any Restricted Information until the offer becomes unconditional, and

3 we will promptly inform the Takeover Panel if any Restricted Information comes into our possession.

Defined terms used in this letter have the same meanings as in the confidentiality and joint defence agreement between, inter alia, Volution and Titon dated [●] October 2026.

Yours sincerely,

[To be signed by Volution]

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

PART B

Form of Confirmation of Lead External Antitrust/Regulatory Legal Counsel

[Letterhead of Volution Legal Adviser]

Private and Confidential

[Addressee]

The Takeover Panel

One Angel Court

London

EC2R 7HJ

By Email

[Date]

Dear [Addressee],

Volution Group plc ("Volution") / Titon Holdings plc ("Titon")

We are retained as external legal counsel by Volution to advise on antitrust and/or regulatory clearances relating to a possible transaction involving Volution and Titon (the "**Transaction**").

Pursuant to paragraph 4.1(a) of Practice Statement 30 issued by the Takeover Panel ("**PS 30**"), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed Ian Giles as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by Norton Rose Fulbright LLP and who will review all advice to be provided by any member of the External Antitrust/Regulatory Clean Team to Volution to ensure that it does not disclose any Restricted Information or any other information which enables Volution to deduce the Restricted Information.

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

1 we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the offeror or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;

2 effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and

3 we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

If and to the extent that it is determined to be necessary or appropriate to instruct law firms in other jurisdictions over and above those already set out in the accompanying Submission, for which

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

corresponding confirmations have been provided, we will provide the Takeover Panel with the names of any such additional firms to be instructed and will seek the Takeover Panel's permission to provide Restricted Information to them on the basis of PS 30.

Defined terms used in this letter have the same meanings as in the confidentiality and joint defence agreement between, inter alia, Volution and Titon dated [●] October 2026.

Yours sincerely,

[*Responsible Person must be signatory to this confirmation*]

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

ANNEX

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE EXTERNAL ANTITRUST/REGULATORY CLEAN TEAM

Name	Position	Role in the Transaction
[redacted]	Partner	Outside counsel
[redacted]	Senior Associate	Outside counsel
[redacted]	Associate	Outside counsel
[redacted]	Solicitor Apprentice	Outside counsel

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

PART C

Form of Confirmation of Retained Expert Firm

[Letterhead of Volution consulting firm – if relevant]

Private and Confidential

[Addressee]

The Takeover Panel

One Angel Court

London

EC2R 7HJ

By Email

[Date]

Dear [Addressee],

Volution Group plc ("Volution") / Titon Holdings plc ("Titon")

We are retained by Volution to assist in the analysis and preparation of filings and submissions for antitrust and/or regulatory clearances in relation to a possible transaction involving Volution and Titon (the "**Transaction**").

Pursuant to paragraph 4.1(a) of Practice Statement 30 issued by the Takeover Panel ("**PS 30**"), we attach in the Annex a list of the key individuals proposed to be included in the External Antitrust/Regulatory Clean Team, including their positions and roles on the Transaction.

Pursuant to paragraph 4.1(b) of PS 30, we confirm that we have appointed [name of Responsible Person] as the individual who has taken responsibility for ensuring that the procedures and information barriers will be implemented and complied with by [consulting firm].

Pursuant to paragraph 4.1(d) of PS 30, we confirm that:

1 we will not disclose any Restricted Information, or other information which enables a person to deduce the Restricted Information, to the offeror or any person outside the External Antitrust/Regulatory Clean Team other than the relevant regulatory authorities;

2 effective information barriers and procedures have been implemented in order to ensure that the Restricted Information may only be accessed by members of the External Antitrust/Regulatory Clean Team; and

3 we will promptly inform the Takeover Panel if we become aware that any Restricted Information has come into the possession of anyone other than the members of the External Antitrust/Regulatory Clean Team.

Defined terms used in this letter have the same meanings as in the confidentiality and joint defence agreement between, inter alia, Volution and Titon dated [●] October 2026.

Yours sincerely,

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

[*Responsible Person must be signatory to this confirmation*]

Docusign Envelope ID: 1F0D1507-1E91-8F53-8155-9740741EBF2E

ANNEX

LIST OF KEY INDIVIDUALS

PROPOSED TO BE INCLUDED IN THE EXTERNAL ANTITRUST/REGULATORY CLEAN TEAM

Name	Position	Role in the Transaction
[●]	[●]	Consultant
[●]	[●]	Consultant
[●]	[●]	Consultant
[●]	[●]	Consultant