

STRICTLY PRIVATE AND CONFIDENTIAL

**DIRECTOR DEED OF IRREVOCABLE UNDERTAKING**This **DEED** is dated 2 October 2024

To: AO Ltd  
Unit 5a The Parklands  
Lostock  
Bolton  
BL6 4SD

Dear Sir/Madam

**Acquisition of musicMagpie PLC (the “Company” or “musicMagpie”)**

I understand that AO Ltd (the “**Offeror**”) intends to acquire the ordinary share capital of the Company pursuant to the Scheme or the Offer (in each case, as defined in paragraph 9 below) substantially on the terms and subject to the conditions set out in the Rule 2.7 Announcement (as defined in paragraph 9 below). This deed of irrevocable undertaking (the “**Undertaking**”) sets out the terms and conditions on which I will vote in favour of the Scheme and/or accept the Offer (as applicable). This Undertaking is given by me in my capacity as a holder of ordinary shares in the capital of the Company and not in my capacity as a director of the Company.

**Interests in musicMagpie Shares**

1. I represent and warrant that:

- (a) I am the registered holder of and/or the beneficial owner of (or am otherwise able to procure the transfer of and control the exercise of all other rights, including voting rights, attaching thereto) the number of ordinary shares of £0.01 each in the capital of the Company specified in Part 1 of Appendix 1 (the “**Shares**”) and I hold the Shares free of any liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature (“**Encumbrances**”);
- (b) details of all awards I have over, and all options, warrants and other rights I have to subscribe for, purchase or otherwise acquire securities of the Company are specified in Part 2 of Appendix 1;
- (c) the information set out in Appendix 1 is accurate and complete;
- (d) other than as set out in Appendix 1, I do not have any interests in securities (as such term is defined in the City Code on Takeovers and Mergers (the “**Code**”)) of the Company, or any rights to subscribe for, purchase or otherwise acquire any such securities, or any short positions (within the meaning of the Code) in any such securities; and

- (e) I have full power and authority (including, without limitation, where I am not the beneficial owner of any of the Shares, I have authorisation on behalf of the beneficial owner(s)) to enter into this Undertaking and to perform the obligations under it.

## Dealings and undertakings

2. I hereby irrevocably and unconditionally (subject to the terms of this Undertaking) undertake that I shall not (and, where I am not the registered holder, I shall procure that the registered holder(s) of the Shares or Further Shares (as defined below) shall not):

- (a) sell, transfer, charge, encumber, grant any option or lien over, or other third party right or interest in respect of, or otherwise dispose of or deal with, any interest in any Shares or any other shares in the Company issued or unconditionally allotted to, or otherwise acquired by, me ("**Further Shares**"), in each case other than pursuant to the Scheme or acceptance of an Offer (as applicable);
- (b) accept, or give any undertaking (whether conditional or unconditional) to accept, in respect of the Shares or any Further Shares, any offer or other transaction made or proposed in competition with or which would otherwise reasonably be expected to hinder, impede or frustrate the Transaction (as defined in paragraph 9 below);
- (c) vote in favour of any resolution to approve any scheme of arrangement of the Company or any other transaction which is proposed in competition with or which would otherwise reasonably be expected to hinder, impede or frustrate or be in competition with the Transaction;
- (d) acquire any interests (as defined in the definition of "interests in securities" in the Code) or otherwise deal or undertake any dealing (as defined in the Code) in any relevant securities (as defined in the Code) of the Company;
- (e) without the consent or direction of the Offeror, in relation to the Shares and any Further Shares, requisition, or join in requisitioning, any general or class meeting of the Company which would or would reasonably be expected to restrict or impede the Scheme becoming effective; or
- (f) (other than pursuant to the Transaction) enter into any agreement or arrangement or letter of intent, or incur any obligation:
  - (i) to do any of the acts referred to in paragraphs 2(a) to 2(e) (inclusive); or
  - (ii) which, in relation to the Shares or any Further Shares, would or would reasonably be expected to restrict or impede my ability to comply with this Undertaking or accept the Offer or vote in favour of the Scheme (as applicable),

and, for the avoidance of doubt, references in this paragraph 2(f) to any agreement, arrangement, obligation or letter of intent includes any agreement, arrangement, obligation or letter of intent whether or not legally binding or subject to any condition or which is to take effect if the Scheme or the Offer (as the case may be) lapses or is withdrawn or if this Undertaking ceases to be binding or following any other event.

### **Undertaking to vote in favour of the Scheme**

3. If the Offeror elects to implement the Transaction by way of the Scheme, I irrevocably and unconditionally (subject to the terms of this Undertaking) undertake that:
  - (a) I shall exercise, or procure the exercise of, all voting rights attaching to the Shares and any Further Shares to vote in favour of the Resolutions at the General Meeting and the Scheme at the Court Meeting;
  - (b) I shall execute, or procure the execution of, any forms of proxy in respect of the Shares and any Further Shares required by the Offeror appointing any person nominated by the Offeror to attend and vote at any General Meeting or Court Meeting in respect of the Resolutions and the Scheme (respectively), and shall procure that any such executed forms of proxy are received by the Company's registrars not later than 1.00 p.m. (London time) on the tenth Business Day after the Company publishes the formal document setting out the terms and conditions of the Scheme (the "**Scheme Document**") (or, in respect of any Further Shares, within five Business Days of becoming the registered and/or beneficial holder of such shares, if later, provided that I shall use all reasonable endeavours to procure any such proxy forms are received by the Company's registrars ahead of the deadline for receipt of proxies for the relevant General Meeting or Court Meeting);
  - (c) I shall accept any proposal made by the Offeror to holders of convertible securities, options, and/or subscription rights over the Company's shares in compliance with Rule 15 of the Code in respect of all such convertible securities, options, and/or subscription rights held by me, in each case not later than 10 Business Days after the Offeror sends such proposals to the holders of the convertible securities, options, and/or subscription rights; and
  - (d) I shall not revoke or amend, nor procure the revocation or amendment of, the terms of any proxy submitted in accordance with paragraph 3(b) above, either in writing or by attendance or voting at any General Meeting or Court Meeting or otherwise.
4. I irrevocably and unconditionally (subject to the terms of this Undertaking) undertake that the Offeror will acquire the Shares pursuant to the Transaction with full title guarantee, fully paid and free from all Encumbrances, together with all rights now or hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends

and other distributions and any return of capital (whether by reduction of share capital or share premium account or otherwise) declared, made, paid or becoming payable by reference to a record date falling on or after the Effective Date, save as otherwise set out in the Rule 2.7 Announcement.

### **Undertaking to accept the Offer**

5. If the Offeror elects to implement the Transaction by way of the Offer, I irrevocably and unconditionally undertake (subject to the terms of this Undertaking) that:
  - (a) I shall accept, or procure the acceptance of, such Offer (in respect of the Shares and the Further Shares) in accordance with the procedure for acceptance set out in the formal document containing such Offer (the “**Offer Document**”) not later than 10 Business Days after the Offeror publishes the Offer Document (or, in respect of any Further Shares, not later than five Business Days after I become the registered and/or beneficial holder of the Further Shares, if later, provided that I shall use all reasonable endeavours to procure any such acceptance is received by the Company’s registrars ahead of the unconditional date (as defined in the Code));
  - (b) I shall accept any proposal made by the Offeror to holders of convertible securities, options, and/or subscription rights over the Company’s shares in compliance with Rule 15 of the Code in respect of all such convertible securities, options, and/or subscription rights held by me, in each case not later than 10 Business Days after the Offeror sends such proposals to the holders of the convertible securities, options, and/or subscription rights; and
  - (c) I shall not withdraw, nor procure the withdrawal of, any acceptances of the Offer in respect of the Shares or any Further Shares.

### **Voting Rights**

6. From the time of release of the Rule 2.7 Announcement to the time this Undertaking lapses in accordance with paragraph 11:
  - (a) I shall exercise, or procure the exercise of, the voting rights attached to the Shares and any Further Shares (and shall procure that the voting rights attached to such shares are exercised) on a Relevant Resolution (as defined in paragraph 7 below) only in accordance with the Offeror’s directions;
  - (b) I shall exercise, or procure the exercise of, the rights attaching to the Shares and any Further Shares to requisition or join in requisitioning any general or class meeting of the Company for the purposes of considering a Relevant Resolution and to require the Company to give notice of such a resolution only in accordance with the Offeror’s directions; and

- (c) for the purpose of voting on a Relevant Resolution, I shall execute, or procure the execution of, any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote at the relevant general or class meeting or Court convened meeting of the Company (and I shall not revoke the terms of any such proxy whether in writing, by attendance or otherwise).

7. A “**Relevant Resolution**” means:

- (a) a resolution, whether or not amended, proposed at a general or class meeting of the Company, or at an adjourned meeting, the passing of which is required to implement the Transaction or which, if passed, would result in any condition of the Transaction not being fulfilled or which would reasonably be expected to impede or frustrate the Transaction in any way (including, for the avoidance of doubt, any resolution to approve any scheme of arrangement or other transaction in relation to the Company which is proposed in competition with or which would reasonably be expected to frustrate the Transaction) or which would otherwise assist or impact implementation of the Scheme if it were passed or rejected at a general, class or other meeting of musicMagpie Shareholders;
- (b) a resolution to adjourn a general or class meeting or Court convened meeting of the Company whose business includes the consideration of a resolution falling within paragraph 7(a); and
- (c) a resolution to amend a resolution falling within paragraph 7(a) or paragraph 7(b).

**Documentation**

8. I consent and agree to:

- (a) this Undertaking being disclosed to the Panel;
- (b) the inclusion of references to particulars of this Undertaking, the beneficial owner(s) and registered holder(s) of any Shares and Further Shares in which I have (or will have, as the case may be) an interest and my holdings of, interests in, rights to subscribe for and short positions in relevant securities of the Company being included in the Rule 2.7 Announcement and any Scheme Document or Offer Document published in connection with the Transaction, and any other announcement made, or document issued, by or on behalf of the Offeror in connection with the Transaction; and
- (c) a copy of this Undertaking being available for inspection as required by Rule 26 of the Code, the UK Listing Rules of the Financial Conduct Authority, the AIM Rules for Companies, or their respective successor(s) from time to time, including, without limitation, being made publicly available on the Offeror’s website.

## Interpretation

### 9. In this Undertaking:

- (a) references to the “**Transaction**” mean the proposed acquisition by the Offeror of the Company, pursuant to the Scheme or (at the election of the Offeror, subject to the terms of the Co-operation Agreement) pursuant to the Offer;
- (b) references to “**Business Days**”, the “**Co-operation Agreement**”, the “**Court**”, the “**Court Meeting**”, the “**Effective Date**”, the “**General Meeting**”, the “**Long Stop Date**”, the “**musicMagpie Shareholders**”, the “**musicMagpie Share Plans**”, the “**Panel**”, and the “**Resolutions**”, shall each have the meanings given in the Rule 2.7 Announcement;
- (c) references to the “**Offer**” mean any takeover offer (within the meaning of section 974 of the Companies Act 2006) to be made by or on behalf of the Offeror to acquire the ordinary share capital of the Company substantially on the terms, and subject to the conditions, set out or referred to in the Rule 2.7 Announcement and the Co-operation Agreement (subject to the inclusion of any alternative or additional terms and conditions as may be required to comply with the requirements of the Panel, any applicable law or regulation, or as agreed between the Offeror and the Company), and such reference also includes any increased, renewed or revised offer made by or on behalf of the Offeror to acquire shares in the Company, provided that its terms are at least as favourable to musicMagpie Shareholders as the terms set out in the Rule 2.7 Announcement;
- (d) references to “**procure**” shall mean, where applicable, taking all relevant actions within my power as beneficial owner (including giving or refraining from giving the necessary instructions, as applicable) to procure that the registered holder(s) of the Shares or Further Shares take or refrain from taking the relevant action (as applicable);
- (e) references to the “**Rule 2.7 Announcement**” mean the announcement to be made under Rule 2.7 of the Code substantially in the form appended at Appendix 2 (subject to the modification to (including the inclusion of any alternative or additional) terms and conditions as may be required to comply with the requirements of the Panel or the Court or as otherwise agreed between the Offeror and the Company or, in the event the Transaction is implemented by way of an Offer, as required pursuant to the Co-operation Agreement); and
- (f) references to the “**Scheme**” mean a scheme of arrangement of the Company under section 895 of the Companies Act 2006 to implement the Transaction, substantially on the terms and conditions set out or referred to in the Rule 2.7 Announcement, and such reference also includes any increased, renewed or revised scheme of arrangement made by or on behalf of the Offeror to implement the Transaction,

provided that its terms are at least as favourable to musicMagpie Shareholders as the terms set out in the Rule 2.7 Announcement.

### **Time of the essence**

10. Any time, date or period mentioned in this Undertaking may be extended by mutual agreement but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

### **Lapse of Undertaking**

11. This Undertaking shall lapse, and all of my obligations hereunder shall terminate immediately on the earlier of the following occurrences:
- (a) if the Rule 2.7 Announcement is not released by 10.00 a.m. (London time) on the date of this Undertaking (or such later time and/or date as the Offeror and the Company may agree in writing);
  - (b) if the Scheme Document or Offer Document (as the case may be) has not been sent to musicMagpie Shareholders within 28 days of the issue of the Rule 2.7 Announcement (or such longer period as the Panel may agree), provided that if the Transaction was initially being implemented by way of a Scheme, and the Offeror elects to exercise its right to implement the Transaction by way of an Offer or vice versa, the time period in this paragraph 11(b) shall be extended to refer to within 28 days of the issue of the press announcement announcing the change in structure (or such other date for the posting of the Offer Document or Scheme Document (as applicable) as the Panel may agree or require);
  - (c) the Transaction has not become effective in accordance with its terms, or been declared unconditional, by 11.59 p.m. (London time) on the Long Stop Date;
  - (d) if the Offeror announces that it does not intend to make or proceed with the Transaction and no new, revised or replacement offer or scheme is announced by the Offeror in accordance with Rule 2.7 of the Code at the same time;
  - (e) on the date on which the Transaction (whether implemented by way of Scheme or an Offer) lapses or is withdrawn in accordance with its terms, and no new, revised or replacement Scheme or Offer has been announced by the Offeror in its place or is announced at the same time; or
  - (f) if any offer for the Company by a third party not acting in concert (as defined in the Code) with the Offeror becomes or is declared unconditional or, if proceeding by way of scheme of arrangement, becomes effective.

12. If this Undertaking lapses, I shall have no claim against the Offeror and the Offeror shall have no claim against me, save in respect of any prior breach of this Undertaking. This paragraph shall survive lapse of this Undertaking.

### **Power of Attorney**

13. In order to secure the performance of my obligations under this Undertaking, I irrevocably appoint each director of the Offeror severally as my attorney in my name and on my behalf:
- (a) to do all things and to execute all deeds and other documents as may be necessary or desirable to ensure compliance with and give effect to my obligations and undertakings under this Undertaking; and
  - (b) to execute any form of proxy required by the Offeror, and any such other deeds or documents necessary, to appoint any person nominated by the Offeror to attend a general or class meeting of the Company and vote on a Relevant Resolution (as defined in paragraph 7 above),

provided that such appointment shall only take effect if I have failed to comply with any of my undertakings set out in this Undertaking and then only to the extent necessary to give effect to such undertakings.

14. I agree that the power of attorney set forth in paragraph 13 is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until this Undertaking lapses in accordance with its terms (at which time this power of attorney shall be automatically revoked without further action from me).

### **Specific Performance**

15. I agree that, if I fail to comply with any of the undertakings set forth in this Undertaking or breach any of my other obligations under this Undertaking, damages may not be an adequate remedy and accordingly the Offeror shall be entitled to seek the remedies of specific performance, injunction or other equitable relief.

### **Rule 2.7 Announcement**

16. I acknowledge that the release of the Rule 2.7 Announcement is at the Offeror's absolute discretion. For the avoidance of doubt, nothing in this Undertaking shall oblige the Offeror to announce or proceed with the Scheme or the Offer.

### **General**

17. 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.
18. I understand that the information provided to me in relation to the Transaction is given in confidence and must be kept confidential, save as required by law



or any rule of any relevant regulatory body or stock exchange, until the Rule 2.7 Announcement containing details of the Offer is released or the information has otherwise become generally or publicly available. If and to the extent any of the information is inside information for the purposes of the Criminal Justice Act 1993 or the Market Abuse Regulation (EU) No 596/2014 (as it forms part of assimilated law as defined in the EU (Withdrawal) Act 2018 in the United Kingdom), I shall comply with the applicable restrictions on dealing in securities and disclosing inside information. Nothing in this paragraph shall prevent or restrict the Company from making any announcement in accordance with Rule 2.3(d) of the Code.

19. I agree that any delay by the Offeror in exercising, or failing to exercise, any right or remedy under this Undertaking shall not constitute a waiver of such right or remedy. I agree that the Offeror's rights and remedies under this Undertaking are cumulative and not exclusive of any rights or remedies provided by law.
20. If any provision of this Undertaking is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Undertaking, but without invalidating any of the remaining provisions. I shall promptly advise the Offeror of any action taken by me which (but for illegality or unenforceability) would have been prohibited by any provision of this Undertaking that is held to be invalid or unenforceable.
21. This Undertaking shall be binding on my estate and personal representatives.
22. This Undertaking contains the whole agreement between me and the Offeror relating to the subject matter of this Undertaking at the date hereof to the exclusion of any terms implied by law which may be excluded by contract.
23. No amendment or variation will be made to this Undertaking unless signed in writing by the Offeror and me.

### **Governing Law**

24. This Undertaking and any non-contractual obligations arising out of or in connection with this Undertaking shall be governed by, and interpreted in accordance with, English law. The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this Undertaking.

**IN WITNESS WHEREOF** this deed has been executed and delivered as a deed on the date first mentioned above.

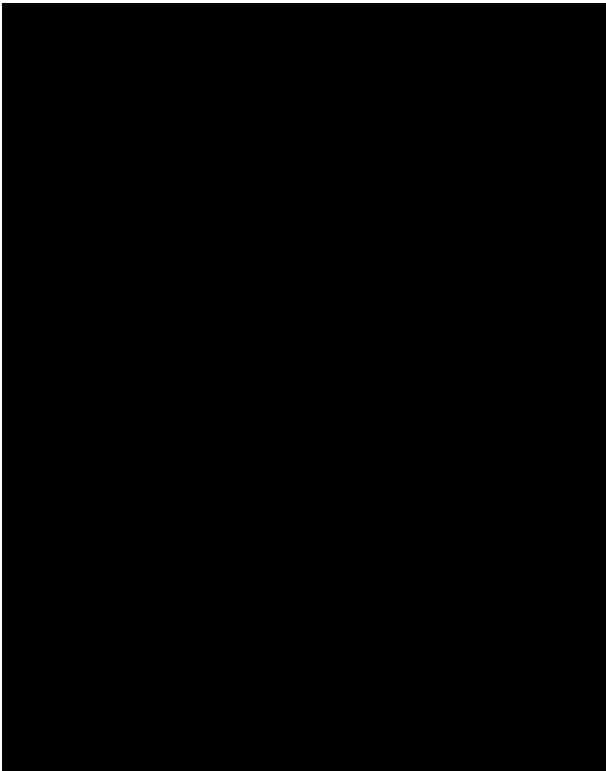
Executed and delivered as a deed by )  
**David John Wilson** in the presence of a )  
witness: )  
)

Witness

Witness name

Witness address

Witness occupation



APPENDIX 1

Part 1: Ownership of musicMagpie Shares

No. of ordinary shares of £0.01 each in the Company	Beneficial owner(s)	Registered holder(s)
51,183	David John Wilson	PH Nominees Ltd

## **APPENDIX 2**

### **Rule 2.7 Announcement**