

To: Chantelle Staynings
Erskine Chambers
33 Chancery Lane
London
WC2A 1EN

To: Eckoh plc
Telford House
Corner Hall
Hemel Hempstead
Hertfordshire
HP3 9HN

To: Eagle UK Bidco Limited
5 Marble Arch
London
W1H 7EJ

30 October 2024

Dear Sirs

Proposed acquisition of Eckoh Plc ("Company") by Eagle UK Bidco Limited ("Bidco")

- 1 I refer to the proposed acquisition by Bidco of the entire issued and to be issued share capital of the Company (except for the shares to be acquired subject to a rollover and reinvestment deed to be entered into between the Offeror and certain managers of the Company on or around the date of the Rule 2.7 Announcement) to be effected pursuant to a scheme of arrangement under Part 26 of the Companies Act 2006 (the "**Scheme**"), as set out in the announcement proposed to be made in accordance with Rule 2.7 of the Code provided to me ("**Rule 2.7 Announcement**"). In this deed, references to capitalised terms shall have the same meanings as defined in the 2.7 Announcement, unless otherwise stated.
- 2 As at the date of this undertaking, I, the undersigned confirm that I am the holder of the following Eckoh Shares:

Class of shares held	Number of Shares	Name
Ordinary	80,000	Sarojini Philpot

- 3 I, hereby unconditionally and irrevocably:
 - 3.1 undertake not to vote the Eckoh Shares in which I am interested at the Court Meeting;
 - 3.2 undertake not to vote the Eckoh Shares in which I am interested on the Rule 16.2 Resolution to be tabled at the General Meeting;
 - 3.3 confirm and undertake to consent to the Scheme and be bound by the terms of the Scheme (as may be amended or modified, and to consent to such amendments or modification);

3.4 agree in my capacity as an Eckoh Shareholder only to execute and do, or procure to be executed and done, all such documents, acts and things as may be necessary or desirable to be executed or done by us for the purpose of giving effect to this undertaking; and

3.5 authorise and instruct Chantelle Staynings to appear on my behalf at the Scheme Hearing for the sole purpose of undertaking to the Court on my behalf to be bound by, and to consent to the implementation of, the Scheme (as may be amended or modified and to consent to such amendments or modification) and to execute and do, or procure to be executed and done, all such documents, acts and things as may be necessary or desirable to be executed or done (in my capacity as an Eckoh Shareholder only) for the purpose of giving effect to this undertaking.

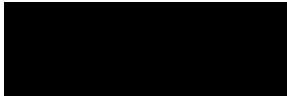
4 I agree that, if I fail to comply with any of my obligations under this undertaking, damages may not be an adequate remedy and accordingly Bidco shall be entitled to seek the remedies of specific performance, injunction or other equitable relief for any threatened or actual breach of such obligations, and no proof of special damages shall be necessary for the enforcement by Bidco of its rights.

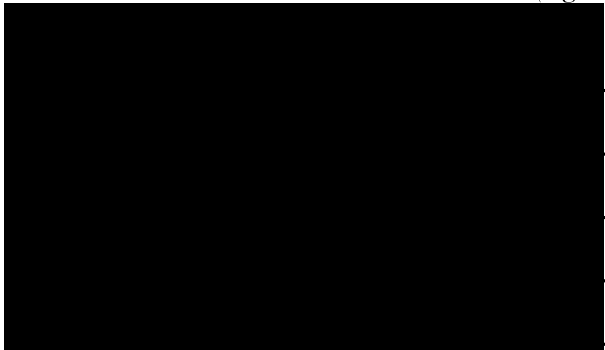
5 In order to secure the performance of my obligations under this undertaking, I irrevocably appoint any director of Bidco to be my attorney and (if I fail to comply with my obligations under this undertaking) to execute and deliver on my behalf and to sign, execute and deliver any documents and to provide instructions and do all acts and things as may be necessary for or incidental to the performance of any obligations contained in this undertaking.

6 This undertaking and any non-contractual obligation arising out of or in connection with it are governed by the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this undertaking or any non- contractual obligation arising out of or in connection with it.

Yours sincerely,

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

SIGNED as a DEED by Sarojini) 
Philpot in the presence of:)
(sign here)

 .. (witness signature)
.. (name)
..
.. (address)
.. (occupation)