

Dated 15 September 2026

Lock-In Agreement

- (1) Mollyroe PLC
- (2) The Shareholder named in Schedule 1

THIS AGREEMENT is made on 15 September 2026

BETWEEN

- (1) **MOLLYROE PLC**, incorporated and registered in England and Wales with company number 02055395 whose registered office is at 21 Navigation Business Village Navigation Way, Ashton-On-Ribble, Preston, Lancashire, United Kingdom, PR2 2YP ("**Company**"); and
- (2) **THE SHAREHOLDER** whose name and address are set out in Schedule 1 (the "**Shareholder**").

BACKGROUND

- (A) The Company is proposing to seek admission of the Consideration Shares to trading on Aquis.
- (B) As part of the arrangements for the proposed Admission, the Shareholder has agreed on the terms of this agreement to certain restrictions on the disposal of their shares in the Company for a period following such Admission.

OPERATIVE PROVISIONS

1 DEFINITIONS

- 1.1 For the purpose of this agreement the following words and phrases shall have the following meanings:

"Admission" means the admission of the Consideration Shares to trading on Aquis becoming effective in accordance with the Aquis Rulebook;

"Aquis" means Aquis Stock Exchange Limited;

"Aquis Rulebook" means the Aquis Growth Market Rulebook for the Access segment published by Aquis from time to time;

"Acquisition" means the acquisition by the Company of the entire issued share capital of CASCADE HOLDING LTD, a company incorporated and registered in Dubai, United Arab Emirates, with its registered address at Level 3, Innovation One, Dubai International Financial Centre and Dubai Registered Number 13908;

"Associate" shall in respect of the Shareholder, bear the meaning ascribed to it in paragraph (c) of the definition of "related party" in the Aquis Rulebook as if the Shareholder fell within paragraphs (a) and/or (b) of such definition;

"Broker" means the broker or brokers of the Company appointed from time to time, and, as at the date of this agreement, Riverfort Global Capital Ltd (trading as Fortified Securities) is the Company's appointed broker;

"Business Day" means a day upon which dealings may take place on Aquis;

"Consideration Shares" has the meaning given to it in the SPA;

"Corporate Adviser" means the Company's Aquis corporate adviser, as appointed from time to time where the Company's shares are admitted to trading on Aquis, and, as at the date of this agreement, Cairn Financial Advisers LLP is the Company's Aquis corporate adviser;

"Dispose of" or **"Disposal"** means directly or indirectly mortgaging, pledging, charging, assigning, selling, transferring, subscribing or otherwise disposing, including agreeing (conditionally or unconditionally) to do the same;

“in writing” shall include transmission by electronic mail;

“London Stock Exchange” means London Stock Exchange plc;

“Orderly Market Period” means the period of twelve months commencing on the expiry of the Restricted Period;

“Permitted Transferee” a family trust or pension scheme that will hold Restricted Shares on behalf of the Shareholder and/or his Associates;

“Restricted Period” means the period from the date of Admission up to and including the date falling twelve months after Admission;

“Restricted Shares” means the Shares and any interests in Shares held by the Shareholder or an Associate as at Admission (including the Consideration Shares) and acquired during the Restricted Period (including the Consideration Shares) and includes any shares of any class or any interest in any shares of the Company or any rights arising from or attached to any such shares including but not limited to any such shares, options or warrants in the Company which convert or are converted into Shares on or prior to Admission, any shares which the Shareholder subsequently acquires in the Company which are derived from such Shares including without prejudice to the generality of the foregoing from any consolidation, sub-division, re-designation, re-classification, bonus issue, open offer or rights issue or other reorganisation of the share capital of the Company, and any Shares arising from the exercise of options;

“Shares” means ordinary shares of £0.0001 each in the capital of the Company; and

“SPA” means the share purchase agreement entered into by, *inter alia*, (1) the Shareholder (2) the Company and (3) Cascade Holding Ltd in respect of the Acquisition.

1.2 In this agreement:

- 1.2.1 references to the masculine include the feminine and neuter and words denoting the singular include the plural and vice versa;
- 1.2.2 unless the context otherwise requires any reference to any clause or Schedule is to a clause of or the Schedule to this agreement;
- 1.2.3 references to any Act, statute or statutory provision includes references to any such Act, statute or statutory provision as amended, re-enacted or replaced from time to time;
- 1.2.4 references to persons include references to partnerships, corporations or unincorporated associations; and
- 1.2.5 the headings are included for ease of reference and shall not affect the construction of this agreement.

2 WARRANTIES AND UNDERTAKINGS

- 2.1 The Shareholder undertakes to the Company that save in the circumstances set out in clause 3 below, they will not during the Restricted Period, Dispose of the legal or beneficial ownership of, or any other interest in, the Restricted Shares.
- 2.2 The Shareholder further undertakes to the Company that, subject to clause 2.3 and save in the circumstances set out in clause 3 below, during the Orderly Market Period they will only Dispose of the legal or beneficial ownership of, or any other interest in, the Restricted Shares having first consulted with the Company and provided such Disposal is effected through the Broker and always in such manner as the Broker and the Corporate Adviser may reasonably require with a view to maintaining an orderly market in the Shares.

- 2.3 The requirement in clause 2.2 that a Disposal be effected in such manner as the Broker and the Corporate Adviser may require is subject to the proviso that if the Disposal cannot be effected within 10 Business Days of the Company, the Broker and the Corporate Adviser having received a written request by or on behalf of the Shareholder, the Shareholder shall be entitled to effect the Disposal through such broker as they shall, in their absolute discretion, decide, provided that any such Disposal shall be on no less favourable terms than those offered by the Broker and always carried out in a manner that maintains an orderly market in the Company's Shares and in doing so, the Shareholder shall take into account the reasonable representations and requirements of the Corporate Adviser and the Broker and the Shareholder will ensure that such other brokers effecting the Disposal are aware of and comply with this clause 2.3.
- 2.4 The Shareholder undertakes to use all reasonable endeavours to ensure that their Associates and Permitted Transferees (insofar as they are able to do so) comply with the restrictions contained in this clause 2 in respect of any Restricted Shares in which such person is interested.
- 2.5 The Shareholder warrants to the Company that they have full power and authority to enter into this agreement, the terms of which will constitute binding obligations upon them, and further warrants as regards their interests in the share capital of the Company, including for these purposes any rights over Shares, that as at the date of this agreement and upon Admission:
- 2.5.1 he is the beneficial owner of the Shares set out against their name in column 3 and column 4 (as appropriate) of Schedule 1;
 - 2.5.2 such Shares are registered in their name or (if different) in the name of the person set out in column 5 of Schedule 1;
 - 2.5.3 he has not been granted or otherwise does not hold options, warrants or other convertible securities or rights in respect of any Shares; and
 - 2.5.4 save for the Shares set against their name in column 3 and column 4 of Schedule 1, they have no interest in the share capital of the Company nor any rights over or in respect of Shares, nor are they aware of any other interest in the share capital of the Company not referred to in Schedule 1.
- 2.6 For the purposes of ensuring compliance with the restrictions set out in clause 2.1 of this agreement, the Shareholder irrevocably confirms and agrees that all share certificates representing their interest in the Restricted Shares ("**Relevant Certificates**") shall, during the Restricted Period, be deposited with and held in custody by a third-party escrow agent appointed by the Company at the Company's cost. Accordingly, the Shareholder acknowledges that they will not be entitled to receive possession of the Relevant Certificates until after the expiry of the Restricted Period. The Shareholder further agrees that the Relevant Certificates may not be released from escrow during the Restricted Period except with the prior written consent of the Company, and this instruction is not capable of revocation during the Restricted Period.
- 2.7 To the extent that any Restricted Shares are held in uncertificated form, the Shareholder undertakes not to procure or permit any transfer of such Restricted Shares through CREST other than in accordance with this agreement and acknowledges and agrees that the Company may instruct its registrars not to register any transfer of Restricted Shares other than in accordance with this agreement.
- 2.8 The Company undertakes with effect from the expiration of the Restricted Period to deliver Relevant Certificates to the Shareholder as soon as reasonably practicable and not later than 10 days (excluding any day which is a weekend or a public holiday in the United Kingdom) following the date upon which the Company receives a written request from a shareholder requesting the delivery of their Relevant Certificates.

3 EXCEPTIONS

- 3.1 The restrictions contained in clause 2 shall not prevent a Disposal:

- 3.1.1 with the prior written consent of the Company, the Corporate Adviser and the Broker (each acting in their absolute discretion);
 - 3.1.2 to an Associate;
 - 3.1.3 to a Permitted Transferee;
 - 3.1.4 in acceptance of a general offer made to shareholders of the Company to acquire all the issued Shares (other than any Shares which are already owned by the person making such offer and any other person acting in concert with him) made in accordance with the City Code on Takeovers and Mergers, or executing an irrevocable undertaking to accept such an offer or, where applicable, vote in favour of resolutions to effect a scheme of arrangement for such an offer;
 - 3.1.5 under any scheme or reconstruction under section 110 of the Insolvency Act 1986 to the Company;
 - 3.1.6 pursuant to any compromise or arrangement under Part 26 of the Companies Act 2006 providing for the acquisition by any person (or group of persons acting in concert) of 50 per cent. or more of the equity share capital of the Company and which compromise or arrangement has been sanctioned by the Courts;
 - 3.1.7 pursuant to an intervening court order;
 - 3.1.8 by the personal representatives after the death of the Shareholder, save that where death shall occur during the Restricted Period or during the Orderly Market Period then the provisions of clauses 2.2 and 2.3 shall apply; or
 - 3.1.9 pursuant to, or to give effect to, paragraph 5 of Schedule 7 of the SPA.
- 3.2 The provisions of clause 3.1.2 and 3.1.3 shall be subject to the proposed transferee agreeing with the other parties to this agreement to be bound by its restrictions by execution of a deed of adherence in or substantially in the form set out in Schedule 2 to this agreement.

4 TERMINATION

- 4.1 The obligations of the parties under clause 2 of this agreement are conditional upon Admission becoming effective on or before 21 October 2026, or such later time or date as the Company and the Shareholder may agree in writing and shall cease on the earlier of the expiry of the Orderly Market Period or the Shares no longer being admitted to trading on Aquis.
- 4.2 If the condition set out in clause 4.1 is not fulfilled by the date specified, this agreement shall cease and determine and no party to this agreement will have any claim against any other party to this agreement for costs, damages, compensation or otherwise.

5 REMEDIES AND ENFORCEMENT

- 5.1 In view of the difficulties in placing a monetary value upon the effects of any breach of the terms of the undertakings referred to in this agreement, the Shareholder recognises that the Company will be entitled to seek the Company seeking injunctive relief as well as any other relief which may be appropriate under the circumstances in any court of competent jurisdiction in the event of any breach or anticipatory breach of the obligations set out above.
- 5.2 Each of the warranties and undertakings contained in this agreement shall remain in full force and effect notwithstanding the completion of Admission.

6 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or 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. The parties hereto irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

7 VARIATION AND WAIVER

- 7.1 No variation of this agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto.
- 7.2 No waiver of any term, provision or condition of this agreement shall be effective except to the extent made in writing and signed by the waiving party.
- 7.3 No omission or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver by it or any right to exercise it in future or of any other of its rights under this agreement.

8 ASSIGNMENT

No party shall without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed) assign, transfer, charge or deal in any other manner with this agreement or any of its rights under it nor purport to do any of the same.

9 NOTICES

- 9.1 Any notice under or other communication pursuant to this agreement must be in writing and will be effective only if:
 - 9.1.1 sent by hand, or by pre-paid mail delivery service (by airmail if sent outside the jurisdiction in which it is posted):
 - 9.1.1.1 where the recipient is the Company, to its address stated at the beginning of this agreement, marked for the attention of James Sheehan;
 - 9.1.1.2 where the recipient is the Shareholder, to their address set out in column 2 of Schedule 1, marked for the attention of the person named in Schedule 1.
 - 9.1.2 sent by email:
 - 9.1.2.1 where the recipient is the Company, to Darren Hopkins at darren.hopkins@cascadestudio.ai;
 - 9.1.2.2 where the recipient is the Shareholder, to the email address set out in column 2 of Schedule 1;
 - 9.1.3 sent as described in clauses 9.1.1 or 9.1.2 to such other address as may be notified from time to time (in accordance with the provisions of this clause 9.1) by the recipient to the sender, any notice pursuant to this clause 9.1.3 taking effect on the later of the date, if any, specified in such notice as its effective date or the date five Business Days after receipt of such notice.

- 9.2 Subject to clause 9.3, a notice under or other communication pursuant to this agreement shall (in the absence of evidence of earlier receipt) be treated for the purposes of this agreement as having been received by the recipient:
- 9.2.1 if sent by hand, when left at the recipient's address;
- 9.2.2 if sent by pre-paid mail delivery service and the sender proves that the envelope containing it was correctly addressed in accordance with clause 9.1 and that it was sent with postage pre-paid in full:
- 9.2.2.1 by first class mail, or nearest equivalent service in the jurisdiction of posting, to an address within the same jurisdiction, on the second Business Day after sending; or
- 9.2.2.2 by airmail, on the seventh Business Day after sending; and
- 9.2.3 if sent by email, and the sender proves that it was sent to the correct address, one hour after it was sent.
- 9.3 Any notice under or other communication pursuant to this agreement which is received on a day which is not a Local Business Day, or after 5.00pm (local time at the place of receipt) on any day, will be treated as having been received at 9.00am on the next Local Business Day (and for this purpose "**Local Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for non-automated general business at the place of receipt).
- 9.4 This clause 9.4 does not apply to the service of any document in any legal action or proceedings or, where applicable, any arbitration or other method of dispute resolution arising out of or in connection with this agreement.

10 GENERAL

- 10.1 If any provision of this agreement is held to be invalid or unenforceable, then such provision shall (so far as invalid and unenforceable) be given no effect and shall be deemed not to be included in this agreement but without invalidating any of the remaining provisions of this agreement.
- 10.2 This agreement may be executed in any number of counterparts each of which, when so executed, shall be an original, but all counterparts shall together constitute one and the same agreement.
- 10.3 It is not intended that a person who is not a party to this agreement shall have rights under this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

EXECUTED as a deed and delivered on the date stated at the beginning of this document.

Schedule 1

Shareholder

Name	Address	Number of Shares as at the date of this agreement	Number of Shares as at the date of Admission	Name of registered holder of Shares (if different)
Dominic Wheatley				-

SCHEDULE 2

Deed of Adherence

THIS DEED OF ADHERENCE is made on [DATE] by [NAME] of [ADDRESS] ("the **Covenantor**") in favour of MOLLYROE PLC (Company No. 02055395) whose registered office is at 21 Navigation Business Village Navigation Way, Ashton-On-Ribble, Preston, Lancashire, United Kingdom, PR2 2YP (the "**Company**") and is supplemental to the Lock-In Agreement ("**Lock-In Agreement**") dated [DATE] made between (1) the Company, and (2) [SHAREHOLDER].

NOW THIS DEED WITNESSES as follows:

- 1. The Covenantor hereby confirms that he or it has been supplied with a copy of the Lock-In Agreement and hereby covenants with each of the parties thereto to observe, perform and be bound by all the terms of the Lock-In Agreement as if it were a party thereto and named therein as the Shareholder.
- 2. This Deed shall be governed by and be construed in accordance with English law.

THIS DEED has been executed as a deed by the Covenantor and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a **DEED** by [*full name of Covenantor*] in the presence of:

.....

Signature

Signature of witness

Print name

Address

Occupation

EXECUTED as a **DEED** by **MOLLYROE PLC** acting by one director in the presence of:

.....


Signature of director

Signature of witness



Print name Mr Juan Pablo Osman Moreno

Address 

Occupation Lawyer

EXECUTED as a **DEED** by **DOMINIC WHEATLEY** in the presence of:



Signature of witness



Print name Simon Byron

Address 

Occupation Managing Director