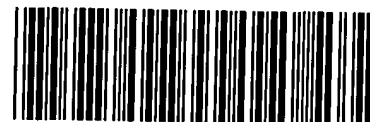


Company Number: 11849292

NETWORK INTERANTIONAL HOLDINGS PLC
(the Company)

THURSDAY



A12 *AC9M893T* 10/08/2023 #92
COMPANIES HOUSE

The following resolution submitted to the General Meeting held on 4 August 2023 was passed:

SPECIAL RESOLUTION

THAT, for the purpose of giving effect to the scheme of arrangement dated 12 July 2023 (as amended or supplemented) (the “Scheme”) between the Company and the holders of Scheme Shares (as defined in the Scheme), a copy of which has been produced for this meeting and for the purposes of identification signed by the Chair of this meeting, in its original form or with or subject to any modification, addition, or condition agreed by the Company and BCP VI Neptune Bidco Holdings Limited and approved or imposed by the High Court of Justice of England and Wales:

- (A) the directors of the Company (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
- (B) with effect from the passing of this resolution, the articles of association of the Company be and are hereby amended by the adoption and inclusion of the following new article 132:

“132. Scheme of Arrangement

- (a) In this article, references to the **Scheme** are to the Scheme of Arrangement under Part 26 of the Companies Act 2006 between the Company and the holders of Scheme Shares (as defined in the Scheme) dated 12 July 2023 (with or subject to any modification, addition or condition approved or imposed by the Court and agreed by the Company and BCP VI Neptune Bidco Holdings Limited (**Bidco**)) and (save as defined in this article) terms defined in the Scheme shall have the same meanings in this article.
- (b) Notwithstanding either any other provisions in these articles or the terms of any resolution whether ordinary or special passed by the Company in general meeting, if the Company issues or transfers out of treasury any Network Shares (other than to Bidco, any subsidiary of Bidco, any parent undertaking of Bidco or any subsidiary of such parent undertaking, or any nominee of any of them (each a **Bidco Company**)) on or after the date of the adoption of this article and prior to the Scheme Record Time such Network Shares shall be issued or transferred subject to the terms of the Scheme (and shall be Scheme Shares for the purposes thereof) and the original holder or subsequent holders of such Network Shares shall be bound by the Scheme accordingly.
- (c) Notwithstanding any other provision of these articles, subject to the Scheme becoming Effective, any shares issued or transferred out of treasury to any person (other than a Bidco Company or its nominee(s)) at or after the Scheme Record Time (a **New Member**) (each a **Post-Scheme Share**) shall be issued or transferred on terms that they shall (on the Effective Date or, if later, on issue or transfer (but subject to the terms of paragraph (d) below)), be immediately transferred to Bidco (or such person as it may direct) (the **Purchaser**), who shall be obliged to acquire each Post-Scheme Share in consideration of and conditional upon the payment of an amount in cash (the **Consideration**) equal to the consideration to

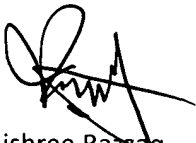
Network International Holdings Plc (LSE: NETW)
Registered Office: Suite 1, 7th Floor, 50 Broadway,
London SW1H 0BL, United Kingdom
Company number: 11849292 (Registered in England & Wales)

which a New Member would have been entitled had such Post-Scheme Share been a Scheme Share and no election for the Alternative Offer (as defined in the Scheme) had been made in respect thereof.

- (d) Any person who is beneficially entitled to shares issued or transferred to a New Member (other than, for the avoidance of doubt, a person who becomes beneficially entitled to shares by virtue of a transfer pursuant to this paragraph) may, prior to the issue or transfer of Post-Scheme Shares to the New Member pursuant to the satisfaction of an award under one of the Network Share Plans (as defined in the Scheme), give not less than two Business Days' written notice to the Company in such manner as the board shall prescribe of his or her intention to transfer the beneficial ownership of some or all of such Post-Scheme Shares to his or her spouse or civil partner and may, if such notice has been validly given, on or before such Post-Scheme Shares being issued or transferred to him or her, immediately transfer to his or her spouse or civil partner beneficial ownership of any such Post-Scheme Shares, provided that such Post-Scheme Shares (including both legal and beneficial ownership thereof) will then be immediately transferred to the Purchaser pursuant to paragraph (c) above as if the spouse or civil partner were a New Member. Where a transfer of Post-Scheme Shares to a New Member's spouse or civil partner takes place in accordance with this article, references to "New Member" in this article shall be taken as referring to the spouse or civil partner of the New Member. If notice has been validly given pursuant to this paragraph but the beneficial owner does not immediately transfer to his or her spouse or civil partner the beneficial ownership of the Post-Scheme Shares in respect of which notice was given, both the legal and beneficial ownership of the Post-Scheme Shares in respect of which notice was given will be transferred directly to the Purchaser and/or its nominee(s) pursuant to paragraph (c) above. If notice is not given pursuant to this paragraph, both the legal and beneficial ownership of the Post-Scheme Shares will be immediately transferred directly to the Purchaser pursuant to paragraph (c) above.
- (e) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date, the value of the consideration per Post-Scheme Share to be paid under paragraph (c) above shall be adjusted by the Network Board in such manner as the auditors of the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this article to Network Shares shall, following such adjustment, be construed accordingly.
- (f) To give effect to any transfer of Post-Scheme Shares required pursuant to paragraph (c) or (d) above, the Company may appoint any person as attorney and/or agent for the New Member to transfer the Post-Scheme Shares to the Purchaser and/or its nominees and do all such other things and execute and deliver all such documents or deeds as may in the opinion of such attorney or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that the attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form or forms of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give a good receipt for the consideration for the Post-Scheme Shares and may register the Purchaser as holder thereof and issue to it certificate(s) for the same. The Company shall not be obliged to issue a certificate to the New Member for

the Post-Scheme Shares. The Purchaser shall settle the consideration due to the New Member pursuant to paragraph (c) above by sending a cheque in favour of the New Member (or any subsequent holder) in respect of the consideration to which such New Member is entitled, or by any alternative method communicated by the Purchaser to the New Member as soon as practicable and in any event no later than 14 days after the date on which the Post-Scheme Shares are issued or transferred to the New Member.

- (g) If the Scheme shall not have become Effective by the applicable date referred to in (or otherwise set in accordance with) Clause 8(B) of the Scheme, this article shall cease to be of any effect.
- (h) Notwithstanding any other provision of these articles, both the Company and the Network Board shall refuse to register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date other than to the Purchaser and/or its nominee(s) pursuant to the Scheme."



Jaishree Razzaq
Chief Risk Officer & Group Company Secretary
Network International Holdings Plc
4 August 2023