Dated 17 March **2026**

EDWARD THOMAS RUDD

AND

INTUITIVE INVESTMENTS GROUP PLC

AND

HUI10 INC.

AMENDED & RESTATED PUT AND CALL AGREEMENT

This Agreement is made on 2026
as an amendment and restatement of the Put & Call Option Agreement between the parties dated 27 October 2023.

Between

(1) **Edward Thomas Rudd**, of [redacted] (**Warrant Holder**);

(2) **Intuitive Investments Group Plc**, a public limited company formed under the laws of England and Wales with registration number 12664320, whose registered office is at One St Peters Square, Manchester, M2 3DE (**IIG**); and

(3) **HUI10 Inc.** an exempted company incorporated under the laws of the Cayman Islands, whose registered office is at Vistra (Cayman) Limited, P. O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 – 1205 Cayman Islands. (**HUI10**).

Whereas

(A) The Parties entered into the Put & Call Option Agreement dated 27 October 2023, and have agreed to amend and restate the Put & Call Option Agreement on the terms of this Agreement, which shall supersede and replace the Put & Call Option Agreement in all respects.

(B) The Warrant Holder is the holder of a warrant to subscribe for 552,985 Class B Shares of $0.0001 each in HUI10 (**Warrant**) which shall become exercisable subject to the satisfaction of certain vesting conditions relating to the share price of IIG or a change of control of IIG.

(C) The parties have agreed to grant:

1) the Warrant Holder the Put Option (as defined below); and

2) IIG the Call Option (as defined below)

in each case over shares the above referenced shares in HUI10 after the exercise of the Warrant by the Warrant Holder.

It is agreed

1 Definitions and interpretation

1.1 In this agreement, the following words and expressions have the following meanings:

Business Days: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Call Option: the call option granted by the Warrant Holder to IIG pursuant to clause 2.2 below;

Completion: the completion of the exercise of the Option as described in clause 6;

Consideration: the purchase price payable for the Option Shares payable by IIG on Completion as set out in clause 5;

Exercise Notice: a notice to exercise the Option pursuant to clause 4

IIG Shares: ordinary shares of £0.01 in the share capital of IIG;

Options: the Put Option and the Call Option, or either of them;

Option Period: the time during which the Options are capable of exercise as set out in clause 3;

Option Shares: the 552,985 Class B Shares of $0.0001 in HUI10 to be subscribed for by the Warrant Holder pursuant to the Warrant;

Put Option: the put option granted by IIG to the Warrant Holder pursuant to clause 2.1 below.

1.2 In this agreement (unless the context requires otherwise):

(a) words and expressions which are defined in the Companies Act 2006 and which are not otherwise defined in this agreement shall have the same meanings as are given to them in that Act;

(b) any gender includes a reference to the other genders;

(c) use of the singular includes the plural and vice versa; and

(d) any reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term.

2 Grant of Options

2.1 IIG hereby grants to the Warrant Holder an option to require IIG to purchase all of the Option Shares on the terms of the Put Option set out in this agreement.

2.2 The Warrant Holder hereby grants to IIG an option to purchase all of the Option Shares on the terms of the Call Option set out in this agreement.

2.3 The Option Shares shall be sold with full title guarantee free from all liens, charges and encumbrances and with all rights attached to them at the date of Completion.

3 Option Period

3.1 The Call Option may only be exercised in the 30 days following the date on which the Option Shares are allotted to the Warrant Holder pursuant to the exercise of the Warrant and if the Call Option is not exercised on or before such date, it shall lapse.

3.2 The Put Option may only be exercised to the extent the Call Option is not exercised in the Option Period specified in clause 3.1 and, in that scenario, it may be exercised in the 90 day period commencing on the day following the date on which the Call Option lapsed and if the Put Option is not exercised before the expiry of that 90 day period, it shall lapse.

4 Exercise of the Options

4.1 The Put Option shall be exercised by the Warrant Holder giving IIG an Exercise Notice, subject to clause 4.3.

4.2 The Call Option shall be exercised by IIG giving the Warrant Holder an Exercise Notice, subject to clause 4.3.

4.3 An Exercise Notice (of either the Put Option or Call Option) shall include:

(a) the date on which the Exercise Notice is given (which must be within the applicable Option Period);

(b) a statement to the effect that the Warrant Holder is exercising the Put Option or, as appropriate, IIG is exercising the Call Option;

(c) a date on which Completion is to take place;

(d) a signature by the party giving the Exercise Notice; and

(e) in the case of an exercise of the Call Option, an election from IIG as to whether the Consideration shall be paid in cash or IIG Shares.

4.4 Either the Put Option or the Call Option may only be exercised in respect of all of the Option Shares.

4.5 Once given an Exercise Notice may not be revoked without written consent of the recipient of the Exercise Notice.

5 Consideration

5.1 IIG shall elect whether the Consideration for the exercise of an option should be payable in cash or IIG Shares and shall notify the Warrant Holder of its decision:

(a) in the case of an exercise of the Call Option, in the Exercise Notice delivered by IIG pursuant to clause 4.3; and

(b) in the case of an exercise of the Put Option, in writing to the Warrant Holder as soon as reasonably practicable following receipt of the Exercise Notice from the Warrant Holder.

5.2 If the Consideration is to be paid in cash pursuant to clause 5.1 the total Consideration shall be a number which is equivalent to the number of IIG Shares which would be issued pursuant to clause 5.3 if IIG had elected to pay the Consideration in IIG Shares, multiplied by the closing mid-market price of the ordinary shares in IIG listed on the specialist fund segment of the London Stock Exchange on the Business Day immediately preceding the date of the Exercise Notice and shall be denominated in British Pounds Sterling.

5.3 Subject to clause 5.4, if the Consideration is to be paid in IIG Shares, the Warrant Holder shall be entitled to receive a total of 666,129 IIG Shares which shall be credited as fully paid.

5.4 If the share capital of IIG is sub-divided or consolidated, the number of IIG Shares which may be issued as Consideration pursuant to clause 5.3 shall be adjusted proportionately to reflect the sub-division or consolidation such that the overall nominal value of IIG Shares which will be issued pursuant to clause 5.3 will be identical to that, had the sub-division or consolidation not occurred.

6 Completion

6.1 Completion shall take place at such place as agreed between IIG and the Warrant Holder on the date specified in the Exercise Notice or such later date as the parties may agree.

6.2 At Completion IIG shall:

(a) pay any cash Consideration to the Warrant Holder by bank transfer to such bank account as may be notified by the Warrant Holder;

(b) to the extent the Consideration is to be satisfied in IIG Shares pursuant to clause 5, arrange for the allotment of any IIG Shares, credited as fully paid, in favour of the Warrant Holder.

6.3 The seller of the Option Shares shall deliver to IIG at Completion:

(a) a stock transfer form for the Option Shares duly completed in favour of IIG (or such persons as IIG may direct);

(b) share certificates for the Option Shares; and

(c) if required, a waiver of any applicable pre-emption rights, duly signed by (or on behalf of) all members of HUI10.

6.4 Following completion, the parties shall use reasonable endeavours to ensure the registration of IIG as the holder of the Option Shares.

7 IIG Protection

Until the earlier of Completion or the lapse of both of the Options, the Warrant Holder shall not, without the prior consent of IIG sell, transfer or otherwise dispose of, or mortgage, charge, pledge of otherwise encumber its legal of beneficial interest in any of the Option Shares or any interest in them.

8 General provisions

8.1 **Termination; Amendment & Restatement**

The term of this agreement shall be in effect until the Option has been exercised or both Options have lapsed pursuant to clause 3. The parties acknowledge and agree that this Agreement amends and restate, and supersedes in all respects, the Put & Call Option Agreement dated 27 October 2023 between the parties.

8.2 **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

8.3 **Notices**

Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be given in writing and shall be given by actual delivery or by email to its address, address set forth below, addressed to the recipient as follows:

(i) if to the Warrant Holder, at:

[redacted]

(ii) if to IIG, at:

One St Peters Square, Manchester, M2 3DE

Attention: Robert Naylor
Email: [redacted]

or to such other address or email address or individual as may be designated by notice given by any party to the others. A notice is deemed to be delivered and received (i) if delivered personally, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; (ii) if sent by same-day courier, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; (iii) if sent by overnight courier, on the next Business Day; or (iv) if transmitted by e-mail, on the date of transmission if transmitted prior to 5:00pm (recipient's time) on a Business Day and otherwise on the next Business Day.

8.4 **Assignment, Successors, etc.**

This agreement will enure to the benefit of and be binding upon the parties and their respective personal representatives and successors in title but neither this agreement nor any of the rights or obligations under this agreement is assignable or transferable by any party without the prior written consent of the other parties, which shall not be unreasonably withheld.

8.5 **Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in this agreement.

8.6 **Contracts (Rights of Third Parties) Act 1999**

No provision of this agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

8.7 **Amendment and Waivers**

No amendment or waiver of any provision of this agreement shall be binding on a party unless consented to in writing by such party. No failure or delay to exercise, or other relaxation or indulgence granted in relation to, any power, right or remedy under this agreement shall operate as a waiver of it or impair or prejudice it nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy. The failure of any party to insist upon strict adherence to any provision of this agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to such provision or any other provision of this agreement. No purported waiver shall be effective as against any party unless consented to in writing by such party. The waiver by any party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent or other breach.

8.8 **Severability**

If any term or provision of this agreement is determined to be illegal, invalid or incapable of being enforced by any court of competent jurisdiction, that term or provision will be severed from this agreement and the remaining terms and provisions shall remain in full force and effect. Upon such determination that any term or provision of this agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

8.9 **Counterparts**

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form, and the parties adopt any signatures received by means of electronic communication as original signatures of the parties.

8.10 **Confidentiality**

Neither party shall at any time make any announcement of this transaction or disclose any term of this agreement without the prior written approval of the other party except to the extent that such information is already in the public domain. The parties shall each use their best endeavours to keep the terms of this transaction which are not already in the public domain from time to time strictly confidential. Despite the above, a party shall be entitled to make any announcement or disclosure which is imposed on that party by law or by the rules of any regulatory body to which that party is subject but the parties shall, as far as practicable, consult with one another on the form of such announcement or disclosure.

8.11 **Tax Liabilities**

In the event that a Tax Liability becomes due the Warrant Holder agrees to the pay to IIG or HUI10 the amount of any Tax Liability or enter into arrangements acceptable to IIG or HUI10 to secure that payment is made or a deduction from their salary, directors fees or other amounts due to them made.

Tax Liability means any amount of tax, employees' national insurance contributions or any like sum (whether arising and/or due in the UK or elsewhere) which arises in connection with the Warrant, the Option Shares or the IIG Shares issued to the Warrant Holder or on exercise of the Put Optoin or the Call Option and for which IIG or HUI10 may be obliged to (or would or may suffer a disadvantage if it were not to) account to any Tax Authority, together with any related fines, penalties and interest, where **Tax Authority** means any taxing or other authority competent to administer, impose, assess or collect any taxation in the UK or elsewhere.

Executed as a deed by the parties or their duly authorised representatives but not delivered until the date of this Agreement.

Executed as a deed by)
Edward Thomas Rudd)
in the presence of) ......[redacted]

[redacted]

Executed as a deed by)
Intuitive Investments Group Plc) ..[redacted]......................................
Acting by a director in the presence of)

[redacted]

Executed as a deed by
HUI10 Inc.
Acting by a director in the presence of)
) [redacted]........
)

[redacted]