

THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER ANY OTHER SECURITIES LAWS. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND OTHER APPLICABLE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Number of Class B Shares: 552,985
17 March 2026

AMENDED & RESTATED WARRANT

This Amended & Restated Warrant (the “Warrant”) is an amendment and restatement of the terms of the Warrant dated 26 October 2023 issued to Timothy Nigel Rudd of [REDACTED] (the “Holder”), by HUI10 Inc., an exempted company incorporated and existing under the laws of the Cayman Islands (the “Company”; together with the Holder, individually a “Party” and collectively the “Parties”) for good and valuable consideration, the receipt, adequacy and sufficiency of which was acknowledged by the Company.

- 1. Warrant Shares.** Subject to the terms and conditions hereinafter set forth, the Holder is hereby entitled to subscribe for 552,985 Class B Shares of \$0.0001 each, subject to adjustment as provided herein (the “Warrant Shares”) subject to the satisfaction of the Vesting Consideration specified below.

Vesting Condition. The Warrant shall Vest in respect of all the Warrant Shares in the event that: (a) the mid-market closing price of the shares in Intuitive Investments Group Plc (being a company incorporated and registered in England and Wales with registered number 12664320 and whose registered office is at One St Peters Square, Manchester, M2 3DE, England) (“IIG”) on any business day as listed on the specialist fund segment of the London Stock Exchange is equal to or more than £3.13264 per share; or (b) a Change of Control of the Parent Company has become irrevocable and unconditional. Once either of the conditions specified above has been satisfied the Warrant shall be regarded as “Vested” and the “Vesting Date” shall be either: (i) the first date on which the share price of IIG is so equal to or exceeds £3.13264 per share; or (ii) the date on which a Change of Control of the Parent Company has become irrevocable and unconditional. Once the Warrant has Vested it shall remain Vested.

Exercise Price. The subscription price per Warrant Share shall be £0.01 (the “Exercise

Price”).

Change of Control: Control in relation to a body corporate shall mean the power of a person (or persons) to (directly or indirectly) secure that the affairs of the body corporate are conducted in accordance with the wishes of that person (or persons):(a) by means of holding of shares, or the possession of voting power, in or in relation to, that or any other body corporate; or (b) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating that or any other body corporate, and a **Change of Control** occurs if a person who (directly or indirectly) controls any body corporate ceases to do so (directly or indirectly) or another person acquires control of it (directly or indirectly).

Parent Company: Intuitive Investments Group Plc (being a company incorporated in England and Wales with registration number 12664320, whose registered office is at One St Peters Square, Manchester, M2 3DE, United Kingdom).

2. **Reservation of Shares.** The Company hereby covenants and agrees that at all times there shall be reserved for issuance and delivery upon exercise of this Warrant such number of Warrant Shares, and for issuance and delivery upon conversion of the Warrant Shares (the “Issuable Securities”). All Issuable Securities shall be duly authorized and, when issued upon such exercise or conversion, shall be validly issued, free and clear of all liens, security interests, charges and other encumbrances or restrictions, and free and clear of all preemptive rights, consent rights, veto rights and other similar rights, other than transfer restrictions imposed by applicable securities laws and currently effective memorandum and articles of association of the Company (the “Memorandum and Articles”), in each case, as may be amended and restated from time to time. The Company will take all such action as may be necessary to assure that such Issuable Securities shall be issued as provided herein without violation of any applicable law.
3. **Method of Exercise.** While this Warrant remains outstanding, the Holder may at any time after the Vesting Date exercise the purchase rights evidenced hereby with respect to all (but not part of) the Warrant Shares. The Company agrees that the Warrant Shares to be purchased pursuant to this Warrant shall be and are deemed to be issued to the Holder as the record owner of such shares as of the close of business in the jurisdiction in which the Company has its principal executive offices on the date on which this Warrant shall have been exercised (or the close of business on the next Business Day if the date on which this Warrant is exercised is not a Business Day, the “Exercise Date”). Such exercise shall be effected and consummated by:
 - (a) the surrender of the Warrant, together with a duly executed copy of Notice of Exercise in the form attached hereto as Schedule A, to the Company at its principal executive offices; and
 - (b) the payment to the Company of the Exercise Price for each Warrant Share, in cash, by wire transfer of immediately available funds to an account designated by the Company in writing, subject to the application of any dividend accruals pursuant to Section 4 below.

4. **Dividend accrual and satisfaction of the Exercise Price.** Whilst the Warrant remains outstanding the Warrant Shares shall accrue dividend rights each time dividends are paid to the ordinary shareholders in the Company, at the following rate:

$$D = Z \times (100.3334 / 100) - Z$$

Where:

D is the dividend to accrue to the Warrant Holder; and

Z is the amount which is distributed by the Company to holders of the ordinary shares in the Company.

The total amount of dividends so accrued in the period prior to exercise of the Warrant

being referred to as the "Aggregate Dividend Accrual" for the purpose of this Warrant. On the date on which the Holder issues the Company with a Notice of Exercise, the Holder shall become absolutely entitled to the Aggregate Dividend Accrual, in which case the Company shall make payment to the Holder of Aggregate Dividend Accrual within 30 days of receipt of the Notice of Exercise. Notwithstanding this, the Holder may specify in the Notice of Exercise that the Aggregate Dividend Accrual shall be applied in paying the Exercise Price, in which case any such application shall be regarded as valid discharge of the Company's obligation to pay the Aggregate Dividend Accrual and the amount of the Aggregate Dividend Accrual shall be deducted from the Exercise Price due from the Holder such that he will only be required to pay any balance outstanding. To the extent the Aggregate Dividend Accrual exceeds the Exercise Price, where the Holder has elected that the Aggregate Dividend Accrual is applied in satisfying the Exercise Price, the Company shall account to the Holder for the amount of the excess above the Exercise Price within 30 days of the date of the Notice of Exercise.

5. **Registration & Certificates for Warrant Shares.** Upon the exercise of the purchase rights evidenced by this Warrant by the Holder in accordance with Sections 3(a) and 3(b) above, the Company shall cause (a) the official Register of Members of the Company to be updated to reflect the issuance of the number of Warrant Shares so purchased by the Holder, a certified copy of which to be delivered to the Holder on the Exercise Date, and (b) a share certificate for the number of Warrant Shares so purchased to be issued to the Holder, as of the Exercise Date, as soon as practicable thereafter and in any event within one (1) week after the Exercise Date. The entries on the Register of Members and each share certificate so delivered shall be in such denominations as may be requested by the Holder hereof and shall be registered in the name of such Holder.
6. **Adjustments.** The number of Warrant Shares purchasable upon exercise of this Warrant and the Exercise Price per share shall be adjusted from time to time pursuant to the provisions of this Warrant, and in each case subject to further adjustment pursuant to the provisions of this Section 6.
 - (a) Reclassification. Subject to applicable laws and regulations, in case there occurs any reclassification or change of the outstanding Warrant Shares issuable upon exercise of this Warrant (or any share capital or other securities at the time issuable upon exercise of this Warrant) or any reorganization of the Company on or after the date hereof, then and in each such case the Holder, upon the exercise hereof at any time after the consummation of such reclassification, change, or reorganization shall be entitled to receive, in lieu of the stock or other securities and property receivable upon the exercise hereof prior to such consummation, the shares or other securities or property to which such Holder would have been entitled upon such consummation if such Holder had exercised this Warrant immediately prior thereto.
 - (b) Adjustment Certificate. When any adjustment or readjustment is required to be made pursuant to this Section 6, the Company shall promptly deliver to the Holder a certificate setting forth (i) a brief statement of the facts requiring such adjustment, (ii) the Exercise Price after such adjustment or readjustment, and (iii) the kind and number of shares or other securities or property into which this Warrant shall be

exercisable after such adjustment or readjustment.

- (c) No Change Necessary. The form of this Warrant need not be changed because of any adjustment in the Exercise Price or in the number and kind of securities purchasable upon exercise of this Warrant.

7. Undertakings.

- (a) No Impairment. Subject to the right of the Company to amend the Memorandum and Articles or take any other corporate action upon obtaining the necessary approvals required by the Memorandum and Articles and applicable law, the Company will not, by amendment of the Memorandum and Articles or any other agreements or documents or through reorganization, consolidation, merger, dissolution, sale of assets or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant but will at all times in good faith and best efforts to assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of this Warrant against impairment.
- (b) Further Assurances. The Company agrees to cooperate fully with the Holder and to execute such further instruments, documents and agreements and to give such further written assurances, as may be reasonably requested by the Holder to evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Warrant.

8. Transfers of Warrant. This Warrant, and the rights and obligations hereunder, shall not be assigned without the written consents of the Holder and the Company. For the avoidance of doubt, any Transfer not made in compliance with this Warrant shall be null and void as against the Company, shall not be recorded on the books of the Company (if applicable) and shall not be recognized by the Company.

9. Exercise Period & Lapsing of Warrant. This Warrant shall be exercisable: (a) if the Vesting Condition is satisfied in accordance with paragraph (a) of the Vesting Condition, at any time from the Vesting Date to 120 months following the Vesting Date; or (b) if the Vesting Condition is satisfied in accordance with paragraph (b) of the Vesting Condition, at any time before the Change of Control of the Parent Company becomes effective, or such longer period agreed by the Company and the Holder (the “Exercise Period”). If the Warrant is not exercised during any applicable Exercise Period it shall immediately and irrevocably lapse and cease to be exercisable by the Holder.

10. Change of Control of the Parent Company. In the event that a Change of Control of the Parent Company is scheduled to occur (whether conditionally or otherwise), the Company shall procure that, prior to that event, the Holder shall be offered the right to exercise the Warrant in full in accordance with Sections 3 and 4 above, conditionally upon the Change of Control of the Parent such that if the Change of Control of the Parent Company does not become irrevocable and unconditional, any purported exercise of the Warrant shall be void and the Warrant shall continue in force in accordance with its terms. If the Change of Control of the Parent Company does become irrevocable and

unconditional and the Warrant is not exercised, the Warrant shall lapse in accordance with paragraph 9.

- 11. Successors and Assigns.** This Warrant shall be binding upon and inure to the benefit of the Company, the Holder and their successors and permitted assigns.

12. **Loss or Mutilation.** Upon receipt of evidence reasonably satisfactory to the Company of the ownership of and the loss, theft, destruction or mutilation of this Warrant, and of indemnity reasonably satisfactory to it, and (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company will execute and deliver in lieu thereof a new Warrant of like tenor as the lost, stolen, destroyed or mutilated Warrant.
13. **Governing Law.** This Warrant shall be governed by and construed under the laws of the England and Wales, without regard to principles of conflict of laws thereunder.
14. **Dispute Resolution.** The Parties submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising out of or in relation to this Agreement, though as far as possible shall use reasonable endeavours to ensure that any dispute or claim arising out of, in connection with or relating to this Warrant, including the interpretation, validity, invalidity, breach or termination thereof shall, so far as possible, be settled by arbitration
15. **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile or registered or certified mail (postage prepaid, return receipt requested) or electronic mail to the other Parties at the addresses specified in this Section 15 (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 15). Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a written confirmation of delivery, and to have been effected at the earlier of (a) delivery (or when delivery is refused) and (b) expiration of two (2) Business Days after the letter containing the same is sent as aforesaid. Where a notice is sent by facsimile or electronic mail, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid, if such day is a Business Day and if sent during normal business hours of the recipient, otherwise the next Business Day. Notwithstanding the foregoing, to the extent a “with a copy to” address is designated, notice must also be given to such address in the manner above for such notice, request, consent or other communication hereunder to be effective.

If to the Holder, to:

Address: [REDACTED]

[REDACTED]

If to the Company, to:

Address: Vistra (Cayman) Limited, P. O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 – 1205 Cayman Islands

Attention: Daniel Levine

16. **Rights Cumulative; Specific Performance.** Each and all of the various rights, powers and remedies of any Party will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Party may have at law or in equity in the event of the breach of any of the terms of this Warrant. The exercise or partial exercise of any right, power or remedy will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to any Party. Without limiting the foregoing, the Parties acknowledge and agree irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Warrant were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunction to prevent breaches of this Warrant and to enforce specifically the terms and provisions of this Warrant.
17. **Severability.** In case any provision of this Warrant shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If, however, any provision of this Warrant shall be invalid, illegal, or unenforceable under any such applicable law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be invalid, illegal, or unenforceable only to the extent of such invalidity, illegality, or limitation on enforceability without affecting the remaining provisions of this Warrant, or the validity, legality, or enforceability of such provision in any other jurisdiction.
18. **Amendments and Waivers.** Any term of this Warrant may be amended and the observance of any term of this Warrant may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holder.
19. **No Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of, or failure to insist upon strict compliance with, any right, power or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right, power or remedy at any other time or times.
20. **Delays or Omissions.** No delay or omission to exercise any right, power or remedy accruing under this Warrant, upon any breach or default of the other Party under this Warrant, shall impair any such right, power or remedy nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Warrant, or any waiver on the part of any party of any provisions or conditions of this Warrant, must be in writing and shall be effective only to the extent specifically set forth in such writing.
21. **No Presumption.** The Company and the Holder each acknowledges that any applicable law that would require interpretation of any claimed ambiguities in this Warrant against

the drafter thereof, has no application and is expressly waived. If any claim is made relating to any conflict, omission or ambiguity in the provisions of this Warrant, no presumption or burden of proof or persuasion will be implied because this Warrant was prepared by or at the request of the Company or the Holder or its respective counsel.

22. **Headings and Titles.** The headings and titles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant.
23. **Counterparts.** This Warrant may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures or that in electronic PDF format shall be deemed to be originals for purposes of the effectiveness of Warrant.
24. **Entire Agreement.** This Warrant and other instruments and agreements referenced herein constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

[The remainder of this page has intentionally been left blank]

IN WITNESS whereof this Agreement is executed as a deed and delivered the day and year first above written.

Executed as a deed by)
HUI10 Inc.)
acting by a director in the presence of) Di

[Redacted]

Executed as a deed by)
Timothy Rudd)
in the presence of)

[Redacted]

SCHEDULE A
NOTICE OF EXERCISE

To: Hui10 Inc ("Company")

Cc: Intuitive Investments Group Plc

The undersigned hereby elects to subscribe [552,985] Class B Shares of Hui10 Inc, pursuant to the terms of the attached Warrant (the "Warrant").

[The undersigned hereby directs the Company that the total amount of Aggregate Dividend Accrual (as defined in the Warrant) shall be applied as fully as possible in discharging the Exercise Price].

The undersigned hereby represents and warrants that the undersigned is acquiring such shares for his own account for investment purposes only, and not for resale or with a view to distribution of such shares or any part thereof.

Holder:

[]

By: _____

Name: _____

Title: _____

Date: