

LOCK-UP UNDERTAKING

To: Future plc
Quay House
The Ambury
Bath BA1 1UA
(“Offeror”)

From: Sir Peter Wood

[REDACTED]
(“Shareholder”)

25 November 2020

Dear Sirs

Proposal by the Offeror to acquire GoCo Group plc (the “Company”)

1. Capitalised terms used but not defined herein shall have the meanings assigned to such terms in the Irrevocable Undertaking (as defined in paragraph 2).
2. This lock-up undertaking is being entered into between the Shareholder and the Offeror in connection with the irrevocable undertaking given by the Shareholder to the Offeror (the “Irrevocable Undertaking”) on the date of this undertaking and will become effective upon the Shareholder receiving the Consideration Shares.
3. Subject to the provisions of paragraph 4, the Shareholder hereby agrees that from receiving the Consideration Shares he will not, directly or indirectly, offer, issue, lend, pledge, sell or contract to sell, distribute, issue options, rights or warrants in respect of, or otherwise dispose of, directly or indirectly, or announce an offering or issue of, any of the Consideration Shares that he holds (or any interest therein or in respect thereof) or enter into any transaction (including any derivative transaction) with the same economic effect as, or agree to do, or announce or publish the intention to do, any of the foregoing (a “Disposal”):
 - 3.1 until six months from the Proposal becoming effective and the Offeror acquiring the Company (the “Lock-up Period”); and
 - 3.2 for six months following the Lock-up Period, without first:
 - (A) notifying the Offeror of its intention to effect a Disposal;
 - (B) discussing with the Company and Offeror’s Financial Advisers, in good faith and for a period of up to ten business days, a plan to effect the Disposal at a price that is agreeable to the Shareholder (acting reasonably) (“Orderly Market Period”).
4. Subject to complying with the requirements of paragraph 4.15, nothing in this undertaking shall restrict the Shareholder from:
 - 4.1 effecting a Disposal after the Orderly Market Period; or
 - 4.2 any Disposal notified in writing in advance to the Offeror and to which the Offeror gives its prior consent in writing; or

- 4.3 accepting a general offer made to all holders of Offeror Shares on terms which treat all such holders alike; or
- 4.4 executing and delivering an irrevocable commitment or undertaking to accept a general offer as is referred to in sub paragraph 4.3 above; or
- 4.5 any Disposal to an offeror or potential offeror during an offer period (within the meaning of the Code); or
- 4.6 any Disposal pursuant to any scheme of reconstruction under Section 110 of the Insolvency Act 1986 in relation to the Offeror; or
- 4.7 selling or otherwise disposing of Consideration Shares pursuant to any offer by the Offeror to purchase its own shares which is made on identical terms to all holders of Offeror Shares; or
- 4.8 transferring or disposing of Consideration Shares pursuant to a compromise or arrangement between the Offeror and its creditors or any class of them or between the Offeror and its members or any class of them which is agreed to by the requisite majority of creditors or members (as appropriate) and (where required) sanctioned by a court having appropriate jurisdiction; or
- 4.9 any Disposal by way of gift: (i) by the Shareholder to a Family Member; (ii) by the Shareholder to any person or persons acting in the capacity of trustee or trustees of a trust created by the Shareholder or, upon any change of trustees of a trust so created to the new trustee or trustees, provided that the trust is established for charitable purposes only or there are no persons beneficially interested under the trust other than the Shareholder and his Family Members; or (iii) by the trustee or trustees of a trust to which (ii) applies to any person beneficially interested under that trust. **"Family Member"** means, in relation to an individual, the spouse, parent, widow, widower, cohabitee, adult sibling, child or grandchild (including such child or grandchild by adoption or step child) of such individual; or
- 4.10 depositing or withdrawing any Consideration Shares into or out of (as the case may be) CREST (including through any intermediary, broker or other person); or
- 4.11 any Disposal to or by any personal representative of the Shareholder appointed during the Lock-up Period or the Orderly Market Period; or
- 4.12 transferring the legal interest in Consideration Shares provided that the beneficial owner shall not change; or
- 4.13 selling, transferring or otherwise disposing of Consideration Shares to: (i) any entity or entities of which the Shareholder is the sole beneficial owner; or (ii) the sole beneficial owner of the Shareholder;
- 4.14 transferring Consideration Shares where a disposal is required by law, regulation, any competent authority or by order of a court of competent jurisdiction; or
- 4.15 provided that prior to any Disposal proposed to be made pursuant to paragraph 4.9, 4.11, 4.12 or 4.13, the following provisions are complied with as applicable:
 - (A) such proposed Disposal shall be notified in advance to the Offeror in writing two business days prior to the entry into of any agreement relating to the same; and
 - (B) the relevant transferee shall enter into, and deliver to the Offeror, an enforceable deed of adherence to the terms and conditions of this undertaking duly executed by

the relevant transferee in respect of the Consideration Shares to be transferred to them; and

- (C) the relevant transferee shall enter into, and deliver to the Offeror any other documentation in relation to the transfer reasonably required by the Offeror for the Offeror to comply with Applicable Requirements.
5. If for any reason the Irrevocable Undertaking is terminated prior to the issue of the Consideration Shares to the Shareholder this undertaking shall terminate, and the undersigned shall be released from its obligations hereunder.
 6. This undertaking shall terminate and cease to be of effect, and the undersigned shall be released from its obligations hereunder, immediately upon the expiry of the Orderly Market Period.
 7. Neither party may assign or transfer all or part of their respective rights or obligations under this undertaking.
 8. This undertaking constitutes the whole agreement between us relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, and undertakings, whether in writing or oral, relating to such subject matter except to the extent that the same are repeated in this undertaking.
 9. No person who is not a party to this undertaking shall have any right to enforce any term of this undertaking.
 10. This undertaking (and any contractual and non-contractual obligations arising out of or in connection with it) shall be governed by, and this undertaking shall be construed in accordance with, English law. In relation to any legal action or proceedings arising out of or in connection with this undertaking (whether arising out of or in connection with contractual or non-contractual obligations) ("Proceedings"), each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum.

[EXECUTION PAGE FOLLOWS]

EXECUTION PAGE TO LOCK-UP UNDERTAKING

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

EXECUTED and DELIVERED as a DEED)
by **SIR PETER WOOD**)
in the presence of:)

Witness Signature: _____

Witness Name: _____

Witness Address: _____

Witness Occupation: _____

EXECUTED and DELIVERED as a DEED)
by **FUTURE PLC**)
acting by a director in the presence of:)

Witness Signature: _____

Witness Name: _____

Witness Address: _____

Witness Occupation: _____

EXECUTION PAGE TO LOCK-UP UNDERTAKING

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

EXECUTED and DELIVERED as a DEED)
by SIR PETER WOOD)
in the presence of:)

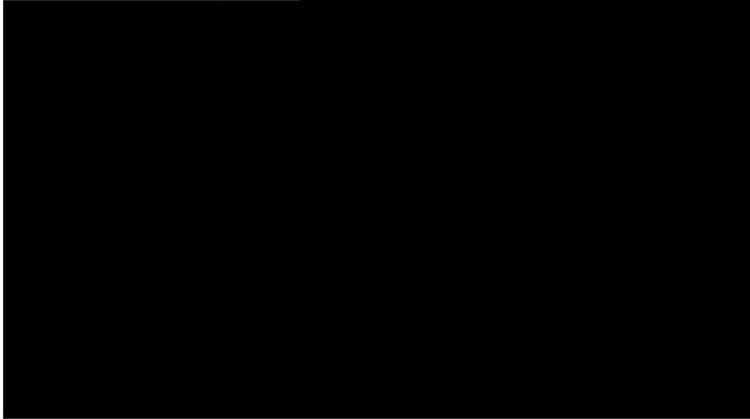


Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:



EXECUTED and DELIVERED as a DEED)
by FUTURE PLC)
acting by a director in the presence of:)

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:
