DEED OF IRREVOCABLE UNDERTAKING

To: **Bradbury Bidco Limited**
Forum St Pauls
33 Gutter Lane
London EC2V 8AS
United Kingdom

And a copy to: **Goldman Sachs International**
Plumtree Court
25 Shoe Lane
London EC4A 4AU
United Kingdom

31 August 2026

Dear Sirs,

Offer for Gamma Communications plc (the "Target")

I refer to the proposed transaction whereby Bradbury Bidco Limited ("**Bidco**") intends to acquire the entire issued and to be issued ordinary share capital of Target (the "**Acquisition**").

The Acquisition is to be effected substantially on the terms and conditions set out in the draft announcement proposed to be made under Rule 2.7 of the City Code on Takeovers and Mergers (the "**Code**"), a copy of which has been provided to me as of the date of this undertaking (the "**Announcement**"), together with such additional terms and conditions as may be required to comply with the requirements of the Panel on Takeovers and Mergers (the "**Panel**"), any applicable law or regulation or as agreed between Bidco and the Target.

The Acquisition is currently anticipated to be implemented by means of a scheme of arrangement under Part 26 of the Companies Act 2006 (referred to in this undertaking as the "**Scheme**", as further defined in paragraph 13).

This undertaking (which has been executed by me as a Deed) sets out the terms and conditions on which I will vote in favour of the Scheme (or accept the Offer when it is made, if the Acquisition is proceeding by way of an Offer).

1. WARRANTIES

I represent and warrant to Bidco that:

(a) I am the registered holder and beneficial owner of the number of ordinary shares of 0.25 pence each in the capital of the Target shown under the heading "Target Shares" in Schedule 1 ("**Target Shares**") and that I hold these free of any lien, charge, option, equity or encumbrance;

(b) I am the beneficial owner of the number of ordinary shares of 0.25 pence each in the capital of the Target shown under the heading "Beneficial Shares" in Schedule 1 (the "**Beneficial Shares**") and that I hold the beneficial interest in such shares free of any lien, charge, option, equity or encumbrance;

(c) save as set out in Schedule 1, I do not, and neither does any of the persons connected with me (as defined in sections 252 to 256 of the Companies Act 2006), have any other interests in the shares or securities of the Target, or any options, warrants, convertibles or other rights to subscribe for, purchase or otherwise acquire any such shares or securities, or any short positions in any such shares or securities, and references to interests and short positions shall each have the meanings given in the Code; and

(d) I have full power and authority to enter into and perform each of my obligations under this undertaking.

2. UNDERTAKINGS

2.1 Subject in all cases to paragraph 2.2, I hereby irrevocably undertake to Bidco that before the Offer becomes unconditional in all respects (if the Acquisition is proceeding by way of an Offer) or before the Court Order sanctioning the Scheme is delivered to the Registrar of Companies (if the Acquisition is proceeding by way of Scheme) or this undertaking lapses in accordance with paragraph 8 (whichever is earlier), I shall not:

(a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of, or permit any of the foregoing in relation to, any Target Shares or any other shares or securities in the Target shown in Schedule 1 or any other shares or securities in the Target issued or unconditionally allotted to me or otherwise acquired by me following the date of this undertaking ("**Further Target Shares**"), other than pursuant to the Scheme or my acceptance of the Offer (as applicable);

(b) accept, in respect of the shares or securities referred to in paragraph 2.1(a), any offer or other transaction made in competition with or which might otherwise reasonably be expected to frustrate the Acquisition;

(c) vote, in respect of the shares or securities referred to in paragraph 2.1(a), in favour of any other scheme of arrangement relating to the acquisition of any shares in the Target by a third party or other transaction made in competition with or which might reasonably be expected to otherwise frustrate the Acquisition;

(d) (other than pursuant to the Offer or Scheme (as applicable)) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:

(i) to do any of the acts referred to in paragraphs 2.1(a) to 2.1(c); or

(ii) which, in relation to the Target Shares or any Further Target Shares, would or might restrict or impede me from voting in favour of the Scheme or accepting the Offer (as applicable) or preclude me or impair my ability to comply with this undertaking,

and, for the avoidance of doubt, references in this paragraph 2.1(d) to any agreement, arrangement or obligation includes any agreement, arrangement or obligation whether or not legally binding or subject to any condition or which is to take effect if the Offer becomes unconditional in all respects (if the Acquisition is proceeding by way of an Offer) or the Court Order sanctioning the Scheme is delivered to the Registrar of Companies (if the Acquisition is proceeding by way of Scheme), or if this undertaking ceases to be binding; or

(e) acquire any shares or other securities of the Target or any interest therein (including any derivatives referenced to such securities) unless the Panel determines, and confirms to you, that, in respect of such acquisition, I am not acting in concert with you pursuant to Note 9 to the definition of "acting in concert" set out in the Code. If any such shares, securities or interest (including for these purposes shares arising on exercise of options) are acquired by me, such shares, securities or interest (as the case may be) shall be deemed to be included in the expression "**Target Shares**" for the purposes of this undertaking. Without prejudice to the foregoing, I shall notify Bidco promptly of any such acquisition.

2.2 To the extent applicable, neither paragraph 2.1 nor paragraph 4 shall restrict me from:

(a) any grant, vesting, release, and/or exercise of awards and options in accordance with the Gamma Share Plans;

(b) being issued with and/or acquiring Further Target Shares under, or exercising any of my rights in respect of, the Gamma Share Plans;

(c) selling, transferring or disposing of such number of Target Shares or Further Target Shares (or interests in such shares) as may be required in order to cover my liability for:

(i) tax and employee national insurance or other employee social security contributions;

(ii) if required, any exercise price payable; and

(iii) any associated dealing costs or fees,

in each case, arising as a result of or otherwise in respect of the vesting or exercise of any awards or options to which I am entitled under the Gamma Share Plans;

(d) transferring some or all of the legal title to my Target Shares and/or Further Target Shares acquired under the Gamma Share Plans to a nominee, trust or similar arrangement in connection with the ordinary course operation of the Gamma Share Plans, provided that I retain beneficial title in all such Target Shares and/or Further Target Shares;

(e) selling, transferring or otherwise disposing of Target Shares and/or Further Target Shares to the extent required as part of my bona fide tax planning, and provided always that prior to any such disposal the intended transferee or beneficiary of any transferee executes and delivers to Bidco an undertaking on terms no less favourable to Bidco than the terms set out herein;

(f) agreeing to the amendment of any of my awards or options granted under the Gamma Share Plans; or

(g) taking any action set out in a Relevant Proposal (as defined below).

2.3 To the extent applicable, I shall accept any proposal made by or on behalf of Bidco to holders of options or awards in respect of shares in the capital of the Target in compliance with Rule 15 of the Code (a "**Relevant Proposal**") in respect of the options or awards referred to in Schedule 1 (and any other options or awards in respect of shares in the capital of the Target which may be granted to me) not later than 3.00 p.m. on the tenth Business Day after the dispatch of such Relevant Proposal to the holders of options or awards or otherwise ensure that any shares in the capital of the Target arising on the exercise of options or vesting of awards prior to the Scheme Record Time participate in the Scheme.

2.4 I hereby irrevocably undertake to Bidco to procure that the registered holder of any Beneficial Shares complies with the undertakings in this paragraph 2 in respect of the Beneficial Shares.

3. UNDERTAKING TO VOTE IN FAVOUR OF THE SCHEME

3.1 I hereby irrevocably undertake that, if the Acquisition is implemented by way of the Scheme:

(a) I shall exercise (or procure the exercise of) all voting rights attaching to the Target Shares and any Further Target Shares to vote in favour of all resolutions to approve the Scheme, and any related matters, proposed at any general or class meeting ("**General Meeting**") and Court convened meeting ("**Court Meeting**") of the Target to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;

(b) I shall:

(i) in respect of any Target Shares or Further Target Shares held in certificated form, return executed versions of the forms of proxy enclosed with the circular to be sent to Target shareholders setting out the terms and conditions of the Scheme (the "**Scheme Document**") or otherwise sent to me or submit proxy instructions electronically, duly completed and voting in favour of the resolutions to approve the Scheme and any related matters, in each case in accordance with the instructions printed thereon so as to be received by Target's registrars by no later than 3.00 p.m. on the tenth Business Day after the date of dispatch of the Scheme Document to Target shareholders (or, in respect of any Further Target Shares, by no later than 3.00 p.m. on the fifth Business Day after becoming the registered and/or beneficial holder of such shares, if later); and

(ii) in respect of any Target Shares or Further Target Shares held in uncertificated form, instruct (or procure that my nominee, broker or custodian instructs) the CREST sponsor to duly complete and submit the CREST proxy instructions voting in favour of the resolutions to approve the Scheme, and any related matters, in accordance with the instructions set out in the Scheme Document by no later than 3.00 p.m. on the tenth Business Day after the date of dispatch of the Scheme Document to Target shareholders (or, in respect of any Further Target Shares, by no later than 3.00 p.m. on the fifth Business Day after becoming the registered and/or beneficial holder of such shares, if later);

(c) I shall not revoke the terms of any form of proxy or proxy instruction submitted in accordance with paragraph 3.1(b), either in writing or by attendance at any General Meeting or Court Meeting (or any adjournment thereof) or otherwise; and

(d) I shall procure that the registered holder of any Beneficial Shares complies with the undertakings in paragraphs 3.1(a) to 3.1(c) in respect of the Beneficial Shares.

3.2 I acknowledge that Bidco shall have the right and may elect at any time (with the consent of the Panel and whether or not the Scheme Document has then been despatched) to implement the Acquisition by way of a takeover offer within the meaning of section 974 of the Companies Act 2006 (the "**Offer**") (as further defined in paragraph 13), as opposed to by way of a Scheme, provided that such takeover offer is made on terms at least as favourable as the terms of the Scheme.

3.3 If such an Offer is made by Bidco, I undertake and warrant that any undertakings, agreements, warranties, appointments, consents and waivers in this undertaking shall apply *mutatis mutandis* to such Offer and, in particular, I undertake to accept, or procure the acceptance of, such Offer, in respect of the Target Shares, Beneficial Shares and any Further Target Shares. I further undertake, if so required by Bidco, to execute or procure the execution of all such other documents as may be necessary for the purpose of giving Bidco the full benefit of my undertakings so applying with respect to such Offer.

3.4 If the Acquisition is implemented by way of an Offer, I hereby irrevocably undertake that:

(a) I shall accept the Offer in respect of the Target Shares and any Further Target Shares in accordance with the procedure for acceptance set out in the offer document sent to Target shareholders in connection with the Acquisition (the "**Offer Document**") by no later than 3.00 p.m. on the tenth Business Day after the Offer Document is sent to the Target's shareholders (or, in respect of any Further Target Shares, by no later than 3.00 p.m. on the fifth Business Day after the date I become the registered holder of the Further Target Shares, if later);

(b) although the terms of the Offer will confer a right of withdrawal on accepting shareholders, I shall not withdraw any acceptances of the Offer; and

(c) I shall procure that the registered holder of any Beneficial Shares complies with the undertakings in paragraphs 3.4(a) and 3.4(b) in respect of the Beneficial Shares.

4. VOTING RIGHTS

4.1 Subject in all cases to paragraph 2.2, I hereby irrevocably undertake to Bidco that before the Offer becomes unconditional in all respects (if the Acquisition is proceeding by way of an Offer) or before the Court Order sanctioning the Scheme is delivered to the Registrar of Companies (if the Acquisition is proceeding by way of a Scheme) or this undertaking lapses in accordance with paragraph 8 (whichever is earlier):

(a) I shall only exercise the voting rights attached to the Target Shares and any Further Target Shares on any Relevant Resolution only in accordance with Bidco's directions;

(b) I shall only exercise the voting rights attached to the Target Shares and any Further Target Shares to requisition, or join in the requisitioning of, any General Meeting, Court Meeting or other meeting of the Target for the purposes of considering or voting on any Relevant Resolution in accordance with Bidco's directions;

(c) for the purpose of voting on a Relevant Resolution, I shall execute any form of proxy or proxy instruction required by Bidco appointing any person nominated by Bidco to attend and vote at the relevant General Meeting or Court Meeting (and shall not revoke the terms of any such proxy whether in writing, by attendance or otherwise); and

(d) I shall procure that the registered holder of any Beneficial Shares complies with paragraphs 4.1(a) to 4.1(c) in respect of the Beneficial Shares.

4.2 A "**Relevant Resolution**" means:

(a) a resolution (whether or not amended) proposed at a General Meeting or Court Meeting, or at an adjourned meeting, the passing of which is required to implement the Acquisition or which, if passed, would reasonably be expected to result in any condition of the Acquisition not being fulfilled or which would reasonably be expected to impede or frustrate the Acquisition in any way (including, for the avoidance of doubt, any resolution to approve any scheme of arrangement or other transaction in relation to the Target which is in competition with or which might frustrate the Acquisition) or which is to approve a matter for the purposes of Rule 21 of the Code;

(b) a resolution to adjourn a General Meeting or Court Meeting whose business includes the consideration of a resolution falling within paragraph 4.2(a); or

(c) a resolution to amend a resolution falling within paragraph 4.2(a) or paragraph 4.2(b).

5. DOCUMENTATION

5.1 I consent to:

(a) the inclusion of references to me and the registered holder(s) of any Beneficial Shares, and details of this undertaking and my holdings of, interests in, rights to subscribe for and short positions in relevant securities of the Target being included in the Announcement, any offer document or scheme document published in connection with the Acquisition, any other announcement made, or document issued, by or on behalf of Bidco in connection with the Acquisition and any other related or ancillary document as required by the Code;

(b) this undertaking being disclosed to the Panel; and

(c) this undertaking being available for inspection as required by Rule 26.2 of the Code and any other applicable laws or regulations, including, without limitation, being made available on Bidco's and Target's respective websites.

5.2 I shall give you all information and any assistance in relation to this undertaking as you may reasonably require for the preparation of the Scheme Document or Offer Document, and all related and ancillary documents in order to comply with the requirements of the Code, the Financial Conduct Authority or the London Stock Exchange Group plc and any other legal or regulatory requirement or body and shall immediately notify you in writing of any material change in the accuracy or import of any information previously supplied to you by me.

5.3 I acknowledge that I am obliged to make appropriate disclosure under Rule 2.10 of the Code promptly after becoming aware that I will not be able to comply with the terms of this undertaking or no longer intend to do so.

6. SECRECY

6.1 Save as may be required by law or any competent regulatory body or stock exchange, I shall keep secret:

(a) the possibility, terms and conditions of the Acquisition, the name of Bidco or its involvement in the Acquisition and the existence and terms of this undertaking, in each case until the Announcement is released; and

(b) details of our discussions relating to the Acquisition (whether before or after the release of the Announcement), save to the extent that such details have become publicly available other than as a result of a breach by me of my obligations under this paragraph 6,

provided that I may disclose the same to the board of the Target and its advisers, in which case I shall procure that they observe secrecy on the same terms. The obligations in this paragraph shall survive the termination or lapse of this undertaking.

6.2 I understand that to the extent any of the information referred to in paragraph 6.1 is inside information for the purposes of the Criminal Justice Act 1993 or the Market Abuse Regulation No 596/2014 (as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018), I shall comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information.

7. TIME OF THE ESSENCE

Any time, date or period mentioned in this undertaking may be extended by mutual agreement between me and Bidco, but as regards any time, date or period originally fixed or as extended, time shall be of the essence.

8. LAPSE OF UNDERTAKING

8.1 Save in respect of paragraphs 6 and 8.2, the provisions of this undertaking shall lapse if:

(a) the Announcement is not released by 6.30 p.m. on the date of this undertaking or such later time and date as may be agreed between Bidco and Target;

(b) Bidco announces, with the consent of the Panel and before the Scheme Document or Offer Document (as applicable) is published, that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Offer to implement the Acquisition is announced in accordance with Rule 2.7 of the Code within 10 Business Days of such announcement;

(c) the Scheme or Offer (as applicable) lapses or is withdrawn in accordance with its terms and no new, revised or replacement Scheme or Offer to implement the Acquisition has been announced in accordance with Rule 2.7 of the Code within 10 Business Days of such lapse or withdrawal;

(d) the Scheme or Offer (as applicable) has not become effective or become (or been declared unconditional in accordance with the requirements of the Code) by 5.00 p.m. on the Long Stop Date; and

(e) any competing offer for the entire issued and to be issued share capital of the Target becomes or is declared unconditional in accordance with the requirements of the Code (if implemented by way of a takeover offer) or, if proceeding by way of a scheme of arrangement, becomes effective in accordance with its terms.

8.2 If this undertaking lapses, I shall have no claim against Bidco and Bidco shall have no claim against me, save in respect of any prior breach thereof. This undertaking shall not (subject to the requirements of the Code, the Panel and any applicable law and regulation) oblige Bidco to release the Announcement.

9. CONFIRMATION

I confirm by signing this undertaking that Bidco's financial adviser, Goldman Sachs International, has clearly indicated to me that it is not acting for me and will not be responsible for providing the protections afforded to clients of Goldman Sachs International or advising me on any matters relating to the Acquisition.

10. POWER OF ATTORNEY

10.1 In order to secure the performance of my obligations under this undertaking, I appoint any director of Bidco from time to time as my attorney on my behalf and in my name or that of the attorney:

(a) if I fail to comply with any of my undertakings under paragraphs 2, 3 or 4, to do all things and to execute all deeds and other documents as may be necessary or desirable to ensure compliance with such undertakings in respect of the Target Shares, the Beneficial Shares and any Further Target Shares (as appropriate); and

(b) to do all acts and things as may be necessary for the performance of my obligations under this undertaking.

10.2 I agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until this undertaking lapses in accordance with paragraph 8. This power of attorney shall at any time take effect as if it had individually named the persons who are at that time the directors of Bidco. Any action authorised under this power of attorney may be taken by an attorney acting alone. I undertake to ratify everything which an attorney, acting in accordance with the terms of this power of attorney, may do or purport to do.

11. SPECIFIC PERFORMANCE

I agree that, if I fail to comply with any of my undertakings under paragraphs 2, 3 or 4 or breach any of my other obligations under this undertaking, damages would not be an adequate remedy, and accordingly Bidco shall be at liberty to seek the remedy of specific performance, injunction or any other form of equitable relief.

12. GENERAL

12.1 Nothing in this undertaking shall constitute an obligation for me, in my capacity as director of the Target, to take any action which is not permitted by Practice Statement No. 29 issued by the Panel with respect to Rule 21.2 of the Code. You recognise that, in my capacity as a director of the Target, I owe fiduciary duties to the Target and I have duties under the Code (together, the "**Legal Duties**") and accordingly nothing in this undertaking will require or oblige me to do or refrain from doing any act or thing which would have the effect of contravening those Legal Duties, and nothing in this undertaking shall restrict my ability as a director of the Target to change my recommendation to shareholders of the Target in accordance with my duties as a director of the Target. This undertaking is given by me solely in my capacity as a shareholder of the Company.

12.2 The covenants and undertakings contained in this undertaking and each part of them are entirely separate, severable and separately enforceable so that each covenant and undertaking and each part of them shall be deemed to be a separate covenant and undertaking.

12.3 I acknowledge and agree that if the Panel determines any provision of this undertaking that requires the Target to take or not to take action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.

12.4 The parties to this undertaking do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12.5 In the case where the Target Shares, Beneficial Shares or any Further Target Shares are registered in the name of a nominee, I shall procure that the nominee complies with the terms of this undertaking and I shall do all acts and things necessary to implement my obligations under this undertaking.

12.6 This undertaking may only be treated as having been executed and delivered as a deed if it has been dated.

13. INTERPRETATION

In this undertaking:

13.1 "**Offer**" means an offer made by or on behalf of Bidco to acquire all the issued and to be issued ordinary share capital of a Target substantially on the terms of the Announcement or on such other terms as may be agreed between Bidco and the Target or as may be required to comply with the requirements of the Panel, the Financial Conduct Authority or the London Stock Exchange (provided that such other terms and conditions do not result in a reduction of the value of the consideration receivable by the Target's shareholders under the Offer);

13.2 any reference to the Offer includes any new, increased, renewed or revised offer made by or on behalf of Bidco to acquire shares in the Target, provided that the terms of such offer are no less favourable to the Target's shareholders than the terms set out in the Announcement;

13.3 "**Scheme**" means the proposed scheme of arrangement of the Target under Part 26 of the Companies Act 2006 (including any new, increased, renewed or revised scheme of arrangement) for the acquisition by Bidco of all the issued share capital of the Target other than that already owned by Bidco (or any of its group undertakings, as construed in accordance with section 1161 of the Companies Act 2006); and

13.4 unless otherwise defined, terms bear the meanings given to them in the Announcement.

14. GOVERNING LAW

14.1 This undertaking, and any non-contractual obligations arising out of or in relation to it or its formation, shall be governed by and construed in accordance with English law and I submit to the exclusive jurisdiction of the English courts for all purposes in connection with this undertaking.

This undertaking has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED and **DELIVERED** as a **DEED** by **CHRIS JAGUSZ**

[redacted]

In the presence of:

[redacted]

[redacted]

Name of witness (print)

[redacted]

Occupation of witness (print)

[redacted]

Address of witness (print)

[redacted]

[redacted]

SCHEDULE 1

1. TARGET SHARES

Name and address of registered holder	No. of Target Shares
N/A	N/A

2. BENEFICIAL SHARES

Name and address of registered holder (or if unknown, the exact name(s) of the beneficial holder)	No. of Target Shares
Halifax Share Dealing Limited Trinity Road, Halifax, West Yorkshire, HX1 2RG	5,496

3. OTHER INTERESTS IN SHARES AND SECURITIES OF THE TARGET

Name and address of holder of interest (or if unknown, the exact name(s) of the beneficial holder)	Nature of interest	No. and class of shares in the capital of Target
N/A	N/A	N/A