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EXECUTION VERSION

DEED OF IRREVOCABLE UNDERTAKING
(Christopher Townsend)

To: Hansa Investment Company Limited ("**Hansa**")

27 July 2025

Dear Directors,

Combination of Hansa and Ocean Wilsons Holdings Limited ("Ocean Wilsons")

This undertaking (the "**Undertaking**") is given by me in my capacity as a holder of shares in Ocean Wilsons and not in my capacity as a director of Ocean Wilsons.

1. COMBINATION

In this Undertaking, the "**Combination**" means the proposed combination of Hansa and Ocean Wilsons to be effected through the acquisition by Hansa of all the issued and to be issued share capital of Ocean Wilsons not already owned by it and to be implemented by way of a court-sanctioned scheme of arrangement (the "**Scheme**") under section 99 of the Bermuda Companies Act 1981 (the "**Act**") between Ocean Wilsons and the holders of Scheme Shares, and substantially on the terms set out in the announcement set out in Annex 2 (subject to the inclusion of any alternative or additional terms and conditions as may be required to comply with the requirements of the Code Committee or the Code Expert (if any), any applicable law or regulation, or as agreed between Hansa and Ocean Wilsons) (the "**Combination Announcement**").

Capitalised terms not otherwise defined in this deed shall have the meanings given to them in the Combination Announcement.

2. CONDITION OF UNDERTAKING

The obligations in paragraphs 5 and 8 of this Undertaking are conditional on the Combination Announcement being released no later than 8.00 a.m. (London time) on the date that is one (1) Business Day from the date of this Undertaking (or such later time and/or date as Ocean Wilsons and Hansa may agree).

3. OWNERSHIP OF SHARES

I hereby represent, warrant and undertake to Hansa that:

(A) I am the beneficial owner of (and/or am otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of) the number of ordinary shares of 20 pence each in the capital of Ocean Wilsons (**"Ocean Wilsons Shares"**) (including, for the avoidance of doubt, by way of the holding of depositary interests each representing one Ocean Wilsons Share ("**Depositary Interests**")) specified in Annex 1 to this Undertaking (the **"Existing Ocean Wilsons Shares"**);

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(B) I am not interested in, or otherwise able to control the exercise of rights attributable to, any other securities of Ocean Wilsons and I do not have any rights to subscribe, purchase or otherwise acquire any securities of Ocean Wilsons; and

(C) I have full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and such right, to enter into this Undertaking, to perform the obligations in this Undertaking in accordance with its terms, to exercise (or, where applicable, procure the exercise of) all voting rights attaching to the Existing Ocean Wilsons Shares and otherwise to take (or, where applicable, to procure the taking of) all necessary actions to approve the Scheme in respect of, and to transfer, the Existing Ocean Wilsons Shares.

4. DEALINGS AND UNDERTAKINGS

4.1 I undertake to Hansa that (except in connection with the Scheme) before this Undertaking lapses in accordance with paragraph 11 below, I shall not (and shall procure that the registered holder shall not):

(A) sell, transfer, charge, encumber, create or grant any option or lien over or otherwise dispose of (or permit any such action to occur in respect of) any interest in any Ocean Wilsons Shares or any other shares in Ocean Wilsons issued or unconditionally allotted to, or otherwise acquired by, me or any shares in the capital of Ocean Wilsons (including, for the avoidance of doubt, any Depositary Interests) in respect of which I become the beneficial and/or registered holder ("**Further Ocean Wilsons Shares**");

(B) vote in favour of any resolution to approve an acquisition or any other transaction which is proposed by any person other than Hansa or which would otherwise frustrate, impede or delay the implementation of the Scheme;

(C) accept, or give any undertaking (whether conditional or unconditional) to accept or vote in favour of (as applicable) any offer, or approve any offer made or proposed to be implemented by way of a contractual offer, scheme of arrangement or otherwise in respect of securities in Ocean Wilsons by any person other than Hansa;

(D) until the earlier of (i) this Undertaking lapsing in accordance with paragraph 10, or (ii) the Scheme being approved by the Court, acquire or otherwise deal or undertake any dealing in any relevant securities of Ocean Wilsons (or any interest therein), and, if any such shares, securities or interest are acquired by me, such shares, securities or interest (as the case may be) shall be deemed to be included in the expression "**Further Ocean Wilsons Shares**" for the purposes of this Undertaking and I shall notify Hansa as soon as reasonably practicable of any such acquisition and of any other dealing or disposal; or

(E) enter into any agreement or arrangement, incur any obligation or give any indication of intent (or permit such circumstances to occur):

(i) in relation to, or operating by reference to, Ocean Wilsons Shares or any Further Ocean Wilsons Shares;

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(ii) to do all or any of the acts referred to in paragraphs 4.1(A) to 4.1(D) above; or

(iii) which would or might reasonably be expected to restrict or impede the Scheme becoming Effective or to impair my ability to comply with this Undertaking,

and, for the avoidance of doubt, references in this paragraph 4.1(E) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any condition, or which is to take effect upon or following the Scheme or the Combination lapsing or being withdrawn, or upon or following this Undertaking ceasing to be binding, or upon or following any other event.

4.2 Paragraph 4.1 (if and only to the extent applicable) shall not restrict me from selling or disposing of such number of Ocean Wilsons Shares or Further Ocean Wilsons Shares (or interest in such shares) as part of my *bona fide* tax planning, and provided always that prior to any such disposal: (i) the intended transferee or beneficiary enters into an undertaking in favour of Hansa in terms no less favourable to Hansa than those set out herein and which does not contain this paragraph 4.2 or any clause similar to it; (ii) I notify Hansa no less than three (3) Business Days before such disposal of those terms in their entirety and (except in relation to any transfer to my spouse, children or a related family trust) obtain Hansa's consent for the transfer, such consent not to be unreasonably withheld or delayed; and (iii) such undertaking includes a term obliging the intended transferee or beneficiary to send to Hansa an executed and dated version of the undertaking (in any form) on the day that it is executed and dated.

5. UNDERTAKING TO VOTE IN FAVOUR OF THE SCHEME

5.1 I hereby irrevocably undertake to Hansa on the terms of this paragraph 5.1 in respect of the Existing Ocean Wilsons Shares, the Further Ocean Wilsons Shares and any other shares or interests in shares attributable to or deriving from such shares (together, the "**Shares**") as follows:

(A) to exercise (or, where applicable, procure the exercise of) all voting rights attaching to my Shares to vote in favour of the Scheme or any other matters relating to the Combination proposed at the Court Meeting to be convened and held in connection with the Scheme, or at any adjournment of any such meeting;

(B) in relation to any Shares comprising Ocean Wilsons Shares held by me in certificated form, to (i) execute (or, where applicable, procure the execution of) all relevant forms of proxy in respect of all of my Shares validly appointing the Chair of such meeting (or any person nominated by Hansa) to vote at the Court Meeting (or any adjournment thereof) in respect of the resolution to approve the Scheme and any related matters; and (ii) lodge (or, where applicable, procure the lodgement of) such executed forms of proxy by 1.00 p.m. on the tenth (10th) Business Day after Ocean Wilsons publishes the Scheme Document to Ocean Wilsons shareholders (or, in respect of Further Ocean Wilsons Shares, by 1.00 p.m. on the date which is the fifth (5th) Business Day after acquiring an interest in such shares, if later);

(C) in relation to any Shares comprising Ocean Wilsons Shares held by me as Depositary Interests to execute (or procure the execution of) all relevant forms of direction in

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respect of all of my Shares or submit (or procure the submission of) all relevant CREST instructions instructing MUFG Corporate Market Trustees (UK) Limited to vote such Shares in respect of the resolution to approve the Scheme by 1.00 p.m. on the tenth (10th) Business Day after Ocean Wilsons publishes the Scheme Document to Ocean Wilsons shareholders (or, in respect of Further Ocean Wilsons Shares, by 1.00 p.m. on the date which is the fifth (5th) Business Day after acquiring an interest in such shares, if later); and

(D) not to revoke or amend any proxy or instruction submitted in accordance with paragraph 5.1(B) or 5.1(C) (as applicable), either in writing or by attendance at any Court Meeting (or any adjournment thereof) or otherwise.

5.2 In the event that the Scheme is modified or amended pursuant to the requirements of, or with the approval of, the Court and in accordance with the terms of the Scheme, I confirm and agree that (except where such modification or amendment would materially adversely affect my rights or interests as an Ocean Wilsons shareholder) this Undertaking shall continue to be binding *mutatis mutandis* in respect of the Shares.

6. UNDERTAKING NOT TO CLAIM CAPITAL CONTRIBUTION RESERVES FOR SWISS TAX PURPOSES

6.1 I acknowledge that Hansa does not intend to treat any Relevant Consideration as capital contribution reserves for Swiss tax purposes unless it corresponds to the loss (if any) in nominal value and qualifying Swiss capital contribution reserves suffered by the Ocean Wilsons Shareholders upon exchange of their Ocean Wilsons Shares for New Hansa Shares. Hansa undertakes (i) not to take any contrary position in its possible dealings with Swiss tax authorities, (ii) to include in the Hansa Prospectus relevant disclosures regarding such intentions and (iii) to procure that Ocean Wilsons includes in the Scheme Document relevant disclosures regarding such intentions. "**Relevant Consideration**" means any consideration received in respect of the issue of the New Hansa Shares as part of the Scheme which is accounted for as a contribution surplus.

6.2 I hereby irrevocably undertake to Hansa to declare future distributions of contributed surplus as taxable dividends unless they correspond to the loss (if any) in nominal value and/or qualifying Swiss capital contribution reserves suffered on my Shares upon their exchange for New Hansa Shares.

7. POWER OF ATTORNEY

By way of security for my obligations under this Undertaking, I irrevocably appoint each director of Hansa jointly and severally to be my attorney in my name and on my behalf to sign or execute forms of proxy, forms of direction and/or such other deeds or documents and to do such other acts and things as may be necessary for the purpose of giving effect to my obligations under this Undertaking in respect of the Shares, which appointment shall only take effect if I fail to comply with any of my obligations under paragraphs 4, 5 or 8 of this Undertaking and then only to the extent necessary to give effect to such obligations. This power of attorney is irrevocable until this Undertaking lapses in accordance with paragraph 11.1.

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8. VOTING RIGHTS AND PREJUDICIAL ACTION

8.1 I hereby irrevocably undertake that:

(A) I shall not exercise (or, where applicable, procure the exercise of) any of the voting rights attached to the Shares at the Court Meeting other than in accordance with this Undertaking;

(B) I shall otherwise exercise (or, where applicable, procure the exercise of) the voting rights attached to the Shares on any resolution which would assist implementation of the Scheme and/or Combination if it were passed or rejected at a general, class or other meeting of Ocean Wilsons shareholders only in accordance with Hansa's directions;

(C) I shall not requisition, or join in the requisitioning of, any general or class meeting of Ocean Wilsons for the purposes of voting on any resolution which would reasonably be expected to restrict, frustrate, impede or delay the Scheme and/or Combination; and

(D) I shall not exercise (nor procure the exercise of) the voting rights attached to the Shares for any resolution which might reasonably be expected to frustrate, impede or delay implementation of the Combination and/or the Scheme becoming Effective.

8.2 For the purposes of this paragraph 8, I shall execute any form of proxy and/or form of direction required by Hansa appointing any person nominated by Hansa to attend and vote at the relevant meeting (or any adjournment thereof).

9. CONSENTS

I agree to:

(A) promptly inform you of all information in relation to the Shares you may require in order to comply with the requirements of the Court or of any other applicable law or regulation and notify you as soon as possible in writing of any material change in the accuracy or import of any such information and consent to the public disclosure of such information;

(B) the inclusion of references in the Combination Announcement to me and the registered holder of any of the Shares in which I have (or, as the case may be, will have) a beneficial interest and to particulars of this Undertaking;

(C) particulars of this Undertaking being set out in any other announcement or document issued in connection with the Combination and in the Scheme Document; and

(D) this Undertaking being available for inspection until completion of the Combination to the extent required by applicable laws and regulations.

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10. ANNOUNCING AND PROCEEDING WITH THE COMBINATION

I acknowledge that the release of the Combination Announcement is at Ocean Wilsons' and Hansa's absolute discretion. For the avoidance of doubt, nothing in this Undertaking shall oblige Ocean Wilsons or Hansa to announce or proceed with the Scheme or the Combination.

11. LAPSE OF UNDERTAKING

11.1 Without prejudice to paragraphs 6 and 11.2, all of my obligations pursuant to this Undertaking will lapse and cease to have effect on the earlier of the following occurrences:

(A) the Combination Announcement not having been released by 8.00 a.m. (London time) on the date that is one (1) Business Day from the date of this Undertaking (or such later time and/or date as Ocean Wilsons and Hansa may agree);

(B) the Scheme Document is not sent to shareholders of Ocean Wilsons within 28 days (or such longer period as Ocean Wilsons and Hansa may agree) after the date of the Combination Announcement;

(C) Hansa announces that it does not intend to make or proceed with the Combination and no new, revised or replacement offer or scheme is announced by Hansa at the same time;

(D) the Scheme lapses or is withdrawn in accordance with its terms and Hansa publicly confirms that it does not intend to proceed with the Combination or to implement the Combination by way of a new, revised or replacement Scheme or a takeover offer (as such term is defined in section 974 of the UK Companies Act 2006 (the "**UK Act**"), as if references therein to a "company" included Ocean Wilsons) (a "**Takeover Offer**") or otherwise;

(E) the Scheme has not become effective by 6.00 p.m. (London time) on the Long-stop Date (or such later time or date as agreed between Hansa and Ocean Wilsons, with the approval of the Court if and to the extent required); or

(F) the date on which any competing offer for the entire issued and to be issued share capital of Ocean Wilsons is declared wholly unconditional or, if proceeding by way of a scheme of arrangement, becomes effective.

11.2 The obligations and undertakings contained in paragraph 6 of this Undertaking shall survive the termination of this Undertaking and/or the lapsing of my obligations pursuant to paragraph 11.1 of this Undertaking.

11.3 If my obligations in this Undertaking lapse, I shall have no claim against Hansa or Ocean Wilsons and neither Hansa nor Ocean Wilsons shall have any claim against me, other than in respect of any prior breach of any of the terms of this Undertaking.

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12. OTHER

12.1 Any time, date or period referred to in this Undertaking may be extended by mutual agreement but as regards any time, date and period originally fixed or as extended, time shall be of the essence.

12.2 Hansa and I agree that damages would not be an adequate remedy for breach of this Undertaking and, accordingly, each of Hansa and I shall be entitled to the remedies of specific performance, injunction or other equitable remedies.

12.3 To the extent any Shares in which I have a beneficial interest are legally held on a discretionary basis by a nominee pursuant to an arrangement under which the nominee has discretion as to the exercise of voting rights or acceptance of an offer (as applicable), any obligation "to procure" an action in this Undertaking shall be construed as an obligation to take such reasonable actions as are within my control to request that such nominee take such action on my behalf.

12.4 The *ejusdem generis* principle of construction shall not apply to this Undertaking. Any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words following or preceding those terms.

12.5 No term of this Undertaking is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Undertaking.

12.6 This Undertaking contains the whole agreement between Hansa and me relating to the subject matter of this Undertaking at the date hereof to the exclusion of any term implied by law which may be excluded by contract.

12.7 In this Undertaking, references to:

(A) "**dealing**" shall be interpreted in accordance with the Code as from time to time amended and interpreted by the Panel;

(B) "**Code**" means the City Code on Takeovers and Mergers as amended from time to time;

(C) being "**interested in**" or having "**interests in**" shares or securities shall be construed in accordance with the Code as from time to time amended and interpreted by the Panel and Part 22 of the UK Act;

(D) "**Combination**" or "**Scheme**" shall include any new, increased, renewed or revised proposal made by or on behalf of Hansa; and

(E) "**relevant securities**" shall be construed in accordance with the Code as from time to time amended and interpreted by the Panel.

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13. GOVERNING LAW AND JURISDICTION

This Undertaking and all contractual or non-contractual obligations arising from or in connection with this Undertaking are governed by and construed in accordance with English law. I submit to the exclusive jurisdiction of the English courts to settle any dispute arising from or connected with this Undertaking (a "**Dispute**") (including a dispute regarding the existence, validity or termination of this Undertaking or relating to any non-contractual or other obligation arising out of or in connection with this Undertaking or its formation). I agree that the English courts are the most appropriate and convenient courts to settle any Dispute and, accordingly, I agree not to raise, and I hereby irrevocably waive, any objection to any proceedings being brought in the English courts.

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The parties intend this Undertaking to be a deed and they hereby execute and deliver it as a deed.

EXECUTED as a **DEED** by	)	....[redacted].
	)	(*Signature of individual*)
CHRISTOPHER TOWNSEND	)	
	)	
in the presence of:	)	

Witness's signature:

Name (print):

Occupation:

Address:

[redacted]

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EXECUTED and **DELIVERED** as a **DEED** by **HANSA INVESTMENT COMPANY LIMITED** acting by Jonathan Davie who, in accordance with the laws of the territory in which **HANSA INVESTMENT COMPANY LIMITED** is incorporated, is acting under the authority of **HANSA INVESTMENT COMPANY LIMITED**

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[redacted].....

(Authorised signatory)

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Annex 1
(Existing Ocean Wilsons Shares)

1. Number of Ocean Wilsons Shares	2. Registered holder(s)	3. Beneficial owner(s)
4,040,000	Aurora Nominees Limited	Christopher Townsend

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Annex 2
Combination Announcement

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