

**SHAREHOLDERS' AGREEMENT
OF
HIVE BIDCO, INC.**

DATED [•], 2024

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SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (this "Agreement") is made as of the [●] day of [●], 2024 by and among (i) Hive Bidco, Inc., a Delaware corporation (the "Company"), (ii) Mars Snacking Holdings, Inc., a Delaware corporation ("Mars Snacking"), (iii) the Rollover Shareholders and (iv) the other Shareholders party hereto.

WHEREAS, on November 13, 2023, the Company was incorporated pursuant to the Certificate of Incorporation filed with the Secretary of State of the State of Delaware on such date (the "Original Charter"), with Mars Snacking as the sole stockholder of the Company;

WHEREAS, pursuant to the English scheme of arrangement of Hotel Chocolat Group plc dated as of [●], 2023 (as amended, supplemented or modified from time to time, the "Scheme"),

the Company, a wholly owned indirect subsidiary of Mars, Incorporated (“Mars”), has acquired the entire issued and to be issued ordinary share capital of Hotel Chocolat Group plc (“Hotel Chocolat”, and such acquisition, the “Acquisition”);

WHEREAS, on [●], 2024, the Original Charter was amended and restated pursuant to a filing with the Secretary of State of the State of Delaware on such date (as amended, modified or amended and restated from time to time, the “A&R Charter”);

WHEREAS, Mars Snacking has contributed cash to the Company in exchange for shares of Class A Common Stock of the Company (“Class A Shares”) to fund the Acquisition;

WHEREAS, subject to and in accordance with the terms of the Scheme, shareholders of Hotel Chocolat were entitled to elect to receive, for each share of Hotel Chocolat held by them, (i) 375 pence in cash or (ii) one share of Class B Common Stock of the Company (“Rollover Shares”, and such election to receive Rollover Shares, the “Rollover Election”) in connection with the Acquisition;

WHEREAS, the shareholders of Hotel Chocolat who have made the Rollover Election are set forth in Schedule B (such Persons as of the date hereof, the “Original Rollover Shareholders”), and, as of the date of this Agreement, hold the number of Rollover Shares set opposite their name in such schedule;

WHEREAS, the Acquisition was consummated on [●], 2024 (the “Effective Date”); and

WHEREAS, it is the intention of the parties hereto to enter into this Agreement to govern certain of their rights, duties and obligations with respect to the Company after consummation of the Acquisition.

NOW, THEREFORE, the Company, Mars Snacking and the Rollover Shareholders agree as follows:

1. Definitions and Interpretation

1.1 Definitions

“A&R By-laws” means the Company’s Amended and Restated By-laws, dated as of [●], 2024, as further amended, modified or amended and restated from time to time.

“Affiliate” means, with respect to any specified Person, any other Person who directly or indirectly, controls, is controlled by or is under common control with such Person, including any general partner, managing member, officer, director, nominee or trustee of such Person.

“Associate” means, with respect to any specified Person, (a) any other Person who is, directly or indirectly, controlled by such Person, (b) any member of the Immediate Family of such Person, or (c) a trust for the benefit of one or more of such Person and any member of the Immediate Family of such Person. For the avoidance of doubt, for purposes of this Agreement, no Person shall be an Associate of more than one Original Rollover Shareholder.

“Business Day” means a means a day other than a Saturday, Sunday or other day on which commercial banks located in New York, New York or London, United Kingdom are authorized or required by Law to close.

“Call Option” means the right, but not the obligation, of the Class A Shareholders to purchase the number of Rollover Shares pursuant to Section 5 held by the Rollover Shareholders, pursuant to which the Rollover Shareholders shall have the obligation to Transfer such Rollover Shares to the Class A Shareholders.

“Cash” means the aggregate cash balance, including all cash, commercial paper, certificates of deposit and other bank deposits, treasury bills, short term investments and all other cash equivalents in its accounts; provided, however, that Cash shall not include credit card receivables or debit card receivables.

“Class A Shareholders” means the holders of Class A Shares.

“Common Stock” means shares of common stock of the Company, \$0.01 par value per share, which shall include both Class A Shares and Rollover Shares.

“Company Organizational Documents” means the A&R Charter, A&R By-laws and this Agreement.

“Counterpart” means a deed of adherence substantially in the form set forth in Schedule C, unless counsel to the Company determines, in the context of any Shareholder, that a signature page counterpart to this Agreement is sufficient, in which event a signature page counterpart from such Shareholder.

“EBITDA” means the net income of the Group before interest expense, provision for income taxes, depreciation, amortization and impairments of intangible assets, for the relevant period as set forth in the Group’s consolidated income statement for such relevant period, as adjusted in accordance with Schedule D.

“EBITDA Value” means:

- (a) with respect to the First Option Period, an amount equal to £50 million during the twelve (12) month-period ended December 31, 2025;
- (b) with respect to the Second Option Period, an amount equal to £60 million during the twelve (12) month-period ended December 31, 2026;
- (c) with respect to the Third Option Period, an amount equal to £70 million during the twelve (12) month-period ended December 31, 2027; and
- (d) with respect to the Fourth Option Period, an amount equal to £80 million during the twelve (12) month-period ended December 31, 2028.

“Emergency Funding Situation” means a situation in which:

(a) in the reasonable opinion of the Board, the Company or any of its Subsidiaries is or is reasonably likely to imminently be in default, or an event of default is reasonably likely to occur, in each case, under any of its financing arrangements; or

(b) any of the following occurs or, in the reasonable opinion of the Board, becomes reasonably likely to occur in respect of any Group Company:

(i) it is, or is deemed for the purposes of any Law to be, unable to pay its debts as they come due or insolvent;

(ii) it admits its inability to pay its debts as they come due;

(iii) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities); or

(iv) it suspends making payments on any of its indebtedness or announces an intention to do so; or

(v) collections with respect to any indebtedness of it is stayed;
or

(c) any corporate action, legal proceeding or other procedure or step is taken or proposed to be taken in relation to or with a view to the suspension of payments, a stay of any indebtedness, winding up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company or any of its Subsidiaries or any analogous procedure or step occurs or becomes reasonably likely to occur.

“Equity Securities” means (a) Common Stock or other equity interests in the Company or a successor entity (including other classes or groups thereof having such relative rights, powers, preferences and duties as may from time to time be established by the Board, including rights, powers, preferences and/or duties senior to existing classes and groups of Common Stock and other equity interests in the Company), (b) obligations, evidences of indebtedness, or other securities or interests convertible into or exchangeable or exercisable for Common Stock or other equity interests in the Company or a successor entity, and (c) warrants, options, or other rights to purchase or otherwise acquire (i) Common Stock or other equity interests in the Company or a successor entity or (ii) obligations, evidences of indebtedness or other securities or interests identified in the immediately preceding clause (b).

“Exit” means (a) any transaction or series of transactions pursuant to which any Person or group of related Persons, directly or indirectly acquires, (i) Equity Securities of the Company possessing a majority of the voting power of all outstanding Equity Securities in the Company (whether by merger, consolidation, reorganization, combination, reclassification, sale or Transfer of the Company’s Equity Securities) or (ii) all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, (b) an IPO or (c) a Liquidation Event (as defined in the A&R Charter) in respect of any member of the Group; provided, that, for the avoidance of doubt, nothing in this definition shall prohibit any action in accordance with Section 8.1.

“Fair Market Value” means the fair market value, which shall be determined by the Board in its good faith judgment acting reasonably and using all factors, information and data that would reasonably be deemed to be pertinent, which determination shall be final, conclusive and binding.

“Final Option Price” means the final Option Price for an applicable Option Period, where such price shall not be subject to any further rights of challenge by the parties hereto or the Rollover Shareholders’ Representative.

“Financial Indebtedness” means all loans and other financing liabilities or obligations of the Group evidencing debt for borrowed money and transactions having the same economic effect, including: (a) indebtedness owing to any bank, financial institution or other entity (including indebtedness owing to Mars Snacking and its Affiliates (but excluding indebtedness owed by one Group Company to another Group Company), net of any indebtedness owed to a Group Company from Mars Snacking and its Affiliates (but excluding indebtedness owed by one Group Company to another Group Company)); (b) indebtedness arising under any bond, note, loan stock, debenture, commercial paper or similar instrument; (c) indebtedness under any installment sale agreement or finance lease (whether for land, machinery, equipment or otherwise) which is required to be accounted for as a liability under GAAP; (d) any obligations in respect of dividends or other profits distributions declared but not yet paid; (e) any preferred shares required to be accounted for as a liability under GAAP; (f) all liabilities (whether conditional or unconditional, present or future) arising from any transactions related to the assignment or securitization of receivables for financing purposes to any third party, including all factoring agreements and similar agreements executed for the purpose of obtaining financing; and together with all unpaid accrued interest on any indebtedness or other financing liabilities or obligations referred to in clauses (a) through (f) above, together with any prepayment premiums or other penalties, fees, expenses or breakage costs arising (or which could reasonably be expected to arise) in connection with the repayment of any such indebtedness or other financing liabilities or obligations. For the avoidance of doubt "Financial Indebtedness" shall not include any operating lease liabilities as accounted for under GAAP.

“GAAP” means generally accepted accounting principles in the United States as generally applied by Mars Snacking.

“Group” means the Company and its Subsidiaries from time to time, and “Group Company” means any of them.

“Governmental Authorization” means any approval, consent, license, permit, waiver or other authorization issued, granted, given or otherwise made available by or under, or any filing or other notice made to, any Governmental Entity or pursuant to any Law.

“Governmental Entity” means:

(a) the United States of America or any other nation, any state or other political or administrative subdivision thereof, or any entity exercising administrative, executive, , judicial, legislative, regulatory, licensing, competition, Tax or other governmental or quasi-governmental authority or any agency or department or ministry or instrumentality or court or

central bank or subdivision of any governmental authority, including the United States federal government or any provincial, state or local government or other authority thereof;

(b) any public international organization or supranational body (including the European Union) and its institutions, departments, agencies and instrumentalities; and

(c) any quasi-governmental or private body or agency lawfully exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory, licensing, competition, Tax or other governmental or quasi-governmental authority.

“Immediate Family” has the meaning given to the term “immediate family” under the Exchange Act of 1934, as amended.

“Intervening Event” means any event or circumstance that was not known or reasonably foreseeable as of the date of this Agreement.

“IPO” means the Company’s first underwritten public offering of its Common Stock under the Securities Act or similar Law.

“Law” means any federal, state, local, municipal, foreign, multi-national or other law, statute, constitution, ordinance, code, decree, order (including any executive order), directive, judgment, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity.

“Low-End EBITDA Value” means:

(a) with respect to the First Option Period, an amount equal to £30 million during the twelve (12) month-period ended December 31, 2025;

(b) with respect to the Second Option Period, an amount equal to £40 million during the twelve (12) month-period ended December 31, 2026;

(c) with respect to the Third Option Period, an amount equal to £50 million during the twelve (12) month-period ended December 31, 2027; and

(d) with respect to the Fourth Option Period, an amount equal to £60 million during the twelve (12) month-period ended December 31, 2028.

“Mars Permitted Transfer” means, with respect to any Shareholder that is Mars Snacking or an Affiliate of Mars Snacking, a Transfer by such Shareholder, (a) to an Affiliate of such Shareholder, (b) to any current or prospective director, officer, employee or consultant of the Group, (c) in connection with a reorganization of the Company or an IPO or (d) pursuant to a Drag-Along Sale.

“Mars Permitted Transferee” means the transferee of a Mars Permitted Transfer.

“Net Debt Adjustments” means the aggregate amount of the Group’s Financial Indebtedness *minus* the Group’s Cash, in each case, as of the final date of the relevant Reference Period, each calculated in accordance with the principles set forth on Schedule E.

“Original Rollover Shares” means the Rollover Shares that were issued on or around the Effective Date.

“Person” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

“Proposed ROFR Transfer Notice” means written notice from a Rollover Shareholder setting forth the terms and conditions of a Proposed ROFR Transfer.

“Proposed ROFR Transfer” means a proposed Transfer of Rollover Shares after the Lock-Up Period that is not a Rollover Permitted Transfer.

“Put Option” means the right, but not the obligation, of each Rollover Shareholder to Transfer the number of Rollover Shares pursuant to Section 5 to the Class A Shareholders, pursuant to which the Class A Shareholders shall have the obligation to purchase such Rollover Shares from such Rollover Shareholder.

“Put/Call EBITDA Multiple Valuation” means:

(a) if the Group’s EBITDA for the relevant Reference Period is at or above the applicable EBITDA Value, an amount equal to 20.0x of the Group’s EBITDA for such period;

(b) if the Group’s EBITDA for the relevant Reference Period is at or above the applicable Low-End EBITDA Value but below the applicable EBITDA Value, an amount equal to 17.0x (increasing on a linear basis (but not exceeding 20.0x) based on the Group’s EBITDA for such period within the applicable stated ranges of Low-End EBITDA Value and EBITDA Value) of the Group’s EBITDA for such period; and

(c) if the Group’s EBITDA for the relevant Reference Period is below the applicable Low-End EBITDA Value, an amount equal to 14.0x of the Group’s EBITDA for such period.

An illustrative calculation of the Put/Call EBITDA Multiple Valuation is set forth in Schedule F.

“Put/Call Revenue Valuation” means:

(a) if the Group’s EBITDA for the relevant Reference Period is at or above the applicable EBITDA Value, an amount equal to 3.0x of the Group’s Revenue for such period;

(b) if the Group’s EBITDA for the relevant Reference Period is at or above the applicable Low-End EBITDA Value but below the applicable EBITDA Value, an

amount equal to 2.5x (increasing on a linear basis (but not exceeding 3.0x) based on the Group's EBITDA for such period within the applicable stated ranges of Low-End EBITDA Value and EBITDA) of the Group's Revenue for such period; and

(c) if the Group's EBITDA for the relevant Option Period is below the applicable Low-End EBITDA Value, an amount equal to 2.0x of the Company's Revenue for such period.

An illustrative calculation of the Put/Call Revenue Valuation is set forth in Schedule F.

"Qualifying Appointor" shall mean, at any given time, any Original Rollover Shareholder which, together with its Associates, holds 50% or more of the Rollover Shares issued and outstanding at such time; provided, that any Rollover Shares issued after the date hereof shall be excluded from both the denominator and the numerator for purposes of calculating the relevant shareholding percentage.

"Reference Period" means, with respect to the First Option Period, the twelve (12) month-period ending December 31, 2025; with respect to the Second Option Period, the twelve (12) month-period ending December 31, 2026; with respect to the Third Option Period, the twelve (12) month-period ending December 31, 2027 and with respect to the Fourth Option Period, the twelve (12) month-period ending December 31, 2028.

"Revenue" means the Group's net sales, as set forth in the Group's consolidated income statement, for the relevant period as adjusted in accordance with Schedule D.

"Right of First Refusal" means the right, but not the obligation, of Mars Snacking, or its permitted transferees or assigns, to purchase some or all of the Proposed ROFR Transfer Shares in connection with a Proposed ROFR Transfer, on the terms and conditions specified in the Proposed ROFR Transfer Notice.

"Rollover Permitted Transfer" means a Transfer by any Original Rollover Shareholder or Rollover Permitted Transferee of Rollover Shares to an Associate of such Original Rollover Shareholder; provided, that a Rollover Permitted Transfer shall not include a Transfer where the Transferring Original Rollover Shareholder no longer holds any Rollover Shares after such Transfer.

"Rollover Permitted Transferee" means the transferee of a Rollover Permitted Transfer.

"Rollover Shareholder Supermajority Consent" means, at any given time, the approval by the holders of at least 75% of the Rollover Shares issued and outstanding at such time, where such approval may be obtained by written consent. A photographic, electronically transmitted copy in pdf or similar reproduction of such consent shall be regarded as executed by the Shareholder.

"Rollover Shareholders" means such Persons who hold Rollover Shares as set forth in Schedule B, as may be updated from time to time.

"Rollover Shareholders' Representative" means the Person that the Rollover Shareholders appoint from time to time by Rollover Shareholder Supermajority Consent as their agent for

purposes of certain actions to be taken under the Agreement, and in the event that no such Person is appointed by the Rollover Shareholders, the Original Rollover Shareholder holding the largest number of Rollover Shares at the relevant time shall be the Rollover Shareholders' Representative.

“Shareholder” means holders of Common Stock.

“Shares” means shares of Common Stock.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership (general or limited), association, or business entity of which (a) if a corporation, a majority of the total voting power of shares of outstanding stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors generally is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership (general or limited), association, or other business entity (other than a corporation), a majority of the outstanding limited liability company, partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof.

“Tax” means (a) taxes on gross or net income, profits and gains, and (b) all other taxes, levies, duties, imposts, charges and withholdings of any nature, including any excise, property, wealth, capital, value added, sales, transfer, franchise and payroll taxes (including national insurance or social security contributions, or apprenticeship levy), the clawback or other recovery of any credit or other amount previously paid by a tax authority, and any payment which the relevant person may be or become bound to make to any person as a result of the discharge by that person of any tax which the relevant person has failed to discharge, together with all penalties, charges, fees and interest relating to any of the foregoing or to any late or incorrect return in respect of any of them, and regardless of whether such taxes, levies, duties, imposts, charges, withholdings, penalties, fees and interest are chargeable directly or primarily against or attributable directly or primarily to the relevant person or any other person and of whether any amount in respect of them is recoverable from any other person.

“Transfer” means any direct or indirect sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a security interest or other direct or indirect disposition or encumbrance of an interest (whether with or without consideration, and including, without limitation, by merger, consolidation, change of control, operation of law or otherwise, whether an entire interest or portion thereof). The terms “Transferor,” “Transferee,” “Transferred,” “Transferring” and other forms of the word “Transfer” shall have correlative meanings.

Each of the following terms is defined in the Section set forth opposite such term:

| <u>Term</u> | <u>Section</u> |
|-----------------------|----------------|
| A&R Charter | Recitals |
| Accounting Firm | 5.3(d) |

| | |
|---|----------|
| Accounting Firm's Option Price | 5.3(d) |
| Acquisition | Recitals |
| Agreement | Preamble |
| Board | 6.1 |
| Breaching Call Shareholder | 5.7 |
| Breaching Drag-Along Shareholder | 3.4(c) |
| Breaching Tag-Along Shareholder | 3.5(c) |
| Call Notice | 5.1 |
| Class A Shares | Recitals |
| Company | Preamble |
| DGCL | 12.7(b) |
| Director | 6.1 |
| Drag-Along Notice | 3.4(b) |
| Drag-Along Purchaser | 3.4(a) |
| Drag-Along Sale | 3.4(a) |
| Dragged Shareholder | 3.4(a) |
| Election | 9.2(a) |
| Excluded Issuance | 4.1(a) |
| Excluded Shareholder | 4.1(a) |
| First Option Period | , |
| Fourth Option Period | |
| Hotel Chocolat | Recitals |
| Indemnity Obligation | 9.6(f) |
| Liability | 9.5(a) |
| Lock-Up Period | 3.2 |
| Mars | Recitals |
| Mars Snacking | Preamble |
| Mars Snacking ROFR Notice | 3.3(b) |
| Non-Excluded Shareholder | 4.1(a) |
| Notice of Option Price Statement Disagreement | 5.3(c) |
| Option Deferral | 5.2(c) |
| Option Price | 5.3(b) |
| Option Price Review Period | 5.3(c) |
| Option Price Statement | 5.3(b) |
| Original Charter | Recitals |
| Original Rollover Shareholders | Recitals |
| Participation Notice | 4.1(a) |
| Pre-Emptive Right | 4.1(a) |
| Proportional Share | 4.1(a) |
| Proposed ROFR Transfer Shares | 3.3(a) |
| Proposed ROFR Transferee | 3.3(a) |
| Put Notice | 5.1 |
| Put/Call Transfer | 5.4(a) |
| Remuneration | 9.5(b) |
| Reorganization | 8.1(c) |
| Rollover Director | 6.1(a) |

| | |
|---|----------|
| Rollover Director Supermajority Approval | 7.1 |
| Rollover Director Supermajority Matter | 7.1 |
| Rollover Election | Recitals |
| Rollover Shareholder Supermajority Matter | 7.2(a) |
| Rollover Shares | Recitals |
| Scheme | Recitals |
| Second Option Period | |
| Selling Shareholder | 5.4(a) |
| Tag-Along Notice | 3.5(b) |
| Tag-Along Purchaser | 3.5(a) |
| Tag-Along Right | 3.5(a) |
| Tag-Along Sale | 3.5(a) |
| Tag-Along Shares | 3.5(a) |
| Tagging Group | 3.5(a) |
| Tagging Shareholder | 3.5(a) |
| Third Option Period | |

1.2 Interpretation and Construction

(a) The words “include” and “including” as used herein shall be deemed to be followed by the phrase “without limitation.” The word “or” shall not be exclusive. The contents of each of the Schedules attached hereto form an integral part of this Agreement and any reference to “this Agreement” will be deemed to include each such Schedule. References to an Article, Section or Schedule shall be deemed to be references to an Article or Section of, or a Schedule to, this Agreement unless otherwise indicated. The words “hereby,” “hereof,” “herein,” “hereto,” “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise indicated or with respect to “Business Day,” the word “day” shall be interpreted as a calendar day. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the next Business Day thereafter. The definitions contained herein are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

(b) References to “Mars Snacking” in this Agreement shall, where appropriate, be deemed to include, in addition to Mars Snacking, any Mars Permitted Transferees as designated by Mars Snacking in its sole discretion.

(c) In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

(d) Where any Shares are held by a nominee for any person, that person (rather than the nominee itself) shall (unless the context requires otherwise) be treated for the purposes of this Agreement as the holder of those Shares and references to Shares being “held by”

a person, to a person “holding” Shares or to a person who “holds” any such Shares, or equivalent formulations, shall be construed accordingly.

2. Cancellation of Common Shares

The Company and Mars Snacking hereby agree that, as of the execution and delivery of this Agreement and consistent with the resolutions of the Board as of the date hereof, all shares of common stock of the Company that were issued to Mars Snacking under that certain Subscription Agreement, by and between the Company and Mars Snacking, dated as of November 13, 2023, have been fully cancelled, and that following such cancellation, no shares of Common Stock other than Class A Shares and Rollover Shares remain issued and outstanding.

3. Transfer of Shares

3.1 General

(a) Completion of Transfer. No Transfer of a Share to a Person that is not already a Shareholder of the Company shall be deemed completed until (i) the Board has determined that the prospective Transferee has complied with Section 3.1(c) and that the Transfer is permitted under Section 3.1(d) and (ii) the Transfer has been duly stamped, if required, with any applicable stamp duty or similar Tax to be paid by the transferee. Any Transferee to which a Shareholder Transfers any of its Shares shall be required to provide customary representations and warranties, as reasonably requested by the Company.

(b) Effect of Non-Compliance. ANY TRANSFER OR ATTEMPTED TRANSFER OF ROLLOVER SHARES NOT STRICTLY IN ACCORDANCE WITH OR IN CONTRAVENTION WITH THE PROVISIONS OF THIS AGREEMENT WILL BE NULL AND VOID AB INITIO AND OF NO FORCE OR EFFECT WHATSOEVER. No such Transfer shall be recorded on the Company’s books or otherwise recognized by the Company, and the purported Transferee in any such Transfer shall not be treated as the owner of such Shares for any purposes or have any rights as a Shareholder (and the purported Transferor shall continue to be treated as the owner of such Shares and as a Shareholder). If a Rollover Shareholder Transfers or attempts to Transfer its shares of Common Stock not strictly in accordance with or in contravention of the provisions of this Agreement, then, to the fullest extent permitted by Law, all governance, economic and other rights with respect to and in favor of such Rollover Shareholder under the Company Organizational Documents shall be indefinitely suspended until such non-compliance is remedied (if such non-compliance can be remedied).

(c) Transfer of Shares in Entirety. Any Transfer of Shares permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Shares in entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits of such Shares unless otherwise explicitly agreed to by the Shareholders.

(d) Other Restrictions on Transfer. Notwithstanding anything to the contrary in this Agreement, any proposed Transferee of Rollover Shares shall, prior to the consummation of any such Transfer, (i) execute a Counterpart to this Agreement and agree to be bound by all of its terms as a Shareholder, (ii) complete any applicable anti-money laundering,

anti-bribery and corruption, anti-sanctions and “Know Your Client” checks reasonably required by Mars Snacking or the Company or their respective Affiliates (to be undertaken promptly) and (iii) complete any governmental or regulatory consents or approvals required by any Governmental Entity (which Mars Snacking and the Company and their respective Affiliates shall provide reasonable information and assistance in obtaining such consents and approvals, if required).

(e) Restricted Transferees. Unless Mars Snacking and the Company otherwise provide their prior written consent, a Transfer of Rollover Shares shall not be permitted if the proposed Transferee is considered by the Board (acting reasonably and without delay) to be a competitor of the Group, or a Person whose ownership of Rollover Shares is likely to result in reputational harm to the Company, Mars Snacking or their Affiliates.

(f) Termination of Rights. Any Shareholder who shall Transfer any shares of Common Stock or other interest in the Company shall cease to be a Shareholder of the Company with respect to such Shares or other interest and shall no longer have any rights or privileges with respect to such Shares.

(g) Deemed Agreement. Any Person who acquires in any manner whatsoever any Shares or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Shares or other interest in the Company of such Person was subject to or by which such predecessor was bound.

(h) Counterpart. Each Transferee of Shares or other interest in the Company shall, as a condition precedent to such Transfer, execute and deliver to the Company a Counterpart to this Agreement pursuant to which such Transferee shall agree to be bound by the provisions of this Agreement.

(i) Securities Law Compliance. No Transfer of Shares or any other interest in the Company may be made if such Transfer would violate any federal securities laws or any state or provincial securities or “blue sky” laws (including any investor suitability standards) applicable to the Company or the interest to be Transferred, or cause the Company to be required to register as an “Investment Company” under the U.S. Investment Company Act of 1940, as amended, or similar registration under any similar Law.

(j) No Avoidance of Provisions. No Shareholder shall directly or indirectly (i) permit the Transfer of all or any portion of the direct or indirect equity or beneficial interest in such Shareholder or (ii) otherwise seek to avoid the provisions of this Agreement by issuing, or permitting the issuance of, any direct or indirect equity or beneficial interest in such Shareholder, in any such case, in a manner which would fail to comply with this Section 3 if such Shareholder had Transferred Shares directly.

(k) Transfer Fees and Expenses. Subject to Section 3.4, the Transferor and Transferee of any Shares or other interest in the Company shall be jointly and severally obligated to reimburse the Company for all reasonable expenses (including (i) attorneys’ fees and expenses, and (ii) any applicable Tax thereon) arising from any Transfer or proposed Transfer

(other than the Transfer of the Rollover Shares to the Original Rollover Shareholders pursuant to the Scheme on or around the Effective Date), whether or not consummated, unless otherwise consented to by the Board and Mars Snacking.

(1) Cessation of Transfer. In the event a Shareholder who received Rollover Shares by virtue of a Rollover Permitted Transfer ceases to be an Associate of the Original Rollover Shareholder who held such Rollover Shares as of the date hereof, such Shareholder shall immediately Transfer all Rollover Shares held by it back to the Original Rollover Shareholder who held such Rollover Shares as of the date hereof unless such Shareholder has died. A Transfer under this Section 3.1(1) shall not be subject to Sections 3.2 or 3.3.

3.2 Lock-Up

(a) During the Lock-Up Period. From and including the date hereof until the end of the Fourth Option Period (the “Lock-Up Period”), no Rollover Shareholder shall Transfer any Rollover Shares other than (a) with Mars Snacking’s prior written consent (which may be withheld, conditioned or delayed in its sole discretion), (b) pursuant to a Rollover Permitted Transfer, (c) in connection with a reorganization of the Company approved by the Board, or (d) in accordance with Section 5.

(b) Following the Lock-Up Period. Following the end of the Lock-Up Period, Transfers of Rollover Shares shall be permitted; provided such Transfer is (i) for all (but not less than all) Rollover Shares held by the transferring Rollover Shareholder and any of its Rollover Permitted Transferees, and (ii) subject to the Right of First Refusal, unless such Transfer is a Rollover Permitted Transfer.

(c) For the avoidance of doubt, nothing in this Section 3.2 shall restrict the transferability of any Class A Shares.

3.3 Right of First Refusal

(a) Grant. Each Rollover Shareholder hereby unconditionally and irrevocably grants to Mars Snacking a Right of First Refusal to purchase all or any portion of Rollover Shares that such Rollover Shareholder may propose to Transfer (other than pursuant to a Rollover Permitted Transfer) (all of such Shares proposed to be Transferred, the “Proposed ROFR Transfer Shares”) following the Lock-Up Period in a Proposed ROFR Transfer at the same price and on the same terms and conditions as those agreed with the prospective Transferee of such Proposed ROFR Transfer Shares (a “Prospective ROFR Transferee”).

(b) Notice. Each Rollover Shareholder proposing to make a Proposed ROFR Transfer must deliver a Proposed ROFR Transfer Notice to the Company and Mars Snacking not later than fifteen 15 Business Days prior to the consummation of such Proposed ROFR Transfer. Such Proposed ROFR Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed ROFR Transfer, the identity of the Prospective ROFR Transferee and the intended date of the consummation of the Proposed ROFR Transfer. To exercise its Right of First Refusal under this Agreement, Mars Snacking must deliver a notice to the selling Rollover Shareholder within fifteen 15 Business Days after delivery

of the Proposed ROFR Transfer Notice specifying the number of shares of Proposed ROFR Transfer Shares to be purchased by Mars Snacking (the “Mars Snacking ROFR Notice”).

(c) Forfeiture of Rights. Notwithstanding the foregoing, if the total number of Proposed ROFR Transfer Shares that Mars Snacking has agreed to purchase in the Mars Snacking ROFR Notice is less than the total number of Proposed ROFR Transfer Shares in the Proposed ROFR Transfer Notice, or Mars Snacking does not deliver a Mars Snacking ROFR Notice within the time period specified in clause (b) of this Section 3.3, then Mars Snacking shall be deemed to have forfeited any right to purchase such Rollover Shares, and the selling Rollover Shareholder shall sell all, but not less than all, of such remaining Rollover Shares to the Prospective ROFR Transferee on the terms and conditions previously agreed with such Prospective ROFR Transferee and set forth in the Proposed ROFR Transfer Notice.

(d) Consideration; Closing. If the consideration proposed to be paid for the Proposed ROFR Transfer Shares is in property, services or other non-cash consideration, the fair market value of the consideration shall be the Fair Market Value as set forth in the Mars Snacking ROFR Notice. If Mars Snacking for any reason cannot or does not wish to pay for the Proposed ROFR Transfer Shares in the same form of non-cash consideration, Mars Snacking may pay the cash value equivalent thereof, as determined by the Board acting reasonably and in good faith and as set forth in the Mars Snacking ROFR Notice. The closing of the purchase of the Proposed ROFR Transfer Shares by Mars Snacking shall take place, and all payments from Mars Snacking shall have been delivered to the selling Rollover Shareholder(s), by the later of (i) the date specified in the Proposed ROFR Transfer Notice as the intended date of the Proposed ROFR Transfer; and (ii) 45 days after delivery of the Proposed ROFR Transfer Notice.

3.4 Drag-Along Rights

(a) If, following the end of the Lock-Up Period, Mars Snacking proposes to Transfer, in one or a series of related bona fide transactions (including pursuant to a merger, consolidation, share exchange, business combination, or other similar transaction) Shares to any other Person that is not an Affiliate of Mars Snacking or to a Person in connection with any reorganization, restructuring or other corporate (or similar) action required to facilitate an Exit (the “Drag-Along Purchaser”), such that following the consummation of such Transfer, such Person will directly or indirectly hold a majority of the outstanding Shares of the Company (a “Drag-Along Sale”), then Mars Snacking shall have the right to require each Rollover Shareholder (each, a “Dragged Shareholder”) to Transfer to the Drag-Along Purchaser, at the sole discretion of Mars Snacking, all of its Rollover Shares, in each case, on substantially the same terms and conditions as those received by Mars Snacking and, if a vote or consent of Shareholders is required or sought in connection with the Drag-Along Sale, to vote (or provide consent in respect of) all of such Dragged Shareholder’s Rollover Shares in favor of the Drag-Along Sale as provided in Section 3.4(b) and take any related actions reasonably requested by Mars Snacking to consummate such Drag-Along Sale; provided, that where the consideration in the Drag-Along Sale consists of or includes securities, if the issuance of such securities to a Dragged Shareholder would require either a registration statement under the Securities Act, or preparation of a disclosure statement pursuant to Regulation D (or any successor regulation) under the Securities Act or a similar provision of any state securities law or similar Law, and such registration statement or disclosure statement is not otherwise being prepared in connection with the Drag-Along Sale, then, at the option of Mars

Snacking, such Dragged Shareholder shall be entitled to receive, in lieu of such securities, an amount equal to the Fair Market Value of such securities in cash. The provisions of this Section 3.4 shall also apply to any Shares acquired by or issued to any Shareholder after the date of this Agreement, including any securities (including options, warrants, or rights) exercisable, exchangeable, or convertible into Shares.

(b) Mars Snacking shall deliver written notice (the “Drag-Along Notice”) of the exercise of its rights pursuant to this Section 3.4 to each Dragged Shareholder, not less than fifteen (15) Business Days prior to the consummation of the Drag-Along Sale, setting forth the number of Shares or securities proposed to be sold in the Drag-Along Sale (including all of the Shares or securities held by that Dragged Shareholder), the proposed amount of consideration per Share or per security (and, if applicable, per class or series of Shares) to be paid pursuant to the Drag-Along Sale, the identity of the Drag-Along Purchaser and a summary of any other material terms and conditions of the Drag-Along Sale (including the anticipated closing date of the Drag-Along Sale). Subject only to Section 3.4(d), each Dragged Shareholder, upon receipt of the Drag-Along Notice, shall be obligated to (i) participate in the Drag-Along Sale and Transfer all of its Shares required to be Transferred pursuant to Section 3.4(a) to such Drag-Along Purchaser, (ii) if applicable, cause its Shares to be represented or present at any meeting of Shareholders called for the purpose of voting on the Drag-Along Sale (and any adjournment or postponement thereof) and to vote (or provide consent in respect of) its Shares, if applicable, in favor of such Drag-Along Sale at any meeting of Shareholders called to vote on or approve such Drag-Along Sale (or any written consent solicited for such purpose) and against any proposal that would prevent, impede or delay the consummation of the Drag-Along Sale, and (iii) otherwise take all necessary or desirable action, including, without limitation, to the extent applicable, expressly waiving any dissenter’s rights or rights of appraisal or similar rights, entering into an agreement reflecting the terms of the Drag-Along Sale (including any purchase agreement or merger agreement or similar document, and by participating, *pro rata*, in any escrow arrangements used to satisfy indemnification or other obligations), surrendering certificates or providing instructions in respect of uncertificated Shares, cooperating in obtaining any applicable Governmental Authorization and otherwise as reasonably required to assist Mars Snacking in the consummation of such Drag-Along Sale. Any such Drag-Along Notice may be rescinded by the Mars Snacking by delivering written notice thereof to each Dragged Shareholder.

(c) Solely for purposes of Sections 3.4(d) and 3.4(e) and in order to secure the performance of each Dragged Shareholder’s obligations under Section 3.4(b)(i), each Dragged Shareholder hereby irrevocably appoints Mars Snacking as the attorney-in-fact and proxy of such Dragged Shareholder (with full power of substitution and re-substitution) to vote, provide a written consent with respect to its Shares as described in this paragraph, and to enter into such documentation and take such actions in accordance with Sections 3.4(b)(ii) or (iii), 3.4(d) and 3.4(e), if and only in the event that, such Dragged Shareholder fails to vote, submit a proxy to vote, or provide a written consent with respect to its Shares in accordance with the terms of Section 3.4(b)(i) or fails to enter into any documentation or take any action in accordance with Sections 3.4(b)(ii) or (iii), 3.4(d) and 3.4(e) (each such Dragged Shareholder, a “Defaulting Drag-Along Shareholder”). Without limiting the circumstances under which a Dragged Shareholder may be found to be a Defaulting Drag-Along Shareholder, a Dragged Shareholder shall be deemed to be a Defaulting Drag-Along Shareholder if, within five (5) Business Days after a request for a vote, proxy or written consent in respect of a Drag-Along Sale is made, or within five (5) Business Days

after a request from Mars Snacking that such documentation be entered into or such action be taken, the Dragged Shareholder fails to provide such vote, proxy or consent or fails to enter into such documentation or take such other action, as the case may be. Mars Snacking (or any designee of Mars Snacking) shall have and is hereby irrevocably granted a proxy (with full power of substitution and re-substitution) and is appointed as attorney-in-fact, to vote, submit a proxy or provide a written consent with respect to each such Defaulting Drag-Along Shareholder's Shares for the purposes of, taking the actions required by Section 3.4(b)(i), and entering into any documentation, or taking any action, required to be taken by such Defaulting Drag-Along Shareholder under Sections 3.4(b)(ii) or (iii), 3.4(d) and 3.4(e). Each Dragged Shareholder intends this proxy and power of attorney to be, and each shall be, irrevocable and coupled with an interest sufficient in Law to support an irrevocable proxy, and each Dragged Shareholder shall take such further action and execute such other instruments as may be necessary or appropriate to effectuate the intent of this proxy and power of attorney and hereby revokes any proxy and power of attorney previously granted by it with respect to the matters set forth in Sections 3.4(b), 3.4(d) and 3.4(e) with respect to the Shares owned by such Dragged Shareholder (except for any power of attorney or proxy granted under any other provisions of this Agreement). The proxy and power of attorney granted by this Section 3.4(c) is a durable power of attorney and shall survive the death, dissolution, bankruptcy or incapacity of such Dragged Shareholder. Notwithstanding the foregoing, the proxy and power of attorney granted by this Section 3.4(c) shall continue for so long as this Section 3.4 is in effect and shall be deemed to be revoked upon the termination of this Section 3.4 in accordance with this Agreement.

(d) Each Dragged Shareholder (i) shall provide representations and warranties as to its title to its Rollover Shares and capacity to sell its Rollover Shares in connection with the Drag-Along Sale, and (ii) shall bear only its *pro rata* portion (based on the proceeds received by such Dragged Shareholder in the Drag-Along Sale as compared to the proceeds received by all Shareholders) of the fees and expenses (including any applicable Tax thereon) incurred by the Company and Mars Snacking in connection with the Drag-Along Sale.

(e) Each Dragged Shareholder shall use commercially reasonable efforts to secure any Governmental Authorization required to be obtained by such Dragged Shareholder in connection with the Drag-Along Sale (and each Dragged Shareholder shall use commercially reasonable efforts to provide all information which may be reasonably required in connection therewith) and shall comply with all applicable Laws and take all such other actions and execute such additional documents as are necessary and appropriate in order to consummate the Drag-Along Sale.

(f) Notwithstanding anything in this Section 3.4 to the contrary, no Transfer of Shares by any Dragged Shareholder shall be permitted from the time that a Drag-Along Notice is received until the consummation or termination of such Drag-Along Sale (other than a Rollover Permitted Transfer (but only if such Rollover Permitted Transferee agrees to be subject to such Drag-Along Sale) or any Transfer in connection with such Drag-Along Sale). The provisions of this Section 3.4 shall also apply to any Shares acquired by or issued to any Shareholder after the date of this Agreement, including any securities (including options, warrants, or rights) exercisable, exchangeable, or convertible into Shares.

(g) Mars Snacking shall have the right, in its sole discretion, at all times prior to consummation of the Drag-Along Sale to abandon or otherwise terminate such sale, whereupon all rights under this Section 3.4 in respect of such Drag-Along Sale shall become null and void, and neither Mars Snacking nor the Drag-Along Purchaser shall have any liability or obligation to any Dragged Shareholder with respect thereto by virtue of such abandonment or termination and each Dragged Shareholder shall be irrevocably released from such obligations under such Drag-Along Notice.

3.5 Tag-Along Rights

(a) Subject to Section 3.4, following the end of the Lock-Up Period, in connection with any Transfer by Mars Snacking other than a Mars Permitted Transfer, in one or a series of related transactions (including pursuant to a merger, consolidation, share exchange, business combination or similar transaction), of any of the issued and outstanding Shares held by Mars Snacking (a “Tag-Along Sale”), to any Person (who, for the avoidance of doubt, is not a Mars Permitted Transferee) (a “Tag-Along Purchaser”), each Original Rollover Shareholder (in respect of Rollover Shares held in its own name or in the name of any of its Rollover Permitted Transferees) shall have the right in accordance with this Section 3.5 (the “Tag-Along Right”, each such Shareholder whose shares are subject to the Tag-Along Right, a “Tagging Shareholder” and each Tagging Shareholder together with its relevant Associates, a “Tagging Group”) to: (i) if Mars Snacking is proposing to Transfer a number of Class A Shares that constitute 50% or less of the total number of then-issued and outstanding Shares, Transfer to the Tag-Along Purchaser the same percentage of Shares held by the Tagging Group as the percentage of the Class A Shares held by Mars Snacking being Transferred to the Tag-Along Purchaser or (ii) if Mars Snacking is proposing to Transfer a number of Shares that constitutes more than 50% of the total number of then-issued and outstanding Shares, Transfer to the Tag-Along Purchaser all (but not less than all) of the Shares held by the Tagging Group (the Shares with respect to which such Tagging Group has a Tag-Along Right in clauses (i) and (ii), the “Tag-Along Shares”), in each case, on substantially the same terms and conditions as those received by Mars Snacking; provided, that where the consideration in the Tag-Along Sale consists of or includes securities, if the issuance of such securities to the Tagging Group would require either a registration statement under the Securities Act, or preparation of a disclosure statement pursuant to Regulation D (or any successor regulation) under the Securities Act or a similar provision of any state securities law or similar Law, and such registration statement or disclosure statement is not otherwise being prepared in connection with the Tag-Along Sale, then, at the option of Mars Snacking, such Tagging Group shall receive, in lieu of such securities, an amount equal to the Fair Market Value of such securities in cash. The provisions of this Section 3.5 shall also apply to any Shares acquired by or issued to any Shareholder after the date of this Agreement, including any securities (including options, warrants, or rights) exercisable, exchangeable, or convertible into Shares.

(b) Mars Snacking shall give notice (the “Tag-Along Notice”) to each Original Rollover Shareholder of any Tag-Along Sale giving rise to the Tag-Along Rights at least fifteen (15) Business Days prior to the proposed consummation of such Tag-Along Sale, setting forth the number of Shares proposed to be sold in the Tag-Along Sale, the number of Tag-Along Shares that may be sold by such Original Rollover Shareholder and its Associates as determined in accordance with Section 3.5(a) assuming each Shareholder has exercised its rights under this Section 3.5, the name of the proposed Tag-Along Purchaser, the consideration and other material

terms offered by such Tag-Along Purchaser and the anticipated closing date of the Tag-Along Sale. Each Original Rollover Shareholder must exercise (on behalf of itself and its Associates) its Tag-Along Right within fifteen (15) Business Days following delivery of the Tag-Along Notice, by giving written notice to Mars Snacking (with a copy to the Company) indicating such Shareholder's desire to exercise its Tag-Along Rights in respect of the applicable number of its Tag-Along Shares. The election of each Tagging Shareholder set forth in a Tag-Along Notice shall be irrevocable, and, to the extent the offer in the Tag-Along Notice is accepted, the applicable Tagging Group shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Section 3.5. Each Original Rollover Shareholder that does not deliver a Tag-Along Notice in compliance with this Section 3.5(b) shall be deemed to have waived all of the rights of such Original Rollover Shareholder and its Associates to participate in the Tag-Along Sale with respect to the Shares owned by such Original Rollover Shareholder and its Associates, and Mars Snacking shall (subject to the rights of any other participating Tagging Shareholder) thereafter be free to sell to the prospective Tag-Along Purchaser the Tag-Along Shares identified in the Tag-Along Notice, without any further obligation to the non-accepting Original Rollover Shareholder and its Associates.

(c) Solely for purposes of Sections 3.5(d) and 3.5(e) and in order to secure the performance of each Tagging Group's obligations under Sections 3.5(d) and 3.5(e), each Tagging Group hereby irrevocably appoints Mars Snacking as the attorney-in-fact and proxy of such Tagging Group (with full power of substitution and re-substitution) to enter into any documentation and take any actions that such Tagging Group is required to take under Sections 3.5(d) and 3.5(e) if, following the exercise of such Tagging Shareholder's Tag-Along Right, the applicable Tagging Group fails to enter into such documentation or to take such action with respect to its Tag-Along Share (each such Shareholder, a "Defaulting Tag-Along Shareholder"). Without limiting the circumstances under which a Tagging Shareholder or Tagging Group may be found to be a Defaulting Tag-Along Shareholder, a Tagging Shareholder or Tagging Group shall be deemed to be a Defaulting Tag-Along Shareholder if, within five (5) Business Days after a request from Mars Snacking that the Tagging Group execute such documentation to be executed or delivered or take any action in connection with a Tag-Along Sale, such Tagging Group fails to execute or deliver such documentation or take such other action, as the case may be. Upon such failure, Mars Snacking shall have and is hereby irrevocably granted a proxy (with full power of substitution and re-substitution) and is appointed as attorney-in-fact to enter into any documentation, and take any action, required to be taken by such Defaulting Tag-Along Shareholder under Sections 3.5(d) and 3.5(e). Each Tagging Group intends this proxy and power of attorney to be, and each shall be, irrevocable and coupled with an interest sufficient at Law to support an irrevocable proxy, and each Tagging Group shall take such further action and execute such other instruments as may be necessary or appropriate to effectuate the intent of this proxy and power of attorney and hereby revokes any proxy and power of attorney previously granted by it with respect to the matters set forth in Sections 3.5(d) and 3.5(e) with respect to the Shares owned by such Tagging Group (except for any power of attorney or proxy granted under any other provisions of this Agreement). The proxy and power of attorney granted by this Section 3.5(c) is a durable power of attorney and shall survive the death, dissolution, bankruptcy or incapacity of such Tagging Group. Notwithstanding the foregoing, the proxy and power of attorney granted by this Section 3.5(c) shall continue for so long as this Section 3.5 is in effect and shall be deemed to be revoked upon the termination of this Section 3.5 in accordance with this Agreement.

(d) Each Tagging Group (i) shall agree to the same representations, warranties and covenants as Mars Snacking in connection with the Tag-Along Sale, and (ii) shall bear only its *pro rata* portion (based on the proceeds received by such Tagging Shareholder in the Tag-Along Sale as compared to the proceeds received by all Shareholders) of (A) the fees and expenses (including any applicable Tax thereon) incurred by the Company and Mars Snacking in connection with the Tag-Along Sale, and (B) any indemnification obligations with respect to representations, warranties and covenants of the Company (which shall not exceed the Fair Market Value of the cash, property or other assets received by such Tagging Group in the Tag-Along Sale, except with respect to claims related to fraud by such Tagging Group, the liability for which need not be limited); provided, that the limitations contained in the preceding clause (B) shall not apply in respect of indemnification obligations arising out of any representations, warranties or covenants that are personal in nature to such Tagging Group.

(e) The Tagging Group shall (i) cooperate in the proposed Tag-Along Sale and take all necessary or desirable actions in connection with the consummation of the Tag-Along Sale, including entering into agreements and delivering certificates and instruments (including certificates evidencing the applicable Shares, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank, if applicable, or providing instructions in respect of book-entry Shares) and (ii) use commercially reasonable efforts to secure any Governmental Authorization required to be obtained by such Tagging Group in connection with such Tag-Along Sale (and each Tagging Group shall provide all information which may be reasonably requested or required in connection therewith) and shall comply with all applicable laws and take all such other actions and execute such additional documents as are necessary and appropriate in order to consummate the Tag-Along Sale.

(f) Except as set forth in Section 3.5(b), the closing of the purchase of the Tag-Along Shares of each Tagging Group shall take place concurrently with the closing of the Tag-Along Sale.

(g) Mars Snacking shall have the right, in its sole discretion, at all times prior to consummation of the Tag-Along Sale, to abandon or otherwise terminate such sale, whereupon all rights under this Section 3.5 in respect of such Tag-Along Sale shall become null and void, and neither Mars Snacking nor the Tag-Along Purchaser shall have any liability or obligation to any Tagging Shareholder with respect thereto by virtue of such abandonment or termination and each Tag-Along Shareholder shall be irrevocably released from such obligations under such Tag-Along Notice.

(h) The requirements of this Section 3.5 are in addition to, and not in limitation of, any other restrictions on Transfers of Shares contained in this Agreement; provided, that the requirements of this Section 3.5 shall not apply to any Transfer of Shares that is required to be made by a Dragged Shareholder pursuant to a Drag-Along Sale.

4. Rights to Future Share Issuances

4.1 Preemptive Rights

(a) Except for transfers from the treasury of the Company and issuances of:

(i) Common Stock in the amounts and to the recipients set forth on Schedule A and Schedule B as of the date hereof;

(ii) Equity Securities issued pursuant to incentive or other compensation plans approved by the Board to actual or potential officers, directors, consultants or employees of the Company or any of its Subsidiaries (whether directly or indirectly);

(iii) Equity Securities to Persons other than Mars Snacking or its Affiliates as non-cash consideration on the acquisition by the Company of, or merger with, all or part of another business, undertaking, company or assets;

(iv) Equity Securities to Persons other than Mars Snacking or its Affiliates in connection with any debt financing arrangements of the Company or any of its Subsidiaries;

(provided, that in the case of an issuance under clauses (ii), (iii) and (iv) of this Section 4.1 only, such issuance dilutes the Shareholders on a *pro rata* basis)

(v) Equity Securities in connection with an IPO or a reorganization in preparation for an IPO;

(vi) Equity Securities where Mars Snacking obtains Rollover Supermajority Consent to the disapplication of pre-emption rights in respect of such issuance or transfer; or

(vii) Equity Securities in an Emergency Funding Situation, pursuant to the mechanism set forth in Schedule G;

(such transfers and issuances in accordance with any of Sections 4.1(a)(i) through 4.1(a)(vii), an “Excluded Issuance”);

if the Company proposes to sell, issue or transfer any Equity Securities to any Person, the Company shall offer to each of the Shareholders by written notice from the Company (describing in reasonable detail the Equity Securities being offered, the purchase price thereof, the payment terms and such Shareholder’s Proportional Share) (the “Participation Notice”) the right to purchase (a “Pre-Emptive Right”) a portion of such Equity Securities equal to the quotient obtained by dividing (A) the aggregate number of shares of Common Stock held by such Shareholder, by (B) the aggregate number of shares of Common Stock held by all Shareholders, in each case, immediately prior to the sale, issue or transfer of such Equity Securities (such Shareholder’s “Proportional Share”); provided, that a Shareholder who is not an “accredited investor” as such term is defined in the Securities Act and the rules and regulations promulgated thereunder (any such Shareholder described in this proviso, an “Excluded Shareholder”, and any Shareholder who is not an Excluded Shareholder, a “Non-Excluded Shareholder”), shall not have any rights under this Section 4.1. Each Non-Excluded Shareholder shall be entitled to purchase all or any portion of its Proportional Share of such offered Shares at the same price and on the same terms as such Shares are to be

offered to any other Person. If all of the Equity Securities offered to the Shareholders hereunder are not fully subscribed by such Shareholders, the unsubscribed Equity Securities shall be allocated to Mars Snacking indicating in its notice to the Company pursuant to Section 4.1(b) a desire to acquire any Equity Securities that are available because of under-subscription.

(b) In order to exercise its purchase rights under this Section 4.1, a Shareholder must within notice period specified in the Participation Notice, being not less than fifteen (15) Business Days of delivery of the Participation Notice, deliver a written notice to the Company irrevocably exercising its rights to purchase all or any portion of such offered Equity Securities hereunder. If a shareholder delivers such a notice to the Company, the Company shall allot and issue to the relevant Shareholder that Shareholder's Proportional Share concurrently with the closing of the underlying offering of Equity Securities.

(c) Upon the expiration of the offering periods described above, the Company shall be entitled to sell such Equity Securities which the Shareholders have not elected to purchase during the one hundred eighty (180) calendar days following such expiration at a price and on payment terms not less and on other terms and conditions no more favorable in the aggregate to the purchasers thereof than that offered to such Shareholders.

(d) Notwithstanding anything to the contrary set forth herein, in lieu of offering any Equity Securities to the Shareholders at the time such Equity Securities are offered to other Persons, the Company may comply with the provisions of this Section 4.1 by making an offer to sell to the Non-Excluded Shareholders their Proportional Share of such securities within thirty (30) days after the initial closing of the sale of the Equity Securities to such other Persons is effected. In such event, for all purposes of this Section 4.1, each Shareholder's Proportional Share shall be determined taking into consideration the actual number of Equity Securities sold to any other Person so as to achieve the same economic effect as if such offer would have been made prior to such sale.

(e) Notwithstanding anything to the contrary herein, in the event that a sale, issuance or transfer of Class A Shares or other Equity Securities other than Rollover Shares is subject to Pre-Emptive Rights, the Rollover Shareholders who exercise their Pre-Emptive Rights shall be entitled to purchase the number of shares of Common Stock as set forth in Section 4.1(a); provided, that the Common Stock the Rollover Shareholders will receive in connection with the exercise of their Pre-Emptive Rights shall be Rollover Shares and not Class A Shares or other Equity Securities.

4.2 Fair Market Value

Unless otherwise agreed between Mars Snacking and the Rollover Shareholders' Representative, any issuance of Shares or Equity Securities following the date hereof shall occur at Fair Market Value.

5. Put and Call Options

5.1 Option Exercise Periods

The Class A Shareholders shall provide the Rollover Shareholders' Representative with a copy of the applicable Option Price Statement in accordance with Section 5.3(b) within each of the following periods (each such period being an "Option Statement Delivery Period"):

(a) January 1, 2026 until February 28, 2026 (and subject to the remaining provisions of this Section 5.1, the "First Option Period" shall commence on the date that the Option Statement is validly delivered during this period);

(b) January 1, 2027 until February 28, 2027 (and subject to the remaining provisions of this Section 5.1, the "Second Option Period" shall commence on the date that the Option Statement is validly delivered during this period);

(c) January 1, 2028 until February 29, 2028 (and subject to the remaining provisions of this Section 5.1, the "Third Option Period" shall commence on the date that the Option Statement is validly delivered during this period); and

(d) January 1, 2029 until February 28, 2029 (and subject to the remaining provisions of this Section 5.1, the "Fourth Option Period" shall commence on the date that the Option Statement is validly delivered during this period, and each such period, an "Option Period").

Each Option Period shall be a period of forty-five (45) days. In the event that an Option Notice of Option Price Statement Disagreement is delivered in accordance with Section 5.3(c), the relevant Option Period shall be deemed to commence on the date the Rollover Shareholders' Representative has received a copy of the Accounting Firm's Option Price in accordance with Section 5.3(c). Subject to the provisions of this Section 5, the Class A Shareholders (acting by a majority in interest) shall have a Call Option, and each Rollover Shareholder shall have a Put Option (exercisable in respect of Rollover Shares held by it), with respect to a certain number of Rollover Shares (as set forth in Section 5.2) held by such Rollover Shareholder during each of the Option Periods.

The Call Option shall be a right of the Class A Shares and a obligation of the Rollover Shares and the Put Option shall be a right of each of the Rollover Shares and a obligation of the Class A Shares.

Where an Original Rollover Shareholder has transferred some but not all of its Rollover Shares to one or more Rollover Permitted Transferees, a Put Option exercised by the Original Rollover Shareholder or such Rollover Permitted Transferee will only be valid if the Original Rollover Shareholder and such Rollover Permitted Transferee each exercise the Put Option in respect of the relevant Option Period in respect of the Rollover Shares originally held by that Original Rollover Shareholder.

The Class A Shareholders (acting by a majority in interest) may exercise their Call Option by giving the Company and the Rollover Shareholders irrevocable written notice (the "Call Notice") of their election to exercise the Call Option at any time prior to the end of the applicable Option Period. Each Rollover Shareholder may exercise its Put Option by giving the Company and the Class A Shareholders irrevocable written notice (the "Put Notice") of its election to exercise the Put Option at any time prior to the end of the applicable Option Period and receipt of a Call Notice for such Option Period.

5.2 Rollover Shares Subject to Put/Call

(a) Notwithstanding Section 5.2(c), during each of the First Option Period, Second Option Period and Third Option Period, the Class A Shareholders shall have a Call Option, exercisable in their sole discretion, with respect to 20% of the Original Rollover Shares held by each Rollover Shareholder and any Rollover Permitted Transferee. For the avoidance of doubt, if the Class A Shareholders do not exercise their Call Option during the First Option Period or Second Option Period, then the applicable percentage of Rollover Shares for such Option Period shall not be added to the applicable percentage of Rollover Shares for the Second Option Period or Third Option Period, as applicable, and such Rollover Shares will in any event be included as Rollover Shares subject to the Call Option or Put Option in the Fourth Option Period as contemplated by Section 5.2(d).

(b) Notwithstanding Section 5.2(c), during each of the First Option Period, Second Option Period and Third Option Period, each Rollover Shareholder shall have a Put Option, exercisable in its sole discretion, with respect to 20% of the Original Rollover Shares held by such Rollover Shareholder and any Rollover Permitted Transferee. For the avoidance of doubt, if a Rollover Shareholder does not exercise its Put Option during the First Option Period or Second Option Period, then the applicable percentage of Rollover Shares for such Option Period shall not be added to the applicable percentage of Rollover Shares for the Second Option Period or Third Option Period, as applicable, and such Rollover Shares will in any event be included as Rollover Shares subject to the Call Option or Put Option in the Fourth Option Period as contemplated by Section 5.2(d).

(c) During each of the First Option Period, Second Option Period and Third Option Period, each Original Rollover Shareholder who holds a number of Rollover Shares that is (together with the Rollover Shares held by its Rollover Permitted Transferees) 5% or more of the total number of Common Stock issued on or around the Effective Date may, by providing written notice to the Company and the Class A Shareholders no later than fifteen (15) days prior to the end of the applicable Option Period (or where an Option Notice of Option Price Statement Disagreement has been delivered in accordance with Section 5.3(c), no later than fifteen (15) days after the Rollover Shareholders' Representative has received a copy of the Accounting Firm's Option Price in accordance with Section 5.3(c)), defer the Call Option and Put Option with respect to all (and not less than all) of the Rollover Shares held by such relevant Original Rollover Shareholder and its Rollover Permitted Transferees subject to the Call Option and Put Option in such Option Period to the following Option Period (the "Option Deferral"), in which event such Rollover Shares so deferred will be subject to the Call Option and the Put Option in the next Option Period and the Call Option and the Put Option with respect to such Rollover Shares so deferred will not be capable of being deferred further (even if the Call Option and Put Option with respect to the Rollover Shares subject to the Call Option and Put Option in the next Option Period are deferred). For the avoidance of doubt, each Rollover Shareholder may only exercise the Option Deferral with respect to the Rollover Shares that were originally subject to the Call Option and Put Option for the applicable Option Period in respect of the Call Option and Put Option for such Option Period, but not for later Option Periods.

(d) During the Fourth Option Period, (i) the Class A Shareholders shall have a Call Option with respect to all of the remaining Rollover Shares held by each Rollover

Shareholder, and (ii) each Rollover Shareholder shall have a Put Option with respect to all of the remaining Rollover Shares held by such Rollover Shareholder.

(e) In the event the Class A Shareholders deliver a Call Option Notice and a Rollover Shareholder delivers a notice of Option Deferral with respect to the same Option Period, then the Option Deferral shall be applied and the exercise of such Call Option shall be deemed void.

5.3 Put/Call Consideration

(a) The amount to be paid by the Class A Shareholders for the Rollover Shares in connection with the Put Option or Call Option to the Rollover Shareholders in each Option Period shall be equal to the applicable Final Option Price for such Option Period, and such consideration shall be paid (in GBP) in cash to the legal title holder of such Rollover Shares. For purposes of calculating the Option Price (as defined below), the Option Price shall be: (i) the arithmetic average of the Put/Call Revenue Valuation and the Put/Call EBITDA Multiple Valuation for the applicable Reference Period, *minus* (ii) Net Debt Adjustments as at the final day of the applicable Reference Period, *divided* by (iii) the total number of shares of Common Stock issued and outstanding on the final day of the applicable Reference Period. For the avoidance of doubt, in the event a Call Option or Put Option is deferred under Section 5.2(c) or is not otherwise exercised in the relevant Option Period, the Option Price with respect to the applicable Rollover Shares that have been deferred or not exercised shall be the Option Price of the Option Period in which the Call Option or Put Option is exercised with respect to such Rollover Shares.

(b) The Class A Shareholders shall provide the Rollover Shareholders' Representative with (i) a copy of the Group's consolidated income statement and balance sheet (in GBP), prepared in accordance with GAAP and Schedules D and E, as of and for the applicable Reference Period, (ii) written confirmation of the price in GBP for each Rollover Share if the Call Option or Put Option is exercised during such period, as calculated by or on behalf of the Class A Shareholders in good faith (the "Option Price"), and (iii) details of the Class A Shareholders' calculation of the Option Price (clauses (i), (ii) and (iii) collectively, the "Option Price Statement"). An illustrative calculation of the Option Price is set forth in Schedule F.

(c) If the Rollover Shareholders' Representative considers in good faith that the Option Price (as calculated by or on behalf of the Class A Shareholders) in the Option Price Statement is materially lower than it should be based on the information provided in the Option Price Statement, the Rollover Shareholders' Representative may, within thirty (30) days after receipt of the Option Price Statement (such period, the "Option Price Review Period") for such Option Period, deliver a notice to the Class A Shareholders disagreeing with the Option Price (such notice, a "Notice of Option Price Statement Disagreement"). If (i) the Rollover Shareholders' Representative notifies the Class A Shareholders in writing of its acceptance of the Option Price Statement or (ii) the Rollover Shareholders' Representative does not deliver to the Class A Shareholders a Notice of Option Price Statement Disagreement on or before the final day of the applicable Option Price Review Period, then the Rollover Shareholders' Representative shall be deemed to have agreed with all items and amounts contained in the Option Price Statement and such Option Price shall be the Final Option Price for such Option Period and shall not be subject

to any further rights of challenge by any Rollover Shareholder or the Rollover Shareholders' Representative.

(d) If the Rollover Shareholders' Representative delivers a Notice of Option Price Statement Disagreement, the Company shall promptly cause EY or Deloitte or, if either such firm is unable or unwilling to act due to a conflict of interest or otherwise, such other independent accounting firm of nationally recognized standing as determined by the Company acting reasonably and in good faith (such appointed accounting firm, the "Accounting Firm"), to promptly review the Option Price Statement for such Option Period and prepare an independent calculation of the Option Price for such Option Period based on the information included in the Option Price Statement pursuant to clause (i) of the definition thereof (the "Accounting Firm's Option Price"), and the Accounting Firm's calculation of the Option Price for such Option Period shall be the Final Option Price for such Option Period. The Company shall promptly provide a copy of the Accounting Firm's Option Price to the Rollover Shareholder's Representative. The Accounting Firm's determination of the Accounting Firm's Option Price shall be final and binding upon the parties hereto (including, for the avoidance of doubt, all Rollover Shareholders) and the Rollover Shareholders' Representative with respect to the applicable Option Period. The fees and expenses of the Accounting Firm (including any applicable Tax) incurred in connection with such calculation shall be borne by the Company; provided, that if the Accounting Firm's Option Price is less than 105% of the Option Price contained in the Option Price Statement for such Option Period, all reasonable costs payable by the Company, including all fees and expenses of the Accounting Firm, (including, in each case, any applicable Tax thereon) incurred in connection with such calculation shall be deducted from the cash amount otherwise payable to the Rollover Shareholders in connection with the exercise of the applicable Put Option or Call Option. The Accounting Firm's engagement shall be limited to confirming whether the Option Price set forth in the Option Price Statement has been calculated correctly for the applicable Option Period and the Accounting Firm shall not consider or revisit decisions made by the Company, the Board or management of the Company, whether or not they constitute Rollover Director Supermajority Matters, Rollover Shareholder Supermajority Matters or otherwise.

5.4 Put/Call Closing Procedures

(a) In connection with any transfer of Rollover Shares pursuant to this Section 5 (a "Put/Call Transfer"), the Class A Shareholders and the applicable selling Person (the "Selling Shareholder") will enter into a transfer agreement (substantially in the form contained in Schedule H) providing for such Put/Call Transfer containing representations and warranties regarding title to the Rollover Shares and that the Rollover Shares are being transferred free and clear of all liens and encumbrances (other than encumbrances arising under securities laws, under this Agreement or created by the Class A Shareholders) and other customary fundamental representations and warranties relating to, among other things, due authorization. The Class A Shareholders and the Selling Shareholder acknowledge and agree that the conditions to closing the Put/Call Transfer will be limited solely to receipt of governmental and regulatory consents and approvals (if applicable) and customary conditions relating to the accuracy of the representations and warranties described above.

The closing of the Put/Call Transfer of the Rollover Shares pursuant to this Section 5 shall occur on or before the date that is ten (10) Business Days after the latest of (i) the expiration of the

applicable Option Period (ii) the final determination of the Option Price under Section 5.3 for such applicable Option Period; and (iii) the receipt of all governmental and regulatory consents and approvals (if applicable).

5.5 Other Obligations

So long as any shares of Rollover Shares remain issued and outstanding and any party holds any Call Option or Put Option:

(a) Mars Snacking shall use its commercially reasonable efforts to operate the Group in the ordinary course of business;

(b) Mars Snacking shall not (and shall cause its Affiliates not to) take or omit to take any action in bad faith with the purpose of reducing the Option Price; and

(c) the Rollover Shareholders shall not (and shall cause their respective Affiliates and Associates not to) take or omit to take any action in bad faith with the purpose of increasing the Option Price where such action is not in the best interests of the Group's long-term prospects and success.

5.6 Rollover Shareholders' Representative

(a) The Rollover Shareholders' Representative shall not be liable to any party hereto for any act or omission in connection with the performance by the Rollover Shareholders' Representatives of its duties under the terms of this Agreement, except in the case of fraud or willful misconduct.

(b) Any decision, act, consent, instruction or otherwise of the Rollover Shareholders' Representative in accordance with the terms of this Agreement shall constitute a decision, act, consent, instruction or otherwise of all of the Rollover Shareholders and shall be final, binding and conclusive upon each of the Rollover Shareholders and on their respective estates, executors, personal representatives and successors and each of the Company, the Class A Shareholders and their respective Affiliates shall be entitled to rely thereon. Each of Rollover Shareholder hereby undertakes to ratify each and every act which the Rollover Shareholders' Representative shall take or purport to take by virtue of his or her appointment hereunder.

5.7 Call Option Power of Attorney

Solely for purposes of securing the performance of each Rollover Shareholder following an exercise by the Class A Shareholders of a Call Option under this Section 5, each Rollover Shareholder hereby irrevocably appoints the Class A Shareholders as its attorney-in-fact and proxy (with full power of substitution and re-substitution) to enter into any documentation and take any actions that such Rollover Shareholder is required to take under this Section 5 if, following the exercise of the Class A Shareholders of a Call Option, the applicable Rollover Shareholder fails to enter into such documentation or to take such action with respect to its Rollover Shares (each such Shareholder, a "Defaulting Call Shareholder"). Without limiting the circumstances under which a Rollover Shareholder may be found to be a Defaulting Call Shareholder, a Rollover Shareholder shall be deemed to be a Defaulting Call Shareholder if, within three (3) Business Days after a

request from Mars Snacking that the Rollover Shareholder execute such documentation to be executed or delivered or take any action in connection with the exercise of a Call Option, such Rollover Shareholder fails to execute or deliver such documentation or take such other action, as the case may be. Upon such failure, Mars Snacking shall have and is hereby irrevocably granted a proxy (with full power of substitution and re-substitution) and is appointed as attorney-in-fact to enter into any documentation, and take any action, required to be taken by such Rollover Shareholder under this Section 5 and to consummate the applicable Put/Call Transfer. Each Rollover Shareholder intends this proxy and power of attorney to be, and each shall be, irrevocable and coupled with an interest sufficient at Law to support an irrevocable proxy, and each Rollover Shareholder shall take such further action and execute such other instruments as may be necessary or appropriate to effectuate the intent of this proxy and power of attorney and hereby revokes any proxy and power of attorney previously granted by it with respect to the matters set forth in Section 5 with respect to the Shares owned by such Rollover Shareholder (except for any power of attorney or proxy granted under any other provisions of this Agreement). The proxy and power of attorney granted by this Section 5.7 is a durable power of attorney and shall survive the death, dissolution, bankruptcy or incapacity of such Rollover Shareholder. Notwithstanding the foregoing, the proxy and power of attorney granted by this Section 5.7 shall continue for so long as the Class A Shareholders hold a Call Option and shall be deemed to be revoked on the earlier of such time as such Rollover Shareholder no longer holds any Rollover Shares and the termination of this Section 5 in accordance with this Agreement.

6. Board of Directors

6.1 Composition and Election of the Board of Directors

The Board of Directors of the Company (the “Board”, and each director, a “Director”) shall be designated as follows:

(a) During the Lock-Up Period, any Qualifying Appointor shall have the right to designate one (1) director (a “Rollover Director”) to the Board; provided, that such designee shall be appointed to the Board if and only if the identity of such designee is acceptable to the Board (which shall be determined by the Board acting reasonably and in good faith). Such Rollover Director shall serve on the Board until his or her resignation, death or removal in accordance with the terms of the A&R By-laws; provided, that such Rollover Director shall be deemed to have resigned, and the Rollover Shareholder who has designated such Rollover Director shall cause such Rollover Director to resign, from the Board at the earliest of: (i) such time as the Original Rollover Shareholder who designated such Rollover Director ceases to be a Qualifying Appointor, (ii) the end of the Lock-Up Period, and (iii) if applicable, such time as the Board determines (acting reasonably and in good faith) that the identity of the designated Rollover Director is no longer acceptable due to an Intervening Event. If, in such circumstances, the Rollover Director fails to resign promptly or the Qualifying Appointor fails to promptly take necessary steps to cause such Rollover Director to resign, Mars Snacking (in its capacity as a Shareholder of the Company) shall have the right to remove such Rollover Director.

(b) The Class A Shareholders, acting by a majority, shall be entitled to designate a number of directors equal to the number of directors constituting the Board *minus* the number of directors that may be appointed by the Rollover Shareholders under Section 6.1(a).

6.2 Board Meetings and Information Rights

(a) Subject to Section 6.2(b), the Rollover Director shall be provided with all relevant papers, documents and reports provided to other members of the Board in their capacity as such, including any papers or materials provided to, minutes and resolutions approved by the Board and any committee of the Board.

(b) The Board reserves the right to withhold any information from the Rollover Director (including any information which such Rollover Director may ordinarily be entitled to receive in accordance with this Section 6.2) and to request the Rollover Director to recuse himself or herself from any meeting or portion thereof if the Board considers (acting by a majority and in good faith) that such Rollover Director has a conflict of interest in respect of such information or matter(s) to be discussed at such meeting or such Rollover Director's access to such information or attendance at such meeting would be reasonably likely to create or involve a conflict of interest.

7. Reserved Matters

7.1 Rollover Director Supermajority Matters

For so long as there is a Rollover Director on the Board and notwithstanding anything to the contrary herein, the incurrence of, or commitment to incur, any capital expenditure in respect of any item or project in excess of £50 million (excluding the acquisition of or merger or combination with one or more companies, businesses or undertakings or the acquisition of a business or all or substantially all of the assets of a company, business or undertaking in each case whether in exchange for cash or otherwise) by the Company or any Company Subsidiary (such action, a "Rollover Director Supermajority Matter") shall require the approval of both (a) a majority of the entire Board and (b) the Rollover Director (such approval, the "Rollover Director Supermajority Approval").

7.2 Rollover Shareholders Supermajority Matters

(a) For so long as any Rollover Shares remain issued and outstanding and notwithstanding anything to the contrary herein, the taking of the following actions (such actions, "Rollover Shareholder Supermajority Matters") shall require the Rollover Shareholder Supermajority Consent with respect to such action:

(i) any issuance of Shares by the Company that is neither in accordance with the Pre-Emptive Rights nor an Excluded Issuance;

(ii) any dividends or distributions by the Company with respect to the Shares;

(iii) any amendment to the provisions of Company Organizational Documents relating to (A) the content or scope of matters requiring Rollover Shareholder Supermajority Consent, (B) the approval threshold with respect to Rollover Shareholder Supermajority Consent, (C) the definitions of Rollover Permitted Transfer, Rollover Permitted Transferee or Associate set forth in this Agreement, (D) a Rollover Shareholder's right

to exercise or defer, or the valuation methodology for, the Put Option and Call Option as set forth in Section 5, (E) the appointment of the Rollover Director as set forth in Section 6.1(a), or (F) the drag-along or tag-along rights in relation to the Rollover Shares described in Sections 3.4 or 3.5, as applicable;

(iv) any other amendment to the rights of Rollover Shares which Mars Snacking considers in good faith would be materially and/or disproportionately adverse to the economic, Tax or legal position of the Original Rollover Shareholders (individually or in the aggregate) as compared to Mars Snacking; and

(v) the entry into, variation or termination of any agreement or transaction between any member of the Group (on the one hand) and Mars Snacking or any of its Affiliates (on the other hand) that requires payments to or by the Company or its Subsidiaries, other than any agreement and transaction entered into in the ordinary course of business and any agreement and transaction that is not material to the Company and its Subsidiaries, taken as a whole.

8. Exit Arrangements

8.1 During the Lock-Up Period

From the date hereof until the end of the Lock-Up Period, and without prejudice to any other action which may be taken by Mars Snacking or the Company, the following actions and liquidity events shall be at Mars Snacking's sole and absolute discretion (and, for the avoidance of doubt, shall not require Rollover Director Supermajority Approval or Rollover Shareholder Supermajority Consent):

(a) any sale, Transfer or disposal of or other dealing in Equity Securities other than Rollover Shares;

(b) the giving of any consent for any Transfer of Rollover Shares; and

(c) any reorganization of the Group (including but not limited to any Liquidation Event (as such term is defined in the A&R Charter) in respect of any member of the Group where such process is required by applicable Law or such action would not reasonably be expected to have an adverse effect on the Group, taken as a whole, or the Option Price) (a "Reorganization");

provided, that with respect to a Reorganization, each Rollover Shareholder (and each Person that retains voting control of any Shares Transferred to a Rollover Permitted Transferee, to the extent such Shares have any voting rights) hereby consents to such Reorganization and shall vote for (to the extent it has any voting right and to the extent such a vote is required) and raise no objections against such Reorganization, and each Rollover Shareholder shall cooperate and take all reasonable actions in connection with the consummation of such Reorganization (including offering customary representations and warranties), in each case, as reasonably requested by the Board, the Company or Mars Snacking.

8.2 Following the Lock-Up Period

Following the end of Lock-Up Period, and without prejudice to any other action which may be taken by Mars Snacking or the Company, any Exit with respect to the Company shall be at the sole and absolute discretion of Mars Snacking and in the event of any such Exit, each Rollover Shareholder (and each Person that retains voting control of any Shares Transferred to a Rollover Permitted Transferee, to the extent such Shares have any voting rights) hereby consents to such Exit and shall vote for (to the extent it has any voting right and to the extent such a vote is required) and raise no objections against such Exit, and each Rollover Shareholder shall cooperate and take all such actions in connection with the consummation of such Exit (including cooperating in respect of any reorganization, restructuring or other corporate (or similar) action required to facilitate such Exit, providing representations and warranties as to the title to the Rollover Shares held by such Rollover Shareholder and its capacity to sell such Rollover Shares, and with respect to an IPO, entering into customary “lock-up” undertakings or provisions designed to result in an orderly disposal of the Shares by the Shareholders), in each case, as reasonably requested by the Board, the Company or Mars Snacking.

9. Tax

9.1 Withholding

The Company is authorized to withhold from distributions or other payments to be made to a Shareholder, and to pay over to a federal, state or local tax authority any amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any applicable provisions of any other federal, state or local Law. Any amounts so withheld and paid to a federal, state, or local tax authority for the account of a Shareholder shall be withheld and paid within any applicable time periods and in the minimum amount required, shall be treated as distributed or otherwise paid to such Shareholder for all purposes of this Agreement and shall be offset against the net amounts otherwise distributable or otherwise payable to such Shareholder. The Company will provide the relevant Shareholder with reasonable evidence of any such withholdings and payments.

9.2 Employee Securities Election

(a) Each Rollover Shareholder who is, at the date he/she subscribes for or acquires any Shares, resident in the United Kingdom for United Kingdom tax purposes and an employee of the Company, Hotel Chocolat or any of their Affiliates, hereby undertakes that he/she will enter into an election in the agreed form under section 431(1) of the Income Tax (Earnings and Pensions) Act 2003 with the Company, Hotel Chocolat or any of their Affiliates (whichever is the Rollover’s Shareholders employing entity) in relation to any Equity Securities subscribed for or acquired by him/her (or where the right or opportunity to acquire such Equity Securities is available by reason of the Rollover Shareholder’s employment) (the “Election”). The Company shall procure that the relevant employing company shall enter into such Election with each such Rollover Shareholder. The Election shall be made no later than 14 days after the subscription for or acquisition of the relevant Equity Securities.

(b) Subject to (c), each Rollover Shareholder who is, at the date he/she subscribes for or acquires any Shares, resident (or proposed to be resident at a later date) for tax purposes in a jurisdiction other than the United Kingdom and an employee of the Company, Hotel

Chocolat or any of their Affiliates, shall enter into such elections with equivalent or substantially similar effect to the Election as may be available to them under the laws of that jurisdiction with respect to any Equity Securities acquired by him or her (or where the right or opportunity to acquire such Equity Securities is available by reason of that Rollover Shareholder's employment by the Company, Hotel Chocolat or any of their Affiliates), in each case within any applicable time limits. The Company shall procure that the relevant employing entity shall also enter into such elections to the extent required.

(c) Except in the case of elections pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, no election shall be required to be entered into by a Rollover Shareholder under (b) above where the Rollover Shareholder has received advice of a form and source satisfactory to the Company (acting reasonably) that such an election would result in adverse Tax consequences for that Rollover Shareholder, save where the Company or other relevant employing entity agrees to compensate the Rollover Shareholder for such adverse Tax consequences

9.3 Tax Residence

Each Shareholder acknowledges and agrees that the Company is intended to be tax resident solely in the United States and shall use their respective reasonable endeavors to procure that it is managed and controlled, and that its governance is conducted, in a manner consistent with such sole United States tax residence.

9.4 Tax Information Rights

Each Rollover Shareholder shall and shall procure that there is provided and afforded to the Company and its duly authorized agents any document or other information or assistance as the Company reasonably requires to enable it or any Affiliate to comply with its own Tax obligations or facilitate the management or settlement of its own Tax affairs. The Company shall and shall procure that there is provided and afforded to each Shareholder and its duly authorized agents any document or other information or assistance as such Shareholder reasonably requests, where such document, information or assistance is necessary to enable it to comply with its own Tax obligations or facilitate the management or settlement of its own Tax affairs.

9.5 Tax Indemnity

(a) Each Rollover Shareholder who is an employee (or treated as an employee for Tax reasons) of the Company, Hotel Chocolat or any of their Affiliates shall indemnify the Company (or, if the Company is not the Rollover Shareholder's employer, the relevant employer of the Rollover Shareholder) on an after-Tax basis against all income tax and/or social security liability and/or equivalents in any other jurisdiction (each a "Liability") for which the Company (or, if the Company is not the Rollover Shareholder's employer, the relevant employer of the Rollover Shareholder) is required to account to the relevant tax authorities arising in connection with the acquisition, holding, or disposal of, or any other event relating to, the Equity Securities of such Rollover Shareholder. The Company (or, if the Company is not the Rollover Shareholder's employer, the relevant employer of the Rollover Shareholder) may recover the Liability from the Rollover Shareholder in question in such manner as the Company (or, if the

Company is not the Rollover Shareholder's employer, the relevant employer of the Rollover Shareholder) and the Rollover Shareholder in question agree but failing such agreement by deducting the necessary amount from the Rollover Shareholder's Remuneration. This Section 9.5(a) shall not apply with respect to any employer's social security contributions.

(b) For purposes of this Section 9.5, "Remuneration" means the aggregate of salary, bonuses, payments in kind, ex gratia payments, commissions, pension contributions, participation in share options, profit sharing and incentive remuneration schemes and any other benefit flowing to a person or anyone connected with him by reason of that person's employment, office or directorship in or of any Affiliate of the Company.

9.6 Gross Up

(a) If any deduction or withholding is required by Law from any payment in respect of an Indemnity Obligation then, except in relation to interest, the payer shall pay the payee such additional amount as will, after such deduction or withholding has been made, leave the payee with the same amount as it would have been entitled to receive in the absence of any such deduction or withholding.

(b) If any sum paid in respect of an Indemnity Obligation is required by Law to be brought into charge to Tax by the payee then, except in relation to interest, the payer shall pay such additional amount as shall be required to ensure that the total amount paid, less the Tax chargeable on such amount, is equal to the amount that would otherwise be payable.

(c) Section 9.6(b) shall apply in respect of any amount deducted or withheld as contemplated by Section 9.6(a) as it applies to sums paid to the payee, save to the extent that in computing the Tax chargeable the payee is able to obtain a credit for the amount deducted or withheld.

(d) To the extent that any deduction, withholding or Tax in respect of which an additional amount has been paid under Sections 9.6(a) and 9.6(b) above results in the payee or an Affiliate obtaining a relief from Tax, the payee shall pay to the payer, within 10 Business Days of obtaining and, in the case of a non-cash relief, utilizing the benefit of the relief, an amount equal to the lesser of the value of the relief obtained and the additional sum paid under Sections 9.6(a) and 9.6(b).

(e) In determining the amount payable in respect of any Indemnity Obligation account shall be taken of any relief from Tax or other benefit available to the payee of that amount or any Affiliate in respect of the matter giving rise to the payment, provided that the parties hereto agree that there shall be no double counting between Section 9.6(d) and this Section 9.6(e) such that if and to the extent a relief or benefit has been taken into account under one of those provisions it shall not also be taken into account under the other.

(f) For purposes of Section 9.6, "Indemnity Obligation" means any undertaking or agreement to indemnify contained in this Agreement, including any expressed as a covenant to pay any amount.

9.7 Other Returns of Capital

Mars Snacking shall cause the Directors it has nominated to the Board (i) to consider in good faith whether any potential material adverse Tax consequences will arise in connection with any return of capital (other than dividends or distributions, but including a buyback or repurchase of Rollover Shares) to the Original Rollover Shareholders (individually or in the aggregate) as compared to Mars Snacking prior to such Directors voting to approve any such return of capital and (ii) if such Directors so determine that any such consequences will arise, to consider them in good faith in determining whether to vote to approve such return of capital.

9.8 Liquidation Events

Each Shareholder hereby agrees that the calculation of Liquidation Price under the A&R Charter shall be calculated in accordance with the illustrative calculation set forth in Schedule F; provided, that references to “Option Price” in Schedule F shall be replaced with “Liquidation Price” for purposes of calculating the Liquidation Price under the A&R Charter.

10. Confidentiality

Each Shareholder agrees that such Shareholder shall, and shall cause its Affiliates and any Directors appointed by such Shareholder to the Board, and with respect to Rollover Shareholders only, such Rollover Shareholders shall cause the Rollover Shareholders’ Representative, to, keep confidential and not disclose, divulge, or use for any purpose (other than the conduct of the business of the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement, unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 9 by such Shareholder), (b) is or has been independently developed or conceived by such Shareholder without use of the Company’s confidential information, or (c) is or has been made known or disclosed to such Shareholder by a third party without a breach of any confidentiality obligations. A Shareholder may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company, (ii) to any existing Affiliate, partner, member, stockholder, or wholly owned Subsidiary of such Shareholder in the ordinary course of business, provided that such Shareholder informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information, (iii) as may otherwise be required by Law, regulation, rule, court order or subpoena, provided that such Shareholder promptly notifies the Company of such disclosure, takes reasonable steps to minimize the extent of any such required disclosure and cooperates with any efforts the Company undertakes to obtain confidential treatment thereof, (iv) as otherwise contemplated by this Agreement, or (v) to comply with a Shareholder or its Affiliates, Director or Rollover Shareholder's Representative's Tax obligations or facilitate the management or settlement of such person's own Tax affairs.

11. Legend

Each certificate, instrument, or book entry representing shares of Common Stock of the Company shall be notated with the following legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR
INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE

SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN STOCKHOLDERS AGREEMENT BY AND AMONG THE STOCKHOLDER, THE COMPANY AND CERTAIN OTHER HOLDERS OF STOCK OF THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

Each Shareholder agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares represented by certificates bearing the legend referred to in this Section 11 above to enforce the provisions of this Agreement and the Company agrees to promptly do so.

12. Miscellaneous

12.1 Term

This Agreement shall automatically terminate upon the earliest of (a) the written agreement of the parties hereof to terminate this Agreement, (b) the date on which no Rollover Shares remain issued and outstanding and (c) immediately prior to the consummation of an IPO.

12.2 Stock Split

All references to numbers of shares in this Agreement shall be appropriately adjusted to reflect any stock dividend, split, combination or other recapitalization affecting the Common Stock occurring after the date of this Agreement.

12.3 Ownership

Each Shareholder represents and warrants that such Shareholder is the sole legal and beneficial owner of the Shares subject to this Agreement (except that any Rollover Shareholder or Rollover Permitted Transferee that is a trust represents and warrants only that that it is the legal owner of the Shares subject to this Agreement) and that no other Person has any interest in such shares (other than a community property interest as to which the holder thereof has acknowledged and agreed in writing to the restrictions and obligations hereunder).

12.4 Governing Law

This Agreement and the exhibits and schedules hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

12.5 Dispute Resolution

EACH PARTY ACKNOWLEDGES AND AGREES THAT, IN THE EVENT ANY PARTY TO THIS AGREEMENT COMMENCES ANY LITIGATION, PROCEEDING OR OTHER LEGAL ACTION DIRECTLY OR INDIRECTLY IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, WITH RESPECT TO ANY OF THE MATTERS DESCRIBED OR CONTEMPLATED HEREIN OR THEREIN, THE PARTIES TO THIS AGREEMENT HEREBY (A) AGREE THAT ANY LITIGATION, PROCEEDING OR OTHER LEGAL ACTION SHALL BE INSTITUTED IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE (OR, IF THE COURT OF CHANCERY OF THE STATE OF DELAWARE DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY STATE OR FEDERAL COURT WITHIN THE STATE OF DELAWARE); (B) AGREE THAT IN THE EVENT OF ANY SUCH LITIGATION, PROCEEDING OR OTHER LEGAL ACTION, SUCH PARTIES SHALL CONSENT AND SUBMIT TO PERSONAL JURISDICTION IN ANY SUCH COURT DESCRIBED IN CLAUSE (A) OF THIS SECTION 12.5 AND TO SERVICE OF PROCESS UPON THEM IN ACCORDANCE WITH THE RULES AND STATUTES GOVERNING SERVICE OF PROCESS IN THE STATE OF DELAWARE; (C) AGREE TO WAIVE TO THE FULL EXTENT PERMITTED BY LAW ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH LITIGATION, PROCEEDING OR OTHER LEGAL ACTION IN ANY SUCH COURT OR THAT ANY SUCH LITIGATION, PROCEEDING OR OTHER LEGAL ACTION WAS BROUGHT IN AN INCONVENIENT FORUM; (D) AGREE AS AN ALTERNATIVE METHOD OF SERVICE TO SERVICE OF PROCESS IN ANY LEGAL PROCEEDING BY MAILING OF COPIES THEREOF TO SUCH PARTY AT ITS ADDRESS SET FORTH IN SECTION 12.7 FOR COMMUNICATIONS TO SUCH PARTY; (E) AGREE THAT ANY SERVICE MADE AS PROVIDED HEREIN SHALL BE EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (F) AGREE THAT NOTHING HEREIN SHALL AFFECT THE RIGHTS OF ANY PARTY TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

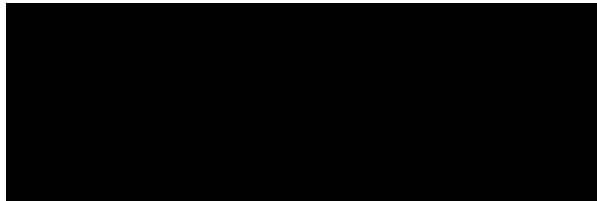
12.6 Waiver of Jury Trial

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.6.

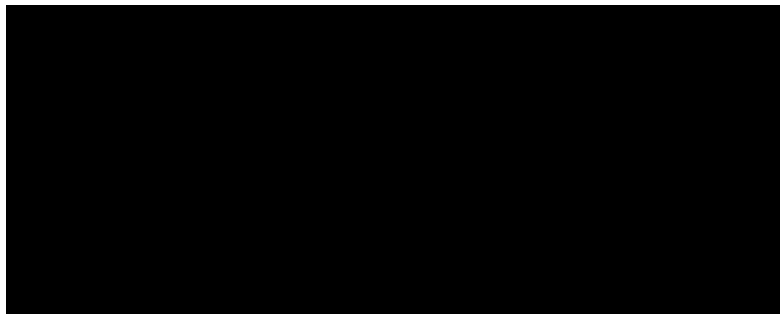
12.7 Notices

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified, (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the next Business Day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) Business Day after deposit with a nationally recognized overnight courier, specifying next Business Day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Schedule B hereof, as the case may be, or to such email address or physical address as subsequently modified by written notice given in accordance with this Section 12.7.

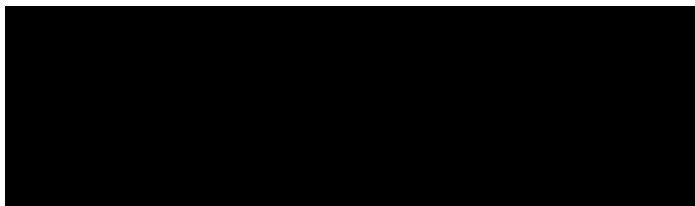
If notice is given to the Company or Mars Snacking, it shall be sent to:



with a required copy (which shall not constitute notice) to:



and



(b) Consent to Electronic Notice. Each Shareholder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the “DGCL”), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address set forth in Section 12.7(a) or opposite such Shareholder’s name on the Schedules hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail

address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Shareholder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

(c) All notices given by an Original Rollover Shareholder in respect of or under the provisions of Section 5 which are stated to be made on behalf of that Original Rollover Shareholder and any Rollover Permitted Transferee of that Original Rollover Shareholder shall, for all purposes of this Agreement be treated as if it was given by any such Rollover Permitted Transferee in addition to being given by that Original Rollover Shareholder.

12.8 Entire Agreement

This Agreement (including, the Schedules hereto) constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

12.9 Delays or Omissions

No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party 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 Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by Law or otherwise afforded to any party, shall be cumulative and not alternative.

12.10 Amendment and Waiver

Subject to Sections 7.2(a)(iii) and 7.2(a)(iv), this Agreement may, at Mars Snacking's sole discretion, be amended or modified and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (a) the Company and (b) Shareholders holding 51% of the voting power of the Company and only for bona fide purposes. Any amendment, modification or waiver so effected shall be binding upon the Company and the Shareholders and all of their respective successors and permitted assigns whether or not such party, assignee or other shareholder entered into or approved such amendment, modification, or waiver. The Company shall give reasonable written notice of any amendment or modification hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination or waiver. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

12.11 Assignment of Shares

(a) The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) Any successor or permitted assignee of any Shareholders, including any prospective Transferee, shall deliver to the Company and Mars Snacking, as a condition to any transfer or assignment, a Counterpart pursuant to which such successor or permitted assignee shall confirm their agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the predecessor or assignor of such successor or permitted assignee.

12.12 Further Assurances

Each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

12.13 Severability

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

12.14 Additional Shareholders

Notwithstanding anything to the contrary contained herein, if the Company issues additional Shares after the date hereof, any purchaser of such Shares shall become a party to this Agreement by executing and delivering an additional Counterpart to this Agreement and thereafter shall be deemed a "Shareholder" for all purposes hereunder.

12.15 Titles and Subtitles

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

12.16 Counterparts

Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any Counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12.17 Specific Performance

Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Shareholders shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of competent jurisdiction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HIVE BIDCO, INC.

Name: [●]
Title: [●]

MARS SNACKING HOLDINGS, INC.

Name: [●]
Title: [●]

ROLLOVER SHAREHOLDERS

Name: [●]
Title: Attorney-in-fact

SCHEDULE A
LIST OF SHAREHOLDERS

| Name of Shareholder | Number of Class A Shares Held | Number of Rollover Shares Held |
|--|--|---|
| Mars Snacking Holdings, Inc. | [•] | 0 |
| Rollover Shareholders (<i>as set forth in Schedule B</i>) | 0 | [•] |
| Total | [•] | [•] |

SCHEDULE B
LIST OF ROLLOVER SHAREHOLDERS

| Name of Rollover Shareholder | Number of Rollover Shares Held | Address and E-mail |
|-------------------------------------|---------------------------------------|---------------------------|
| [•] | [•] | [•] |
| [•] | [•] | [•] |
| [•] | [•] | [•] |

SCHEDULE C
FORM OF DEED OF ADHERENCE

THIS DEED is made on [●]

by [●], a [●] incorporated under the laws of the [●] under registered number [●] whose registered office is at [●]¹ (the “New Shareholder”).

WHEREAS:

This Deed is entered into in compliance with the terms of clause 3.1(h) of the shareholders’ agreement of Hive Bidco Inc. originally entered into on [●] January 2024, as such agreement shall have been or may be amended, supplemented or novated from time to time (the “Shareholders’ Agreement”).

THIS DEED WITNESSES as follows:

1. The New Shareholder undertakes to adhere to and be bound by the provisions of the Shareholders’ Agreement, and to perform the obligations imposed by the Shareholders’ Agreement which are to be performed on or after the date of this Deed, in all respects as if the New Shareholder were a party to the Shareholders’ Agreement and named therein as a “Shareholder” [and a “Rollover Shareholder”]².
2. This Deed is made for the benefit of (a) the original parties to the Shareholders’ Agreement and (b) any other person or persons who after the date of the Shareholders’ Agreement (and whether or not prior to or after the date of this Deed) adheres to the Shareholders’ Agreement.
3. The address and e-mail address of the New Shareholder for the purposes of clause 12.7 of the Shareholders’ Agreement are as follows:

[●]

Address: [●]

E-mail address [●]

Attention: [●]

4. This Deed shall be governed by and construed in accordance with Delaware law.
5. Clauses 12.4 and 12.5 of the Shareholders’ Agreement shall apply to this Deed *mutatis mutandis*.

¹ **Note:** To be updated to reflect nature of individual / entity adhering.

² **Note:** To be included to the extent the proposed transferee will hold Rollover Shares.

6. **IN WITNESS** of which this Deed has been executed and delivered by the New Shareholder on the date which first appears above.

EXECUTED AND DELIVERED)
as a **DEED** by [●])
[acting by [two directors] / [a director and the company)
secretary] / [a director in the presence of the specified)
witness]] / [as attorney for and on behalf of [●] in the)
presence of the specified witness]]³)
)

[Director]:

.....
SIGNATURE

[Director / Secretary / Witness]:

.....
NAME

.....
SIGNATURE

.....
NAME

³ **Note:** Wording and execution block to be amended as appropriate to reflect nature of party or parties executing the deed of adherence and applicable requirements.

SCHEDULE D
EBITDA CALCULATION PRINCIPLES

Part A: Preparation of the Group's consolidated income statement

- (a) For each Reference Period, the Group's consolidated income statement for such Reference Period shall be prepared:
 - (i) in accordance with GAAP as in effect for such period; and
 - (ii) based on (x) the consolidated income statement for the Group's fiscal year ending on or around the end of such Reference Period; (y) divided by the number of days in such fiscal year; (z) multiplied by 365.
- (b) The Group's consolidated income statement for such Reference Period shall be expressed in GBP. Any amounts included in the Group's consolidated income statement which are expressed in a currency other than GBP shall be converted into GBP (i) for purposes of the Group's consolidated income statement, at the average period rate, which consists of the simple average of spot prices published by Bloomberg for each Business Day in the applicable Reference Period.

Part B: Calculation of EBITDA

- (c) EBITDA means the net income of the Group before interest expense, provision for income taxes, depreciation, amortization and impairments of intangible assets, for the Reference Period as set forth in the Group's consolidated income statement for such Reference Period, adjusted as follows:
 - (i) To exclude any expenses related to long term incentive plans of any Group Company;
 - (ii) To exclude any corporate overhead allocations (including corporate service fees and segment service fees) charged by Mars Snacking and its Affiliates (excluding any charges from another Group Company);
 - (iii) To include operating lease charges; and
 - (iv) To exclude any finance lease charges.
- (d) The provisions of this Schedule D shall be interpreted so as to avoid double counting (whether positive or negative) of any item to be included in the calculation of EBITDA and no minimum materiality limits and thresholds shall be applied in calculating any amounts included in EBITDA.

SCHEDULE E
NET DEBT ADJUSTMENT PRINCIPLES

Part A: Preparation of the Group's consolidated balance sheet

- (a) For each Reference Period, the Group's consolidated balance sheet as of the end of such Reference Period shall be prepared:
 - (i) in accordance with GAAP as in effect for such relevant period; and
 - (ii) based on the Group's consolidated balance sheet as of the end of the Group's fiscal year.
- (b) The Group's consolidated balance sheet as of the end of such Reference Period shall be expressed in GBP. Any amounts included in the Group's consolidated balance sheet which are expressed in a currency other than GBP shall be converted into GBP for purposes of the Group's consolidated balance sheet, at the period end rate, which consists of the spot price published by Bloomberg on the final day of the applicable Reference Period.

Part B: Calculation of Net Debt Adjustment

- (a) The provisions of this Schedule E shall be interpreted so as to avoid double counting (whether positive or negative) of any item to be included in the calculation of the Net Debt Adjustments and no minimum materiality limits and thresholds shall be applied in calculating any amounts included in the Net Debt Adjustment.

SCHEDULE F
ILLUSTRATIVE CALCULATIONS

Option Price - Illustrative Example

Data in £MM unless otherwise indicated

Definition

The Option Price shall be: (i) the arithmetic average of the Put/Call Revenue Valuation and the Put/Call EBITDA Multiple Valuation for the applicable Reference Period, minus (ii) Net Debt Adjustments as at the final day of the applicable Reference Period, divided by (iii) the total number of shares of Common Stock issued and outstanding on the final day of the applicable Reference Period.

Formula

$$\text{Option Price} = (((A*B*50\%) + (C*D*50\%)) - E) / F$$

Key

| | |
|----------------------|----------|
| Revenue Achieved | A |
| Revenue Multiple | B |
| EBITDA Achieved | C |
| EBITDA Multiple | D |
| Net Debt Adjustments | E |
| Common Stock | F |

| Illustrative Example for Dec-25 | | Target EBITDA Achieved | Target EBITDA not Achieved but Low End Achieved (“Linear Scenario”) |
|---------------------------------|-------------------------------|------------------------------|---|
| A | Revenue Achieved (£MM) | 350 | 300 |
| B | Revenue Multiple | 3.00x | 2.88x |
| | Revenue Weighting | 50% | 50% |

Illustrative figure

For Linear Scenario: Mid Point Multiple, linearly increasing (up to a maximum of 3.0x) based on EBITDA achieved beyond Low End of £30MM (2.5x + ((3.0x-2.5x) * (45 - 30) / (50 - 30)))

| | | | | |
|----------|---|-------------|-------------|---|
| C | EBITDA Achieved (£MM) | 50 | 45 | Illustrative figure For Linear Scenario: Mid Point Multiple, linearly increasing (up to a maximum of 20.0x) based on EBITDA achieved beyond Low End of £30MM ($17.0x + ((20.0x - 17.0x) * (45 - 30) / (50 - 30))$) |
| D | EBITDA Multiple | 20.00x | 19.25x | |
| | EBITDA Weighting | 50% | 50% | |
| E | Net Debt Adjustments (£MM) | 200 | 200 | Illustrative figure |
| F | Number of Common Stock Outstanding (MM) | 1,000 | 1,000 | Illustrative figure |
| | Option Price per Share (£) | 0.83 | 0.66 | |
| | <u>EBITDA (Pre-IFRS 16) Thresholds</u> | | | |
| | Target | 50 | 50 | |
| | Low End | 30 | 30 | |
| B | <u>Multiple Range - Revenue</u> | | | |
| | High End | 3.0x | 3.0x | |
| | Mid Point | 2.5x | 2.5x | |
| | Low End | 2.0x | 2.0x | |
| D | <u>Multiple Range - EBITDA (Pre-IFRS 16)</u> | | | |
| | High End | 20.0x | 20.0x | |
| | Mid Point | 17.0x | 17.0x | |
| | Low End | 14.0x | 14.0x | |

SCHEDULE G
EMERGENCY ISSUANCES

- (b) If the Board, acting in good faith, considers that there is a material risk of an Emergency Funding Situation occurring, it shall promptly send written notice (the “Emergency Issuance Notice”) to each Non-Excluded Shareholder, stating that an Emergency Funding Situation has arisen, offering such Non-Excluded Shareholders the opportunity to subscribe for the relevant Shares or Equity Securities and stating the number of Shares or Equity Securities being offered (the “Offered Securities”), the price per Share or Equity Security and the deadline for accepting or rejecting such offer (the “Emergency Issuance Deadline”).
- (c) The price per Share or Equity Security to be issued in accordance with this Schedule G shall be determined by the Board acting in good faith.
- (d) As soon as reasonably practicable following the Emergency Issuance Deadline, the Company shall issue, and each Non-Excluded Shareholder shall pay the aggregate consideration payable for, such number of Shares or Equity Securities for which that Shareholder has subscribed, provided that if the Non-Excluded Shareholders have in aggregate subscribed for more than the total number of Offered Securities, the Company shall (i) only be required to issue to each Rollover Shareholder (and each Rollover Shareholder shall only be required to pay the aggregate consideration for) such number of Shares or Equity Securities as is equal to its Proportional Share of the Offered Securities (provided that such Rollover Shareholder is a Non-Excluded Shareholder), and (ii) shall be entitled to issue the remaining Offered Securities to Mars Snacking.
- (e) Within 30 calendar days after the completion of an Emergency Issuance, any Non-Excluded Shareholder which did not participate in the Emergency Issuance or did not subscribe for its full Proportional Share of the Offered Securities may elect by written notice to the Company to subscribe for and purchase from the Company (or, at the Board’s election, purchase from the other Non-Excluded Shareholders), at a price and upon terms no less favorable than those of the Emergency Issuance, such number of Shares or Equity Securities as would result in such Non-Excluded Shareholder holding the same percentage of Shares as it held immediately prior to the Emergency Issuance (the “Catch-Up Option”). If any Non-Excluded Shareholder elects to subscribe for Shares or Equity Securities pursuant to the Catch-Up Option, it shall use all reasonable efforts to consummate the subscription as soon as reasonably practicable following such election and in any event within 60 calendar days after giving notice to the Company pursuant to this paragraph (d).
- (f) From the date of the Emergency Issuance until the date on which the Catch-Up Option completes or lapses, the Shareholders shall be considered to hold such number of Shares or Equity Securities that they held immediately prior to the Emergency Issuance for purposes of this Agreement.

SCHEDULE H

FORM OF TRANSFER AGREEMENT

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (the “Agreement”) is entered into as of [●], 202[●] by and between [●] (the “Seller”), and Mars Snacking Holdings, Inc., a Delaware corporation (the “Purchaser”).

Introduction

WHEREAS, Seller is the sole record and beneficial holder of shares of Class B Common Stock (“Rollover Shares”) of Hive Bidco, Inc. (the “Company”);

WHEREAS, Seller and Purchaser are parties to that certain Shareholders’ Agreement of the Company, dated as of [●], 2024 (as may be amended from time to time, the “Shareholders’ Agreement”); and

[LANGUAGE FOR CALL: WHEREAS, on [●], 20[●], Purchaser exercised a Call Option (as such term is defined under the Shareholders’ Agreement), such that Seller has an obligation to sell to Purchaser, and Purchaser has an obligation to buy from Seller, [●] Rollover Shares (the “Transfer Shares”);

WHEREAS, in connection with the exercise of the Call Option (as such term is defined under the Shareholders’ Agreement) by Purchaser, Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Transfer Shares for an aggregate purchase price of \$[●] (the “Purchase Price”) in cash.]

[LANGUAGE FOR PUT: WHEREAS, on [●], 20[●], [●]⁴ exercised its Put Option (as such term is defined under the Shareholders’ Agreement) such that Seller has an obligation to sell to Purchaser, and Purchaser has an obligation to buy from Seller, [●] Rollover Shares (the “Transfer Shares”);]

WHEREAS, in connection with the exercise of the Put Option (as such term is defined under the Shareholders’ Agreement) by [●], Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller the Transfer Shares for an aggregate purchase price of \$[●] (the “Purchase Price”) in cash.]

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

⁴ **Note to Draft:** To be Seller if the beneficial holder of the Transfer Shares also holds and exercises the Put Option.

ARTICLE 1 THE TRANSACTIONS

1.1 Purchase and Sale. On the date hereof, Seller hereby agrees to sell, transfer, convey and deliver to Purchaser, and Purchaser hereby agrees to purchase, accept and receive from Seller, in each case pursuant to the stock power referred to in Section 1.2 below, all of Seller's right, title and interest in, to and under the Transfer Shares, free and clear of all liens and other encumbrances (other than those created by the Shareholders' Agreement, transfer restrictions imposed by applicable securities laws, and created by Purchaser (the "Permitted Liens")) in consideration for the Purchase Price by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Exhibit A⁵ (the "Transaction", and the consummation of such Transaction, the "Closing").⁶

1.2 Share Certificates; Stock Power. Prior to Closing, the Seller shall deliver or cause to be delivered to the Purchaser any existing share certificate(s) in respect of the Transfer Shares (or, in respect of any such missing certificate(s), a duly executed indemnity in customary form), together with a duly executed stock power endorsed in blank (in form and substance reasonably acceptable to Purchaser), and, to the extent applicable, the Purchaser shall cause a new or amended share certificate to be issued in respect of any remaining Rollover Shares held by the Seller within 14 days after Closing.

1.3 Final Option Price. Seller hereby agrees that the Purchase Price represents the applicable Final Option Price (as such term is defined in the Shareholders' Agreement) for the Transaction.

1.4 Withholding. Purchaser is authorized to withhold from payments under this Agreement, and to pay over to a federal, state or local tax authority any amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any applicable provisions of any other federal, state or local law. Any amounts so withheld and paid to a federal, state or local tax authority for the account of the Seller shall be treated as paid to the Seller for all purposes of this Agreement and shall be offset against the net amounts otherwise payable to the Seller.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller represents and warrants to Purchaser that the following statements set forth in this ARTICLE 2 are true and correct. Seller makes no other representations or warranties (express or implied).

⁵ **Note to Draft:** Seller to provide Purchaser wire information at least three (3) business days prior to the Closing.

⁶ **Note to Draft:** This document does not envisage any conditions to Closing, but should be updated to accommodate any necessary governmental / regulatory conditions to the extent relevant at the time of exercise of the relevant put/call option.

2.1 Organization. Seller is a [●], with full power and authority to enter into this Agreement.⁷

2.2 Corporate Authorization. All corporate and other proceedings required to be taken by or on the part of the Seller to authorize it to execute, deliver and carry out this Agreement have been duly and properly taken.⁸

2.3 Title. Seller is the sole record [and beneficial]⁹ owner of the Transfer Shares free and clear of all liens and other encumbrances, other than the Permitted Liens. Other than the Permitted Liens, Seller has not granted any option or right, and is not a party to or bound by any agreement that requires or, upon the passage of time, the payment of money or occurrence of any other event, would require Seller to transfer any of the Transfer Shares to anyone other than the Purchaser pursuant to this Agreement.

2.4 No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, [or constitute a default under Seller's constituent documents]¹⁰ or any law, statute, ordinance, rule, regulation, order, agreement, contract, instrument, charter, by-laws, operating agreement, partnership agreement, organizational document, license, permit or authorization to which Seller is a party or by which Seller is bound.

2.5 Enforceability. This Agreement is the valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization and other laws of general application affecting enforcement of creditors' rights generally, and by laws related to the availability of specific performance, injunctive relief or other equitable remedies.

2.6 Inheritance Tax. No circumstances exist: (i) which have the effect that any Transfer Shares are subject to a charge under section 237 of the Inheritance Tax Act 1984 (the "IHTA"), and there are no circumstances under which such a charge could arise prior to Closing; or (ii) such that a power of sale, mortgage or charge could be exercised in relation to any Transfer Shares pursuant to section 212 of the IHTA.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Purchaser represents and warrants that each of the statements contained in this ARTICLE 3 is true and correct. Purchaser makes no other representations or warranties (express or implied).

3.1 Organization. Purchaser is a Delaware corporation, with full entity power and authority to enter into this Agreement.

⁷ **Note to Draft:** To include only to extent Seller is not an individual.

⁸ **Note to Draft:** To include only to extent Seller is not an individual.

⁹ **Note to Draft:** To include only to extent Seller is not a trust.

¹⁰ **Note to Draft:** To include only to extent Seller is not an individual.

3.2 Corporate Authorization. All corporate and other proceedings required to be taken by or on the part of Purchaser to authorize it to execute, deliver and carry out this Agreement have been duly and properly taken.

3.3 No Conflict. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under Purchaser's constituent documents or any law, statute, ordinance, rule, regulation, order, agreement, contract, instrument, charter, by-laws, operating agreement, partnership agreement, organizational document, license, permit or authorization to which Purchaser is a party or by which Purchaser is bound.

3.4 Enforceability. This Agreement is the valid and binding obligation of Purchaser enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization and other laws of general application affecting enforcement of creditors' rights generally, and by laws related to the availability of specific performance, injunctive relief or other equitable remedies.

ARTICLE 4 MISCELLANEOUS

4.1 Miscellaneous Provisions. Sections 12.4 (Governing Law), 12.5 (Dispute Resolution), 12.6 (Waiver of Jury Trial), 12.7 (Notices), 12.8 (Entire Agreement), 12.9 (Delays or Omissions), 12.12 (Further Assurances), 12.13 (Severability), 12.15 (Titles and Subtitles), 12.16 (Counterparts) and 12.17 (Specific Performance) of the Shareholders' Agreement shall apply *mutatis mutandis* to this Agreement.

4.2 Fees and Expenses. Except as contemplated by the Shareholders' Agreement, each party shall bear and pay all fees, costs and expenses (including all legal fees and expenses) that have been incurred or that are in the future incurred by, on behalf of or for the benefit of itself.

4.3 Survival. All representations and warranties contained in this Agreement or in any agreement, certificate, document or instrument delivered pursuant to this Agreement shall survive the Closing and shall not in any way be affected by any knowledge, investigation or finding made by or on behalf of any party. Each of Seller and Purchaser understand that the other relied upon such representations and warranties and that they form an integral part of the consideration without which the other would not have been willing to consummate the Transactions.

4.4 Amendments. Notwithstanding anything to the contrary in the Shareholders' Agreement, this Agreement may not be amended, modified or waived except with the written consent of Purchaser and Seller.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

SELLER:

[●]

By: _____

Name: [●]

Title: [●]

PURCHASER:

MARS SNACKING HOLDINGS, INC.

By: _____

Name: [●]

Title: [●]

EXHIBIT A

SELLER WIRE INFORMATION

US Instructions:

Bank Name:

Bank Address:

ABA Number:

Credit Account Name:

Credit Account #:

Credit Account Address:

OR

International Instructions:

Bank Name:

Bank Address

SWIFT Code:

US Pay Through ABA:

Credit Account Name:

Credit Account # (IBAN #):

Credit Account Address: