

Execution Version

DIRECTOR IRREVOCABLE UNDERTAKING

To: Eagle Bidco Ltd ("**Bidco**")
15 Esplanade
St Helier
Jersey
JE1 1RB

From: Harald Eisenaecher

6 August 2026

Dear Sirs

Proposed acquisition of easyJet plc ("**easyJet**")

1. BACKGROUND

- 1.1 I, the undersigned, understand that Bidco intends to announce the Acquisition (as defined below) substantially on the terms and subject to the conditions set out in the draft announcement to be made pursuant to Rule 2.7 of the City Code on Takeovers and Mergers (the "**Code**") and provided to me prior to signing this undertaking (the "**Undertaking**") (subject to such modifications as may be agreed between Bidco and easyJet or as may otherwise be required to comply with the requirements of the Panel on Takeovers and Mergers (the "**Panel**") or any relevant securities exchange or other regulatory authority, the Code or any applicable law or regulation) (the "**Rule 2.7 Announcement**").

This Undertaking is given in consideration of Bidco agreeing (subject to paragraph 7.3 below) to proceed with the Acquisition.

- 1.2 In this Undertaking, each of the following terms and expressions shall have the following meanings:

(a) the "**Acquisition**":

- (i) means the proposed acquisition by or on behalf of Bidco of the entire issued, and to be issued, ordinary share capital of easyJet, to be implemented by way of the Scheme or, subject to the terms of the co-operation agreement entered into by Bidco and easyJet on or around the date of this Undertaking (the "**Co-operation Agreement**") and, with the consent of the Panel, if and to the extent required, an Offer (as defined below); and
- (ii) includes any new, increased, renewed or revised acquisition proposal made by or on behalf of Bidco (or any person acting in concert with it) howsoever implemented;

(b) an "**Offer**":

- (i) means an offer by or on behalf of Bidco for the entire issued, and to be issued, ordinary share capital of easyJet by way of a takeover offer within the meaning of section 974 of the Companies Act 2006; and
 - (ii) includes any new, extended, increased or revised offer by or on behalf of Bidco (or any person acting in concert with it) for the entire issued, and to be issued, ordinary share capital of easyJet;
 - (c) **“Relevant Shares”** means collectively:
 - (i) the Existing Shares (as defined below);
 - (ii) any other easyJet Shares (as defined below) of which I may become the registered holder and/or the beneficial owner of (including through any nominee or trust arrangement) or in respect of which I am otherwise able to control and/or procure the exercise and/or transfer of all rights (including voting rights) after the date of this Undertaking (including as a result of any grant, vesting, exercise settlement or release of the Options (as defined below)); and
 - (iii) any other easyJet Shares or interests in easyJet Shares attributable to or deriving from any shares referred to in sub-paragraphs 1.2(c)(i) and 1.2(c)(ii) above (together with any shares referred to in paragraph 1.2(c)(ii), the **“Further Shares”**);
 - (d) the **“Scheme”**:
 - (i) means the proposed acquisition by or on behalf of Bidco of the entire issued, and to be issued, ordinary share capital of easyJet by way of a scheme of arrangement pursuant to Part 26 of the Companies Act 2006, substantially on the terms and subject to the conditions set out in the Rule 2.7 Announcement; and
 - (ii) includes any new, extended, increased or revised proposal by or on behalf of Bidco (or any person acting in concert with it) for the acquisition of the entire issued, and to be issued, ordinary share capital of easyJet to be implemented by way of a scheme of arrangement pursuant to Part 26 of the Companies Act 2006, including any modification or amendment to the terms of such scheme of arrangement agreed by easyJet and Bidco and approved or imposed by the Court (and, if and to the extent required, the Panel); and
 - (e) **“easyJet Shares”** means the ordinary shares of 27 ^{2/7} pence each in the capital of easyJet.
- 1.3 Unless the context otherwise requires, the singular shall include the plural (and vice versa) and references to **“paragraphs”** are to paragraphs in this Undertaking.
- 1.4 References in this Undertaking to **“procure”** shall be interpreted to include, where applicable, the giving of valid and timely instructions in relation to the relevant action, which instructions shall not subsequently be amended, revoked or withdrawn except in accordance with the terms of this Undertaking.

- 1.5 The words “**including**”, “**include**”, “**in particular**” and words of similar effect shall not be deemed to limit the general effect of the words that precede them.
- 1.6 Capitalised terms not otherwise defined in this Undertaking shall have the meanings given to them in the Rule 2.7 Announcement.

2. WARRANTIES

2.1 I irrevocably and unconditionally confirm, warrant and undertake to Bidco that:

- (a) I am the registered holder and/or the beneficial owner of (or am otherwise able to control and/or procure the exercise and/or transfer of) all rights, including voting rights, attaching to the number of easyJet Shares as set out in Part 1 and Part 2 of the Schedule to this Undertaking (the “**Existing Shares**”);
- (b) I am the holder of and/or am beneficially entitled to (or am otherwise able to control and/or procure the exercise of all rights, including exercise, vesting, settlement, conversion and similar rights attaching to) the number of options, awards and other similar rights set out in Part 3 and Part 4 of the Schedule to this Undertaking (the “**Options**”), subject always to the rules of the relevant share plan and the Applicable Law governing the Options;
- (c) Save as set out in the Schedule to this Undertaking, I am not interested in (as defined in the Code) (including, for the avoidance of doubt, in respect of any Options), or otherwise able to control and/or procure the exercise and/or transfer of any rights attributable to, any easyJet Shares or other securities of easyJet and I do not have any rights to subscribe for, purchase or otherwise acquire any easyJet Shares or other securities of easyJet (including any other options, warrants, awards and/or other rights over easyJet Shares);
- (d) if and to the extent I am granted any further options, warrants, awards and/or other similar rights over easyJet Shares prior to the Court sanctioning the Scheme (“**Additional Options**”), such Additional Options will form part of the undertakings given herein and all references to the Options shall include the Additional Options (if any) except any Options that are UK tax qualifying Options as set out in Part 4 of the Schedule to this Undertaking;
- (e) I am able to transfer, or procure the transfer, of the Relevant Shares on the Effective Date in accordance with the terms of the Acquisition; and
- (f) I have full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right, to enter into and perform my obligations under this Undertaking in accordance with its terms and to exercise (or, where applicable, procure the exercise of) all voting rights attaching to the Relevant Shares and otherwise to take all necessary actions (or procure that all necessary actions are taken) to approve the Scheme or accept the Offer (as applicable) in respect of the Relevant Shares and to transfer the Relevant Shares.

3. DEALINGS AND IRREVOCABLE UNDERTAKINGS

- 3.1 Prior to the earlier of: (i) the Acquisition becoming Effective; and (ii) my obligations under this Undertaking lapsing in accordance with paragraph 7, I irrevocably and unconditionally warrant and undertake to Bidco that I shall not (and, if I am not the registered holder of some or all of the Relevant Shares, I shall procure that the registered holder that holds such Relevant Shares shall not):
- (a) other than: (i) pursuant to the Acquisition, or (ii) as part of a “sell to cover” arrangement applying to the Options under which sufficient Relevant Shares are sold to cover the income tax and social security due on exercise of an Option, sell, transfer, charge, encumber, pledge, grant any option (or other right) over or otherwise deal in or dispose of (or permit the sale, transfer, charging, pledging or other disposition or creation or grant of any other encumbrance or option of or over) any of the Relevant Shares, except any Relevant Shares acquired through a UK tax qualifying plan as set out in Part 2 and Part 4 of the Schedule to this Undertaking, or any interest in the Relevant Shares;
 - (b) accept, or give any undertaking (whether conditional or unconditional) to accept, any offer or transaction (whether to be implemented by way of scheme of arrangement, contractual offer or otherwise), other than in respect of the Acquisition in respect of all or any of the Relevant Shares, except any Relevant Shares acquired through a UK tax qualifying plan as set out in Part 2 and Part 4 of the Schedule to this Undertaking (in each case, conditionally or unconditionally);
 - (c) exercise (or, where applicable, procure the exercise of) any voting rights attaching to the Relevant Shares in favour of any shareholder resolution, scheme of arrangement or other transaction which is competing (or would reasonably be expected to compete) with the Acquisition or which would (or would reasonably be expected to) otherwise impede, restrict, delay or frustrate implementation of the Acquisition (including the Scheme becoming effective or the Offer becoming unconditional);
 - (d) in relation to the Relevant Shares that are not acquired through a UK tax qualifying plan as set out in Part 2 and Part 4 of the Schedule to this Undertaking, requisition or join in the requisitioning of any general or class meeting of easyJet which would (or would reasonably be expected to) impede, restrict, delay or frustrate implementation of the Acquisition (including the Scheme becoming effective or the Offer becoming unconditional); and
 - (e) except in relation to any Relevant Shares acquired through a UK tax qualifying plan as set out in Part 2 and Part 4 of the Schedule to this Undertaking other than pursuant to the Acquisition, enter into any agreement or arrangement, permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise with any person (whether conditionally or unconditionally):
 - (i) to do all or any of the acts referred to in paragraphs 3.1(a) to 3.1(d) (inclusive); or

- (ii) which, in relation to the Relevant Shares, would or would reasonably be expected to preclude me from complying with my obligations under this Undertaking,

and references in this paragraph 3.1(e) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not legally binding or subject to any conditions, or which is to take effect upon or following this Undertaking ceasing to be binding or upon or following any other event.

- 3.2 The obligations under paragraph 3.1 (if and to the extent applicable) shall not restrict me from selling or disposing of such numbers of Relevant Shares (or interest in such Relevant Shares) following the Court Meeting and the General Meeting to the extent required as part of my bona fide tax planning, and provided always that the intended transferee or beneficiary enters into an undertaking in favour of Bidco in terms no less favourable to Bidco than those set out herein.

4. SCHEME

- 4.1 I irrevocably undertake to Bidco that, if the Acquisition is implemented by way of the Scheme, then at all times prior to the earlier of: (i) the Acquisition becoming Effective; or (ii) this Undertaking lapsing in accordance with paragraph 7:

- (a) I shall exercise or, where applicable, procure the exercise of all rights attaching to the Relevant Shares to vote (whether on a show of hands or a poll and whether in person or by proxy) in favour of, or otherwise in accordance with the written instructions of Bidco, any and all resolutions (whether or not amended) proposed at:

- (i) any meeting of easyJet Shareholders convened by order of the Court (including any adjournment thereof) for the purposes of considering and, if thought fit, approving the Scheme (the “**Court Meeting**”); and
- (ii) any general or class meeting of easyJet Shareholders (including any adjournments thereof) convened in connection with the Scheme and/or the Acquisition and any related matters (the “**General Meeting**”),

which are required to give effect to the Scheme and/or the Acquisition, including exercising (or, where applicable, procuring the exercise of) the voting rights attached to the Relevant Shares on any resolution which would assist or impact implementation of the Scheme if it were passed at a general, class or other meeting of easyJet Shareholders, only in accordance with Bidco’s directions;

- (b) without prejudice to any right I have to attend and vote in person at any Court Meeting and General Meeting, after the publication of the circular to be sent to easyJet Shareholders containing (among other things) the explanatory statement in respect of the Scheme (the “**Scheme Document**”), I shall return or, where applicable, procure the return of, fully completed and executed forms of proxy enclosed (or otherwise made available) with the Scheme Document in accordance with the instructions printed on such forms of proxy (and, in respect of any Relevant Shares in uncertificated form, shall take or procure the taking

of all other actions required to make valid proxy appointments and give valid proxy instructions), and shall appoint (or, where applicable, procure the appointment of) the chair of the relevant meeting (or such other person Bidco may nominate from time to time) as my proxy to attend and exercise all voting rights attaching to the Relevant Shares at the relevant meeting in accordance with my instructions (such instructions being compliant in all respects with my obligations under this Undertaking), as soon as practicable and in any event by no later than the proxy deadline as set out in the relevant notice of meeting;

- (c) I shall not or, where applicable, shall procure that no action is taken (or no rights are exercised) to, amend, revoke or withdraw any proxy submitted in accordance with paragraph 4.1(b) and I shall not or, where applicable, shall procure that no action is taken (or no rights are exercised) to, other than with the prior written consent of Bidco, submit any new form of proxy or other proxy instructions (in each case, whether in writing or by attendance at any General Meeting or any Court Meeting or otherwise); and
- (d) subject to any dealing restriction preventing me from doing so, I shall accept or, where applicable, procure the acceptance of, any proposal made by Bidco to holders of options over easyJet Shares in compliance with Rule 15 of the Code, in respect of any and all outstanding Options held by me, no later than five Business Days after the despatch of such proposal to the holders of options and awards over easyJet Shares, or shall otherwise ensure that any Relevant Shares arising on the grant, vesting, exercise, settlement or release of the Options prior to the effective date of the Scheme (or, where applicable, the unconditional date for the Offer) participate in the Scheme or the Offer (as applicable).

5. OFFER

- 5.1 I acknowledge that Bidco shall have the right and may elect at any time (subject to the terms of the Co-operation Agreement and with the consent of the Panel, and whether or not the Scheme Document has been despatched) to implement the Acquisition by way of an Offer rather than by way of a Scheme. In the event that the Acquisition is so implemented, I irrevocably and unconditionally undertake to Bidco that this Undertaking and my obligations hereunder will continue to be binding *mutatis mutandis* to the Offer in respect of the Relevant Shares, except any Relevant Shares acquired through a UK tax qualifying plan as set out in Part 2 and Part 4 of the Schedule to this Undertaking. Without prejudice to the generality of the foregoing, I irrevocably and unconditionally undertake:

- (a) to accept, procure acceptance of (or in the case of Relevant Shares held in uncertificated form, instruct the relevant intermediaries or brokers to accept, the Offer in respect of the Relevant Shares), except any Relevant Shares acquired through a UK tax qualifying plan as set out in Part 2 and Part 4 of the Schedule to this Undertaking, as soon as possible and in any event by no later than 5.00 p.m. on the tenth Business Day after publication of the formal document containing the Offer (the “**Offer Document**”) provided that, in the case of Relevant Shares held in uncertificated form, such instruction is given so as to enable the relevant intermediaries or brokers to accept, the Offer in respect of the Relevant Shares by 1.00 p.m. on Day 21 (as defined in the Code) (or, in respect of any interests in easyJet Shares acquired by me after publication of the

Offer Document, as soon as practicable and in any event by 1.00 p.m. on the tenth Business Day following such acquisition provided that, in the case of Relevant Shares held in uncertificated form, such instruction is given so as to enable the relevant intermediaries or brokers to accept, the Offer in respect of the Relevant Shares occurs by 1.00 p.m. on the Business Day before the date on which Bidco is required to make the next announcement under Rule 17.1(a)(i)) and shall take, or procure the taking of, any other actions which may be required by Bidco to facilitate the valid acceptance of the Offer in respect of the Relevant Shares (including the returning, or procuring the return of, fully completed and executed form(s) of acceptance enclosed (or otherwise made available) with the Offer Document in accordance with the instructions printed on such form(s) of acceptance);

- (b) notwithstanding the provisions of the Code or any terms of the Offer regarding withdrawal, not to or, where applicable, to procure that no action is taken (or no rights exercised) to, amend, revoke or withdraw any acceptance of the Offer in respect of all or any of the Relevant Shares;
- (c) if requested by Bidco in respect of any vested and exercisable Options as at the date of publication of the Offer Document, subject always to the terms (including the applicable plan rules) of the applicable easyJet share plan or incentive scheme, and to any restrictions on dealing in such securities imposed by Applicable Law (as defined below) and/or any *bona fide* share dealing code adopted by easyJet from time to time:
 - (i) validly exercise (or procure the valid exercise of) the requested number of vested and exercisable Options by no later than 5.00 p.m. on the tenth Business Day after the date of the publication of the Offer Document or, if the request from Bidco is received after such time, by no later than 5.00 p.m. on the tenth Business Day after receipt of such request;
 - (ii) take all actions and do all things necessary in each case to the maximum extent within my control (including, without limitation, the payment of any applicable exercise price) promptly to receive the relevant number of easyJet Shares upon such exercise, vesting or settlement of the Options(s) (the “**Settled Options**”) and, for the avoidance of doubt, such Settled Options shall constitute Relevant Shares from the date of such exercise and shall be subject to and governed by the terms of this Undertaking accordingly;
- (d) if so required by Bidco, to execute, or procure the execution of, all such other documents and do all such things as may be necessary to give Bidco the full benefit of the obligations under this Undertaking.

5.2 Any and all references to the Scheme shall, where the context permits, be read as references to the Offer (or, as applicable, to both the Scheme and the Offer), including:

- (a) references to the Scheme becoming effective shall be read as references to the Offer becoming or being declared unconditional; and

- (b) the Scheme lapsing or being withdrawn shall be read as references to the lapsing or withdrawal of the Offer.

6. PUBLICITY

6.1 I acknowledge and irrevocably and unconditionally consent to:

- (a) the Rule 2.7 Announcement containing references to me (and, if applicable, the registered holder(s) of any easyJet Shares (including any nominee or trustee) in which I have (or, as the case may be, will have) a beneficial interest) and to this Undertaking;
- (b) the inclusion of references to me (and, if applicable, the registered holder(s) of any easyJet Shares (including any nominee or trustee) in which I have (or, as the case may be, will have) a beneficial interest) and to this Undertaking being set out in the Scheme Document and any Offer Document (if applicable) and any other announcement or document made or issued in connection with the Acquisition;
- (c) particulars of this Undertaking being set out and/or described in the Rule 2.7 Announcement (as well as any other announcement made in connection with the Acquisition, the Scheme Document or Offer Document (as applicable)) and any supplementary circular under Rule 2 published by Bidco (or any person acting in concert with it) or easyJet in connection with the Acquisition; and
- (d) this Undertaking being disclosed to the Panel and being published on a website and made available for inspection as required by Rule 26.2 and Note 4 on Rule 21.2 of the Code, any additional requirements of the UK Listing Rules or the Disclosure Guidance and Transparency Rules of the Financial Conduct Authority.

6.2 I shall inform Bidco promptly of all information relating to my dealings in easyJet Shares and the performance of my obligations under this Undertaking that Bidco may require in order to comply with the rules and requirements of the Code, the UK Listing Rules, the Disclosure Guidance and Transparency Rules, the Panel, the Financial Conduct Authority, the Court, the London Stock Exchange, the Companies Act 2006 and any other applicable law or regulation or the rules of any regulatory body or stock exchange (“**Applicable Law**”) and I shall notify Bidco in writing as soon as practicable of any material change in the accuracy or import of any such information, or of any warranty given by me under this undertaking and shall consent to the public disclosure of such information.

6.3 I understand that certain information provided to me in connection with the Acquisition is given in confidence and may constitute inside information for the purposes of the Criminal Justice Act 1993 (“**CJA**”) or the Market Abuse Regulation (EU) No 596/2014 (as it forms part of assimilated law as defined in the EU (Withdrawal) Act 2018 in the United Kingdom) (“**UK MAR**”). I shall keep such information strictly confidential, save as required by Applicable Law, until such time as the Rule 2.7 Announcement containing details of the Acquisition is released or the information has otherwise become generally or publicly available.

6.4 I acknowledge that, by entering into this Undertaking:

- (a) the provisions of Rule 2.10(b) of the Code apply to Bidco which include the obligation of Bidco to announce the details of this Undertaking by no later than 12.00 p.m. (noon) on the Business Day following the date of this Undertaking; and
- (b) the provisions of Rule 2.10(c) and Rule 8 of the Code apply to me which include the obligation to make prompt announcements and notifications after becoming aware that I shall not be able to comply with the terms of this Undertaking or no longer intend to do so.

6.5 I shall, where applicable, provide Bidco as soon as reasonably practicable with the details of my acceptance of the Offer and, if relevant, the appointment of any proxy as Bidco may reasonably require to comply with the rules and requirements of the Code and the Panel.

7. LAPSE OF UNDERTAKING

7.1 Without prejudice to any accrued rights or liabilities, this Undertaking and my obligations under this Undertaking will lapse and cease to have effect on the earlier of the following occurrences:

- (a) the Rule 2.7 Announcement is not released by 11:59 p.m. on the date of this Undertaking (or such later time and/or date as Bidco and easyJet may agree, with the consent of the Panel, if required);
- (b) following release of the Rule 2.7 Announcement, Bidco announces, with the consent of the Panel that it does not intend to proceed with the Acquisition and no new, revised or replacement Offer or Scheme is announced by or on behalf of Bidco (or any person acting in concert with it) in accordance with Rule 2.7 of the Code within 10 Business Days of such announcement;
- (c) if the Scheme lapses or is withdrawn in accordance with its terms (or having announced its election to implement the transaction by way of an Offer, that Offer is subsequently withdrawn or lapses in accordance with its terms) provided that this paragraph 7.1(c) shall not apply to any such withdrawal or lapse (not limited in number), which:
 - (i) is a result of Bidco exercising its right, in accordance with the Code and the terms of the Co-operation Agreement, to elect to implement the Acquisition by way of an Offer rather than by way of a Scheme or vice versa; or
 - (ii) is followed within 10 Business Days by a new, revised or replacement takeover offer (within the meaning of section 974 of the Companies Act 2006) or scheme of arrangement (pursuant to Part 26 of the Companies Act 2006) announced by or on behalf of Bidco (or any person acting in concert with it) in accordance with Rule 2.7 of the Code;
- (d) any competing offer for the entire issued, and to be issued, ordinary share capital of easyJet is made which becomes or is declared unconditional (if implemented

by way of a takeover offer within the meaning of section 974 of the Companies Act 2006) or otherwise becomes effective (if implemented by way of a scheme of arrangement pursuant to Part 26 of the Companies Act 2006);

- (e) if Bidco announces its valid and binding election to implement the Acquisition by way of an Offer and the Offer Document is not published within 28 days (or such longer period as the Panel may agree) after the date of the announcement of such election, unless, on or before that date (as extended, if applicable) Bidco announces its election to implement the Acquisition by way of a Scheme or otherwise; or
- (f) the Scheme has not become effective by 11.59 p.m. on the Long Stop Date (as defined in the Rule 2.7 Announcement).

7.2 On the termination of this Undertaking, I shall have no claim against Bidco and neither shall Bidco have any claim against me, save in respect of any prior breach of this Undertaking. This paragraph shall survive the lapse of this Undertaking.

7.3 Nothing in this Undertaking shall oblige Bidco to release the Rule 2.7 Announcement or otherwise announce or proceed with the Acquisition (whether pursuant to the Scheme, the Offer or otherwise) if it is not required to do so under the Code.

8. GOVERNING LAW AND JURISDICTION

This Undertaking and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law. Bidco and I agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Undertaking and that accordingly any proceedings arising out of or in connection with this Undertaking shall be brought in such courts. Bidco and I irrevocably submit to the jurisdiction of the English courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

9. MISCELLANEOUS

9.1 I confirm that Barclays Bank PLC, acting through its Investment Bank, and PJT Partners (UK) Limited are acting for Bidco and no-one else in connection with the Acquisition and are not responsible to me for providing any protections afforded to their clients or customers or for advising me on any matters relating to this Undertaking or the Acquisition.

9.2 I confirm that I have been given an adequate opportunity to consider whether or not to enter into this Undertaking and to obtain independent advice.

9.3 I acknowledge and agree that damages may not be an adequate remedy if I should breach any of my obligations under this Undertaking and, without prejudice to any other remedies Bidco may have, Bidco shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Undertaking and no proof of special damages shall be necessary for the enforcement by Bidco of such rights.

- 9.4 Notwithstanding any other provision of this Undertaking, I shall not be in breach of any obligation under Clause 3.1(b) – 3.1(e), Clause 4 or Clause 5 of this Undertaking, and equitable remedies (in particular specific performance and injunctive relief) shall not be available against me, to the extent that any non-compliance with my obligations under Clause 3.1(b) – 3.1(e), Clause 4 or Clause 5 of this Undertaking, including (without limitation) any failure to vote, submit or procure the submission of a form of proxy, accept or procure acceptance of an Offer, or transfer or procure the transfer of Relevant Shares, which is solely attributable to a technical, operational, or administrative failure, delay, error, or omission by any third-party intermediary, custodian, sub-custodian, depository, clearing system, central securities depository, nominee or retail bank through which the Relevant Shares are held, settled, or administered (including but not limited to ING-DiBa AG, Clearstream Banking AG and Vidacos Nominees Ltd), to act on valid and timely instructions given by me in accordance with such intermediary's applicable procedures, provided that: (i) I have given the relevant instructions to ING-DiBa AG within the timeframe specified in this Undertaking and in any event so as to be received by ING-DiBa AG no later than any time (if any) specified by ING-DiBa AG in accordance with applicable procedures for the submission of votes or forms or instructions of proxy (in the case of a Scheme) or form or instructions of acceptance (in the case of an Offer) and/or related documentation as required under such applicable procedures; (ii) I have notified Bidco in writing (email being sufficient) without undue delay upon becoming aware of any such failure, delay, error, or omission, by the relevant intermediary; and (iii) I am using, and continue to use, reasonable endeavors to procure compliance with the terms of this Undertaking.
- 9.5 Any time, date or period referred to in this Undertaking may be varied by mutual agreement in writing between me and Bidco but, as regards any time, date or period originally fixed, or as varied, time shall be of the essence and all times referred to in this Undertaking are London times unless otherwise stated.
- 9.6 This Undertaking supersedes any previous written or oral agreement between me and Bidco in relation to the matters dealt with in this Undertaking and contains the whole agreement between me and Bidco in relation thereto, to the exclusion of any terms implied by law which may be excluded by contract. I acknowledge that I have not been induced to sign this Undertaking by any representation, warranty or undertaking not expressly incorporated into it.
- 9.7 The invalidity, illegality or unenforceability of any provision of this Undertaking shall not affect the continuation in force of the remainder of this Undertaking.
- 9.8 The *ejusdem generis* principle of construction shall not apply to this Undertaking. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.
- 9.9 This Undertaking shall be binding on my estate and personal representatives. I shall not assign or purport to assign any of my rights or benefits under this Undertaking.
- 9.10 Except if and to the extent otherwise specified, the undertakings and obligations set out in this Undertaking are unconditional and irrevocable.

- 9.11 A person who is not a party to, or a recipient of, this Undertaking has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Undertaking.



Signed by (print name) Harald Eisenächer

We agree and acknowledge receipt of this Undertaking:

Signed by (print name) _____
for and on behalf of Bidco

Signed by (print name) _____

We agree and acknowledge receipt of this Undertaking:

[Redacted]

Signed by (print name)
for and on behalf of Bid

[Redacted]

SCHEDULE**Part 1: Ownership of Existing Shares**

Number of easyJet Shares	Exact name(s) of registered holder as appearing on the register of members	Beneficial owner(s)
20,000	Vidacos Nominees Limited	Harald Eisenaecher

Part 2: Ownership of UK Tax Qualified SIP Shares

Number of easyJet Shares	Share plan	Vesting / Date
-	-	-

Part 3: Ownership of Options

Number of easyJet Shares subject to Option	Share plan	Vesting / maturity date
-	-	-

Part 4: UK Tax Qualified SAYE Options

Number of easyJet Shares subject to Option	Share plan	Vesting Date
-	-	-