Execution Version

DEED OF IRREVOCABLE UNDERTAKING

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

From: Polys Haji-Ioannou

6 August 2026

Dear Sirs

Proposed acquisition of easyJet plc ("easyJet")

1. BACKGROUND

1.1 I, the undersigned, understand that Bidco (an entity affiliated with Apollo Management X, L.P. (together with Apollo Global Management, Inc. and its subsidiaries ("**Apollo**")), on behalf of certain of its managed investment funds (the "**Apollo Funds**")), intends to announce a firm intention to make an offer for the entire issued and to be issued share capital of easyJet, to be implemented by way of a Scheme (as defined below) or an Offer (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 (subject to such non-material modifications as may be agreed between Bidco and easyJet and which are, in Bidco's opinion (acting reasonably) not prejudicial to my interests, 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**").

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

(a) "**Acquisition**":

(i) means the proposed acquisition under the Code by or on behalf of Bidco (or any person acting in concert with it) 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 in connection with the Acquisition (the "**Co-operation Agreement**") and with the consent of the Panel, if 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) "**Cash Offer**" means £7.15 in cash for each easyJet Share held by an easyJet Shareholder under the terms of the Acquisition, as set out in the Rule 2.7 Announcement, or such higher amount in cash for each easyJet Share as may be

[redacted]

announced by Apollo or Bidco under the terms of the Acquisition following the date of this undertaking;

(c) "**easyJet Shares**" means the ordinary shares of 27 $^{2/7}$ pence each in the capital of easyJet;

(d) an "**Offer**":

(i) means an 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 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 to be implemented by way of a takeover offer within the meaning of section 974 of the Companies Act 2006;

(e) "**Relevant Shares**" means collectively:

(i) the Existing Shares (as defined below);

(ii) any other easyJet Shares (as defined above) of which I may become the registered holder and/or the beneficial owner (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; and

(iii) any other easyJet Shares or interests in easyJet Shares attributable to or deriving from any shares referred to in sub-paragraph 1.2(e)(i) and 1.2(e)(ii) above (together with any shares referred to in paragraph 1.2(e)(ii), the "**Further Shares**");

(f) the "**Scheme**":

(i) means the proposed acquisition by or on behalf of Bidco (or any person acting in concert with it) 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 pursuant to the requirements, or with the approval, of the Court.

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.

[redacted]

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 warrant to Apollo and 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 against my name in the Schedule to this undertaking (the "**Existing Shares**") and that the Existing Shares are not subject to any securities lending, hedging, contracts for difference or similar arrangements;

(b) the Schedule to this undertaking represents a complete and accurate list of all easyJet Shares and other securities in easyJet of which I am the registered holder and/or beneficial owner (or in relation to which I am otherwise able to control and/or procure the exercise and/or transfer of all rights, including voting rights) and, save as set out in the Schedule to this undertaking, I am not interested in (as defined in the Code), 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;

(c) I hold, and am able to transfer, or procure the transfer, of, the Relevant Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to the Relevant Shares, including voting rights and the right to receive and retain all dividends, distributions and/or other return of capital or value announced, authorised, declared, made or paid, or which become payable, after the date of this undertaking (save as otherwise provided for pursuant to the terms of the Acquisition); and

(d) 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 Subject to paragraph 9, I irrevocably and unconditionally undertake to Apollo and 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 any person (including, for the avoidance of doubt, any of my close relatives and/or any of my or their related trusts (in each case as defined in the Code)) registered as the holder of such Relevant Shares shall not):

(a) other than pursuant to the Acquisition, 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), including pursuant to any securities lending, hedging, contracts for difference or similar arrangements, all or any of the Relevant Shares or any interest in the Relevant Shares, or accept, or give any undertaking 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 (in each case, conditionally or unconditionally);

(b) exercise (or, where applicable, procure the exercise of) any voting rights attaching to the Relevant Shares to vote in favour of any shareholder resolution, offer, scheme of arrangement, merger or other form of transaction (including any form of transaction relating to the acquisition of any shares in easyJet by a third party) involving easyJet or any member of the easyJet Group 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) (a "**Competing Transaction**") other than in accordance with the instructions of Bidco or Apollo;

(c) accept, in respect of any Relevant Shares, any offer relating to a Competing Transaction or express my support publicly for any proposed Competing Transaction;

(d) in relation to the Relevant Shares, 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) solicit (whether directly or indirectly) any general offer for easyJet Shares from any third party or any proposal for a merger of easyJet with any other entity or with respect to any proposal regarding any other form of Competing Transaction, provided that, for the avoidance of doubt, I shall not be restricted from discussing any such general offer or any such proposal for a merger (including my support thereof or my election for any share or other securities alternatives) with any third party which contacts me without my having solicited, facilitated or procured the making of (in each case, whether directly or indirectly) such discussions;

(f) save as required by Applicable Law, other than with Bidco's prior written consent, make any public announcement or statement with respect to the Acquisition or a Competing Transaction;

(g) 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) with respect to a Competing Transaction or to do all or any of the acts referred to in paragraphs 3.1(a) to 3.1(f) (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(g) 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 Paragraph 3.1 (if and to the extent applicable) shall not restrict me from selling, transferring, charging, encumbering, granting any options over or otherwise disposing or creating or granting of any other encumbrance or option of, or over, all or any Relevant Shares (or interest in such Relevant Shares) (each an "**Activity**") where such Activity is undertaken:

(a) to cover any liability for tax;

(b) to effect a sale or transfer of any Relevant Shares to my connected persons (as that term is used in sections 252 to 254 of the Companies Act 2006) or to a close relative and/or any of my or their related trusts (in each case as defined in the Code); or

(c) as part of my bona fide tax planning,

provided that: (i) I notify Bidco not less than five Business Days prior to the date on which such Activity will occur; and (ii) I procure that the transferee, beneficiary of the transferee or beneficiary of any security interest created by such Activity (as applicable) signs and delivers, by no later than the date on which the relevant Activity takes place, an irrevocable undertaking on terms no less favourable to Bidco than those set out in this Undertaking and which does not contain this paragraph 3.2 or any provision similar to it, but which does include an undertaking on the same terms as those set out in paragraphs 2, 3.1, 6 and 9.1.

4. SCHEME

Subject to paragraph 9, I irrevocably and unconditionally undertake to Apollo and Bidco that, if the Acquisition is implemented by way of the Scheme, then at all times prior to the Scheme becoming effective:

(a) I shall exercise or, where applicable, procure the exercise of (including by, as soon as reasonably practicable following the date of this undertaking, requesting the return of the Relevant Shares or otherwise unwinding any securities lending, hedging, contracts for difference or similar arrangements so as to fulfil my obligations pursuant to this undertaking on a timely basis (and, for the avoidance of doubt, without prejudice to any rights conferred on Bidco by virtue of paragraph 2.1(a) and 3.1(a) in such respect)) 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 or Apollo, 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, if and to the extent I am entitled to do so, approving any arrangement with any easyJet Shareholders for the purposes of Rule 16 and Rule 21 of the Code);

(b) I shall exercise or, where applicable, procure the exercise of, all voting rights attaching to the Relevant Shares to vote (whether on a show of hands or a poll and whether in person or by proxy) against any resolution (whether or not amended) which is proposed at the Court Meeting or General Meeting which:

(i) would or would reasonably be expected to have any adverse impact on the fulfilment of any condition to the Acquisition;

(ii) would or would reasonably be expected to impede, restrict, delay or frustrate the Acquisition in any way (which shall include any resolution to approve a Competing Transaction); or

(iii) otherwise would or would reasonably be expected to adversely impact the timing and/or implementation of the Acquisition or compete with the Acquisition;

(c) I shall exercise or, where applicable, procure the exercise of, all rights attaching to the Relevant Shares to requisition or join in the requisitioning of any General Meeting for the purpose of voting on any resolution referred to in paragraph 4(a) or 4(b), or to require easyJet to give notice of any such meeting, only in accordance with the written instructions of Bidco or Apollo;

(d) without prejudice to any right I have to attend and vote in person at any Court Meeting and General Meeting, after the despatch 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 each of the Court Meeting and the General Meeting (as applicable) (or such other person Bidco or Apollo may nominate from time to time) as my proxy to attend and exercise all voting rights attaching to the Relevant Shares at each of the Court Meeting and the General Meeting (as applicable) in accordance with my instructions (such instructions being compliant in all respects with my obligations under this undertaking) by no later than the latest time allowed for the lodging of proxies for the Court Meeting and General Meeting to be set out in the Scheme Document;

(e) 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(d) 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 or Apollo, 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).

5. OFFER

5.1 I acknowledge that Bidco shall have the right and may elect at any time (subject to the terms of any 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.

5.2 If an Offer is made by or on behalf of Bidco (or any person acting in concert with it), I irrevocably and unconditionally undertake to Bidco and Apollo that this undertaking and my obligations hereunder will continue to be binding *mutatis mutandis* to the Offer in respect of the Relevant Shares. Without prejudice to the generality of the foregoing, I irrevocably and unconditionally undertake:

(a) to accept, or procure acceptance of, the Offer:

(i) in respect of any Existing Shares, by no later than 3.00 p.m. on the tenth Business Day after publication of the formal document containing the Offer (the "**Offer Document**"); or

(ii) in respect of any Further Shares, by the earlier of: (y) 3.00 p.m. on the tenth Business Day after the date on which I become able to control the exercise of all rights, including voting rights, attaching to those Further Shares; and (z) the latest time allowed for accepting the Offer to be set out in the Offer Document,

and shall take, or procure the taking of, any other actions which may be required by Bidco (or any person acting in concert with it) to facilitate the valid acceptance of the Offer in respect of the Relevant Shares (including the

142968701.1

[redacted]

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; and

(c) if so required by Bidco or Apollo, to execute, or procure the execution of, all such other documents and do all such things as may be necessary to give Bidco or Apollo the full benefit of the obligations under this undertaking and in respect of such Offer, including by, as soon as reasonably practicable following the date of this undertaking, requesting the return of the Relevant Shares or otherwise unwinding any securities lending, hedging, contracts for difference or similar arrangements (and, for the avoidance of doubt, without prejudice to any rights conferred on Bidco by virtue of paragraph 2.1(a) and 3.1(a) in such respect) so as to fulfil my obligations pursuant to this undertaking on a timely basis.

5.3 If an Offer is made by or on behalf of Bidco (or any person acting in concert with it), any and all references in this undertaking 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 the withdrawal of the Offer.

6. ALTERNATIVE OFFER

Subject to paragraph 9, I irrevocably and unconditionally undertake to Bidco and Apollo (whether Bidco (or any person acting in concert with it) implements the Acquisition by way of the Scheme or an Offer) that I shall elect or, where applicable, procure that such election is made, for the unlisted share alternative to be provided in connection with the Acquisition (the "**Alternative Offer**") in respect of all of the Relevant Shares (other than any Relevant Shares subject to an Activity pursuant to paragraph 3.2) (the "**Election**") and in respect of such Election:

(a)

(i) in respect of any Relevant Shares in certificated form, I shall return, or, where applicable, procure the return of, fully completed and executed form(s) of election for the Alternative Offer enclosed (or otherwise made available) with the Scheme Document or Offer Document (as applicable) in accordance with the instructions printed on such form(s) of election; and

(ii) in respect of any Relevant Shares in uncertificated form, I shall complete and transmit or, where applicable, procure the completion and transmission of, an electronic instruction reflecting the Election in

[redacted]

accordance with the instructions set out in the Scheme Document or the Offer Document (as applicable) save that if such electronic instruction is not available or able to be transmitted I shall return or, where applicable, procure the return of a fully completed and executed form(s) of election (or otherwise made available) with the Scheme Document or Offer Document (as applicable) in accordance with the instructions printed on such form(s) of election,

in each case so that the form of election or electronic instruction (as applicable) is received by the appointed receiving agent no later than the latest time allowed for making the Election to be set out in the Scheme Document or the Offer Document (as applicable);

(b) I shall return or, where applicable, procure the return of any information and documentation as may be required by Apollo or Bidco or any other relevant person (including any corporate administrator, registrar or receiving agent) to facilitate the issuance of the Rollover Shares to me pursuant to or in connection with the Alternative Offer (including any information and documentation required to comply with applicable "know your customer", anti-money laundering, sanctions, EU or UK nationality requirements or similar laws or regulations from time to time), so that the relevant information or documentation is received by Apollo or Bidco or any other relevant person no later than the deadline to be set out in the Scheme Document or Offer Document (as applicable); and

(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 such Election submitted in accordance with paragraph 6(a), other than in accordance with the written instructions of Bidco or Apollo.

7. PUBLICITY

7.1 I acknowledge and irrevocably and unconditionally consent to:

(a) the Rule 2.7 Announcement (as well as any other announcement made in connection with the Acquisition) 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 of 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 related prospectus, exemption document or shareholder circular published by

[redacted]

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.

7.2 I understand that the information provided to me in connection with the Acquisition is given in confidence and must, save as required by 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, EU or beneficial ownership and control requirements and any other applicable law or regulation or the rules of any regulatory body or stock exchange ("**Applicable Law**"), be kept confidential 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. If and to the extent any such information is 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 comply with the applicable restrictions in those enactments on dealing in securities and disclosing inside information. I am aware of the criminal offence of insider dealing contained in Part V of the CJA and the prohibitions on insider dealing, unlawful disclosure and market manipulation in Articles 8, 10, 12, 14 and 15 of UK MAR.

7.3 I acknowledge that, by entering into this undertaking:

(a) the provisions of Rule 2.10(a) of the Code apply to Bidco, which include the obligation on 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.

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

8. POWER OF ATTORNEY

8.1 I irrevocably and by way of security appoint each of Apollo and Bidco and any partner, director or officer of Apollo and Bidco from time to time to be my attorney to execute and submit on my behalf and in my name forms of proxy for any Court Meeting or General Meeting (or, in the event of an Offer, form(s) of acceptance), and to sign, execute, deliver and submit (as applicable) any other documents or deeds and take any and all actions and do any and all things (including attending and voting at any general

[redacted]

or class meeting of easyJet) that may be necessary for, or incidental to, the performance of any or all of my obligations under this undertaking and the effectiveness and implementation of the Scheme (or acceptance and implementation of the Offer, if applicable) and my Election to receive the Alternative Offer pursuant to paragraph 6, if and to the extent that I have failed to comply with any such obligation within the relevant time specified for compliance (having been given not less than three Business Days' prior written notice of such failure). I irrevocably undertake to ratify and confirm any act properly performed by my attorney in accordance with the terms of this paragraph 8.

8.2 I acknowledge and agree that this power of attorney is given to secure the performance of my obligations under this undertaking and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 until such time as this undertaking lapses in accordance with the terms of paragraph 9.

9. LAPSE OF UNDERTAKING

9.1 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 5.00 p.m. on the second Business Day immediately following the date of this undertaking;

(b) following release of the Rule 2.7 Announcement, Apollo or Bidco announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition and no 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) is announced by or on behalf of Apollo or Bidco (or any person acting in concert with it) in accordance with Rule 2.7 of the Code within ten Business Days of such announcement;

(c) the Scheme lapses or is withdrawn in accordance with its terms (or Bidco having announced its election to implement the Acquisition by way of an Offer, that Offer is subsequently withdrawn or lapses in accordance with its terms), provided that this paragraph 9.1(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, 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 ten 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) the Scheme does not become effective by the Long-Stop Date, or, if Bidco elects to implement the Acquisition by way of an Offer, the Offer does not become

[redacted]

unconditional by the Long-Stop Date in accordance with the requirements of the Code;

(e) the Scheme becomes effective in accordance with its terms, or an Offer (if applicable) is declared unconditional in accordance with the requirements of the Code; or

(f) 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),

together the "**Lapsing Matters**" and each a "**Lapsing Matter**".

9.2 In addition to the Lapsing Matters, and without prejudice to any accrued rights or liabilities, my obligations under paragraphs 3.1(b), 3.1(d) to 3.1(f) (inclusive), 3.1(g) (if and to the extent that the lapsing and ceasing of my obligations under such paragraph does not conflict with my obligations under paragraph 6)), 4 and 5.2 (only) of this undertaking will lapse and cease to have effect if and to the extent that:

(a) prior to any Lapsing Matter occurring any third party announces a firm intention to make an offer (whether made by way of a takeover offer within the meaning of section 974 of the Companies Act 2006 or a scheme of arrangement pursuant to Part 26 of the Companies Act 2006) in accordance with Rule 2.7 of the Code for all the easyJet Shares not already owned by such third party or by any person acting in concert with it, provided that such offer provides for an amount of consideration in cash which is at least 9% per easyJet Share greater than the amount of the Cash Offer offered by Apollo or Bidco (or any person acting in concert with Bidco) under the terms of the Acquisition as at 5.00 p.m. on the last dealing day prior to the date of any such announcement by such third party (a "**Superior Proposal**"), and further provided that Apollo or Bidco (or any person acting in concert with Bidco) does not, within 14 days of the date of the announcement of the Superior Proposal, increase the amount of the Cash Offer offered by Apollo or Bidco (or any person acting in concert with Bidco) under the terms of the Acquisition to an amount of consideration in cash per easyJet Share which is equal to or exceeds the amount of the cash consideration per easyJet Share offered under the Superior Proposal (and, for the avoidance of doubt, my obligations under this undertaking shall continue for such 14 day period); or

(b) prior to the Court Meeting and the General Meeting, there has been a change to the terms of the reserved consent matters for a Material Shareholder forming part of the Alternative Offer as compared to those set out in the Topco Term Sheet made available at the time of release of the Rule 2.7 Announcement which has a material adverse effect on my legal rights or interests in the context of the Acquisition (including under the Alternative Offer);

9.3 On the termination of this undertaking, I shall have no claim against Apollo or Bidco, and neither Apollo nor Bidco shall have any claim against me, save in respect of any

[redacted]

prior breach of this undertaking. This paragraph shall survive the lapse of this undertaking.

9.4 Nothing in this undertaking shall oblige Apollo or 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), or authorise the despatch of the Scheme Document, or despatch the Offer Document (as applicable) if it is not required to do so under the Code.

10. GOVERNING LAW

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. I agree that the courts of England and Wales 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. I irrevocably submit to the jurisdiction of the court of England and Wales 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.

11. MISCELLANEOUS

11.1 I confirm that Barclays Bank PLC, acting through its Investment Bank, and PJT Partners (UK) Limited are each acting for Apollo and 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.

11.2 I shall inform Bidco promptly of all information relating to the performance of my obligations under this Undertaking that Bidco may require in order to comply with Applicable Law. I undertake to notify Apollo and Bidco as soon as reasonably practicable in writing of any change to or inaccuracy in any information supplied, or any warranty given, by me under this undertaking and I shall consent to the public disclosure of such information.

11.3 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.

11.4 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 Apollo or Bidco may have, Apollo and/or 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.

11.5 Any time, date or period referred to in this undertaking may be varied by mutual agreement in writing between me and Apollo or 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.

11.6 This undertaking supersedes any previous written or oral agreement between me and Apollo or Bidco in relation to the matters dealt with in this undertaking and contains the whole agreement between me and Apollo or 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 warranty or undertaking not expressly incorporated into it.

11.7 The invalidity, illegality or unenforceability of any provision of this undertaking shall not affect the continuation in force of the remainder of this undertaking.

11.8 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.

11.9 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.

11.10 Except if and to the extent otherwise specified, the undertakings and obligations set out in this undertaking are unconditional and irrevocable.

11.11 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.

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

EXECUTED
as a
DEED
by
Polys Haji-Ioannou
acting by his attorney
Sir Stelios Haji-Ioannou
under a power of attorney dated 24 July 2026,
in the presence of a witness

[redacted]

[redacted]

SCHEDULE

Ownership of Existing Shares

Party to irrevocable undertaking	Number of easyJet Shares	Exact name(s) of registered holder as appearing on the register of members	Beneficial owner(s)
Polys Haji-Ioannou	42,664,610	Securities Services Nominees Limited	Hodram Inc.
	296,000	Aurora Nominees Limited	Hodram Inc.

[redacted]