DEED OF IRREVOCABLE UNDERTAKING

To: TT Electronics plc (**TT Electronics**)
Fourth Floor
St Andrews House
West Street
Woking
Surrey
GU21 6EB

Cicor Technology Ltd. (**Cicor**)
Route de l'Europe 8
2017 Boudry
Switzerland

30 October 2025

Offer for TT Electronics plc

1. Introduction

We, the undersigned, understand that:

(a) Cicor is considering making an offer to acquire the entire issued and to be issued ordinary share capital of TT Electronics (the **Acquisition**);

(b) it is intended that the terms and conditions of the Acquisition will be set out in an announcement by Cicor of a firm intention to make an offer for TT Electronics under Rule 2.7 of the UK Takeover Code (the **Code**) in a form to be agreed between TT Electronics and Cicor (such announcement, the **Rule 2.7 Announcement**);

(c) it is intended that, before the release of the Rule 2.7 Announcement, TT Electronics and Cicor will enter into the Co-operation Agreement, which will include, among other things, an undertaking from Cicor to propose a shareholder resolution of Cicor to approve the appointment of a director of TT Electronics at the date of the Co-operation Agreement (which such director shall be determined by Cicor in its absolute discretion within 20 Business Days after the date of the Court Meeting and General Meeting) to the Cicor board of directors with effect from the Effective Date (the **TT Electronics Director**) (the **Director Appointment Resolution**); and

(d) we intend to support the appointment of the TT Electronics Director on the basis set out in this undertaking.

2. Representations and warranties

We represent and warrant to TT Electronics that:

(a) we are the registered holders and/or beneficial owners of (or are otherwise able to control the exercise of all rights, including voting rights, attaching to) 1,881,026 ordinary shares of CHF 10.00 each in the capital of Cicor (the **Shares**, which expression will be deemed to include any other shares in the capital of Cicor in which we acquire an interest as a registered holder and/or beneficial owner (or in respect of which we otherwise become able to control the exercise of all rights, including voting rights, attaching thereto), in each case, on or after the date of this undertaking but prior to the applicable voting record date in respect of the Cicor Shareholder Meeting (as defined below)); and

(b) we have full power and authority to enter into, deliver, perform and procure the fulfilment of our obligations under this undertaking.

3. Undertakings in relation to the TT Electronics Director

We irrevocably undertake to TT Electronics that, at the meeting of Cicor shareholders at which the Director Appointment Resolution is proposed by the board of Cicor (the **Cicor Shareholder Meeting**) in accordance with the Co-operation Agreement, we shall vote (or procure the voting) in favour of the Director Appointment Resolution at such meeting (or any adjournment thereof).

4. Publicity

We acknowledge and agree that:

(a) particulars of this undertaking will be disclosed in the Rule 2.7 Announcement, the Scheme Document and/or the Offer Document (as applicable);

(b) this undertaking will be published on a website following release of the Rule 2.7 Announcement; and

(c) if required, particulars of this undertaking may be disclosed in accordance with FinMIA and the SIX Exchange Regulation.

5. Lapse of undertaking

5.1 All obligations under this undertaking will lapse and cease to have any effect:

(a) immediately, if the Rule 2.7 Announcement is not released by 5.00 p.m. (London time) on the date of this undertaking (or any later date as may be agreed in writing between TT Electronics and Cicor);

(b) immediately, if Cicor announces, with the consent of the UK Takeover Panel and before the Scheme Document or the Offer Document (as applicable) is published, that it does not intend to proceed with the Acquisition, and no new, revised or replacement Scheme or Offer is announced in accordance with Rule 2.7 of the Code; or

(c) on and from the earlier of:

(i) 11.59 p.m. (London time) on the Long Stop Date (as defined in the Co-operation Agreement); and

(ii) the time and date on which the Offer or the Scheme (as applicable) is withdrawn or lapses in accordance with its terms, provided that this paragraph 5.1(c)(ii) will not apply where: (A) the Scheme is withdrawn or lapses as a result of Cicor exercising its right to implement the Acquisition by way of an Offer rather than a Scheme; or (B) a new, revised or replacement Scheme or Offer is announced in accordance with Rule 2.7 of the Code at the same time as such withdrawal or lapse; or

(d) if any competing offer for the issued and to be issued ordinary share capital of TT Electronics is made, on and from the time and date on which such competing offer becomes or is declared unconditional (if implemented by way of a takeover offer) or otherwise becomes effective in accordance with its terms (if implemented by way of a scheme of arrangement).

5.2 If our obligations in this undertaking lapse, we shall have no claim against TT Electronics and TT Electronics will have no claim against us, other than in respect of any prior breach of any of the terms of this undertaking. This paragraph shall survive lapse of this undertaking.

6. Miscellaneous

6.1 If any of the Shares are not registered in our name, we shall procure that the registered holder(s) of those Shares act in accordance with the terms of this undertaking.

6.2 Without prejudice to any other rights or remedies which TT Electronics may have, we acknowledge and agree that damages alone may not be an adequate remedy for any breach of any of our obligations in this undertaking and, accordingly, that TT Electronics will be entitled to seek an order for specific performance, an injunction or any other form of equitable relief for any actual or threatened breach of any such obligations and no proof of special damages will be necessary for the enforcement by TT Electronics of its rights.

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

6.4 We do not intend any term of this undertaking to be enforceable by any person other than us and/or TT Electronics under the Contracts (Rights of Third Parties) Act 1999.

6.5 No amendment to, or variation of, this undertaking will be effective unless agreed in writing between us and TT Electronics.

7. Interpretation

7.1 In this undertaking, the following terms have the following meanings:

(a) **Business Day** means a day (other than a Saturday or Sunday or public holiday in England and Wales or Switzerland) on which banks are generally open in London and Switzerland for commercial business;

(b) **Co-operation Agreement** means the co-operation agreement entered into between TT Electronics and Cicor in connection with the Acquisition dated 30 October 2025;

(c) **Court Meeting** and **General Meeting** have the meanings given in the Rule 2.7 Announcement;

(d) **FinMIA** means the Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading of 19 June 2015 (as amended from time to time);

(e) **Offer** means a takeover offer (as defined in Chapter 3 of Part 28 of the UK Companies Act 2006);

(f) **Offer Document** means, if the Acquisition is implemented by means of an Offer, the formal offer document to be sent by Cicor to TT Electronics' shareholders in relation to the Offer;

(g) where there is an undertaking by us to **procure** that Shares in respect of which we are not the registered holder are voted in a particular way, our obligation will be satisfied if we take all reasonable steps within our power to instruct the registered holder to vote in that way (and, for the avoidance of doubt, we shall have no liability under this undertaking if, having taken all such steps, the registered holder fails to take, or not take, that action);

(h) **Scheme** means a scheme of arrangement under Part 26 of the UK Companies Act 2006;

(i) **Scheme Document** means, if the Acquisition is implemented by means of a Scheme, the circular to be sent by TT Electronics to TT Electronics' shareholders in relation to the Scheme; and

(j) **SIX Exchange Regulation** means SIX Exchange Regulation AG or its successor from time to time.

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

7.3 Any reference to a time, date or period in this undertaking is a reference to London time and may be extended by mutual agreement between us and TT Electronics.

8. Governing law and jurisdiction

8.1 This undertaking and any non-contractual obligations arising out of or in connection with it will be governed by, and construed in accordance with, English law.

8.2 The English courts have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this undertaking (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this undertaking) and we irrevocably submit to the exclusive jurisdiction of the English courts for all purposes in relation to this undertaking.

[*Signature page to follow*]

We intend this undertaking to be a deed and execute and deliver it as a deed on the date first set out above.

EXECUTED and delivered as a deed by **OEP 80 B.V.** acting by two directors, [redacted] and [redacted]	))))	...... [redacted] Director
	))))	...... [redacted] ... Director