

SIGNING POWER OF ATTORNEY FOR PARTIAL SECURITIES ALTERNATIVE

1. **THIS POWER OF ATTORNEY IS MADE AS A DEED** on _____ 2023 by:

Full name:

of

Address:

(the "**Appointer**").

The Appointer hereby irrevocably appoints Aquila Bidco Limited, a private company limited by shares incorporated in England and Wales with registered number 14972770 ("**Bidco**") and any director of, or person authorised by, Bidco, severally as their attorneys (each an "**Attorney**") each with full power and authority to do all such acts and things and to agree the form and content of, consider, settle, approve, sign, execute, deliver, complete and/or issue all agreements, documents, certificates and instruments (whether by deed or otherwise, and subject to such amendments or variations as the Attorney may agree) as the Attorney shall in their absolute discretion consider to be necessary, desirable or appropriate in connection with the Rollover Alternative or the Reinvestment Alternative (each as defined in the scheme document dated 15 August 2023 in respect of the proposed acquisition by Bidco of the entire issued, and to be issued, ordinary share capital of DWF Group plc (company number 11561594) to be implemented by a scheme of arrangement under Part 26 of the Companies Act (the "**Scheme Document**") to be elected for by the Appointer (or by any nominee, depositary, custodian or trustee who holds Scheme Shares (as defined in the Scheme Document) on the Appointer's behalf) as described in paragraph 2 (Rollover) or paragraph 3 (Reinvestment) of Part 4 (Summary of the Partial Securities Alternative) of the Scheme Document, in each case subject to such amendments, waivers, releases or variations as the Attorney may in their absolute discretion agree and containing such indemnities, warranties, covenants, representations, waivers, releases, undertakings and other provisions as the Attorney shall in their absolute discretion think fit, necessary or desirable, including the granting of further powers of attorney.

2. The Appointer hereby irrevocably (i) undertakes to ratify everything which the Attorney lawfully does or causes to be done pursuant to this power of attorney and to fully indemnify the Attorney against all losses, liabilities, costs, claims, actions, demands or expenses which they may incur or which may be made against them as a result of, or in connection with, anything lawfully done by virtue of this power of attorney; and (ii) declares that the Attorney shall have the power to appoint any substitute with all or any of the powers hereby conferred (other than this power of substitution) as if they had been originally appointed by this power of attorney, and to revoke the appointment of a substitute at any time.

3. This power of attorney is governed by, and shall be construed in accordance with, the laws of England and the Appointer irrevocably agrees to submit to the exclusive jurisdiction of the courts of England. This power of attorney shall expire at 11.59p.m. on 31 December 2024 and shall be of no further effect after that date save that the Attorney may enter into contracts and obligations before such expiry which may require performance after such expiry. Notwithstanding any other provision, the Appointer irrevocably undertakes not to revoke this power of attorney until 11.59p.m. on 31 December 2024.

IN WITNESS whereof this power of attorney has been duly executed and delivered as a deed on the date first stated above.

EXECUTED and **DELIVERED** as a **DEED**)

by the **APPOINTER**)

in the presence of:)

Witness

Signature:

Name:

Address:

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Occupation: