**VOTING AND SUPPORT AGREEMENT**

**THIS AGREEMENT** is made as of the 7th day of June, 2026.

**BETWEEN:**

**KEITH HOLMES**

(the "**Securityholder**")

- and -

**TB PELOTON TOPCO INC.**

(the "**Purchaser**")

**WHEREAS** the Securityholder is the registered and/or beneficial owner of the Shares and Corporation RSUs set forth on the Securityholder's signature page of this Agreement (together with any Shares and Corporation RSUs that are acquired by or issued to the Securityholder after the date hereof and all securities which such Shares and Corporation RSUs may be converted into, exchanged for or otherwise changed into, and any Shares and Corporation RSUs in respect of which voting is, or after the date hereof become, directly or indirectly controlled or directed by the Securityholder, collectively, the "**Subject Securities**").

**AND WHEREAS** the Purchaser and the Company have entered into an arrangement agreement (as may be amended from time to time, the "**Arrangement Agreement**") concurrently with the entering into of this Agreement and propose to consummate an arrangement substantially as set forth in the draft plan of arrangement attached to the Arrangement Agreement (the "**Arrangement**").

**AND WHEREAS** the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement or complete the transactions contemplated thereby, but for the execution and delivery of this Agreement by the Securityholder.

**AND WHEREAS** all terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

**NOW THEREFORE** this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Securityholder and the Purchaser (collectively, the "parties") agree as follows:

## ARTICLE 1
## COVENANTS

**Section 1.1 General Covenants of the Securityholder**

The Securityholder hereby covenants, undertakes and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 3, except as permitted by this Agreement:

(a) at any meeting of securityholders of the Company called to vote upon the Arrangement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of the Company is sought (including written consent in lieu of a meeting), and shall vote (or cause to be voted) the Subject Securities in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any other matters or actions necessary for the consummation of the transactions contemplated by the Arrangement Agreement);

(b) at any meeting of securityholders of the Company or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of the Company is sought (including by written consent in lieu of a meeting), the Securityholder shall vote (or cause to be voted) the Subject Securities against any Acquisition Proposal and/or any matter that would reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement and any of the transactions contemplated by the Arrangement Agreement;

(c) the Securityholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement;

(d) the Securityholder shall not, and shall cause its affiliates and representatives not to, directly or indirectly:

    (i) solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;

    (ii) knowingly assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser's proposed purchase of the Shares as contemplated by the Arrangement;

    (iii) act jointly or in concert with others with respect to the Shares or any other voting securities of the Company for the purpose of opposing or competing with the Purchaser's proposed purchase of Shares as contemplated by the Arrangement;

(iv) solicit, initiate, knowingly encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, Books and Records of the Company or any of its Subsidiaries or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;

(v) participate in any discussions or negotiations with any Person (other than the Purchaser and its affiliates) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to an Acquisition Proposal;

(vi) accept or enter into, or publicly propose to accept or enter into, any agreement, arrangement or understanding with any Person (other than the Purchaser and its affiliates) in respect of an Acquisition Proposal; or

(vii) knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.

(e) the Securityholder agrees not to, directly or indirectly, (i) sell, transfer, gift, assign, tender, grant a participation interest in, option, hedge, pledge, hypothecate, create or suffer to exist any Liens, grant a security interest in or otherwise convey, encumber or dispose of any right or interest in (each, a "**Transfer**"), or enter into any agreement, commitment, understanding, option or other arrangement with respect to the Transfer of, any of the Subject Securities to any Person, other than pursuant to the Arrangement Agreement or to one or more corporations directly or indirectly wholly-owned by the Securityholder without affecting beneficial ownership or control or direction over the Subject Securities, provided that, as a condition to any such Transfer, the transferee agrees in writing to be bound by this Agreement as a Securityholder and the Securityholder remains liable for its obligations hereunder, or (ii) grant or agree to grant any proxy or power of attorney, deliver any voting instruction form, deposit any of the Subject Securities into any voting trust or pooling agreement, or enter into any other voting arrangement, commitment or understanding, whether by proxy, voting agreement or otherwise, with respect to the Subject Securities, other than pursuant to this Agreement;

(f) the Securityholder shall not exercise any rights of appraisal or dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement that the Securityholder may have;

(g) without limiting the generality of Section 4.1, as soon as practicable after receipt of the proxy materials and in any event no later than five (5) Business Days prior to the date of the Meeting and as far in advance as practicable of every adjournment or postponement thereof: (i) with respect to any Subject Securities that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, and with a copy to the Purchaser concurrently with such delivery, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement); and (ii) with respect to any Subject Securities that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered a duly executed voting instruction form to the intermediary through which the Securityholder holds its beneficial interest in such Subject Securities with a copy to the Purchaser concurrently, instructing that such Subject Securities be voted at the Meeting in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn, invalidated or modified without the prior written consent of the Purchaser, including following any Change in Recommendation, unless this Agreement is terminated in accordance with Article 3 prior to the exercise of such proxy.

## ARTICLE 2
## REPRESENTATIONS AND WARRANTIES

### Section 2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement and the Arrangement Agreement:

(a) **Capacity; Authorization.** The Securityholder has the requisite power and capacity and, if a corporate entity, has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder.

(b) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(c) **Ownership of Securities.** The Securityholder is the sole registered and/or beneficial owner of the Subject Securities. As of the date hereof, the Securityholder does not directly or indirectly control or direct, or own or have any registered or beneficial interest in, any other Shares or Corporation RSUs, or any securities convertible into, exchangeable for or otherwise exercisable to acquire any Shares or Corporation RSUs, other than as disclosed on the Securityholder's signature page attached to this Agreement. The Securityholder is and will be immediately prior to the Effective Date, the registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of any and all Liens.

(d) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder, the consummation by the Securityholder of the transactions contemplated hereby nor the compliance by the Securityholder with any of the provisions hereof will:

(i) violate, contravene, result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under any provision of the certificate of incorporation, articles, by-laws or any other constating document of the Securityholder, if applicable, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Securityholder is a party or by which the Securityholder or any of its properties or assets (including the Subject Securities) may be bound;

(ii) require on the part of the Securityholder any filing with (other than pursuant to the requirements of applicable securities legislation (which filings the Securityholder will undertake)) or permit, authorization, consent or approval of, any Governmental Entity or any other person; or

(iii) subject to compliance with any approval or Laws contemplated by the Arrangement Agreement, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Securityholder or any of its properties or assets,

in each case other than as would not be reasonably expected to have a material adverse effect on the Securityholder's ability to perform its obligations hereunder.

(e) **No Proceedings.** To the knowledge of the Securityholder, there is no action, suit, proceeding, claim, audit, arbitration, investigation or other action pending before any Governmental Entity, or threatened against or affecting the Securityholder or the beneficial or registered owner of any of the Subject Securities or any of their properties that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on the Securityholder's ability to perform its obligations hereunder.

(f) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.

(g) **Voting.** The Securityholder has, and immediately prior to the Effective Date will continue to have, the sole and exclusive right to vote (or cause to be voted) the Subject Securities as contemplated herein. None of the Subject Securities are subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.

**Section 2.2 Representations and Warranties of the Purchaser**

The Purchaser hereby represents and warrants and covenants to the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) **Incorporation; Capacity; Authorization.** The Purchaser is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.

(b) **Authorization.** The execution, delivery and performance of this Agreement by the Purchaser has been duly authorized and no other internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereunder.

(c) **No Breach.** Neither the execution and delivery of this Agreement by the Purchaser, the consummation by the Purchaser of the transactions contemplated hereby nor the compliance by the Purchaser with any of the provisions hereof will:

(i) violate, contravene, result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under any provision of the certificate of incorporation, articles, by-laws or any other constating document of the Purchaser, if applicable, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Purchaser is a party or by which the Purchaser or any of its properties or assets may be bound;

(ii) require on the part of the Purchaser any filing with (other than pursuant to the requirements of applicable securities legislation (which filings the Purchaser will undertake)) or permit, authorization, consent or approval of, any Governmental Entity or any other person; or

(iii) subject to compliance with any approval or Laws contemplated by the Arrangement Agreement, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Purchaser or any of its properties or assets,

in each case other than as would not be reasonably expected to have a material adverse effect on the Purchaser's ability to perform its obligations hereunder.

(d) **Enforceable.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(e) **No Proceedings.** To the knowledge of the Purchaser, there is no action, suit, proceeding, claim, audit, arbitration, investigation or other action pending before any Governmental Entity, or threatened against or affecting the Purchaser or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Purchaser's ability to perform its obligations hereunder or under the Arrangement Agreement.

## ARTICLE 3
## TERMINATION

### Section 3.1 Termination

This Agreement may be terminated:

(a) at any time upon the mutual written agreement of the Purchaser and the Securityholder;

(b) by the Purchaser, when not in material default of its performance of its obligations under this Agreement that has not been remedied or cured within five Business Days of written notice of such default, upon delivery of written notice of termination to the Securityholder, and without prejudice to any of its rights hereunder and in its sole discretion, if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Purchaser contained in this Agreement in all material respects;

(c) by the Securityholder, when not in material default of its performance of its obligations under this Agreement that has not been remedied or cured within five Business Days of written notice of such default, upon delivery of written notice of termination to the Purchaser, and without prejudice to any of its rights hereunder and in its sole discretion, if: (i) any of the representations and warranties of the Purchaser in this Agreement shall not be true and correct in all material respects (that have not been remedied or cured within five Business Days of written notice of such default); (ii) the Purchaser shall not have complied with its covenants to the Securityholder contained in this Agreement in all material respects (that has not been remedied or cured within five Business Days of written notice of such default); or (iii) the Purchaser amends the Arrangement Agreement, without prior written consent of the Securityholder, in a manner that results in either: (1) an extension of the Outside Date, other than as specifically provided in the Arrangement Agreement, or (2) a reduction, or a variation in the form, of the Consideration payable to the Securityholder, other than as permitted pursuant to the terms of the Arrangement Agreement; or

(d) automatically upon the earliest of: (i) the occurrence of the Effective Time, (ii) the Outside Date (as may be extended pursuant to the terms of the Arrangement Agreement), and (ii) the date the Arrangement Agreement is terminated in accordance with its terms.

**Section 3.2 Effect of Termination**

If this Agreement is terminated in accordance with this Article 3, the provisions of this Agreement will become void and no party shall have liability to any other party, except that this Section 3.2, Article 4, and liability in respect of a breach of this Agreement which occurred prior to such termination shall survive, and the Securityholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given with respect to the Subject Securities.

## ARTICLE 4
## GENERAL

**Section 4.1 Further Assurances**

Each of the Securityholder and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

**Section 4.2 Disclosure**

Each of the Securityholder and the Purchaser hereby consent to the disclosure of the substance of this Agreement in any press release or the Circular relating to the Meeting and the filing of a copy thereof by the Company at https://www.sedarplus.ca/.

Except as set forth above or as required by applicable laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, the Securityholder shall not make any public announcement or statement with respect to this Agreement without the approval of the Purchaser, which shall not be unreasonably conditioned, withheld or delayed. The Securityholder agrees to consult with the Purchaser prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

**Section 4.3 Fiduciary Duty**

If the Securityholder or any of its securityholders, directors or officers is an officer or director of the Company, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company, subject at all times to compliance with the Arrangement Agreement, or that is otherwise permitted by, or done in compliance with, the Arrangement Agreement. The Purchaser hereby acknowledges and agrees that the Securityholder is not making any agreement or understanding herein in any capacity other than in its capacity as a shareholder of the Company; provided that nothing in this Section 4.3 shall permit the Securityholder to take any action in its capacity as a shareholder of the Company that would breach this Agreement or relieve the Securityholder of its obligations to comply with this Agreement.

**Section 4.4 No Ownership Interest**

Nothing contained in this Agreement shall be deemed to vest in the Purchaser any direct or indirect ownership or incidence of ownership of or with respect to the Subject Securities. All rights and all ownership and economic benefits of and relating to Subject Securities shall remain vested in and belong to the Securityholder, and nothing herein shall, or shall be construed to, grant the Purchaser any power, sole or shared, to vote or dispose of any of such Subject Securities.

**Section 4.5 Time**

Time shall be of the essence in this Agreement.

**Section 4.6 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

**Section 4.7 Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

**Section 4.8 Amendments**

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto, provided that Article 4 may not be waived, modified, amended, altered or supplemented without also obtaining the prior written acceptance thereof by the Company, such acceptance not to be unreasonably withheld or delayed.

**Section 4.9 Severability**

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

**Section 4.10 Assignment**

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, the Purchaser may assign its rights to, and its obligations under this Agreement may be assumed by, any affiliate or permitted assignee under the Arrangement Agreement which agrees to be bound by the applicable covenants of the Purchaser contained herein and comply with the applicable provisions of this Agreement, provided that if such assignment and/or assumption takes place, the Purchaser shall continue to be liable jointly and severally with such affiliate for all of its obligations hereunder.

**Section 4.11 No Third Party Beneficiaries**

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

**Section 4.12 Notices**

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in the case of:

(a) the Purchaser, addressed as follows:

c/o Thoma Bravo, L.P.
One Market Plaza, Suite 2400
San Francisco, CA 94105

Attention: Adam Solomon; Arthur Rietdyk; Chandler Gay
Email: [*REDACTED*]

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

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, Illinois 60654

Attention: Corey D. Fox, P.C.; John A. Kaercher, P.C.
Email: [*REDACTED*]

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

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, ON M5H 2R2

Attention: Chris Sunstrum / Jamie van Diepen
E-mail: [*REDACTED*]

(b) the Securityholder, as set forth on the signature page to this Agreement

(c) the Company, addressed as follows:

kneat.com, inc.
77 King Street West, Suite 400
Toronto-Dominion Centre, Toronto, ON, M5K 0A1, Canada

Attention: Carol Leaman

E-mail: [*REDACTED*]

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

Dentons Canada LLP
77 King Street West, Suite 400
Toronto, ON M5K 0A1

Attention: Jason Saltzman
E-mail: [*REDACTED*]

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section 4.12. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

**Section 4.13 Specific Performance and other Equitable Rights**

The Securityholder acknowledges and agrees that the Purchaser would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, the Securityholder agrees that, without the requirement of posting a bond or other security or proving actual damages, the Purchaser will be entitled to seek equitable relief, including injunctive relief and specific performance, and the Securityholder shall not object to the grant of injunctive or other equitable relief on the basis that there exists an adequate remedy at law.

**Section 4.14 Independent Legal Advice**

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

**Section 4.15 Expenses**

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

**Section 4.16 Counterparts**

This Agreement may be executed in any number of counterparts (including counterparts by e-mail transmission or other electronic means) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of a similar executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

*Remainder of page intentionally left blank*

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

**TB PELOTON TOPCO INC.**

By: (signed) "*Adam Solomon*"

Name: Adam Solomon

Title: President

Keith Holmes

(Print Name of Securityholder)

(signed) "*Keith Holmes*"

(Signature of Securityholder or Authorized Signatory)

____________________________________

(Print Name and Title)

Address: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

Number of Common Shares Held

125,901

Number and type of Corporation RSUs Held

79,617

Number and type of Convertible Securities (other than Corporation RSUs) Held

None

**AGREED AND ACKNOWLEDGED:**

**KNEAT.COM, INC.**

By: (signed) "*Edmund Ryan*"

Name: Edmund Ryan

Title: CEO