CONFIDENTIAL

To: OCS Group Holdings Limited (the "**Borrower**" or "**you**")

20 July 2026

Project Marlin – Agency Fee Letter

Dear Sirs, Madams,

1. Introduction

1. We refer to an interim loan agreement dated 20 July 2026 (the "**Interim Loan Agreement**") between, among others, OSC Group Holdings Limited as Midco and the Borrower ("**Midco**"), OCS Parco Limited as the Parent and guarantor (the "**Parent**"), OCS Group Investments Limited as Holdco and guarantor ("**Holdco**"), OCS Group International Limited as Bidco and guarantor ("**Bidco**"), the Interim Facility Agent and the financial institutions named in the Interim Loan Agreement as Original Interim Lenders.

1.1 Unless otherwise defined herein, terms defined in the Interim Loan Agreement shall have the same meaning in this letter.

1.2 This is the Fee Letter referred to in Clause 13.2 (*Agency Fee*) of the Interim Loan Agreement.

2. Agency Fee

2.1 In consideration of the Interim Facility Agent performing its role under and in connection with the Interim Loan Agreement and related Finance Documents (as defined in the Interim Loan Agreement), the Company shall pay (or cause to be paid) to the Interim Facility Agent a fee in an amount of EUR 40,000 per annum (the "**Agency Fee**").

2.2 Subject to paragraph 2.3 and 3 (*Rebate*) below, the Agency Fee is payable annually in advance:

(a) first, on the Closing Date; and

(b) on each anniversary of the Closing Date until the earlier of: (i) the date on which all amounts outstanding under the Interim Loan Agreement and any other Finance Documents have been paid in full and any Commitments outstanding thereunder have been cancelled in full; and (ii) the date on which the Interim Facility Agent has resigned or is replaced as agent under the Interim Loan Agreement.

2.3 No Agency Fee shall be payable unless and until the Closing Date occurs.

3. Security Agent Fee

(a) The Company shall pay to the Interim Security Agent for its own account a fee of EUR 25,000 per annum (the "**Security Agent Fee**" and together with the Agency Fee, the "**Fees**").

(b) The Security Agent Fee shall be due and payable annually in advance with the first payment being due on the Closing Date and each subsequent payment being due and payable on each Anniversary Date for so long as any Commitments remain outstanding or any Security Documents remain in force.

4. Rebate

In the event that any of the Fees have been paid for a period and the Interim Facility Agent or the Interim Security Agent resigns, is replaced as, or ceases to be (for whatever reason, including but not limited to, the occurrence of the discharge of all liabilities and cancellation of all Commitments) the agent under the Interim Loan Agreement within such relevant period, then the Interim Facility Agent or the Interim Security Agent (as applicable) shall refund to you such portion of the Fees as corresponds to the paid but unexpired portion of such period.

5. Payment

All payments due under this letter:

(a) shall be paid in immediately available freely transferable funds, and in EUR, to such account as may be notified by the Interim Facility Agent prior to the due date for such payment; and

(b) shall be made without set-off or counterclaim and free and clear of any withholding or deduction and shall be non-refundable.

6. Assignment and amendment

6.1 This Fee Letter and the commitments of the Company hereunder are intended to be solely for the benefit of the parties hereto, are not intended to confer any benefits upon, or create any rights in favour of, any person other than the parties hereto and is not intended to create a fiduciary relationship among the parties hereto.

6.2 Any provision of this letter may only be amended or waived in writing by the Company and the Interim Facility Agent.

7. Third party rights

A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any terms of this letter.

8. Confidentiality

8.1 Subject to paragraph 8.2 below, the terms of this letter are confidential and are not to be disclosed to or relied upon by any other person.

8.2 Each party to this letter may disclose a copy of this letter to its Affiliates, its and its Affiliates' directors, officers and employees and its and its Affiliates' professional advisers (and in the case of the Company, the Investors), who are made aware of and agree to be bound by (or are otherwise subject to a professional duty of confidentiality) the confidentiality obligation in this letter, and may disclose this letter as required under any applicable law or regulation, by any regulatory authority or in connection with any legal proceedings or court order.

9. Counterparts

This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

10. Governing law and jurisdiction

Clauses 31 (*Governing Law*) and 32 (*Enforcement*) of the Interim Loan Agreement shall be incorporated in this letter as if set out in full, except that references to "this Agreement" shall be construed as references to this letter.

[*The rest of this page has been intentionally left blank; signature page to follow*]

Sincerely,

[redacted]

By:

Name: [redacted]

For and on behalf of

RBC Europe Limited

as Interim Facility Agent

Name:

[redacted]

By:

Name: [redacted]

For and on behalf of

RBC Europe Limited

as Interim Security Agent

Name:

ACKNOWLEDGEMENT

We agree to the above.

For and on behalf of

OCS Group Holdings Limited

Signature: [redacted]

Name: [redacted]

Title: [redacted]