CONFIDENTIAL

17 July 2026

From:

HSBC Bank plc
8 Canada Square
Canary Wharf
London, E14 5HQ

("HSBC")

Royal Bank of Canada
100 Bishopsgate
London EC2N 4AA

("RBC")

Barclays Bank PLC
1 Churchill Place
London E14 5HP

("Barclays" and, together with HSBC and RBC, "we" or "us")

To: OCS Group Holdings Limited ("you" or "Midco")
Second Floor
81 Gracechurch Street
London
EC3V 0AU

Attention: [redacted]

Copy to: CD&R LLP
Cleveland House
33 King Street
London
SW1Y 6RJ

Attention: [redacted]

Project Marlin
Engagement Letter

Ladies and Gentlemen:

You have advised HSBC, RBC and Barclays (together, "we" or "us") that you (directly or through one or more newly formed limited liability entities or existing subsidiaries owned directly or indirectly by you or CDR (as defined below) (the "Acquisition Vehicles")) intend to:

(a) acquire (the "Acquisition"), pursuant to a scheme of arrangement under Part 26 of the UK Companies Act 2006 (as amended) (the "Companies Act") (the "Scheme") or a contractual takeover offer within the meaning of Section 974 of the Companies Act (the "Offer") and subsequent squeeze-out of the minority shareholders pursuant to Section 979 of the Companies Act, the entire issued share capital of the company known to you and us as "Marlin" (the "Target" and, together with its subsidiaries, the "Target Group"); and

(b) refinance (the "Refinancing") certain existing indebtedness of (i) OCS Parco Limited (the "Parent") and its subsidiaries incurred pursuant to the senior facilities agreement originally dated 27 November 2024 (as amended and/or amended and restated from time to time) between, amongst others, OCS Group Investments Limited ("Holdco") as the company, the Parent as the parent, and Midco and OCS Group International Limited ("Bidco") as original borrowers and original guarantors, GLAS SAS as the agent and GLAS SAS as the security agent (the "Existing Senior Facilities Agreement") and (ii) OCS Holdco 2 Limited incurred pursuant to the Oscar Vendor Loan Note Documents (as defined in the Existing Senior Facilities Agreement).

As used herein, (a) "Sponsor" refers to Clayton, Dubilier & Rice, LLC ("CDR") and its affiliates, (b) "Investors" refers to the Sponsor and (at the Sponsor's election) certain other investors arranged by and designated by the Sponsor, (c) "Commitment Letter" refers to a commitment letter, dated the date hereof (as amended and/or amended and restated from time to time) among you and the financial institutions party thereto, entered into in connection with the Transactions (as defined below), and (d) "Fee Letter" refers to the bridge fee letter, dated the date hereof (as amended and/or amended and restated from time to time), among you and the financial institutions party thereto, entered into in connection with the Transactions and referred to in the Commitment Letter. The first date on which the Senior Term Loan Facility (as defined below) is drawn and/or (i) the proceeds of an offering of Notes are released from escrow; or (ii) Notes are issued, if such Notes are not issued into escrow; or (iii) any Bridge Facility (as defined below) is drawn, or (iv) the Interim Loan Agreements are drawn, in each case for the purposes of completing the Acquisition and the Refinancing, is referred to as the "Closing Date".

You have further advised us that, in connection therewith, it is intended that the financing for the Transactions will include (a) a £800 million multicurrency senior revolving credit facility, (b) term loan facilities for an aggregate amount of £2,500 million (the "Senior Term Loan Facility"), split into a term loan facility denominated in sterling in a principal amount of at least £750 million and a term loan facility denominated in euro, the amount of which will be the euro equivalent of the remainder of the Senior Term Loan

Facility commitments, plus in each case the amount of any Term Loan Flex Increase (as defined in the Senior Facilities Fee Letter (as defined in the Commitment Letter)) in respect of such commitments and (c) either (i) up to £1,500 million in aggregate principal amount of senior secured notes (the "Notes"), to be issued pursuant to an available exemption or safe harbor from the registration requirements of the U.S. Securities Act of 1933, as amended (the "Securities Act"), including in reliance on Rule 144A under the Securities Act ("Rule 144A") or pursuant to the safe harbor afforded by Regulation S under the Securities Act ("Regulations S"), split into a tranche of Notes denominated in sterling in a principal amount of at least £500 million and a tranche of Notes denominated in euro, the amount of which will be the euro equivalent of the remainder of the Notes, subject to increase, in each case, to fund any original issue discount in the issue price of such Notes and/or (ii) if all or any portion of the Notes are not issued on or prior to the Closing Date, borrowings of up to £1,500 million (less the amount of cash proceeds received from the issuance of Notes) of senior secured increasing rate loans, split into a tranche of increasing rate loans denominated in sterling in a principal amount of at least £500 million and a tranche of increasing rate loans denominated in euro, the amount of which will be the euro equivalent of the remainder of the Notes amount, as determined on the earliest of the date on which the proceeds of an offering of Notes are funded into escrow prior to the Closing Date and the date of any relevant utilisation request issued under a Facilities Agreement (as defined in the Commitment Letter) using the Bridge Facility Agent's spot rate (the "Bridge Loans") or, if earlier, the date of pricing of any euro-denominated Securities, under a senior secured bridge facility (the "Bridge Facility").

The transactions described in the above paragraph, together with the Acquisition, the Refinancing, the Sponsor Contribution (as defined in the Commitment Letter) and any related transactions are collectively referred to herein as the "Transactions".

Accordingly, the parties hereto agree as follows:

1. Engagement of the Managers. You hereby engage each of HSBC, RBC and Barclays or, at its election, one or more of its affiliates (in such capacity under this letter agreement, the "Manager" and, together with any Additional Manager (as defined below), collectively, the "Managers"), to be bookrunning managing underwriters of, bookrunning managing placement agents for or bookrunning managing initial purchasers in the Notes offering and any other offering of debt securities (other than an offering of securities issued directly to the Sponsor or funds affiliated with the Sponsor or limited partners of the Sponsor in a private placement) undertaken to finance the Acquisition or to refinance any Bridge Loans made in connection with the Transactions or, in the event the Interim Loan Agreements (as defined in the Commitment Letter) are executed and the Interim Loans (as defined in the Interim Loan Agreements) thereunder are funded in accordance with the terms thereof, the portion (if any) of the Interim Loans that were funded on the Closing Date in lieu of the Bridge Loans (the "Interim Bridge Loans") (any such offering being herein called the "Offering" and the securities issued pursuant to any Offering being herein called the "Securities"), and agree that each of HSBC, RBC and Barclays or, at its election, one or more of its affiliates, will act as a bookrunner for any

Offering. Any such Offering shall provide flexibility for funding all or a portion of the proceeds into escrow, if requested by you, prior to closing of the Acquisition (with customary escrow arrangements to be reasonably mutually agreed and with release of funds therefrom on the closing date of the Transactions for payment of a portion of the costs (including Acquisition consideration and any fees, premiums and expenses) incurred in connection with the Transactions). It is understood and agreed that, except as set forth in the proviso below, HSBC, RBC and Barclays or, at its election, one or more of its affiliates, shall be entitled to receive a portion of the economics in connection with each Offering as set forth on Annex B to this letter agreement and no other title will be awarded in connection with any Offering without the consent of the Managers (not to be unreasonably withheld or delayed); *provided that*, (1) notwithstanding anything contained herein to the contrary you may award additional titles and/or roles to any Manager that is party hereto on the date hereof and (2) within 20 business days of the date hereof, you may appoint additional joint book-running managers and co-managers and allocate economics with respect thereto in consultation with the Managers (it being understood that, to the extent you appoint additional book-running managers and co-managers, the economics allocated to the Managers will be reduced on a pro rata basis by the amount of the economics allocated to such appointed entities upon the execution by such financial institution of customary joinder documentation and, thereafter, each such financial institution shall constitute an "Additional Manager" hereunder); *provided further that* HSBC, RBC and Barclays (or, at its election, one or more of its affiliates), collectively, shall not receive less than 50% of the economics, in the aggregate.

Notwithstanding anything to the contrary herein, the following financings shall not constitute an Offering: (i) the making of any Bridge Loans or, if applicable, any Interim Bridge Loans or the issuance of Exchange Notes (as defined in the Fee Letter) upon the exchange of such Bridge Loans and/or Interim Bridge Loans, as applicable and (ii) any offering of debt securities issued exclusively to the Investors, the Sponsor, the Group (as defined in the Commitment Letter), the Target, their respective affiliates, certain other investors that have made or will make a sponsor contribution, directly or indirectly, in connection with the Transactions, or any of their respective affiliates.

In connection with any Offering in which a Manager elects to participate, you will and will cause the issuer in such Offering (the "Issuer"), to enter into one or more underwriting agreements, placement agency agreements or purchase agreements, as applicable, with such Manager, which agreement(s) shall be consistent with, substantially similar to and no less favorable to you and the Sponsor than the Purchase Agreement, dated as of May 9, 2024, among Fortress Intermediate 3, Inc. and the initial purchasers party thereto. Each Manager's services to you in connection with any such Offering shall consist of: (i) assistance in the preparation of a preliminary and final offering memorandum or private placement memorandum related to the Notes (the "Offering Document"); (ii) assistance in structuring the Offering and its terms; (iii) assistance in the preparation of any rating agency presentations; and (iv) organizing the marketing effort to identify selected purchasers (the "Purchasers") of the Securities. Any and all obligations of, and services to be provided by, the Managers hereunder may be performed and any and all rights of the Managers hereunder may be exercised by or through any of their affiliates or branches. The Managers reserve the right not to participate in any offering, and the foregoing is not an agreement by any of the Managers to underwrite, place or purchase any Securities or otherwise provide for financing. It is understood and agreed that no Manager shall have any obligation hereunder to act as underwriter, placement agent or initial purchaser with respect to the Notes, any Securities or any other securities unless and until such time as a Manager has executed and delivered an underwriting, placement agency or purchase agreement setting forth the obligations of such Manager.

Notwithstanding anything herein to the contrary, the parties to this letter agreement acknowledge that it is intended for all aspects of any Offering of any Securities to be conducted in compliance in all material respects with the Takeover Code (as defined in the Commitment Letter) and other applicable law and the requirements of the Takeover Panel (as defined in the Commitment Letter) (collectively, the "Applicable Regulations"). If and to the extent the requirements under this letter agreement conflict in any material respects with the Applicable Regulations, your compliance with such Applicable Regulations shall not constitute a breach of the terms of this letter agreement.

2. Matters Relating to Engagement. You acknowledge that the Managers have been retained solely to provide the services set forth in this letter agreement. In rendering such services, the Managers shall act as independent contractors, and any duties of the Managers arising out of their engagement hereunder shall be owed solely to you. You acknowledge that each Manager is a securities firm that is engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services. In the ordinary course of trading and brokerage activities, the Managers and their affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers, in debt or equity securities of entities that may be involved in the transactions contemplated hereby. Each Manager may also co-invest with, make direct investments in, and invest or co-invest client monies in or with, funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of you, the Sponsor, the Group, the Target Group, their respective affiliates or such other entities that may be involved in the transactions contemplated by this letter agreement. The transactions contemplated by this letter agreement may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph. Each Manager recognizes its responsibility for compliance with applicable laws, including applicable securities laws, in connection with such activities. In addition, you acknowledge that each Manager has adopted policies and procedures designed to preserve the independence of its research analysts whose views may differ from those of its investment banking division.

In addition, each Manager and its affiliates may from time to time perform various investment banking, commercial banking and financial advisory services for other clients and customers who may have conflicting interests with respect to you, the Sponsor, the Group, the Target Group, their respective affiliates or any Offering. Subject to Section 8 hereof, each Manager and each of its affiliates will use confidential information obtained from you pursuant to its engagement hereunder or its other relationships with you solely for purposes of performing the services for which they are engaged hereunder. You also acknowledge that each Manager and its affiliates have no obligation to use in connection with its engagement hereunder, or to furnish to you, the Sponsor, the Group or the Target Group, confidential information obtained from other companies.

Furthermore, you acknowledge that each Manager and its affiliates may have fiduciary or other relationships whereby such Manager and its affiliates may exercise voting power over securities of various persons, which securities may from time to time include securities of you, the Sponsor, the Group, the Target, potential purchasers of the Securities or others with interests in respect of any Offering. You acknowledge that each Manager and its affiliates may exercise such powers and otherwise perform their functions in connection with such fiduciary or other relationships without regard to such Manager's relationship to you hereunder.

You acknowledge that the Managers are not advisors as to legal, tax, accounting or regulatory matters in any jurisdiction. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated hereby.

The Managers and their affiliates may have economic interests that conflict with those of the Group, the Target Group and you. You agree that each Manager will act under this letter agreement as an independent contractor and that nothing in this letter agreement will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between us and you, the Group and the Target Group, your and their respective equity holders or your and their respective affiliates. You acknowledge and agree that (i) the transactions contemplated by this letter agreement are arm's-length commercial transactions between the Managers, on the one hand, and you and the Sponsor, on the other, (ii) in connection therewith and with the process leading to such transactions, the Managers are acting solely as principals and not as agents or fiduciaries of you, the Sponsor, your and their respective management, equity holders, creditors or any other person, (iii) none of the Managers has assumed and none will assume an advisory or fiduciary responsibility or any other obligation in favor of you, the Group or the Target Group with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether we or any of our affiliates have advised or are currently advising you, the Sponsor, the Group or the Target Group on other matters), except the obligations expressly set forth in this letter agreement and (iv) you have consulted your own legal and financial advisors to the extent you deem appropriate. You further acknowledge and agree that you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto. You agree that you will not claim that any of the Managers has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to you, in connection with such transactions or the process leading thereto. You recognize that, in providing our services pursuant to this letter agreement, we will rely upon and assume the accuracy and completeness of all of the financial, accounting, tax and other information discussed with or reviewed by us for such purposes, and we do not assume responsibility for the accuracy or completeness thereof. No Manager will have any obligation to conduct any independent evaluation or appraisal of the assets or liabilities of you, the Group, the Target Group or any other party or to advise or opine on any related solvency issues. Except as expressly set forth herein, nothing in this letter agreement is intended to confer upon any other person (including your equity holders, employees or creditors) any rights or remedies hereunder or by reason hereof. It is understood that this paragraph shall not apply to or modify or otherwise affect any arrangement with any Sell-Side Advisor (as defined in Annex A hereto) or any financial advisor separately retained by you, the Sponsor, the Group, the Target Group or any of your or their respective affiliates in connection with the Acquisition, in its capacity as such.

The obligations of the Managers under this letter agreement shall be several and not joint and their respective rights shall be independent of one another and capable of being separately enforced by each of them.

3. Termination. This letter agreement may be terminated by each Manager as to itself at any time upon 10 days' prior written notice to you; *provided* that the economics of any such terminating Manager shall be reallocated on a pro rata basis among the non-terminated Managers. This letter agreement automatically terminates upon the earliest of (i) (x) where the Acquisition is proceeding by way of a Scheme, 11:59pm London time on the date on which the Scheme lapses (including, subject to exhausting any rights of appeal, if a relevant court refuses to sanction the Scheme) or is withdrawn with the consent of the Takeover Panel or by order of the Court (as defined in the Commitment Letter) unless Bidco has delivered an Offer Conversion Notice (as defined in the Commitment Letter) prior to the Scheme lapsing and such Offer Conversion Notice is followed within 20 business days of the Offer Conversion Notice by an Offer Press Release (as defined in the Commitment Letter) for the Offer by Bidco to implement the Acquisition in accordance with the Senior Facilities Agreement (as defined in the Commitment Letter)) or (y) where the Acquisition is proceeding by way of an Offer, 11:59pm London time on the date on which the Offer lapses, terminates or is withdrawn in accordance with its terms and in compliance with the City Code on Takeovers and Mergers, the requirements of the Takeover Panel and all applicable laws and regulations unless Bidco has notified the Managers that the Target intends to launch a Scheme and such lapse or withdrawal is followed within 20 Business Days by a Scheme Press Release for the Scheme by Bidco to implement the Acquisition in accordance with the Senior Facilities Agreement (ii) if the Acquisition has not been consummated, the date the Commitment Letter is terminated or expires in accordance with its terms, (iii) in the event that the Acquisition is consummated with the funding of any Bridge Loans (or, if applicable, any Interim Bridge Loans), the earlier to occur of (x) the date that is 12 months after the Closing Date and (y) the date on which all outstanding amounts of the Bridge Loans (or, if applicable, any Interim Bridge Loans) are repaid in full and each relevant Manager has been paid any fees and other amounts due and payable hereunder and under the Fee Letter (including through payment to its affiliates); *provided*, that if the loans advanced under the Interim Loan Agreements are repaid in full with the proceeds from the Bridge Loans, this letter agreement shall not terminate pursuant to this sub-clause (iii)(y), (iv) in the event the Acquisition is consummated without the funding of any Bridge Loans (or, if applicable, any Interim Bridge Loans), on the date the Commitment Letter is terminated or expires in accordance with its terms and each relevant Manager (including through payment to its affiliates) has been paid any fees and other amounts due and payable hereunder and under the Fee Letter and (v) the payment of the Bridge Conversion Fee (as defined in the Fee Letter), to the extent applicable.

Upon any termination or expiration of this letter agreement, the obligations of the parties hereunder shall terminate, except for this last paragraph of Section 3 and their obligations under paragraphs five and six of Section 2 and Sections 4, 5 (unless this letter agreement has been terminated pursuant to clause (v) above), 6, 8, 9, 10 and 11.

4. Indemnification. In consideration of the engagement hereunder, you shall and shall cause the Indemnifying Parties (as defined in Annex A hereto) to indemnify and hold harmless the Indemnified Persons (as defined in Annex A hereto) to the extent set forth in Annex A hereto, which provisions are incorporated by reference herein and constitute a part hereof. The terms and provisions of Annex A shall survive any termination or expiration of this letter agreement; *provided* that to the extent any underwriting agreement, placement agency agreement or purchase agreement shall be executed by any Manager and you in connection with an Offering, then any claim by such Manager as an Indemnified Person for indemnity in connection with such Offering shall be made pursuant to the indemnification provisions of such document. Notwithstanding any other provision of this letter agreement to the contrary and without in any way qualifying your obligations hereunder (including with respect to indemnity as provided in Annex A hereto), neither you nor any Indemnified Person shall be liable for any indirect, special, punitive or consequential damages incurred in connection with the Transactions or the other transactions contemplated by this letter agreement. For the avoidance of doubt, nothing contained in the prior sentence shall limit your indemnity or reimbursement obligations to the extent such indirect, special, punitive or consequential damages are included in any third party claim in connection with which such Indemnified Person is entitled to indemnification hereunder.

5. Fees and Expenses. (a) In any Offering of Notes or any other Offering consummated prior to the termination and/or expiration of this letter agreement and in which any of the Managers acts as lead or co-lead underwriter, lead or co-lead placement agent or lead or co-lead initial purchaser, you shall pay or shall cause the applicable issuer to pay to the Managers aggregate underwriters' or initial purchasers' discounts, or placement agency fees, as applicable (the "Underwriting Fee"), equal to 1.25% of the gross proceeds of such Offering received by the Issuer (excluding any proceeds from additional Notes issued to fund any original issue discount in the issue price of the Notes or other Securities and net of any Preferential Allocation Related Fee Amount (as defined in the Fee Letter) in respect of a Preferential Allocation (as defined in the Fee Letter) of Securities (as defined in the Fee Letter) in accordance with the first paragraph under the heading "Preferential Allocation" in the Fee Letter and subject to the final sentence of such paragraph), payable on the Closing Date and only if the Closing Date occurs (or if such Offering occurs after the Closing Date, on the closing date of such Offering).

(b) In the event that during the 12-month period commencing on the Closing Date (if the Closing Date occurs) or on the date hereof (if the Closing Date does not occur), you or any person controlled by or affiliated with you, issues debt securities for purposes of financing the Acquisition or an Alternate Transaction (as defined in the Fee Letter) or refinancing or replacing any Bridge Loans (or, if applicable, any Interim Bridge Loans), in which any applicable Manager or an affiliate thereof did not act as underwriter, initial purchaser and/or placement agent, you hereby agree to pay (or cause to be paid) to such Manager a fee on the closing date of such issuance and in an amount equal to 50% of the Underwriting Fee (the "Alternative Issuance Fee") that would have been payable to such Manager if it did so act in connection with such transaction pursuant to the terms hereof, which Alternative Issuance Fee, (i) in the case of any issuance of sterling denominated secured securities other than Notes, shall be an amount equal to such Manager's pro rata share of the gross proceeds (not to exceed an amount equal to such Manager's pro rata share of £500 million) of the issuance thereof multiplied by 0.00625 (and in no event to exceed £500 million multiplied by 0.00625 in the aggregate to the Managers) and (ii) in the case of any issuance of euro denominated secured securities other than Notes, shall be an amount equal to such Manager's pro rata share of the gross proceeds (not to exceed an amount equal to such Manager's pro rata share of the euro equivalent of £1,000 million) of the issuance thereof multiplied by 0.00625 (and in no event to exceed the euro equivalent of £1,000 million multiplied by 0.00625 in the aggregate to the Managers), in each case, unless such Manager refuses to so participate as an underwriter, initial purchaser or placement agent, as applicable; *provided*, *however*, that (x) any amounts owed to a Manager or any of its affiliates as an Alternative Transaction Fee (as defined in the Fee Letter) in respect of the applicable Bridge Facility or otherwise payable to such Manager or any of its affiliates in connection with the Transactions shall be deducted from any amount owed to it as an Alternative Issuance Fee hereunder and (y) unless the Bridge Loans (or, if applicable, any Interim Bridge Loans) have been funded by a Manager (or its affiliates), no Alternative Issuance Fee will be payable to such Manager if no Alternative Transaction Fee in respect of the Bridge Facility is or would be payable to any of such Manager and its affiliates under the Fee Letter (any such Manager, an "Ineligible Manager"). (x) The payment to such Manager of the full amount owing thereto under this paragraph, if any, (y) the offer to such Manager to participate in such issuance (which is declined) or (z) such Manager becoming an Ineligible Manager, shall, in each case, discharge you from any obligation in respect of any fee provided for herein and shall terminate (to the extent not theretofore terminated) Section 1 of this letter agreement (as it relates to such Manager) and such Manager's retention under this letter agreement.

(c) You agree to reimburse any reasonable and documented legal costs or expenses incurred by the Managers (i) to the extent provided for in any executed underwriting agreement, placement agency agreement or purchase agreement, as applicable, referred to in Section 1 above and (ii) where no Offering is consummated, in connection with any matter referred to in this letter agreement or any transaction contemplated hereby. In connection with any Offering, you shall cause the applicable issuer to pay for all printing costs, filing fees, customary "blue sky" fees and expenses, if applicable, fees and expenses (including all fees and expenses of a "qualified independent underwriter", if required) relating to filings and clearances with the Financial Industry Regulatory Authority, any rating agencies, expenses relating to the listing of the Notes on a non-EEA stock exchange reasonably selected by you and any customary fees and expenses (including reasonable and documented and invoiced out-of-pocket legal expenses of one firm of counsel for all Managers) for creating and perfecting security interests in collateral.

(d) All payments to be made in connection with this letter agreement are to be made without deduction or withholding for or on account of any taxes, withholdings, levies, duties or other deductions of a similar nature (a "Tax Deduction"), except those required by law.

If a Tax Deduction is required to be made by law on a payment under any Commitment Document, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required, except to the extent that such Tax Deduction would not have arisen but for: (i) the beneficiary of such payment (or any of its Affiliates) being resident in or having any present or former connection with the jurisdiction imposing the relevant tax, withholding, levy, duty or other deduction; or (ii) the failure of the beneficiary of such payment (or any of its Affiliates) to provide any form, certificate, document or other information reasonably requested by the Company that would have reduced or eliminated such Tax Deduction.

(e) All fees and other amounts payable under this letter agreement which (in whole or part) constitute the consideration for a supply for VAT purposes are exclusive of any VAT which is chargeable on that supply, except where a Manager (or any of its affiliates) has exercised an option to treat that supply as subject to VAT, in which case all amounts payable hereunder shall be inclusive of VAT to the extent such VAT arises from the exercising of such option save to the extent that the relevant payor reasonably determines that it (or a member of a group of which it is part for VAT purposes) is entitled to credit or repayment in respect of all or part of such VAT from the relevant tax authority. In this last event, the amount payable shall be reduced so that the amount so reduced, increased by any non-recoverable VAT applicable to it, shall correspond to the amount that would have been borne by such payor had the relevant Party not opted to subject such amount to VAT. Upon the reasonable request of the relevant Party the payor shall provide any reasonable information in respect of its entitlement to deduct or recover input VAT. Subject to the prior sentence, if a Manager is required to account to a tax authority for any such VAT, you will pay such VAT, upon presentation of a valid VAT invoice, at the same time and in the same manner as the consideration to which such VAT relates (to the extent the reverse charge procedure is not applicable). Where this letter agreement requires any person to reimburse or indemnify any other person (the "Indemnitee") for any cost or expense, such reimbursement or indemnification shall include any amount of VAT incurred in respect of such cost or expense, save to the extent the relevant Indemnitee reasonably determines, acting in good faith, that such VAT is recoverable by it (or, if relevant, any other member of a group to which that person belongs for tax purposes).

(f) You agree that, once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances except as provided herein. All fees payable hereunder will be paid in immediately available funds. Your obligation to pay any fee set forth herein or to cause any such fee to be paid shall be joint and several with any other party having such an obligation, shall be absolute and unconditional and shall not be subject to reduction by way of setoff or counterclaim.

(g) Notwithstanding anything in the Commitment Documents to the contrary, if (i) a Manager (any such Manager, a "Declining Manager"), after being offered to participate in any Offering of Notes with no less than the percentage of compensatory economics specified herein on a proportionate basis for its commitments under the Bridge Facility and with roles commensurate to those contemplated by this letter agreement, declines to participate in such Offering of Notes, and (ii) the Requisite Bridge Arrangers (as defined in the Fee Letter) agree to act as underwriters, initial purchasers, arrangers or bookrunners in connection with such Offering of Notes, then the proceeds from such Offering of Notes shall be applied in accordance with the terms of the Bridge Facility Agreement to repay or refinance on a pro rata basis outstanding amounts or commitments thereunder held by, at the option of the Requisite Bridge Arrangers, either (x) lenders under the Bridge Facility Agreement (as defined in the Commitment Letter) that are not, and are to the exclusion of, Declining Managers (or their respective Underwriter affiliates) or (y) Managers (and their respective Underwriter affiliates) who participate in such Offering of Notes on the terms set forth in this Engagement Letter.

6. **Use of Name**. You agree that any references to any Manager made pursuant to a press release or other similar public disclosure in connection with an offering of any Securities are subject to such Manager's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

7. **Tombstone Advertisements**. Upon consummating the sale of any Securities, any Manager may place customary "tombstone" advertisements in publications of such Manager's choice at its own expense, with your prior approval (such approval not to be unreasonably withheld).

8. **Confidentiality**. (a) Each Manager shall use all confidential information provided to it by or on behalf of you hereunder solely for the purpose of providing the services which are the subject of this letter agreement and otherwise in connection with the Transactions and shall treat confidentially all such information; *provided*, *however*, that nothing herein shall prevent any Manager from disclosing any such information (i) contained in any Offering Document or "road show" presentation to prospective investors in connection with an Offering, (ii) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case such Manager

agrees (except with respect to any routine or ordinary course audit or examination conducted by bank examiners or any governmental or bank regulatory authority or self-regulatory authority exercising examination or regulatory authority) to inform you promptly thereof prior to such disclosure, unless such Manager is prohibited by applicable law, rule or regulation from so informing you), (iii) upon the request or demand of any regulatory authority having jurisdiction or purporting to have jurisdiction over any Manager or any of its respective affiliates (in which case such Manager, to the extent practicable and not prohibited by law, rule, regulation or request of any such regulatory authority, agrees (except with respect to any routine or ordinary course audit or examination conducted by bank examiners or any governmental or bank regulatory authority or self-regulatory authority exercising examination or regulatory authority) to inform you promptly thereof prior to such disclosure, unless not practical or such Manager is prohibited by applicable law, rule or regulation from, or is requested by such regulatory authority to refrain from, so informing you), (iv) to the extent that such information is or becomes publicly available other than by reason of disclosure by the Managers or their related parties in breach of the confidentiality obligations owing to you, the Sponsor, any Investor, the Group, the Target Group or any of your or their respective subsidiaries (including those obligations set forth in this paragraph), (v) to the extent that such information is received by such Manager or its affiliates (other than Excluded Affiliates (as defined below)) from a third party that is not, to such Manager's or its affiliates' knowledge, subject to confidentiality obligations owing to you, the Sponsor, any Investor, the Group, the Target or any of your or their respective subsidiaries with respect to such information, (vi) to the extent that such information was already in the Managers' possession on a non-confidential basis without a duty of confidentiality owing to you, the Sponsor, any Investor, the Group, the Target or any of your or their respective affiliates being violated, or is independently developed by the Managers, (vii) to the Managers' affiliates (other than Excluded Affiliates) and the Managers' and such affiliates' partners, directors, officers, firm personnel, employees, legal counsel, independent auditors, insurance brokers and other experts or agents (collectively, the "Representatives") who need to know such information in connection with the Transactions or any Offering and are informed of the confidential nature of such information and who are bound by obligations of confidentiality no less onerous than the terms of this paragraph (or language substantially similar to this paragraph) (*provided*, that such Manager shall be responsible for its affiliates and its affiliates' Representatives), (viii) subject to your prior approval of the information to be disclosed (such approval not to be unreasonably withheld), to rating agencies in connection with obtaining ratings for the Issuer or the Notes, (ix) for purposes of establishing a "due diligence" defense, (x) to any other party hereto, (xi) to the extent necessary in connection with the exercise of any remedy or enforcement of any rights hereunder, or (xii) to the extent you consent to such proposed disclosure, in each case of clauses (i), (iv), (v), (vi), (vii), (viii), (xi) or (xii) above, if and to the extent in compliance with the Takeover Code and other applicable provisions of law and the requirements of the Takeover Panel; *provided*, *however*, that, no such disclosure shall be made by the Managers to (i) any of their affiliates that is engaged as principals primarily in private equity, mezzanine financing or venture capital or any of such affiliate's respective officers, directors, employees, attorneys, accountants, advisors and other representatives (a "Private

Equity Affiliate") or (ii) any of their affiliates or any of such affiliate's respective officers, directors, employees, attorneys, accountants, advisors and other representatives that is a Sell-Side Advisor (together with the Private Equity Affiliates, in each case, other than a limited number of senior employees who are required, in accordance with industry regulations or the applicable Manager's internal policies and procedures to act in a supervisory capacity and the applicable Manager's internal legal, compliance, risk management, credit or investment committee members, the "Excluded Affiliates"). Each Manager shall be principally liable to the extent any confidentiality restrictions set forth herein are violated by one or more of its affiliates or any of its or its affiliates' Representatives to whom such Manager has disclosed information pursuant to clause (vii) in the proviso in the first sentence of this paragraph. The obligations under this Section 8(a) (other than with respect to the Underwriting Fee, which shall remain confidential) shall expire on the second anniversary of the date hereof.

(b) You agree that you will not and will cause your affiliates not to disclose this letter agreement, the contents hereof or the activities of the Managers pursuant hereto to any person without the prior written approval of the Managers (not to be unreasonably withheld, conditioned or delayed), except that you may disclose this letter agreement and the contents hereof and such activities (i) to the Managers or any of their affiliates, Sponsor, the Investors (including any potential co-investors) or any member of the Group or the Target Group or any holding company of the Group or the Target Group and to your and their respective directors, officers, employees and accountants, agents, attorneys and other advisors on a confidential basis, (ii) pursuant to the order of any court or administrative agency or governmental, banking or taxation authority or in any pending legal or administrative proceeding, or required by the rules of any relevant stock exchange, or otherwise as required by applicable law or compulsory legal process (in which case you agree to inform the Managers promptly thereof prior to such disclosure, unless it is not practical to do so or you are prohibited by applicable law from so informing the Managers), (iii) upon the request or demand of any regulatory authority having jurisdiction or purporting to have jurisdiction over you (in which case you agree to inform the Managers promptly thereof prior to such disclosure, unless it is not practical to do so or you are prohibited by applicable law from, or are requested by such regulatory authority to refrain from, so informing the Managers), (iv) in connection with any litigation or arbitration or similar proceedings to which you or any of your affiliates may be a party, to the extent compelled by legal process in such litigation, arbitration or similar proceedings, (v) to any prospective Manager or prospective equity investor, or affiliate of any thereof, and their respective officers, directors, employees, attorneys, accountants, agents and advisors on a confidential basis, (vi) in any public filing or in any prospectus, offering memorandum or offering circular or other offering materials in connection with the Transactions or the financing thereof or as may otherwise be required by law; *provided* that pursuant to this clause (vi), you may only disclose the existence, but not the terms, of this letter agreement, (vii) to the extent necessary in connection with the exercise of any remedy or enforcement of any rights hereunder, (viii) to rating agencies in connection with obtaining any rating for the issuer (or any member of the Group or the Target Group) or the Notes or other indebtedness with respect to the

Transactions and (ix) to the Takeover Panel and as otherwise required by applicable law, rule or regulation (including the Takeover Code and as required by the Takeover Panel) or compulsory legal process (in which case you agree to inform us promptly thereof to the extent not prohibited by law). The obligations under this Section 8(b) (other than with respect to the Underwriting Fee, which shall remain confidential) shall expire on the second anniversary of the date hereof.

9. Conflicts

You hereby acknowledge that certain banks may have been retained by the Target as the financial advisors (in their respective capacities as such, the "Sell-Side Advisors") to the Target in connection with the Acquisition. You agree to any such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of any Sell-Side Advisor and/or their respective affiliates' arranging or providing or contemplating arranging or providing financing for a competing bidder and, on the other hand, our and our affiliates' relationships with you as described and referred to under this letter. You acknowledge that, in such capacity, a Sell-Side Advisor may recommend that the Target not pursue or accept your offer or proposal for the Acquisition or advise the Target in other manners adverse to your interests.

Each of the parties hereto (i) acknowledges the retention of the Sell-Side Advisors as financial advisors to the Target in connection with the Acquisition and (ii) acknowledges that such relationship does not create any fiduciary duties or fiduciary responsibilities to such party on the part of any Sell-Side Advisor or their respective affiliates.

You hereby acknowledge that certain banks may have been retained by the Sponsor as the financial advisors (in their respective capacities as such, the "Buy-Side Advisors") to the Sponsor in connection with the Acquisition. You agree to any such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from the engagement of any Buy-Side Advisor, on the one hand, and our and our affiliates' relationships with you as described and referred to herein, on the other. Each of the Mandate Parties hereto acknowledges (i) the retention of Buy-Side Advisors and (ii) that such relationship does not create any fiduciary duties or fiduciary responsibilities to such Mandate Parties on the part of any Buy-Side Advisor or their respective affiliates.

10. Governing Law and Submission to Jurisdiction.

THIS LETTER AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY

APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS LETTER AGREEMENT OR THE PERFORMANCE OF SERVICES HEREUNDER.

Each of the parties hereto irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court sitting in the County of New York (including the Supreme Court of the State of New York sitting in New York County and the United States District Court for the Southern District of New York and the respective appellate courts thereof) over any suit, action or proceeding arising out of or relating to this letter agreement. Service of any process, summons, notice or document by registered or certified mail addressed to any of the parties hereto at the address above shall be effective service of process against such person for any suit, action or proceeding brought in any such court. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Each of the parties hereto agrees to commence any such action, suit, proceeding or claim either in the United States District Court for the Southern District of New York or in the Supreme Court of the State of New York, New York County, in each case, located in the Borough of Manhattan. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction the relevant person is or may be subject, by suit upon judgment.

11. Bail In.

Each of the parties to this letter agreement acknowledges and accepts that any liability of any party to any other party under or in connection with this letter agreement may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

  (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

  (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of this letter agreement to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

For the purposes of this Section 11:

"Article 55 BRRD" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"Bail-In Action" means the exercise of any Write-down and Conversion Powers.

"Bail-In Legislation" means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to the United Kingdom, the UK Bail-In Legislation; and

(c) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

"EEA Member Country" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"EU Bail-In Legislation Schedule" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

"Resolution Authority" means any body which has authority to exercise any Write-down and Conversion Powers.

"UK Bail-In Legislation" means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"Write-down and Conversion Powers" means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(b) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and

(c) in relation to any other applicable Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation.

12. Miscellaneous. This letter agreement contains the entire agreement among the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. This letter agreement may not be amended or modified except by a writing executed by each of the parties hereto. Section headings herein are for convenience only and are not a part of this letter agreement. This letter agreement is solely for the benefit of you and the Managers, and no other person (except for the Sponsor and for the Indemnified Persons, to the extent set forth in Annex A hereto) shall acquire or have any rights under or by virtue of this letter agreement. This letter agreement may not be assigned by you (other than to (1) Bidco, (2) the Issuer and/or (3) one or more other entities established in connection with the Transactions organized under the laws of the United States, any state thereof or the District of Columbia, the laws of England and Wales or the laws of any other jurisdiction to which the Managers may consent (such consent not to be unreasonably withheld, conditioned or delayed) and controlled by the Sponsor, the Group or the Target, with all or a portion of the obligations and liabilities of Bidco hereunder being assumed by Bidco, the Issuer and/or such other entity or entities upon the effectiveness of such assignment and subject to satisfaction of all reasonable 'Know Your

Customer' requirements of the Managers and, following any such assignment or transfer, all references in this letter to "you" shall be deemed to be references to such entity) without the prior written consent of the Managers, not to be unreasonably withheld (and any attempted assignment without such consent shall be null and void).

If any term, provision, covenant or restriction in this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. You and the Managers shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

The Managers hereby notify you that pursuant to the requirements of the U.S.A. PATRIOT Improvement and Reauthorization Act, Title III of Pub. L.107-56 (signed into law October 26, 2001, as amended from time to time, the "PATRIOT Act") and the Customer Due Diligence Requirements for Financial Institutions issued by the U.S. Department of Treasury Financial Crimes Enforcement Network under the Bank Secrecy Act (such rule published May 11, 2016 and effective May 11, 2018, as amended from time to time, the "CDD Rule"), each of the Managers is required to obtain, verify and record information that identifies the issuer and each guarantor, which information includes the name, address, tax identification number and other information regarding the issuer and each guarantor that will allow the Managers to identify the issuer and such guarantor in accordance with the PATRIOT Act and the CDD Rule. This notice is given in accordance with the requirements of the PATRIOT Act and the CDD Rule and is effective as to the Managers.

This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission, e-mail or other electronic transmission (e.g., a "pdf", "tiff" or DocuSign) shall be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words "execution," "execute," "executed," "signed," "signature" and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record-keeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

You acknowledge that any services provided by the Managers in connection with this letter agreement do not constitute "investment advice" as defined in Paragraph 1(4) of Article 4 of the Markets in Financial Instruments Directive (2014/65/EU).

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by signing in the appropriate space below and returning to us the enclosed duplicate originals (or facsimiles or other electronic transmissions) hereof before 11:59 p.m. (London time) on the date falling twenty U.K. business days after the date of this letter, whereupon this letter agreement shall become a binding agreement between us.

Very truly yours,

[signature pages follow]

HSBC BANK PLC

as Manager

By: [redacted]

Name: [redacted]

Title: [redacted]

[redacted]

ROYAL BANK OF CANADA

as Manage [redacted]

By: ____[redacted]_____

Name: [redacted]

Title: [redacted]

[*Signature Page – Project Marlin Engagement Letter*]

BARCLAYS BANK PLC

as Manag[redacted]

By: __[redacted]_

Name: [redacted]

Title: [redacted]

Docusign Envelope ID: F7C79D94-BB62-84AD-820E-D73267DC9697

Accepted and agreed for and on behalf of

OCS Group Holdings Limited

By: ______ [redacted]

Name: [redacted]

Title: [redacted]

Date: 20 July 2026

ANNEX A

You and the relevant issuers (the "Indemnifying Party") shall indemnify and hold harmless each Manager, its affiliates and its and their respective officers, directors, partners, employees, agents and controlling persons, but excluding (x) any of the foregoing in its capacity, if applicable, as financial advisor to the Target or any of its direct or indirect equity holders or affiliates in connection with the Transactions (each, a "Sell-Side Advisor") and any Related Person (as defined below) of such Sell-Side Advisor in such capacity, (y) any of the foregoing in its capacity, if applicable, as a Private Equity Affiliate in connection with the Transactions and any Related Person of such Private Equity Affiliate in such capacity and (z) any Investor in its capacity as such and any Related Person of such Investor in such capacity (each, other than such excluded parties, an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and reasonable and documented out-of-pocket expenses, joint or several, of any kind or nature whatsoever (other than tax) to which any such Indemnified Person may become subject arising out of or in connection with the transactions contemplated by the letter agreement to which this Annex A is attached, or any action, claim, litigation, investigation or proceedings, actual or threatened, relating to the foregoing ("Proceedings"), regardless of whether such Proceedings are brought by you, your equity holders or creditors or an Indemnified Person and regardless of whether any such Indemnified Person is a party thereto, and to reimburse such Indemnified Persons for any reasonable and documented out-of-pocket legal or other expenses incurred in connection with investigating, responding to or defending any of the foregoing; *provided* that the foregoing indemnification will not, as to any Indemnified Person, apply to actions, losses, claims, damages, liabilities or expenses (i) to the extent that they have resulted from the bad faith, gross negligence or willful misconduct of such Indemnified Person, or any Related Person of such Indemnified Person (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) arising from a material breach of the obligations of such Indemnified Person or any Related Person of such Indemnified Person under this letter agreement or any other agreement with any Indemnifying Party relating to the transactions contemplated by the letter agreement to which this Annex A is attached (as determined by a court of competent jurisdiction in a final and non-appealable decision), (iii) arising out of, or in connection with, any Proceeding that does not arise from an act or omission by you or any of your affiliates and that is brought by an Indemnified Person against any other Indemnified Person or (iv) to the extent they have resulted from any agreement governing any settlement that is effected without your prior written consent (which consent shall not be unreasonably withheld). For purposes hereof, a "Related Person" of an Indemnified Person, Sell-Side Advisor, Private Equity Affiliate or Investor means, if the Indemnified Person, Sell-Side Advisor, Private Equity Affiliate or Investor is a Manager or any of its affiliates, or any of their respective directors, officers, partners, agents, employees, representatives and controlling persons, any of such Manager and its affiliates and the directors, officers, partners, agents, employees, representatives and controlling persons thereof. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Person as a result of such action, loss, claim, damage, liability or expense in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, with respect to the transactions contemplated by the letter agreement to which this Annex A is attached or, if such allocation is determined by a court or arbitral tribunal to be unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of the Indemnifying Parties, on the one hand, and of the Indemnified Persons, on the other hand; *provided*, *however*, that, to the extent permitted by applicable law, the Indemnified Persons shall not be responsible for amounts which in the aggregate are in excess of the amount of all fees actually received or receivable by the Managers from the Indemnifying Parties in connection with the engagement. Relative benefits to the Indemnifying Parties, on the one hand, and to the Indemnified Persons, on the other hand, shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Indemnifying Parties in connection with any Offering (as defined in the letter agreement to which this Annex A is attached), whether or not consummated, bears to (ii) all fees actually received by the Managers in connection with the letter agreement to which this Annex A is attached. Relative fault shall be determined, in the case of actions, losses, claims, damages, liabilities or expenses arising out of or based on any untrue statement or any alleged untrue statement of a material fact or omission or alleged omission to state a material fact, by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Parties to the Managers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The indemnity, reimbursement and contribution obligations of the Indemnifying Party under this Annex A shall be in addition to any liability that the Indemnifying Party may otherwise have to an Indemnified Person and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnifying Party and any Indemnified Person.

Promptly after receipt by an Indemnified Person of notice of the commencement of any Proceedings, such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Party in respect thereof, to the extent legally permissible, notify the Indemnifying Party in writing of the commencement thereof; *provided* that the omission so to notify the Indemnifying Party will not relieve it from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure. In case any such Proceedings are brought against any Indemnified Person and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein and, to the extent that it may elect by written notice delivered to such Indemnified Person, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Person; *provided* that if the defendants in any such Proceedings include both such Indemnified Person and the Indemnifying Party and such Indemnified Person shall have concluded (based on the advice of counsel) that there may be legal defenses available to it that are different from or additional to those available to the Indemnifying Party, such Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Proceedings on behalf of such Indemnified Person. Upon receipt of notice from the Indemnifying Party to such Indemnified Person of its election so to assume the defense of such Proceedings and approval by such Indemnified Person of counsel, the Indemnifying Party shall not be liable to such Indemnified Person for expenses subsequently incurred by such Indemnified Person in connection with the defense thereof (other than reasonable costs of investigation) unless (i) such Indemnified Person shall have employed separate counsel due to a conflict that requires separate representation for the Indemnified Person and Indemnifying Party (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel (in addition to local counsel and regulatory counsel, if applicable), approved by each of the Managers, representing the Indemnified Persons who are parties to such Proceedings), (ii) the Indemnifying Party shall not have employed counsel reasonably satisfactory to such Indemnified Person to represent such Indemnified Person within a reasonable time after notice of commencement of the Proceedings (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel (in addition to local counsel and regulatory counsel, if applicable)) or (iii) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Person; and except that such liability shall be only in respect of the counsel referred to in such clause (i), (ii) or (iii).

The Indemnifying Party shall not be liable for any settlement of any Proceedings effected without its consent (which consent shall not be unreasonably withheld), but if settled with its written consent or if there is a final and non-appealable judgment for the plaintiff in any such Proceedings, the Indemnifying Party agrees to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and reasonable and documented out-of-pocket expenses by reason of such settlement or judgment in accordance with and to the extent provided in the first preceding paragraph. If the Indemnifying Party has reimbursed any Indemnified Person for any legal or other expenses in accordance with any request therefor and there is a final judicial or arbitral determination that the Indemnified Person was not entitled to indemnification or contribution rights with respect to such payment pursuant to this Annex A, then the Indemnified Person shall promptly refund such amount. The Indemnifying Party shall not, without the prior written consent of an Indemnified Person (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceedings against such Indemnified Person unless such settlement (x) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

The foregoing shall be in addition to any rights that the Indemnified Persons may have at common law or otherwise. The provisions of this Annex A shall remain in full force and effect following the completion or termination of the engagement under the letter agreement to which this Annex A is attached.

Capitalized terms used but not defined in this Annex A have the meanings assigned to such terms in the letter agreement to which this Annex A is attached.

ANNEX B

Managers	**Economics Percentage**
HSBC	33.4%
RBC	33.3%
Barclays	33.3%