From: RBC Europe Limited

To: OCS Group Holdings Limited

20 July 2026

Dear Sirs

Project Marlin – Conditions Precedent Letter

1. We refer to the commitment letter dated on or around the date of this letter between, among others, OCS Group Holdings Limited, the Lead Arrangers and the Underwriters (each as defined therein) (the "**Commitment Letter**") and the interim loan agreement dated on or around the date of this letter (the "**Interim Loan Agreement**"). Further, we refer to the conditions precedent set out in Schedule 3 (*Conditions Precedent*) to the Interim Loan Agreement.

2. Terms defined in the Interim Loan Agreement shall have the same meaning when used in this letter.

3. We confirm that we, or our advisers, have received, in form and substance satisfactory to us (acting on the instructions of the Lead Arrangers or the Majority Interim Lenders), each of the conditions precedent listed in Annex 1 to this letter and accordingly have been unconditionally and irrevocably satisfied for the purposes of Clause 3.1(a) (*The Making of Interim Loans*) of the Interim Loan Agreement.

4. The conditions precedent listed in Annex 2 do not need to be in agreed form and are not required to be in form and substance satisfactory to us as Interim Facility Agent. These conditions, which are required to be delivered before the funding of any utilisation under the Interim Loan Agreement, will be unconditionally and irrevocably satisfied when the relevant documents are delivered to us.

5. This letter and the terms and conditions contained herein are subject to the confidentiality and publicity/announcement restrictions set out in the Commitment Letter.

6. This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

Yours f [redacted]

Signed: [redacted]
Name: [redacted]
Title: [redacted]

For and on behalf of RBC Europe Limited as Interim Facility Agent

Annex 1

List of satisfied conditions precedent

Interim Loan Agreement Schedule 3 Reference	Item
Paragraph 1 of Schedule 3	A copy of the constitutional documents of each Obligor.
Paragraph 2 of Schedule 3	A copy of a resolution of the board of directors (or equivalent body) of each Obligor: (a) approving the terms of, and the transactions contemplated by, the Interim Documents to which it is a party and resolving that it execute, deliver and perform the Interim Documents to which it is a party; (b) authorising a specified person or persons to execute the Interim Documents to which it is a party on its behalf; and (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including any Drawdown Request) to be signed and/or despatched by it under or in connection with the Interim Documents to which it is a party.
Paragraph 3 of Schedule 3	A specimen signature of each person authorised by the resolutions referred to in paragraph 2 above in relation to the Interim Documents.
Paragraph 4 of Schedule 3	A copy of a certificate from each Obligor signed by an authorised signatory of such Obligor: (a) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Interim Commitments would not cause any borrowing, guarantee, security or similar limit binding on it to be exceeded (save for any such limit that applies by reason of the terms of the Senior Finance Documents (as defined in the Existing Senior Facilities Agreement)); and (b) certifying that each copy document relating to it specified in paragraphs 1 through 4 of Schedule 3 and paragraph 5(d) of the Interim Loan Agreement is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Interim Loan Agreement.
Paragraph 5 of Schedule 3	A copy of a certificate signed by an authorised signatory of the Parent: (a) certifying that the Minimum Sponsor Contribution has or will be made on or before the Closing Date; (b) certifying that it has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the Companies Act 2006 from each company (a "**Charged Company**") incorporated in the United Kingdom whose shares are secured pursuant to the Security Documents;

	(c) certifying that no "warning notice" or "restrictions notice" (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of the shares of a Charged Company; and (d) attaching a copy of the PSC Register of each Charged Company.
Paragraph 6(a) of Schedule 3	A copy of the Interim Loan Agreement duly executed.
Paragraph 6(b) of Schedule 3	A copy of each duly executed Security Document (other than the Post-Closing Security Documents) and any notices or other perfection requirements or share certificates, notices, stock transfer forms or share registers required to be provided pursuant to the terms of such Security Documents (other than Post-Closing Security Documents) on the Closing Date (provided that, for the avoidance of doubt, such executed Security Documents shall be held in escrow and will not be dated and released until immediately after the initial utilisation of the Interim Facilities, on the Closing Date).
Paragraph 6(c) of Schedule 3	A copy of the duly executed Senior Fee Letter.
Paragraph 6(d) of Schedule 3	A copy of each duly executed Bridge Fee Letter.
Paragraph 6(e) of Schedule 3	A copy of the fee letter with the Agents executed by the Borrower.
Paragraph 8 of Schedule 3	A copy of each of: (a) the Reports; and (b) the Structure Memorandum.
Paragraph 9 of Schedule 3	(a) An English law legal opinion from counsel to the Lead Arrangers (addressed to, or capable of being relied on by, the Interim Lenders) other than in relation to the Security Documents. (b) An English law legal opinion from counsel to the Lead Arrangers in relation to the Security Documents (other than the Post-Closing Security Documents), in agreed form with the Interim Lenders and to be issued on the date on which the Security Documents (other than the Post-Closing Security Documents) are dated in accordance with paragraph 6 subject to any updates as required prior to issuance.
Paragraph 10 of Schedule 3	A group structure chart pro forma for the Acquisition (as set out in the Structure Memorandum).
Paragraph 11 of Schedule 3	A copy of the Sponsor Base Case (as defined in the Commitment Letter).

<table>
<tr><td>Paragraph 14 of Schedule 3</td><td>A copy of the Approved List.</td></tr>
<tr><td>Paragraph 15 of Schedule 3</td><td>Provision of all information reasonably necessary to comply with applicable anti-money laundering requirements and completion of each Interim Lender's 'KYC' requirements.</td></tr>
<tr><td>Paragraph 16 of Schedule 3</td><td>A copy of the draft first Scheme Press Release or Offer Press Release in substantially final form.</td></tr>
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Annex 2

<u>List of conditions not required to be in form and substance satisfactory to the Interim Facility Agent</u>

<table>
<tr><th>Interim Loan Agreement Schedule 3 Reference</th><th>Item</th></tr>
<tr><td>Paragraph 7(a) of Schedule 3</td><td>Evidence of the consummation of the Acquisition, being if the Acquisition is proceeding by way of a Scheme, a letter from the Parent (signed by a director) addressed to the Interim Facility Agent confirming that the Scheme Court Order has been delivered to the Registrar of Companies at Companies House and attaching copies of the following documents:
(a) the issued Scheme Press Release;
(b) the Scheme Circular;
(c) the Scheme Court Order; and
(d) the resolutions passed at the required Court meeting and general meeting of the Target.</td></tr>
<tr><td>Paragraph 7(b) of Schedule 3</td><td>Evidence of the consummation of the Acquisition, being if an Offer Conversion has occurred:
(a) a copy of a resolution of the board of directors (or equivalent body) of Bidco:
(i) approving the terms of, and the transactions contemplated by, the Offer Press Release updated to reflect the Offer Conversion; and
(ii) approving the release of the Offer Press Release.
(b) a letter from the Parent (signed by a director) addressed to the Interim Facility Agent:</td></tr>
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	(i) attaching certified copies of the Offer Transaction Documents; (ii) confirming that the Offer has been declared unconditional without any breach of Clause 14.2(n)(ii)(C) (*Terms of the Offer*) of the Interim Loan Agreement; and (iii) confirming that no material term of any condition of the Offer has been waived or amended in any respect in breach of Clause 14.2(n)(ii)(C) (*Terms of Offer*) of the Interim Loan Agreement without the consent of the Interim Facility Agent.
Paragraph 12 of Schedule 3	The Funds Flow document.
Paragraph 13 of Schedule 3	Evidence that the fee(s) specified in the paragraph titled 'Interim Loan Agreement Fees' of the Senior Fee Letter and the paragraph titled 'Interim Loan Agreement Fees' of the Bridge Fee Letter, in each case, attributable to this Agreement, have been or will be paid, which condition will be satisfied by a reference to the payment of such fees in the Funds Flow document.