CONFIDENTIAL

PROJECT MARLIN
SENIOR FACILITIES FEE LETTER

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]

17 July 2026

Dear Madam/Sir:

Project Marlin – Facilities

We refer to the commitment letter dated 17 July 2026 (as amended and/or amended and restated from time to time) from the Lead Arrangers, the Underwriters, the Senior Facility Agent and the Bridge Facility Agent (each as defined therein) to you (the "Commitment Letter") to which is attached summary terms as Exhibits A – E thereto and Annexes and Schedules thereto (together, the "Term Sheet") in relation to the Facilities described therein. This is a Fee Letter for the purposes of the Commitment Letter.

Terms used but not defined in this letter have the meanings assigned thereto in the Commitment Letter or the Term Sheet unless the context indicates otherwise. Any references to Closing Date hereunder in relation to the Interim Facilities (as defined below) shall be a reference to "Closing Date" as defined in the Interim Loan Agreements.

We write to confirm the agreement reached between us on, among other things, fees payable by you in connection with the Senior Facilities (and the Interim Facilities).

Underwriting Fee

In relation to the Senior Facilities, you shall, or shall procure that the relevant Borrower shall, pay or cause to be paid to each Lead Arranger, (i) on the Closing Date an underwriting fee (the "Initial Underwriting Fee") equal to (x)(A) 1.75% of the aggregate amount of Term Loan Facility B1 which is funded by that Lead Arranger on the Closing Date and (B) 1.75% of the aggregate amount of Term Loan Facility B2 which is funded by that Lead Arranger on the Closing Date and (y) 1.75% of the aggregate amount of the commitments of each Lead Arranger with respect to the Revolving Facility immediately prior to the closing on the Closing Date and (ii) on any other date during the Availability Period for the relevant Senior Term Loan Facility on which such Senior Term Loan Facility is utilised (each such date, a "Subsequent Utilisation Date") an underwriting fee (each, a "Subsequent Underwriting Fee" and, together with the Initial Underwriting Fee, the "Underwriting Fee") equal to (A) 1.75% of the aggregate amount of Term Loan Facility B1 which is funded by each Lead Arranger on such Subsequent Utilisation Date and (B) 1.75% of the aggregate amount of Term Loan Facility B2 which is funded by each Lead Arranger on such Subsequent Utilisation Date.

Senior OID

You agree (i) for the rateable benefit of each Senior Lender under the relevant Senior Term Loan Facility as of the Closing Date, that original issue discount (the "Initial Senior OID") in an amount up to (x) 1.00% of the aggregate principal amount of Term Loan Facility B1 which is funded by such Senior Lender on the Closing Date shall be deducted from the principal amount of Term Loan Facility B1 which is funded by such

Senior Lender on the Closing Date and (y) 0.50% of the aggregate principal amount of Term Loan Facility B2 which is funded by such Senior Lender on the Closing Date shall be deducted from the principal amount of Term Loan Facility B2 which is funded by such Senior Lender on the Closing Date, in each case in full on the Closing Date but only to the extent necessary to place such Senior Term Loan Facility at market pricing in syndication and (ii) for the rateable benefit of each Senior Lender under the relevant Senior Term Loan Facility as of any Subsequent Utilisation Date, that original issue discount (each, a "Subsequent Senior OID" and, together with the Initial Senior OID, the "Senior OID") in an amount up to (x) 1.00% of the aggregate principal amount of Term Loan Facility B1 which is funded by such Senior Lender on such Subsequent Utilisation Date shall be deducted from the principal amount of Term Loan Facility B1 which is funded by such Senior Lender on the Subsequent Utilisation Date and (y) 0.50% of the aggregate principal amount of Term Loan Facility B2 which is funded by such Senior Lender on such Subsequent Utilisation Date shall be deducted from the principal amount of Term Loan Facility B2 which is funded by such Senior Lender on the Subsequent Utilisation Date, in full on such Subsequent Utilisation Date but only to the extent necessary to place such Senior Term Loan Facility at market pricing in syndication. Any excess above what is required to be deducted in syndication shall be funded to Midco and the Underwriters shall retain, in respect of amounts which they still hold, only the amount required to be deducted in syndication, *provided* that, for the avoidance of doubt, if a Satisfactory Syndication has not been achieved by the Satisfactory Syndication Date then the Underwriters shall be entitled to retain the full amount of the applicable Senior OID that is not deducted by new Senior Lenders.

Interim Loan Agreement Fees

In the event the Interim Loan Agreements are executed and the Interim Loans thereunder corresponding to the relevant Senior Term Loan Facility or the Revolving Facility are funded in accordance with the terms thereof, you agree to pay (or cause to be paid) to the Interim Lenders under each Interim Loan Agreement, each for their own accounts, an arrangement fee (the "Interim Arrangement Fee") equal to the sum of (i) 1.75% of the aggregate amount of the proportion of sterling denominated commitments under each Interim Term Facility (as defined in each of the Interim Loan Agreements) immediately prior to the closing on the Closing Date that corresponds to the commitments in respect of Term Loan Facility B, payable on or about the date each such amount is funded and (ii) 1.75% of the aggregate amount of commitments under the Interim Revolving Facility (as defined in each of the Interim Loan Agreements) immediately prior to the closing on the Closing Date, payable on or about the date each such amount is funded (for the avoidance of doubt, without double-counting any Interim Revolving Commitments that are funded more than once). Any such Interim Arrangement Fee shall be divided among the Interim Lenders based on their *pro rata* share of the commitment amount of the Interim Facilities (as set forth in the Interim Loan Agreements). If the Acquisition is consummated using the Interim Loans and the Interim

Arrangement Fee is paid, then such Interim Arrangement Fee shall, to the extent of such payment, be credited against the Underwriting Fee in respect of the relevant Senior Term Loan Facility or the Revolving Facility payable in connection with a funding under the Facilities. As such, there shall be no double-counting of fees payable in connection with the Interim Facilities, on the one hand, and the fees payable in connection with the Senior Facilities, on the other hand.

Payment of Fees

The Underwriting Fee and the Senior OID are, unless stated otherwise herein:

(i) in respect of the Initial Underwriting Fee and the Initial Senior OID, payable on the Closing Date and only if the Closing Date shall occur;

(ii) payable whether the Acquisition is financed by the Senior Facilities or those facilities provided for under the Interim Loan Agreements (the "Interim Facilities"); and

(iii) payable in the currency in which the relevant Senior Facility is denominated and in immediately available funds to the Lead Arrangers or, as the case may be, to such account(s) as shall be notified to you.

Taxes and Other Deductions

The provisions of the paragraph headed "Taxes and Other Deductions" of the Commitment Letter shall apply to this Fee letter as if set out in full in this letter, mutatis mutandis.

Market Flex

If the Lead Arrangers together holding a majority of the commitments as at the date of this letter in respect of the Senior Facilities determine in their reasonable judgement that such changes are necessary in order to achieve a Satisfactory Syndication (for the avoidance of doubt whether or not a Satisfactory Syndication is ultimately achieved and whether or not such changes alone are sufficient to enable a distribution of commitments at that time and notwithstanding that there is no active market for the sale of such commitments), the Lead Arrangers may, at any time from the date hereof to the Satisfactory Syndication Date, and after consultation with you in good faith (and providing reasonable details to you of why such changes are necessary in order to achieve a Satisfactory Syndication and any other information as you may reasonably request):

(a) introduce a 101% soft call in respect of Term Loan Facility B1 applicable for the first 6 months after the Closing Date;

(b) introduce a 101% soft call in respect of Term Loan Facility B2 applicable for the first 6 months after the Closing Date;

(c) decrease the Consolidated Senior Secured Leverage Ratios in the margin ratchet for Term Loan Facility B1, such that the ratio step downs are as follows:

Consolidated Senior Secured Leverage Ratio	**Facility B1 Margin % p.a.**
Greater than or equal to 4.40:1.00	5.00%
Less than 4.40:1.00 but greater than or equal to 4.15:1.00	4.75%
Less than 4.15:1.00 but greater than or equal to 3.90:1.00	4.50%
Less than 3.90:1	4.25%

(d) decrease the Consolidated Senior Secured Leverage Ratios in the margin ratchet for Term Loan Facility B2, such that the ratio step downs are as follows:

Consolidated Senior Secured Leverage Ratio	**Facility B2 Margin % p.a.**
Greater than or equal to 4.40:1.00	3.75%
Less than 4.40:1.00 but greater than or equal to 4.15:1.00	3.50%
Less than 4.15:1.00 but greater than or equal to 3.90:1.00	3.25%
Less than 3.90:1	3.00%

(e) extend the extend the length of the MFN “sunset” provision in respect of Incremental Facilities from six months to twelve months;

(f) reduce the size of the "inside maturity" carve-out basket in respect of Incremental Facilities (as set out in the definition of "Earlier Maturity Exceptions") from (i) the greater of €1,656 million and 200% of Consolidated EBITDA to (ii) the greater of €828 million and 100% of Consolidated EBITDA;

(g) remove the basket in respect of Indebtedness incurred in connection with "Exempt Leasing Transactions";

(h) include in the Restricted Payments builder basket an event of default blocker, provided that such blocker shall be limited to payment and insolvency events of default;

(i) include in the Restricted Payments builder basket a coverage ratio test, consistent with the Opella Precedent;

(j) remove from paragraph (a)(C)(I) of the "consolidated net income" Restricted Payments builder basket the limb with respect to Consolidated EBITDA accrued during such period minus 150% of Consolidated Interest Expense for such period;

(k) remove from paragraph (a)(C) of the "consolidated net income" Restricted Payments builder basket the basket in respect of the proceeds from any "Exempt Leasing Transaction";

(l) remove from paragraph (a)(C) of the "consolidated net income" Restricted Payments builder basket the basket in respect of the aggregate amount of the proceeds from the sale of any accounts receivable, royalty or other similar rights to payment and any other assets related thereto that are not reflected on the most recent consolidated balance sheet of the Parent and the Restricted Subsidiaries;

(m) remove from paragraph (A) of the leverage ratio Restricted Payments basket the bifurcation, which sets the Consolidated Senior Secured Leverage Ratio for Restricted Payments which do not constitute a dividend or distribution 0.25x higher than the Consolidated Senior Secured Leverage Ratio for any Restricted Payments which constitute dividends or distributions (creating a single consolidated Consolidated Senior Secured Leverage Ratio basket for any Restricted Payments, consistent with the Opella Precedent, which shall be set at 4.40:1);

(n) include in the leverage ratio Restricted Payments basket an event of default blocker, consistent with the Opella Precedent;

(o) reduce the size of the general Restricted Payments basket from 75% of LTM EBITDA to 40% of LTM EBITDA;

(p) reduce the size of the general Permitted Investment basket from 75% of LTM EBITDA to 40% of LTM EBITDA;

(q) reduce the size of the Subordinated Obligations Restricted Payments basket from 75% of LTM EBITDA to 40% of LTM EBITDA;

(r) remove the ability to re-allocate amongst one or more of the general Restricted Payments basket, the general Permitted Investment basket and the Subordinated Obligations Restricted Payments basket;

(s) amend the 75% cash consideration test for asset sales from an optional cumulative test to a case-by-case test, consistent with the Opella Precedent;

(t) amend the asset sales proceeds waterfall such that it applies to all Asset Dispositions and not just Asset Dispositions with respect to Collateral, consistent with the Opella Precedent;

(u) remove the exclusion of "Exempt Leasing Transactions" from the definition of "Asset Disposition";

(v) include a requirement to hold an annual management conference call with the senior finance parties, consistent with the Opella Precedent;

(w) remove the "high-water mark" proviso in the second paragraph of the "Baskets" section of the Senior Term Sheet;

(x) change the pricing on any or all of the Senior Term Loan Facilities by increasing the Applicable Margin (the "Margin Flex") provided that the weighted average cost of the Senior Term Loan Facilities does not increase by more than [redacted] per annum; and/or

(y) require you to bear an original issue discount not exceeding (i) [redacted] of the aggregate principal amount of commitments of Term Loan Facility B1 as at the Closing Date and (ii) [redacted] of the aggregate principal amount of commitments of Term Loan Facility B2 as at the Closing Date (the "Additional OID").

The cumulative effect of Margin Flex and Additional OID shall not result in X plus Y exceeding [redacted] where:

(i) "X" is the increase in the annual weighted average cost of funding to the Group across the Senior Term Loan Facilities as a result of Margin Flex; and

(ii) "Y" is the total amount of Additional OID expressed as a percentage of the aggregate principal amount of the Senior Term Loan Facilities as at the Closing Date (excluding any Term Loan Flex Increase) divided by 3.

The Margin Flex referred to in paragraph (x) above and the maximum amount of Margin Flex and Additional OID described in the immediately preceding paragraph will step up by 25 basis points on 16 February 2027 if the Syndication Commencement Date has not occurred by such date. For this purpose, "Syndication Commencement Date" shall mean the date of commencement of syndication by the Lead Arrangers in accordance with the terms of the Commitment Letter.

The Additional OID will apply, subject to the terms of this letter, only if the Closing Date shall occur. At your option, (a) any Additional OID may be funded by drawings of the Revolving Facility and/or (b) the size of any Senior Term Loan Facility may be increased in an amount necessary to fund up to the entire amount of the Additional OID (such amount in this paragraph (b), the "Term Loan Flex Increase"), which increase shall be deemed to be part of the aggregate committed amount of the applicable Senior Term Loan Facilities committed under the Commitment Letter for all purposes under the Mandate Documents (provided that in no event shall Underwriting Fees be payable in respect of any Term Loan Flex Increase) and the amount of the Additional OID will be deducted from the proceeds of such Senior Term Loan Facility. For the avoidance of doubt, Senior OID and Additional OID shall be for the benefit of, the Lead Arranger in relation to any increased amount of the Senior Term Loan Facilities pursuant to this paragraph.

In the event that any of the flex provisions referred to above are exercised, (a) the Financial Undertaking will, at your request, be amended to provide the equivalent agreed headroom in relation to the Financial Undertaking and the Applicable Margin ratchets (as set out in the Term Sheet) shall be amended accordingly and/or (b) any equivalent changes will, if applicable, be made to the terms of the Bridge Facility Agreement (as defined in the Commitment Letter) and/or the terms and conditions of the applicable indentures with respect to the Notes (as defined in the Commitment Letter).

The Lead Arrangers further agree to use their best efforts to syndicate the Senior Facilities on the basis of a reduced Applicable Margin and/or a reduced original issue discount and a financing structure more favourable to the Group but only to the extent that such reduction in the Applicable Margin and/or original issue discount and such more favourable structure does not materially prejudice Satisfactory Syndication. If the Applicable Margin of any of the Senior Term Loan Facilities is reduced in accordance with this paragraph, the Revolving Facility Applicable Margin (including the margin ratchet) shall be reduced by a corresponding amount in order to maintain the delta between the relevant Senior Term Loan Facility Applicable Margin and the Revolving Facility Applicable Margin as at the date of this letter.

Agency Fees

If the Senior Facilities Agreement or the Interim Loan Agreements are executed by you, you shall, or shall procure that the relevant Borrower shall, pay or cause to be paid an agency fee to the Senior Facility Agent and Security Agent in respect of the Senior Facilities (including the Interim Facilities) in amounts to be agreed and payable annually in advance on the Closing Date and, after the date falling one year from the Closing Date, annually in advance for so long as the Senior Facilities Agreement or the Interim Loan Agreements are in effect, with no additional right to charge for the Senior Facility Agent's or the Security Agent's management time.

You hereby acknowledge and agree that, in all circumstances, each of the foregoing fees (a) shall (save for any agency fees refunded because of pro rating for any part of a year) be non-refundable in whole or in part, (b) shall not be subject to set-off or counterclaim for, or be otherwise affected by, any claim or dispute relating to any other matter and (c) shall be in addition to any other fees payable by you pursuant to any other agreements.

Alternate Transaction Fee

If, in connection with the consummation of the Acquisition, or, in lieu of the Acquisition, any similar transaction prior to the first anniversary of the date of this letter, in which you or your subsidiaries acquire, directly or indirectly, all or substantially all of the equity interests or assets of the Target or a proportion equivalent to this transaction (any such foregoing transaction, an "Alternate Transaction"), another institution proposes to provide debt financing in lieu of any of the Senior Term Loan Facilities and/or the Revolving Facility (including the Interim Facilities) (notwithstanding a willingness on the part of an Underwriter to provide such Senior Term Loan Facility and/or the Revolving Facility (including the Interim Facilities)) (such debt financing, an "Alternate Financing"), unless:

(i) the commitments of such Underwriter under the Commitment Letter have been terminated by such Underwriter prior to its stated termination date;

(ii) such Underwriter breaches its obligations under the Commitment Letter or otherwise declines to provide a Senior Term Loan Facility and/or the Revolving Facility (including the Interim Facilities) on the terms and conditions set forth in the Commitment Letter;

(iii) such Underwriter has failed, following a request by you, to reaffirm its willingness to provide its proportion of the relevant Senior Term Loan Facility and/or the Revolving Facility (including the Interim Facilities) on the terms and conditions set forth in the Commitment Letter;

(iv) (x) you are prepared to consummate the Acquisition or the Alternate Transaction and (y) such Underwriter refuses to fund its commitment under the Senior Term Loan Facility and/or the Revolving Facility (including the Interim Facilities); or

(v) you have requested an amendment, waiver, consent or other modification to the terms of the Put Option Agreement and/or the Sale and Purchase Agreement and such Underwriter withholds its approval thereof,

you agree to offer to such Underwriter a bona fide right to provide such Alternate Financing on substantially the same terms so proposed prior to the consummation of the Acquisition or such Alternate Transaction and to appoint the applicable affiliate of such Underwriter with title(s) equivalent to the title(s) (if any) held by such Underwriter in respect of such Senior Term Loan Facility and/or the Revolving Facility for such Alternate Financing if such Underwriter has agreed to provide such Alternate Financing on such proposed terms or such other terms as are mutually agreed between you and the Underwriters; *provided* that (1) if you do not provide such offer to such non-terminating, non-breaching, reaffirming, non-declining, non-refusing and non-withholding Underwriter (each, an "Eligible Committed Lender") as set forth above, you shall pay (or cause to be paid) to any such Eligible Committed Lender who was not provided with such offer an aggregate amount equal to (i)(A) the lesser of (x) 0.875% of the aggregate principal amount of the commitments with respect to Term Loan Facility B1 committed to be funded by such Eligible Committed Lender as at the date hereof (as the same may have been reduced subsequently in accordance with the terms thereof) and (y) 0.875% of the aggregate principal amount of sterling denominated senior term loans actually committed to be provided by another institution in respect of such Alternate Financing (as of the date of the closing of such Alternate Transaction) that would have been funded by such Eligible Committed Lender had such Eligible Committed Lender been allocated a commitment in respect of such euro denominated senior term loan facility in proportion to its commitment under Term Loan Facility B1 and (B) the lesser of (x) 0.875% of the aggregate principal amount of the commitments with respect to Term Loan Facility B2 committed to be funded by such Eligible Committed Lender as at the date hereof (as the same may have been reduced subsequently in accordance with the terms thereof) and (y) 0.875% of the aggregate principal amount of euro dollar denominated senior term loans actually committed to be provided by another institution in respect of such Alternate Financing (as of the date of the closing of such Alternate Transaction) that would have been funded by such Eligible Committed Lender had such Eligible Committed Lender been allocated a commitment in respect of such euro denominated senior term loan facility in proportion to its commitment under Term Loan Facility B2 and (ii) the lesser of (x) 0.875% of the aggregate principal amount of the commitments with respect to the Revolving Facility committed to be funded by such Eligible Committed Lender as at the date hereof (as the same may have been reduced subsequently in accordance with the terms thereof) and (y) 0.875% of the aggregate principal amount of the commitments with respect to the cash flow-based senior secured revolving facility committed to be provided by another institution in respect of such Alternate Financing (as of the date of the closing of such Alternate Transaction) that would have been funded by such Eligible Committed Lender had such Eligible Committed Lender been allocated a commitment in respect of such cash flow-based senior secured revolving facility in proportion to its commitment under the Revolving Facility; and (2) if, after being given such offer (where applicable), any Eligible Committed Lender declines to provide such Alternate Financing, you shall not be required to pay (or cause to be paid) to such Eligible Committed Lender any Alternative Transaction Fee (as defined below) *provided that*, if any Eligible Committed Lender does not accept an offer to provide such alternate financing within two business days of such offer being made, such Eligible Committed Lender shall be deemed to have declined such offer. The payment to the Eligible Committed Lenders of the full amount owing under this paragraph, if any (the "Alternative Transaction Fee"), the offer to the Eligible Committed Lenders to participate in the Alternate Transaction (where applicable) or any Underwriter becoming a non-Eligible Committed Lender, shall, in each case, discharge you from your obligations under this Senior Facilities Fee Letter and operate to terminate the Mandate Documents. The payment to any Eligible Committed Lender of the full amount owing to it under this paragraph shall also terminate (to the extent not theretofore terminated) such Eligible Committed Lender's commitments relating to the relevant Senior Facilities (including the Interim Facilities).

Preferential Allocation

Notwithstanding any other provision of this Senior Facilities Fee Letter, the Lead Arrangers shall (i) permit funds or other investment vehicles advised or managed by entities affiliated or associated with the Sponsor (the "Sponsor Related Funds"), including any of its affiliated debt funds, to purchase up to 10% of the aggregate principal amount of the Facilities (the "Preferential Allocation") from the Underwriters pursuant to a transfer certificate or an assignment agreement on or following the Closing Date on the same terms as offered to other parties in the applicable syndication and (ii) not be entitled to receive the portion of the Underwriting Fee ("IP Discount") that relates to the debt purchased by such Sponsor Related Funds (such portion of the applicable fee, the "Preferential Allocation Related Fee Amount") (it being understood that, subject to the following sentence, the Preferential Allocation Related Fee Amount shall, to the extent received by the relevant Underwriter, be netted against the purchase price payable by such Sponsor Related Funds to the Underwriters in respect of the Preferential Allocation of the Senior Facilities; *provided* that such Sponsor Related Funds will have to irrevocably commit to the purchase of such loans no later than the "allocation" of the Senior Facilities; *provided, further*, that provisions in the Senior Finance Documents with respect to transfers or assignments to Sponsor Affiliates shall apply to any Preferential Allocation. Notwithstanding the foregoing, it is understood and agreed that if the market clearing price in syndication of the Senior Facility in which a Sponsor Related Fund is purchasing loans pursuant to its Preferential Allocation is at a discount to par in excess of the applicable OID provided for such Senior Facility hereunder, the aggregate amount (without duplication of Underwriting Fee and IP Discount) of the Underwriting Fee and IP Discount which the Underwriters shall be obligated to net against the purchase price for such purchase shall not exceed the amount of such Underwriting Fee and IP Discount which the Underwriters are retaining for themselves in connection with their sale of such loans to the other lenders in the primary syndication of the Senior Facilities).

In addition, with respect to the Preferential Allocation: (1) nothing in this Fee Letter or otherwise shall constitute an express or implied agreement or understanding that any Sponsor Related Fund will purchase any portion of the Senior Facilities; (2) the Underwriters shall not have any discussions regarding the Senior Facilities with any Sponsor Related Fund until at least 5 calendar days subsequent to the execution of the Commitment Letter and (3) to the extent that a Sponsor Related Fund purchases a portion of the Senior Facilities, as applicable, the Lead Arrangers and the Sponsor Related Fund shall treat any reduction in purchase price resulting from the omitted Preferential Allocation Related Fee Amount as a purchase price adjustment for all non-tax purposes.

Confidentiality

This letter is subject to the terms of the section of the Commitment Letter entitled "Confidentiality".

General

If you agree with the terms and conditions of this letter, please confirm this by signing, dating and returning a countersigned and dated copy of this letter by email to us before 11:59 p.m. (London time) to the contacts of the Underwriters and Lead Arrangers identified in the section headed "scope" in the Commitment Letter (or their legal counsel) on the date falling 20 business days after the date of this letter. The terms and conditions of this letter shall be binding on your countersignature of this letter. We agree that it shall not be possible for us to withdraw the commitments contained in the Mandate Documents, whether or not you have signed the enclosed copy of this letter, unless they have been terminated in accordance with the paragraph headed "Termination" in the Commitment Letter, and we acknowledge that (a) any use of this letter by you in relation to your offer for the Target constitutes acceptance of our agreement not to withdraw the commitments contained in the Mandate Documents and (b) consideration for such agreement not to withdraw has been received by us.

The Mandate Documents set out the entire agreement between the parties relating to the subject matter hereof and supersede any prior oral and/or written understandings and/or agreements with respect thereto.

This letter may not be amended except in writing signed by the Lead Arrangers and you.

This Senior Fee Letter and your rights and obligations hereunder may not be assigned by you (other than to (1) Bidco and/or (2) one or more other entities established in connection with the Transactions organised 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 Lead Arrangers 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 Midco hereunder being assumed by Bidco 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 Underwriters 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 Lead Arrangers, not to be unreasonably withheld (and any attempted assignment without such consent shall be null and void).

Other than a party's successors or permitted assigns or unless expressly provided to the contrary in this letter, a person who is not a party to this letter has no right under the Contract (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of its terms.

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. Delivery of an executed signature page of this letter by facsimile transmission or email shall be effective as delivery of an original manually executed counterpart hereof.

This letter shall be a Senior Finance Document for the purposes of (and as defined in) the Senior Facilities Agreement and an Interim Document for the purposes of (and as defined in) each of the Interim Loan Agreements.

Governing Law and Jurisdiction

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by, and are to be construed in accordance with, English law.

The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this letter (a "Dispute") (including a dispute regarding the existence, validity or termination of this letter or relating to any non-contractual or other obligation arising out of or in connection with this letter) or the consequences of its nullity.

The parties to this letter agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

Yours faithfully,

[signature pages follow]

HSBC BANK PLC

as Lead Arranger

By: [redacted]

Name: [redacted]

Position: [redacted]

HSBC BANK PLC

as Underwriter

By: [redacted]

Name: [redacted]

Position: [redacted]

ROYAL BANK OF CANADA

as Lead Arranger

By: [redacted]

Name: [redacted]
Position: [redacted]

ROYAL BANK OF CANADA

as Und[redacted]

By:

Name: [redacted]
Position: [redacted]

BARCLAYS BANK PLC

as Lead Arranger

By: [redacted]

Name: [redacted]
Position: [redacted]

BARCLAYS BANK PLC

as Underwriter

By: [redacted]

Name: [redacted]
Position: [redacted]

Accepted and agreed for and on behalf of

OCS Group Holdings Limited

By: ___ [redacted]

Name: [redacted]

Title: [redacted]

Date: 20 July 2026