

CONFIDENTIAL

To: HSBC Bank plc ("HSBC"),
Royal Bank of Canada ("RBC"),
Barclays Bank PLC ("Barclays" and, together with HSBC and RBC, the "Existing Mandate Parties"),
and
RBC Europe Limited (the "Facility Agent")

From: OCS Group Holdings Limited ("Midco")

13 August 2026

PROJECT MARLIN - AMENDMENT LETTER

1. INTRODUCTION

- 1.1 We refer to the Commitment Letter in respect of Project Marlin dated 17 July 2026 between the Existing Mandate Parties, acting in their respective capacities as Lead Arrangers and Underwriters, the Facility Agent and Midco (the "Commitment Letter") to which is attached summary terms as Exhibits A – E thereto and Annexes and Schedules thereto (together, the "Term Sheet"). Terms defined in the Commitment Letter (including the Term Sheet) have the same meaning when used in this letter unless defined herein.
- 1.2 Midco is writing to request the consent of the Existing Mandate Parties, acting in their respective capacities as Lead Arrangers and Underwriters under the Commitment Letter, to certain amendments to the Commitment Letter as set out below.

2. AMENDMENTS

- 2.1 By countersigning this letter, you agree that the Commitment Letter will be amended with immediate effect as follows to delete the bold, stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold, double-underlined text (indicated textually in the same manner as the following example: **double-underlined text**):

amending the first sentence of the third paragraph of the section titled "The Underwriting Commitment" of the Commitment Letter as follows:

"Notwithstanding any other provision of the Mandate Documents, you shall be entitled, on or prior to the date that is ~~20 business days~~ **30 business days** after the date of this letter, in consultation with us, to allocate up to a maximum of 50% of the total commitments under the Facilities to one or more banks or other financial institutions (collectively, "Additional Arrangers"), with (at your option), as applicable, the role of bookrunner and/or lead arranger and/or underwriter for any or all of the Facilities and may (at your option) have such other roles and titles as you may determine and as are acceptable to each party (acting reasonably). In such event: (a) the parties shall enter into an agreement reflecting such allocation and, where relevant, providing for a reduction in our relevant commitments (and related allocated economics) hereunder on a pro rata basis; (b) fees will be allocated to each such appointed entity on a pro rata basis or on such other basis as you and the Lead Arranger (acting reasonably) may agree; (c) each such Additional Arranger will assume a portion of the commitments of each Facility and each Interim Loan Agreement on a pro rata basis (and our

commitments with respect to such portion will be reduced rateably); and (d) references in the Mandate Documents to “Lenders” shall be deemed to include such Additional Arrangers as the context may require.”

2.2 Each reference to the “Commitment Letter” or equivalent term in the Commitment Letter and each other Mandate Document shall be construed as a reference to the Commitment Letter as amended by this letter (unless expressly stated otherwise).

2.3 Notwithstanding paragraph 2.2 above, for the avoidance of doubt, each reference to the date of the Commitment Letter shall remain 17 July 2026.

3. MISCELLANEOUS

3.1 Save as expressly provided in this letter, the Commitment Letter (including the Term Sheet) remains and shall continue in full force and effect.

3.2 By countersigning and dating this letter, you agree that as at the date on which you countersign this letter your agreement to the amendments set out in paragraph 2 above shall take effect in the manner contemplated by this letter.

3.3 This letter (once countersigned by you) is a Mandate Document for the purposes of (and as defined in) the Commitment Letter, an Interim Document for the purposes of (and as defined in) the Interim Loan Agreements and a Finance Document for the purposes of (and as defined in) the Senior Facilities Agreement.

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

3.5 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.

3.6 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.

3.7 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.

3.8 This letter has been signed on behalf of the Lead Arrangers, the Underwriters, the Senior Facility Agent and the Bridge Facility Agent and executed as a deed by the other parties to the letter and is delivered by them as a deed on the date stated at the beginning of this letter.

We would be grateful if you would please sign below indicating your agreement to the terms of this letter.

Yours faithfully,

EXECUTED as a DEED

by **OCS Group Holdings Limited**

[Redacted Signature]

Signature of Director

[Redacted Name]

Name of Director

[Redacted Signature]

Signature of Director

[Redacted Name]

Name of Director

Agreed and accepted by:

HSBC Bank plc as Lead Arranger

By:

Name:

Position:

HSBC Bank plc as Underwriter

By:

Name:

Position:

Royal Bank of Canada as Lead Arranger

By:

[Redacted Signature]

Name:

Position:

[Redacted Name]
[Redacted Position]

Royal Bank of Canada as Underwriter

By:

[Redacted Signature]

Name:

Position:

[Redacted Name]
[Redacted Position]

Barclays Bank PLC as Lead Arranger

By:

[Redacted Signature]

Name:

[Redacted Name]

Position:

[Redacted Position]

Barclays Bank PLC as Underwriter

By:

[Redacted Signature]

Name:

[Redacted Name]

Position:

[Redacted Position]

**RBC Europe Limited as Bridge Facility
Agent and as Senior Facility Agent**

By: _____

Name: _____

Position: _____