

OCS Group Holdings Limited (“you” and “Midco”)
Second Floor
81 Gracechurch Street
London
EC3V 0AU

28 August 2026

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”)

Lloyds Bank Corporate Markets plc
3rd Floor, New Ueberhorst House
11 Earl Grey Street
Edinburgh, EH3 9BN
(“Lloyds”)

Natixis, London Branch
25 Dowgate Hill
London, EC4R 2YA
(“Natixis”)

Standard Chartered Bank
1 Basinghall Avenue
London, EC2V 5DD
(“Standard Chartered”)

Banco Santander, S.A.
Ciudad Grupo Santander
Edif. Dehesa Planta 2
28660 Boadilla del Monte (Madrid)
(“Santander”)

Intesa Sanpaolo S.p.A., London Branch
90 Queen Street
London, EC4N 1SA
(“Intesa”)

BNP Paribas
16 Boulevard des Italiens
75009 Paris, France
(“BNPP”)

ING Bank N.V., London Branch
8-10 Moorgate
London, EC2R 6DA
(“ING”)

DNB Carnegie, a part of DNB Bank ASA (London Branch)
8th Floor, The Walbrook Building
25 Walbrook, London, EC4N 8AF
(“DNB”)

Re: Letter Agreement Pursuant to
Engagement Letter Dated 17 July 2026

Ladies and Gentlemen:

Reference is hereby made to the Engagement Letter dated as of 17 July 2026, by and among HSBC, RBC and Barclays (collectively, the “Original Managers”) and OCS Group Holdings Limited (“you” and “Midco”) (the “Engagement Letter”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Engagement Letter.

1. Agreement of Additional Manager to Be Bound; Titles; Etc. As contemplated by the proviso to the third sentence of Section 1 (*Engagement of the Managers*) to the Engagement Letter, the parties hereto agree, subject to the terms and conditions set forth in the Engagement Letter, and in consultation with the Original Managers, (a) to appoint Lloyds, Natixis, Standard Chartered, Santander, Intesa, BNPP, ING and DNB as Additional Managers thereunder (each an “Additional Manager” and, collectively, the “Additional Managers”), (b) to allocate 7.00%, 5.00%, 5.00%, 7.00%, 5.00%, 5.00%, 6.25% and 5.00% of the economics in connection with each Offering to Lloyds, Natixis, Standard Chartered, Santander, Intesa, BNPP, ING and DNB, respectively, and (c) that the corresponding economics of each of the Original Managers in connection with each Offering are hereby reduced on a ratable basis as set forth on Annex A to this letter agreement. By execution hereof, the parties hereto agree that each Additional Manager shall be bound by the terms and conditions, subject to all obligations and entitled to all of the rights and benefits of an “Additional Manager” and a “Manager” under the Engagement Letter as if such Additional Manager was originally a party thereto. Each of Lloyds, Natixis, Standard Chartered, Santander, Intesa, BNPP, ING and DNB shall act as a joint book-running manager and co-manager in connection with each Offering. Each Additional Manager acknowledges that it has, independently and without any reliance upon any of the Original Managers or any of their respective affiliates, or any of their respective officers, directors, employees, agents, advisors or representatives, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this letter agreement and the transactions contemplated hereby.

2. Effect; Amendments; Governing Law; Etc. Except as specifically amended by this letter agreement, the Engagement Letter shall remain in full force and effect. This letter agreement shall be construed in connection with and form part of the Engagement Letter and any reference to the Engagement Letter shall be deemed to be a reference to the Engagement Letter, as amended by this letter agreement. This letter agreement may not be amended or modified, or any provision hereof waived, except by an instrument in writing signed by the parties hereto. This letter agreement and the Engagement Letter set forth the entire agreement between the parties hereto and supersede all prior understandings, whether written or oral, between the parties hereto with respect to the matters herein and therein. You agree that this letter agreement and its contents are subject to the confidentiality provisions of the Engagement Letter. This letter agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This letter agreement and the rights and duties of the parties hereunder shall be governed by, and construed and interpreted 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 THE ENGAGEMENT LETTER OR THE PERFORMANCE OF SERVICES THEREUNDER.** The submission to jurisdiction provision of Section 10 in the Engagement Letter is incorporated herein by reference, *mutatis mutandis*, and such provision shall apply to this letter agreement, and will bind each of the parties hereto, in the same manner and to the same extent as such provision applies to the Engagement Letter and the original parties thereto.

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 or other electronic transmission (e.g., a “pdf”, “tiff” or “DocuSign”) shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this letter agreement or any document to be signed in connection with this letter agreement shall be deemed to include electronic signatures, deliveries 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,

physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

[Remainder of this page intentionally left blank]

Very truly yours,

OCS GROUP HOLDINGS LIMITED

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED as of the date
first written above:

HSBC Bank plc as Manager

By:

[Redacted signature]

Title:

[Redacted title]

Royal Bank of Canada as Manager

By: _____

Title: _____

Barclays Bank PLC as Manager

By: _____

Name: _____

Title: _____

Lloyds Bank Corporate Markets plc
as Additional Manager

By:

Name:

Title:

Natixis, London Branch as Additional Manager

By:

[Redacted Signature]

Name: [Redacted]

Title: [Redacted]

By:

[Redacted Signature]

Name: [Redacted]

Title: [Redacted]

Standard Chartered Bank as Additional Manager

By:

Name:

Title:

Banco Santander, S.A. as Additional Manager

By: 

Name: 

Title: 

By: 

Name: 

Title: 

Intesa Sanpaolo S.p.A., London Branch
as Additional Manager

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

BNP Paribas as Additional Manager

By: _____

Name: _____

Title: _____

By: _____

Name _____

Title: _____

ING Bank N.V. London Branch as Additional Manager

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

DNB Carnegie, a part of DNB Bank ASA (London Branch) as Additional Manager

By:

By:

Annex A

<u>Managers</u>	<u>Current Economics Percentage</u>	<u>Revised Economics Percentage</u>
HSBC	33.4%	18.25%
RBC	33.3%	18.25%
Barclays	33.3%	18.25%
Lloyds	N/A	7.00%
Natixis	N/A	5.00%
Standard Chartered	N/A	5.00%
Santander	N/A	7.00%
Intesa	N/A	5.00%
BNPP	N/A	5.00%
ING	N/A	6.25%
DNB	N/A	5.00%