

PRIVATE & CONFIDENTIAL

To: BCP VI Neptune Bidco Holdings Limited (the "**Company**")

Attention: [REDACTED]

09 June 2023

Dear Sir or Madam

PROJECT NEPTUNE – AGENCY FEE LETTER**1. INTRODUCTION**

- (a) The Commitment Parties refer to the Commitment Letter addressed to the Company and dated on or about the date of this letter (the "**Commitment Letter**").
- (b) Unless a contrary indication appears in a Commitment Document, terms defined (or given a particular construction) in a Commitment Document (including pursuant to Appendix A (*Certain Defined Terms*) to this letter) shall have the meaning (or construction) given to them in that Commitment Document when used in that or any other Commitment Document
- (c) This letter is a Fee Letter and a Commitment Document.
- (d) This letter is the only agreement that has been entered into among the parties hereto with respect to the agency fees payable in relation to the Interim Facilities Agreement and/or Facilities Agreement and supersedes all prior understandings or arrangements, whether written or oral, among the parties hereto with respect to such fees, and sets forth the entire understanding of the parties hereto with respect thereto.

2. AGENCY FEE – BRIDGE FACILITIES

- (a) The Company will pay to Kroll Agency Services Limited in its capacity as Facility Agent and on behalf of Kroll Trustee Services Limited as Security Agent under and in connection with the Bridge Facilities Agreement:
 - (i) within 10 Business Days after the earlier of (i) the first Bridge Term Facility Utilisation Date and (ii) the expiry of the Certain Funds Period, a combined agency and security agency acceptance fee (the "**Bridge Acceptance Fee**") in an amount equal to £3,000.00; and
 - (ii) within 10 Business Days after the first Bridge Term Facility Utilisation Date (and, within 10 Business Days after each anniversary of the first Bridge Term Facility Utilisation Date, but only if and for so long as any Bridge Commitments remain outstanding or available and undrawn under the Bridge Facilities Agreement, further instalments of such fee in an amount calculated as below), agency fees (paid in advance for one calendar year from the first Bridge Utilisation Facility Date and any relevant anniversary thereafter) in an amount equal to:
 - (i) as security agency fees, £7,500.00; *plus*
 - (ii) as facility agency fees, if on the first Bridge Term Facility Utilisation Date or the relevant anniversary thereafter there are:

- (A) no more than 10 "Lenders" (under and as defined in the Bridge Facilities Agreement) on such date, £30,000.00;
- (B) more than 10 "Lenders" but no more than 20 "Lenders" (each under and as defined in the Bridge Facilities Agreement) on such date, £40,000.00; or
- (C) more than 20 "Lenders" (under and as defined in the Bridge Facilities Agreement) on such date, £50,000.00,

(such fee, in aggregate on the first Bridge Utilisation Facility Date or the relevant anniversary date thereafter (as applicable), being the "**Bridge Agency Fee**");

- (iii) within 10 Business Days after each anniversary of the first Bridge Term Facility Utilisation Date, additional facility agency fees (paid in arrears in respect of the calendar year immediately preceding any such anniversary date) in an amount equal to, if at any time in such immediately preceding calendar year there were:
 - (i) more than 10 but no more than 15 "Loans" (under and as defined in the Bridge Facilities Agreement) outstanding under the Revolving Facility, £5,000.00; or
 - (ii) more than 15 "Loans" (under and as defined in the Bridge Facilities Agreement) outstanding under the Revolving Facility, £10,000.00,

(such amount being the "**Additional RCF Loan Fee**").

- (b) Notwithstanding anything to the contrary, if the Bridge Facilities Agreement is terminated or the Bridge Commitments under the Bridge Facilities Agreement are repaid, prepaid and cancelled in full, or if Kroll Agency Services Limited and/or Kroll Trustee Services Limited is replaced or resigns from the role of Facility Agent and/or Security Agent (as applicable), no further amounts or instalments of the Bridge Agency Fee shall accrue or be due or payable on and from any such date on which cancellation occurs or (as the case may be) such replacement or resignation is effective and Kroll Agency Services Limited (for itself and on behalf of Kroll Trustee Services Limited) shall refund to the Company the pro rata amount of any Bridge Agency Fee paid to it in respect of (or for) any period or days after the date on which such cancellation occurs or (as the case may be) such replacement or resignation is effective.

3. **AGENCY FEE – INTERIM FACILITIES**

The Company will pay to Kroll Agency Services Limited in its capacity as Interim Facility Agent and on behalf of Kroll Trustee Services Limited as Interim Security Agent under and in connection with the Interim Facilities Agreement:

- (i) within 10 Business Days after the earlier of (i) the first Interim Term Facility Utilisation Date and (ii) the expiry of the Certain Funds Period, a combined interim agency and security agency acceptance fee (the "**Interim Acceptance Fee**") in an amount equal to £3,000.00; and
- (ii) within 10 Business Days after the first Interim Term Facility Utilisation Date, interim agency fees (paid in advance for the life of the Interim Facilities) in an amount equal to
 - (i) as interim security agency fees, £3,000.00; *plus*

- (ii) as interim facility agency fees, £15,000.00,
(together, the "**Interim Agency Fee**").

4. **DEBTDOMAIN FEE**

The Company will pay to Kroll Agency Services Limited in its capacity as Facility Agent under and in connection with the Bridge Facilities Agreement, a fee in an amount equal to US\$1,600.00 per annum (which (as required) shall be converted and payable in sterling using the relevant foreign exchange rate at the time) exclusive of VAT for the Debtdomain website maintained for the Bridge Facilities Agreement, payable at the same time as the Bridge Agency Fee (and, for the avoidance of doubt, not being payable on any such date if the Bridge Facilities Agreement is terminated or the Bridge Commitments under the Bridge Facilities Agreement are repaid, prepaid and cancelled in full).

5. **FEES – GENERAL**

Any amount of the Agency Fee shall only be paid on the relevant date, in the manner and to the extent required or, as applicable, contemplated by the terms of this letter.

6. **PAYMENTS**

- (a) All payments to be made under this letter:

- (i) shall be paid in the currency of invoice and in immediately available, freely transferable cleared funds to such account with such bank as set out in the relevant invoice (or as agreed between Kroll Agency Services Limited and the Company);
- (ii) shall be paid without any deduction or withholding for or on account of tax (a "**Tax Deduction**") unless a Tax Deduction is required by law (and if a Tax Deduction is required by law to be made, 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); and
- (iii) are exclusive of any value added tax or similar charge ("**VAT**") (and if VAT is chargeable, the relevant payor shall also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of the VAT),

in each case, unless a contrary indication appears in this letter.

- (b) The first instalment of the Bridge Agency Fee or Interim Agency Fee which becomes due and payable may, with the prior written agreement of the Company (which consent may be evidenced by the Company delivering an applicable Utilisation Request), be deducted from the proceeds of first Utilisation of the Interim Term Facility Loan or the Bridge Term Facility Loan (as applicable) by the Interim Facility Agent or Facility Agent (as applicable) towards the satisfaction of (and as a valid discharge of) the obligation of the Company under this letter to pay the Bridge Agency Fee or Interim Agency Fee (as applicable) to the Interim Facility Agent or Facility Agent (as applicable).
- (c) No amount of the Agency Fee paid by the Company pursuant to the terms of this letter shall be rebated or refundable in whole or in part by Kroll Agency Services Limited unless any such rebate or refund (i) is expressly contemplated by the terms of this letter, (ii) is agreed between the

Company and the Kroll Agency Services Limited, or (iii) is required pursuant to a judicial decision by a court of competent jurisdiction.

7. **AMENDMENTS AND WAIVERS**

This letter may be amended and/or waived as agreed in writing by the Company and Kroll Agency Services Limited.

8. **THIRD PARTY RIGHTS**

A person who is not a party to this letter has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this letter. Notwithstanding any term of any Interim Document or Finance Document, the consent of any person who is not a party is not required to rescind, waive or, as the case may be, amend this letter at any time.

9. **GOVERNING LAW AND JURISDICTION**

- (a) 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.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to the existence, validity or termination of this letter or any non-contractual obligation arising out of or in connection with this letter) (a "**Dispute**").
- (c) The parties to this letter agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this letter will argue to the contrary.

Yours faithfully,

APPENDIX A

CERTAIN DEFINED TERMS

"Agency Fee" means the Bridge Acceptance Fee, Bridge Agency Fee, Interim Acceptance Fee, Additional RCF Loan Fee and/or, as applicable, Interim Agency Fee.

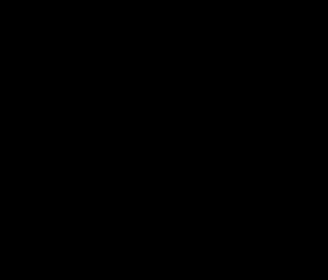
"Bridge Term Facility Utilisation Date" means any date on which the Bridge Term Facility is utilised under, and in accordance with the terms of, the Bridge Facilities Agreement.

"Commitment Letter" has the meaning given to that term in Clause 1 (*Introduction*).

"Interim Term Facility Utilisation Date" means any date on which an Interim Term Facility is utilised under, and in accordance with the terms of, the Interim Facilities Agreement.

KROLL AGENCY SERVICES LIMITED

in its capacity as (as applicable)
Interim Facility Agent and Facility Agent



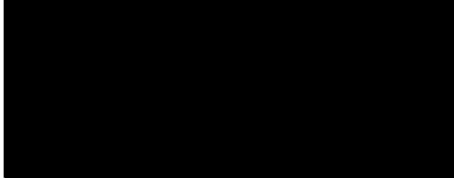
KROLL TRUSTEE SERVICES LIMITED

in its capacity as (as applicable)
Interim Security Agent and Security Agent



Accepted and agreed for and on behalf of:

BCP VI NEPTUNE BIDCO HOLDINGS LIMITED



Dated: **09 June 2023**