

From: SMBC Bank International plc in its capacity as agent under the Facilities Agreement (as defined below) (the “**Agent**”)

To: Janus Bidco Limited (the “**Company**”)

Attention: The Directors

19 July 2025

Dear Sirs/Madams,

**Project Janus – Agency Fee Letter**

1. We refer to the facilities agreement (the “**Facilities Agreement**”) dated on or about the date of this letter and entered into between, amongst others, SMBC Bank International plc as Agent and as Security Agent, the Original Lenders named therein and the Company as the Borrower. This letter is the Fee Letter referred to in clause 12.3 (*Agency Fee*) of the Facilities Agreement and a Finance Document.
2. Unless otherwise defined herein, capitalised terms shall have the same meanings as set forth in the Facilities Agreement.
3. In connection with, and in consideration of the agreements contained in the Facilities Agreement, you agree with us that you will pay to the Agent (for its own account) a fee (the “**Agency Fee**”) in an amount equal to €[REDACTED] per annum, calculated on the basis of a 360 day year, with such fee to accrue from the date of this letter until the Discharge Date (or, if earlier, the date on which SMBC Bank International plc resigns, is replaced or otherwise ceases to act, as agent under the Facilities Agreement). Any Agency Fee which has accrued and has not been paid is payable on the first Utilisation Date together with the balance (if any) of the first annual amount due under this letter. Thereafter the Agency Fee is payable annually in advance (with the next such advance payment due and payable on the anniversary of this letter). All Agency Fees are subject to refund on a *pro rata temporis* basis if the Facilities are prepaid in full or if SMBC Bank International plc resigns, is replaced or otherwise ceases to act, as agent under the Facilities Agreement.
4. You agree with us that you will pay to the Agent (for its own account), for so long as it is acting as agent under the Facilities Agreement a fee in an amount equal to:
  - a. €[REDACTED] payable on the later of (i) the first Utilisation Date and (ii) 15 Business Days after the establishment of any Additional Facility in accordance with clause 2.3 (*Additional Facilities*) of the Facilities Agreement (the “**Additional Facility Fee**”);
  - b. €[REDACTED] payable on the later of (i) the first Utilisation Date and (ii) 15 Business Days after the execution of any amendment or waiver requiring the consent of the Lenders in accordance with clause 35 (*Amendments and Waivers*) of the Facilities Agreement (a “**Consent Request**”), provided that such fee is not payable in relation to the first Consent Request in each year (calculated starting on each anniversary of the date of this letter) (the “**Consent Request Fee**”); and

- c. €[REDACTED] payable 15 Business Days following the extension of the Maturity Date in accordance with clause 2.6 (*Extension Option*) (the “**Extension Fee**”),

the Agency Fee, the Additional Facility Fee, the Consent Request Fee and the Extension Fee together, the “**Fees**”. No Fees shall be payable unless the first Utilisation Date occurs.

5. Unless otherwise agreed between us from time to time, for so long as we are acting as Agent, the Fees should be paid to the following account:

BENEFICIARY SWIFT CODE:

IBAN:

CORRESPONDENT SWIFT ADDRESS:

CORRESPONDENT BANK NAME:

ENTITY NAME:

REFERENCE:



6. Other than as provided in paragraph 3 of this letter, the Fees shall not be subject to set-off or counterclaim or refund or otherwise be affected by any claim or dispute relating to any matter. The Fees shall not be creditable against any other fees payable in connection with the Facilities Agreement. All fees shall be paid in full in immediately available and freely transferable funds in EUR.
7. For so long as we act as agent under the Facilities Agreement, we shall be under no obligation to maintain the Register as described in Clause 22.10 (*The Register*) of the Facilities Agreement.
8. Subject to the terms of the Facilities Agreement, this letter and our respective rights hereunder may not be assigned by either party without the prior written consent of the other party. This letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and the parties to this letter hereby submit to the exclusive jurisdiction of the English courts.
9. 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 enjoy the benefit of any term of this letter.
10. This letter 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 by facsimile transmission shall be effective as delivery of an original executed counterpart hereof.

If you are in agreement with the foregoing, please sign and return the enclosed duplicate copy of this letter.

Yours faithfully,

**The Agent**

**SMBC BANK INTERNATIONAL PLC**

By:

Name:

Title: Managing Director

By:

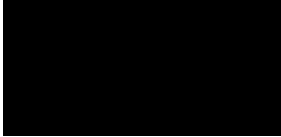
Name:

Title: Vice President

**Accepted and agreed**

For and on behalf of  
**JANUS BIDCO LIMITED**

By:

A large black rectangular redaction box covering the signature.

Name:

A small black rectangular redaction box covering the name.

Title:

Authorised Signatory

Date:

19 July 2025