

**PRIVATE AND CONFIDENTIAL  
EXECUTION VERSION**

From: Sumitomo Mitsui Banking Corporation, London Branch (the “**Arranger**”)

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

Attention: The Directors

19 July 2025

Dear Sirs/Madams,

**Project Janus – Arrangement 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 Security Agent, the Original Lenders named therein and the Company as the Borrower. This letter is the Fee Letter referred to in clause 12.2 (*Arrangement 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 Arranger (for its own account) an arrangement fee equal to [REDACTED] % of the Total Commitments held by the Arranger as at the first Utilisation Date (the “**Arrangement Fee**”). The Arrangement Fee shall become due and payable on the first Utilisation Date and the Company hereby authorises the Agent to deduct and/or the Arranger to withhold (as applicable) the Arrangement Fee from the first Utilisation of the Facilities.
4. Notwithstanding anything to the contrary, the Arrangement Fee shall not be payable if the first Utilisation Date does not occur.
5. The Arrangement Fee shall not be subject to set-off or counterclaim or otherwise be affected by any claim or dispute relating to any matter. The Arrangement Fee shall not be refundable nor creditable against any other fees payable in connection with the Facilities Agreement. The Arrangement Fee shall be paid in full in immediately available and freely transferable funds in EUR to such account as the Arranger may direct (if not deducted or withheld in accordance with paragraph 3 above).
6. Subject to the terms of the Facilities Agreement, this letter and our respective rights hereunder may not be assigned by any of the parties hereto without the prior written consent of the other parties and 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.
7. 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.

8. 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 email or 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 Arranger**

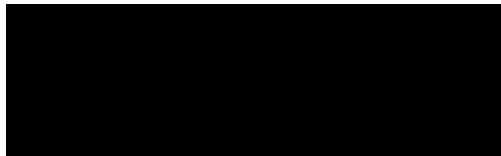
**SUMITOMO MITSUI BANKING CORPORATION, LONDON BRANCH**



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Name: 

Title: Managing Director



Name: 

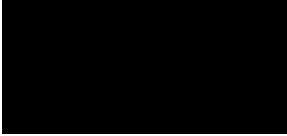
Title: Vice President

**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