

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

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

Attention: The Directors

19 July 2025

Dear Sirs/Madams,

Project Janus – Security 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 12.4 (*Security Agent 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 Security Agent (for its own account) a fee (the “**Security Agency Fee**”) in an amount equal to €[REDACTED] per annum, such fee to be payable annually in advance (with the first payment due on the first Utilisation Date) until the Discharge Date (or, if earlier, the date on which SMBC Bank International plc resigns, is replaced or otherwise ceases to act, as security agent under the Facilities Agreement) (any such date being the “**Applicable Date**”), subject to refund on a *pro rata temporis* basis if the Applicable Date falls on any date other than a date prescribed for payment under this Fee Letter. No Security Agency Fee shall be payable unless the first Utilisation Date occurs.
4. Unless otherwise agreed between us from time to time, for so long as we are acting as Security Agent, the Security Agency Fee should be paid to the following account:

BENEFICIARY SWIFT CODE:
IBAN:
CORRESPONDENT SWIFT ADDRESS:
CORRESPONDENT BANK NAME:
ENTITY NAME:
REFERENCE:



5. Other than as provided in paragraph 3 of this letter, the Security Agency Fee 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 Security Agency Fee 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.

6. 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.
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 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 Security Agent

SMBC BANK INTERNATIONAL PLC

By:

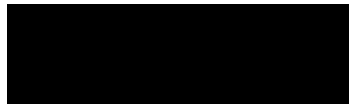


Name:



Title: Managing Director

By:



Name:



Title: Vice President

Accepted and agreed

For and on behalf of
JANUS BIDCO LIMITED

By:

A large black rectangular box redacting the signature of the authorised signatory.

Name:

A small black rectangular box redacting the name of the authorised signatory.

Title:

Authorised Signatory

Date: 19 July 2025