

From: GLAS USA LLC (the “**Agent**” or “**us**”)
To: Janus Bidco Limited (the “**Company**”)
Attention: The Directors

13 August 2025

Dear Sirs/Madams,

Project Janus – Successor Agency Fee Letter

1. We refer to:
 - a. the facilities agreement (the “**Facilities Agreement**”) dated 19 July 2025 and entered into between, amongst others, the Original Lenders named therein and the Company as the Borrower; and
 - b. the amendment letter (the “**Amendment Letter**”) dated on or around the date of this letter between, among others, the Company, SMBC Bank International plc as the Retiring Agent and GLAS USA LLC as the Successor Agent.

Unless otherwise defined herein, capitalised terms shall have the same meanings as set forth in the Facilities Agreement.

2. This letter is the Fee Letter referred to in clause 12.3 (*Agency Fee*) of 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 us (for our own account) a fee (the “**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 GLAS USA LLC resigns, is replaced or otherwise ceases to act, as 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 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 Agent, the Agency Fee should be paid to the following account in immediately available, freely transferrable funds:

Beneficiary:
Bank:
Swift:
A/c No:
IBAN:
Reference:



5. Other than as provided in paragraph 3 of this letter, the 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 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 Agent

GLAS USA LLC

By:

Name

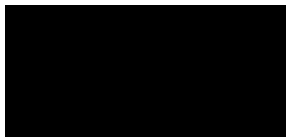
Title:

Authorised Signatory

Accepted and agreed

For and on behalf of
JANUS BIDCO LIMITED

By:

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

Name:

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

Title: Director/Authorised Signatory

Date: 13 August 2025