

HOLDCO LOAN FEE LETTER

To: Unikmind Holdings Limited
Fort Anne, South Quay,
Douglas, Isle of Man, IM1 5PD
(the "**Borrower**")

Date: 13 February 2023

USD 267,000,000 term loan facility agreement (the "Facility Agreement") dated on or about the date hereof and made between, amongst others, Unikmind Holdings Limited as the Borrower and HSBC Private Bank (Suisse) SA as lender (the "Lender").

INTRODUCTION

1. We refer to the Facility Agreement.
2. Capitalised terms used but not defined in this letter shall have the meanings given to them in the Facility Agreement (unless the context otherwise requires).
3. This is a Fee Letter and a Finance Document for the purposes of the Facility Agreement.

FLAT FEE

4. The Borrower shall pay to the Lender a flat fee (the "**Flat Fee**") in an amount equal to USD 550,000.
5. The Flat Fee is payable within five Business Days after the last day of the Certain Funds Period.

UPFRONT FEE

6. Subject to paragraph 7 below, the Borrower shall pay to the Lender an upfront fee (the "**Upfront Fee**", and together with the Flat Fee, the "**Fees**") in an amount equal to the difference between:
 - (a) an amount equal to one (1) per cent of the aggregate amount of all Loans drawn under the Facility during the Availability Period; and
 - (b) an amount equal to the Flat Fee paid or payable pursuant to paragraph 4 above,**provided that** if, following the deduction of the Flat Fee pursuant to paragraph (b) above, the Upfront Fee would be a negative amount, the Upfront Fee shall be deemed to be zero and the Lender shall have no obligation to reimburse any amounts of the Flat Fee paid or payable.

7. The Upfront Fee is payable on the earlier of:
- (a) five Business Days after the last day of the Certain Funds Period;
 - (b) the date on which the Available Commitments under the Facility are reduced to zero; and
 - (c) the date on which the Total Commitments have been repaid and/or cancelled in full.

PAYMENT OF FEES

8. If payment of any Fee is made on a Utilisation Date, the Lender may deduct this from the proceeds of the relevant Utilisation under the Facility Agreement.
9. The Fees are non-refundable.
10. The Fees are payable to the Lender in dollars in immediately available, freely transferable, cleared funds to the account notified by the Lender to the Borrower for this purpose, in full without any set-off, deductions or withholding of any kind unless required by law. If any deduction or withholding of any kind is required by law to be made, the amount of the payment of the relevant Fee due shall be increased to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.

MISCELLANEOUS

11. 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 to enjoy the benefit of any term of this letter.
12. This letter may be executed in counterparts which, when taken together, shall constitute one and the same instrument.
13. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The provisions of 45.1 (*Jurisdiction of English courts*) of the Facility Agreement shall be incorporated into this letter as if set out in full in this letter and as if references in that clause to "this Agreement" are references to this letter.

Please confirm your agreement with the above by signing where indicated below.

[Redacted Signature]
[Redacted Name]
Director

For and on behalf of
HSBC Private Bank (Suisse) SA

[Redacted Signature]

Associate Director

For and on behalf of
HSBC Private Bank (Suisse) SA

We agree to the above. /



For and on behalf of
Unikmind Holdings Limited