

UNIKMIND HOLDINGS LIMITED

TO:

HSBC Private Bank (Suisse) SA as Agent and as Original Lender

Date: 21 April 2023

Ladies and Gentlemen,

We refer to the Holdco Facility Agreement (as the same may be from time to time amended, modified or waived the "**Holdco Facility Agreement**") originally dated 13 February 2023 and as amended by the amendment letter dated 20 April 2023, originally entered into between among others the UNIKMIND HOLDINGS LIMITED (the "**Borrower**"), HSBC Private Bank (Suisse) SA as Original Lender, the Trust (as defined therein) and the Investor.

Unless expressly defined in this letter (this "**Letter**") or the contrary intention appears, words and expressions defined in the Holdco Facility Agreement shall have the same meanings when used in this Letter.

This Letter sets out the terms of waivers of certain provisions of the Holdco Facility Agreement that have been agreed between the parties and approved by the Agent (acting on the instructions of the Lenders) on the terms and conditions set out herein.

1. Construction; Reference to and Effect on the Finance Documents

- (a) In this Letter, the provisions of Clause 1.2 (*Construction*) of the Holdco Facility Agreement shall also apply to this Letter as though they were set out in full, save that references to the Holdco Facility Agreement shall be construed as references to this Letter.
- (b) As of the date hereof, each reference in the Holdco Facility Agreement to "**this Agreement**", "**hereunder**", "**hereof**", "**herein**", or words of like import, and each reference in the other Finance Documents to the Holdco Facility Agreement (including, without limitation, by means of words like "**thereunder**", "**thereof**" and words of like import), shall mean and be a reference to the Holdco Facility Agreement as amended and waived hereby, and this Letter and the Holdco Facility Agreement shall be read together and construed as a single instrument.
- (c) Except as expressly waived hereby, all of the terms and provisions of the Holdco Facility Agreement and all other Finance Documents are and shall remain in full force and effect and are hereby ratified and confirmed.
- (d) The execution, delivery and effectiveness of this Letter shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Original Lender, the Borrower, the Investor, the Trust or the Agent under any of the Finance Documents, nor constitute a waiver or amendment of any other provision of any of the Finance Documents or for any purpose except as expressly set forth herein.
- (e) The Borrower enters into this Letter on behalf of the Investor and the Trust in accordance with Clause 2.4 (*Investor's and Trust's Agent*) of the Holdco Facility Agreement.

2. Waiver of certain provisions of the Holdco Facility Agreement

Clause 5.2(c) and Section 3 of Part B of Schedule 2 (*Further Conditions Precedent*) of the Holdco Facility Agreement are hereby waived in their entirety from the date hereof.

3. Representation and Warranty

(a) By executing this Letter, the Borrower hereby represents and warrants that:

- (i) pro forma for the use of proceeds of the first utilisation under the Holdco Facility Agreement, the Ownership Percentage (which defined term shall for these purposes be deemed to be adjusted by including in the calculation of shares owned by the Borrower any Target Shares which are the subject of irrevocable undertakings received by the Borrower and other purchases (whether settled or not) of Target Shares made by the Borrower) shall be at least equal to 70%; and
- (ii) it is not aware of any information or circumstance which could lead it to seek to invoke a Condition to the Offer (other than in respect of the Acceptance Condition),

(the representations given at paragraphs (a) and (b) above, the "**Additional Representations**").

(b) The Borrower (in its own capacity and on behalf of the Investor and the Trust) and, by their countersignature to this Letter, the Lender and the Agent agree that the Additional Representations shall each be deemed to be a Major Representation under the Holdco Facility Agreement and shall be deemed to be made:

- (i) on the date of this Letter;
- (ii) on the date of the Utilisation Request in respect of first utilisation under the Holdco Facility Agreement; and
- (iii) on the Utilisation Date in respect of first utilisation under the Holdco Facility Agreement.

4. Undertaking

By executing this Letter, the Borrower undertakes not to seek to invoke any Conditions to the Offer (other than the Acceptance Condition) without the Lender's consent. The Borrower (in its own capacity and on behalf of the Investor and the Trust) and, by their countersignature to this Letter, the Lender and the Agent agree that the foregoing shall be deemed to be a Major Undertaking under the Holdco Facility Agreement.

5. Obligations Continue

The obligations of the parties under the Finance Documents (as amended from time to time including by this Letter) shall continue and remain in full force and effect.

6. Miscellaneous

- (a) The Agent and the Borrower designate this Letter a "Finance Document" and save as specifically modified by this Letter, the provisions of each other Finance Document shall continue in full force and effect.

- (b) Without prejudice to the Finance Documents (as waived by this Letter), this Letter shall supersede all prior understandings and proposals, whether written or oral, between the parties hereto relating to the matters set forth herein and the transactions contemplated hereby.
- (c) This Letter may be executed in counterparts each of which, when taken together, shall constitute one and the same agreement.
- (d) A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Letter.
- (e) Clauses 33 (*Notices*), 35 (*Partial Invalidity*), 36 (*Remedies and Waivers*) and 37 (*Amendments and Waivers*) of the Holdco Facility Agreement shall apply to this Letter as if set out in full in this Letter, but as if references in those clauses to "this Agreement" where references to this Letter.
- (f) This Letter is governed by and it and any non-contractual obligations arising out of or in connection with it shall be construed in accordance with English law and the provisions of Clause 45 (*Enforcement*) of the Holdco Facility Agreement shall be deemed to be incorporated in this Letter in full, *mutatis mutandis*.

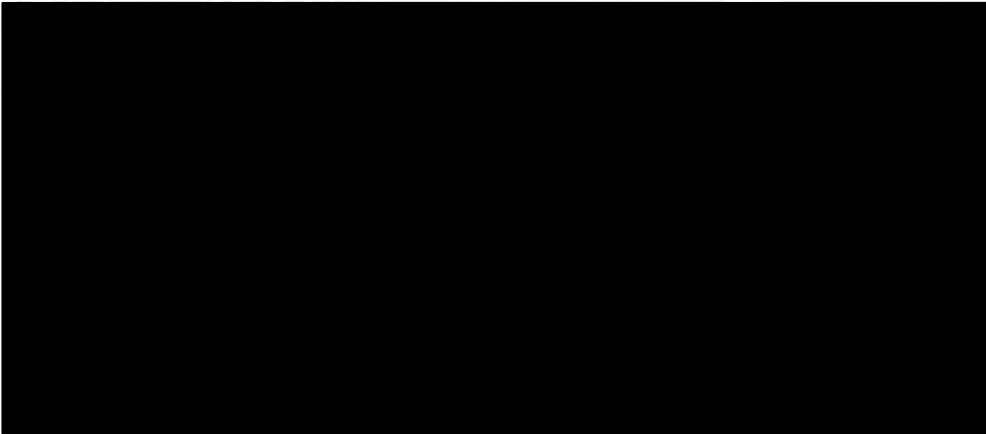
This Letter has been entered into on the date stated at the beginning of this Letter.

EXECUTION

THE BORROWER

**SIGNED BY UNIKMIND HOLDINGS
LIMITED,**

a company incorporated in the Isle of Man, acting
by a director being a person who, in accordance
with the laws of that territory, is acting under the
authority of Unikmind Holdings Limited.



THE ORIGINAL LENDER

HSBC PRIVATE BANK (SUISSE) SA



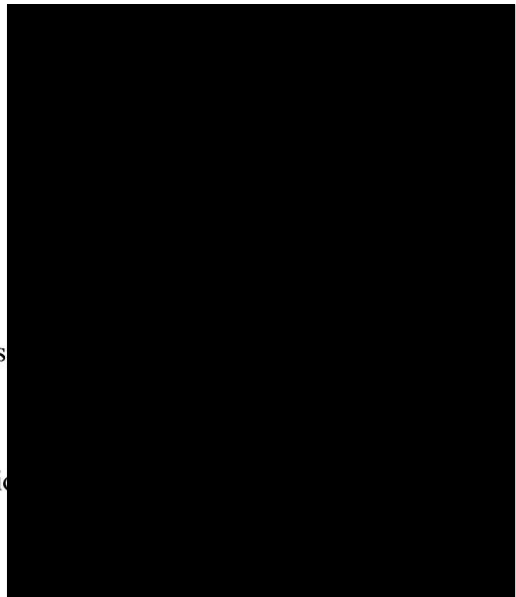
Attention: _____

By:

Address

Fax:

Attention



THE AGENT

HSBC PRIVATE BANK (SUISSE) SA

By:

Address:

Fax:

Attention:

By:

Address:

Fax:

Attention: