

UNIKMIND HOLDINGS LIMITED

TO:

HSBC Bank PLC as Agent and as Original Lender

Date: 20 April 2023

Ladies and Gentlemen,

We refer to the Bridge Facilities Agreement (as the same may be from time to time amended, modified or waived, the "**Bridge Facilities Agreement**") originally dated 13 February 2023, originally entered into between UNIKMIND HOLDINGS LIMITED (the "**Borrower**"), HSBC Bank PLC as Original Lender and the Investor.

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

This Letter sets out the terms of amendments to certain provisions of the Bridge Facilities 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 Bridge Facilities Agreement shall also apply to this Letter as though they were set out in full, save that references to the Bridge Facilities Agreement shall be construed as references to this Letter.
- (b) As of the Amendment Effective Date (as defined in paragraph 5 below), each reference in the Bridge Facilities Agreement to "**this Agreement**", "**hereunder**", "**hereof**", "**herein**", or words of like import, and each reference in the other Finance Documents to the Bridge Facilities Agreement (including, without limitation, by means of words like "**thereunder**", "**thereof**" and words of like import), shall mean and be a reference to the Bridge Facilities Agreement as amended and waived hereby, and this Letter and the Bridge Facilities Agreement shall be read together and construed as a single instrument.
- (c) Except as expressly amended and waived hereby, all of the terms and provisions of the Bridge Facilities 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, 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.

2. Amendments to the Bridge Facilities Agreement

Subject to the occurrence of the Amendment Effective Date, the Bridge Facilities Agreement is hereby amended as follows:

- (a) The following definitions shall be added to Clause 1.1 (*Definitions*):

"Amendment Effective Date" has the meaning given to that term in the Amendment Letter.

"Amendment Letter" means the amendment letter dated 20 April 2023 between the Borrower, the Investor, the Agent and the Original Lender.

- (b) The definition of "Holdco Loan Agreement" in Clause 1.1 (*Definitions*) shall be deleted in its entirety and replaced with the following:

"Holdco Loan Agreement" means the loan agreement dated 13 February 2023 between the Borrower and the Holdco Loan Original Lender, as amended by an amendment letter dated 20 April 2023.

- (c) The definition of "Offer" in Clause 1.1 (*Definitions*) shall be deleted in its entirety and replaced with the following:

"Offer" means the takeover offer by the Borrower in accordance with the Takeover Code to acquire all of the Target Shares that are the subject of the takeover offer substantially on the terms of, and subject to the conditions set out in, the Offer Amendment.

- (d) The following definition shall be added to Clause 1.1 (*Definitions*):

"Offer Amendment" means the increased and final offer announcement dated on or about 20 April 2023.

- (e) The definition of "Offer Document" in Clause 1.1 (*Definitions*) shall be deleted in its entirety and replaced with the following:

"Offer Document" means the revised offer document containing the Offer to be published and provided by or on behalf of the Borrower to shareholders of the Target or otherwise made available to such persons in the manner required by Rule 32.1 of the Takeover Code.

- (f) The definition of "Total Cash Bridge Facility Commitments" in Clause 1.1 (*Definitions*) shall be deleted in its entirety and replaced with the following:

"Total Cash Bridge Facility Commitments" means the aggregate of the Total Cash Bridge Facility Commitments, being \$277,250,000 as at the Amendment Effective Date.

- (g) Part I (*The Original Lenders*) of Schedule 1 (*The Original Parties*) is hereby amended to read as follows:

Name of Original Lender	Accordion Bridge Facility Commitment (USD)	Cash Bridge Facility Commitment (USD)
HSBC Bank plc	75,000,000	277,250,000

- (h) The following shall be included as a new paragraph 2(c) to Part B (*Further Conditions Precedent*) of Schedule 2:

"a copy of the announcement of publication of the Offer Document, as required by Rule 32.1(a)(ii) of the Takeover Code."

3. **Consent**

For the purposes of Clauses 21.4(d) and 21.4(e)(vi) (*Scheme or Offer Undertakings*) of the Bridge Facilities Agreement, the Original Lender confirms that it has discussed and, subject to the occurrence of the Amendment Effective Date, agreed the amendments set out in this Letter and in the Offer Amendment.

4. **Fees**

For the purposes of the Fee Letter dated 13 February 2023 between the Original Lender and the Borrower, the parties confirm that the fee calculations shall be made with reference to the value of the Total Cash Bridge Facility Commitments as amended by this Letter, and subject to the occurrence of the Amendment Effective Date, the Fee Letter will be read accordingly such that:

- (a) for the purposes of the calculation of the Structuring Fee (as defined in the Fee Letter), the Total Commitments as at the Signing Date (as defined therein) shall be deemed increased by the amount of additional Cash Bridge Facility Commitments assumed by the Original Lender pursuant to the terms of this letter; and
- (b) for the purposes of the calculation of the Ticking Fee (as defined in the Fee Letter), the amount of Available Commitments shall be increased by the additional amount of Available Commitments in relation to the Cash Bridge Facility made available by the Original Lender on and from the Amendment Effective Date (the "**Increased Commitment**"), provided that the Ticking Fee payable in connection with the Increased Commitment shall be calculated as if references to the "Signing Date" in paragraph 5 (Ticking Fee) of the Fee Letter were replaced with the "Amendment Effective Date".

5. **Effectiveness of the Amendments and Consents**

- (a) The amendments and consents set forth in this Letter are effective from the date on which the Agent confirms in writing to the Borrower and the Original Lender that it has received all of the documents and other evidence listed in Schedule 1 (*Conditions Precedent*) in form and substance satisfactory to the Agent (acting reasonably and in good faith) (the "**Amendment Effective Date**").
- (b) Other than to the extent that the Original Lender notifies the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Original Lender authorises (but does not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

6. Representations and Warranties

By executing this Letter:

- (a) the Borrower makes the representations and warranties set out in Clause 19 of the Bridge Facilities Agreement to each Finance Party on the date of this Letter and on the Amendment Effective Date by reference to the facts and circumstances then existing; and
- (b) the Investor makes the representations and warranties to each Finance Party set out in Clause 19.3 (*Binding obligations*) to Clause 19.7 (*Governing law and enforcement*) (inclusive), Clause 19.9 (*No filing or stamp taxes*), and Clause 19.17 (*Ranking*) to Clause 19.19 (*Legal and beneficial ownership*) (inclusive) of the Bridge Facilities Agreement on the date of this Letter and on the Amendment Effective Date by reference to the facts and circumstances then existing.

7. 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.

8. 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 amended 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 32 (*Notices*), 34 (*Partial Invalidity*), 35 (*Remedies and Waivers*) and 36 (*Amendments and Waivers*) of the Bridge Facilities 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 44 (*Enforcement*) of the Bridge Facilities 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.

SCHEDULE 1
CONDITIONS PRECEDENT

1. Borrower

- (a) A copy of a resolution of the board of the Borrower:
 - (i) approving the terms of the Amendment Documents (as defined in paragraph 2 below);
 - (ii) attaching the Offer Amendment;
 - (iii) authorising a specified person or persons to execute the Amendment Documents; and
 - (iv) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Amendment Documents.
- (b) A specimen of the signature of each person authorised by the resolution referred to in paragraph (a) above.
- (c) A copy of a resolution of the shareholder of the Borrower approving the resolutions of the Borrower referred to in paragraph (a) above.
- (d) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in this Schedule 1 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Letter.
- (e) A certificate of the Borrower (signed by a director) confirming that borrowing, securing or guaranteeing, as appropriate, the Total Commitments (as proposed to be increased by the terms of this Letter) would not cause any borrowing, securing, guaranteeing or similar limit binding on the Borrower to be exceeded.
- (f) A certificate from the registered agent (certifying details of the current directors, shareholders and registered charges) of the Borrower.

2. Documents and other evidence

- (a) This Letter executed by the Borrower and the Investor.
- (b) An Isle of Man deed of confirmation with regard to the Borrower Share Pledge executed by the parties thereto.
- (c) An Isle of Man deed of confirmation with regard to the Target Share Pledge executed by the parties thereto.
- (d) An English law deed of confirmation with regard to the Shareholder Loan Assignment executed by the parties thereto.
- (e) A Swiss law confirmation agreement with regard to the Swiss law account pledge agreement dated 13 March 2023 (the documents listed in paragraphs 2(a) to (e), the "**Amendment Documents**").
- (f) A copy of the Offer Amendment.

- (g) Confirmation from the Holdco Loan Original Lender that the Amendment Effective Date under the amendment letter to the Holdco Loan Agreement dated on or around the date of this Letter has occurred or will occur immediately upon the Amendment Effective Date occurring under this Letter.

3. Legal opinions

The following legal opinions:

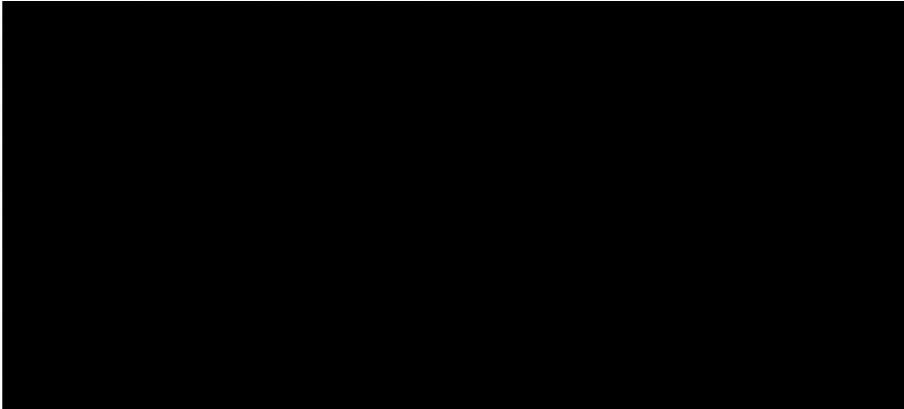
- (a) A legal opinion of Clifford Chance LLP, legal advisers to the Original Lender, addressed to the Original Lender and the Security Agent as to English law substantially in the form distributed to the Original Lender prior to signing this Letter.
- (b) A legal opinion of Keystone Law, legal advisers to the Original Lender, addressed to the Original Lender and the Security Agent as to Isle of Man law substantially in the form distributed to the Original Lender prior to signing this Letter and in respect of the Borrower.
- (c) A legal opinion of Schellenberg Wittmer Ltd, legal advisers to the Original Lender, addressed to the Original Lender and the Security Agent as to Swiss law substantially in the form distributed to the Original Lender prior to signing this Letter.

EXECUTION

THE BORROWER

**SIGNED BY UNIKMIND HOLDINGS
LIMITED,**

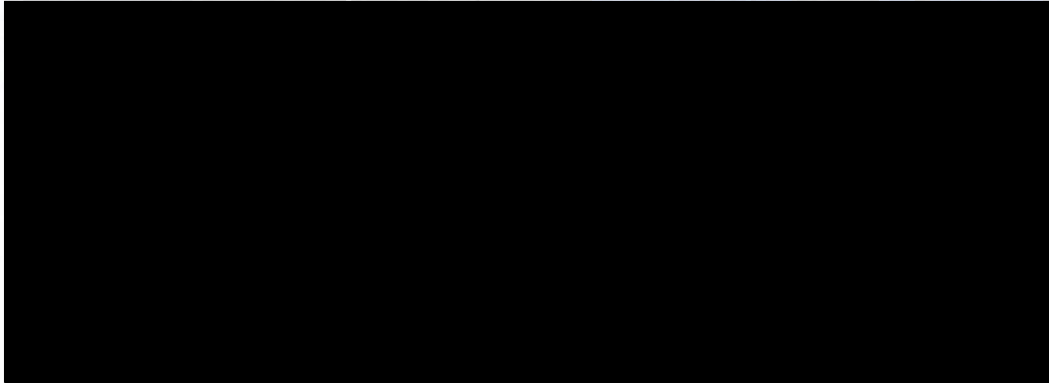
a company incorporated in the Isle of Man, acting
by a director being a person who, in accordance
with the laws of that territory, is acting under the
authority of Unikmind Holdings Limited.



THE INVESTOR

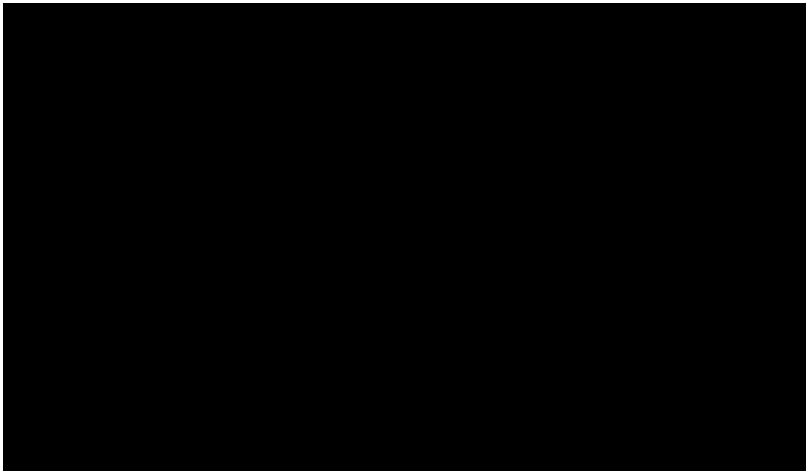
BY EXECUTING THIS LETTER, YOU ARE CONFIRMING THE FOLLOWING:

- (A) THAT YOU UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE PROVISIONS OF THIS LETTER; AND
- (B) THAT YOU HAVE HAD THE OPPORTUNITY TO TAKE INDEPENDENT LEGAL ADVICE ON THE PROVISIONS OF THIS LETTER AND THE EFFECT OF THE TRANSACTION CONTEMPLATED BY IT AND HAVE EITHER OBTAINED SUCH LEGAL ADVICE OR HAVE DECLINED TO DO SO.



THE ORIGINAL LENDER

HSBC BANK PLC



THE AGENT

HSBC BANK PLC

