

UNIKMIND HOLDINGS LIMITED

TO:

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

Date: 20 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, 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 "**Amendment 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 amendments to 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 Amendment Effective Date (as defined in paragraph 4 below), 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 amended and 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. Amendments to the Holdco Facility Agreement

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

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

"Bridge Facilities Agreement" means the bridge facilities agreement dated 13 February 2023 between the Borrower and the Bridge Facilities Original Lender, as amended by an amendment letter dated 20 April 2023.

- (b) 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.

- (c) 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.

- (d) 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.

- (e) 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 22.4(d) and 22.4(e)(vi) (*Scheme or Offer Undertakings*) of the Holdco Facility 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. 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.

5. Representations and Warranties

By executing this Letter:

- (a) the Borrower makes the representations and warranties set out in Clause 19 of the Holdco Facility 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;
- (b) the Borrower, as agent for 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 Holdco Facility Agreement on the date of this Letter and on the Amendment Effective Date by reference to the facts and circumstances then existing; and
- (c) the Borrower, as agent for the Trust, makes the representations and warranties to each Finance Party set out in Clause 19.2 (*Status*) 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 Holdco Facility Agreement on the date of this Letter and on the Amendment Effective Date by reference to the facts and circumstances then existing.

6. 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.

7. 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 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.

SCHEDULE 1
CONDITIONS PRECEDENT

1. Borrower

- (a) A copy of a resolution of the board of the Borrower:
 - (i) approving the terms of the Letter;
 - (i) attaching the Offer Amendment;
 - (ii) authorising a specified person or persons to execute the Letter; and
 - (iii) 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 Letter.
- (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 from the registered agent (certifying details of the current directors, shareholders and registered charges) of the Borrower.

2. Documents and other evidence

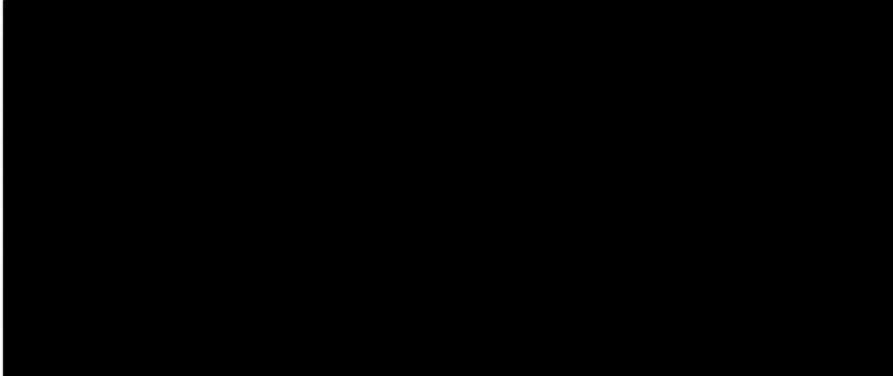
- (a) This Letter executed by the Borrower.
- (b) A copy of the Offer Amendment.
- (c) Confirmation from the Bridge Facilities Original Lender that the Amendment Effective Date under the amendment letter to the Bridge Facilities Agreement dated on or around the date of this Letter has occurred or will occur immediately upon the Amendment Effective Date occurring under this Letter.

EXECUTION

THE BORROWER

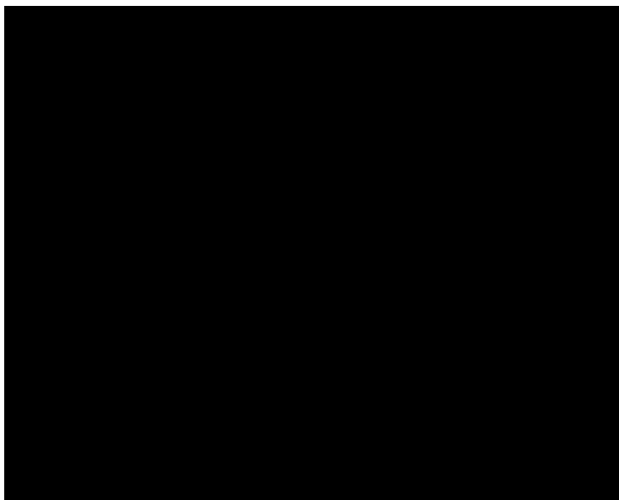
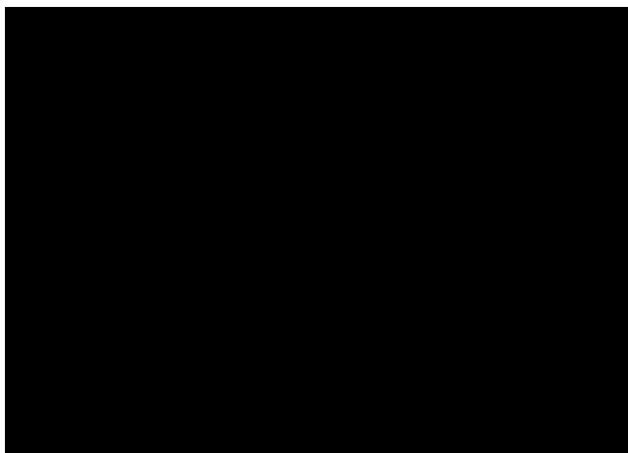
**SIGNED BY UNIKMIND HOLDINGS
LIMITED,**

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



THE AGENT

HSBC PRIVATE BANK (SUISSE) SA

