

**CONFIDENTIAL**

To: **Triley Bidco Limited** (“you” or “your”)

c/o Triton Investments Advisers LLP  
 32 Duke Street, 3<sup>rd</sup> Floor  
 St James’s, London  
 United Kingdom  
 SW1Y 6DF

8 December 2021

**PROJECT CHARLEY – INTERIM AGENCY FEE LETTER****1. BACKGROUND**

1.1 This letter is delivered to you in connection with:

- (a) the commitment letter dated on or about the date hereof from the Bookrunners, the Mandated Lead Arrangers and the Underwriters (together the “**Credit Parties**” and each a “**Credit Party**”) to you (the “**Commitment Letter**”) pursuant to which, among other things, the Credit Parties have been appointed as the mandated lead arrangers, underwriters and bookrunners in relation to the Facilities (as defined therein);
- (b) the Senior Facilities Term Sheet (as defined in the Commitment Letter);
- (c) the Second Lien Facility Term Sheet (as defined in the Commitment Letter); and
- (d) the interim facilities agreement dated on or about the date hereof (the “**Interim Facilities Agreement**”).

1.2 This is the Fee Letter referred to in clause 14.1 (*Interim Facility Agent Fee*) of the Interim Facilities Agreement.

1.3 Unless otherwise defined herein or the context otherwise requires, terms defined in the Commitment Letter, the Senior Facilities Term Sheet, the Second Lien Facility Term Sheet or the Interim Facilities Agreement shall have the same meaning in this letter.

**2. INTERIM AGENCY FEE****2.1 Fees Payable**

- (a) You shall pay, or procure that there is paid, to the Interim Facility Agent, for its own account in respect of its role as Interim Facility Agent under the Interim Facilities Agreement, an agency fee in an amount of £90,000 (plus VAT) per annum (the “**Interim Agency Fee**”).
- (b) The Interim Agency Fee is payable quarterly in advance, first due and payable on the Initial Closing Date and each subsequent payment shall be made in advance on each Quarter Date for so long as any amount is outstanding under the Interim Documents or any Finance Party has any obligation to lend or otherwise extend financial accommodation under the Interim Facilities. For the purposes of this paragraph 2.1(b), “**Quarter Date**” means the last day of each successive three month period after the Initial Closing Date.

**2.2 No Deal No Fee**

For the avoidance of doubt, if the Initial Closing Date does not take place, no Interim Agency Fee is payable under this Fee Letter.

### 2.3 Deduction from Initial Utilisation

Without prejudice to clause 2.1 (*Fees Payable*) above, the Interim Facility Agent is hereby authorised to deduct the amount of the first fees payable under clause 2.1 (*Fees Payable*) from the proceeds of the first drawing of funds under the Interim Facilities Agreement, for the accounts of the Interim Facility Agent in accordance with the terms of this Fee Letter.

### 2.4 Interim Agency Fees / Agency Fees

To the extent any of the Interim Agency Fees have been paid to the Interim Facility Agent in respect of an Interim Facility pursuant to this letter, any agency fee that becomes payable on the date of first utilisation under the Facilities in respect of the corresponding Facility to the Interim Facility Agent shall be reduced to the extent of the Interim Agency Fees that have been paid in respect of the corresponding Interim Facility on a euro for euro or sterling for sterling basis, as applicable.

## 3. GENERAL

- 3.1 You agree that, once paid, the Interim Agency Fee or any part thereof payable hereunder will not be refundable or creditable against any other fee under any circumstances unless otherwise agreed by us in writing; *provided* that if the Interim Facility Agent resigns or is replaced from its role as Interim Facility Agent under the Interim Facilities Agreement, the Interim Facility Agent will refund you for the pro rata amount of such Interim Agency Fee paid under this letter for the period from the date on which such resignation or replacement occurred to the next Quarter Date.
- 3.2 The Interim Agency Fee will be paid in immediately available, freely transferable, cleared funds and shall be in addition to any fees payable to the Interim Facility Agent under any other Fee Letter and reimbursement of the Interim Facility Agent's reasonable and documented out-of-pocket expenses to the extent reimbursable pursuant to the Commitment Documents, the Interim Facilities Agreement or any other Interim Document.
- 3.3 All payments to be made under this Fee Letter:
- (a) shall be paid without any deduction or withholding for or on account of tax (a "**Tax Deduction**") unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required; and
  - (b) are exclusive of any value added tax or similar charge ("**VAT**"). If VAT is chargeable, you shall also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of the applicable VAT, upon presentation of a valid invoice showing the amount of such VAT.

## 4. CONFIDENTIALITY

- 4.1 Each of the parties to this letter acknowledges that the terms of this letter are confidential and no such party shall (and each party shall ensure that none of its Affiliates will), without the prior written consent of the other parties to this letter, disclose this letter or its contents to any other person except:

- (a) as required by law, regulation or by any applicable governmental, banking, taxation, judicial or other regulatory authority or body or by any applicable stock exchange;
- (b) to its Affiliates and its and their employees, directors and officers; and
- (c) to its auditors and professional advisors who in each case have a need to know this information and who are bound by the duties of confidentiality as a matter of law or professional practice in relation to such information.

## **5. MISCELLANEOUS**

- 5.1 You may not assign any of your rights or transfer any of your rights or obligations under this letter without the prior written consent of the Interim Facility Agent.
- 5.2 Except as otherwise expressly provided in this letter, the terms of this letter may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 5.3 This letter may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same letter.
- 5.4 No provision of this letter may be amended or waived otherwise than by a document in writing signed by you and the Interim Facility Agent.

## **6. GOVERNING LAW AND JURISDICTION**

- 6.1 This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. Each party to this letter hereby irrevocably submits to the exclusive jurisdiction of the English courts.
- 6.2 If you agree to the above, please acknowledge your agreement and acceptance of the terms of this letter by signing, scanning and returning the enclosed copy of this letter countersigned by you to us.

*[Remainder of page left intentionally blank]*

For and on behalf of

**HSBC BANK PLC** in its capacity as Interim Facility Agent

By:

Name:

Title:

Address:

Email:

Facsimile:

Attention:

We acknowledge and agree to the above:  
For and on behalf of

**TRILEY BIDCO LIMITED**

Name: [REDACTED]

Title: [REDACTED]

Date: 8 December 2021