

ARRANGEMENT FEE AND FUNDING FEE LETTER

To: Six Exchange Group AG
Hardturmstrasse 201
8005 Zurich
Switzerland
(the "**Borrower**")

11 November 2024

Dear Sirs

UP TO £240,000,000 BRIDGE FACILITY AGREEMENT DATED ON OR ABOUT THE DATE OF THIS LETTER AND MADE BETWEEN, AMONG OTHERS, THE BORROWER AND UBS SWITZERLAND AG AS AGENT (THE "AGREEMENT")

We refer to the Agreement. Unless otherwise defined herein, terms defined in the Agreement have the same meaning in this Fee Letter.

This is a Fee Letter and a Finance Document under the Agreement. We refer to Clause 11.2 (*Arrangement fee*) and Clause 11.3 (*Funding fee*) of the Agreement.

1. ARRANGEMENT FEE

The Borrower shall pay to the Agent for the account of the Mandated Lead Arranger an arrangement fee in an amount of £600,000 (being equal to 0.25 per cent. of the Total Commitments as at the date of the Agreement), payable within 5 Business Days of the date of the Agreement.

2. FUNDING FEE

The Borrower shall pay to the Agent for the account of the Original Lender a funding fee in an amount equal to 0.175 per cent. of the amount of each Loan borrowed on that Utilisation Date (the "**Funding Fee**"), payable on the Utilisation Date to which that Loan relates. For the avoidance of doubt, the Funding Fee shall not be payable if the first Utilisation Date does not occur.

3. FEE PAYMENT

3.1 All payments due under this Fee Letter shall be paid in immediately available freely transferable funds, and in sterling, to the account of the Agent as per the account details set out below.

Account in favour of UBS Switzerland AG

IBAN: XXXXXXXXXX

3.2 All payments under this Fee Letter shall be made without any set-off, deduction or counterclaim of any kind and shall be non-refundable. The terms of Clause 12 (*Tax Gross Up and Indemnities*) of the Agreement shall apply to the fees payable under this Fee Letter.

3.3 All sums paid under this letter are non-refundable and non-creditable against any other fee payable in connection with the Finance Documents.

4. THIRD PARTY RIGHTS

A person who is not a party to this Fee Letter has no right under the Contract (Rights of Third Parties) Act 1999 or otherwise to enforce or to enjoy the benefit of any term of this Fee Letter.

5. COUNTERPARTS

This Fee Letter may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same Fee Letter. Delivery of a counterpart of this Fee Letter by e-mail attachment shall be an effective mode of delivery.

6. GOVERNING LAW

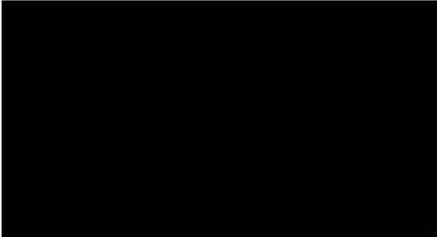
This Fee Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

7. JURISDICTION

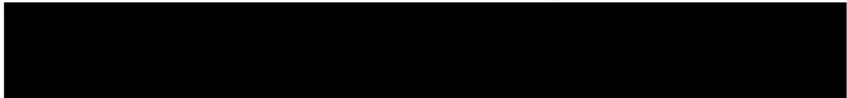
The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Fee Letter (including a dispute relating to any non-contractual obligations arising out of or in connection with this Fee Letter).

If you agree to the above, please sign where indicated below.

Yours faithfully,

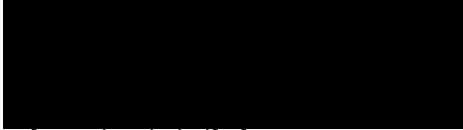


for and on behalf of
UBS Switzerland AG
as Agent (acting on behalf
of the Mandated Lead Arranger and the Original Lender)



Accepted and agreed

Thomas Wellauer

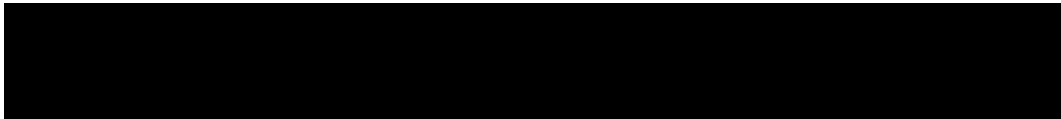


for and on behalf of
SIX EXCHANGE GROUP AG

Søren Mose

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for and on behalf of
SIX EXCHANGE GROUP AG

Date: _____ 2024



Accepted and agreed

Thomas Wellauer

.....
for and on behalf of
SIX EXCHANGE GROUP AG



for and on behalf of
SIX EXCHANGE GROUP AG

Date: 8.11.2024 2024
11 November

