

To:

ISOTOPE FINCO S.À R.L. (formerly Galileo Lux HoldCo S.à r.l.)

Attention: the directors

31 July 2026

Project Nucleus – Engagement Letter

Ladies and Gentlemen:

This engagement letter (this **Engagement Letter**) amends, restates and supersedes in its entirety that certain engagement letter entered into in relation to Project Nucleus prior to the date of this letter (the **Original Engagement Letter**) such that, with effect from the date that the Company (as defined below) countersigns this letter, the Original Engagement Letter shall be terminated and shall have no further effect (and all parties to the Original Engagement Letter shall be irrevocably released and discharged from all their liabilities and obligations thereunder).

You have advised Barclays Bank PLC, Crédit Agricole Corporate and Investment Bank, Deutsche Bank AG, London Branch, Morgan Stanley & Co. International plc, BofA Securities Europe SA, BNP Paribas, HSBC Bank plc, Jefferies GmbH, Mizuho Bank Europe N.V., MUFG Securities EMEA plc, NatWest Markets plc, Standard Chartered Bank, Bank of China Limited, London Branch, Banco Bilbao Vizcaya Argentaria, S.A., London Branch, Citigroup Global Markets Inc., Citigroup Global Markets Europe AG, ING Bank N.V., London Branch and SMBC Bank International plc (collectively, **we** or **us**) that ISOTOPE FINCO S.À R.L. (formerly Galileo Lux HoldCo S.à r.l.) (the **Company, you** or **your**) or entities owned by the Company intends to, *inter alia*, acquire (the **Acquisition**), directly or indirectly, up to 100% of the issued share capital of the entity or entities previously identified to us by you as Intertek Group plc (the **Target** and, such shares, the **Target Shares**), such acquisition of Target Shares to be structured either as an Offer or Scheme (as defined in the Commitment Letter (as defined below)) pursuant to the Takeover Code and a potential refinancing of any existing indebtedness of the Target and its subsidiaries (together, **Target Group**) (the **Refinancing**). The Acquisition and the Refinancing are collectively referred to herein as the **Transaction**. All references in this Engagement Letter to "euro" or "EUR" are to the official currency of the European Union member states participating in the European Monetary Union, all references to "U.S. dollars", "dollars" or "USD" are to the lawful currency of the United States of America, and all references to "pounds sterling", "sterling" or "GBP" are to the lawful currency of the United Kingdom. Capitalized terms used but not defined herein have the meanings assigned to them in the commitment letter (including all appendices thereto) dated the date hereof between you and us or our affiliates (the **Commitment Letter**).

1. Overview of financing of Transaction

You have advised us that it is intended that the financing of the Transaction will include, among other things, a senior secured bridge facility, in an aggregate principal amount equal to GBP 865,000,000 (equivalent) to be made available as:

- (a) a EUR denominated senior secured bridge facility (**Bridge Facility 1**), or the corresponding Interim Bridge Facility 1 (as defined below), which, if utilised, it is contemplated will be refinanced, or otherwise substituted, by the issuance by the Company and, at the option of the Company, US Finco, as co-issuer (any such entity, the **Issuer** and together with any co-issuer, the **Issuers**) formed by or at the direction of funds or partnerships managed or advised directly or indirectly by EQT Holdings AB (the **Sponsor**) of euro-denominated senior secured fixed rate high yield notes (the **EUR Notes**); and/or
- (b) a USD denominated senior secured bridge facility (the **Bridge Facility 2** and, together with Bridge Facility 1, the **Bridge Facilities**) or the corresponding Interim Bridge Facility 2 (as defined below), which, if utilised, it is contemplated will be refinanced, or otherwise substituted, by the issuance by one or more of the Issuers of US dollar-denominated senior secured fixed rate high yield notes (the **USD Notes** and, together with the EUR Notes, the **Notes**),

and in each case, in the amounts determined in accordance with 'Currency Allocation' in Part 2 (Initial Bridge Facility) of the Bridge Facility Term Sheet of the Commitment Letter and such amounts under the Bridge Facilities may, at the option of the Company, be reallocated between Bridge Facility 1 and Bridge Facility 2 (and the corresponding Interim Bridge Facilities) and Facility B1 and Facility B2 (in each case as defined below), in each case, in accordance with and subject to the terms of the facility amount provisions of the Mandate Documents.

You have also advised us that:

- (a) you intend to obtain senior credit facilities consisting of (i) a GBP 3,565m (equivalent) senior term loan facility (**Facility B**), to be denominated in EUR (**Facility B1**) and/or USD (**Facility B2**), in each case in the principal amounts determined in accordance with 'Currency Allocation' in Part 3 (Facility B) of the Senior Facilities Term Sheet of the Commitment Letter; (ii) a multi-currency denominated senior term loan facility: (x) with euro as its base currency (the **Delayed Draw Term Facility 1**); and (y) with US Dollars as its base currency (the **Delayed Draw Term Facility 2** and together with Delayed Draw Term Facility 1, the **Delayed Draw Term Facility**), in each case in the principal amounts determined in accordance with 'Amount' in Part 5 (Delayed Draw Term Facility) of the Senior Facilities Term Sheet in the Commitment Letter; and (iii) a GBP 870 million revolving credit facility (the **Initial Revolving Facility** and, together with Facility B1, Facility B2 and the Delayed Draw Term Facilities, the **Senior Facilities** and, together with the Bridge Facilities, the **Facilities**); and
- (b) the proceeds of the Notes, if any, and the Facilities (to the extent borrowed on the Initial Closing Date or by the Final Repayment Date (as defined in the interim facilities agreement (the **Interim Facilities Agreement**)) and advances under (i) interim facilities corresponding to the Senior Facilities (the

Interim Senior Facilities); (ii) an interim bridge facility corresponding to Bridge Facility 1 (the **Interim Bridge Facility 1**); and (iii) an interim bridge facility corresponding to Bridge Facility 2 (the **Interim Bridge Facility 2** and, together with Interim Bridge Facility 1, the **Interim Bridge Facilities** and, together with the Interim Senior Facilities, the **Interim Facilities**) (to the extent borrowed or issued on the Closing Date) will be applied (i) to finance the Transaction, (ii) to pay the fees, costs and expenses incurred in connection with the Transaction and (iii) to the extent that any advance under the Interim Facilities have been made, to the repayment of all Interim Facilities,

and, in each case, such amounts under the Facilities (and the corresponding Interim Facilities) shall be reduced by the aggregate amount of any Permitted Specified Credit Party Financing (as defined in the Commitment Letter) and it being understood that any such reduction in the Bridge Facilities (and the corresponding Interim Bridge Facilities) from such Permitted Specified Credit Party Financing or as a result of any reallocation of commitments under the Bridge Facilities to Facility B1 and Facility B2 described above and, in each case, in accordance with and subject to the terms of the Mandate Documents, will reduce the amount of Permanent Securities (as defined below) subject to the terms of this Engagement Letter.

2. Engagement of the Managers.

Subject to the terms and conditions of this Engagement Letter, you have requested and hereby agree that Barclays Bank PLC, Crédit Agricole Corporate and Investment Bank, Deutsche Bank AG, London Branch, Morgan Stanley & Co. International plc, BofA Securities Europe SA, BNP Paribas, HSBC Bank plc, Jefferies GmbH, Mizuho Bank Europe N.V., MUFG Securities EMEA plc, NatWest Markets plc, Standard Chartered Bank, Bank of China Limited, London Branch, Banco Bilbao Vizcaya Argentaria, S.A., London Branch, Citigroup Global Markets Inc. (with respect to the USD Notes), Citigroup Global Markets Europe AG (with respect to the EUR Notes), ING Bank N.V., London Branch and SMBC Bank International plc, in each case at our election, one or more of our respective affiliates (in such capacity, each, a **Manager** and, collectively, the **Managers**) will have the right to act, and you hereby engage each Manager to act, as underwriter (an **underwriter**) and/or initial purchaser (an **initial purchaser**) for you or the applicable Issuer with respect to any offering, sale or issuance (including, without limitation, an offering under Rule 144A or Regulation S) (an **Offering**) of (a) the EUR Notes or any other euro-denominated high-yield senior secured debt securities (excluding pay-in-kind securities, preferred equity or quasi-equity securities), whether fixed- or floating rate and in one or more tranches, one or more of the Issuers (the **EUR Permanent Securities**); and (b) the USD Notes or any other US dollar-denominated high-yield senior secured debt securities (excluding pay-in-kind securities, preferred equity or quasi-equity securities), whether fixed- or floating rate and in one or more tranches, of the Issuers (the **USD Permanent Securities**) in each case, to finance the Transaction or to refinance (in whole or in part) the Bridge Facilities or the Interim Bridge Facilities, as applicable (such **USD Permanent Securities** and EUR Permanent Securities, being the **Permanent Securities**).

As of the date hereof, it is intended that (a) Barclays Bank PLC shall be named as Global Coordinator and Joint Bookrunner and shall be entitled to underwrite and/or purchase 15.44% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof; (b) Crédit Agricole Corporate and

Investment Bank shall be named as Global Coordinator and Joint Bookrunner and shall be entitled to underwrite and/or purchase 15.44% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(c) Deutsche Bank AG, London Branch shall be named as Global Coordinator and Joint Bookrunner and, with respect to the EUR Permanent Securities, Billing & Delivery Bank and shall be entitled to underwrite and/or purchase 15.44% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(d) Morgan Stanley & Co. International plc shall be named as Global Coordinator and Joint Bookrunner and, with respect to the USD Permanent Securities, Billing & Delivery Bank and shall be entitled to underwrite and/or purchase 15.44% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(e) BofA Securities Europe SA shall be named as Joint Bookrunner and shall be entitled to underwrite and/or purchase 3.40% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(f) BNP Paribas shall be named as Joint Bookrunner and shall be entitled to underwrite and/or purchase 3.40% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(g) HSBC Bank plc shall be named as Joint Bookrunner and shall be entitled to underwrite and/or purchase 3.40% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(h) Jefferies GmbH shall be named as Joint Bookrunner and shall be entitled to underwrite and/or purchase 3.40% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(i) Mizuho Bank Europe N.V. shall be named as Joint Bookrunner and shall be entitled to underwrite and/or purchase 3.40% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(j) MUFG Securities EMEA plc shall be named as Joint Bookrunner and shall be entitled to underwrite and/or purchase 3.40% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(k) NatWest Markets plc shall be named as Joint Bookrunner and shall be entitled to underwrite and/or purchase 3.40% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(l) Standard Chartered Bank shall be named as Joint Bookrunner and shall be entitled to underwrite and/or purchase 3.40% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(m) Banco Bilbao Vizcaya Argentaria, S.A., London Branch shall be named as Joint Bookrunner and shall be entitled to underwrite and/or purchase 2.55% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(n) Bank of China Limited, London Branch shall be named as Joint Bookrunner and shall be entitled to underwrite and/or purchase 2.55% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(o) Citigroup Global Markets Inc. (with respect to the USD Notes) and Citigroup Global Markets Europe AG (with respect to the EUR Notes), shall be named as Joint Bookrunner and, together shall be entitled to underwrite and/or purchase 2.55% of any Permanent Securities, for which they will receive an equivalent percentage of the fees with respect to the issuance and sale thereof;

(p) ING Bank N.V., London Branch shall be named as Co-Manager and shall be entitled to underwrite and/or purchase 1.70% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof; and

(q) SMBC Bank International plc shall be named as Co-Manager and shall be entitled to underwrite

and/or purchase 1.70% of any Permanent Securities, for which it will receive an equivalent percentage of the fees with respect to the issuance and sale thereof. It is agreed that, notwithstanding the foregoing or any other provision, express or implied, of this Engagement Letter or any other Mandate Documents, you may, in your absolute discretion, list the Managers in the order as determined by you, in your absolute discretion, in any marketing and other materials in connection with each Offering of Permanent Securities.

Notwithstanding anything to the contrary herein, the following financings shall not constitute an issuance of Permanent Securities subject to the terms of this Engagement Letter: (a) the making of any loans, including under the Senior Facilities or under the Interim Senior Facilities, (b) the making of any bridge loans or extended term loans or the issuance of any exchange notes pursuant to the Bridge Facilities, (c) the funding of the Interim Bridge Facilities, (d) any Permitted Specified Credit Party Financing, (e) any Private Credit Financing (as defined in the Commitment Letter), (f) any recourse or non-recourse factoring or other receivables facility, (g) any overdraft, local or working capital facility, (h) any private placement of equity, preferred equity or quasi-equity securities by the Company or their respective or its parent companies, (i) any offering of deeply-subordinated shareholder funding issued to or vendor financing issued or incurred by the Company or their respective or any parent companies or (j) the making of any intercompany loans.

The services of the Managers to the Issuers in connection with any such Permanent Securities shall consist of:

- (a) assistance in the preparation of an offering memorandum (including customary financial statements, subject to the exceptions set forth in the preceding paragraph) with respect to the Permanent Securities (collectively, **Offering Materials**);
- (b) assistance in structuring an offering of Permanent Securities and its terms;
- (c) assistance in the preparation of any rating agency presentations; and
- (d) organization of the marketing effort to identify selected purchasers of the Permanent Securities.

Without limiting the engagement set forth herein, the parties hereto agree that it is their intention that the Permanent Securities have terms not less favorable to you than those of the Exchange Notes (as defined in the fee letter between us dated the date hereof (the **Fee Letter**), *provided* that each Manager agrees to use its best efforts (taking into account prevailing market conditions at the time of the relevant Offering) to include in the terms of the Permanent Securities (x) a "change of control" portability feature pursuant to which the Permanent Securities may remain outstanding following a Change of Control, subject to compliance with a leverage ratio and such other conditions as may be agreed between you and the Managers (each acting reasonably) and (y) a "snooze" provision pursuant to which any holder that does not respond to a consent solicitation, amendment or waiver request within the prescribed period shall be deemed to have consented to such amendment or waiver for the purposes of calculating the requisite consent threshold as may be agreed between you and the Managers (each acting reasonably), *provided* that, in each case, the failure to include any such term shall not constitute a breach of this Engagement Letter or give rise to any

liability on the part of any Manager. The obligations of the Managers under this paragraph shall apply equally in connection with any Offering of Permanent Securities made pursuant to a Securities Demand (as defined in the Fee Letter).

Notwithstanding the foregoing, this Engagement Letter is not intended to constitute, and should not be construed as, an agreement or commitment by any Manager or any Manager's affiliates to act as underwriter, initial purchaser, arranger or placement agent in any offering of Permanent Securities or to underwrite, purchase, arrange or place any Permanent Securities or provide any financial advisory services or any financing; *provided, however*, that to the extent a Manager declines to participate in an offering of Permanent Securities pursuant to which it would have received the fees and held the roles contemplated in this Engagement Letter, you shall have the right to engage one or more investment banks or other entities to serve as underwriter(s), arranger(s) or placement agent(s) for, or initial purchaser(s) of, such Permanent Securities without paying any penalty, Private Credit Compensation Fee or Deal-Away Fee under this Engagement Letter or the Fee Letter;

Notwithstanding anything in this Engagement Letter or any other Mandate Documents to the contrary, if (x) a Manager (any such Manager, a **Declining Manager**) declines to participate in any debt financing of the type that would constitute an Offering of Permanent Securities on the terms set forth in this Engagement Letter (including as to commensurate roles and economics) and otherwise on an equal and ratable basis with the Majority Managers (as defined below), and (y) the Managers that committed for more than 50% of the outstanding commitments (including commitments by such Managers' underwriting and arranging affiliates) under the Bridge Facilities or the Interim Facilities (as applicable) (the **Majority Managers**) agree to act as underwriter, initial purchaser or bookrunner in connection with such Offering, then the proceeds from such Offering shall be applied in accordance with the terms of the agreements governing the terms of the Bridge Facilities or the Interim Bridge Facilities, as applicable, to prepay or refinance outstanding amounts under the Bridge Facilities or the Interim Bridge Facilities, as applicable, or replace commitments in respect of such facilities (I) on a *pro rata* basis solely with respect to the arranger and underwriting affiliates of Managers that are not Declining Managers and (II) excluding the arranger and underwriting affiliates of such Declining Manager.

Any such agreements or commitments with respect to an offering of Permanent Securities will be reflected in one or more mutually satisfactory underwriting, purchase, placement or other agreements between you and/or the applicable Issuer and the Managers (the **Purchase Agreements**). Any Purchase Agreement will be in form usual and customary for top-tier private equity firms in the European high yield market. You acknowledge and agree that no Manager will have any obligation hereunder to enter into any Purchase Agreement or any similar agreement or arrangement, or to underwrite, arrange, purchase or place any Permanent Securities except upon signing of a Purchase Agreement and the satisfaction of the conditions contained therein.

3. Fees & Expenses.

You agree to pay to each Manager, to the extent that it participates in any issuance of Permanent Securities, an aggregate total fee equal to the percentage of such Permanent Securities underwritten, purchased or placed by such Manager multiplied by (x) 1.25% of the gross proceeds (excluding any OID Gross-Up (as defined in the Fee Letter)) from the issuance

and sale of any EUR Permanent Securities and (y) 1.50% of the gross proceeds (excluding any OID Gross-Up (as defined in the Fee Letter)) from the issuance and sale of any USD Permanent Securities (the **Take-Out Fee**), in each case, except as provided for below, payable upon the closing of such offering of Permanent Securities; *provided, however*, that no Take-Out Fee shall be payable unless the Initial Closing Date has occurred. If an offering of Permanent Securities is consummated prior to the Initial Closing Date the proceeds of which are deposited into escrow prior to the Initial Closing Date, no Take-Out Fee shall be payable until the later of the Initial Closing Date and the date on which the proceeds of such Permanent Securities are released to you from escrow, as applicable; *provided further* that the amount payable to each Manager under this paragraph shall be reduced by the aggregate amount of any applicable Bridge Funding Fee Rebate (as defined in the Fee Letter) and with respect to the applicable Bridge Facility related to such Permanent Securities; *provided further* that, notwithstanding anything to the contrary in the foregoing, no Take-Out Fee shall be payable pursuant to this paragraph to the extent the Bridge Conversion Fee (as defined in the Fee Letter) has been paid in respect of the relevant Bridge Facility, including as a result of a Demand Failure Event (as defined in the Fee Letter). For the avoidance of doubt, the “gross proceeds” of the Offering of Permanent Securities for the purposes of calculating any compensation shall not include any upsizing of the Offering of Permanent Securities beyond the amounts required to refinance or replace the Bridge Facilities or the Interim Bridge Facilities (as applicable). If any Manager elects not to participate in an offering of Permanent Securities, the economics otherwise payable to such Manager (including as a result of a termination of this Engagement Letter as to itself) in connection with such Permanent Securities shall be allocated ratably to the remaining Managers of such Permanent Securities.

Each Manager will be entitled to 50% of the Take-Out Fee that it would have earned hereunder (but did not) in the event that at any time during the term of this Engagement Letter the Issuers, the Sponsor or any affiliate of the Sponsor issue Permanent Securities and an underwriter or financial institution other than the Managers or an affiliate of the Managers acts as underwriter, arranger, initial purchaser or placement agent notwithstanding a willingness and ability on the part of the Managers to act in the roles and receive the fees in each case as contemplated by this Engagement Letter (the **Deal-Away Fee**); *provided that* (x), for the avoidance of doubt, no fees shall be payable to any Manager pursuant to this paragraph if the Private Credit Compensation Fee is paid to such Manager pursuant to Section 7.1 (*Private Credit Compensation Fee*) of the Fee Letter, (y) any such fees payable shall be reduced by the Bridge Conversion Fee (as defined in the Fee Letter), paid to such Manager and (z) no fees shall be payable to any Manager pursuant to this paragraph if such Manager declines to participate in any offering of Permanent Securities whereby it would receive no less than the percentage of compensatory economics specified herein (provided that such compensatory economics shall reflect the market terms at the time).

In connection with any offering of Permanent Securities, you shall cause the Issuers to pay for all printing costs, filing fees, customary “blue sky” fees and expenses, expenses associated with ratings, your road show costs and its legal expenses. You agree to cause the Issuers to promptly reimburse each of the Managers for all reasonable out-of-pocket expenses, including the reasonable expenses of the Managers’ due diligence investigation, travel expenses, and fees and disbursements of counsel, properly incurred by it in connection with its engagement hereunder, subject, in the case of counsel fees, to separate arrangements (including any agreed caps (the **Cap**)) with such counsel and prior approval by the Company

or the Sponsor. However, in the event an offering of Permanent Securities is not consummated or the Acquisition is not consummated, no expenses shall be reimbursable under this Engagement Letter (other than counsel fees, subject to any pre-agreed caps and/or reductions resulting from an unsuccessful bid, and reasonable and documented out-of-pocket expenses incurred in connection with your road show and syndication; *provided that* out-of-pocket expenses shall be reimbursed only up to the pre-agreed cap) and, in the event an offering of Permanent Securities is consummated, reimbursement of expenses shall instead be governed by the terms of the executed Purchase Agreements with respect to such Permanent Securities. For the avoidance of doubt, the Managers shall be responsible for and shall pay any and all legal expenses incurred by them in excess of the Cap, if any, in connection with any Offering of Permanent Securities.

You agree that, once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances except as provided herein. Your obligation to pay any fee set forth herein or to cause such fee to be paid shall be joint and several with any other party having such an obligation.

All amounts stated as payable to the Managers under this Engagement Letter are stated exclusive of value added tax or any similar taxes (collectively, **VAT**). If VAT is chargeable on any supplies for which such amounts are consideration and the recipient of the relevant payment is required to account to the relevant tax authority for VAT thereon, you shall also and at the same time pay to the recipient of the relevant payment an amount equal to the amount of such VAT (upon the recipient providing you with an appropriate VAT invoice) provided that none of you, the Company or the Issuers shall be required to pay additional amounts on account of VAT if such VAT is solely due because a Manager or its affiliate has voluntarily opted to subject a payment to VAT (unless and to the extent the paying party is able to recover such VAT as input VAT).

All amounts charged by any Manager, or for which any Manager is to be reimbursed, will be invoiced and payable together with VAT, where appropriate (which, for the avoidance of doubt, shall include any VAT on services provided from legal counsel where the Manager is required to self-assess and account for VAT as the recipient of such services).

Where a person (the **Reimbursing Person**) is required under this Engagement Letter to reimburse or indemnify another person (the **Reimbursed Person**) for any costs or expenses, the Reimbursing Person shall reimburse or indemnify (as the case may be) the Reimbursed Person against all VAT incurred by the Reimbursed Person in respect of the costs or expenses to the extent that the Reimbursed Person determines (acting reasonably and in good faith) that neither it nor any other member of any group of which it is a member for VAT purposes is entitled to credit or repayment from the relevant tax authority in respect of the VAT (provided that this shall be without prejudice to the Cap).

All payments made under this Engagement Letter shall be paid free and clear from 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 that (after making such Tax Deduction) leaves an amount equal to the payment that would have been due if no Tax Deduction had been required, except to the extent that such Tax Deduction was imposed due to: (x) the relevant Manager (or any such Manager's relevant designated affiliate) having any present or

former connection with any jurisdiction from or through which any payment under this Engagement Letter is made other than solely as a result of receiving any payments hereunder; or (y) any assignment by the relevant Manager of its rights or obligations hereunder; or (z) the failure of the relevant Manager (or any such Manager's relevant designated affiliate) to provide any form, certificate, document or other information that would have reduced or eliminated such deduction or withholding of tax, where such form, certificate, document or other information was requested in writing by you and where provision of the same was reasonable in the circumstances.

4. Matters Relating to Engagement.

You acknowledge and agree that each Manager has been retained to act in the capacities and with the titles set forth herein. In such capacities, each Manager shall act as an independent contractor, and any duties of such Manager arising out of this Engagement Letter shall be owed solely to you and/or the applicable Issuer. In rendering such services, each Manager will be acting solely pursuant to a contractual relationship on an arm's length basis with respect to any Permanent Securities (including in connection with determining the terms of such Permanent Securities) and not as a financial advisor or a fiduciary to you or any other person. Additionally, you acknowledge that each Manager is not advising you or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transaction contemplated hereby. The liabilities and obligations of the Managers in connection with the Permanent Securities shall be several and not joint. You acknowledge and agree that no Manager shall have any responsibility or liability to you or any other person for any actions or omissions of any other Manager or for any advice, statements, opinion or work product that has been provided by or is attributable to any other Manager. Further, the rights of each Manager are independent and may be separately enforced by each such Manager. You further acknowledge and agree that any review by any Manager of the Issuers, an offering, the terms of any Permanent Securities in connection therewith and other matters relating thereto will be performed solely for the benefit of such Manager and shall not be on behalf of you or any other person. Finally, you agree that each Manager may perform the services contemplated hereby in conjunction with its affiliates, and that any Manager's affiliates performing services hereunder shall be entitled to the benefits and be subject to the terms of this Engagement Letter.

You acknowledge that each Manager is a securities firm engaged in securities trading and brokerage activities and providing investment banking and financial advisory services. In the ordinary course of business, each Manager and its affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of you, your affiliates or other entities that may be involved in the transactions contemplated hereby.

In addition, a Manager or its respective affiliates may from time to time perform various investment banking, commercial banking and financial advisory services for other clients and customers who may have conflicting interests with respect to you or any Permanent Securities. Each Manager and its affiliates will not use confidential information obtained from you pursuant to this engagement in connection with the performance by such

Manager and its affiliates of services for other companies, and such Manager and its affiliates will not furnish any such information to other companies. You also acknowledge that each Manager and its affiliates have no obligation to use in connection with this engagement, or to furnish to you, confidential information obtained from other companies.

Furthermore, you acknowledge that a Manager and its respective affiliates may have fiduciary or other relationships whereby such Manager and its affiliates may exercise voting power over securities of various persons, which securities may from time to time include securities of you, potential purchasers of the Permanent Securities or others with interests in respect of any Permanent Securities. You acknowledge that each Manager and its affiliates may exercise such powers and otherwise perform their functions in connection with such fiduciary or other relationships without regard to its relationship to you hereunder.

You hereby acknowledge that each Manager will be acting pursuant to a contractual relationship on an arm's length basis and in no event do the parties intend that any Manager act or be responsible as a fiduciary to you, your management, stockholders, creditors or any other person. You and each Manager hereby expressly disclaim any fiduciary relationship and agree that each party hereto is responsible for making its own independent judgments with respect to any transactions entered into between them. You hereby waive, to the fullest extent permitted by law, any claims you may have against any Manager for breach of fiduciary duty or alleged breach of fiduciary duty and agree that no Manager will have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including your stockholders, employees or creditors.

You further acknowledge that Managers and their affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you, the Group, the Target Group or the Sponsor may have conflicting interests regarding the transactions described herein and otherwise, including, for the avoidance of doubt, financing of competing bids for the Target Group (all such services, including any financial advisory role of any such Credit Party described immediately below, the **Services**). You further acknowledge specifically that certain Managers (or their respective affiliates) may be acting as financial adviser to the Company in connection with various matters, including the Transaction. You, on behalf of yourself, the Group and the Sponsor, hereby (i) consent to the provision of the Services by such Managers and their respective affiliates, (ii) waive all conflicts of interest related to the Services, whether arising prior to, on or after the date hereof and (iii) release such Managers and their respective affiliates from all claims and causes of action arising out of any such conflict of interest.

Each Manager and the Company acknowledges that any of Managers and their affiliates may act in more than one capacity in relation to this Transaction and may provide debt financing, equity capital or other services (including financing advisory services) to other persons with whom the Company or its affiliates may have conflicting interests in respect of the Acquisition, the Facilities and the Interim Facilities, provided that the other provisions of this paragraph are complied with.

5. Indemnification, Contribution & Settlements.

The Company agrees to indemnify and hold harmless and cause the Issuers to indemnify and hold harmless each Manager and its respective affiliates and its and their

respective directors, officers, employees, agents, advisors and controlling persons (each Manager and each such person being an **Indemnified Party**) from and against any and all losses, claims, damages and liabilities (collectively, **Losses**) whatsoever, joint or several, to which any such Indemnified Party may become subject in connection with any action, claim, investigation, suit or proceeding (each an **Action**) caused by, relating to or arising out of, in each case, (a) any untrue statement or alleged untrue statement of a material fact contained in the Offering Materials or any written information or documents, including, without limitation, any written Information (as defined in the Commitment Letter), furnished or made available, or in any other communication made, by or on behalf of the Company, the Sponsor, the Issuers or any of their respective affiliates, representatives and advisors to any actual or prospective purchaser of Permanent Securities included in any Offering or the omission or the alleged omission to state therein a material fact necessary in order to make the statements therein not misleading, in the light of the circumstances under which they were made or (b) any transaction contemplated hereby relating to the issuance of the Permanent Securities or the appointment of the Managers pursuant to, and the performance by the Managers of the services contemplated by, this Engagement Letter, and the Company will reimburse and cause the Issuers to reimburse any Indemnified Party for all reasonable and documented out-of-pocket expenses (including reasonable fees and disbursements of one counsel for all Indemnified Parties and, solely in the case of an actual or potential conflict of interest, one additional counsel to the affected Indemnified Party and, if reasonably necessary, one local counsel in any relevant jurisdiction) as they are incurred by an Indemnified Party in connection with the investigation thereof, preparation for or defense of any pending or threatened claim or any Action arising therefrom, whether or not such Indemnified Party is a party and whether or not such Action is initiated or brought by or on behalf of the Company, the Sponsor, the Issuers or any of their respective affiliates or by the Managers and any of their respective affiliates. Neither the Company nor any Issuer shall be liable to any Indemnified Party under clauses (a) or (b) of the foregoing indemnification provision for any Loss to the extent that it has resulted from the bad faith, gross negligence or willful misconduct of such Indemnified Party, its affiliates or its or their respective officers, directors, employees, agents and controlling persons (as determined by a court of competent jurisdiction in a final and non-appealable decision). Notwithstanding the foregoing, each Indemnified Party (and its affiliates and controlling persons and any of the officers, directors, employees, agents, advisors and other representatives of any of the foregoing) shall be obligated to refund and return promptly any and all amounts paid by the Company or any Issuer under this Section 5 to such Indemnified Party (or its officers, directors, employees, agents, advisors or other representatives) for any such losses, claims, damages, liabilities and expenses to the extent such Indemnified Party (or its affiliates or controlling persons or any of the officers, directors, employees, agents, advisors or other representatives of any of the foregoing) is not entitled to payment of such amounts in accordance with the terms hereof, as determined by a final judicial or arbitral determination.

The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company, the Sponsor, the Target Group, the Issuers or any of their respective affiliates or their respective security holders related to or arising out of the appointment of any Manager pursuant to, or the performance by any Manager of, the services contemplated by, this Engagement Letter, except to the extent that any Losses are determined by a court of competent jurisdiction in a final and non-appealable decision to have resulted from the willful misconduct, bad faith or gross negligence

of such Indemnified Party. Notwithstanding any other provision of this Engagement Letter to the contrary (but without limiting any indemnification obligations in this Section 5), no party hereto shall be liable to any other party hereto or any other person or entity for any indirect, special, punitive or consequential damages incurred in connection with the Transaction or any other transaction contemplated by this Engagement Letter.

If the indemnification of an Indemnified Party provided for in this Engagement Letter is for any reason held unenforceable or is insufficient to hold it harmless, the Company agrees to contribute and cause the Issuers to contribute to the Losses for which such indemnification is held unenforceable or insufficient in such proportion as is appropriate to reflect the relative benefits to the Company, the applicable Issuer (if not the Company) on the one hand, and the Managers and their respective affiliates, on the other hand, of the proposed placement of the Permanent Securities and the relative fault of the Company and the applicable Issuer (if not the Company), on the one hand, and the Managers and their respective affiliates, on the other hand, as well as any other relevant equitable considerations; *provided, however*, that, to the extent permitted by applicable law, no Indemnified Party shall be responsible for amounts that in the aggregate are in excess of the amount of all fees actually received or receivable by such Indemnified Party from the Company in connection with the engagement provided for herein. Relative benefits to the Company and the applicable Issuer, on the one hand, and to an Indemnified Party, on the other hand, with respect to the engagement provided for herein shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the applicable Issuer in connection with any Permanent Securities, whether or not consummated, bears to (ii) all fees paid or proposed to be paid to such Indemnified Party in connection with such Permanent Securities. Relative fault shall be determined, in the case of Losses arising out of or based on any untrue statement or any alleged untrue statement of a material fact or omission or alleged omission to state a material fact, by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company to the Indemnified Parties and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the U.S. Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The foregoing contribution agreement shall be in addition to any rights that any Indemnified Party may have at common law or otherwise.

The Company agrees to notify the Managers promptly after becoming aware of the assertion against any Manager, or after receipt of notice of the assertion against any other person, of any claim or the commencement of any such Action relating to any transaction contemplated by this Engagement Letter or the Managers' engagement hereunder, and each Manager agrees to notify the Company promptly after receipt of notice of any claim or the commencement of any Action with respect to which an Indemnified Party may be entitled to indemnification hereunder. The failure of any Manager to notify the Company shall not affect any liability of the Company, the applicable Issuer or any other Indemnified Party under this Engagement Letter except to the extent, if any, that such failure materially prejudices the Company or the applicable Issuer. The Company shall be entitled to assume the defense of any such Action, including the employment of counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall have the right to counsel of its own choice to

represent it, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Company has failed promptly to assume the defense and employ counsel reasonably satisfactory to the Indemnified Party in accordance with the preceding sentence or (ii) the Indemnified Party shall have been advised by counsel that there exist actual or potential conflicting interests between the Company and such Indemnified Party, including situations in which one or more legal defenses may be available to such Indemnified Party that are different from or additional to those available to the Company; provided, however, that the Company shall not, in connection with any one such Action or separate but substantially similar Action arising out of the same general allegations be liable for fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties; and such counsel shall, to the extent consistent with its professional responsibilities, cooperate with the Company and any counsel designated by the Company.

Neither the Company nor any Issuer shall be liable for any settlement effected without its prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), but if settled with the Company's or the applicable Issuer's written consent (as applicable) or if there is a judgment by a court of competent jurisdiction in any such Action, the Company agrees to indemnify and hold harmless and cause the applicable Issuer to indemnify and hold harmless each Indemnified Party from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the other provisions of this Section 5.

The Company shall not and shall cause the applicable Issuer not to, without the prior written consent of an Indemnified Party, effect any settlement of any pending or threatened Action in respect of which such Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability on any claims that are the subject matter of such Action, which shall be in a form reasonable to such Indemnified Party and (ii) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of any Indemnified Party.

6. Confidentiality.

This Engagement Letter is delivered to you upon the condition that neither the existence of this Engagement Letter nor any of its contents shall be disclosed by the Managers or any of their respective affiliates, directly or indirectly, to any other person, except that such existence and contents may be disclosed (i) to your respective officers, directors, agents, employees, affiliates, members, partners, stockholders, agents, attorneys, accountants, advisors and actual and potential co-investors directly involved in the consideration of this matter on a confidential basis, (ii) as required by applicable law or compulsory legal process or pursuant to the order of any court or administrative or regulatory agency or by the Takeover Panel or any applicable stock exchange (including pursuant to the provisions of the Takeover Code or any guidance or practice statements issued by the Takeover Panel in connection therewith) or in any pending legal proceeding or administrative proceeding or for purposes of establishing a "due diligence" defense in connection with any proceeding related to an offering of Permanent Securities (in which case you or the Managers (as applicable) agree to inform you or the Managers (as applicable) promptly thereof to the extent lawfully permitted to do so (other than, with respect to disclosure by the Managers, in the case of any

routine regulatory investigation not specifically targeted to you or your subsidiaries)), (iii) to the Managers' affiliates and to its and their respective directors, officers, employees or other firm personnel, partners, legal counsel and accountants, in each case on a confidential and "need-to-know" basis and only in connection with the Transactions, (iv) in any proxy, public filing, information memorandum, prospectus, offering memorandum or offering circular in connection with the Transactions, (v) to any rating agency in connection with the Transactions or an offering of Permanent Securities on a confidential basis (and if by the Managers, with your consent), (vi) to any prospective Manager or prospective equity investor and their respective affiliates involved in the related commitments or (vii) to third parties where to do so would reasonably be necessary in the interests of a resolution of a dispute with that third party relating to, arising out of or in connection with the Offering, in each case on a confidential basis. Notwithstanding any other provision herein, this Engagement Letter does not limit your disclosure of any tax strategies.

For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any person.

7. Termination.

Any Manager's engagement hereunder (i) may be terminated by such Manager as to itself at any time upon 10 business days' written notice to you and (ii) terminates automatically upon the earliest to occur of (a) the Initial Closing Date, if no loans under the Bridge Facilities or Interim Bridge Facilities are funded on the Initial Closing Date, (b) in the event the Transaction is consummated with loans under the Bridge Facilities or the Interim Bridge Facilities, the repayment in full of all such loans under the Bridge Facilities or Interim Bridge Facilities (other than, in the case of loans under the Interim Bridge Facilities, the repayment of such Interim Bridge Facilities with loans under the Bridge Facilities), as applicable, with the proceeds of the issuance of, such Permanent Securities, so long as any Take-Out Fee and any applicable Bridge Fee (as defined in the Fee Letter) then due and payable to the Managers or their affiliates pursuant to this Engagement Letter and under the Fee Letter (as applicable) has been paid in full, (c) the date on which all commitments under the Bridge Facilities (irrespective of whether a Bridge Facilities Agreement has been entered into) are irrevocably cancelled without having been funded upon the occurrence of the events set forth in Clause 19.4 of the Commitment Letter, (d) the payment of the Bridge Conversion Fee (as defined in the Fee Letter) to each Manager, (e) the payment of an Private Credit Compensation Fee pursuant to Section 7 of the Fee Letter, (f) the date on which the Bridge Facilities or Interim Bridge Facilities (other than, in the case of Interim Bridge Facilities, the repayment of Interim Bridge Facilities with loans under the Bridge Facilities) are otherwise repaid or irrevocably cancelled in full (i.e., other than with the proceeds of an issuance of such Permanent Securities), so long as any Deal-Away Fee then due and payable to each Managers pursuant to this Engagement Letter has been paid in full and (g) the expiration or termination of the Commitment Letter prior to the funding of the Interim Bridge Facilities that backstop the Bridge Facilities; *provided that* the Company's termination of the Commitment Letter in respect of one or more Managers or their affiliates (in their capacity as Mandated Lead Arrangers or Underwriters thereunder) pursuant to Clause 19.2 thereof will terminate the Engagement Letter with respect to such Managers or their respective affiliates only. If a

Demand Failure Event occurs in respect of the Bridge Facilities and the Conversion Fee is paid in respect of such Bridge Facility, no further fees will be payable under this Engagement Letter in respect of any Permanent Securities that refinance or replace such Bridge Facility or any Extended Term Loans in respect of such Bridge Facility.

All provisions contained herein relating to the payment of the Take-Out Fee earned and expenses incurred, in each case, prior to termination of this Engagement Letter pursuant hereto, indemnification and contribution, settlements, governing law, confidentiality, submission to jurisdiction and waiver of inconvenient forum and waiver of right to trial by jury will survive any termination unless and until an offering of Permanent Securities is consummated in which case such provisions will be superseded in all respects by the provisions regarding such matters set forth in any Purchase Agreement executed by any Manager and you in connection with an offering of Permanent Securities, other than any and all rights accrued under the indemnity as set forth in Section 5, and any claims with respect thereto shall be made pursuant to the provisions of such agreement. Notwithstanding the above, the confidentiality provisions of this Engagement Letter shall terminate two years from the date of this Engagement Letter.

8. Governing Law, Submission to Jurisdiction, Waiver of Inconvenient Forum & Waiver of Right to Trial by Jury.

This Engagement Letter and any claim arising under or related to this Engagement Letter shall be governed by, and construed in accordance with, the laws of the State of New York.

THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY IN ANY SUIT, ACTION OR PROCEEDING BASED ON OR ARISING UNDER THIS ENGAGEMENT LETTER, AND IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH SUIT, ACTION OR PROCEEDING MAY BE DETERMINED IN ANY SUCH COURT. THE PARTIES HERETO IRREVOCABLY WAIVE ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL ACTION IN ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER LAWFUL MANNER.

EACH MANAGER AND YOU (ON THEIR OR YOUR OWN BEHALF, RESPECTIVELY, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF THEIR OR YOUR AFFILIATES AND THEIR OR YOUR RESPECTIVE SECURITY HOLDERS) WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THE ENGAGEMENT OF SUCH MANAGER PURSUANT TO, OR THE PERFORMANCE BY SUCH MANAGER OF THE SERVICES CONTEMPLATED BY, THIS ENGAGEMENT LETTER.

9. Tombstone Advertisements.

You acknowledge that each Manager may, at its option and its expense and with your prior written consent (not to be unreasonably withheld), place an announcement in such newspapers and periodicals as it may choose, stating that it has acted in the capacities set forth herein in connection with an offering of Permanent Securities.

10. Use of Managers' Names.

You agree that except as required by applicable law, any reference to any Manager or the fees payable to any Manager in any offering memorandum, registration statement or other disclosure document, or in any press release or other document or communication, is subject to prior approval by such Manager, which approval shall not be unreasonably withheld.

11. Judgment Currency.

In respect of any judgment or order given or made for any amount due hereunder that is expressed and paid in a currency (the **Judgment Currency**) other than the currency in which such loss or damage is denominated or in which your obligation is denominated, as the case may be (the **Obligation Currency**), you will indemnify a Manager against any loss incurred by such Manager, as applicable, as a result of any variation as between (i) the rate of exchange at which the Obligation Currency is converted into the Judgment Currency for the purpose of such judgment or order, and (ii) the rate of exchange at which such Manager is able to purchase the Obligation Currency with the amount of the Judgment Currency actually received by such Manager. The foregoing indemnity will constitute your separate and independent obligation and will continue to be in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" will include any premiums and costs of exchange payable in connection with the purchase of or conversion into the Obligation Currency.

12. Acknowledgement and Consent to Bail-In of EEA Financial Institutions.

Notwithstanding any other term of this Engagement Letter or any other agreements, arrangements or understanding between the parties, each party acknowledges and accepts that a BRRD Liability arising under this Engagement Letter may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of any Manager to the Company under this Engagement Letter, that (without limitation) may include and result in any of the following, or some combination thereof:
 - (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;
 - (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the relevant Manager or another person (and the issue to or conferral on the Company of such shares, securities or obligations);

- (iii) the cancellation of the BRRD Liability; and
- (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and
- (b) the variation of the terms of this Engagement Letter, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

For purposes of this Section 12:

Bail-in Legislation means in relation to any member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time.

Bail-in Powers means any write-down and conversion powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation.

BRRD means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

EU Bail-in Legislation Schedule means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com/pages.aspx?p=499>.

BRRD Liability means a liability in respect of which the relevant write-down and conversion powers in the applicable Bail-in Legislation may be exercised.

Relevant Resolution Authority means the resolution authority with the ability to exercise any Bail-in Powers in relation to any Manager.

13. Recognition of U.K. Bail-in Power.

Notwithstanding any other term of this Engagement Letter or any other agreements, arrangements or understanding among the parties, each party acknowledges and accepts that a U.K. Bail-in Liability arising under this Engagement Letter may be subject to the exercise of U.K. Bail-in Powers by the relevant U.K. resolution authority, and acknowledges, accepts and agrees to be bound by:

- (a) the effect of the exercise of U.K. Bail-in Powers by the relevant U.K. resolution authority in relation to any U.K. Bail-in Liability of any Manager to the Company under this Engagement Letter, which (without limitation) may include and result in any of the following, or some combination thereof:
 - (i) the reduction of all, or a portion, of the U.K. Bail-in Liability or outstanding amounts due thereon;
 - (ii) the conversion of all, or a portion, of the U.K. Bail-in Liability into shares, other securities or other obligations of such Manager or another person, and the issue to or conferral on the Company of such shares, securities or obligations;

- (iii) the cancellation of the U.K. Bail-in Liability; and
 - (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and
- (b) the variation of the terms of this Engagement Letter, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of U.K. Bail-in Powers by the relevant U.K. resolution authority.

For the purposes of this Section 13:

U.K. Bail-in Legislation means Part I of the U.K. Banking Act 2009 and any other law or regulation applicable in the U.K. relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

U.K. Bail-in Liability means a liability in respect of which the U.K. Bail-in Powers may be exercised.

U.K. Bail-in Powers means the powers under the U.K. Bail-in Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

14. Miscellaneous.

This Engagement Letter constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof and cannot be waived, amended or otherwise modified except in writing by the parties hereto.

In connection with this engagement, a Manager may delegate all or a portion of the services to be provided hereunder to one or more of its affiliates; provided, however, that no such delegation shall modify or affect the terms hereof, including the Manager's obligations hereunder with respect to the performance of such services.

This Engagement Letter shall not be assignable by any party hereto without the prior written consent of the other parties hereto, and any such attempted assignment shall be void and of no effect; provided that nothing contained in this paragraph shall prohibit (a) any Manager from making an assignment to one or more of its affiliates or sharing any fees, discounts or commissions payable hereunder with their respective affiliates or (b) you from assigning your rights and delegating your obligations hereunder to the applicable Issuer(s) or (subject to completion of 'know your client' procedures required under applicable laws to the

extent necessary) another newly formed shell entity which is and will be controlled by the Sponsor and after giving effect to the Acquisition shall directly or indirectly own the Target Group as the Company or be the successor to the Target Group (an **Acceding Party**) and, upon such assignment and delegation, your obligations hereunder shall cease. Upon so acceding, such Acceding Party will become party to and an addressee of this Engagement Letter, replacing the Company in its entirety, and the term "you" or "your" where used in this Engagement Letter shall mean such Acceding Party.

If any term, provision, covenant or restriction in this Engagement Letter is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. You and the Managers shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

As used in this Engagement Letter, the term "affiliate" means, with respect to a specified person, any other person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person, and the term "control" (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Engagement Letter and the other Mandate Documents, Jefferies GmbH and its affiliates shall be deemed to be affiliates of Jefferies Finance LLC and its affiliates.

Each party represents, warrants and undertakes that it will not issue, without the prior consent of each of the other parties hereto, any press or other public announcement referring to the proposed offering of Permanent Securities, provided that any such announcement shall include adequate public disclosure of any stabilizing activity in relation to the issue of the Permanent Securities and the information required by Regulation (EU) No 596/2014 (as it forms part of retained EU law by virtue of the European Union (Withdrawal) Act 2018, "UK MAR"), Commission Delegated Regulation (EU) 2016/1052 (as it forms part of retained EU law) and any applicable FCA rules relating to stabilization.

You acknowledge that any services provided by the Managers in connection with this Engagement Letter do not constitute "investment advice" as defined in Paragraph 1(4) of Article 4 of the Markets in Financial Instruments Directive (2014/65/EU) (MiFID II).

This Engagement Letter may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. This Engagement Letter may be delivered by facsimile, electronic mail (including pdf) or any electronic means. Any counterpart so delivered and executed in compliance with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Engagement Letter.

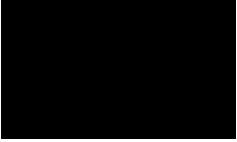
You shall appoint an agent for service of process in the County of New York (the ***Process Agent***) for purpose of the submission to jurisdiction as set forth in Section 8 above within 30 business days of your countersignature of this Engagement Letter if so requested by the Managers. You agree that service of any process, summons, notice or document by registered mail addressed to the Process Agent shall be effective service of process against you for any suit, action or proceeding relating to any such dispute.

Section headings herein are for convenience only and are not a part of this Engagement Letter.

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to the Managers duplicate copies of this Engagement Letter enclosed herewith. We look forward to the successful conclusion of the transactions contemplated by this Engagement Letter.

[Signature Page Follows]

Barclays Bank PLC

By: 

Name: 

Title: 

Crédit Agricole Corporate and Investment Bank

By:



.....

Name:



Title:



By:



.....

Name:



Title:



Deutsche Bank AG, London Branch

By:

Name:

Title:

By:

Name:

Title:

Morgan Stanley & Co. International plc

By: 

Name: 

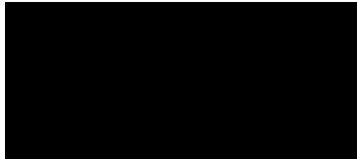
Title: 

Banco Bilbao Vizcaya Argentaria, S.A., London Branch

By: 

Name: 

Title: 

By: 

Name: 

Title: 

Bank of China Limited, London Branch

By:

[Redacted]

Name:

[Redacted]

Title:

[Redacted]

By:

[Redacted]

Name:

[Redacted]

Title:

[Redacted]

BofA Securities Europe SA



By:
.....

Name: [Redacted]

Title: [Redacted]

BNP Paribas

By: . 

Name: 

Title: 

By: 

Name: 

Title: 

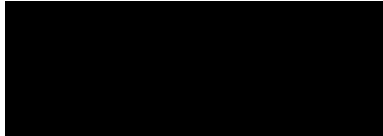
Citigroup Global Markets Europe AG



By:

Name: [Redacted]

Title: [Redacted]



By:

Name: [Redacted]

Title: [Redacted]

Citigroup Global Markets Inc.



By:
.....

Name: 

Title: 

HSBC Bank plc

By:

Name:

Title:

ING Bank N.V., London Branch

By:



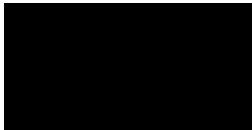
Name:



Title:



By:



Name:



Title:



Jefferies GmbH



By:

Name: [Redacted]

Title: [Redacted]



By:

Name: [Redacted]

Title: [Redacted]

Mizuho Bank Europe N.V.



By:

Name: 

Title: 

MUFG Securities EMEA plc

By:

Name:

Title:



NatWest Markets plc

By:



.....

Name:



Title:



SMBC Bank International plc



By:

Name: [Redacted]

Title: [Redacted]



By:

Name: [Redacted]

Title: [Redacted]

Standard Chartered Bank



By:

Name: [Redacted]

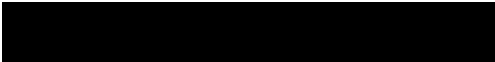
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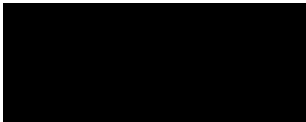
Accepted and agreed to on: 31 July 2026

ISOTOPE FINCO S.À R.L.)
(formerly Galileo Lux HoldCo S.à r.l.))

By: 

Name: 

Title: 

By: 

Name: 

Title: 