

ARCMONT ASSET MANAGEMENT LIMITED
11-13, Boulevard de la Foire
L-1528 Luxembourg

CONFIDENTIAL

Leopard UK Bidco Limited
23 Savile Row, Floor 4
London W1S 2ET, England
Attention: [REDACTED]

December 4, 2024

Side Letter

Ladies and Gentlemen:

Reference is made to the Commitment Letter dated the date hereof (including the exhibits and other attachments thereto, the “*Commitment Letter*”) among the Commitment Parties (as defined therein) and you regarding the Transactions described therein. Capitalized terms used but not otherwise defined herein are used with the meanings assigned to such terms in the Commitment Letter.

Consent to Sharing Confidential Information

You hereby consent to any Arcmont Entity (as defined below) disclosing all confidential information received by such Arcmont Entity in connection with the transactions contemplated by the Commitment Letter and the Senior Secured Credit Facilities to any actual investor in, or co-investor with, any Arcmont Entity or any Approved Fund (as defined in the Precedent Credit Agreement) of any Arcmont Entity and any Related Parties (as defined in the Precedent Credit Agreement) of any of the foregoing; *provided* that prior to any such disclosure, such Arcmont Entity has made such actual investor or co-investor aware of the confidential nature of such information. For purposes of the foregoing consent, “*Arcmont Entity*” means any fund or account managed or advised by Arcmont Asset Management Limited.

This Side Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

THIS SIDE LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SIDE LETTER AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS SIDE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City in the Borough of Manhattan, and any appellate court from any thereof,

in any action or proceeding arising out of or relating to this Side Letter or the transactions contemplated hereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Side Letter or the transactions contemplated hereby in any such New York State court or in any such Federal court and (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each of the parties hereto agrees to commence any such action, suit, proceeding or claim only in the United States District Court for the Southern District of New York or in the Supreme Court of the State of New York, New York County located in the Borough of Manhattan.

This Side Letter is intended solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights of, any person, other than the parties hereto. This Side Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Side Letter by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif” file) shall be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words “execution,” “execute,” “executed,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

Arcmont agrees that this Side Letter and its contents are subject to the confidentiality provisions set forth in the Commitment Letter.

[Remainder of this page intentionally left blank]

ARCMONT ASSET MANAGEMENT LIMITED
acting as agent or attorney for and on behalf of certain
funds and/or accounts under management

By: _____



Name: _____

Title: _____

Accepted and agreed to as of
the date first above written:

LEOPARD UK BIDCO LIMITED

By: _____
Name: _____
Title: _____