

To: Freya Bidco Limited (the “Company” or “you”)
Attn: the Directors

Date: 2 June 2023

PROJECT DIANA – CONDITIONS PRECEDENT CONFIRMATION LETTER

Dear all

1. We refer to paragraph (e) of clause 4.1 (*Conditions Precedent*) and Schedule 1 (*Conditions Precedent to first Advance*) (the “**CP Schedule**”) of the interim loan agreement dated on or around the date hereof between, amongst others, the Company, the Parent, the Original Lenders, the Agent (“we”, “us” or “our”) and the Security Agent (all terms as defined therein) (the “**ILA**”). Capitalised terms not otherwise defined in this letter have the meaning given to them in the ILA.
2. We confirm (in our capacity as Agent under the ILA) that we have received all documents and other evidence set out in the CP Schedule in form and substance satisfactory to us, other than under:
 - (a) paragraphs 4.1 and 4.2 of the CP Schedule, which we confirm are in agreed form and on receipt by us of a pdf copy of such document(s) or evidence that such document(s) have been executed by the Company or Parent (as applicable), the relevant condition precedent will have been satisfied for all purposes under the ILA;
 - (b) paragraph 5.5 of the CP Schedule, which we confirm will be satisfied when the Rule 2.7 Announcement (as applicable) is delivered to us in the form of the draft delivered to us as set forth in paragraph 5 of the Commitment Letter with such amendments as do not materially and adversely affect the interests of the Lenders (unless otherwise approved by us, acting reasonably) or as otherwise specified in paragraph 5 of the Commitment Letter;
 - (c) paragraph 5.6 of the CP Schedule, which we confirm is to be provided to us for information purposes only and without any right of approval for the Finance Parties; and
 - (d) paragraph 5.8 of the CP Schedule, which we confirm will be satisfied by reference to the payment of such fees in the Funds Flow Memorandum and/or the issuance of appropriate utilisation requests.
3. The outstanding conditions precedent referred to in paragraph 2 above are customarily (or can only be) delivered or satisfied on the Initial Closing Date. To our knowledge, such outstanding conditions precedent are within the control of the Company and the Investors or are otherwise standard in the European leveraged finance market, and we have no reason to believe that they will not be satisfied on (or before) the Initial Closing Date.
4. We confirm, in our capacity as Agent, that the confirmation set out in paragraph 2 above with respect to any condition precedent referred to therein (the “**Relevant Condition Precedent**”) will apply *mutatis mutandis* to any condition precedent to be set out in the Senior Facilities Agreement which is the same as or similar to the Relevant Condition Precedent (and, in the case of the documents referred to in the conditions precedent set out in paragraphs 1.2, 1.3, 1.4, 1.5, 2.2, 3, 4.1 and 4.2 of the CP Schedule, to the extent such documents are delivered in a form substantially consistent with those delivered under the ILA).

5. This letter is given for the sole benefit of the addressees of this letter and may not be disclosed to, or relied upon by, any other person or be quoted or made public in any way without our prior written consent, except that it may be disclosed: (a) as required by the Takeover Code, the Takeover Panel, the Court or any other applicable law or regulation or as requested by any regulator or in connection with any actual or potential claim or dispute to which you are party including in connection with judicial or arbitral proceedings; and (b) to the Vendors and/or the Target and/or the Financial Advisers and their respective advisers, in all cases on a “need to know” and non-reliance basis in connection with the Acquisition and its financing and on the condition that they agree to keep such letter and its terms confidential.
6. A person who is not an addressee to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this letter.
7. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to any non-contractual obligation arising out of or in connection with this letter).

Yours faithfully,

For and on behalf of:

WILMINGTON TRUST (LONDON) LIMITED

as Agent

REDACTED

Name: **REDACTED**

Title: **Vice President**