
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the month of December 2025
Commission File Number 001-42254**

Rezolve AI plc

(Translation of registrant's name into English)

**21 Sackville Street,
London, W1S 3DN
United Kingdom**
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

EXPLANATORY NOTE

CrownPeak Acquisition

On December 1, 2025, Rezolve AI plc (the “Company”) announced the acquisition (the “CrownPeak Acquisition”) of the issued share capital of CrownPeak Intermediate Holdings, Inc., a Delaware corporation (the “CrownPeak”), pursuant to a sale and purchase agreement (the “Purchase Agreement”) with CrownPeak Technology Holdings, Inc, a Delaware corporation (the “Seller”) is closing subject to completion of customary closing conditions (which is expected to occur on or about the next 24 to 48 hours). The Purchase Agreement contains customary representations, warranties, covenants and deliverables for closing.

The initial purchase price for the CrownPeak Acquisition was \$90.0 million, subject to certain adjustments as described in the Purchase Agreement. The consideration under the Purchase Agreement is composed of the following to be issued by the Company to the Seller: (i) a promissory note in the initial principal amount of \$50,000,000, made up of a \$20,000,000 tranche (the “First Loan Note”) and a \$30,000,000 tranche (the “Second Loan Note” and together with the First Loan Note, the “Loan Notes”); and (ii) 11,127,780 ordinary shares, nominal value £0.0001 per share (“Ordinary Shares”), of the Company (such shares issued as consideration, the “Consideration Shares”), or approximately \$33.7 million in Ordinary Shares based on the 5-day VWAP for the Ordinary Shares.

The Loan Notes will accrue interest at a rate of 10% per annum and are payable in kind or in cash. The First Loan Note matures on April 1, 2027 and the Second Loan Note matures on December 31, 2027. Additionally, as described in more detail below in this Form 6-K under the caption “—Agreements with Monroe Capital Advisors, LLC,” the Company assumed approximately \$151.9 million of the aggregate principal amount of outstanding term loans and revolving loans and approximately \$1.8 million of accrued and unpaid exit and amendment fees, of which, \$50.0 million was paid by the Company at the closing.

The Consideration Shares to be issued to the Seller under the Purchase Agreement have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), and will be issued in reliance on the exemption from the registration requirements thereof provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder as a transaction by an issuer not involving a public offering.

Registration Rights Agreement

Concurrently with the Purchase Agreement, on December 1, 2025, the Company and the Seller entered into a Registration Rights Agreement (the “Registration Rights Agreement”) pursuant to which the Company agreed to file a registration statement (the “Initial Registration Statement”) providing for the resale of the Consideration Shares within 30 days of the closing, to have such registration statement declared effective within 45 days of the filing date (or 75 days, if the U.S. Securities and Exchange Commission (the “SEC”) conducts a review), and to maintain the effectiveness of such registration statement.

The description of each of the Purchase Agreement, the Loan Notes and the Registration Rights Agreement and the transactions contemplated thereby are not complete and are subject to, and qualified in their entirety by reference to, the actual agreement, a copy of which is furnished as Exhibits 10.1, 10.2, 10.3 and 10.4 to this Report on Form 6-K and is incorporated by reference herein. The Purchase Agreement has been attached to provide investors with information regarding its terms. It is not intended to provide any other factual information about the Company or CrownPeak. In particular, the assertions embodied in the representations and warranties in the Purchase Agreement were made as of the date of the Purchase Agreement or other specified date, were made for purposes of the contract among the respective parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating the Purchase Agreement, may be subject to a contractual standard of materiality different from what might be viewed as material to investors, or may have been used for the purpose of allocating risk between the parties. Accordingly, the representations and warranties in the Purchase Agreement are not necessarily characterizations of the actual state of facts about the Company or CrownPeak at the time they were made or otherwise and should only be read in conjunction with the other information that the Company makes publicly available in reports, statements and other documents filed with the SEC. In addition, the representations, warranties, covenants and agreements and other terms of the Purchase Agreement may be subject to subsequent waiver or modification. Moreover, information concerning the subject matter of the representations and

warranties and other terms may change after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures.

On December 1, 2025, the Company issued a press release announcing the CrownPeak Acquisition. A copy of the press release is furnished as Exhibit 99.1 to this Report on Form 6-K and is incorporated herein by reference.

Agreements with Monroe Capital Management Advisors, LLC

In connection with the CrownPeak Acquisition, on December 1, 2025, CrownPeak, Crownpeak Technology, Inc. and Evidon, Inc. (together, the "Borrowers") entered into an amended and restated credit agreement (the "A&R Credit Agreement") with the lenders party thereto and Monroe Capital Management Advisors, LLC, as administrative and collateral agent (in such capacity, the "Administrative Agent"), which amended and restated in its entirety that certain credit agreement, dated as of February 28, 2019. In connection with the A&R Credit Agreement and as part of the financing arrangements for the CrownPeak Acquisition, the Company, as the parent of CrownPeak, entered into (a) a joinder agreement to the General Continuing Guaranty, dated as of September 27, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty") (the "Guaranty Agreement"), in favor of the Administrative Agent for the benefit of the secured parties, pursuant to which the Borrowers' obligations under the A&R Credit Agreement are guaranteed by the Company, and (b) a parent equity pledge agreement (the "Parent Pledge Agreement") in favor of the Administrative Agent for the benefit of the secured parties.

Under the A&R Credit Agreement, the Borrowers' prior credit agreement was amended and restated in full as of the restatement date (the "Restatement Date"). In connection with the CrownPeak Acquisition, (i) \$42,438,144.32 of the outstanding term loans and \$7,500,000.00 of revolving loans were repaid in full together with accrued interest and fees, (ii) all revolving commitments were terminated, and (iii) accrued exit and amendment fees were paid. After giving effect to these transactions, the remaining outstanding term loans under the prior facility continued as term loans under the A&R Credit Agreement (the "Term Loans") and constitute obligations thereunder.

The Term Loans mature on December 31, 2026. Amounts outstanding under the A&R Credit Agreement bear interest, at the Borrowers' option, at a rate per annum equal to (i) Term SOFR (as defined in the A&R Credit Agreement) plus an applicable margin of 5.50% per annum or (ii) a base rate plus an applicable margin of 4.50% per annum, in each case as set forth in the A&R Credit Agreement. Following certain specified events of default, default interest of an additional 2.00% per annum applies to the applicable interest rate. The A&R Credit Agreement permits voluntary prepayments of the Term Loans, subject to customary notice requirements and payment of accrued interest and any applicable breakage or similar amounts. The A&R Credit Agreement also requires mandatory prepayments with the net cash proceeds of certain asset sales, casualty events and other specified dispositions, subject to customary reinvestment rights and a lender "declined amounts" mechanism.

The A&R Credit Agreement contains customary representations and warranties, affirmative and negative covenants, financial covenants, conditions to borrowings, events of default and other terms for facilities of this type. Affirmative covenants include, among others, delivery of financial statements and other reporting, maintenance of insurance, preservation of existence, compliance with laws (including sanctions, anti-corruption and anti-money laundering laws), and further assurances to maintain perfected security interests. Negative covenants include limitations on additional indebtedness and liens, fundamental changes, asset sales, investments, affiliate transactions, prepayments of subordinated or junior indebtedness and restricted payments, in each case subject to specified exceptions and baskets. The A&R Credit Agreement includes financial maintenance covenants, including (i) a maximum consolidated leverage ratio for CrownPeak and its subsidiaries, tested quarterly, and (ii) a requirement that the Company maintain minimum liquidity of at least \$10,000,000 at all times. The A&R Credit Agreement provides an equity cure right permitting specified equity contributions to cure non-compliance with the financial maintenance covenants, subject to customary limitations and conditions.

The Borrowers' obligations under the A&R Credit Agreement are guaranteed and secured on a first-priority basis by substantially all assets of CrownPeak and each applicable subsidiary loan party, subject to customary exclusions and agreed security principles for foreign law collateral. In connection with the Restatement Date and the CrownPeak Acquisition, the Company executed the Parent Pledge Agreement, pursuant to which the Company granted the Administrative Agent, for the benefit of the secured parties, a continuing first-priority security interest in 100% of the equity interests of CrownPeak and related rights and proceeds (the "Pledged Collateral") to secure the obligations under the A&R Credit Agreement and related loan documents. The Parent Pledge Agreement includes customary representations, warranties and covenants, including agreements to deliver certificated equity interests and to provide further assurances to perfect and protect the pledged security interest. Prior to an event of default, the Company generally retains voting rights with respect to the pledged equity interests and may receive dividends and other distributions, subject to the A&R Credit Agreement. Upon and during the continuance of an event of default, the Administrative Agent is entitled to exercise all rights and remedies with respect to the Pledged

Collateral, including the right to sell or otherwise realize on the Pledged Collateral, apply proceeds to the secured obligations in such order as the Administrative Agent may determine, and exercise other rights available under applicable law and the loan documents. The Parent Pledge Agreement provides customary waivers (including no marshaling) and indemnities in favor of the Administrative Agent and is governed by New York law.

The A&R Credit Agreement includes customary events of default, including, among others, non-payment, breaches of representations or covenants (with customary notice and cure periods, where applicable), cross-defaults to material indebtedness, certain bankruptcy or insolvency events, material judgments, invalidity of guarantees or security documents and change of control. Following an event of default, the Administrative Agent may, and at the direction of the required lenders shall, exercise remedies, including acceleration of the obligations, termination of any remaining commitments and enforcement against the collateral.

The A&R Credit Agreement became effective on the Restatement Date upon satisfaction of customary conditions precedent, including execution of the loan documents, delivery of legal opinions, evidence of consummation of the CrownPeak Acquisition, repayment and termination of the prior revolving facility and payment of accrued fees and expenses. The A&R Credit Agreement also includes certain post-closing undertakings, including the delivery, within a specified period after the Restatement Date, of additional security documents with respect to certain foreign subsidiaries and related legal opinions, in each case subject to agreed security principles and guarantee limitations.

The foregoing summary of the A&R Credit Agreement and the Parent Pledge Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such agreements.

Controlled Equity OfferingSM Sales Agreement

On November 28, 2025, the Company entered into a Controlled Equity OfferingSM Sales Agreement (the “Sales Agreement”) with Cantor Fitzgerald & Co., Roth Capital Partners, LLC, Northland Securities, Inc., Maxim Group LLC and A.G.P./Alliance Global Partners (each, a “Sales Agent” and collectively, the “Sales Agents”). Under the Sales Agreement, the Company may, from time to time, offer and sell Ordinary Shares having an aggregate amount of up to 48,034,860 Ordinary Shares (the “ATM Shares”), through or to one or more of the Sales Agents, acting as sales agent or principal.

Any potential sale of the ATM Shares will be made pursuant to the Company’s shelf registration statement on Form F-3 (File No. 333-291842) filed with the SEC on November 28, 2025 (the “Registration Statement”), including a base prospectus, and a prospectus dated November 28, 2025 relating to the offer and sale of the ATM Shares under the Sales Agreement (the “ATM Prospectus”). The Registration Statement and ATM Prospectus have been filed with the SEC but are not yet effective, and no offers or sales of the ATM Shares may be made prior to the effectiveness of the Registration Statement.

If the Company elects from time to time to sell ATM Shares under the ATM Prospectus, such sales may be made by any method permitted by law deemed to be “at the market offerings” as defined in Rule 415(a)(4) under the Securities Act or in negotiated transactions, which may include block trades, at market prices prevailing at the time of sale, at prices related to prevailing market prices or at negotiated prices. The Sales Agents have agreed to use commercially reasonable efforts consistent with their normal trading and sales practices to sell the ATM Shares pursuant to the Sales Agreement from time to time, based upon instructions from the Company, including any price or size limits or other customary parameters or conditions the Company may impose.

The Company is not obligated to sell any ATM Shares under the Sales Agreement. The Sales Agreement will terminate upon the earliest of (a) the sale of all of the ATM Shares and (b) the termination of the Sales Agreement by the Sales Agents or the Company, as permitted therein.

The Company has agreed to pay the Sales Agents an aggregate commission of up to 3.0% of the gross sales price from each sale of ATM Shares pursuant to the Sales Agreement and has agreed to customary indemnification and contribution rights in favor of the Sales Agents.

Additionally, the Company has agreed to reimburse the Sales Agents for certain specified expenses in connection with entering into the Sales Agreement and ongoing sales thereunder. The Sales Agreement contains customary representations and warranties and conditions to the sale of the ATM Shares thereunder.

The foregoing description of the Sales Agreement is qualified in its entirety by reference to the Sales Agreement, which is filed as Exhibit 10.7 to this Report on Form 6-K and incorporated herein by reference.

Other than the press release included as Exhibit 99.1 to this Report (which is furnished and not filed), the information included in this Report on Form 6-K (including Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5) is hereby incorporated by reference into the Company’s Registration Statements on Forms F-3 (File No. 333-290523, File No. 333-290639 and File No.

333-291842) (including any prospectuses forming a part of such registration statements) and to be a part thereof from the date on which this Report on Form 6-K is filed, to the extent not superseded by documents or reports subsequently filed or furnished.

<u>Exhibit No.</u>	<u>Description</u>
10.1†	<u>Sale and Purchase Agreement, dated December 1, 2025, by and between Rezolve AI plc and CrownPeak Technology Holdings, Inc.</u>
10.2+	<u>Secured Promissory Note, dated December 1, 2025, by and between Rezolve AI plc and CrownPeak Technology Holdings, Inc.</u>
10.3+	<u>Registration Rights Agreement, dated December 1, 2025 by and between Rezolve AI plc and CrownPeak Technology Holdings, Inc.</u>
10.4+	<u>Amended and Restated Credit Agreement, dated December 1, 2025, by and among CrownPeak Intermediate Holdings, Inc., CrownPeak Technology Holdings, Inc., Evidon, Inc., the lenders party thereto, and Monroe Capital Management Advisors, LLC, as administrative and collateral agent.</u>
10.5+	<u>Parent Equity Pledge Agreement, dated December 1, 2025, by and between Rezolve AI plc and Monroe Capital Management Advisors, LLC, as administrative and collateral agent.</u>
10.6+	<u>Sales Agreement, dated November 28, 2025, by and among Rezolve AI plc and Cantor Fitzgerald & Co., Roth Capital Partners, LLC, Northland Securities, Inc., Maxim Group LLC and A.G.P./Alliance Global Partners (incorporated by reference to Exhibit 10.28 of the Company's Registration Statement on Form F-3 (File No. 333-291842) filed with the SEC on November 28, 2025).</u>
99.1	<u>Press Release dated December 1, 2025.</u>

† Certain of the exhibits and schedules to this exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The Registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the SEC upon its request.

± Certain identified information has been excluded from the exhibit pursuant to Item 601(a)(6) and/or Item 601(b)(10)(iv) of Regulation S-K.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: December 1, 2025

By: /s/ Daniel Wagner

Name: Daniel Wagner

Title: Chief Executive Officer and Chairman

DATED

1 December 2025

SALE AND PURCHASE AGREEMENT
relating to
the entire issued share capital of
CrownPeak Intermediate Holdings, Inc.

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www.taylorwessing.com

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. [***] INDICATES THAT INFORMATION HAS BEEN REDACTED.

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1. Disclosure Letter (including the index of the Data Room)
 2. Loan Note Instruments
 3. Intercreditor Agreement
 4. Principal Loan Amended and Restated Credit Agreement
 5. The prepayment notice relating to the Principal Loan Partial Repayment
 6. Registration Rights Agreement
 7. W&I Insurance Policy (to be in agreed form following Completion, in accordance with clause 22.4)
 8. Buyer's Press Release
 9. Completion Accounts Spreadsheet
 10. Director and officer resignation letters
-

THIS AGREEMENT is made on 1 December 2025

BETWEEN

- (1) **CrownPeak Technology Holdings, Inc.** incorporated in Delaware, whose registered office is at 1209 Orange Street, City of Wilmington, County of New Castle, Delaware, United States of America (the "**Seller**"); and
- (2) **Rezolve Ai plc** incorporated and registered in England with company number 14573691, whose registered office is at 21 Sackville Street, London, England, W1S 3DN (the "**Buyer**").

INTRODUCTION

- (A) The Company is a corporation incorporated and registered in the state of Delaware, United States, further details of which are set out in schedule 1.
- (B) The Company has a total issued share capital of 100 shares of common stock, with a par value of \$0.001 per share (together, the "**Sale Shares**").
- (C) The Seller has agreed to sell the Sale Shares, which constitute the entire issued share capital of the Company, to the Buyer, and the Buyer has agreed to acquire the Sale Shares from the Seller, in each case on and subject to the terms and conditions of this agreement.

AGREED TERMS

1. Definitions and interpretation

1.1 In this agreement, the following words, expressions and abbreviations have the following meanings:

"**Accounts**" means the audited consolidated financial statements of the Company for the financial year ended on the Accounts Date including the auditors' report thereon, the consolidated balance sheets as at the Accounts Date, the consolidated statements of operations and comprehensive loss, consolidated statements of cash flows and the statements of stockholders' (deficit) equity for the financial year ended on the Accounts Date and the notes to them;

"**Accounts Date**" means 31 January 2025;

"**Accounting Standards**" means in relation to the Accounts and the Prior Accounts, the accounting requirements of Applicable Law and accounting standards including US GAAP;

"**Advisers**" in relation to a person means legal, accounting, financial, tax or other advisers advising that person or an operating partner to that person, including (unless the context requires otherwise) partners or members in or directors of (as the case may be) such advisers and employees of such advisers;

"**Affiliate**" means in relation to a person, each other person that is, directly or indirectly, Controlling, Controlled by or under common Control with that person, provided that save as otherwise expressly stated in this agreement: (a) neither the Seller nor any member of the Group shall be deemed to be an Affiliate of any Wider K1 Person; (b) no Wider K1 Person shall be deemed to be an Affiliate of the Seller or any member of the Group; and

(c) with effect from Completion, no member of the Group shall be regarded as an Affiliate of the Seller or its other Affiliates for any such purpose;

"Anti-corruption Laws" means all Applicable Laws relating to anti-bribery and/or anti-corruption, and/or enacted to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (including the U.S. Foreign Corrupt Practices Act of 1977, as amended from time to time, and the UK Bribery Act 2010);

[***];

[***];

"Applicable Law" means any law (including common law or other binding law), statute, subordinate legislation, regulation, code, ordinance, rule, judgment, order, decree or directive or any determination by or requirement of a Competent Authority or interpretation of any of the foregoing by a Competent Authority;

"Approval" means an approval, permit, authority, consent or licence;

"Applicable Tax Proceeding" has the meaning given to it in clause 10.8(a);

"Articles" means the articles of association of the Buyer;

"Associate" means:

(a) in relation to the Buyer, any Affiliate of the Buyer;

(b) in relation to the Seller, any Affiliate of the Seller,

and provided that in no case shall any Group Company be treated with effect from Completion as an Associate of the Seller or of the Seller's other Associates (including any Wider K1 Person);

"Associated Person" means, in relation to a person, a person (including any employee, agent or subsidiary) who performs (or has performed) services for or on behalf of that person;

"Board" means the board of directors of the Company from time to time;

"Business" or **"Prohibited Business"** means the business of the Group carried on as at the date of this agreement, including the design, development, provision and sale of technology using artificial intelligence solutions which power merchandising, e-commerce, search and content creation and management solutions;

"Business Day" means a day (excluding Saturdays, Sundays, bank holidays and public holidays) on which commercial banks are open in New York, United States of America and London, England for the transaction of normal banking business;

"Business Warranties" means each of the warranties contained at part 2 of schedule 2, and **"Business Warranty"** means each one of them individually;

"Buyer Warranties" means each of the warranties contained at clause 7.1 and part 4 of schedule 2, and **"Buyer Warranty"** means each one of them individually;

"Buyer's Group" means the Buyer and each of its Affiliates (but shall, prior to Completion, exclude the Group Companies unless otherwise specified in this agreement);

"Buyer's Lawyers" means Taylor Wessing LLP of 5 New Street Square, London EC4A 3TW;

"Buyer's Press Release" means an announcement in relation to Completion of the Transaction, in the agreed form;

"Bylaws" means the bylaws and other constitutional documents of the Company from time to time;

"Cash and Cash Equivalents" means:

- (a) cash in hand, cash credited to any account with a financial institution and any interest on it, securities with a maturity of three months or less which are readily convertible into cash (including interest receivable and net of any deductions that would arise were such securities to be converted into cash as at the Reference Time), cash in transit, and the sums receivable under cheques, other bills of exchange or methods of payment received by any Group Company (not being post dated but being settled on first presentation) and not cleared,

LESS

- (b) the sums payable under cheques, other bills of exchange or methods of payment drawn by any Group Company and not cashed,

which will be a positive amount;

[***];

[***];

"Claim" means a claim against the Seller for a breach under or pursuant to or in connection with this Agreement or any Transaction Document or any Indemnity Claim;

"Companies Act" means the Companies Act 2006;

"Company" means Crownpeak Intermediate Holdings, Inc., a corporation incorporated and registered in the state of Delaware, United States with registered number 5863376 and whose registered address is at 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801;

"Company Defined Contribution Plan" has the meaning given to it in paragraph 12.6(b) of Part 2 of schedule 2;

"Competent Authority" means any national, state or local governmental authority, any governmental, quasi-governmental, judicial, public or administrative agency, authority or body, any court of competent jurisdiction, any Recognised Investment Exchange, any body regulating takeovers, the Securities Exchange Commission (or any other conduct regulator of financial services firms and/or financial markets) and any local, national or supranational agency, official or public or statutory person (whether autonomous or not) acting within their powers and having jurisdiction over this agreement or any of the parties;

"Competition Authority" means any Competent Authority having jurisdiction in competition, anti-trust, merger control, regulatory, monopoly, fair trading, or similar matters;

"Completion" means completion of the sale and purchase of the Sale Shares in accordance with this agreement;

"Completion Accounts" means the statements of the Completion Working Capital, the Completion Working Capital Adjustment Amount, Completion Accounts Cash, the Completion Accounts Cash Adjustment Amount, Completion Indebtedness and the Transaction Expenses, prepared in accordance with clause 4 and the requirements set out in schedule 6 and the Completion Accounts Spreadsheet;

"Completion Accounts Cash" means the Cash and Cash Equivalents of the Group Companies at the Reference Time, provided that:

- (a) any item included in Completion Accounts Cash shall not be included in Completion Working Capital; and
- (b) any item in Completion Working Capital shall not be included in Completion Accounts Cash.

"Completion Accounts Cash Adjustment Amount" means the amount that is equal to the sum of the Completion Accounts Cash *LESS* the Completion Cash Target (which may be a positive or negative number or zero, provided that if such sum is an amount which is a positive number or zero the Completion Accounts Cash Adjustment Amount shall be zero), and prepared and calculated in accordance with schedule 6 and the Completion Accounts Spreadsheet and as finally agreed or determined in accordance with this agreement;

"Completion Accounts Dispute" has the meaning given to it in clause 4.5;

"Completion Accounts Spreadsheet" means the pro forma spreadsheet in Part 2 of schedule 6 relating to the Completion Working Capital, the Completion Working Capital Adjustment Amount, Completion Accounts Cash, the Completion Accounts Cash Adjustment Amount, Completion Indebtedness or the Transaction Expenses;

"Completion Date" means the date on which Completion occurs;

"Completion Cash Target" means \$3,800,000;

"Completion Indebtedness" means the Indebtedness of the Group Companies at Completion, provided that:

- (a) any item included in Completion Indebtedness shall not be included in Completion Working Capital or Transaction Expenses; and
- (b) any item included in Completion Working Capital or Transaction Expenses shall not be included in Completion Indebtedness,

and prepared and calculated in accordance with schedule 6 and the Completion Accounts Spreadsheet and as finally agreed or determined in accordance with this agreement;

"Completion Payment" has the meaning given to it in clause 3.2;

"Completion Working Capital" means the aggregate working capital of the Group Companies at the Reference Time, being:

- (a) accounts receivable;
- (b) current period non-Income Tax assets; and
- (c) other current assets,

LESS

- (d) accounts payable;
- (e) accrued expenses;
- (f) VAT payable;
- (g) accrued compensation;
- (h) deferred revenue; and
- (i) current period non-Income Tax liabilities,

and prepared and calculated in accordance with schedule 6 and the Completion Accounts Spreadsheet and as finally agreed or determined in accordance with this agreement;

"Completion Working Capital Adjustment Amount" means the amount that is equal to the sum of the Completion Working Capital LESS the Completion Working Capital Target (which may be a positive or negative number or zero), provided that:

- (a) if the amount of such sum is greater than \$1,000,000, the Completion Working Capital Adjustment Amount shall be the amount that exceeds \$1,000,000;
- (b) if the amount of such sum is a negative number that is a more negative number than negative \$1,000,000, the Completion Working Capital Adjustment Amount shall be the more negative amount that exceeds negative \$1,000,000; and
- (c) if the amount of such sum is less than or equal to \$1,000,000, zero or a negative number than is less negative than or equal to negative \$1,000,000, the Completion Working Capital Adjustment Amount shall be zero.

"Completion Working Capital Target" means negative \$22,793,961;

"Computer Contracts" means all material agreements, contracts, permissions, undertakings, arrangements and understandings under which any third party (including the Seller or any of its Affiliates (other than any Group Company) and any source code deposit agent) provides any element of, or services relating to, the Computer Systems, including leasing, hire purchase, hosting, support, maintenance, disaster recovery and other services;

"Computer System" means all computer hardware (including virtual hardware), software (including source code and object code), firmware, databases, data sets, websites, mobile applications, cloud-based computing services (including software-as-a-service, platform-as-a-service and infrastructure-as-a-service), network and communications equipment and services, computer peripherals and/or accessories, all updates and upgrades to any of the foregoing, all data stored in or processed by any of the foregoing, and all technical and operational manuals, guides and other documentation associated with any of the foregoing, that are owned, used, leased or licensed by or to any Group Company;

"Connected Person" means, in relation to a person, another person connected with that person within the meaning of section 1122 and 1123 of the Corporation Tax Act 2010, provided that save as otherwise expressly stated in this agreement: (a) neither the Seller nor any member of the Group shall be deemed to be a Connected Person of any Wider K1 Person; (b) no Wider K1 Person shall be deemed to be a Connected Person of the Seller or any member of the Group; and (c) with effect from Completion, no member of

the Group shall be regarded as connected with the Seller or its other Connected Persons for any such purpose;

"Consideration Shares" means ordinary shares of £0.0001 each in the capital of the Buyer issued in respect of the satisfaction of an obligation to pay any amount of the Share Consideration Sum to the Seller;

"Consolidated or Combined Return" means any Income Tax Return that is filed or required to be filed by the Seller or an Affiliate of the Seller that is not a Group Company and that includes the Seller or any of its Affiliates that is not a Group Company, on the one hand, and one or more of the Group Companies, on the other hand, filing together as a consolidated, combined, unitary, affiliated or similar group of which the Seller or any of its Affiliates that is not a Group Company is the parent of such consolidated, combined, unitary, affiliated or similar group;

"Consolidated or Combined Taxes" means any Income Taxes imposed on a member of the Group filing a Consolidated or Combined Return with the Group Companies as a result of such person's membership in the group whose Taxes are reported on such Consolidated or Combined Return (including as the parent of the group filing such Consolidated or Combined Return);

"Consultant" means any individual who is engaged (either directly or via the Consultant's personal services company) to do or perform personally any work or services for any Group Company, on a self-employed basis, but excludes any individual who provides their services via an employment business, agency or service provider;

"Contributor" means a person who has contributed and/or is contributing to the development of any Intellectual Property;

"Control" means, in relation to any person, the possession, direct or indirect, of the power (whether through the ownership of voting securities, by contract or otherwise) to:

- (a) exercise a majority of the voting rights in a person;
- (b) appoint or remove a majority of the board of directors or other equivalent managing body; and/or
- (c) direct or cause the direction of the management and policies of such person,

(and the terms **"Controlled"** and **"Controlling"** shall have meanings correlative to the foregoing) and, for the avoidance of doubt, a person who is the general partner of a limited partnership is deemed to Control that limited partnership;

"CTA 2009" means the Corporation Tax Act 2009;

"Daily Traded Amount" means the average daily traded amount of RZLV Shares on Nasdaq for the 90-day period before the relevant Trading Day;

"Data Protection Laws" means, to the extent applicable to a Group Company: (i) the United Kingdom General Data Protection Regulation, the DPA, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the Security of Network & Information Systems Regulations 2018, all as amended and/or replaced, and in force from time to time; (ii) the General Data Protection Regulation 2016 (EU) 2016/679 and all other applicable laws and regulations relating to data protection and privacy; and (iii) all related statutory codes of practice and binding guidance issued by any Competent Authority;

"Data Room" means the online data room named 'Project Everest' hosted by DataSite in connection with the Transaction as at 10.00 p.m. on 30 November 2025, an index of which is in the agreed form and attached to the Disclosure Letter and a copy of which is contained on the USB(s) provided by the Seller as soon as reasonably practicable but in any event within seven (7) Business Days following Completion;

"Determined" means a Claim that has either:

- (a) been agreed in writing by the Buyer and the Seller; or
- (b) is the subject of a final judgment of a court of competent jurisdiction or award of a competent arbitral tribunal not being a:
 - (i) judgment or award which is the subject of an ongoing appeal or review by a court of competent jurisdiction; or
 - (ii) judgment or award in respect of which the time permitted for lodging an appeal or a reference for review by a court of competent jurisdiction has yet to expire;

"Development Contracts" has the meaning given in paragraph (c) of the definition of Intellectual Property Agreements;

"Directors" means the directors of the Company from time to time;

"Disclosed" means fairly disclosed in such a manner and with sufficient detail to enable a reasonably diligent buyer to identify the nature, scope and implications of the matter disclosed, and the term **"Disclose"** shall be construed accordingly;

"Disclosure Letter" means the letter, in agreed form, of the same date as this agreement given by or on behalf of the Seller to the Buyer disclosing information constituting exceptions to the Seller Warranties (other than the Fundamental Warranties as to which the only disclosure may be of the Principal Loan Permitted Encumbrances);

"DPA" means the Data Protection Act 2018 (and regulations made under that Act), and words and expressions defined in the DPA shall have the same meaning when used in the Seller Warranties (unless stated otherwise);

"Draft Buyer Completion Accounts" has the meaning given to it in clause 4.1;

"Employee" means an employee or worker of any Group Company (including part-time, temporary or home, employees or workers);

"Encumbrance" means all charges, mortgages, liens, security interests, options, equities, claims, equitable rights, power of sale, pledge, hypothecation, retention of title, covenant, restriction, lease, trust, order, decree, title defect and other third party rights and interests (including rights of pre-emption of any nature whatsoever) or other encumbrance or right to create the foregoing;

"Environment" means air, water and land;

"Environmental Law" means every Applicable Law and every legally binding guidance or code of practice of any Environmental Authority relating to the protection of the environment (including the prevention of pollution of land, water or air due to the release, escape or other emission of any substance including radioactive substances or the production, transport, storage, treatment, recycling or disposal of waste or the making of noise);

"Environmental Matters" means all or any matters relating to the pollution or protection of the Environment;

[***];

[***];

"Estimated Completion Accounts Cash" means the Seller's reasonable estimate of the Completion Accounts Cash as set out in cell D13 of the tab named "Completion Accounts Cash" in the Completion Accounts Spreadsheet;

"Estimated Completion Accounts Cash Adjustment Amount" means the Seller's reasonable estimate of the Completion Accounts Cash Adjustment Amount as set out in cell D30 of the tab named "Completion Adjustments Estimate" in the Completion Accounts Spreadsheet;

"Estimated Completion Indebtedness" means the Seller's reasonable estimate of Completion Indebtedness as set out cell D27 of the tab named "Completion Indebtedness" in the Completion Accounts Spreadsheet;

"Estimated Completion Working Capital Adjustment Amount" means the Seller's reasonable estimate of the Completion Working Capital Adjustment Amount (as determined in accordance with the definition of such term and applying limbs (a) to (c) (inclusive) of such definition) as set out in cell D21 of the tab named "Completion Adjustments Estimate" in the Completion Accounts Spreadsheet;

"Estimated Transaction Expenses" means the Seller's reasonable estimate of Transaction Expenses as set out in cell D20 of the tab named "Transaction Expenses" in the Completion Accounts Spreadsheet;

"Excluded Claim" means a Fundamental Warranty Claim;

"Final Purchase Price" has the meaning given to it in clause 3.1;

"First Loan Notes" means the \$20,000,000 10% fixed rate loan note due 1 April 2027, to be secured following Completion, on payment-in-kind terms constituted by the Loan Note Instruments and issued at Completion by the Buyer in favour of the Seller (or such person as the Seller may notify to the Buyer in writing prior to Completion), as may be redeemed or set-off pursuant to the terms thereof and in accordance with this agreement;

[***];

[***];

"Founder" means [***]

"Fraud" means an intentional misrepresentation of a material fact, made with the specific intent to deceive and induce reliance, that was actually known to be false when made by the party making such representation or warranty, on which the other party relied, and excluding negligent or innocent misrepresentation;

"Fundamental Warranties" means each of the Title and Capacity Warranties and each of the warranties contained at part 1 of schedule 2, and **"Fundamental Warranty"** means each one of them individually;

"Fundamental Warranty Claim" means a Claim for breach of any of the Fundamental Warranties;

"Group" or **"Group Companies"** means the Company and the Subsidiary Companies, and **"Group Company"** means any of them;

"Group Intellectual Property" means all Intellectual Property owned, used and/or exploited by any Group Company;

"Home Office" means the UK government department responsible for immigration and passports, drugs policy, crime, counter-terrorism and police;

"Incidental IP Contracts" means: (a) any contract in which the only license to, or right to use, Intellectual Property granted in such contract is incidental to the transaction contemplated in such contract, the commercial purpose of which is something other than such license, such as a service contract under which such person grants a third party a license under Intellectual Property to enable such third party to provide services for the benefit of such person; (b) contracts that include non-exclusive licenses, sublicenses, releases, covenants not to sue or similar rights relating to Intellectual Property; (c) contracts with customers, shareholders, directors, officers, employees, contractors, service providers and other representatives of such person that non-exclusively license rights in Intellectual Property to or from such individuals or under which employees assign Intellectual Property to a Group Company; and (d) contracts that include "shrink wrap" or "click through" licenses or licenses for other generally commercially available software, in each case of items (a) to (d) (inclusive) that are entered into in the ordinary course of business;

"Income Taxes" mean any United States federal, state or local that are based on or measured by reference to net income or profits (however denominated) or other similar Taxes or any franchise Tax imposed on or based on or measured with respect to net income;

"Income Tax Return" means any return, claim for refund, report, information return, election, form, certificate or other document (including schedules or any related or supporting statement, information or attachment and including any amendment thereof) filed or required to be filed with any Tax Authority in connection with the determination, assessment or collection of any Income Tax or the administration of any Laws relating to any Income Tax;

"Indebtedness" means, in relation to any person, all loans, borrowings, or other financing liabilities or financing obligations, including, other than solely between members of the Group:

- (a) monies borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised under any note purchase facility or issue of bonds, notes, debentures, loan stock, commercial paper or any similar instrument, except to the extent then undrawn;
- (d) the amount of any liability in respect of any lease which have been or must, in accordance with US GAAP, be treated as a capital lease;
- (e) the amount of any liability in respect of a hire purchase, credit sale or conditional sale agreement;
- (f) receivables sold or discounted;
- (g) any amount raised under any other transaction (including any conditional sale or forward sale or purchase agreement or arrangement creating obligations with

respect to the deferred purchase price of property (other than customary trade credit given in the ordinary course of trading)) having the commercial effect of a borrowing;

- (h) any breakage costs for the unwinding of any of the foregoing on the basis that such breakage or unwinding occurred as at the date for its calculation;
- (i) accrued but unpaid interest on any of the above as at the date for its calculation;
- (j) any liability, actual or contingent pursuant to a guarantee, indemnity or a contract of suretyship;
- (k) all liabilities for any outstanding severance or consulting amounts to any current or former (as of Completion) employee, contractor, service provider, director or officer and any payroll taxes payable in connection therewith;
- (l) any accelerated lease settlement payments as a result of the consummation of this transaction, provided that it does not exceed \$143,600;
- (m) any payable invoices aged greater than 90 days past their due date, to the extent not already included in Transaction Expenses or Indebtedness;
- (n) interest, fees, prepayment penalties, premiums, breakage costs, make-whole, expense reimbursement and other fees, costs and expenses and other payment obligations owed with respect to the Indebtedness and obligations referred to in (a) to (l) (inclusive) above; and
- (o) the employer portion of any payroll, employment or similar Taxes incurred or accrued with respect to The Coronavirus Aid, Relief, and Economic Security Act, provided that the amount determined under this clause (o) shall not exceed \$111,897,

and excluding an amount of \$150,000,000 in respect of a portion of the amount drawn under the Principal Loan;

[***];

"Initial Purchase Consideration" has the meaning given to it in clause 3.1(a);

"Insolvency Event" means, in relation to:

- (a) the Buyer and any Group Company incorporated in England & Wales, any of the following:
 - (i) that person suspending or ceasing, or threatening to suspend or cease, to carry on any material or substantial part of its business except as a result of a disposal provided for in this agreement;
 - (ii) that person:
 - A. being deemed or declared to be unable to pay its debts under or within the meaning of Applicable Law including section 123 of the Insolvency Act 1986; or
 - B. being unable to pay or admitting inability to pay its debts as they fall due;

- (iii) that person suspending or threatening to suspend, or giving notice to any of its creditors that it has suspended or is about to suspend, payment of any of its debts;
 - (iv) the value of the assets of that person being less than the liabilities of that person, taking into account contingent and prospective liabilities (for the purpose of this paragraph (iv) "person" shall refer only to a body corporate and not an individual);
 - (v) a meeting of that person's creditors being convened or held;
 - (vi) a composition, compromise, assignment or arrangement with or for the benefit of its creditors (including a voluntary arrangement as defined in Applicable Law including the Insolvency Act 1986) being entered into, proposed or commenced by or in relation to that person;
 - (vii) steps being taken to obtain a moratorium or a moratorium coming into force or otherwise being declared in respect of that person or any indebtedness of that person in accordance with Applicable Law (including a moratorium under Part A1 of the Insolvency Act 1986) and, for the avoidance of doubt, the ending of any such moratorium that occurs will not remedy, end or otherwise affect the Insolvency Event that has occurred;
 - (viii) that person applying for an interim court order under section 253 of the Insolvency Act 1986;
 - (ix) a receiver or administrative receiver taking possession of or being appointed over or a mortgagee, chargee or other encumbrancer taking possession of the whole or any material part of the assets of that person;
 - (x) any expropriation, attachment, sequestration, distress, execution or other process in any jurisdiction being levied or enforced (and not being discharged within seven days) on any asset of that person;
 - A. that person or its directors or any of its creditors or the holder of a qualifying floating charge as defined in Applicable Law (including Schedule B1 to the Insolvency Act 1986):
 - B. giving notice of its or their intention to appoint an administrator in accordance with Applicable Law (including under paragraphs 14 and/or 22 of Schedule B1 to the Insolvency Act 1986); or
 - (xi) making an application to court for the appointment of an administrator;
 - (xii) an administrator being appointed in relation to that person in accordance with Applicable Law (including under paragraphs 14 and/or 22 of Schedule B1 to the Insolvency Act 1986);
 - (xiii) a petition being presented (and not being discharged within 14 days) or a resolution being passed or an order being made for the administration or the liquidation, winding-up, bankruptcy, dissolution or reorganisation (including by voluntary arrangement or scheme of arrangement) of that person or that person being struck off the register of companies; or
- (b) the Seller and any Group Company incorporated, formed or organised within the United States of America, any of the following:

- (i) that person suspending or ceasing, or threatening to suspend or cease, to carry on any material or substantial part of its business except as a result of a disposal provided for in this agreement;
- (ii) that person being not Solvent or being unable to pay, or admitting inability to pay, its debts as they become due (including a written admission of insolvency or general inability to pay debts as they become due);
- (iii) that person suspending or threatening to suspend, or giving notice to any of its creditors that it has suspended or is about to suspend, payment of any of its debts;
- (iv) the value of the assets of that person being less than the liabilities of that person, taking into account contingent and prospective liabilities (for the purpose of this paragraph (iv) "person" shall refer only to a body corporate and not an individual) and such person therefore not being Solvent;
- (v) a meeting of that person's creditors being convened or held for the purpose of considering any restructuring, composition, or liquidation of that person's debts;
- (vi) a composition, compromise, assignment or arrangement with or for the benefit of its creditors being entered into, proposed or commenced by or in relation to that person (including any general assignment for the benefit of creditors);
- (vii) the commencement, institution, or pendency of any case or proceeding seeking a stay, injunction, or similar relief affecting creditors' enforcement rights with respect to that person or its property (including any automatic stay arising in a case under Title 11 of the United States Code);
- (viii) the appointment of a receiver, trustee, custodian, sequestrator or similar officer (whether by court order or otherwise) to take charge of all or any material part of that person's property, or any mortgagee, chargee or other encumbrancer taking possession of the whole or any material part of the assets of that person;
- (ix) the filing by that person of a voluntary petition or initiation of a voluntary case seeking relief under Title 11 of the United States Code (or any similar federal, state or foreign insolvency law), or consent to the entry of an order for relief thereunder;
- (x) the commencement of an involuntary case against that person seeking relief under Title 11 of the United States Code (or any similar federal, state or foreign insolvency law) that is not dismissed, stayed or discharged within sixty (60) days after filing;
- (xi) that person commencing any proceeding for its dissolution, liquidation, winding-up, reorganization, arrangement or similar relief under any insolvency, bankruptcy, or similar law (including Chapter 7 or Chapter 11 of Title 11 of the United States Code), or adopting a plan or passing a resolution authorising any of the foregoing, or a court of competent jurisdiction entering an order for relief, judgment, decree or appointment in respect of any of the foregoing; or

(xii) the happening in relation to that person of any event, procedure, process or step analogous to any of the above in any jurisdiction or under any Applicable Law; and

(c) any Group Company incorporated, formed or organised under the laws of another jurisdiction, the occurrence to that person of any event, procedure, process or step analogous to any of the above in any jurisdiction or under any Applicable Law;

"Insured Claim" means any Warranty Claim (other than a Fundamental Warranty Claim) or Tax Claim (other than any [***]);

"Intellectual Property" means patents, inventions, utility models, petty patents, supplementary protection certificates, trade and service marks, design rights, trade names, service names, business names, copyrights, rights in the nature of and related to copyright, geographic indications, resale rights, rental rights, lending rights, software programs (including all source code, object code, specifications, designs and documentation related thereto), proprietary database rights, domain names, social media handles and profiles, semi-conductor topography rights, plant variety rights, rights in know-how, trade secrets and confidential information and goodwill, rights in preventing unfair competition and all other intellectual property rights and analogous rights as may exist anywhere in the world for the full term of the rights concerned together with all reversions, revivals, extensions and renewals of such rights (whether registered or not); all registrations and pending registrations relating to any such rights, the benefit of any pending applications for any such registrations and the right to apply for registrations of such rights; and all rights of action, powers or benefits belonging or accrued in relation to such rights (including the right to sue for and recover damages for past infringements);

"Intellectual Property Agreements" means all written agreements, contracts, permissions, undertakings, arrangements and understandings which relate to any of the Group Intellectual Property, including:

- (a) those pursuant to which any Group Company is permitted to use any Intellectual Property ("**Licences-In**");
- (b) those pursuant to which any Group Company permits a third party to use any Intellectual Property ("**Licences-Out**");
and
- (c) those pursuant to which any Proprietary Software has been developed and to which any Group Company is a party ("**Development Contracts**"),

but in all cases excluding Incidental IP Contracts;

"Intercreditor Agreement" means the intercreditor and subordination agreement in the agreed form to be entered into between, inter alia, the Buyer, the Seller and Monroe Capital Management Advisors LLC, and acknowledged by the borrowers and guarantors under the Principal Loan, on Completion relating to the Principal Loan and the Loan Notes;

"IRS Code" means the Internal Revenue Code of 1986, as amended;

"Licences-In" has the meaning given in paragraph (a) of the definition of Intellectual Property Agreements;

"Licences-Out" has the meaning given in paragraph (b) of the definition of Intellectual Property Agreements;

"Loan Note Instruments" means the instrument(s) in agreed form to be executed by the Buyer at Completion constituting the Loan Notes, as supplemented, varied, amended or replaced from time to time, and any other documents executed in connection therewith at or following Completion including, but not limited to, any security or collateral agreements or guarantees;

"Loan Notes" means the First Loan Notes and the Second Loan Notes;

"Losses" means all losses, liabilities, damages, costs (including legal costs and experts' and consultants' fees), charges and expenses;

"Management Accounts" means the unaudited consolidated accounts of the Company and its subsidiaries comprising a balance sheet as at the Management Accounts Date and a profit and loss account for the period which commenced on the day after the Accounts Date and which ended on the Management Accounts Date, a copy of which is contained at folder 18.1.2 and 18.1.1.3.1.1 of the Data Room;

"Management Accounts Date" means 30 September 2025;

"Material Adverse Effect" means any event, circumstance or state of facts that, individually or in the aggregate, has or would reasonably be expected to have a material and adverse effect upon the business, results of operations or financial condition of the Group, taken as a whole;

"Material Contract" means any agreement or arrangement of the kind listed in paragraph 8 of schedule 2 and/or with a Material Counterparty;

"Material Counterparty" means any customer or technology partner accounting for more than \$400,000 of income of, or expenditure by, the Group in the financial year ended on the Management Accounts Date and, in each case, each of their respective Affiliates, and a **"Material Counterpart"** shall be construed accordingly;

"Material Employee" means any person employed by the Group in the Prohibited Business at Completion whose annual remuneration equals or exceeds \$150,000 per annum and each of [***];

"Nasdaq" means the applicable tier of The Nasdaq Stock Market LLC on which the RZLV Shares are listed for trading, or, if such RZLV Shares are no longer listed on a tier of The Nasdaq Stock Market LLC, the principal securities exchange on which such RZLV Shares are then listed or quoted for trading;

"Net Completion Accounts Adjustment Amount" has the meaning given to it in clause 4.16(a);

"Notice" has the meaning given to it in clause 15.1;

"Occupational Documents" means any lease (including any underlease), licence or equivalent occupational document and **"Occupational Document"** means any one of them;

"Open Source Code" means any software code that is distributed as "free software" or "open source software" or is otherwise distributed publicly in source code form under terms that permit modification and redistribution of such software. Open Source Code includes software code that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, BSD License, Artistic License, Sun Community Source License, Sun Industry Standards Licence, Netscape Public License, Eclipse Public License or other similar licences (whether or not approved by the Open Source Initiative);

"Owned Intellectual Property" has the meaning given to it in paragraph 9 of part 1 of schedule 2;

[***]

[***];

"Permitted Encumbrances" means: (i) Encumbrances securing the obligations of the Group under the Principal Loan, (ii) purchase money Encumbrances and Encumbrances securing rental payments under capital lease arrangements; (ii) Encumbrances on accounts receivable and related assets incurred in connection with a receivables financing; and (iii) the tax liens detailed in document 19.1.72.1 in the Data Room;

"Pre-Completion Tax Period" means any Tax period ending on or before the Completion Date and, with respect to a Tax period that begins before the Completion Date and ends on or after the Completion Date, the portion of such Tax period ending on the Completion Date;

"Principal Loan" means the credit agreement dated 28 February 2019 between the lenders party thereto, Monroe Capital Management Advisors, LLC (as administrative and collateral agent) the Company, the Seller, Crownpeak Technology, Inc., and Evidon, Inc., as borrowers, as amended, restated, supplemented or otherwise modified from time to time;

"Principal Loan Amended and Restated Credit Agreement" means the amended and restated credit agreement dated as of the Completion Date, between the lenders party thereto, Monroe Capital Management Advisors, LLC (as administrative and collateral agent), the Company, the Seller and Evidon, Inc., as borrowers;

"Principal Loan Partial Repayment" the repayment of an amount equal to \$50,000,000 of the Principal Loan to be made by the Company, or its subsidiaries, following Completion in accordance with clause 5.2(b)(iv)

"Principal Loan Permitted Encumbrances" means Encumbrances securing the obligations of the Group under the Principal Loan.

"Prior Accounts" means the audited (and, where relevant, consolidated) financial statements of the Company for the financial year ended on the financial year end date in each of 2023 and 2024 including the auditors' and directors' reports, the consolidated balance sheets as at such date, the statements of financial position as at on the financial year end date in each of 2023 and 2024, the income statements and statements of other comprehensive income or statements of comprehensive income, the statements of cash flows and the statements of changes in equity for the financial year ended on the financial year end date in each of 2023 and 2024 and the notes to them, a copy of each of which are contained at folder 7.2 and 18.2.5.1 of the Data Room;

"Product" means a product (including a software product) designed, developed (or under development), manufactured, marketed, distributed, supplied, provided, exported, offered for sale or licensed to third parties by any Group Company as at the date of this agreement;

"Prohibited Area" means the United States, the United Kingdom, Germany, the Netherlands, France and Australia;

"Properties" means all the real property in which any Group Company has an occupational interest, material particulars of which are included at folder 15 and 18.1.11 of the Data Room, and **"Property"** means any one of them;

"Proprietary Software" means all software (including source code and object code, and in all releases and versions) that has been developed (or is under development) by or on behalf of any Group Company or in connection with the business of any Group Company, or which (other than Open Source Code) constitutes or forms part of any Product or Service, together with all Supporting Documentation;

"Recognised Investment Exchange" means a recognised investment exchange within the meaning given in section 285 of the Financial Services and Markets Act 2000 and/or an overseas investment exchange within the meaning of section 313 of the Financial Services and Markets Act 2000;

[***];

[***];

[***];

"Reference Time" means the 11:59 p.m. on the date that is immediately prior to the Completion Date;

"Registered IP Schedule" means the registered Intellectual Property included at folder 10 of the Data Room;

"Registration Rights Agreement" means the registration rights agreement, in the agreed form, entered into at Completion between the Seller and the Buyer containing the terms on which the Consideration Shares shall be registered for resale under the Securities Act;

[***];

[***];

"Relevant Period" means the period commencing on the date falling two years prior to the date hereof and ending on the date of this agreement;

"Relief" means any allowance, credit, deduction, exemption or set off in respect of Tax or relevant to the computation of income, profits or gains for the purposes of any Tax, or any right to or actual repayment of or saving of Tax (including any repayment supplement, fee or interest in respect of Tax);

"Restricted Covenantor" means the Seller;

[***];

[***];

"RZLV Shares" means ordinary shares of £0.0001 each in the capital of the Buyer;

"Sale Shares" means the 100 shares of common stock with a par value of \$0.001 each in the Company;

"SEC" the U.S. Securities and Exchange Commission;

"Second Loan Notes" means the \$30,000,000 10% fixed rate secured loan note due 31 December 2027, to be secured following Completion, on payment-in-kind terms constituted by the Loan Note Instruments and issued at Completion by the Buyer in favour of the Seller (or such person as the Seller may notify to the Buyer in writing prior to Completion);

"Securities Act" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

"Seller's Account" means the Seller's bank account as notified by the Seller to the Buyer in writing prior to the date of this agreement, or such other account as the Seller may notify the Buyer of from time to time;

"Seller's Lawyers" means Paul, Weiss, Rifkind, Wharton & Garrison LLP of 535 Mission Street, 25th Floor, San Francisco, CA 94105;

"Seller Warranties" means each of the Fundamental Warranties, the Business Warranties and the Tax Warranties, and **"Seller Warranty"** means each one of them individually;

"Service" means any service offered, developed, marketed, distributed, sold or provided by any Group Company as at the date of this agreement;

"Share Consideration Sum" has the meaning given in clause 3.3(c);

"Solvent" means, with respect to any person, that as at the date of determination: (a)(i) the sum of such person's debts (including contingent liabilities) does not exceed the present fair saleable value of such person's present assets; and (ii) such person's capital is not unreasonably small in relation to its business as contemplated on Completion or with respect to any transaction contemplated to be undertaken after Completion and (iii) such person has not incurred and does not intend to incur, or believe (nor should it reasonably believe) that it shall incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise); and (b) such person is "solvent" within the meaning given that term and similar terms under the Title 11 of the United States Code entitled "Bankruptcy" as now and hereafter in effect, or any successor statute and Applicable Laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5);

"Statement of Financial Accounting Standard No. 5" means the statement of accounting for contingencies (issued March 1975) published by the United States Financial Accounting Standards Board;

"Straddle Period" means any taxable period that includes but does not end on the Completion Date;

"Subsidiary Companies" means the subsidiaries of the Company, details of which are set out in schedule 1 and **"Subsidiary Company"** means each of them;

"Supporting Documentation" means all documentation, recorded information and data (whether in electronic form or recorded on paper or other physical media) relating to the Proprietary Software (including know-how relating to the Proprietary Software);

"Tax" or **"Taxation"** has the meaning given to it in schedule 5;

"**Tax Authority**" has the meaning given to it in schedule 5;

"**Tax Claim**" has the meaning given to it in schedule 5;

"**Tax Covenant**" means the tax covenant contained in part 2 of schedule 5;

"**Tax Warranties**" means each of the warranties contained at part 3 of schedule 2, and "**Tax Warranty**" means each one of them individually;

"**Third Party Beneficiary**" has the meaning given to it in clause 16.1;

"**Third Party Claim**" has the meaning given to it in paragraph 7 of schedule 3;

"**Third Party Rights Provision**" has the meaning given to it in clause 16.1;

"**Title and Capacity Warranties**" means each of the warranties contained in clause 6.2 and "**Title and Capacity Warranty**" means each one of them individually;

"**Token**" means any digital token, cryptofinance coin, blockchain-based asset, cryptocurrency (including any digital currency) or similar;

"**Trading Day**" means any day during which the Nasdaq is open for regular way trading (including, for the avoidance of doubt, any short trading day on Nasdaq);

"**Transaction**" means the sale and purchase of the Sale Shares and the payment of the Final Purchase Price in accordance with the provisions of this agreement;

"**Transaction Deductions**" means, without duplication and regardless of by whom or when paid, any Tax deductions allocable to the Pre-Completion Tax Period attributable to: (a) any Indebtedness of the Group Companies (including retirement, repayment, or satisfaction thereof); and (b) the payment (or associated accrual) of any amounts included in Transaction Expenses, including for this purpose amounts that would have been Transaction Expenses but for the fact that they were paid prior to Completion, which, in the case of any "success based fees" shall be determined assuming an election is made to treat 70% of such fees as deductible under U.S. Internal Revenue Service Procedure 2011-29;

"**Transaction Documents**" means each of this agreement, the Loan Note Instruments, the Principal Loan Amended and Restated Credit Agreement, the Registration Rights Agreement, the Intercreditor Agreement, the Disclosure Letter and any other document to be entered into by any party on or around the date of this agreement pursuant to the terms of this agreement, and "**Transaction Document**" shall mean each one of them individually;

"**Transaction Expenses**" means:

- (a) all amounts incurred or are payable by each Group Company to:
 - (i) legal counsel to the Seller, the Company or any Affiliate and/or any of their respective Affiliates (including any Wider K1 Person) with respect to this agreement and/or any other Transaction Documents and the transactions contemplated therein; and
 - (ii) all other transaction advisors engaged by the Seller, the Company or any of their respective Affiliates (including any Wider K1 Person) (including financial advisors, brokers, accountants and data room administrators) in connection with this agreement and/or the other Transaction

Documents and the transactions contemplated therein, in each case, for services rendered through to and including the date referred to above;

- (b) amounts payable by each Group Company pursuant to any change in control, stay-on, retention, severance, transaction bonus, incentive, commission, loan forgiveness or similar payments or benefits which, in each case, if and to the extent that they become due and payable or due solely as a result of Completion pursuant to an agreement to which a Group Company is a party as at the Completion Date;
- (c) any employer-paid portion of payroll, employment, social security, unemployment or other similar taxes, if any, required to be paid by each Group Company with respect to the amounts described in item (b);
- (d) an amount equal to \$175,000 in respect of the Seller's entire contribution to the W&I Premium Amount;
- (e) any accrued and unpaid sponsor fees related to ownership and, or management of Crownpeak Intermediate Holdings, Inc.;
- (f) 50% of the filing fees (excluding, for the avoidance of doubt, any associated costs or expenses or other fees) incurred in connection with arranging registration of the "Form F-3" registration statement in accordance with the Registration Rights Agreement; and
- (g) all other out-of-pocket expenses incurred on or prior to the date referred to above by each Group Company in connection with the negotiation, preparation, investigation, execution and performance of this agreement and the other Transaction Documents and the transactions contemplated therein,

provided that Transaction Expenses shall not include any fees, costs or expenses or taxes in connection with the Buyer or any Group Company or any of its or their Affiliates in respect of: (i) causing a listing of the Loan Notes in accordance with clause 10.6; (ii) arranging the W&I Insurance Policy (other than in respect of clause (d)); (iii) negotiating, documenting and implementing the security or collateral arrangements in favour of the lenders with respect to the Loan Notes and the Loan Note Instruments, or any other agreement between a Group Company and Monroe Capital Management Advisors, LLC in connection therewith; (iv) implementing the termination of the Company Defined Contribution Plan; (v) any matter relating to the pursuit of or recovery in connection with any Claim by the Buyer; or (vi) any amounts in connection with the Principal Loan Partial Repayment;

"**Transfer Cost**" has the meaning given to it in clause 20.2;

"**United States**" or "**U.S.**" the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof;

"**US GAAP**" means accounting principles, standards and practices generally accepted from time to time in the United States of America which, for the purposes of schedule 6, shall be as the foregoing applied to the Company as at the Reference Time;

"**VAT**" means value added tax, goods and sales tax and sales and use tax in each case chargeable under legislation in any jurisdiction on the sale of goods and supply of services and further means any tax of a similar or equivalent nature which is introduced in substitution for or as an addition to such tax from time to time and any penalties or fines in relation to them, whether imposed in the United Kingdom, any member state of the European Union, the United States or elsewhere;

"Warranty Claim" means a Claim under the Fundamental Warranties, the Business Warranties or the Tax Warranties;

"Wider K1 Person" K1 Investment Management, LLC and any general or limited partner, portfolio companies of investment funds managed by K1 Investment Management, LLC or of any investor in, or director, employee or partner or operating partner of any of them;

"WTD" means Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time (as it applies in England and Wales from time to time, including as retained, amended, extended, re-enacted or otherwise given effect);

"WTR" means the Working Time Regulations 1998 (SI 1998/1833);

"W&I Insurance Policy" means the Buyer's Warranty and Indemnity insurance policy, in the agreed form, with the W&I Insurer to be issued on or after the date of this agreement in respect of this agreement;

"W&I Insurer" means Euclid Transactional UK Limited, incorporated and registered in England & Wales with company number 11237103 whose registered office is Level 5, 41 Eastcheap, London, England, EC3M 1DT;

"W&I Expenses" means any other costs and expenses relating to the W&I Insurance Policy, including any insurance premium tax or other similar Tax in respect thereof, any legal fees of the W&I Insurer's legal counsel payable for the W&I Insurance Policy and any broker commissions payable, to the extent not reflected in the insurance premium;

"W&I Premium Amount" means the amount due in respect of the W&I Insurance Policy premium;

"W&I Subrogation Provision" means the provision in the agreed form or with such changes to it as agreed in writing by the Buyer, the Seller and the W&I Insurer; and

"\$:GBP Exchange Rate" means the rate for conversion from US dollars to Pounds Sterling by reference to (save as where otherwise agreed in writing between the Buyer and the Seller) the average of the mid market spot exchange rates (as published by Bloomberg at 4:00 p.m. (London time)) for the 30 day period preceding the relevant date on which the conversion is to be determined and **"GBP:\$ Exchange Rate"** means the rate for conversion from Pounds Sterling to US dollars by reference to (save as where otherwise agreed in writing between the Buyer and the Seller) the average of the mid market spot exchange rates (as published by Bloomberg) at 4:00 p.m. (London time) for the 30 day period preceding the relevant date on which the conversion is to be determined.

1.2 In construing this agreement, unless otherwise specified, reference to:

- (a) a document **"in agreed form"** is to a document in the form agreed by or on behalf of the Buyer and the Seller prior to signing this agreement (or otherwise as agreed by or on behalf of the Buyer and the Seller from time to time);
- (b) a **"party"** or the **"parties"** means a party or the parties to this agreement and includes that party's or the parties' successors and permitted assigns and for this purpose **"permitted assigns"** includes:
 - (i) in relation to a right of a party, any person to whom that right may have been assigned except if and to the extent that the assignment of that right would be in breach of the provisions of this or any other agreement or instrument or prohibited by Applicable Law; and

(ii) in relation to an obligation of a party, any person to whom that obligation may have been transferred with the written agreement of the party to whom the obligation is owed,

provided that notwithstanding any succession, assignment or transfer, no party shall be relieved from any obligation arising under this agreement except by operation of Applicable Law or as expressly provided in this agreement or with the written agreement of the party to whom the obligation is owed;

- (c) a person includes any form of legal entity including an individual, company, body corporate, undertaking (irrespective of the jurisdiction in or under the law of which it was incorporated, exists or carries on business), partnership, firm, unincorporated association, and government, state or agency of a government or state, and, in relation to a party who is an individual, such individual's legal personal representative(s) (in each case whether or not having separate legal personality);
- (d) the "**introduction**" or to a "**clause**" or "**schedule**" is a reference to the introduction or the relevant clause or schedule of or to this agreement;
- (e) "**this agreement**" includes this agreement as amended or supplemented from time to time in accordance with the terms herein, and any reference to another document is a reference to that document as amended or supplemented from time to time;
- (f) "**writing**" and "**written**" includes any methods of representing words in a legible form or other writing in non-transitory form;
- (g) the words "**include**" and "**including**" shall mean including without limitation, and are to be construed as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding or following them;
- (h) references to "**to the extent that**" (and similar expressions) shall indicate a matter of degree and not be solely synonymous with "if";
- (i) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (j) a "**day**" (including in the definition of "**Business Day**") shall mean a period of twenty-four hours running from midnight to midnight;
- (k) unless expressly stated otherwise, the time of day is a reference to time in London, England;
- (l) "**costs**" and/or "**expenses**" incurred by a person shall not include any amount in respect of VAT comprised in such costs or expenses for which either that person or, if relevant, any other member of the VAT group to which that person belongs is entitled to credit or repayment as input tax;
- (m) "**£**" "**GBP**" or "**Pounds Sterling**" shall be a reference to pounds sterling, being the lawful currency for the time being of the United Kingdom; and "**US Dollars**" "**\$**" shall be a reference to US dollars, being the lawful currency for the time being of the United States of America, unless stated otherwise in this agreement;
- (n) a Tax of the United Kingdom (or any part thereof) shall be deemed to include any equivalent Tax of any part of the United Kingdom that is levied pursuant to

the devolution of powers relating to Tax to that part of the United Kingdom, unless the context otherwise requires;

- (o) any law of England and Wales or to any specific Tax shall be read and construed as also meaning any law of, or any similar Tax, in any other jurisdiction including the jurisdiction of Tax residence of the Seller that has an equivalent scope or purpose or (if it does not) that most nearly approximates to the law of England and Wales or the applicable Tax;
- (p) any statute, statutory provision, rule or accounting standard includes a reference:
 - (i) to that statute, statutory provision, rule or accounting standard as from time to time consolidated, modified, re-enacted (with or without modification) or replaced; and
 - (ii) any subordinate legislation made under the relevant statutory provision,

except if and to the extent that the effect of referring to any such consolidation, modification or re-enactment coming into force or legislation made after the date of this agreement would be to increase or extend the liability of a party under this agreement; and
- (q) any English legal term for any action, remedy, procedure, judicial proceeding, legal document, legal status, or legal concept is, in respect of any jurisdiction other than England and Wales, deemed to include what most nearly approximates in that jurisdiction to the English legal term.

- 1.3 Any amounts expressed in US dollars that are to be converted into Pounds Sterling shall be converted at the \$:GBP Exchange Rate and any amount expressed in Pounds Sterling that are to be converted into US dollars shall be converted at the GBP:\$ Exchange Rate.
- 1.4 The schedules form part of the operative provisions of this agreement and are as if set out in full in this agreement, and a reference to "**this agreement**" includes a reference to the schedules.
- 1.5 The table of contents to, and the headings to clauses and schedules in, this agreement are for information only and are to be ignored in construing it.

2. Sale and purchase

- 2.1 Upon the terms and subject to the conditions of this agreement, the Seller shall sell, and the Buyer shall purchase, the Sale Shares with full title guarantee and free from all Encumbrances (save for any Principal Loan Permitted Encumbrances), together with all accrued benefits and rights attached thereto as at Completion and all other rights and advantages belonging to or accruing on the Sale Shares on or after that date.
- 2.2 The Seller irrevocably and unconditionally waives (and undertakes to procure that its nominee(s) and Affiliates (if any) shall waive) on or prior to Completion all pre-emption rights which the Seller may have under the Company's Bylaws or any other agreement relating to the Sale Shares or otherwise so as to enable the sale of the Sale Shares to the Buyer to proceed free of pre-emption rights.
- 2.3 The Seller irrevocably and unconditionally consents to (and undertakes to procure that its nominee(s) and Affiliates (if any) shall irrevocably and unconditionally consent to) the Transaction for all purposes, including all transfers of Sale Shares in connection with this agreement, and further agrees that consent pursuant to this clause 2.3 constitutes:

- (a) consent for the Consideration Shares to be issued and allotted in accordance with the terms of this agreement; and
- (b) an unconditional and irrevocable waiver of any and all claims that Seller has or may have against the Company in relation to any breach of the Bylaws.

3. Purchase Price

3.1 The total purchase price for the sale and purchase of the Sale Shares (the “**Final Purchase Price**”) shall be:

- (a) \$90,000,000 (the “**Initial Purchase Consideration**”);

PLUS

- (b) the Completion Working Capital Adjustment Amount;

PLUS

- (c) the Completion Accounts Cash Adjustment Amount;

PLUS

- (d) the Completion Accounts Cash;

MINUS

- (e) the Completion Indebtedness;

MINUS

- (f) the Transaction Expenses.

3.2 At Completion, the Buyer shall pay to the Seller an amount which is equal to (the “**Completion Payment**”):

- (a) the Initial Purchase Consideration;

PLUS

- (b) the Estimated Completion Working Capital Adjustment Amount;

PLUS

- (c) the Estimated Completion Accounts Cash Adjustment Amount;

PLUS

- (d) the Estimated Completion Accounts Cash;

MINUS

- (e) the Estimated Completion Indebtedness;

MINUS

- (f) the Estimated Transaction Expenses.

3.3 The Completion Payment to the Seller shall be satisfied as follows:

- (a) first, an amount in satisfaction of the Completion Payment that is equal to \$20,000,000, by the issue of the First Loan Notes equivalent to that amount to the Seller (for the benefit of the Seller, or to such person as the Seller may notify in writing to the Buyer prior to Completion) under the terms of the Loan Note Instruments;
- (b) second, an amount in satisfaction of the Completion Payment that is equal to \$30,000,000, by the issue of the Second Loan Notes equivalent to that amount to the Seller (for the benefit of the Seller, or to such person as the Seller may notify in writing to the Buyer prior to Completion) under the terms of the Loan Note Instruments; and
- (c) third, the amount of the Completion Payment that remains to be satisfied after the deduction of the amounts set out in clause 3.3(a) and 3.3(b) (such amount being the "**Share Consideration Sum**"), by the allotment of the Consideration Shares to the Seller (for the benefit of the Seller, or to such person as the Seller may notify in writing to the Buyer prior to Completion) (together with any Fractional Amounts, if applicable) equivalent to the Share Consideration Sum as calculated (and, in the case of Fractional Amounts, determined and paid) in accordance with clause 3.4,

and (for the avoidance of doubt) provided always that in connection with the Completion Payment there shall be no reduction or adjustment to the amounts set out in (and corresponding number of First Loan Notes and Second Loan Notes to be issued pursuant to) clauses 3.3(a) and 3.3(b), if and to the extent that the Completion Payment is less than the sum of such amounts, which shall remain payable to the Seller;

3.4 The number of Consideration Shares to be issued by the Buyer pursuant to clause 3.3(c) shall be equal to the Share Consideration Sum divided by \$3.0488 (the "**Trading Price**"), provided that no fractional shares shall be issued and the aggregate of any fractional amounts to which the Seller would otherwise be entitled to receive ("**Fractional Amounts**") will: (i) be settled in U.S. dollars; and (ii) paid to the Seller (for the benefit of the Seller, or such person as the Seller may notify to the Buyer prior to Completion) in cleared funds and by way of electronic funds transfer in cash denominated in U.S. dollars to the Seller's Account so as to be received by the Seller (or such person so nominated in writing by the Seller) on the Completion Date. The receipt of the Consideration Shares and the Fractional Amounts by the Seller (or such person so nominated in writing by the Seller) pursuant to clauses 3.3(c), 3.4 and 5.3 shall constitute a good and sufficient discharge for the Buyer of its obligations to satisfy the relevant portion of the Completion Payment as set out at clause 3.3(c).

3.5 Any payment made by any party under this agreement including any decrease by way of set off in the First Loan Notes in accordance with this agreement (including any amount paid or deducted or decreased by way of set off in accordance with this agreement in respect of any breach of the Fundamental Warranties, any Indemnity Claim and Tax Covenant and/or any other Claim) other than an Insured Claim, shall in each case, to the extent permitted by Applicable Law, be treated as an adjustment to the Final Purchase Price for the Sale Shares to the extent of the payment or adjustment, and such Final Purchase Price shall be deemed to have been reduced (or increased, as the case may be) by the amount of such payment or adjustment.

3.6 Each party agrees to provide all information and assistance reasonably requested in writing by any other party or its lawyers to enable the party making the request or its lawyers to comply with Applicable Laws relating to anti-money laundering.

4. Purchase Price Adjustments

- 4.1 The Buyer shall prepare and deliver to the Seller draft Completion Accounts (which shall include a draft statement of the Completion Working Capital, the Completion Working Capital Adjustment Amount, Completion Accounts Cash, the Completion Accounts Cash Adjustment Amount, Completion Indebtedness, the Transaction Expenses and the resulting adjustments and payments to be made pursuant to clauses 4.11 to 4.16) in the form set out in the Completion Accounts Spreadsheet (the "**Draft Buyer Completion Accounts**") as soon as reasonably practicable and in any event within 60 Business Days following Completion.
- 4.2 The Seller shall within 20 Business Days after delivery of the Draft Buyer Completion Accounts, deliver to the Buyer a report (a "**Report**") setting out any matters of disagreement with the Draft Buyer Completion Accounts in reasonable detail and specifying in reasonable detail the adjustments the Seller considers should be made to the Draft Buyer Completion Accounts and if:
- (a) no Report is delivered within such period, the Completion Accounts (including the Completion Working Capital, the Completion Working Capital Adjustment Amount, Completion Accounts Cash, the Completion Accounts Cash Adjustment Amount, Completion Indebtedness and the Transaction Expenses) shall be those shown in the Draft Buyer Completion Accounts delivered under clause 4.1 and shall be final and binding on the parties for all purposes; and
 - (b) a Report is delivered within such period, the Completion Accounts (including the Completion Working Capital, the Completion Working Capital Adjustment Amount, Completion Accounts Cash, the Completion Accounts Cash Adjustment Amount, Completion Indebtedness and the Transaction Expenses) shall be those shown in the Draft Buyer Completion Accounts, save where an adjustment to such amounts is:
 - (i) agreed in writing between the Buyer and the Seller (each attempting in good faith to reach agreement); or
 - (ii) determined by the Expert Accountant nominated in accordance with clause 4.5,in which case, the Completion Accounts (including, as applicable, Completion Working Capital, the Completion Working Capital Adjustment Amount, Completion Accounts Cash, the Completion Accounts Cash Adjustment Amount, Completion Indebtedness and the Transaction Expenses) shall be as so adjusted and shall be final and binding on the parties for all purposes.
- 4.3 If the Seller delivers a Report in accordance with clause 4.2, then only the items set out in the Report (and, if applicable, any other items which the Seller or the Buyer reasonably considers to be impacted by the Report if and to the extent such items are reasonably consequential and ancillary to the matters in dispute) shall be treated as being in dispute and no further items may be raised by either party in relation to the Draft Buyer Completion Accounts;
- 4.4 For the purposes of preparing and reviewing the Completion Accounts, each party shall procure that the other parties and their accountants and any Expert Accountant nominated under clause 4.5 are given reasonable access at reasonable times (including during normal office hours) to:
- (a) the accounting records and working papers required or used for; and
 - (b) all staff of the relevant party and the accountants who have been engaged in,

the preparation of the Accounts, the Management Accounts and/or the Draft Buyer Completion Accounts and that the staff referred to in clause 4.4(b) answer all reasonable questions put to them within a reasonable time period.

Expert Accountant

4.5 If, after 10 Business Days following the delivery by the Seller to the Buyer of a Report, there remains an outstanding dispute between the Buyer and the Seller about the Completion Accounts and the determination of any of the Completion Working Capital, the Completion Working Capital Adjustment Amount, Completion Accounts Cash, the Completion Accounts Cash Adjustment Amount, Completion Indebtedness or the Transaction Expenses (each a "**Completion Accounts Dispute**"), the Buyer or the Seller may refer any matter in dispute to:

- (a) an accountant nominated jointly by them and who accepts such nomination; or
- (b) failing acceptance of such nomination within 10 Business Days of a request for joint nomination by either of them, a member of an independent firm of chartered accountants nominated by the then President of the Institute of Chartered Accountants in England and Wales ("**ICAEW**") on the joint application of the Buyer and the Seller (the person jointly nominated pursuant to clause 4.5(a) or so nominated in accordance with this clause 4.5(b) being the "**Expert Accountant**"). The cost of such nomination request shall be borne equally between the Buyer and the Seller. If either:
 - (i) the Buyer or the Seller fails to take all action necessary to request nomination from the ICAEW; or
 - (ii) the Buyer or the Seller fail to pay their respective proportion of the ICAEW fee,

in each case within 10 Business Days after a request by the other party to do so, the non-defaulting party shall request London Court of International Arbitration to nominate a member of an independent firm of chartered accountants as Expert Accountant.

4.6 The Expert Accountant shall:

- (a) be instructed by the parties to determine as soon as practicable all matters that are the subject of a Completion Accounts Dispute having regard to the Draft Buyer Completion Accounts and the Report including what, if any, adjustments should be made to the Draft Buyer Completion Accounts;
- (b) for the purpose of making the determination under clause 4.6(a) determine:
 - (i) any issue as to interpretation of this agreement that relates to the determination of a Completion Accounts Dispute;
 - (ii) the Expert Accountant's jurisdiction to determine any matter; or
 - (iii) the Expert Accountant's terms of reference;
- (c) adopt such procedures to assist with the conduct of the determination as the Expert Accountant reasonably considers appropriate including instructing professional advisers to assist in reaching such determination;

- (d) not make any determination under clause 4.6(a) which would result in any adjustment being made in a manner or to an extent that is inconsistent with or contrary to clauses 4.11 to 4.16 (inclusive);
- (e) not assign a dollar amount to any item in dispute greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party, in each case within the Draft Buyer Completion Accounts and the Report; and
- (f) act as an expert and not as an arbitrator,

and the Expert Accountant's decision will be final and binding on the parties except in the case of manifest error (in which case the determination shall be void and a new Expert Accountant shall be appointed in accordance with the provisions of clause 4.5). The Expert Accountant's fees and expenses will be payable by the Seller and the Buyer in such proportions as the Expert Accountant shall direct and for such purpose the Expert Accountant shall take into account the determinations made pursuant to clauses 4.5 to 4.10 or, failing such direction, equally between the parties. If any party fails to give the Expert Accountant any required undertaking or advance contribution as regards its fees and expenses it will be open to the other party to give such undertaking or make such contribution and to the extent the Expert Accountant so decides such party shall be entitled to be reimbursed by the other party.

4.7 No party shall be entitled to make any objection to the appointment of the Expert Accountant on the ground that the Expert Accountant imposes limits on the Expert Accountant's liability in relation to the carrying out of relevant instructions under this agreement.

4.8 The Seller and the Buyer shall co-operate with the Expert Accountant in good faith and comply with its reasonable requests made in connection with the carrying out of its duties under this agreement. Without prejudice the generality of the foregoing, the Buyer shall keep up-to-date and shall make available to the Expert Accountant all books and records relating to the Group during reasonable times (including normal office hours) as the Expert Accountant may reasonably request during the period from the appointment of the Expert Accountant until the making of the relevant determination.

4.9 Nothing in this clause 4 or schedule 6 shall entitle a party or the Expert Accountant access to any information or document (or a part of that information or document, as applicable) if and to the extent it is protected by legal, professional or litigation privilege, provided that no party shall be entitled to refuse to supply such part or parts of information or documents as contains only the facts on which the relevant claim or argument is based or are otherwise not protected by legal, professional or litigation privilege.

4.10 The Seller and the Buyer shall, and shall procure that the Expert Accountant and their respective accountants and other advisers shall, keep all information and documents provided to them pursuant to this clause 4 and/or schedule 6 confidential and shall not use the same for any purpose, except for disclosure or use in connection with the preparation of the draft Completion Accounts, the statements referred to in clause 4.1, the Report, the proceedings of the Expert Accountants or any related matter arising out of this Agreement, the Transaction Documents or the Completion Accounts Dispute.

Completion Accounts Adjustment

4.11 Working Capital Adjustment

- (a) If the Completion Working Capital Adjustment Amount is less than the Estimated Completion Working Capital Adjustment Amount, the Seller shall pay to the

Buyer an amount equal to such portion of the deficiency, in accordance with clause 4.16; and

- (b) If the Completion Working Capital Adjustment Amount is *more* than the Estimated Completion Working Capital Adjustment Amount, the Buyer shall pay to the Seller an amount equal to such portion of the excess, in accordance with clause 4.16.

4.12 Completion Accounts Cash Adjustment

- (a) If the Completion Accounts Cash Adjustment Amount is *less* than the Estimated Completion Accounts Cash Adjustment Amount, the Seller shall pay to the Buyer an amount equal to the deficiency, in accordance with clause 4.16; and
- (b) If the Completion Accounts Cash Adjustment Amount is *more* than the Estimated Completion Accounts Cash Adjustment Amount, there shall be no adjustment or payment.

4.13 Completion Accounts Cash

- (a) If the Completion Accounts Cash is less than the Estimated Completion Accounts Cash, the Seller shall pay to the Buyer an amount equal to the deficiency, in accordance with clause 4.16; and
- (b) If the Completion Accounts Cash is more than the Estimated Completion Accounts Cash, the Buyer shall pay to the Seller an amount equal to any such deficiency in accordance with clause 4.16.

4.14 Completion Indebtedness Adjustment

- (a) If the Completion Indebtedness is *greater than* the Estimated Completion Indebtedness, the Seller shall pay to the Buyer an amount equal to any such excess, in accordance with clause 4.16; and
- (b) If the Completion Indebtedness is *less than* the Estimated Completion Indebtedness, the Buyer shall pay to the Seller an amount equal to any such deficiency in accordance with clause 4.16.

4.15 Transaction Expenses Adjustment

- (a) If the Transaction Expenses are *more than* the Estimated Transaction Expenses, the Seller shall repay to the Buyer an amount equal to such excess, in accordance with clause 4.16; and
- (b) If the Final Transaction Expenses are *less than* the Estimated Transaction Expenses, the Buyer shall pay to the Seller an amount equal to any such deficiency, in accordance with clause 4.16.

4.16 Adjustment payments

- (a) Any amount payable between the Buyer and the Seller pursuant to clauses 4.11 to 4.15 shall be set off against each other to produce a net sum (such net sum being the "**Net Completion Accounts Adjustment Amount**"), with one payment to be made between the Buyer and the Seller in accordance with clauses 4.16(c) to 4.16(f).
- (b) If the Net Completion Accounts Adjustment Amount results in a net amount being payable to the Seller then, as soon as reasonably practicable and in any event

within ten (10) Business Days of the Completion Accounts becoming final and binding in accordance with this clause 4, the Buyer shall pay to the Seller the Net Completion Accounts Adjustment Amount.

- (c) A payment under clause 4.16(b) shall be satisfied by the issue to the Seller (for the benefit of the Seller, or such person as the Seller may notify to the Buyer prior to Completion) of an additional number of First Loan Notes with a face value of an amount equal to such payment, in accordance with and pursuant to the terms of the Loan Note Instruments provided that the further issue of First Loan Notes under this clause 4.16(c) shall not exceed an amount equal to \$3,500,000. For the avoidance of doubt, the Seller shall be entitled to interest on the initial principal amount of such additional number of First Loan Notes from the date of issue, in accordance with the terms of the Loan Note Instrument.
- (d) If the Net Completion Accounts Adjustment Amount results in a net amount being payable to the Buyer then, as soon as reasonably practicable and in any event within ten (10) Business Days of the Completion Accounts becoming final and binding in accordance with this clause 4, the Seller shall pay to the Buyer the Net Completion Accounts Adjustment Amount.
- (e) A payment under clause 4.16(d) shall be satisfied by way of set-off of the principal amount of the First Loan Notes equal to the amount for which the Seller is liable under clause 4.16(d) in satisfaction of the same such payment, provided that the amount so set-off pursuant to this clause 4.16(e) shall not exceed an amount equal to \$3,500,000. For the avoidance of doubt, the Seller shall be entitled to retain any accrued and unpaid interest on the initial principal amount of the First Loan Notes that are subject to set-off through to (but excluding) the date of such set-off pursuant to the terms of the Loan Note Instruments and any accrued and unpaid interest in respect of the First Loan Notes shall not be applied towards any such set-off.
- (f) If the Net Completion Accounts Adjustment Amount is zero then no payment is due under clause 4.15 and there shall be no increase or decrease to the First Loan Notes.
- (g) A set-off referred to in this clause 4.16 is limited only to a set-off of: (i) a liability of the Buyer to pay the relevant principal amount under the First Loan Notes to the Seller; and (ii) a liability of the Seller to the Buyer to pay the relevant amount pursuant to clause 4.16(d), and not to any other right of set off as may exist under this agreement.

4.17 Except as otherwise required by Applicable Law, all payments made pursuant to clause 4.16 shall be treated by the parties as adjustments to the Final Purchase Price for U.S. federal (and applicable state, local, and non-U.S.) income Tax purposes and each of the Seller and the Buyer and their respective Affiliates parties agree not to take any position inconsistent with such treatment on any Tax Return or in connection with any Tax audit, except as otherwise required by a final determination by an applicable Tax Authority.

5. Completion

5.1 Completion shall commence immediately following execution of this agreement and shall take place remotely by electronic exchange of documents and signatures by or on behalf of the parties in accordance with part 3 of schedule 4 on the date of this agreement (or on such other date and/or place agreed by the Buyer and the Seller in writing).

5.2 At Completion:

- (a) the Seller shall do (or procure the doing) of those things listed in part 1 of schedule 4; and
- (b) the Buyer shall:
 - (i) issue and allot the Consideration Shares to the Seller in accordance with clauses 3.3(c), 3.4 and 5.3;
 - (ii) issue the Loan Notes in accordance with clause 3.3(a) and clause 3.3(b);
 - (iii) pay the Fractional Amounts to the Seller in accordance with clause 3.4;
 - (iv) (A) pay and transfer by electronic fund transfer in cash an amount equal to \$50,000,000 to the Company so as to be received by the Company on the Completion Date; and (B) procure that, on the Completion Date, such amount is applied towards (and applied solely for the purposes of) the Principal Loan Partial Repayment. Written evidence (to the Seller's reasonable satisfaction) of each of (A) and (B) shall be provided by the Buyer to the Seller on the Completion Date; and
 - (v) do (or procure the doing) of those things listed in of part 2 of schedule 4,

and all documents, instruments and items and payments received by a party from another in connection with Completion shall, unless the sending party expressly states otherwise, be held by the recipient party to the order of the sending party until such time as:

- (A) all documents, instruments and items required to be issued, allotted, received or delivered at Completion (including the Consideration Shares and the Loan Notes) have been so issued, allotted, received or delivered (or the person so entitled to has waived such issuance, allotment, receipt or delivery);
- (B) all payments to be made pursuant to clause 5.2(b)(iii) and 5.2(b)(iv)(A) in immediately cleared funds have been duly received in the relevant bank accounts and, in respect of clause 5.2(b)(iv)(B), the written evidence required pursuant to that clause has been received by the Seller in accordance with such clause,

in which case the documents, instruments, items and payments received in connection with Completion shall cease to be held to the order of the person delivering them, shall be released, and Completion shall have taken place.

5.3 In connection with the issuance of the Consideration Shares pursuant to clause 3.3(c), at Completion the Buyer will deliver to the Seller (or (if applicable) an Affiliate of the Seller or Wider K1 Person as the Seller has notified the Buyer in writing prior to Completion to receive the Consideration Shares), for the benefit of the Seller, the Consideration Shares by issuing and allotting such shares directly to GTU Ops Inc and shall procure that it holds in depositary receipt form for the Seller (or (if applicable) an Affiliate of the Seller or Wider K1 Person as the Seller has notified the Buyer in writing prior to Completion to receive the Consideration Shares), for the benefit of the Seller, and enters the Seller's name (or (if applicable) such person as the Seller has notified the Buyer in writing prior to Completion to receive the Consideration Shares) on the register of depositary receipts (as held by Computershare Trust Company N.A) as the beneficial holder of such Consideration Shares (with such entitlement to be represented by the issue of depositary receipt certificates by the Buyer's registrar and depositary). The Buyer shall procure that the depositary receipt(s) in connection with the Consideration Shares is delivered to the Seller (to the address nominated by the Seller in writing) as soon as is reasonably practicable following Completion.

5.4 If a party breaches clause 5.2 on the Completion Date, Seller (in the case of a breach by the Buyer) and the Buyer (in the case of a breach by the Seller) shall be entitled (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) by written notice to the other party:

- (a) to defer Completion and the Completion Date for a period of up to two (2) Business Days after the initial Completion Date) and this clause 3 shall apply to such deferred Completion and such deferred Completion Date, provided that the Completion Date can only be deferred once by a party;
- (b) to effect Completion as far as practicable having regard to the defaults which have occurred; or
- (c) to terminate this agreement, provided that Completion has first been deferred in accordance with clause 5.4(a) by such party seeking to terminate this agreement. Upon the giving of such written notice, this agreement shall cease to have effect, except that any rights and liabilities that have accrued before such termination shall continue in full force and effect.

6. Seller Warranties and indemnities

6.1 Subject to clause 6.6, the Seller warrants to the Buyer that each of the Seller Warranties (other than the Title and Capacity Warranties) is true and accurate as at the date of this agreement.

6.2 The Seller warrants to the Buyer that each of the following matters is true and accurate as at the date of this agreement:

- (a) the Seller, is the sole legal and beneficial owner of, and is entitled to transfer legal and beneficial title to the Sale Shares;
- (b) the Sale Shares are fully paid (or credited as fully paid) and constitute the whole of the Seller's interest in the allotted and issued share capital of the Company;
- (c) there is no Encumbrance (other than Principal Loan Permitted Encumbrances) on, over or affecting the Sale Shares, there are no arrangements or obligations to create any such Encumbrances and no claim has been made by any person:
 - (i) that such person is entitled to any such right or has the benefit of any such Encumbrance in respect of the Sale Shares; or
 - (ii) to be entitled to any such right or the right to have an Encumbrance on such Sale Shares created in that person's favour;
- (d) such Seller has the requisite power and authority to enter into and to perform its obligations under this agreement and the other Transaction Documents to which that Seller is a party;
- (e) the obligations of such Seller under this agreement constitute, and the obligations of such Seller under the other Transaction Documents to which it is a party, shall constitute when delivered, valid and binding obligations of that Seller in accordance with their respective terms;
- (f) the execution and delivery of, and the performance by such Seller of its obligations under this agreement and the other Transaction Documents to which it is a party shall not:

- (i) result in a material breach of any provision of any shareholders agreements, the Bylaws or any equivalent constitutional documents;
 - (ii) result in a breach of, or constitute a default under, any instrument to which that Seller is a party or by which that Seller is bound;
 - (iii) result in a breach of any order, judgment or decree of any court or governmental authority to which that Seller is a party or by which that Seller is bound; or
 - (iv) require the consent of any other person except such consent as has already been given,
- (g) the Seller has obtained all necessary approvals, consents or permissions, whether formal or informal, to enter into this agreement and the other Transaction Documents to which it is a party and carry out its obligations here and thereunder; and
- (h) no Insolvency Event has occurred in relation to that Seller.

6.3 The Seller warrants to the Buyer that each of the following matters are true and accurate as at the date of this agreement and (if different to the Completion Date) will be true and accurate on the date of issue of the Consideration Shares as if they had been repeated immediately prior to the issue of any Consideration Shares by reference to the facts and circumstances then existing:

- (a) it is acquiring the Consideration Shares solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof;
- (b) it acknowledges that the Consideration Shares are not, and may not be, registered under the Securities Act, as amended, or any state securities laws, and that the Consideration Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act, as amended, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable;
- (c) it has such knowledge and experience in financial and business matters so that it is capable of evaluating the merits and risks of its investment in the Buyer;
- (d) it understands and acknowledges that an investment in the Buyer involves risk;
- (e) it can bear the economic risk of its investment in Consideration Shares; and
- (f) it is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

6.4 Notwithstanding anything contained in this agreement to the contrary, the Seller acknowledges and agrees that:

- (a) neither the Buyer nor any other person is making any representations or warranties whatsoever, express or implied, at law or in equity, beyond those expressly given by the Buyer in part 4 of schedule 2, and that it is not relying on any other representations or warranties not expressly made by the Buyer in part 4 of schedule 2;
- (b) it has conducted its own independent investigation of the condition (financial or otherwise), results of operations and business, assets, liabilities, properties and

projected operations of the Buyer and such other matters as it has deemed appropriate in connection with the Transaction;

- (c) in making its determination to proceed with the Transaction, it has relied solely on the results of its own independent investigation; and
- (d) it is an informed and sophisticated person.

- 6.5 Any Warranty qualified by the expression “*so far as the Seller is aware*” or any similar expression shall, unless otherwise stated, be deemed to refer to the actual knowledge of [***], having made reasonable enquiries of [***].
- 6.6 The Seller Warranties are subject to the matters which are Disclosed in and pursuant to the Disclosure Letter or contained in any Transaction Document and, accordingly, the Buyer shall not be entitled to claim that any fact, matter or circumstance causes any of the Seller Warranties to be breached (or that any Seller Warranty is untrue or inaccurate) if such fact, matter or circumstance is contained in any Transaction Document or has been so Disclosed. For the avoidance of doubt, no matter may be Disclosed or shall be deemed Disclosed against any Fundamental Warranty (other than the existence of the Principal Loan Permitted Encumbrances);
- 6.7 Each of the Seller Warranties shall be construed as being separate and independent and (except where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other Seller Warranties.
- 6.8 Except in the case of Fraud, the Buyer acknowledges that it does not rely on and has not been induced to enter into this agreement on the basis of any warranties, representations, covenants, undertakings, indemnities or other statements whatsoever, other than the Seller Warranties and acknowledges that neither the Seller nor any of its respective agents, officers or employees have given any such warranties, representations, covenants, undertakings, indemnities or other statements.
- 6.9 Subject to schedule 3 and the occurrence of Completion, the Seller shall on demand indemnify the Buyer against (and keep indemnified) the Buyer on receipt of a written demand from the Buyer any Losses (on a full indemnity basis) which are incurred by the Buyer, any member of the Buyer’s Group and/or any Group Company directly arising under the [***].
- 6.10 A payment by the Seller to the Buyer for an Indemnity Claim under clause 6.9 or [***] shall be satisfied by way of set off in the amount of the First Loan Notes in a principal amount equal to the amount for which the Seller is liable under clause 6.9 (subject always to schedule 3) in satisfaction of the same, provided that:
- (a) until the relevant Indemnity Claim has been Determined there shall be no amount payable by the Seller to the Buyer pursuant to clause 6.9 nor pursuant to this clause 6.10 by way of set off in the amount of First Loan Notes and the Buyer undertakes that it shall not take any steps (and shall procure that no other person take any steps) to give effect to such set off;
 - (b) the Seller shall be entitled to all accrued and unpaid interest on the initial principal amount of the First Loan Notes that are subject to set-off through to (but excluding) the date of such set-off in accordance with clause 6.10(a), pursuant to the terms of the Loan Note Instruments, and any accrued and unpaid interest in respect of the First Loan Notes shall not be applied towards any such decrease by way of set-off under this clause 6.10;
 - (c) if and to the extent that: (i) the First Loan Notes have reached maturity and any amounts due under the First Loan Notes been fully paid by the time that such

Claim is Determined; or (ii) the First Loan Notes have been decreased by way of set off, in each case pursuant to payments of the Seller satisfied by the valid decrease of such First Loan Notes under clauses 4.16(e), 4.16(d), 6.10 or 6.11 in such amount that cannot fully satisfy the amount for which the Seller is liable, then a payment shall be paid by the Seller to the Buyer in cash, in an amount equal to the amount for which the Seller is liable under this agreement (or, if applicable, an amount equal to such amount as corresponds to the difference between the First Loan Notes remaining available to be decreased by way of set off and the amount for which the Seller is liable); and

- (d) a set-off referred to in this clause 6.10 is limited only to a set-off of: (i) a liability of the Buyer to pay the relevant principal amount under the First Loan Notes to the Seller; and (ii) a liability of the Seller to the Buyer to pay the relevant amount pursuant to clause 6.9 and 6.10, and not to any other right of set off as may exist under this agreement.

6.11 A payment by the Seller to the Buyer for all Claims which are not Insured Claims or Indemnity Claims shall be satisfied by way of set off in the amount of the First Loan Notes in a principal amount equal to the amount for which the Seller is liable under this agreement in satisfaction of the same, provided that:

- (a) until such Claim has been Determined there shall be no amount payable by the Seller to the Buyer under this agreement by way of set off in the amount of First Loan Notes and the Buyer undertakes that it shall not take any steps (and shall procure that no other person take any steps) to give effect to such decrease;
- (b) the Seller shall be entitled to all accrued and unpaid interest on the initial principal amount of the First Loan Notes that are subject to set-off through to (but excluding) the date of such set-off in accordance with clause 6.11(a), pursuant to the terms of the Loan Note Instruments, and any accrued and unpaid interest in respect of the First Loan Notes shall not be applied towards such any decrease by way of set-off under this clause 6.11;
- (c) if and to the extent that: (i) the First Loan Notes has reached maturity and any amounts due under the First Loan Notes been fully paid by the time that such Claim is Determined; or (ii) the First Loan Notes have been decreased by way of set off, in each case pursuant to payments of the Seller satisfied by the valid decrease of such First Loan Notes under clauses 4.16(d), 4.16(e), 6.10 or 6.11 in such amount that cannot fully satisfy the amount for which the Seller is liable, then a payment shall be paid by the Seller to the Buyer in cash, in an amount equal to the amount for which the Seller is liable under this agreement (or, if applicable, an amount equal to such amount as corresponds to the difference between the First Loan Notes remaining available to be decreased by way of set off and the amount for which the Seller is liable); and
- (d) A set-off referred to in this clause 6.11 is limited only to a set-off of: (i) a liability of the Buyer to pay the relevant principal amount under the First Loan Notes to the Seller; and (ii) a liability of the Seller to the Buyer to pay the relevant amount pursuant to clause 6.9 and 6.11, and not to any other right of set off as may exist under this agreement.

7. Buyer Warranties

7.1 The Buyer warrants to the Seller that each of the Buyer Warranties is true and accurate as at the date of this agreement and in respect of the warranties set out at paragraph 3 of Part 4 of schedule 2 such warranties will be true and accurate on the date of issue of any Consideration Shares and Loan Notes (if different to the Completion Date) as if they

had been repeated immediately prior to the issue of any Consideration Shares and/or Loan Notes (as applicable).

7.2 Each of the Buyer Warranties shall be construed as being separate and independent and (except where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other Buyer Warranties.

7.3 Notwithstanding anything contained in this agreement to the contrary, the Buyer acknowledges and agrees that:

- (a) no Group Company nor any other person is making any representations or warranties whatsoever, express or implied, at law or in equity, beyond the Seller Warranties (and subject always to any matters Disclosed in accordance with clause 6.6), and that in entering into this agreement it is not relying on any other representations or warranties not expressly made by the Seller under the Seller Warranties (and subject always to any matters Disclosed in accordance with clause 6.6);
- (b) it has conducted its own independent investigation of the condition (financial or otherwise), results of operations and business, assets, liabilities, properties and projected operations of the Group Companies and the Group as a whole and such other matters as it has deemed appropriate in connection with the Transaction; and
- (c) in making its determination to proceed with the Transaction, it has relied on the provisions of this agreement, the other Transaction Documents, the W&I Policy and the results of its own independent investigation.

8. Limitations on liability

No liability shall attach in respect of a Claim if and to the extent that the limitations set out in schedule 3 (or as otherwise expressly set out in this agreement) apply to limit such Claim and, in respect of any Claim under the Tax Covenant or the Tax Warranties, the limitations in schedule 5 (Tax Covenant) shall also apply.

9. Taxation

The provisions of schedule 5 shall apply with effect from Completion.

10. Post-Completion obligations

10.1 With effect from and conditional upon Completion, the Seller and the Buyer agree that each shall and shall procure that any other necessary party shall promptly:

- (a) execute such documents and do such acts and things as may be necessary; and
- (b) do, or procure the doing of, all such further acts or things,

in each case, as the other party, acting reasonably, may from time to time require, to give full effect to this agreement.

10.2 Until the date that is the earliest of: (i) 90 days following the Form F-3 relating to the Consideration Shares being declared or otherwise becoming effective (provided, that any day on which the Form F-3 is not available for resales shall be excluded from the calculation of such 90-day period); and (ii) the Seller holding less than 40% of the Consideration Shares, the Buyer will not, without the Seller's prior written consent:

- (a) make any changes, variations or modifications to the voting or economic rights attaching to the Consideration Shares as at the date of this agreement in a manner that would be disproportionately adverse to the Seller when compared to the general body of holders of RZLV Shares (including, for the avoidance of doubt, any RZLV Shares held legally or beneficially by the Founder (it being acknowledged that as at the date of this agreement the Founder has weighted voting rights pursuant to Article 5(b) of the Articles));
- (b) issue any new class of security in the Buyer having preferential voting or economic rights that would be disproportionately adverse to the Seller when compared to the general body of holders of RZLV Shares (including, for the avoidance of doubt, any RZLV Shares held legally or beneficially by the Founder (it being acknowledged that as at the date of this agreement the Founder has weighted voting rights pursuant to Article 5(b) of the Articles)), other than pursuant to an existing agreement or arrangement in existence as at the date of this agreement which has been provided to the Seller prior to the date of this agreement; or
- (c) convert any of the Seller's RZLV Shares into deferred shares in the capital of the Buyer.

For the avoidance of doubt, nothing in this clause 10.2 shall restrict the Buyer from taking the following actions, save where to do so would be inconsistent with clauses 10.2(a) to 10.2(c) or Articles or (save with respect of clause 10.2(ee)) is or would not be in compliance with Applicable Law:

- (x) allotting or issuing or agreeing to allot or issue RZLV Shares or allotting, issuing or agreeing to allot or issue options, warrants or other securities convertible into or exchangeable for RZLV Shares (in each case including to new and/or existing investors, for any mergers, acquisitions or other strategic transactions, under an at-the-market program or under current or future share/incentive plans, as may be amended or modified from time to time);
- (y) pursuing a buyback of shares in the capital of RZLV which is made available to all eligible holders of RZLV Shares at the relevant time and in a manner that would not be disproportionately adverse to the Seller when compared to the general body of holders of RZLV Shares (including, for the avoidance of doubt, any RZLV Shares held legally or beneficially by the Founder, it being acknowledged that as at the date of this agreement the Founder has weighted voting rights pursuant to Article 5(b) of the Articles);
- (z) giving effect to any grant, conversion or exchange right, warrant or option into RZLV Shares in existence as at the date of this Agreement;
- (aa) making pro-rata dividend payments in respect of RZLV Shares;
- (bb) effecting any de-listing of the Buyer from any securities exchange on which it is listed;
- (cc) amending or varying in any way the terms of any share plan or incentive scheme in existence as at the date of this agreement or introducing a new such plan or scheme;
- (dd) having arrangements related to fractional shares in which shareholders of the Buyer may be treated differently; or
- (ee) doing anything necessary to comply with Applicable Law.

- 10.3 The Buyer agrees that, no later than five (5) Business Days following Completion, it will provide (or procure the provision of) to the Seller a written confirmation (in a form reasonably satisfactory to the Seller) from the lender confirming that the Principal Loan Partial Repayment has been received by them in full discharge of the Principal Loan Partial Repayment owed by the Company, or its subsidiaries, under the Principal Loan.
- 10.4 The Buyer agrees that, following Completion, neither Seller (nor any of its Affiliates, including for these purposes any Wider K1 Person) shall be required to maintain any insurance policies that it does or may maintain prior to Completion in relation to the Group. If the Seller (or any of its Affiliates, including for these purposes any Wider K1 Person) decides to maintain any of such policies, the Buyer shall not be entitled to benefit from such policies and the Buyer will put in place its own insurances as it shall, without prejudice to clause 13, require in relation to the Group.
- 10.5 The Seller undertakes and agrees not to sell, transfer or dispose of any Consideration Shares on a given Trading Day representing more than 2% of the Daily Traded Amount of RZLV Shares over the previous 90 Trading Days.
- 10.6 The Buyer acknowledges and agrees that: (i) within 60 days following Completion, the Buyer shall procure a listing of the Loan Notes on a "recognised stock exchange" (as defined in Section 1005 of the Income Tax Act 2007 of the United Kingdom); and (ii) if and to the extent that an additional number of First Loan Notes are issued pursuant to clauses 4.16(b) and 4.16(c), the Buyer shall procure such First Loan Notes are listed in the same manner as for clause 10.6(i) within the time period prescribed by clauses 4.16(b) and 4.16(c), and in each case the Buyer shall maintain that listing for so long as the Loan Notes are outstanding. The Seller undertakes to the Buyer to provide all reasonable assistance in connection therewith.
- 10.7 The Buyer acknowledges and agrees that, within 45 days following Completion, it shall have in place the security or collateral arrangements that is required in favour of the lenders with respect to the Loan Notes and the Loan Note Instruments;
- 10.8 Notwithstanding anything to the contrary in this agreement (including the Tax Covenant):
- (a) the Seller shall (and shall procure that its Affiliates shall) on the one hand, and the Buyer shall (and shall procure that its Affiliates shall), on the other hand, promptly notify the other parties upon receipt of notice of any pending or threatened United States federal, state or local Tax audits, examinations, assessments of other proceedings which could result in the assessment, directly or indirectly, of any Consolidated or Combined Taxes in respect of Pre-Completion Tax Periods (an "**Applicable Tax Proceeding**"). The Buyer and the Seller shall (and shall procure that their respective Affiliates shall) : (i) conduct such Applicable Tax Proceeding diligently and in good faith; (ii) allow all relevant parties to participate (at each participating party's sole cost and expense) fully in such Applicable Tax Proceeding (including by attending any meeting with any applicable Tax Authority); (iii) keep all relevant parties reasonably informed as to the progress of such Applicable Tax Proceeding; and (iv) not settle such Applicable Tax Proceeding without the Buyer and the Seller first consenting to the same in writing (which such consent shall not be unreasonably withheld or delayed);
 - (b) The Buyer shall: (i) be responsible for the preparation and filing of all Income Tax Returns (including Consolidated or Combined Returns) required by Applicable Law to be filed by, or with respect to, the Group Companies in respect of Pre-Completion Tax Periods; and (ii) pay all Income Tax liabilities shown by such Income Tax Returns to be due.

- (c) Solely with respect to Consolidated or Combined Returns for Pre-Completion Tax Periods filed with respect to the U.S. consolidated group of which the Group Companies formed within the U.S. (or any U.S. state or local) are a part, the Buyer shall prepare such Income Tax Returns in a manner consistent with past practice, except as otherwise required by Applicable Law, and shall provide each Income Tax Return to the Seller in draft form at least 20 days prior to the filing date of such Income Tax Return and consider in good faith any comments provided by the Seller with respect thereto.
- (d) Without the prior written consent of the Seller (such consent not to be unreasonably withheld or delayed), the Buyer will not (and will cause each of its Affiliates, including any Group Company, not to) take any of the following actions in respect of any Consolidated or Combined Return filed in the United States or any jurisdiction within the United States for any Group Company in respect of Pre-Completion Tax Periods (other than any action required by Applicable Law):
- (i) file, refile, amend or otherwise modify any Income Tax Return for any Pre-Completion Tax Period (including filing in any jurisdiction where the applicable Group Company has not historically filed Tax Returns);
 - (ii) extend or waive, or cause to be extended or waived, any statute of limitations or other period for the assessment of any Income Tax or deficiency related to an Income Tax Return for a Pre-Completion Tax Period;
 - (iii) make, change or revoke any election or accounting method or practice with respect to, or that has retroactive or retrospective effect on, Income Taxes for, or determined with respect to, any Pre-Completion Tax Period;
 - (iv) make, enter into or initiate any voluntary disclosure agreement, closing agreement, or any similar agreement with any Taxing Authority with respect to the Group Company for a Pre-Completion Tax Period; or
 - (v) enter into any transaction not specifically contemplated by this Agreement outside of the ordinary course of business on the Closing Date after the Closing.

In addition, each of the foregoing restrictions shall apply with respect to each other Income Tax Return filed by or with respect to any Group Company in respect of Pre-Completion Tax Periods that relates to, or could reasonably be expected to have any impact on, any Consolidated or Combined Return filed in the United States or any jurisdiction within the United States for any Group Company.

10.9 The provisions contained in this clause 10 shall continue to apply after Completion without limit in time.

11. Restrictive Covenants

11.1 Subject to clause 11.2, the Restricted Covenantor undertakes to the Buyer and each Group Company that after Completion it will not (and will procure that no Affiliate of the Restricted Covenantor will) either directly or by an agent and either on the Restricted Covenantor's own account or by or in association with or for the benefit of any other person directly or indirectly, [***].

11.2 The restrictions in clause 11.1 shall not prohibit the Restricted Covenantor or any of its Affiliates (including for these purposes any Wider K1 Person) from contacting, engaging or employing or otherwise retaining the services of any Material Employee:

- (a) who responds to the placing of an advertisement of a post available to a member of the public generally,
- (b) who is recruited through an employment agency, unless the Restricted Covenantor has, directly or indirectly, encouraged or advised such agency to approach such person or has drawn such advertisement to the attention of such person;
- (c) who approaches the Restricted Covenantor or any of its Affiliates (including for these purposes any Wider K1 Person) of their own initiative on an unsolicited basis; or
- (d) following the cessation of such Material Employee's employment with the Group, provided such cessation is not the result of any direct or indirect solicitation by the Restricted Covenantor or any of its Affiliates.

11.3 The Restricted Covenantor undertakes to the Buyer and each Group Company that it shall not, directly or indirectly, do or say anything in writing or otherwise which is or could reasonably be considered to be harmful to the reputation of the Buyer or any Group Company or any of their current or former Directors, officers or Employees.

11.4 The Buyer undertakes to the Seller that it shall not, and shall procure that each member of the Buyer's Group and its directors, officers, employees and consultants shall not, directly or indirectly, do or say anything in writing or otherwise which is harmful to the reputation of the Seller or any K1 Wider Person or any of their current or former partners, directors, officers, employees, limited or general partners or operating partners in their capacity as such.

11.5 The Restricted Covenantor acknowledges that the undertakings in clause 11.1 and 11.2(d) are fair and reasonable and that each of them is to be construed and take effect independently of the others as a separate undertaking by the Restricted Covenantor in relation to itself and its interests and shall be enforceable by the Buyer and each Group Company separately and independently of any right to enforce any one or more of the other undertakings contained in that clause.

11.6 The undertaking in clause 11.1 is intended for the benefit of, and shall be enforceable by, each of the Buyer and each Group Company, and shall apply to actions carried out by the Restricted Covenantor in any capacity (including as shareholder, partner, director, principal, consultant, officer, employee, agent or otherwise) and whether directly or indirectly, on the Restricted Covenantor's own behalf or on behalf of, or jointly with, any other person.

11.7 If a breach of clause 11.1 occurs, the Restricted Covenantor and the Buyer agree that damages may not be sufficient compensation and the Buyer and any Group Company may seek equitable relief (subject to the discretion of the courts).

12. Release of related party obligations

12.1 Effective from Completion, the Seller irrevocably and unconditionally warrants and undertakes that neither it nor any Affiliate of such Seller has (save in the case of Fraud) any claim or demand against any Group Company or against any of the directors, officers, employees, Advisers or agents of any Group Company (a "**Released Person**") and, on behalf of itself and each such Affiliate, hereby unconditionally and irrevocably waives, and releases and discharges (save in the case of Fraud) each Released Person

from, any and all existing and future claims or demands of any kind which it or any of its Affiliate may have against them and from any debts, liabilities, commitments and obligations which any Group Company may owe to them in each case whether known or unknown, contingent or actual, other than under the terms of this Agreement or any other Transaction Document or in connection with any other direct contractual obligation existing between the Seller or its Affiliates and any Released Person.

12.2 With effect from Completion, to the greatest extent permitted by Applicable Law, the Buyer shall procure that each Group Company grants a release and full discharge to the directors and officers of each Group Company as at immediately prior to Completion for all liabilities and obligations owed by them to a Group Company and shall procure that each Group Company grants a waiver providing that, other than with respect to the terms of this Agreement or any other Transaction Document, and in the absence of Fraud, such Group Company: (i) has no rights against (and waives any rights it may have against); and has no rights against (and waives any rights it may have against), any such persons in connection with their appointment as a director or officer of, or employment with, or conduct in relation to, any Group Company.

13. Run-off D&O insurance

13.1 The Buyer acknowledges that prior to Completion the Seller has arranged, at its cost, in respect of the Group Companies "run-off" directors' and officers' liability insurance policies for both current and former directors and officers of the Group Companies (including, without limitation, current directors and officers who retire or whose employment is terminated on or around Completion in connection with the Transaction), (the "**D&O Policies**"). The Buyer undertakes to the Seller to use best endeavours to procure the D&O Policies are maintained in full force and effect for the term of such policies and that such D&O Policies are not terminated, varied, waived or amended in a manner that have an adverse impact on the coverage of those policies with respect to such current or former directors and officers.

14. Confidentiality and Buyer's Press Release

14.1 Subject to clause 14.2, each party undertakes to the other party, and shall procure that each of its Advisers and Connected Persons (if and to the extent that they have received Confidential Information) shall, keep confidential any information which is obtained by that party (or a Connected Person or Adviser on their behalf) which:

- (a) relates to the negotiation or existence of this agreement or discussions or the identity of the parties (or their Affiliates, Associates or Connected Persons, including for these purposes any Wider K1 Person) in relation thereto, or in relation to any other Transaction Document or any other document referred to in this agreement;
- (b) relates to the provisions or the subject matter of this agreement, any other Transaction Document or any other document referred to in this agreement;
- (c) in the case of the Seller, is information relating to the business, financial and other affairs (including future plans and targets) of the Buyer or any of its Connected Persons (including, from Completion, any Group Company); and
- (d) in the case of the Buyer, is information which the Buyer has acquired about the business, financial and other affairs (including future plans and targets) of the Seller or any of its Affiliates or Connected Persons (including for these purposes any Wider K1 Person),

and which is received or obtained as a result of or in connection with entering into this Agreement or any other Transaction Document (being, collectively, "**Confidential Information**").

14.2 Notwithstanding clause 14.1, a party may disclose or use any such information if and to the extent (as appropriate to each party):

- (a) such disclosure is required by Applicable Law;
- (b) such disclosure is required in writing or requested in writing by a Competent Authority to which that party is subject or submits, wherever situated, whether or not the requirement for information has the force of law;
- (c) such disclosure is required in writing for the purpose of any judicial or arbitral proceedings arising out of this Agreement or any other Transaction Document;
- (d) such disclosure is made by sharing such information on a confidential basis with a Tax Authority in the course of dealing with its Tax affairs or the Tax affairs of any of its Affiliates (including for these purposes any Wider K1 Person);
- (e) required to vest the full benefit of any Transaction Document in that party;
- (f) such disclosure is made to the W&I Insurer or its professional advisers in connection with any claim under the W&I Insurance Policy and who is aware of the obligations of confidentiality and agrees to keep the information confidential and not to use any Confidential Information for any purpose other than the purpose for which it was disclosed;
- (g) such disclosure is made to a party to whom assignment is permitted under this Agreement, subject to such assignee undertaking to comply with the provisions of this clause 14 in respect of such Confidential Information as if it were a party to this Agreement;
- (h) it enters the public domain other than as a result of the unauthorised disclosure by a party or any of its Affiliates, Connected Persons (including for these purposes any Wider K1 Person) or its or their respective Advisers;
- (i) such disclosure is made in accordance with clauses 14.3 to 14.5 (inclusive) or the information is contained in the Buyer's Press Release;
- (j) it is in the possession of any party or of any of its or their Affiliates (including for these purposes any Wider K1 Person) or their Advisers free from any restriction as to its use or disclosure having been obtained otherwise than from the other parties for the purposes of this agreement;
- (k) such disclosure is made on a confidential basis to actual or potential buyers of all or part of Seller or its Affiliates (including for these purposes any Wider K1 Person) or any partners of the Seller or its Affiliates; or
- (l) a party has disclosed to any of its Affiliates (including for these purposes any Wider K1 Person and any of its or their co-investors, actual or potential debt or equity finance providers and/or operating partners) or its or their Advisers who need to know such information for the purposes of advising in relation to or furthering the provisions of this agreement and who are aware of the obligations of confidentiality and agree to keep the information confidential and not to use any Confidential Information for any purpose other than the purpose for which it was disclosed,

provided that any such information disclosed pursuant to clause 14.2(a), clause 14.2(b), clause 14.2(c) or clause 14.2(d) shall be disclosed (where reasonably practicable and not otherwise prohibited by Applicable Law) only after notice has been given to the other party of such requirement with a view to providing the other party with the opportunity to contest such disclosure or use or otherwise agreeing the form, content and timing of such disclosure.

14.3 The Buyer and Seller agree that the Buyer may release the Buyer's Press Release following Completion at its discretion.

14.4 Subject to clause 14.5, the Buyer shall not make any public announcement, statement or press release (including on the Buyer's website or through its social media channels) in relation to the Transaction that names or otherwise makes reference to the Seller or any Wider K1 Person (excluding, for such purposes, the Group Companies) or contains any Confidential Information without the prior written approval of the Seller.

14.5 Clause 14.4 shall not apply where:

- (a) the Seller (and/or any Wider K1 Person) is named in any filings or disclosures to be made with the SEC or Nasdaq as required by Applicable Law or any other filings or disclosures that are required by Applicable Law in circumstances where the Seller (and/or any Wider K1 Person) is required to be named by Applicable Law and provided that: (i) the Seller shall so far as practicable (taking account of the requirements and urgency of the relevant filing or disclosure) be afforded a reasonable opportunity to review and comment on any such filings or disclosures; (ii) the Buyer shall to the extent practicable (taking account of the requirements and urgency of the relevant filing or disclosure) consult the Seller in relation to such comments and take into account the Seller's reasonable comments in each case acting in good faith; (iii) in connection with sub-paragraphs (i) and (ii), the Seller shall not be provided with any material non-public information or price-sensitive information as regards RZLV Shares or any other listed security of RZLV; and
- (b) the Buyer receives any inbound press enquiries in relation to the Transaction that specifically request the name or details of the Seller, in which case the Buyer and its Connected Persons shall be permitted to refer to: (i) the Seller (and/or any Wider K1 Person) as the owner of the Group at any time prior to Completion; and/or (ii) any publicly available information (including press articles and other online posts made by persons other than by or at the direction of the Buyer) which name the Seller (and/or any Wider K1 Person) as the owner of the Group at any time prior to Completion.

14.6 The restrictions contained in this clause 14 shall continue to apply after Completion or the termination of this agreement for a period of four years.

15. Notices and other communications

15.1 Where this agreement provides for the giving of notice or the making of any other communication (each a "**Notice**"), such Notice shall not (unless otherwise expressly provided) be effective unless given or made:

- (a) in writing in English; and
- (b) by hand, email or sent by recorded delivery or courier,

in each case, subject to and in accordance with the following provisions of this clause 15.

15.2 A Notice to the Seller (or any of them) shall be sent to the following address, or to such other person or address as the Seller (or any of them) may notify to the Buyer from time to time:

Address: 1209 Orange Street, City of Wilmington, County of New Castle, Delaware, United States of America;

with a copy, which will not constitute notice, to [***]

Email: [***]

For the attention of: Seller (for and on behalf of the Seller)

with a copy, which will not constitute notice, to [***]

15.3 A Notice to the Buyer shall be sent to the following address, or to such other person or address as the Buyer may notify to the Seller from time to time:

Address: 21 Sackville Street London W1S 3DN;

with a copy, which will not constitute notice, to [***]

Email: [***]

with a copy, which will not constitute notice, to [***]

15.4 Subject to clause 15.5 notice shall be effective upon receipt and shall be deemed to have been received:

- (a) at the time recorded by the delivery company, in the case of recorded delivery;
- (b) at the time of delivery, if delivered by hand or courier; or
- (c) at the time of sending if sent by e-mail, provided that receipt shall not occur if the sender receives an automated message that the e-mail has not been delivered to the recipient.

15.5 Any Notice that is deemed by clause 15.4 to be received after 5.00 p.m. on any day, or on a Saturday, Sunday, bank holiday or public holiday in the place of receipt, shall be deemed to be received at 9.00 a.m. on the next day that is not a Saturday, Sunday, bank holiday or public holiday in the place of receipt.

16. Third party rights

16.1 Clauses 2.3, 11.1, 11.3, 12 and 13, and paragraphs 21.1 and 21.2 of schedule 3 (the “**Third Party Rights Provisions**”) confer a benefit on certain persons who are not a party to this agreement (each for the purposes of this clause 16 a “**Third Party Beneficiary**”) and, subject to the remaining provisions of this clause 16, are intended to be enforceable by the Third Party Beneficiary by virtue of the Contracts (Rights of Third Parties) Act 1999.

16.2 Save as provided for in clause 16.1, the parties to this agreement do not intend that any term of this agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.

16.3 Notwithstanding the provisions of clauses 16.1 and 16.2, and save in respect of the Third Party Rights Provisions, this agreement may be varied in any way and at any time by the Seller and the Buyer in accordance with the terms of this agreement without the consent of any Third Party Beneficiary (or any other third party) and, accordingly, section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

17. Assignment

17.1 The Buyer may assign by way of security its rights under this agreement to a provider of debt finance, provided that:

- (a) written notification thereof is given to the Seller as soon as reasonably practicable after such assignment taking place;
- (b) the liability of the Seller under this agreement shall be no greater than it would have been had such rights not been assigned by the Buyer; and
- (c) there is no material adverse effect on the W&I Policy or the coverage provided thereunder as a result of such novation, transfer or assignment.

17.2 The Seller may novate (with the consent of the Buyer (such consent not to be unreasonably withheld, conditioned or delayed)), transfer or assign by way of security its rights under this agreement to any Affiliate (including for these purposes any Wider K1 Person), provided that (i) written notification thereof is given to the Buyer upon such occurrence; (ii) the liability of the Buyer under this agreement shall be no greater than it would have been had such rights not been novated, transferred or assigned by the Seller; and (iii) there is no material adverse effect on the W&I Policy or the coverage provided thereunder as a result of such novation, transfer or assignment.

17.3 Except as provided for in clauses 17.1 and 17.2, no party may assign, transfer, charge or deal in any way with the benefit of, or any of its rights under or interest in, this agreement except with the prior written consent of the other parties.

17.4 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17.5 The parties acknowledge that this agreement is a contract entered into for the purposes of the acquisition, disposal or transfer of an ownership interest in a firm (as defined in section 1173(1) Companies Act). Regulation 2 of The Business Contract Terms (Assignment of Receivables) Regulations 2018 does not apply to any term of this agreement.

18. Remedies and waivers

18.1 Unless otherwise specifically provided for in this agreement (including where a specific time period is provided) no delay or omission by the Buyer or the Seller in exercising any right, power or remedy provided by law or under this agreement or any other documents referred to in it shall:

- (a) affect that right, power or remedy; or
- (b) operate as a waiver of it.

18.2 The single or partial exercise of any right, power or remedy provided by law or under this agreement shall not, unless otherwise expressly stated, preclude any other or further exercise of it or the exercise of any other right, power or remedy.

18.3 No waiver by a party of any requirement of this agreement or any right which it has under it shall be valid unless such waiver is in writing signed by it or on its behalf.

18.4 Each party (the "**Releasing Party**") may release or compromise the liability of, or institute proceedings or obtain judgment against, the other party under this agreement, or grant to the other party time or other indulgence without affecting the Releasing Party's rights against any other party.

18.5 Neither the Buyer nor the Seller shall have the right to rescind this agreement for any misrepresentation, whether or not contained in this agreement.

19. Entire agreement

19.1 The Transaction Documents constitute the whole and only agreement between the parties relating to the sale and purchase of the Sale Shares and supersede any prior drafts, agreements or arrangements of any nature between the parties relating to the subject matter of the Transaction Documents. If there is any ambiguity or discrepancy between the provisions of this agreement and any other Transaction Document, this agreement shall prevail.

19.2 Each party acknowledges and agrees that:

- (a) in entering into this agreement, it is not relying upon any precontractual statement which is not expressly repeated herein;
- (b) it shall have no right of action against any other party to this agreement arising out of or in connection with any pre-contractual statement except if and to the extent that it is expressly repeated herein;
- (c) except as otherwise expressly provided for in this agreement, its only right or remedy in connection with this agreement shall be for breach of contract to the exclusion of all other rights and remedies;
- (d) nothing in this clause 19.2 shall exclude or limit any liability for Fraud.

19.3 For the purposes of clause 19.2, "**pre-contractual statement**" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this agreement made or given by any person at any time prior to the date of this agreement.

20. Costs and expenses

20.1 Save as expressly stated in this agreement, each party shall bear its own costs and expenses incurred in relation to the negotiations leading up to the sale and purchase of the Sale Shares and the preparation, execution and carrying into effect of this agreement, the other Transaction Documents and all other documents referred to in this agreement.

20.2 The Buyer will bear the cost of all notarial or registration fees and stamp, transfer or similar Tax or their equivalents (each a "**Transfer Cost**") arising from the transactions contemplated by this agreement. The Buyer will be responsible for arranging the payment of such Transfer Costs and will promptly submit any filings and fulfil any reporting obligations in connection with such Transfer Costs. The Buyer hereby confirms that no UK stamp duty or stamp duty reserve tax shall arise on the issuance of the

Consideration Shares (or any interest therein) as contemplated in clause 5.3 and shall indemnify the Seller (on an after-Tax basis) promptly on demand against any Losses arising from the Buyer's failure to comply with its obligations under this clause 20.2.

20.3 The W&I Premium Amount will be shared equally between the Buyer and the Seller.

21. Process agent

21.1 The Seller appoints Vistra (UK) Limited of 7th Floor, 50 Broadway, London SW1H 0DB as its agent to receive on its behalf in England service of any proceedings including any arbitration proceedings arising out of or in connection with this agreement. Service of any proceedings on the process agent shall be effective whether or not a copy is served on the Seller or the Seller.

21.2 The appointment under clause 21.1 may not be revoked by any Seller unless that Seller has previously appointed a substitute agent to act in place of the existing agent for the purposes set out in clause 21.1 and has given written notice to the Buyer of such appointment.

21.3 If the Buyer notifies a Seller that it has become aware that the process agent appointed under this clause 21:

- (a) has ceased to be able to act as agent;
- (b) no longer has an address in England; or
- (c) has notified the Buyer that it declines or has ceased to act as agent,

the Seller notified shall as soon as reasonably practicable appoint a substitute acceptable to the Buyer (acting reasonably) and deliver to the Buyer details of the new agent's name and address.

22. Buyer to provide reasonable access and information after Completion

22.1 From Completion, the Buyer shall, and shall procure that each Group Company shall:

- (a) retain for a period of eight (8) years any books, records and documents of the Group Companies if and to the extent that they relate to the period before Completion.
- (b) allow the Seller and its representatives, upon reasonable written notice from the Seller (and at the Seller's cost) during normal business hours:
 - (i) access to, and to take copies of, the books, records and documents of or relating in whole or in part to any Group Company which are in their power, possession or control; and
 - (ii) access to the directors and employees of any Group Company, who shall be instructed to give all such information and assistance as the Seller or any person acting on behalf of the Seller may reasonably request,

if and to the extent reasonably requested by the Seller or its representatives to investigate, avoid, remedy, dispute, resist, appeal, compromise or contest an actual or potential Claim or for the purposes of complying with any reporting or filing obligations relating to Tax, accounting or regulatory matters, or to negotiate, refute, settle, compromise or otherwise deal with any claim, investigation or enquiry by an Authority relating to the Seller or any of its Affiliates (including for these purposes any Wider K1 Person), or to enable Seller or any of its Affiliates (including for these purposes any Wider

K1 Person) to comply with its own Tax, regulatory or account obligations or to facilitate the management or settlement of its own Tax, regulatory or accounting affairs.

22.2 The provisions contained in this clause 22 shall continue to apply for a period of seven years following Completion.

23. General provisions

23.1 This agreement shall so far as it remains to be performed after Completion continue in force notwithstanding Completion and the rights of the Buyer in respect of any Transaction Document shall not be affected by Completion.

23.2 Subject to clause 16.2, no variation of this agreement will be effective unless it is in writing and signed by or on behalf of each party to this agreement.

23.3 Except as expressly stated otherwise herein, any payment to be made by any party under this agreement shall be made in full without any set-off, restriction, condition or deduction for or on account of any counterclaim.

23.4 This agreement may consist of any number of duplicates each executed by at least one party, each of which when so executed and delivered shall be an original, but all the duplicates shall together constitute one instrument.

23.5 If a term of this agreement shall be held to be illegal, invalid or unenforceable it shall to that extent be deemed not to form part of this agreement, but the enforceability of the remainder of this agreement shall not be affected.

23.6 This agreement may consist of any number of duplicates each executed by at least one party, each of which when so executed and delivered shall be an original, but all the duplicates shall together constitute one instrument.

23.7 All sums payable by a party to another party under this agreement shall be paid free of all deductions or withholdings unless the deduction or withholding is required by Applicable Law, in which event the payer shall (other than where the deduction or withholding is in respect of the Final Purchase Price) pay such additional amount to the payee as shall be required to ensure that the net amount received by the payee will equal the sum which would have been received by it had no deduction or withholding been required to be made.

23.8 If a Tax Authority charges to Tax (including where the sum is brought into any computation of income, profits or gains but is not charged to Tax because of the use of a Relief) any sum paid by a party (the "payer") to another party (the "payee") under or for breach of this agreement (other than the payment of the Final Purchase Price), the payer shall pay the payee such additional amount as will ensure that the payee shall receive and retain the amount that is equal to the amount it would have received and retained had the payment in question not been charged to Tax.

24. Governing law and jurisdiction

24.1 The governing law of this agreement, and of any claim, dispute or issue arising out of or in connection with this agreement or its subject matter (including non-contractual claims, disputes or issues), shall be that of England and Wales.

24.2 The courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or issue between the parties whether arising out of or in connection with this agreement or its subject matter, or otherwise (including non-contractual claims). The parties irrevocably submit to such jurisdiction and waive any objection to it, on the ground of inconvenient forum or otherwise. No party shall oppose the recognition or enforcement

of a judgment, order or decision of those courts in respect of any such claim or dispute by the courts of any state which, under the laws and rules applicable in that state, are competent or able to grant such recognition or enforcement.

This agreement has been entered into on the date shown on the first page.

SCHEDULE 1

Part 1 - The Company

Name:	CrownPeak Intermediate Holdings, Inc.
Registration number:	5863376
Date of incorporation:	October 29, 2015
Registered office:	1209 Orange Street Wilmington, Delaware 19801
Issued share capital:	100 shares of common stock
Directors:	[***]
Officers (if any):	[***]

Part 2 - Subsidiaries

Name:	Aegean Bidco Limited
Registration number:	14361992
Date of incorporation:	September 16, 2022
Registered office:	2nd Floor 9-13 Grape Street, London, England, WC2H 8ED
Issued share capital:	25,527,570 ordinary shares of £1 each
Directors:	[***]
Secretary (if any):	None

Name:	Magus Research Limited
Registration number:	3592714
Date of incorporation:	July 3, 1998
Registered office:	2nd Floor 9-13 Grape Street, London, England, WC2H 8ED
Issued share capital:	132,462 ordinary shares of £0.10 each
Directors:	[***]
Secretary (if any):	None

Name:	Evidon, Inc.
Registration number:	4704561
Date of incorporation:	June 30, 2009
Registered office:	1209 Orange Street Wilmington, Delaware 19801
Issued share capital:	100 shares of common stock
Directors:	[***]
Officers (if any):	[***]

Name:	CrownPeak Technology, Inc.
Registration number:	6349152
Date of incorporation:	March 16, 2017
Registered office:	1209 Orange Street Wilmington, Delaware 19801
Issued share capital:	100 shares of common stock
Directors:	[***]
Officers (if any):	[***]

Name:	ATTRAQT Group Limited
Registration number:	08904529
Date of incorporation:	February 20, 2014
Registered office:	2nd Floor 9-13 Grape Street 2nd Floor, 9-13 Grape Street, London, England, WC2H 8ED
Issued share capital:	210,625,302 ordinary shares of £1 each
Directors:	[***]
Secretary (if any):	None.

Name:	Crownpeak Technology GmbH
Registration number:	HRB33825
Date of incorporation:	March 8, 2022 (formed December 30, 2021; entered into the Handelsregister March 8, 2022)
Registered office:	Stockholmer Allee 24, 44269 Dortmund, Germany
Issued share capital:	50,000
Directors:	[***]

Secretary (if any):	None.
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Name:	Illumino, LLC
Registration number:	4300313
Date of incorporation:	March 1, 2019
Registered office:	4240 Airport Road, Suite 206 Cincinnati, OH 45226
Issued share capital:	CrownPeak Technology, Inc. is the sole member with 100% membership interest in Illumino, LLC.
Directors:	CrownPeak Technology, Inc. (managing member)
Officers (if any):	***]

Name:	Fredhopper B.V.
Registration number:	34119121
Date of incorporation:	September 24, 1999
Registered office:	Weesperstraat 61, 1018 VN Amsterdam, Netherlands
Issued share capital:	18,200
Directors:	***]
Secretary (if any):	None.

Name:	Early Birds SAS
Registration number:	448692301
Date of incorporation:	June 2, 2003
Registered office:	Centre Wojo Paris – Saint Lazare, 16-18 Rue de Londres 75009 Paris, France
Issued share capital:	500 shares
Directors:	***]
Secretary (if any):	None.

Name:	ATTRAQT Limited
Registration number:	04631635
Date of incorporation:	January 9, 2003
Registered office:	2nd Floor 9-13 Grape Street 2nd Floor, 9-13 Grape Street, London, England, WC2H 8ED
Issued share capital:	177,596 ordinary shares of £1 each
Directors:	[***]
Secretary (if any):	None.

Name:	e-Spirit, Inc.
Registration number:	5011630
Date of incorporation:	July 15, 2011
Registered office:	9 East Loockerman Street Suite 3A, Dover, Delaware, 19901
Issued share capital:	3,000 shares
Directors:	[***]
Officers (if any):	[***]

Name:	Spring Technologies EOOD
Registration number:	175053466
Date of incorporation:	March 15, 2006 (originally opened in 2006 at the Sofia City Court. Later entered into the Commercial Register on November 11, 2009)
Registered office:	Sofia 1124, Region Sredetz, 47A Tsarigradsko shosse Blvd, Block V, fl. 2, apt. 201A
Issued share capital:	100 shares
Directors:	[***]
Secretary (if any):	[***].

Name:	Fredhopper (Australia) Pty Ltd
Registration number:	616 123 212
Date of incorporation:	November 25, 2016
Registered office:	C/- HLB Mann Judd, Level 5, 10 Shelley St, Sydney NSW 2000

Issued share capital:	1,000
Directors:	[***]
Secretary (if any):	[***]

Name:	Fredhopper GmbH
Registration number:	HRB 141525
Date of incorporation:	May 24, 2016
Registered office:	Stockholmer Allee 24, 44269 Dortmund, Germany
Issued share capital:	25,000
Directors:	[***]
Secretary (if any):	None.

Name:	Fredhopper SARL
Registration number:	824 422 034
Date of incorporation:	December 19, 2016
Registered office:	Centre Wojo Paris – Saint Lazare, 16-18 Rue de Londres 75009 Paris, France
Issued share capital:	1,000
Directors:	[***]
Secretary (if any):	None.

Name:	ATTRAQT, Inc.
Registration number:	824 422 034
Date of incorporation:	April 25, 2013
Registered office:	108 West 13 th Street Wilmington, Delaware 19801
Issued share capital:	1500 shares
Directors:	[***]
Officers (if any):	[***]

SCHEDULE 2

Warranties

Part 1 - Fundamental Warranties

1. The Sale Shares and ownership of the Group

- 1.1 The Sale Shares have been validly issued, are fully paid up and constitute the entire allotted and issued share capital of the Company.
- 1.2 No person has any present, future or contingent right to call for the allotment, conversion, or transfer of or to be entered in the share register as the holder of any share or loan capital of the Company, except for the lenders pursuant to the Principal Loan.
- 1.3 The Company and each of the Group Companies is validly incorporated, in existence and duly registered or in good standing (as applicable) under the laws of its place of incorporation or formation, as applicable.
- 1.4 Other than the Sale Shares, the shares in each Group Company are legally and beneficially owned by another Group Company free from all Encumbrances (other than Principal Loan Permitted Encumbrances) and with all rights attaching to them. No Group Company owns or has any interest of any nature whatsoever in any shares, debentures or other securities of any other body corporate.
- 1.5 No Group Company has redeemed or purchased or agreed to redeem or purchase any of its share capital or passed any resolutions authorising any such redemption or purchase or entered into or agreed to enter into any contract relating to shares in that Group Company that does not amount to a contract to purchase the shares but under which that Group Company may (subject to any conditions) become entitled or obliged to purchase those shares or passed any resolutions approving any such contract or made any capitalisation of reserves.
- 1.6 No Group Company has reduced its share capital or passed any resolutions authorising any such reduction.
- 1.7 No share in the capital of any Group Company has been issued for a consideration other than cash.
- 1.8 No share in the capital of any Group Company has been issued or transferred except in accordance with its constitutional documents or bylaws and Applicable Law.
- 1.9 There is no agreement or commitment outstanding which calls for the allotment or issue of or accords to any person the right to call for the allotment or issue of, any shares (including the Sale Shares) or any debentures in or securities of any Group Company.
- 1.10 All dividends and distributions declared, made or paid by any Group Company at any time were, when declared, made or paid, in accordance with all statutory requirements and constitutional documents of the relevant Group Company in place at the time and all dividends declared or due in respect of the Sale Shares have been paid in full.
- 1.11 The Seller is not involved in any dispute, litigation, arbitration, mediation or other proceedings relating to the Sale Shares held by the Seller (including as to the title to such Sale Shares or the ability to transfer such Sale Shares) nor, so far as that Seller is aware, is there any fact, matter or circumstance likely to give rise to any of the foregoing matters.

2. Solvency of the Group

No Insolvency Event has occurred in relation to any Group Company.

Part 2 - Business Warranties

1. Corporate information and relationship with the Seller

- 1.1 The particulars relating to each Group Company set out in schedule 1 are true and accurate in all respects immediately before Completion.
- 1.2 A copy of the bylaws (or principal constitutional document) of each Group Company is Disclosed and such copy is complete, true, accurate and up to date. Each Group Company has at all times carried on its business and affairs in accordance with its constitutional documents and none of its activities is ultra vires or unauthorised.
- 1.3 The statutory books (or equivalent records including all registers and minute books) of each Group Company have been properly kept, are up to date and contain a true and accurate record of all matters which are required to be dealt with in those books, registers and records in accordance with the Applicable Law. No claim, notice or allegation that any of them is incorrect or should be rectified has been received. All returns, particulars, resolutions and other documents required to be delivered by any Group Company to the relevant Competent Authority under Applicable Law have been duly delivered and no fines or penalties are outstanding.
- 1.4 No Group Company has given any power of attorney or other authority by which a person may enter into an agreement, arrangement or obligation on behalf of the Group Company (other than an authority for a Director, other officer or Employee to enter into an agreement in the usual course of that person's duties).
- 1.5 All transactions between any Group Company and the Seller or any Connected Person of the Seller has been on arm's length terms, other than consultants engaged by K1 Investment Management, LLC, any other Wider K1 Person or its or their Affiliates who will not provide services to the Group after Completion.
- 1.6 No Group Company has:
 - (a) created, allotted, issued, sold, listed for sale, offered, sponsored, used or distributed (or agreed to do any of foregoing in respect of) any Token, including through a simple agreement for future Tokens, pre-sale, initial coin offering, Token distribution or generation event, or Token crowdfunding or crowdsale;
 - (b) developed or deployed a computer network, smart contract, or protocol that facilitates the generation of Tokens or otherwise incorporates Tokens; or
 - (c) provided services or received proceeds in connection with any Token.

2. Accounts

- 2.1 The Accounts:
 - (a) have been prepared and presented in accordance with Applicable Law and the Accounting Standards as at the Accounts Date; and
 - (b) give a true and fair view (taking into account the materiality thresholds applied by the auditors responsible for preparing the Accounts) of the state of the assets and liabilities of the Group as at the Accounts Date and of its profit or loss (including without limitation revenue and any other component thereof) for the financial year ended on that date.
- 2.2 The Prior Accounts:

- (a) have been prepared and presented in accordance with Applicable Law and the Accounting Standards as at the applicable Financial Year End Date;
- (b) give a true and fair view (taking into account the materiality thresholds applied by the auditors responsible for preparing the Prior Accounts) of the state of the assets and liabilities of the Group as at the applicable Financial Year End Date and of its profit or loss (including without limitation revenue and any other component thereof) for the financial year ended on that date; and

2.3 The Management Accounts:

- (a) have been prepared with reasonable care and using accounting policies, practices and principles which are materially consistent with those used in the preparation of the Accounts, subject to normal year-end adjustments; and
- (b) having regard for the purpose for which they were prepared and the information known to the Group at the date on which they were prepared, do not materially misstate the assets or liabilities of the Group as at the Management Accounts Date nor materially misstate its profit or loss (including without limitation the revenues or any other component thereof) for the period commencing on the date following the Accounts Date and ending on the Management Accounts Date.

2.4 Books and records

- (a) All the accounts, books and ledgers and financial and other records of each Group Company (including all invoices) have in all material respects (i) been properly kept (in accordance with all Applicable Laws); and (ii) are within that company's possession and control and all transactions relating to its business have been duly and correctly recorded in them.
- (b) Except as would not be material to the Group taken as a whole, no Group Company has any of its records, systems, controls, data or information, recorded, stored, maintained, operated or otherwise wholly or partly dependent on or held by any means (including any electronic, mechanical or photographic process whether computerised or not) which (including all means of access) are not under the exclusive ownership and direct control of that Group Company.

2.5 Information

All information contained in the replies (as amended, varied or supplemented by any subsequent replies Disclosed on or prior to the date hereof) to the due diligence questionnaires contained at folder 19.1.1 and 19.2 of the Data Room (as supplemented prior to the date hereof) and sent by the Buyer's Lawyers to the Seller's Lawyers and uploaded to the Data Room was at the time it was so given and is now accurate, in all material respects.

3. Conduct of business since the Accounts Date

3.1 Since the Accounts Date as regards each Group Company:

- (a) no dividend or other distribution has been declared, paid or made by any Group Company;
- (b) each Group Company has carried on its business as a going concern in its ordinary and usual course of business, in all material respects;

- (c) no Group Company has entered into any transaction or assumed or incurred any material liabilities (including contingent liabilities) or made any payment not provided for in the Accounts otherwise than in the ordinary course of business;
- (d) no Group Company has disposed of or parted with possession of any of its material assets or businesses or entered into any material transaction or assumed or incurred any material liabilities or made any material payment except in the ordinary and usual course of business and at arm's length other than any transactions between Group Companies and consultants engaged by K1 Investment Management, LLC, any other Wider K1 Person or its or their Affiliates who will not provide services to the Group after Completion;
- (e) no Group Company has written off any receivable, no receivable has been released by any Group Company on terms that the debtor pays less than the book value of the receivable, and no receivable owing to any Group Company has proved to any extent to be irrecoverable, in each case, except in the ordinary and usual course of business;
- (f) no Group Company has entered into any material contract involving expenditure on capital account or the purchase of any capital equipment or other items of a capital nature, except in the ordinary and usual course of business;
- (g) the business of any Group Company has not been materially or adversely affected by the loss of any customer which in either of the two financial years immediately preceding the Accounts Date accounted for three per cent. or more of its turnover;
- (h) the profits of any Group Company have not been affected by material changes or inconsistencies in accounting treatment (other than as required by changes to US GAAP or Applicable Law), by any non-recurring items of income or expenditure, by transactions of an abnormal or unusual nature or which have been entered into otherwise than on normal commercial terms;
- (i) no business of any Group Company has been materially adversely affected by the loss of any source of supply which is material to the business of any Group Company;
- (j) there has been no Material Adverse Effect;
- (k) no Group Company has acquired or disposed of or agreed to acquire or dispose of any material business or any material asset or assumed or acquired any material liability (including any contingent liability) otherwise than in the ordinary and usual course of business;
- (l) all payments of money received by each Group Company have been credited to its accounts with its bankers;
- (m) each Group Company has paid its creditors in accordance with the same policy as that adopted throughout the financial year ended on the Accounts Date;
- (n) there has not been any material change in the level of borrowing or in the working capital requirements of any Group Company;
- (o) no insurance claims have been refused or settled below the amount claimed; and
- (p) no share or loan capital or any other security giving rise to a right over the capital has been allotted or issued or agreed to be allotted or issued.

4. General Commercial

Assets

- 4.1 A Group Company is the sole legal and beneficial owner of, or has the right to use, all material assets included in the Accounts and Management Accounts (except for any non-material current assets sold or realised in the ordinary course of business since the Accounts Date) in each case free from any Encumbrance (other than (i) retention of title and similar third party rights arising in the ordinary course of business and (ii) Permitted Encumbrances).
- 4.2 All of the tangible, material assets owned by the Group Companies or in respect of which the Group Companies have a right of use which are capable of possession are in the possession or under the control of the Group Companies.
- 4.3 Where any assets are used but not owned by the Group Companies or any facilities or services are provided to the Group Companies by a third party which are material to the operation of their business as conducted at Completion, so far as the Seller is aware, no event of default has occurred or is subsisting which entitles any third party to terminate any contract, deed or licence in respect of the provision of such facilities or services.
- 4.4 There are no material assets that are not owned or leased by a Group Company, which are required in order to carry on its business in the manner, extent and places as required for the operation of the Business in the ordinary and usual course.
- 4.5 No Group Company has entered into any leasing or hiring agreement, hire purchase agreement, conditional sale or credit sale agreement, agreement for payment on deferred terms or any similar agreement or arrangement in respect of any of its material assets. So far as the Seller is aware, no Group Company is in breach of any of the provisions of any agreement or arrangement of a type described in this Warranty 4.5.

4.6 Products and Services

- (a) No Products or Services provided by any Group Company during the Relevant Period were or are defective or failed or fail to comply with the terms on which they were to be provided or with any statutory provisions relating to such supply, in each case, in any material respect.
- (b) No Group Company has during the Relevant Period made any statement as to the performance or quality of the Products or the Services which is inaccurate or cannot be substantiated, in each case, in any material respect or has received, in writing, any complaint from any regulatory body, customer or other person that its advertising is misleading or deceptive or may cause confusion during the Relevant Period.
- (c) A copy of each form of standard terms of contract or business used by each Group Company has been Disclosed to Buyer. Except as provided in such standard terms or as implied by Applicable Law no Group Company has given any guarantee or warranty or made any representation or assumed any liability or obligation in respect of the Products or the Services, in each case, in any material respect, which would apply after the Products or the Services have been sold or supplied by the Group Company during the Relevant Period.

5. Financial obligations and liabilities

- 5.1 No Group Company has liabilities (including contingent or disputed debts) except liabilities:

- (a) for which proper provision has been made or is set out in the Accounts or the Management Accounts in all material respects;
 - (b) those incurred pursuant to or in connection with the execution, delivery or performance of this agreement; or
 - (c) which are not, individually or in the aggregate, expected to result in a Material Adverse Effect; or
 - (d) which have arisen in the ordinary and usual course of business since the Management Accounts Date.
- 5.2 All debts owed to any Group Company at the date of this agreement will realise their full value and be good and collectable within 60 days of their due date for payment and none of such debts is subject to any counterclaim or set off. For this purpose a debt shall not be regarded as realising its full value to the extent that it is received in circumstances in which such receipt is or may be void, voidable or otherwise liable to be reclaimed or set aside.
- 5.3 No Group Company is owed any sums other than debts incurred in the ordinary course of business.
- 5.4 During the Relevant Period, no Group Company has been a party to any transaction with any third party which, in the event of such third party going into liquidation or an administration order or a bankruptcy order being made in relation to such third party, would constitute a transaction at an undervalue, a preference, an invalid floating charge or an extortionate credit transaction or part of a general assignment of debts, under any Applicable Law.
- 5.5 No person who is or has at any time within the last three years been a Director or officer of any Group Company has at any material time been subject to any disqualification order under any Applicable Law, or was the subject of any investigation or proceedings capable of leading to a disqualification order being made.
- 5.6 No Group Company is party to or is liable under a guarantee, indemnity or other arrangement to secure or incur a material financial or other material obligation of a person that is not another Group Company.
- 5.7 No Group Company has outstanding any Indebtedness, loan capital or any money borrowed or raised (other than: (i) liabilities incurred in the ordinary course of business; (ii) the Principal Loan; and (iii) as otherwise set forth in the Accounts, the Prior Accounts and Management Accounts) including money raised by acceptances or debt factoring, or has outstanding any obligations in respect of a derivative transaction including any foreign exchange transaction.
- 5.8 No Group Company is subject to any arrangement for receipt of any material grant, subsidy or financial assistance from any government authority or state body or has received any such grant, subsidy or financial assistance that has not been repaid. No circumstances have arisen or could arise as a consequence of events occurring on or before the date of this agreement (including the execution or completion of this agreement) as a result of which:
- (a) any grant, subsidy, allowance or assistance received by any Group Company is liable to be repaid; or
 - (b) any grant, allowance subsidy or assistance for which any Group Company has made application will not be paid or will be reduced.

5.9 No indebtedness or other liability (whether actual or contingent) owing:

- (a) by any Group Company to the Seller or a director of any Group Company or a Connected Person of the Seller or any such director (save for accrued salary, any employment related benefits or outstanding loan notes); or
- (b) to any Group Company by the Seller or a director of any Group Company or a Connected Person of the Seller or any such director,

is outstanding nor is any guarantee or security for any such indebtedness or liability.

6. Properties

- 6.1 The Properties comprise all the real property owned, occupied or otherwise used for the business of the Group Companies as at the date of this Agreement.
- 6.2 All material documents relating to the occupation of the Properties have been Disclosed in folder 14 and folder 15 and document 18.1.11 of the Data Room.
- 6.3 Any part of the Properties which is occupied or otherwise used by any Group Company for its business is so occupied or used under an Occupational Document and the terms of any such Occupational Document permit such occupation or use.
- 6.4 A Group Company is in physical possession and actual occupation of each Property and so far as the Seller is aware no right of occupation has been acquired or is in the process of being acquired by any third party or has been granted or agreed to be granted to any third party.
- 6.5 No Group Company has during the Relevant Period received written notice of any outstanding or pending actions, disputes, claims or demands between any Group Company and any third party relating to or affecting any of the Properties that would have a Material Adverse Effect and the Seller is not aware of any circumstances that may give rise to any such dispute.
- 6.6 Each Group Company has, in all material respects, paid all sums due and observed and performed all its obligations under any Occupational Document under which it occupies the Properties and has received no written notice of any breach of any of the obligations contained therein.
- 6.7 Each Group Company has paid all sums due and observed and performed all its obligations under any Occupational Document under which it occupies the Properties in each case, in all material respects and has received no notice of any breach of any of the obligations contained therein.
- 6.8 All notices given and requirements notified in writing by the landlord or owner of the Property under the terms of the Occupational Documents have been materially complied with.
- 6.9 So far as the Seller is aware, during the Relevant Period, no material complaints or requirements have been issued or made (whether formally or informally) by any Competent Authority exercising statutory or delegated powers in respect of any Property or any other property previously used, owned, or occupied by any Group Company or in each case, their use.
- 6.10 So far as the Seller is aware, no Group Company is currently in any dispute or involved in negotiations with any former or current landlord or licensor regarding the settlement of its obligations under any Occupational Document (including, without limitation in connection with any obligations relating to dilapidations or want of repair).

7. Environmental Matters

- 7.1 During the Relevant Period, no Group Company has during the Relevant Period received written notice of any claims or proceedings pending or threatened against any Group Company with respect to any breach of or liability under any Environmental Laws relating to any Group Company that would have a Material Adverse Effect.
- 7.2 No Group Company and no Property has during the Relevant Period been the subject of any enquiry, investigation, inspection, claim, prosecution, litigation, arbitration, dispute resolution proceedings or other proceeding of which the Group Company has been made aware under any Environmental Laws that would have a Material Adverse Effect.

8. Material Contracts and Material Counterparties

- 8.1 No Group Company, during the Relevant Period has been or is in material breach of any Material Contract.
- 8.2 Folders 4, 19.1.17 and document 19.1.11 of the Data Room contains a copy of the current standard service agreements and service level agreements used by the Group Companies.
- 8.3 Folders 18.1.23, 18.1.24, 19.1.39, 19.1.48 and 19.1.54 of the Data Room contains a complete and accurate copy of all Material Contracts.
- 8.4 No Group Company is party to any contract or arrangement excluding for these purposes the Transaction Documents and the terms thereof:
- (a) which was entered into by a Group Company otherwise than at arm's length, other than consultants engaged by K1 Investment Management, LLC, any other Wider K1 Person or its or their Affiliates who will not provide services to the Group after Completion;
 - (b) under which the Group Company gives any guarantee, performance or other bond, indemnity, letter of comfort or similar commitment (whether or not legally binding) in relation to, or stands surety for, the obligations of any third party;
 - (c) under which any person has (otherwise than in the ordinary and usual course of trading) incurred any financial indebtedness or liability (actual or contingent) to the Group Company or vice versa or has given any performance bond or other bond in relation to any of the obligations of the Group Company;
 - (d) which establishes any joint venture, cooperation agreement or arrangement, consortium or profit or loss sharing agreement or arrangement, in each case, involving payments in excess of \$200,000 on an annual basis;
 - (e) which involves future capital expenditure by the Group Company exceeding \$200,000;
 - (f) which will result in the Group Company becoming liable for any finder's fee, brokerage or other commission in connection with this agreement;
 - (g) under which the Group Company remains subject to any material actual or contingent liability which is not provided for in the Accounts or the Management Accounts relating to any company, business or undertaking which it has disposed of;

- (h) which is a power of attorney given by the Group Company or which gives any other authority which would enable any person to enter into any contract or commitment on behalf of the Group Company;
- (i) which is an agency, distributorship, marketing, purchasing, licensing, management or administration (including the management or administering of the affairs of any company, firm, association or business organisation) agreement or arrangement;
- (j) which involves payment by reference to fluctuations in the index of retail prices, or any other index, or in the rate of exchange of any currency or any interest rate;
- (k) which is an unusual or abnormal contract, in any material respect, having regard to the nature, scope and extent of the Group Company's business or the manner in which it has been carried on in the two years ended on the date of this agreement;
- (l) where the consideration receivable by the Group Company is not cash;
- (m) which, following Completion, would purport to bind the Buyer (or require the Group Company to procure compliance by the Buyer);
- (n) which is an agreement with a customer of the Group and which will terminate or can be terminated by such customer in the 6-month period following Completion and which termination would have a Material Adverse Effect;
- (o) which is a hire-purchase, hiring, conditional sale, credit sale or similar arrangement;
- (p) which relates to the acquisition or disposal of companies, businesses or fixed assets by the Group Company, which in each case is material to the business of the Group, either during the Relevant Period or under which a Group Company or any other party has material outstanding obligations;
- (q) which is an option or similar agreement or arrangement affecting any assets owned or used by the Group Company and which is material to the business of the Group;
- (r) which restricts the freedom of the Group Company to provide or take goods and services to or from any person and which is material to the business of the Group;
- (s) which contains: (i) a "key man" provision, requirement or similar provision; (ii) a most favoured nation, favoured customer, or similar provision; or (iii) service level guarantees, guaranteed payments or "take or pay" obligations or similar provisions;
- (t) which, on the execution of this agreement or on Completion or as a result of the performance of this agreement will or may result in:
 - (i) any third party being relieved of any obligation or becoming entitled to exercise any right (including a right of termination or any right of pre-emption or other option); or
 - (ii) the Group Company being in default under any agreement or arrangement or losing any benefit, right or licence which it currently enjoys; or
 - (iii) a liability or obligation of the Group Company being created or increased;

in each case, in any material respect;

- (u) with any employee or contract worker that: (i) involves any change of control or transaction bonus or similar type of payment; or (ii) is not terminable without any additional severance liability to the Company (except as required by Applicable Law); and
- (v) with any labour union, organization, association or body representing employees (whether engaged through a Professional Employer Organisation or otherwise), including any collective bargaining agreement.

8.5 In relation to each Material Contract:

- (a) so far as the Seller is aware, the relevant counterparty is not in breach of that Material Contract in any material respect;
- (b) the relevant Group Company is not in breach of that Material Contract in any material respect and so far as the Seller is aware, no circumstances or events have occurred during the Relevant Period which may reasonably be expected to result in a breach of that Material Contract in any material respect; and
- (c) no party has given written notice to terminate that Material Contract or, so far as the Seller is aware, communicated to any Group Company or the Seller any allegation or suspicion of breach by a Group company of any exclusivity or other restriction on any Group Company's ability to do business with third parties or of any minimum volume commitment.

8.6 There are in the Data Room details of all material warranties and guarantees provided by any Group Company in relation to the Products and the Services provided by it.

8.7 So far as the Seller is aware, no Material Contract is invalid or ultra vires and there are no grounds for rescission, breach, avoidance or repudiation of any agreement or arrangement to which any Group Company is a party.

8.8 No party with whom any Group Company has entered into a Material Contract has given notice in writing to such Group Company of its intention to terminate, repudiate or disclaim such Material Contract, nor is the Seller aware of any such party suffering or being anticipated to suffer an Insolvency Event.

8.9 No Group Company is engaged in (or has been engaged during the Relevant Period in) any litigation, arbitration or other dispute resolution process, or has had any material dispute or disagreement, with any Material Counterparty and there has been no material adverse change in the business relationship between any Group Company and any Material Counterparty during the Relevant Period.

8.10 No Material Counterparty has notified to any Group Company in writing that it intends to initiate any material modification or change in its business relationship with any Group Company or any material reduction in the volume or nature of the business it transacts with any Group Company relative to its past business dealings during the Relevant Period with such Group Company, and, so far as the Seller is aware, no circumstances exist (whether in connection with the Transaction or otherwise) that could reasonably be expected to cause any such modification, change or reduction in any Group Company's business relationship with any Material Counterparty.

8.11 *Regulatory matters - general*

- (a) During the Relevant Period, each Group Company has been granted, and there are now in force all necessary Approvals for the sale or supply of the Products,

the provision of the Services and the proper carrying on of its business in the places and in the manner in which such business is now carried on.

- (b) The Approvals referred to in Warranty 8.11(a) are not subject to any materially unusual or onerous conditions and each Group Company has complied with all conditions attached to such Approvals, in all material respects. So far as the Seller is aware, there are no material investigations, proceedings, enquiries, ongoing which indicate that any such Approvals may be revoked, cancelled, suspended, modified or not renewed.
- (c) Each Group Company has at all times carried on its business and affairs in accordance with its constitutional documents and all Applicable Laws.
- (d) During the Relevant Period, no governmental, administrative or regulatory authority has served a written notice on any Group Company in respect of any of its assets or activities and there are no circumstances likely to give rise to the service of such a notice, except as would not, individually or in the aggregate, have a Material Adverse Effect.
- (e) During the Relevant Period, there have not been and so far as the Seller is aware there are not pending, or in existence, any investigations or enquiries by, or on behalf of, any governmental, administrative or regulatory authority in respect of any of the affairs of any Group Company, alleging any violation of any Applicable Law.
- (f) No Group Company is or at any time during the Relevant Period was a party to, or was engaged in, any:
 - (i) agreement, arrangement, concerted practice or other practice;
 - (ii) unilateral conduct or practice; or
 - (iii) merger, acquisition or joint venture,which:
 - (A) contravenes or contravened;
 - (B) is or was invalidated by;
 - (C) requires or required notification or registration under; or
 - (D) satisfies or satisfied the criteria for review or investigation under,any competition, anti-trust, merger control, regulatory, monopoly, fair trading, national security, national security and investment, foreign investment or similar legislation.
- (g) During the Relevant Period, no Group Company has been, so far as the Seller is aware, affected by any existing or pending decisions, judgments, orders or rulings of any court or any Competition Authority, and no Group Company has given any undertakings or commitments to such bodies.
- (h) No Group Company has entered into or agreed during the Relevant Period or is presently negotiating any agreement or engaged in any tendering procedure which is or was subject to advertising or other requirements under the United Kingdom or the European Union public or utilities procurement rules or any

national rules implementing them which has not been advertised or where any relevant requirement has not been complied with.

8.12 Transactions with the Seller, Directors and their respective Associates

- (a) Except for employment agreements and incentive agreements and the constitutional documents of the Group Companies, there are no loans, leases, commitments, guarantees, contracts, agreements or other transactions or arrangements (oral or written) between a member of the Group, on the one hand, and any current or former director, officer, equityholder or employee of a Group Company or any immediate family member or affiliate of any of the foregoing, on the other hand.

9. Intellectual Property

Ownership, title and adequacy of Intellectual Property

- (a) In respect of the Group Intellectual Property other than that which is the subject of the Licences-In (the "**Owned Intellectual Property**"):
- (i) the relevant Group Company is the sole legal and beneficial owner of it;
 - (ii) it is valid and enforceable and nothing has been done, omitted to be done or permitted whereby any of it has ceased or might cease to be valid and enforceable;
 - (iii) with respect to any Owned Intellectual Property that is registered or the subject of an application for a registration, (the "**Registered Group Intellectual Property**"):
 - (A) an accurate list of any trademarks, patents and copyrights included in the Registered Group Intellectual Property are set out in schedule 7 and schedule 8 of this agreement and/or the Data Room including details of (as applicable) registered owner or applicant, application and registration numbers, application dates, priority dates and grant dates and renewal dates;
 - (B) all relevant registrations and applications have been made by, or are in the name of, the relevant Group Company;
 - (C) all application, publication, registration, renewal and other official fees relating to its administration have been duly paid by or on the due dates for payment; and
 - (D) there are no facts known to any Group Company which would indicate or suggest that such applications or any of them may fail in any respect to be granted in full.
 - (iv) accurate particulars of all social media accounts and domain names used by each Group Company are set out in part 3 of schedule 7 and:
 - (A) all such social media accounts and domain names included in the Registered Group Intellectual Property are controlled and administered by the relevant Group Company and used exclusively in connection with the business of the relevant Group Company;

- (B) a Group Company is the current registrant and user of each domain name and social media account;
 - (C) the relevant Group Company has, in its control and possession, sufficient information, passwords and access codes to allow it to access, edit, control and/or administer the domain names and social media accounts that it uses, including after the date of this agreement;
 - (D) no Group Company has committed any breaches, and no Group Company is currently in breach, of any agreement with the registrar of any domain name or provider of any social media account; and
 - (E) each Group Company has completed all necessary formalities (including the payment of all relevant fees) in order to effect any renewals of the domain names or social media accounts which were due prior to the date of this agreement; and
- (v) all United Kingdom trade marks and European Union trade marks have been put to genuine use in the United Kingdom and the European Union (respectively) in the five years before the date of this agreement.
- (b) The Group Intellectual Property and the Intellectual Property which is subject to the Licenses-In comprises all the Intellectual Property which is necessary for each Group Company to carry on the business of each Group Company in substantially the same manner as such business was conducted as at the date of this agreement.
 - (c) No material Intellectual Property has been developed for any Group Company using any funding, personnel or student of any governmental authority or educational institute.
 - (d) All Contributors involved in, and other persons who have provided services to any Group Company relating to, the creation or development of any material Owned Intellectual Property have executed a valid and enforceable agreement with the relevant Group Company that assigns to such Group Company all right, title and interest in and to such developed Intellectual Property, except if and to the extent that such Intellectual Property is owned by a Group Company as a matter of Applicable Law in connection with such Contributor's employment.
 - (e) Each Group Company has complied with all contractual agreements pertaining to the creation or development of Intellectual Property by Employees and there are no outstanding or (so far as the Seller is aware) potential, claims against any Group Company under any contract providing for Employee compensation in respect of any Intellectual Property developed by Employees.

9.2 *Proprietary Software*

- (a) The Data Room contains a list of:
 - (i) each item of Open Source Code that is contained in, distributed with, or used in the development of, any material Proprietary Software or from which any material Proprietary Software is derived;
 - (ii) the applicable licence terms for each such item of Open Source Code; and

- (iii) the relevant Proprietary Software to which each such item of Open Source Code relates.
- (b) No Proprietary Software contains, is derived from, is distributed with, or is being or was developed using, Open Source Code that is licensed under any terms that impose or could impose a requirement or condition that any Proprietary Software:
 - (i) be disclosed or distributed in source code form;
 - (ii) be licensed for the purpose of making modifications or derivative works; or
 - (iii) be redistributable at no charge; or
 - (iv) otherwise impose or could impose any other material limitation, restriction or condition on the right or ability of any Group Company to use or distribute any Proprietary Software or to enforce Intellectual Property.
- (c) No Proprietary Software has suffered any material failure in functionality or performance in the two years preceding the date of this agreement in all material respects.
- (d) In relation to the source code for the Proprietary Software (other than any which is Open Source Code or the subject of the Licences-In):
 - (i) the relevant Group Company has in its possession a copy of the source code for each item of the Proprietary Software, so as to enable it to be compiled or interpreted into equivalent object code, together with all associated documentation and material necessary to enable a reasonably skilled computer programmer to understand, use, reproduce, modify, enhance and maintain the Proprietary Software;
 - (ii) no person (other than the relevant Contributors and any Group Company and its current and duly authorised Employees) has, or has had, any such source code in its possession or control;
 - (iii) there is no agreement (including any licence or escrow agreement) in force under which any third party may become entitled to possess or use any such code;
 - (iv) no person is entitled to require such an agreement to be entered into by any Group Company; and
 - (v) The relevant Group Company has at all times complied with the terms of the escrow agreements Disclosed at document folder 19.1.64, and as at Completion, there are no circumstances that may reasonably be expected to trigger a release event under such agreements.

9.3 *Encumbrances and restrictions*

- (a) None of the Owned Intellectual Property:
 - (i) is subject to any Encumbrance, other than non-exclusive licenses granted in the ordinary course of business; or

(ii) is subject to any other written agreement restricting its use by any Group Company (including any delimitation or co-existence agreement or agreement limiting use by territory, field, persons or as to time), other than in the Intellectual Property Agreements.

(b) None of the material Group Intellectual Property will be restricted as to its exploitation, or will be lost, terminated, or rendered liable to a right of termination, assignment or licence to a third party, by virtue of the execution of this agreement or the transaction effected by the Transaction Documents.

9.4 *Infringements, oppositions, claims, etc.*

For the purposes of Warranties 9.4(a), 9.4(b), and 9.4(c), to "infringe" in relation to Intellectual Property includes to pass off, misuse or misappropriate Intellectual Property or to compete unfairly, and "infringed" and "infringement" have corresponding meanings.

(a) No activity of any Group Company, and, so far as the Seller is aware, of any licensee of any Group Company, as carried on now and in the Relevant Period has infringed, does infringe or, so far as the Seller is aware, is likely to infringe any Intellectual Property of any third party, nor any right of publicity, privacy or personality or other analogous right of any third party, in each case, in any material respect.

(b) There have not in the Relevant Period been any, and there are no pending or, so far as the Seller is aware, anticipated written allegations, notifications, applications or claims:

(i) by any third party that the business of any Group Company or, so far as the Seller is aware, of any licensee of any Group Company, infringed or infringes, misappropriated or otherwise violated any Intellectual Property of any third party; or

(ii) against a third party alleging infringement, misappropriation or other violation of any Owned Intellectual Property; or

(iii) for invalidity, revocation, opposition, compensation or otherwise in respect of any Owned Intellectual Property, and the Seller is not aware of any facts or circumstances which could give rise to any such allegation, notification, application or claim.

(c) There have not in the Relevant Period been any, and there are no pending or anticipated allegations, notifications, applications or claims by any Group Company or by any licensee of any Group Company:

(i) against a third party alleging infringement, misappropriation or other violation of any Owned Intellectual Property; or

(ii) for invalidity, revocation, opposition, compensation or otherwise in respect of the Intellectual Property of any third party and the Seller is not aware of any facts or circumstances which could give rise to any such allegation, notification, application or claim.

(d) So far as the Seller is aware, and other than non-exclusive licences granted in the ordinary course of business, there are no circumstances which:

(i) entitle or could entitle a third party to a licence, permission or consent to exploit or assignment of or in respect of any Owned Intellectual Property;

- (ii) entitle or could entitle a third party to call for or exercise a right to use or work under any Owned Intellectual Property; or
 - (iii) provide a third party with a defence to patent infringement proceedings in respect of any Owned Intellectual Property under section 44 Patents Act 1977, section 2 or section 18 Competition Act 1998 or under any provision having an equivalent effect in any jurisdiction.
- (e) Notwithstanding whether any other representations or warranties in this agreement could be read to apply to matters involving the infringement, misappropriation or violation of Intellectual Property, Warranty 9.4 constitutes the sole and exclusive representations and warranties in this agreement with respect to the infringement, misappropriation or violation of Intellectual Property.

9.5 *Intellectual Property Agreements*

- (a) A complete and accurate list of all material:
- (i) Licences-In is set out in part 1 of schedule 8;
 - (ii) Licences-Out is set out in part 2 of schedule 8; and
 - (iii) Development Contracts is set out in part 3 of schedule 8.
- (b) The Intellectual Property Agreements are valid and binding and none of them will be breached, lost, terminated, rendered liable to any right of termination or assignment or their terms amended by virtue of the execution of this agreement or the transaction effected by the Transaction Documents.
- (c) No Group Company and so far as the Seller is aware, no third party to an Intellectual Property Agreement is in breach of its terms and no written allegation, notification or application has been made or dispute or claim has arisen in relation to any Intellectual Property Agreement, nor is the Seller aware of any facts or circumstances which might give rise to any such dispute or claim.
- (d) There are no royalties, licence fees, other fees or consideration (including non-monetary consideration) payable by any Group Company in connection with any Group Intellectual Property, other than:
- (i) the application, publication, registration, renewal and other official fees relating to the administration, prosecution and maintenance of the Group Intellectual Property; and
 - (ii) those expressly set out in the Licences-In and Development Contracts listed in schedule 8.

9.6 *Confidential information*

- (a) So far as the Seller is aware, if and to the extent that material information of a confidential nature (including know-how, trade secrets and customer lists) is or has been used or exploited by any Group Company, such information has been kept confidential (except for any of it which has come into the public domain lawfully and not through a breach of confidence) and has not been disclosed to any third party, except under the terms of a written, binding confidentiality agreement.

9.7 *Data protection*

- (a) Each Group Company has fully complied at all material times during the Relevant Period and as at Completion fully complies in all material respects with all Data Protection Laws including:
- (i) where necessary, the requirements relating to notification and/or registration of processing of personal data;
 - (ii) the requirement to implement appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - (iii) where necessary, the obtaining of an agreement with each data processor appointed by any Group Company which requires such processor to comply fully with Data Protection Laws;
 - (iv) the requirement not to transfer any personal data outside of the European Economic Area or the United Kingdom (as the case may be) without having complied with all applicable Data Protection Laws in relation to such transfers;
 - (v) dealing with all requests from data subjects (whether in relation to access to Personal Data, rectification, restrictions on processing, erasure, portability or any other rights granted under the Data Protection Laws);
 - (vi) where necessary, the requirement to appoint a data protection officer;
 - (vii) where necessary, the requirement to set up a representative within the European Union or the United Kingdom (as the case may be);
 - (viii) where necessary, the obtaining of consent to data processing and/or direct marketing activity; and
 - (ix) where necessary, the obtaining of any approval, consultation and/or agreement of any applicable works councils or such similar worker representation bodies.
- (b) During the Relevant Period, the business of each Group Company and its processing of personal data has materially complied and as at Completion materially complies with all Data Protection Laws.
- (c) No Group Company has been the subject of an audit by any Competent Authority in relation to Data Protection Laws during the Relevant Period.
- (d) No Group Company has during the Relevant Period received any notice, complaint or claim from any individual, third party and/or Competent Authority alleging non-compliance with Data Protection Laws (including any prohibition or restriction on the transfer of data to any jurisdiction) or claiming compensation for or an injunction in respect of non-compliance with Data Protection Laws.
- (e) No Group Company has suffered a material data breach or material loss of personal data or confidential information in the Relevant Period.
- (f) No Group Company has been notified in writing of a data breach or loss of personal data or confidential information suffered, in the two years before the date of this agreement, by any third party that may impact on any Group Company's data in any material respect.

- (g) The Group Companies have a data breach response plan which has been tested on at least an annual basis for the two years before the date of this agreement.

10. Insurance

10.1 The Company and its assets are insured against all relevant risks in the amounts as are customary for businesses of similar size, in their geographic regions and the same industry as the Group and the amount of cover and the risks insured against, together with the policies of insurance to which any Group Company is a party, are included in folder 9.1 of the Data Room (the "**Insurances**").

10.2 There are no outstanding insurance claims relating to any Group Company.

10.3 In respect of the Insurances:

- (a) all premiums required to have been paid have been duly paid to date;
- (b) all the policies are in full force and effect and are not voidable on account of any act, omission or non-disclosure on the part of the insured party nor, as far as the Seller is aware, could they be declared null and void or as a consequence of which any claim might be rejected; and
- (c) as far as the Seller is aware, there are no circumstances which would or might give rise to any claim with a value of \$200,000 or more.

11. Employees

11.1 *Terms and conditions of employment*

- (a) In respect of each current Employee, folder 5.1 of the Data Room contains a spreadsheet giving such Employee's employee identification number, job title, date of commencement of employment, job location and current salary or wage rate.
- (b) In respect of each Director (if any) who is not an Employee, documents 5.1.2 and folder 18.1.30 of the Data Room contains documents giving such Director's: (i) full name (or identification number); date of commencement of engagement, (ii) notice periods beyond statutory requirements; (iii) health insurance eligibility; and (iv) fees.
- (c) In respect of each Consultant that provides services to any Group Company as an individual, folder 19.1.20 of the Data Room contains documents giving such Consultant's: (i) full name (or identification number); (ii) date of engagement; (iii) location in which services are provided (city and state for Consultant's in the United States); (iv) projected end date; and (v) expected compensation.
- (d) All service, employment and consultancy agreements entered into by any Group Company and in force at the date of this agreement may be lawfully terminated in compliance with Applicable Law and in relation to any Director, Employee or Consultant with annual compensation greater than \$150,000 in accordance with any contractual agreement, lawfully by not more than three months' notice.
- (e) All agreements entered into by each Group Company with agencies or other organizations to engage temporary or permanent workers, individual contractors or individual consultants, are terminable with no liability on any Group Company to make any payment or provide any compensation as a consequence.

- (f) So far as the Seller is aware, no current Director, Employee or Consultant with annual compensation greater than \$150,000 converted into the individual's local currency using a conversion rate as agreed between the parties at Completion (excluding any bonus or commission opportunity) has given or received notice terminating his or her office or employment or engagement or altering its terms, and no such person will be entitled as a result of the entering into of this agreement to give notice of termination or claim for any payment or benefit.
- (g) There are no outstanding offers of employment or engagement for a role with annual compensation greater than \$150,000 converted into the individual's local currency using a conversion rate as agreed between the parties at Completion (excluding any bonus or commission opportunity) made to any person by any Group Company, and there is no one who has accepted an offer of employment or engagement for a role with annual compensation greater than \$150,000 converted into the individual's local currency using a conversion rate as agreed between the parties at Completion (excluding any bonus or commission opportunity) made by any Group Company but who has not yet taken up such employment or engagement.
- (h) None of the current Employees has any accrued rights to holiday pay or pay in lieu of holidays which have not been provided for in full in the Management Accounts, other than in respect of any "stub" accrued holiday pay or pay in lieu.
- (i) In the two years preceding the date of this agreement, in respect of each relevant Director or Employee, all holiday pay for periods of holiday taken under regulation 13, regulation 13A and regulation 15B of the WTR have been calculated and paid in accordance with the WTR and, in respect of leave taken under regulation 13 before 1 January 2024, in accordance with the WTD.
- (j) No amounts due to, or in respect of the current Directors, Consultants, or Employees (including income tax and social security contributions and pension contributions or any other withholding required by Applicable Law relating to the employment or engagement of any Director, Consultant or Employee) are in arrears or unpaid, excluding, in each case, ordinary course compensation or fees.
- (k) Folders 18.1.9, 18.1.30, 19.1.17, 19.1.18 and 19.1.20 of the Data Room contain copies of the following documents:
 - (i) forms of contracts of employment or offer letters for all current Directors and Employees;
 - (ii) any letters, agreements or other documents confirming material variations to standard terms and conditions of employment or engagement with any Group Company;
 - (iii) any staff or Employee handbook or other written material employment policies for each Group Company;
 - (iv) forms of confidentiality agreements entered into by Employees with any Group Company; and
 - (v) forms of material individual consultancy agreements with any Group Company.

11.2 *Variations of terms and conditions of employment*

- (a) Since the Accounts Date there has been no change has been made in the rate or basis of remuneration, the pension or other material benefits paid to any current Director, Consultant or Employee.
- (b) As of the date of this agreement, no Group Company has entered into any agreement or given any legally-binding assurance to any of its current Directors, Employees or Consultants that it will materially increase the basis or rates of remuneration or payment or the provision of other benefits to or on behalf of any of its Directors, Employees or Consultants at any future date.

11.3 *Employee incentive arrangements*

- (a) There have been Disclosed each of the following under which any Group Company or which any Group Company is under any legally binding obligation to provide at any current or future date:
 - (i) any scheme or arrangement whereby its current or former Directors or Employees or their relevant relatives or dependents may acquire shares or options to acquire shares of any class in any Group Company;
 - (ii) any cash bonus scheme or other employee incentive arrangements not involving the issue of shares; or
 - (iii) any arrangement by which any commission or remuneration of any kind payable or due to any of its current Directors or Employees may be calculated by reference to the turnover, profits or sales of any Group Company.
 - (b) In relation to any share schemes or arrangements of the kind referred to in Warranty 11.3(a) and referred to in the Data Room:
 - (i) copies of all documents governing such share schemes have been made available to the Buyer;
 - (ii) a list of all current participants, including jurisdiction of residence, number of awards, type of award, and any strike prices or financial thresholds to be met has been made available to the Buyer;
 - (iii) such share schemes have been operating in accordance with their governing rules or terms and Applicable Laws during the Relevant Period in all material respects;
 - (iv) all documents relating to such share schemes which are required to be filed with any regulatory authority have been so filed, and all regulatory requirements relating to such share schemes have been complied with;
 - (v) all Tax clearances and approvals necessary to obtain favourable Tax treatment for the operator of such share schemes or their participants have been obtained and have not been withdrawn, and, so far as the Seller is aware, no act or omission has occurred which has or would prejudice any such Tax clearance or approval; and
 - (vi) no current or former Employee, Consultant, or Director of a Group Company or relation or dependent or other participants in any such share schemes has made any claim against the Seller or any Group Company and/or, where the relevant scheme is operated by another company or person, so far as the Seller is aware, against such company or person.
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11.4 *Collective agreements, industrial payments and disputes*

- (a) No Group Company has received an application for recognition nor entered into any union membership, security of employment, redundancy, recognition or other collective agreement with a trade union, association of trade unions, works council, Employee association or other Employee-representative organisation or body, nor has any Group Company done any act which is reasonably likely to be construed as such recognition.
- (b) No Group Company is involved in, or has been involved during the Relevant Period in, any material dispute regarding a claim pertaining to the dismissal, suspension, disciplining or varying of the terms and conditions of employment of any current or former Employee, with any trade union, works council, Employee association or other Employee-representative organisation or body, and, so far as the Seller is aware, no such dispute is being threatened in writing.

11.5 *Disciplinary, grievance and termination of employment matters*

- (a) So far as the Seller is aware: (i) no disciplinary action has been taken against and is outstanding against any Employee, with an annual salary over \$175,000, Director or officer of the Company; and (ii) no substantiated grievance or complaint relating to sex, race, colour or nationality, disability, age, sexual orientation, pregnancy or maternity leave, marital or civil partnership status, gender reassignment or religion or belief discrimination has been raised by any current Employee in the two years ending on the date of this agreement.
- (b) So far as the Seller is aware, no fact or matter affecting any Employee exists which is reasonably likely to be considered grounds for dismissal for cause.
- (c) So far as the Seller is aware, no current or former Director, Employee or Consultant has any claim against any Group Company for loss of office or arising out of the termination of their office, employment or consultancy or in respect of any accident or injury or otherwise.
- (d) No Group Company is paying compensation or other payment to any former Employee (or dependent of any Employee or next of kin of any Employee).
- (e) No material liability has been incurred by any Group Company in the past year for breach of any contract of employment, contract of service or contract for services (including consultancy services), or breach of any Applicable Law in connection with the engagement or termination of engagement of any Employee, Director or Consultant, or for failure to comply with any order for the reinstatement or re-engagement of any Employee, Director or Consultant or for any other material liability accruing from the actual or proposed termination or variation of any contract of employment, contract of service or contract for services (including consultancy services) of any Employee, Director or Consultant.
- (f) The Data Room includes a list of all Employees whose employment was terminated in the 12 months ending on the date of this agreement, the reason for termination and any payments made to the Employees in connection with such termination.

11.6 *Group Company payments*

- (a) No gratuitous payment has been made or promised by any Group Company:
 - (i) in respect of or contingent on the sale of the Sale Shares; or

- (ii) in connection with the actual or proposed termination, suspension or variation of any contract of employment or engagement of any current or former Director, Employee or Consultant.

11.7 General matters

- (a) No Group Company has made any loans to any of its Directors, Employees or third parties.
- (b) So far as the Seller is aware, each Director, Employee or Consultant who is required by Applicable Law to obtain any visa or other immigration permit, consent or other authorisation from any relevant Competent Authority in relation to working or providing services in any relevant jurisdiction: (i) will have a valid immigration or right to work status at Completion, entitling such Director, Employee or Consultant to be employed or engaged by the relevant Group Company for at least three months following Completion; and (ii) is employed or engaged in accordance with the terms of that Director's, Employee's or Consultant's (as applicable) immigration or right to work status.
- (c) Each Group Company has, during the Relevant Period, performed checks on the immigration status of its Directors, Employees and Consultants, in accordance with Applicable Law in all material respects, to ensure that each such person has the right to work in any country in which they work. Each Group Company has in its possession a copy of the relevant right to work evidence for any such person who, so far as the Seller is aware, requires immigration permission to work in any country in which they work.
- (d) So far as the Seller is aware, no person has been or is employed by any Group Company who, at any time during employment or engagement, did not or does not have appropriate immigration permission to work in any country in which they work or is otherwise in breach of any Applicable Law in connection with their immigration or right to work status.
- (e) No Group Company has received a civil penalty or other immigration fine in the two years before the date of this agreement.
- (f) Other than Magus Research Limited, none of the Group Companies currently has an immigration sponsor licence granted by the Home Office or a pending application for a sponsor licence, and none of the Group Companies has previously held a sponsor licence that was revoked by the Home Office within the three years before the Completion Date.
- (g) Magus Research is currently sponsoring two employees that hold Skilled Worker immigration permission and has complied with its sponsorship duties, including in relation to record keeping and reporting to the Home Office any qualifying changes to the business or the employment terms of its sponsored workers.
- (h) None of the Group Companies has received notification from the Home Office that it intends to investigate, audit or take other enforcement action against any Group Company for an alleged breach of Applicable law relating to the prevention of illegal working or sponsorship duties.
- (i) Each Group Company has in relation to its Directors and Employees (and so far as relevant to each of its former Directors and Employees) materially complied with Applicable Law and codes of conduct and practices relevant to the relations between the Group Company and its Directors and Employees.

- (j) Within the period of one year preceding the date of this agreement no Group Company has been a party to any transfer under the Acquired Rights Directive 2001/23/EC (the "**ARD**") implementing legislation (as amended from time to time) enacted by any current or former member state of the European Union or European Economic Area, or any legislation (as amended from time to time) enacted at any time by any current or former member state of the European Union or European Economic Area to vary, replace, supersede or abolish any previous ARD implementing legislation, nor has any Group Company failed to comply with any duty to inform and/or consult any Employee, Employee representative, trade union, works council Employee association or other Employee-representative organisation or body, under any such legislation.
- (k) Documents 5.2.1 and 18.1.18.1 in the Data Room includes a list of the names of each director and officer of each Group Company (if any) who left the Group Company during the three years up to and including the date of this agreement, the date on which such director or officer left and reasons for such director or officer ceasing to be associated with the Group Company.
- (l) In the 12 months' period ending with the date of this agreement, no Group Company has started or completed collective consultations with any Employee, Employee representative, trade union, works council, Employee association or other Employee-representative organisation or body.
- (m) The particulars of any redundancy policies, formula and payment set out in the Disclosure Letter are true, complete and accurate.

12. Pensions (General)

- 12.1 Details of each "employee benefit plan," whether or not such term is defined in Section 3(3) of ERISA (whether or not subject to ERISA) and each other employee benefit or compensatory plan, arrangement, fund, practice, promise, agreement or scheme, including any bonus, deferred compensation, equity-based employment, termination, retention, change in control or severance agreement, or any other plan, program, policy, arrangement or contract that is established, maintained, sponsored, or contributed to by any Group Company, in each case, under which any Group Company has incurred or will incur or could incur any liability or responsibility, contributes to, or is obliged to contribute to, for the provision of any pension drawdown, lump sum, gratuity, death benefit, ill-health benefit, benefit on leaving service (whether voluntary or not) or other retirement benefit ("**Relevant Benefits**") in respect of, for the benefit of or by reference to any present or former Director, Employee, or consultant, in each case, to the extent material, are contained in the Data Room (the "**Disclosed Schemes**"). A complete and correct list of all Disclosed Schemes is set out in folders 5.4, 6.3, 9.1.2.9, 19.1.21, 19.1.22 and 19.1.29 of the Data Room.
- 12.2 With respect to each Disclosed Scheme, the Seller has provided the Buyer with true, complete and correct copies in the Data Room of (to the extent applicable): (i) all documents pursuant to which the Disclosed Scheme is maintained, funded and administered (including the plan and trust documents, any amendments thereto, the summary plan descriptions, and any insurance contracts or service provider agreements); (ii) the most recent annual reports (Form 5500 series) (with applicable attachments); (iii) the most recent determination, opinion, or advisory letter received from the Internal Revenue Service; (iv) the most recent reports with respect to the funded status of such Plan; and (v) all non-routine or material correspondence to and from any Competent Authority with respect to any Disclosed Scheme in the last two (2) years.
- 12.3 Other than the Disclosed Schemes, no Group Company is party to or has any actual or any contingent liability or responsibility in respect of any arrangement, fund, scheme, practice, promise or agreement for the provision of Relevant Benefits, and, so far as the

Seller is aware, no proposals or announcements have been made about the introduction, continuance, variation of, or payment of any contribution towards any such arrangement, fund, scheme, practice, promise or agreement.

12.4 No Disclosed Scheme is a UK occupational pension scheme, as defined in section 1 of the Pension Schemes Act 1993.

12.5 There is and during the Relevant Period there has been no outstanding claim or investigation by or from any Competent Authority in relation to the provision or absence of provision of Relevant Benefits by any Group Company or any Disclosed Scheme and there have been no communications with the Pensions Advisory Service, the Pensions Ombudsman, HMRC, and/or the Pensions Regulator in relation to such benefits. So far as the Seller is aware, there are no circumstances that may give rise to any such dispute, complaint or investigation and each Group Company has complied in all material respects with all applicable statutes and other laws which relate to the provision of Relevant Benefits and are in force and binding on any Group Company and with its obligations to, under and in respect of the Disclosed Schemes. The Group Companies have at all times complied with their auto enrolment obligations under the Pensions Act 2008 and associated legislation.

12.6 Each of the Disclosed Schemes:

- (a) is, where applicable, registered with the relevant tax authorities;
- (b) that is intended to be qualified under Section 401(a) of the IRS Code (a "**Company Defined Contribution Plan**") is so qualified and such Disclosed Scheme is a prototype or volume submitter plan that may rely on an opinion or advisory letter received from the Internal Revenue Service, and, so far as the Seller is aware, nothing has occurred and no circumstance exists that could adversely affect the qualified status of the Disclosed Scheme;
- (c) has been established, maintained, operated and administered materially in accordance with the terms of its governing documentation and Applicable Laws;
- (d) so far as the Seller is aware, no event has occurred and no circumstance exists that could reasonably be expected to give rise to material liability or penalty under Applicable Law with respect to any Disclosed Scheme;
- (e) has no material liabilities which are required to be funded and have not been; and
- (f) save for insured benefits, is not liable to provide any benefits defined on a basis other than by reference to the contributions made and investment returns, such that in the case of a Disclosed Scheme in the UK all benefits are "money purchase benefits" within the meaning of section 181(1) of the UK Pension Schemes Act 1993.

12.7 All lump sum death benefits which are not "money purchase benefits" within the meaning of section 181(1) of the UK Pension Schemes Act 1993 are fully insured on standard terms with an insurance company regulated in the European Union or the United Kingdom and, so far as the Seller is aware, there is no reason why such insurance may be withdrawn or otherwise cease to apply (either generally or in any given case).

12.8 To the extent that pension contributions are paid by any Group Company to a Disclosed Scheme in the UK by way of a salary sacrifice or exchange arrangement, each such arrangement has been validly implemented in accordance with HMRC requirements.

- 12.9 In relation to any UK occupational pension scheme to which section 75 of the Pensions Act 1995 applies, has applied or can apply (a "UK Defined Benefit Pension Scheme"):
- (a) no Group Company has ever contributed to, participated in, provided access to, had any (immediate or contingent) liability to, had employees who participated in or been in the same corporate group (to include all companies owned by the ultimate shareholder(s) and all companies down the chain) as, a UK Defined Benefit Pension Scheme;
- and so far as the Seller is aware:
- (b) no Group Company has ever been an "associate" of or "connected with" (as such terms apply in sections 38 to 51 of the Pensions Act 2004) an employer in relation to a UK Defined Benefit Pension Scheme;
 - (c) there are no circumstances that could or might result in any Group Company being issued with a contribution notice, financial support direction, restoration order or financial penalty by the Pensions Regulator under the Pensions Act 2004; and
 - (d) no officers or employees of any Group Company have engaged in any activity or conduct that constitutes an offence or gives rise to any liability under sections 58A to 58D (inclusive) of the Pensions Act 2004.
- 12.10 No current employee or director of a Group Company has a right, as a result of a "relevant transfer" for the purposes of either the Transfer of Undertakings (Protection of Employment) Regulations 1981 (before those regulations were revoked) or the Transfer of Undertakings (Protection of Employment) Regulations 2006 to: (i) a Retirement Benefit other than one relating to old age, invalidity or survivorship under an occupational pension scheme; or (ii) to a set amount of employer pension contributions under the UK Pensions Act 2004.
- 12.11 There are no pending or, so far as the Seller is aware, threatened actions, suits, investigations, disputes or claims with respect to any Disclosed Scheme (other than routine claims for benefits).
- 12.12 None of the Group Companies have in the last six (6) years been a party to or maintained, sponsored, contributed to or has been obligated to contribute to, or had any liability with respect to: (i) any plan subject to Title IV of ERISA, including a "multiemployer plan" (as defined in ERISA Section 3(37) and 4001(a)(3)); or (ii) a "multiple employer plan" (within the meaning of ERISA or the IRS Code);
- 12.13 None of the Group Company maintains, sponsors or contributes to: (i) any arrangement that provides medical, life insurance or other welfare benefits to any current or future retired or terminated employee (or any dependent thereof) other than as required pursuant to COBRA or other Applicable Laws; or (ii) an arrangement that is not either exempt from, or in compliance with, Section 409A of the IRS Code or that provides for indemnification for or gross-up of any taxes thereunder.
- 12.14 Neither the execution and delivery of this agreement nor transactions contemplated hereby, either alone or in conjunction with any other event, will: (i) result in any payment or benefit becoming due to any current or former director, officer, employee or independent contractor; (ii) materially increase any benefits otherwise payable under any Disclosed Scheme; or (iii) result in any acceleration of the time of payment, vesting or funding of any payment or benefit.
- 12.15 No amount paid or payable (whether in cash, in property, or in the form of benefits) in connection with the transactions contemplated hereby (either alone or in conjunction with

any other event) will be an “excess parachute payment” within the meaning of Section 280G of the IRS Code.

13. Computer System

13.1 The Computer System is legally and beneficially owned by a Group Company, or validly licensed to a Group Company pursuant to written agreements and each of the Group Companies' will continue to have the right to use the Computer Systems following the execution of this agreement in materially the same manner as such Group Company used such Computer Systems as at the date of this agreement.

13.2 The Computer System performs materially in accordance with specifications and any other descriptions under which they have been supplied.

13.3 So far as the Seller is aware, the Computer Systems are free from, and use adequate available technology to prevent as far as is reasonably possible, any virus, trojan horse, worm or other software program, routine, file or code designed to permit unauthorised access or damage to the Computer Systems or destruction or corruption of any data stored on or processed by the Computer Systems.

13.4 The Computer Systems (and each part of them):

- (a) have functioned consistently in all material respects (except for any pre-planned outage whilst maintenance or upgrade work has been carried out) since being installed and have not materially failed to function at any time during the Relevant Period; and
- (b) have been and are being regularly maintained (including being fully and effectively patched) and have the benefit of appropriate support and maintenance agreements.

13.5 The Group Companies have in place documented policies and procedures (details of which have been Disclosed) for ensuring the security of the Computer Systems and the confidentiality and integrity of all data stored in or processed by them, and so far as the Seller is aware such policies and procedures have been and are being complied with in all material respects.

13.6 The Group Companies have, and have had for at least the Relevant Period, procedures for testing the security of the Computer Systems, and the results of such testing do not include any risks categorised as 'very high', 'high' or equivalent.

13.7 The Computer Systems employ technological measures such as data loss prevention software, to allow the Group Companies to identify potential loss of Personal Data and confidential information.

13.8 The Group Companies have in place documented back-up, business continuity and disaster recovery systems, arrangements, plans and procedures (details of which have been Disclosed) to enable the business of each Group Company to continue without material adverse change in the event of a failure of any of the Computer Systems or occurrence of any event or circumstance which might otherwise result in a failure of any of the Computer Systems. Such systems, arrangements, plans and procedures have been tested in the 12 months prior to the date of this agreement, and no material shortcoming has been revealed.

13.9 During the Relevant Period, each Group Company has complied at all material times with applicable cyber security laws, in all material respects.

13.10 In respect of the Computer Systems, a copy of the Company's disaster recovery and business continuity plan is Disclosed.

13.11 Computer contracts

- (a) Complete and accurate copies of all Computer Contracts, other than Computer Contracts for unmodified, off-the-shelf software that is generally available on non-discriminatory pricing terms, are in folders 18.1.24 and 19.1.64 of the Data Room.
- (b) The Computer Contracts are valid and binding and no material Computer Contracts will be breached, lost, terminated, rendered liable to any right of termination or assignment or their terms amended by virtue of the execution of this agreement.
- (c) So far as the Seller is aware, no party to a Computer Contract is in material breach of its terms and no written dispute or claim has arisen in relation to any Computer Contract, nor is the Seller aware of any facts or circumstances which might give rise to any such allegation, notification, application, dispute or claim.
- (d) Other than those expressly set out in the Computer Contracts there are no royalties, licence fees, other fees or other consideration (including non-monetary consideration) payable by any Group Company in connection with any of the Computer Systems.

14. Legal compliance and litigation

14.1 Each Group Company is conducting, and during the Relevant Period has conducted, the business of that Group Company in material compliance with all Applicable Laws. No event has occurred, and no condition or circumstance exists that would reasonably be expected to (with or without the passage of time) constitute or result directly or indirectly in a material violation by any Group Company of, or a material failure by any Group Company to comply with, any Applicable Law.

14.2 No Group Company has received written notice in the Relevant Period from any Competent Authority that it is in material violation of, or in material default with respect to any statute, regulation, order, decree or judgment of any Competent Authority and no Group Company, so far as the Seller is aware, is currently undergoing any investigation, enquiry, non-routine audit or non-routine visit by any Competent Authority.

14.3 No Group Company is currently engaged in (or has in the Relevant Period been engaged in) any litigation, arbitration or other dispute resolution process, or administrative or criminal proceedings, whether as claimant, defendant or otherwise.

14.4 So far as the Seller is aware, there are no complaints, claims, disputes, investigations, disciplinary proceedings or other facts or circumstances likely to lead to any claim, suit, litigation, prosecution, investigation, enquiry or arbitration involving any Group Company.

14.5 There are no unfulfilled or unsatisfied judgments or court orders outstanding against any Group Company or which may affect any of them.

14.6 No distress, distraint, charging order, garnishee order, execution or other process which a court or a similar body may use to enforce payment of a debt has been levied or (so far as the Seller is aware) applied for in respect of any asset of any Group Company.

15. Licences, consents and compliance

- 15.1 Each Group Company holds all material licences, permissions, authorisations and consents required for or in connection with the carrying on of its business as it is being carried on at Completion (together the "**Licences**").
- 15.2 No Group Company has, received any written notice that it is in material breach of any of the terms of the Licences or that such Licences might not be renewed in whole or in part or are likely to be revoked, suspended or cancelled.

16. Anti-Bribery and Corruption

- 16.1 During the Relevant Period no Group Company nor, so far as the Seller is aware, any of the relevant person's directors, officers, employees, Associated Persons or any other person acting on such person's behalf has engaged in any activity or conduct that has resulted or shall result in a violation of:
- (a) any Anti-corruption Laws; and
 - (b) any Applicable Law relating to economic or trade sanctions, including the laws or regulations implemented by the Office of Foreign Assets Control of the United States Department of the Treasury and any similar Applicable Law or regulations in other jurisdictions.
- 16.2 During the Relevant Period, each Group Company has instituted and maintained appropriate policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance by such Group Company and its directors, officers, employees and agents for the time being with all anti-money laundering, anti-bribery and Anti-corruption Laws in relation to the businesses of the Group.
- 16.3 No Group Company is the subject of any sanctions administered by HM Treasury, the United Nations, the European Union or the Office of Foreign Assets Control of the US Department of the Treasury.
- 16.4 During the Relevant Period, the Group Companies have not nor any of the Group Company's directors, officers, employees, Associated Persons, or any other person acting on such person's behalf is or has been the subject of any investigation, inquiry, action or proceedings regarding any offence or alleged offence under anti-money laundering, counter-terrorist financing, sanctions or anti-fraud legislation, no such investigation, inquiry or proceedings have been threatened or are anticipated, and, so far as the Seller is aware, no facts exist which are likely to result in any Group Company or any person for whose acts or defaults such person may be vicariously liable becoming subject to any such investigation, inquiry, action or proceedings.

Part 3 - Tax Warranties

1. Accounts and liability for Tax

- 1.1 In the last 4 years, all Taxes for which a Group Company has been liable, and which have fallen due for payment (whether or not shown on any Tax Return) have been duly paid in full within applicable time limits.
- 1.2 In the last 4 years, all returns, notices, accounts, statements, computations, information, assessments and registrations which should have been made or provided by a Group Company to a Tax Authority by law for any Tax purpose have been made or provided within applicable time limits and were at the time accurate and complete in all material respects and none of them is, or so far as the Seller is aware is likely to be, the subject of any material dispute with any Tax Authority.
- 1.3 All records which a Group Company is required by law to keep for Tax purposes have been duly kept and are available for inspection at the premises of the relevant Group Company or remotely. In the last 4 years, no Group Company has paid or become liable to pay any material interest, penalty, surcharge or fine relating to Tax.
- 1.4 In the last 4 years, no Group Company has been subject to (or is currently subject to) any non-routine investigation, audit, enquiry or visit by any Tax Authority, and no Group Company has in the last 4 years been notified of any such non-routine investigation, audit, enquiry or visit planned. No Group Company is currently involved in a dispute or is under audit with the IRS or any other Tax Authority and any audits in the last 4 years (if any) have been completed and fully resolved with the applicable Tax Authority conducting such audit and all Taxes determined by such audit to be due from the Group Companies have been paid in full to the applicable Tax Authorities or adequate reserves therefor have been established and are reflected in the Accounts.

2. Deductions and withholdings

Each Group Company has (i) made all deductions and withholdings in respect, or on account, of any Tax from any payments made by it in the last 4 years which it is or was obliged by law to make, (ii) accounted in full to the appropriate Tax Authority for all amounts so deducted or withheld within applicable time limits and (iii) complied in all material respects with all information reporting and withholding requirements in respect of payments made by the Group Companies in the last 4 years.

3. Demerger

In the last 5 years, no Group Company has entered into a demerger under Part 23 CTA 2010 (or any equivalent provision in any jurisdiction).

4. Tax grouping

No Group Company (i) has any liability for the Taxes of any person (other than the other members of such group headed by CrownPeak Parent Holdings, Inc.) pursuant to Treasury Regulation Section 1.1502-6 (or any corresponding or similar provisions of state, local or foreign Tax Law), as a transferee or successor, by Contract (other than pursuant to any such agreement that does not have a principal purpose relating to Taxes or with customers, vendors, lenders, lessors or the like entered into in the ordinary course of business (each a "**Customary Contract**")) or otherwise by operation of Law, and/or (ii) is, or has ever been, a member of a consolidated, combined, unitary, aggregate or affiliated group (within the meaning of Section 1504(a) of the Code) of which CrownPeak Parent Holdings, Inc. was not the ultimate parent corporation.

5. Completion

No charge to Tax will arise on any Group Company by virtue of the entering into and/or completion of this agreement.

6. Tax residence

- 6.1 Each Group Company has been resident solely in the jurisdiction of its incorporation and is not and has not been treated for any Tax purpose as resident (or dual-resident) in any other jurisdiction(s). No Group Company has a permanent establishment or other taxable presence and has at no time in the last 3 years incurred any liability to Tax, in any jurisdiction other than that in which it was incorporated.
- 6.2 As far as the Seller is aware, no written claim has ever been made by a Competent Authority in a jurisdiction where any Group Company does not file Tax Returns or pay Taxes of a particular type that such Group Company is or may be required to file such Tax Returns or pay such Taxes in that jurisdiction.

7. Secondary liability

- 7.1 In the last 4 years, no transaction, act, omission or event has occurred in consequence of which a Group Company was held to be secondarily liable for any Tax where some other company or person (other than another Group Company) was primarily liable for the Tax in question (whether by reason of any such company being or having been a member of the same group of companies or otherwise).
- 7.2 As far as the Seller is aware, no Group Company is a party to or bound by any Tax sharing or Tax allocation agreement (other than (i) pursuant to any Customary Contract, or (ii) where the sole beneficiary or beneficiaries is one or more Group Companies).

8. VAT and other sales tax

Each Group Company is a taxable person for the purposes of applicable VAT legislation in the jurisdictions in which it conducts business and all regulations, orders, notices and other provisions made under such legislation and is duly registered for the purposes of VAT in such jurisdiction, in each case as required by applicable law. For purposes of this paragraph 8, "VAT" shall not include any United States goods and sales tax and sales and use tax or any similar tax in the United States.

9. Stamp tax

Each Group Company has duly paid all stamp duty and all equivalent transfer taxes in respect of all documents which are liable to stamp duty or equivalent transfer taxes and are necessary to establish or evidence the right, title or interest of a Group Company to or in its properties, undertaking or assets, and such documents were duly and properly stamped within the requisite period for stamping and all such duty together with any interest and penalties have been duly paid.

10. Tax avoidance

No Group Company has been a party to, a promoter of, or been involved in, any "reportable transaction" within the meaning of Treasury Regulations Section 1.6011-4 or any other transaction, scheme or arrangement of which the main purpose (or one of the main purposes) is the avoidance of a liability to Tax.

11. Foreign Companies

No Subsidiary of any Group Company that was organized in a jurisdiction other than the United States is a “surrogate foreign corporation” within the meaning of Section 7874(a)(2)(B) of the Code.

12. Tax Credits

As far as the Seller is aware, all claims made by a Group Company in the last 4 years for a research and development tax relief or research and development tax credit under any legislation relating to reliefs or credits for research and development in the United Kingdom or elsewhere) were valid when made.

13. Payroll Tax

So far as the Seller is aware, each relevant Group Company acted in accordance with their legal obligations to determine whether any individual engaged by that Group Company as a consultant, contractor or otherwise on a self-employed basis was, at the time of their engagement, properly so categorised and was not an employee or worker of such Group Company for tax purposes.

14. Miscellaneous

14.1 There are no Encumbrances for Taxes against any of the assets of, or equity interests in, any Group Company other than Encumbrances for Taxes not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance with US GAAP.

14.2 No Group Company has in the last 4 years constituted either a “distributing corporation” or a “controlled corporation” in a transaction (or series of transactions) intended to be governed in whole or in part by Section 355 or Section 361 of the Code (or any similar provision of state, local or foreign Applicable Law).

14.3 Since the Accounts Date, no Group Company has: (A) changed any method of accounting for Tax purposes; (B) entered into any “closing agreement” under Section 7121 of the Code (or similar provision of state, local or foreign Applicable Law) with any Competent Authority with respect to any Tax matter; (C) surrendered a right to a material Tax refund; (D) filed an amended Income Tax Return or other material Tax Return; or (E) changed an accounting period with respect to any Tax.

14.4 Each Group Company is in compliance in all material respects with all applicable escheat and unclaimed property laws and regulations.

14.5 There is not currently in effect any waiver of the statute of limitations in respect of the assessment or collection of any Taxes or the filing of any Tax Returns, of the Group Companies (other than automatic extensions obtained in the ordinary course of business).

14.6 No Group Company (nor Buyer, in respect of the Group Companies) will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date as a result of: (A) any change in method of accounting made prior to the Closing Date for a taxable period ending on or prior to the Closing Date, including pursuant to Section 481 of the Code (or any corresponding or similar provisions of state, local or foreign Tax Law) in relation to transactions or events prior to the Closing, (B) any use of an improper method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date; (C) any “closing agreement,” as described in Section 7121 of the Code (or

any corresponding or similar provision of state, local or foreign Tax Law) executed on or prior to the Closing Date, (D) gain recognition agreement to which any Group Company is a party under Section 367 of the Code (or any corresponding or similar provision of income Tax Law), or (E) any installment sale or open transaction disposition made on or prior to the Closing Date. No Group Company will be required to make any payment after the Closing Date as a result of an election under Section 965 of the Code.

Part 4 - Buyer Warranties

1. Capacity of the Buyer

- 1.1 The Buyer has the requisite power and authority to enter into and perform its obligations under this agreement and the other Transaction Documents to which it is a party.
- 1.2 The obligations of the Buyer under this agreement constitute, and the obligations of the Buyer under the other Transaction Documents to which it is a party, shall constitute when delivered, valid and binding obligations of the Buyer in accordance with their respective terms.
- 1.3 The execution and delivery of, and the performance by the Buyer of its obligations under, this agreement and the other Transaction Documents to which it is a party shall not:
 - (a) result in a material breach of any provision of the constitutional documents of the Buyer;
 - (b) result in a material breach of, or constitute a default under, any instrument to which the Buyer is a party or by which the Buyer is bound;
 - (c) result in a breach of any order, judgment or decree of any court or governmental authority to which the Buyer is a party or by which the Buyer is bound; or
 - (d) require the consent of its shareholders or any other person except such consent as has already been given.
- 1.4 The Buyer has obtained all necessary approvals, consents or permissions (including any such approvals, consents or permissions required from its shareholders), whether formal or informal, to enter into this agreement and carry out its obligations hereunder.

2. Solvency of the Buyer

No Insolvency Event has occurred in relation to the Buyer.

3. Consideration Shares

- 3.1 The Consideration Shares are or will be issued as fully paid, with full title guarantee, free from all liens, equitable interests, charges, encumbrances, options, rights of pre-emption and any other third party rights or interests of any nature whatsoever, and together with all rights or interests of any nature whatsoever attaching or accruing to such Consideration Shares at Completion or thereafter attaching or accruing thereto, including (without limitation) voting rights and the right to receive and retain all dividends and other distributions (if any) announced, authorised, declared, paid or made or which become payable, or any return of capital (whether by reduction of share capital or share premium account or otherwise) made, by the Buyer in respect of a Consideration Share by reference to a record date falling on or after the Completion Date.
- 3.2 The issuance and allotment of the Consideration Shares and the issuance of the Loan Notes in accordance with the terms of this agreement are in accordance with Applicable Law and will not result in a breach of any provision of the constitutional documents of the Buyer or of Applicable Law or of the requirements of any Competent Authority or of any instrument to which the Buyer is a party or by which the Buyer is bound.
- 3.3 The Buyer has obtained all necessary approvals, consents, waivers or permissions (including, without limitation, any such approvals, consents or permissions required from its shareholders, under Applicable Law or from any Competent Authority) to issue the Consideration Shares and the Loan Notes to the Buyer.

4. Anti-Bribery and Corruption

- 4.1 Neither the Buyer nor any member of the Buyer's Group nor, so far as the Buyer is aware, any of the relevant person's directors, officers, employees, Associated Persons or any other person acting on such person's behalf has engaged in any activity or conduct that has resulted or shall result in a violation of:
- (a) any Anti-corruption Laws; and
 - (b) any applicable law or regulations relating to economic or trade sanctions, including the laws or regulations implemented by the Office of Foreign Assets Control of the United States Department of the Treasury and any similar laws or regulations in other jurisdictions.
- 4.2 During the Relevant Period, the Buyer and each member of the Buyer's Group has instituted and maintained appropriate policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance by such member of the Buyer's Group and its directors, officers, employees and agents for the time being with all anti-money laundering, anti-bribery and Anti-corruption Laws in relation to the businesses of the Buyer's Group.
- 4.3 Neither the Buyer nor any member of the Buyer's Group is the subject of any sanctions administered by HM Treasury, the United Nations, the European Union or the Office of Foreign Assets Control of the US Department of the Treasury.
- 4.4 Neither the Buyer's nor any member of the Buyer's Group nor, so far as the Buyer is aware, any of its or their directors, officers, employees, Associated Persons is or has been the subject of any investigation, inquiry, action or proceedings regarding any offence or alleged offence under anti-money laundering, counter-terrorist financing, sanctions or anti-fraud legislation.

5. Legal compliance and litigation

- 5.1 The Buyer and each member of the Buyer's Group (and, so far as the Buyer is aware, its and their directors and employees) is conducting, and during the Relevant Period has conducted, the business of the Buyer and each member of the Buyer's Group in material compliance with all Applicable Laws. No event has occurred, and no condition or circumstance exists that would reasonably be expected to (with or without the passage of time) constitute or result directly or indirectly in a material violation by the Buyer or any member of the Buyer's Group (or, so far as the Buyer is aware, a material violation by any director or employee or consultant of the Buyer or the member of the Buyer's Group) of, or a material failure by the Buyer or of the Buyer's Group (or, so far as the Buyer is aware, a material failure by any director, officer, employee or consultant of the Buyer or the Buyer's Group) to comply with, any Applicable Law.
- 5.2 Neither the Buyer nor any member of the Buyer's Group (nor, so far as the Buyer is aware, its or their directors, officers, employees or consultants) has received written notice in the Relevant Period from any Competent Authority that such person is in material violation of, or in material default with respect to any statute, regulation, order, decree or judgment of any Competent Authority (if and to the extent that it relates or is connected to the Buyer or a member of the Buyer's Group).
- 5.3 Save if and to the extent specifically disclosed in any of the Buyer's reports prepared under section 13(a) or 15(d) of the Securities Exchange Act of 1934 of the United States of America (Form 20-F or Form 6-K) and/or as published on the Buyer's website or otherwise in the public domain, in respect of the Relevant Period, neither the Buyer nor any member of the Buyer's Group (nor, so far as the Buyer is aware, its or their directors or officers (in their capacity as such)) is engaged in (or has in the Relevant Period been

engaged in) any material litigation, arbitration, enquiry or other dispute resolution process, or administrative or criminal proceedings, whether as claimant or defendant (if and to the extent that it relates or is connected to the Buyer or a member of the Buyer's Group) and excluding debt collection or other matters in the ordinary course of business.

SCHEDULE 3

Limitations on liability

1. Maximum Claims

- 1.1 The total aggregate liability of the Seller in respect of all [***] shall not exceed [***], including all costs, fees and expenses reasonably and properly incurred by the Buyer in respect of such Insured Claims.
- 1.2 Subject to paragraphs 1.1 and this paragraph 1.2 and without prejudice to paragraph 2 of this schedule 3, the maximum aggregate liability of the Seller for all Claims which are not Insured Claims shall not exceed an aggregate amount equal to [***] and the maximum aggregate liability of the Seller for the following Claims shall be further limited to:
- (a) in the case of all [***], an aggregate amount equal to [***];
 - (b) in the case of all [***], an aggregate amount equal to [***];
 - (c) in the case of any and all [***], an aggregate amount equal to [***];
 - (d) in the case of all RL Indemnity Claims, an aggregate amount equal to [***];
 - (e) in the case of all [***], an aggregate amount equal to [***];
 - (f) in the case of all [***], an aggregate amount equal to [***]; and
 - (g) in the case of all [***] and [***], an aggregate amount equal to [***]; and
 - (h) in the case of all [***], an aggregate amount equal to [***].

2. Claims thresholds

- 2.1 The Buyer shall not be entitled to recover in respect of any Excluded Claim (or series of related Excluded Claims with respect to related facts or circumstances) for an amount (including any costs and expenses of the Buyer's Group relating to such Excluded Claims) less than [***].
- 2.2 The Buyer shall not be entitled to recover in respect of any Excluded Claim unless and until the aggregate amount of all such Excluded Claims exceeds an amount (including any costs and expenses of the Buyer's Group relating to such Excluded Claims) equal to [***], but once the aggregate amount of all such Excluded Claims has exceeded such sum, the Seller shall be liable under the Excluded Claim in respect of the full amount of all such Excluded Claims and not only the amount by which such sum is exceeded.

3. Time limits

- 3.1 Subject to paragraphs 22.1 and 22.2 of this schedule 3, no Claim nor any Tax Claim shall be brought against the Seller (including in respect of any of the Seller Warranties) unless the Buyer has given written notice to the Seller of such Claim or claim under the Tax Covenant in accordance with the requirements of paragraph 4 of this schedule 3 and as soon as reasonably practicable but in any event no later than:
- (a) in the case of a [***] under the [***], on or before the date falling [***] after the date of this agreement;

- (b) in the case of a [***], on or before the date falling [***] after the date of this agreement;
- (c) in the case of a [***] (other than a [***]), on or before the date falling [***] after the date of this agreement;
- (d) in the case of a [***], on or before the first Business Day falling [***] after the Completion Date ;
- (e) in the case of a [***]: (x) on or before the first Business Day falling [***] after the Completion Date if no [***]; or (y) upon the completion of any [***] with respect to the matters that are the subject of the [***] that has started prior to two years after the Completion Date;
- (f) in the case of a [***], on or before the first Business Day falling [***] after the Completion Date;
- (g) in the case of any and all [***], on or before the date falling [***] after the date of this agreement;
- (h) in the case of a [***], on or before the date falling [***] after the date of this agreement;
- (i) in the case of a [***], on or before the date falling [***] after the date of this agreement;
- (j) in the case of an [***], on or before the date falling [***] after the date of this agreement;
- (k) in the case of any and all [***], on or before the date falling [***] after the date of this agreement;
- (l) in the case of any and all [***], on or before the date falling [***] after the date of this agreement; and
- (m) in the case of any Claim (other than a [***]), on or before the date falling [***] after the date of this agreement.

4. Notice content requirements

4.1 Any written notice of a Warranty Claim or Tax Claim or Indemnity Claim shall specify in reasonable detail:

- (a) the nature of the Warranty Claim or Tax Claim or Indemnity Claim; and
- (b) the Buyer's good faith estimate of the amount of Losses which is, or will be, the subject of the Warranty Claim or Tax Claim or Indemnity Claim.

4.2 Any failure by the Buyer or any member of the Buyer' Group to comply with the requirements of paragraph 4 above shall not in any way invalidate or prejudice the relevant Warranty Claim or Tax Claim or Indemnity Claim, save where the Seller's liability is increased as a result of such failure by the Buyer, in which case the Seller shall not be liable to the extent of such increase in its liability.

5. Contingent liabilities

5.1 The Seller shall not be liable in respect of a Claim or Tax Claim or Indemnity Claim if and to the extent that such liability is contingent or unquantifiable, unless and until such liability becomes an actual and quantifiable liability and is due and payable within:

- (a) in the case of a [***] under the Business Warranties, on or before the date falling [***] after the date of this agreement;
- (b) in the case of a [***], on or before the date falling [***] after the date of this agreement;
- (c) in the case of a [***] (other than a [***]), on or before the date falling [***] after the date of this agreement;
- (d) in the case of a [***], on or before the first Business Day falling [***] after the Completion Date ;
- (e) in the case of a [***]: (x) on or before the [***]; or (y) upon the completion of any [***] that has started prior to two years after the Completion Date;
- (f) in the case of a [***], on or before the first Business Day falling [***] after the Completion Date;
- (g) in the case of a [***], on or before the date falling [***] after the date of this agreement;
- (h) in the case of a [***], on or before the date falling [***] after the date of this agreement;
- (i) in the case of a [***], on or before the date falling [***] after the date of this agreement;
- (j) in the case of an [***], on or before the date falling [***] after the date of this agreement;
- (k) in the case of a [***], on or before the date falling [***] after the date of this agreement;
- (l) in the case of an [***], on or before the date falling [***] after the date of this agreement; and
- (m) in the case of any Claim (other than a [***]), on or before the date falling [***] after the date of this agreement,

provided that this shall not operate to limit the Buyer from giving notice of a Warranty Claim or Tax Claim or Indemnity Claim within the time limits set out in paragraph 3 of this schedule 3 (and in accordance with the requirements of paragraph 4 of this schedule 3) in respect of a liability which is contingent or unascertained at the time that such written notice of the Warranty Claim or Tax Claim or Indemnity Claim is given.

6. Commencement of proceedings

6.1 Any written notice of a Warranty Claim or Tax Claim or Indemnity Claim shall (if it has not been previously satisfied, settled or withdrawn) be deemed to be irrevocably withdrawn nine months after the later of:

- (a) the date on which written notice of the Warranty Claim or Tax Claim or Indemnity Claim is given in accordance with paragraph 3.1 of this schedule 3; and
- (b) for any Warranty Claim or Tax Claim in respect of which the Seller is not liable by virtue of paragraph 2 of this schedule 3, the date on which paragraph 2 of this schedule 3 ceases to apply to such Warranty Claim or Tax Claim;
- (c) subject to paragraph 5.1 of this schedule 3, in the case of a contingent liability, the date the relevant contingent liability becomes an actual liability and is due and payable;
- (d) in the case of a Warranty Claim or Tax Claim or Indemnity Claim based on a liability to a third party, the date on which such liability becomes due and payable,

unless at such time legal proceedings in respect of such Warranty Claim or Tax Claim or Indemnity Claim have been commenced by being both properly issued and validly served.

7. Conduct of Third Party Claims

- 7.1 Subject to paragraph 7.3 and paragraph 8 of this schedule 3, if the Buyer or any of its Affiliates (including, from Completion, any Group Company) becomes aware of any claim, action or demand against it or any matter which the Buyer considers (acting reasonably) is likely to give rise to any Warranty Claim under the Seller Warranties (other than the Tax Warranties) (a "**Third Party Claim**"), then the Buyer shall:
- (a) as soon as reasonably practicable, give written notice to the Seller of such Third Party Claim giving, so far as possible, reasonable details thereof;
 - (b) conduct the defence of such Third Party Claim in good faith, and keep the Seller reasonably informed of the progress of such Third Party Claim, including by forwarding to the Seller copies of all material written communications, notices and court filings (including court papers) relating to such Third Party Claim;
 - (c) not dispose of, compromise, settle or appeal, the Third Party Claim without consulting the Seller; and
 - (d) consult with the Seller in relation to the conduct of (including any negotiations and/or proceedings arising in connection with, and in relation to any material step and its defence) such Third Party Claim and take into consideration any reasonable comments received from the Seller in good faith, provided that the Buyer shall have sole control of the conduct of such Third Party Claim and shall have the final decision (acting in its sole discretion) in respect of all relevant matters in connection with such Third Party Claim;
- 7.2 In relation to any Third Party Claim, the Seller shall use its reasonable endeavours to provide the Buyer and the Company with all co-operation, information, documentation and assistance as may be reasonably requested in writing by the Buyer and/or the Company in connection therewith.
- 7.3 The provisions of this paragraph 7 shall not apply in relation to any Insured Claim for which recovery is required to be sought by the Buyer under the terms of the W&I Insurance Policy and pursuant to paragraphs 22.1 and 22.2 of this schedule 3.
- 7.4 The obligations of the Buyer under paragraph 7.1 of this schedule 3 shall apply subject to Applicable Law.

8. Conduct of matters relating to certain Indemnity Claims

8.1 The Seller shall be entitled at its own expense and in its absolute discretion, by giving prior written notice to the Buyer, to take such action as it deems necessary to avoid, dispute, deny, defend, resist, appeal, compromise or contest matters relating to the [***] (including making counterclaims or other claims against third parties) in the name of and on behalf of the Buyer (or relevant Group Company) and to have the conduct of any related proceedings, negotiations or appeals. If such a notice is given:

(a) the Seller shall:

- (i) keep the Buyer reasonably informed of the progress of matters relating to the [***] (as applicable); and
- (ii) consult with the Buyer in relation to the conduct of matters relating to the [***] (as applicable) and take account of the reasonable representations of the Buyer;

(b) the Buyer shall, or shall procure that the Group Company shall:

- (i) delegate the conduct of any proceedings in respect of matters related to the [***] (as applicable) to the Seller;
- (ii) instruct such professional or legal advisers as the Seller may nominate (subject to the consent of the Buyer, such consent not to be unreasonably withheld, conditioned or delayed) to act in relation to the relevant proceedings in accordance with the instructions of the Seller (provided the Buyer shall be entitled to engage its own separate legal and professional advisors, at its own cost and expense);
- (iii) notwithstanding clause 22, preserve all documents, records, correspondence, accounts, electronically stored data and other information which is in the possession of the relevant Group Company relevant to the matters relating to the [***] (as applicable); and
- (iv) notwithstanding clause 22, subject to all their reasonable costs and expenses being paid by the Seller, give the Seller all such information and assistance including access to premises and personnel, and the right to examine and copy or photograph any assets, accounts, documents and records, as the Seller may reasonably request.

8.2 Paragraph 8.1 shall cease to apply in respect of a [***] (as applicable), and the Buyer (or relevant Group Company) may (subject to paragraph 7) in its absolute discretion do anything in respect of such [***] (as applicable), if and to the extent that the Seller has not notified the Buyer in writing of its intention to exercise its rights under paragraph 8.1.

8.3 The Buyer shall have conduct of any proceedings in respect of matters relating to the [***] and shall have discretion to take such action as it deems necessary to avoid, dispute, deny, defend, resist, appeal, compromise or contest matters relating to the [***]. The Seller shall be entitled, at its own expense and in its absolute discretion, to give written notice to the Buyer that it wishes to be jointly involved in the conduct of such proceedings. If the Seller provides such notice, the Buyer shall:

- (a) keep the Seller fully informed of and involved in the progress and conduct of matters (including (without limitation) as to status, time commitment, expenses, strategy and communications with claimants) relating to the [***] and take into account the reasonable representations of the Seller;

- (b) not take any material actions relating to such proceedings without the prior written consent of the Seller (such consent not to be unreasonably withheld, conditioned or delayed),

and in any event (whether or not such a notice is given) the Buyer shall:

- (c) not take steps to settle or compromise or enter into any settlement or compromise agreement or arrangement in relation to any such proceedings without the prior written consent of the Seller;
- (d) not be entitled to appoint professional or legal advisers in relation to any such proceedings without the prior written consent of the Seller (the Seller acting in good faith with consent not to be unreasonably withheld, conditioned or delayed); and
- (e) not take any action that would (or could reasonably be expected to) materially adversely prejudice the volume and/or size of a claim (or claims) in connection the [***].

9. No double recovery and no double counting

9.1 The Buyer agrees that neither it nor any of its Affiliates shall be entitled to recover damages or otherwise claim reimbursement or restitution (including in connection with the Completion Accounts) in respect of a damage or loss to the extent of the amount the Buyer or any of its Affiliates has already recovered in respect of the same damage or loss.

9.2 No amount (including any Relief) shall be taken into account, set off or credited more than once under this agreement (including in connection with the Completion Accounts) or the other Transaction Documents, with the intent that there will be no double counting under this agreement or the other Transaction Documents.

10. Other compensation

The Seller shall not be liable in respect of a Warranty Claim or Indemnity Claim if the subject of such Warranty Claim or Indemnity Claim has been or is made good or is otherwise compensated for without cost to the Buyer or any Group Company.

11. Changes in legislation

The Seller's liability for any Warranty Claim or Indemnity Claim shall not be increased as a result of:

- (a) the passing of, or a change in, any law, rule, regulation, treaty, constitution, order or administrative action, not in force on or prior to the date of this agreement;
- (b) any change after the date of this agreement of any interpretation or application of any of the foregoing or in the enforcement policy or practice of the relevant authorities;
- (c) the withdrawal of any extra-statutory concession or other agreement or arrangement currently granted by or made with any governmental authority (including any Tax Authority) whether or not having the force of law, at or after the date of this agreement; and
- (d) a change after the date of this agreement in the rate of Tax.

12. Mitigation

Nothing in this agreement shall, or shall be deemed to, relieve or abrogate the Buyer of any common law duty to mitigate any loss or damage arising from, or in respect of, a Warranty Claim or Indemnity Claim or any other provision of this agreement.

13. Certain losses

The Seller shall not be liable for any Warranty Claim or Indemnity Claim for any loss which constitutes: (i) punitive or aggravated damages; (ii) loss of business reputation; (iii) indirect or consequential loss; or (iv) loss of profit, goodwill, opportunity or reputation.

14. Opportunity to remedy breaches

The Seller shall not be liable in respect of a Fundamental Warranty Claim or any Claim (including any Indemnity Claim) that is not an Insured Claim, or such liability will be reduced, if and to the extent that the fact or circumstance giving rise to the Fundamental Warranty Claim or any Claim (including any Indemnity Claim) that is not an Insured Claim is capable of remedy and is remedied (without cost or damage to the Buyer or any member of the Buyer's Group) within 15 Business Days after written notice of the Fundamental Warranty Claim or Claim (including any Indemnity Claim) that is not an Insured Claim is given to the Seller.

15. Buyer knowledge

15.1 The Seller shall not be liable in respect of a Warranty Claim if and to the extent that the Buyer is at Completion actually aware of any fact or circumstance which the Buyer knew would give rise to such Warranty Claim.

15.2 For these purposes, the Buyer's actual awareness is deemed to include the actual knowledge of [***].

15.3 The Buyer confirms to the Seller that it is not actually aware of any fact or circumstance which it knows constitutes a breach of any Seller Warranties as at the date of this agreement.

16. Accounts

The Seller shall not be liable in respect of a Warranty Claim or Indemnity Claim if and to the extent that a specific provision or reserve has been made in the Accounts or the Management Accounts, or such a provision or reserve is made in the Completion Accounts.

17. Acts of the Buyer

17.1 The Seller shall not be liable in respect of a Warranty Claim or Indemnity Claim if it would not have arisen but for, or is increased, as a result of, any act:

- (a) by the Seller, any of its Affiliates (including for these purposes any Wider K1 Person), or any directors, officers, employees, consultants, agents, representatives, advisers of the foregoing, occurring with the written consent or at the written request or direction of the Buyer or any person acting on behalf of the Buyer after the date of this agreement;
- (b) by the Buyer, a member of the Buyer's Group, or any representatives of any of the foregoing on or after signing of this agreement, excluding any such act or omission which:

- (i) was to comply with laws or regulations or pursuant to a legally binding obligation, commitment or arrangement to which the Buyer entered into on or before the date of this agreement; or
- (ii) was in the ordinary course of business of such person;

(c) by the Buyer in breach of any of its obligations under this agreement or any other Transaction Document

17.2 If the Seller has paid an amount in discharge of a Warranty Claim or Indemnity Claim, and the Buyer or a member of the Buyer's Group subsequently recovers or may be entitled to recover from a third party a sum that compensates the Buyer or relevant member of the Buyer's Group in respect of the Losses which are the subject of the Warranty Claim or Indemnity Claim, the Buyer shall, or shall procure that the relevant member of the Buyer's Group shall:

- (a) promptly give the Seller written notice of such fact and provide such information as the Seller may reasonably require and as is reasonably available to the Buyer;
- (b) use reasonable endeavours to recover such sum from the relevant third party, save where to do so would have a material adverse effect on the business and/or goodwill of any member of the Buyer's Group; and
- (c) pay to the Seller as soon as practicable after receipt of such sum an amount equal to:
 - (i) if the amount paid by the Seller in respect of the Warranty Claim or Indemnity Claim is more than the Sum Recovered, the Sum Recovered; and
 - (ii) if the amount paid by the Seller in respect of the Warranty Claim or Indemnity Claim is equal to or less than the Sum Recovered, the amount previously paid by the Seller to the Buyer.
- (d) For the purposes of this paragraph 17.2, "**Sum Recovered**" means an amount equal to the total amounts recovered from the third party, less:
 - (i) all costs and expenses reasonably incurred by the Buyer or the relevant member of the Buyer's Group in obtaining such recovery;
 - (ii) any Tax charged on the amounts recovered in the hands of the Buyer or any member of the Buyer's Group (including any Tax which would have been payable in the absence of any Buyer's Relief) and not compensated for by the third party under a gross-up provision or similar; and
 - (iii) where the third party is an insurer, any increase in insurance premia as a result of the insurance claim giving rise to the recovery.

18. No repeated Warranty Claims or Indemnity Claims

No new Warranty Claim or Indemnity Claim on materially the same grounds may be made in respect of the same specific fact or circumstance which was the subject of a previous Warranty Claim or Indemnity Claim which has been waived or withdrawn (or deemed to be irrevocably withdrawn pursuant to paragraph 6 of this schedule 3).

19. Recovery under insurance

The Seller shall not be liable in respect of an Indemnity Claim if and the extent that the amount of such Indemnity Claim (or any Losses in respect of such Indemnity Claim) is covered or recoverable by the Buyer or any Group Company under a policy of insurance, or would have been recoverable if the policies of insurance by or for the benefit of the relevant Group Company and details of which have been provided (including via the Data Room) to the Buyer on or prior to the date hereof had been maintained after Completion on overall no less favourable terms than those existing at the date of this agreement.

20. Exclusion for fraud

Nothing in this schedule 3 shall have the effect of limiting, restricting or excluding any liability of the Seller which is the consequence of Fraud on the part of the Seller or any of its Affiliates.

21. Representatives

21.1 The Seller undertakes and agrees that, with effect from Completion, (in the absence of Fraud) it has no rights against, and shall not make any claim against, any current or former directors, officers, employees, consultants, agents and Advisers of or to the Buyer or any of its Affiliates or Connected Persons on whom it may have relied and in connection with such reliance before agreeing to any term of this agreement or any other Transaction Document or entering into this agreement or any other Transaction Document, other than under the terms of this Agreement or any other Transaction Document or any other direct contractual obligation existing between the Buyer and the relevant person (not being a director, officer, employee, consultant agent or Adviser of or to any Group Company).

21.2 The Buyer undertakes and agrees that, with effect from Completion, (in the absence of Fraud) it has no rights against, and shall not make any claim against, any current or former directors, officers, employees, consultants, agents and Advisers of the Seller or any of its Affiliates or Connected Persons (including for these purposes any Wider K1 Person) on whom it may have relied and in connection with such reliance before agreeing to any term of this agreement or any other Transaction Document or entering into this agreement or any other Transaction Document, other than under the terms of this Agreement or any other Transaction Document or any other direct contractual obligation existing between the Buyer (or after Completion any of the Group Companies) and the relevant person.

21.3 Paragraphs 21.1 and 21.2 of this schedule 3 confer a benefit on the persons named therein who are not party to this agreement and are intended to be enforceable by them by virtue of the Contracts (Rights of Third Parties Act) 1999.

22. Warranty and Indemnity Insurance

22.1 Notwithstanding any other provision of this Agreement, the Buyer acknowledges, agrees and undertakes that, save in the case of Fraud, the sole and exclusive remedy of the Buyer and its Affiliates for any Insured Claim in excess of £1.00 shall be a claim under the W&I Insurance Policy. Irrespective of whether the W&I Insurance Policy is in effect as at the date of this agreement or responds to or covers any Insured Claim, the Buyer, on behalf of itself and its Affiliates hereby, to the fullest extent permitted by Applicable Law, waives and agrees not to assert any action, proceeding or arbitration of any kind, and any and all rights, claims or causes of action they may not have or hereafter have (including any such rights, claims or causes of action arising under or based on common law or equity) against the Seller, its Affiliates (including for these purposes any Wider K1

Person) or their respective directors, partners, officers and employees related to, arising out of, or in connection with any Insured Claim.

22.2 The Buyer acknowledges and agrees that paragraph 22.3 of this schedule 3 and this paragraph 22.2 has full force and effect and will not be limited, affected or otherwise prejudiced:

- (a) by any failure, for any reason, of the W&I Insurance Policy to remain in full force and effect at any time before or after Completion (including if the W&I Insurance Policy is or becomes invalid due to insolvency, breach or default of any person);
- (b) irrespective of the validity and enforceability of the W&I Insurance Policy, its terms and conditions and whether or not it responds to an Insured Claim or to any liability or loss which the Buyer or a member of the Buyer's Group or its Affiliates suffers or incurs; and
- (c) notwithstanding that the Buyer is or may be unable for any reason to pursue or obtain a recovery under the W&I Insurance Policy (including because of relevant exceptions, qualifications or exclusions or the creditworthiness of or non-performance by any person).

22.3 The Buyer shall ensure that the W&I Policy contains the W&I Subrogation Provision.

22.4 As soon as reasonably practicable following the date of this agreement (and, in any event, within 10 Business Days of the date of this agreement), the Buyer shall:

- (a) enter into the W&I Policy and provide evidence that the W&I Policy has been inceptioned;
- (b) provide the Seller with a copy of the executed W&I Policy; and
- (c) pay W&I Premium Amount and W&I Premium Expenses to the W&I Insurer,

and during such period the Seller undertakes, subject to Applicable Law, to promptly provide such cooperation and assistance as may be reasonably requested by the Buyer in connection with the execution and inception of the W&I Policy.

22.5 The Buyer undertakes to the Seller:

- (a) to maintain the W&I Insurance Policy in full force and effect for the term of the policy as put in effect in accordance with paragraph 22.4 and, save as set out in this agreement with regards to the W&I Premium Amount and W&I Expenses, pay all insurance premiums to the W&I Insurer as required under the W&I Insurance Policy; and
- (b) not to terminate, vary, waive or amend any provision of the W&I Insurance Policy, without the prior written consent of the Seller (not to be unreasonably withheld, conditioned or delayed).

22.6 Except in the case of Fraud by or on behalf of the Seller, any risk as to the obtaining, validity or the collectability of any amounts under the W&I Insurance Policy shall be borne exclusively by the Buyer.

22.7 Nothing in paragraphs 6, 7, 12, 14, 17 or 18 of this schedule 3 shall require the Buyer (or any Group Company) to take, procure or permit the taking of any action, or omit to take any action in connection with or arising from an Insured Claim, which:

- (a) would be inconsistent with its and/or any Group Company's rights or obligations under the W&I Insurance Policy in a manner that could reasonably be expected to prejudice any right of the Buyer and/or any Group Company to make recovery under the W&I Insurance Policy; or
- (b) could otherwise be reasonably be expected to prejudice any right of the Buyer and/or any Group Company to make recovery under the W&I Insurance Policy,

provided always, for the avoidance of doubt, that (save in the case of Fraud) the sole and exclusive remedy of the Buyer and its Affiliates for any Insured Claim in excess of £1.00 shall be a claim under the W&I Insurance Policy irrespective of whether the W&I Insurance Policy responds to or covers such claim.

23. Claims against the Buyer

- 23.1 No claim for breach of the Buyer Warranties or otherwise under this agreement may be brought against the Buyer unless the Seller has given written notice to the Buyer of such claim by no later than the date falling [***] after the date of this agreement, [***].
- 23.2 The maximum liability of the Buyer for all claims for breach of the Buyer Warranties or otherwise under this agreement (except for its obligations under clauses 3.2 and 5.2(b)) shall not exceed an amount equal to [***].
- 23.3 Nothing in this paragraph shall have the effect of limiting, restricting or excluding any liability of the Buyer which is the consequence of Fraud on the part of the Buyer or any of its Affiliates.

24. General

- 24.1 Each provision of this schedule 3 shall be read and construed without prejudice to each of the other provisions of this schedule 3.
- 24.2 Where it is necessary to determine whether a monetary limit or threshold set out in this schedule 3 has been reached or exceeded (as the case may be) and the value of the relevant Claim or any of the relevant Claims is expressed in a currency other than USD, the value of each such Claim shall (save as where otherwise agreed in writing between the Buyer and the Seller) be translated into USD by reference to the average of the mid-market spot exchange rates (as published by Bloomberg at 4:00 p.m. (London time)) for the 30 day period preceding the date of receipt by the Seller of a written notification from the Buyer in accordance with paragraph 3.1 of this schedule 3 of the relevant Claim.
- 24.3 The provisions contained in this schedule 3 shall continue to apply after Completion on the terms of this schedule 3.

SCHEDULE 4

Completion obligations

Part 1 - Seller's obligations

1. At Completion, the Seller shall:

- (a) deliver or make available to the Buyer (or the Buyer's Lawyers):
 - (i) stock transfer power, in agreed form, duly executed by each of the Seller;
 - (ii) a counterpart of the Disclosure Letter, in agreed form, duly executed by the Seller;
 - (iii) the Principal Loan Amended and Restated Credit Agreement, in agreed form;
 - (iv) the prepayment notice relating to the Principal Loan Partial Repayment, in agreed form, duly executed by the Seller;
 - (v) the Intercreditor Agreement signed by the Seller and Monroe Capital Management Advisors, LLC;
 - (vi) a counterpart of the Registration Rights Agreement, in agreed form, duly executed by the Seller;
 - (vii) resolutions, in agreed form, evidencing termination of the Company Defined Contribution Plan effective as of no later than immediately before Completion;
 - (viii) the written resignations, in agreed form, effective as of Completion, of those directors and officers of the Company and any Group Company who it is agreed prior to Completion in writing between the Buyer and the Seller are to resign from the Company and any Group Company with effect from Completion; and
 - (ix) the following:
 - (A) in the case of the Company only, a resolution, in agreed form, of the directors of the Company and the Seller, approving the Transaction, this agreement and the other Transaction Documents ; and
 - (B) a resolution, in agreed form, of the directors of each of the relevant Group Companies approving the resignations referred to in paragraph (viii) above.

Part 2 - Buyer's obligations

1. At Completion, the Buyer shall deliver or make available to the Seller (or to the Seller's Lawyers):

- (a) a counterpart of the Disclosure Letter, in agreed form, duly executed by the Buyer;

- (b) the Loan Notes, in agreed form, and a copy of the Loan Note Instruments; and
- (c) the Intercreditor Agreement, in agreed form, acknowledged by the Buyer;
- (d) a counterpart of the prepayment notice relating to the Principal Loan Partial Repayment, in agreed form, duly executed by the borrowers under the Principal Loan;
- (e) a counterpart of the Registration Rights Agreement, in agreed form, duly executed by the Buyer.

Part 3 - General

1. All documents and items delivered prior to (and in anticipation of) Completion pursuant to this schedule 4 shall be held by the recipient to the order of the person delivering the same in accordance with clause 5.2.

SCHEDULE 5

Tax Schedule

Part 1 - Definitions and interpretation

1. Definitions

1.1 In the event of any conflict between the provisions of this schedule 5 and the rest of this agreement, the provisions of this schedule 5 shall take precedence in respect of all matters relating to Tax (except in respect of clause 10.8).

1.2 In this schedule 5:

"Accounts Relief" means any Relief:

- (a) which has been treated as an asset in preparing the Completion Accounts; or
- (b) which has been taken into account in computing (and so reducing or eliminating) any provision for deferred tax which appears in the Completion Accounts or has resulted in no provision for deferred Tax being made in the Completion Accounts;

"Actual Tax Liability" means any liability to make an actual payment or increased payment of, on account of, or in respect of Tax;

"Assessment" means:

- (a) any claim, notice, demand, assessment, determination or other document issued or action taken by or on behalf of a Tax Authority whereby it appears to the Buyer that any Group Company is, or may become, subject to a Tax Liability and whether or not such Tax Liability is primarily or directly payable by or attributable to the Group Company; and
- (b) any self-assessment made by any Group Company in respect of any Tax Liability which it considers that it is, or may become, liable to pay;

"Buyer's Relief" means:

- (a) any Accounts Relief;
- (b) any Post-Completion Relief; and
- (c) any Relief, whenever arising, of the Buyer or any member of the Buyer's Tax Group other than any Group Company;

"Buyer's Tax Group" means the Buyer and any other company or companies which is, or is for a Tax purpose, treated as being a member of the same group as, or otherwise controlled by, connected with, or associated with in any way, the Buyer for any Tax purpose from time to time;

"Code" means the U.S. Internal Revenue Code of 1986, as amended;

"Compensating Adjustment" means any Relief available to a person as a consequence of [***] being made in respect of another person;

"Corresponding Relief" mean any Relief which would not have arisen but for a liability in respect of which the Seller has made a payment in full under this schedule 5;

"Deemed Tax Liability" means:

- (a) the Loss of any Accounts Relief which is a right to repayment of Tax or payable tax credit;
- (b) the Loss of any Accounts Relief other than a right to a repayment of Tax or payable tax credit; and
- (c) the use, setting off or deduction in whole or in part of any Buyer's Relief against Income, Profits or Gains earned, accrued or received on or before Completion or in respect of any period ended on or before Completion or against any Tax arising in respect of an Event occurring on or before Completion or in respect of any period ended on or before Completion where the use, setting off or deduction of that Buyer's Relief has the effect of reducing or eliminating an Actual Tax Liability of any Group Company which would but for such use, setting-off or deduction, have given rise to a claim by the Buyer against the Seller under paragraph 3.1 of this schedule 5;

"Disputed Assessment" has the meaning given to it in paragraph 1.2 of part 4 of this schedule 5;

"Event" means:

- (a) any transaction, act, omission, circumstance, arrangement, payment, or other event, whether alone or in conjunction with any other transaction, act, omission, circumstance, arrangement, payment or other event (including, without limitation, the execution of, and Completion of, this agreement, this agreement becoming unconditional, the expiry of a period of time, the death, winding-up, dissolution or change in the residence for the purposes of Tax of any person and a company becoming or ceasing to be a member of a group of companies, or associated or connected with any person for the purposes of any Tax); and
- (b) the earning, receipt or accrual for any Tax purpose of any Income, Profits or Gains;

"Income, Profits or Gains" means revenue, profits, chargeable gains, turnover and any other similar measure by reference to which Tax is chargeable or assessed;

"IRS" means the U.S. Internal Revenue Service;

"Loss" means the loss, denial, disallowance, clawback, nullification, unavailability, reduction, or cancellation (in each case other than as a result of utilisation or set off) in whole or in part of any Relief;

"Post-Completion Relief" means any Relief (other than a Corresponding Relief) arising to any Group Company in respect of any period (or part of any period) or Event occurring or deemed to occur after Completion;

"Relief" means any loss, relief, allowance, exemption, credit, deduction or set off against Income, Profits or Gains or against or in respect of Tax for the purposes of any Tax or any right to a repayment of Tax (including any repayment supplement or interest in respect of Tax) or payable tax credit or saving of Tax;

[***]

"Tax Authority" means any local, provincial, municipal, governmental, state, federal or other fiscal, revenue, customs or excise authority body or official competent to impose,

administer, levy, assess or collect Tax in the United Kingdom, Germany, United States of America or elsewhere;

"Tax" means any and all forms of tax, levy, contributions, duty, impost, charge, tariff, withholding, deduction, rate and governmental charge (whether national or local) in the nature of tax (including, for the avoidance of doubt, national insurance contributions and/or social security contributions) whenever created, enacted or imposed and whether of the United Kingdom, any member state of the European Union, United States of America or elsewhere, together with all penalties, charges, surcharges, fines and interest, and in any case, whether or not any such taxes, penalties, charges, surcharges, fines and/or interest are directly or indirectly, or primarily, jointly or secondarily chargeable or attributable to the Group Companies, the Buyer or a member of the Buyer's Tax Group and whether or not the person so liable has or may have any right of indemnity or reimbursement against any other person;

"Tax Claim" means all and any claims under the Tax Covenant and/or for breach of the Tax Warranties;

"Tax Liability" means:

- (a) any Actual Tax Liability; or
- (b) any Deemed Tax Liability;

"Tax Return" means any return, report, claim for refund, information return or other document required to be filed with a Tax Authority with respect to Taxes, including any schedule or attachment thereto and amendment thereof;

[***]

"Unpaid Income Tax Assumptions" means, with respect to the determination of the Pre-Completion Income Tax Adjustments, the following bases: (i) that the Group Companies are liable to Tax only in jurisdictions where the Group Companies previously filed an Income Tax Return for the applicable Tax period or commenced activities after the end of the last Tax period for which an Income Tax Return was due, (ii) on a "closing of the books" basis as of the end of the day on the Completion Date in respect of any Straddle Period; (iii) by taking into account any Transaction Deductions in the Pre-Completion Tax Period to the extent permitted by Applicable Law at a "more likely than not" or higher level of comfort and reflecting an election to deduct 70% of all "success based fees" under U.S. Internal Revenue Service Procedure 2011-29, (iv) by taking into account as a reduction applicable prepayments, overpayments or estimated Income Tax payments made prior to the Completion and available Tax credits and available net operating losses (and other available Tax attributes) in the taxable period (or portion thereof) ending on the Completion Date, in each case, to the extent actually available to offset a particular Income Tax liability which would have otherwise been included; (v) in accordance with the past practice (including reporting positions, elections, and accounting methods) of the Group Companies in preparing Income Tax Returns, as modified by the final TP Study; (vi) excluding the Income Tax impact of any financing or refinancing arrangements entered into at any time by or at the direction of the Buyer or any of its Affiliates; and (vii) excluding any Income Taxes attributable to transactions entered into by or at the direction of Buyer or any of its Affiliates (including the Group Companies) outside the ordinary course of business on the Completion Date; and (vii) for clarity, excluding any liabilities for accruals or reserves established or required to be established under US GAAP methodologies that require the accrual for contingent Income Taxes.

2. Interpretation

2.1 References to:

- (a) an "**Event**" occurring in respect of a particular period or to "**Income, Profits or Gains**" earned, accrued or received on or before a particular date (including, without limitation, Completion) or in respect of a particular period include Events or Income, Profits or Gains which are deemed for the purposes of any Tax to have occurred or been earned, accrued or received (as appropriate) at or before that date or in respect of that period.

2.2 For the purposes of this schedule 5:

- (a) and in particular for computing any Tax Liability or Relief and for determining whether and to what extent a Tax Liability or a Relief relates to a pre- or post-Completion period, an accounting period of any Group Company shall be deemed to have ended on the Completion Date and the Completion Date shall be deemed to be an accounting date of that Group Company;
- (b) any liability of any Group Company to any fine, penalty, charge, surcharge, interest or other similar imposition shall be deemed to arise as a result of an Event occurring on or before Completion to the extent that it relates to any Tax Liability giving rise to a Tax Claim (or would, but for any Buyer's Relief give rise to a Tax Claim, ignoring for these purposes the operation of any of the financial limitations in this agreement) save to the extent that it is attributable to the failure of any Group Company to discharge any Tax Liability within 10 Business Days of the Seller paying an amount to the Buyers in respect of such Tax Liability giving rise to a Tax Claim;
- (c) any stamp duty which is chargeable on any instrument or, in the case of an instrument which is outside a jurisdiction, any stamp duty which would be chargeable on the instrument if it were brought into that jurisdiction, in either case which is necessary to establish the title of any Group Company and any interest, fines or penalties relating to such stamp duty shall be deemed to be an Actual Tax Liability of the Group Company which arose at the date of execution of the instrument when the instrument is stamped or when the instrument is first brought into the relevant jurisdiction for the purposes of enforcing the instrument;
- (d) any payments made under or for breach of this schedule 5 shall, so far as possible, be treated as an adjustment to the consideration paid by the Buyer for the Sale Shares.

2.3 In determining the amount of any Tax Liability for the purpose of this schedule 5, the amount of a liability is:

- (a) in the case of an Actual Tax Liability, the amount of the payment or increased payment of, or on account of, Tax; or
- (b) in the case of a Deemed Tax Liability:
 - (i) falling within part (a) of the definition of Deemed Tax Liability, the amount of the repayment or payable tax credit of Tax which would have been obtained had the Loss of it not occurred;
 - (ii) falling within part (b) of the definition of Deemed Tax Liability, the amount of Tax, on the basis of the tax rates current at the Completion Date, which would otherwise have been saved by any Group Company had the Loss

of it not occurred, assuming for this purpose that the Group Company had sufficient profits or was otherwise in a position to use the Relief; and

- (iii) falling within part (c) of the definition of Deemed Tax Liability (other than the use, setting off or deduction of an Accounts Relief, which shall be calculated in accordance with paragraph 2.3(b)(ii) above), the amount of Tax on the basis of the tax rates current at the Completion Date, which has been saved by any Group Company as a result of the set-off, use or deduction of the Buyer's Relief.

Part 2 - Tax Covenant

3. Tax Covenant

3.1 Subject to paragraph 4 of part 3 of this schedule 5, the Seller covenants to pay to the Buyer an amount equal to, without duplication:

- (a) any Actual Tax Liability of any Group Company arising by reference to:
 - (i) any Event which occurred on or before Completion; or
 - (ii) any Income, Profits or Gains which were earned, accrued or received on or before Completion;
- (b) the amount of any Deemed Tax Liability;
- (c) any Actual Tax Liability, whether arising before, on or after Completion, which is primarily the liability of another person (the "**Primary Person**") for which any Group Company is liable in consequence of:
 - (i) the Primary Person failing to discharge such Tax Liability; and
 - (ii) any Group Company at any time before Completion:
 - (A) being a member of the same group of companies as the Primary Person; or
 - (B) having control of, being controlled by, or being otherwise connected with, the Primary Person or being controlled by the same person as the Primary Person,for any Tax purpose;
- (d) any Actual Tax Liability of the Group Companies (determined, for clarity taking into account all available Reliefs, other than Buyer's Reliefs) in respect of amounts required to be withheld for income tax, employee national insurance or social security contributions (or any equivalent or similar amounts of any of the foregoing in any jurisdiction) required to be accounted for under the pay as you earn or other payroll system by a Group Company and any employer national insurance, apprenticeship levy or social security contributions (or any equivalent or similar amounts of any of the foregoing in any jurisdiction) (together, in each case, with any fine, penalty and interest relating to the same) in each case which (i) is due to a Tax Authority and (ii) arises as a result of:
 - (i) the sale of the Sale Shares by the Seller pursuant to the Agreement and/or payment of the Consideration pursuant to the Agreement;
 - (ii) the grant, exercise, surrender or other disposal of an option or other right to acquire securities or in respect of any acquisition, holding or disposal of any securities or employment-related securities (each as defined in Part 7 of ITEPA, or any analogous equivalent in any jurisdiction) where the grant of the relevant option or the acquisition (or right to acquire) the relevant securities or employment-related securities occurred on, after or before Completion;
 - (iii) the amendment, termination, cancellation, repurchase, payment or earmarking in respect of (including any distributions) or exercise on, after or prior to Completion of any options or units (including units constituting

direct equity held in any body corporate) held by or in respect of and Employees, office holders or Consultants pursuant to the [***] (including, for the avoidance of doubt, any [***]);

(iv) the failure of any Seller or any other person to make good any due amount (as defined in section 222(1)(b) ITEPA) in the time prescribed in section 222(1)(c) ITEPA (or any equivalent or analogous liability in any jurisdiction), where such due amount arose as a result of any Event set out in schedule 5 paragraph 3.1(d)(i) or schedule 5 paragraphs 3.1(d)(ii) or 3.1(d)(iii);

(e) an Actual Tax Liability in respect of any Income Tax in the Final Adjustments Statement;

(f) an Actual Tax Liability for any sales and use Taxes due to any state Taxing Authority within the US in which any Group Company did not file sales Tax returns before Completion but is subsequently determined to be liable to actually remit sales and use Tax pursuant to Applicable Law; and

(g) the reasonable costs and expenses properly incurred and payable by the Buyer in connection with any claim by a Tax Authority in respect of which the Seller are liable under this paragraph 3.1.

3.2 Each of the covenants contained in this part 2 of this schedule 5 shall be construed as giving rise to separate and independent obligations and shall not be restricted by the others save that (for the avoidance of doubt) any payment by the Seller in respect of a liability under one covenant shall discharge any liability under the others to the extent of such payment and insofar as the liability arises from the same subject matter.

Part 3 - Exclusions and Payments

4. Exclusions

4.1 The Seller shall not be liable to make a payment to the Buyer in respect of any Tax Claim to the extent that:

- (a) the Tax Liability giving rise to such Tax Claim arises or is increased as a result of any increase in the rates of Tax or a change in legislation, applicable law, published concessions or published practice of any Tax Authority of general application coming into force after Completion;
- (b) the Tax Liability giving rise to such Tax Claim arises or is increased as a result of any change after Completion in any accounting policies or practice used in preparing any Group Company's accounts (including a change in the length of any accounting period) other than a change which is necessary to comply with the law or generally accepted accounting practice applicable to the relevant accounting periods of the Group Company;
- (c) the Tax Liability giving rise to such [***] arose as a result of a voluntary transaction, omission or act entered into or carried out by or on behalf of any Group Company or the Buyer after Completion in each case, where the Buyer or the Group Company knew or ought to have reasonably known such transaction, omission or act would give rise to, or increase, the liability in question, other than any transaction, omission or act which is entered into or carried out or effected at the written request or with the written approval of the Seller after Completion or where such approval was sought but unreasonably withheld or delayed). For the avoidance of doubt, a voluntary act shall include any voluntary disclosures (or similar processes) made to any state Taxing Authority within the US in respect of any sales and use Taxes of a Group Company in any tax period;
- (d) the Tax Liability giving rise to such Tax Claim (other than [***]) arose as a result of a voluntary transaction, omission or act entered into or carried out by or on behalf of any Group Company or the Buyer after Completion in each case, where the Buyer or the Group Company knew or ought to have reasonably known such transaction, omission or act would give rise to, or increase, the liability in question, other than any such transaction or act:
 - (i) which is carried out pursuant to an obligation imposed by law or any regulation or requirement having the force of law;
 - (ii) which is carried out or effected in the ordinary course of business of the relevant Group Company as carried on at Completion;
 - (iii) which is entered into or carried out or effected at the written request or with the written approval of the Seller after Completion;
 - (iv) which is carried out in accordance with the terms of the Agreement or this schedule;
 - (v) consisting of an accurate disclosure to a Tax Authority where such the Buyer and/or any Group Company has been advised by a suitably qualified advisor that such disclosure is necessary; or
 - (vi) which is entered into or carried out or effected under a legally binding commitment of the Group Company created before Completion;

- (e) the Tax Liability giving rise to such Tax Claim has been made good by insurers or otherwise compensated for without cost or loss to the Buyer or any Group Company;
- (f) the Tax Liability giving rise to such Tax Claim is an amount of interest and penalties which arises or is increased as a consequence of any failure or unreasonable delay by the Buyer to comply with or procure the compliance of any Group Company with its obligations under this schedule 5;
- (g) provision, allowance or reserve in respect of the relevant Tax Liability is included in the Completion Accounts;
- (h) the Tax Liability giving rise to such Tax Claim arises or is increased as a result of [***] being made in respect of a Group Company and another Group Company is entitled to claim a Compensating Adjustment;
- (i) the relevant Tax Liability has been paid or discharged prior to Completion and such payment or discharge has been taken into account in the Completion Accounts;
- (j) any Relief, other than a Buyer's Relief, is available to set against or otherwise mitigate the relevant Tax Liability; or
- (k) any interest or penalties are increased as a result of a delay by the Seller in providing the Buyer with a Tax Notice in accordance with Part 4 of this Schedule 5.

5. Due date for payment

- 5.1 Where the Seller becomes liable to make a payment to the Buyer in respect of a Tax Claim, the due date for making that payment shall be the fifth Business Day after the Buyer makes a written demand for payment or, if later:
- (a) in the case of an Actual Tax Liability, the fifth Business Day before the latest date on which the Tax would have to be paid to the relevant Tax Authority without a liability (or further liability) to interest or penalties accruing;
 - (b) in a case that falls within part (a) of the definition of Deemed Tax Liability, the date on which the Tax would otherwise have been due for repayment or payment by the relevant Tax Authority;
 - (c) in a case that falls within part (b) of the definition of Deemed Tax Liability, five Business Days before the last date on which the Tax (which would not otherwise have been payable) becomes payable to the relevant Tax Authority without a liability (or further liability) to interest or penalties accruing; and
- 5.2 in the case of a liability falling within part (c) of the definition of Deemed Tax Liability (other than the setting off or deduction of an Accounts Relief, which payment shall be due in accordance with paragraph 5.1(c) of this part 3), the date on which the Tax would have been due and payable without a liability to interest or penalties accruing but for the use, set off or deduction of the relevant Buyer's Relief.

Part 4 - Other Administrative Provisions

1. Conduct of Assessments

- 1.1 If the Buyer or any Group Company becomes aware of any Assessment which gives or might give rise to a Tax Claim, the Buyer shall (or shall procure that the Group Company

shall) as soon as reasonably practicable give written details of the relevant matter to the Seller, provided always that the giving of such written details shall not be a condition precedent to the liability of the Seller under this schedule 5 ("**Tax Notice**").

1.2 The Buyer shall (and where relevant, shall procure that any Group Company shall) take such action as the Seller may reasonably request in writing to avoid, dispute, defend, resist, appeal or compromise any Assessment (a "**Disputed Assessment**") provided that:

- (a) neither the Buyer nor any Group Company shall be required to delegate the conduct of that action to the Seller or any professional agent or adviser of the Seller;
- (b) except in respect of a [***], the Buyer shall not be obliged to take, or procure the taking, of any action reasonably requested by the Seller under this paragraph unless the Seller has (to the Buyer's reasonable satisfaction) first indemnified and, if reasonably requested, secured the Buyer and/or any Group Company against any liabilities, costs, damages or expenses which the Buyer and the relevant Group Company may suffer or incur as a result of taking such action (including any additional liability to Tax and the cost of any Tax counsel's opinions obtained pursuant to this paragraph 1.2);
- (c) except in respect of a [***], where the Tax which is the subject of the Disputed Assessment is required to be paid or lodged with a Tax Authority before any appeal can be made or action taken, the Buyer shall not be obliged to procure that any Group Company takes any action until the Seller has paid an amount equal to the amount of such Tax to the Buyer; and
- (d) to the extent that there is a conflict with the provisions of paragraph 3 ([**]) of this part, paragraph 3 shall take precedence over this paragraph 1.

1.3 The Buyer shall not be required to take, or procure the taking, of any action reasonably requested in writing by the Seller under paragraph 1.2 if:

- (a) the Buyer has not received written instructions from the Seller in accordance with paragraph 1.2 within 21 days of receipt of the Tax Notice by the Seller;
- (b) the taking or procuring of that action will, in the opinion of the Buyer acting reasonably and in good faith, have a material adverse effect on the future Tax affairs of any Group Company, the Buyer or a member of the Buyer's Tax Group; or
- (c) the taking or procuring of that action would involve contesting any Disputed Assessment before any court or other appellate body (excluding the authority or body which has made the Disputed Assessment) unless Tax counsel (of at least 10 years' experience), appointed by agreement between the Seller and the Buyer, opines, in writing, that on the balance of probabilities, the proposed course of action will succeed.

1.4 Subject to the provisions of paragraph 1.5 below, if the Seller has requested that the Buyer takes, or procures that any Group Company takes, such action as the Seller shall reasonably request in writing in relation to a Disputed Assessment, the Buyer shall, or shall procure that the Group Company shall, keep the Seller informed of all material matters known to it relating to the Disputed Assessment and will provide the Seller with copies of all material correspondence and documentation relating to such Disputed Assessment.

1.5 If:

- (a) allegations are made in writing by any Tax Authority of any fraudulent act or omission on the part of any Group Company before Completion or any Seller at any time;
- (b) the Seller do not request that the Buyer or any Group Company takes any action under paragraph 1.2 of this part 4 within 21 days following receipt of the Tax Notice by the Seller; or
- (c) the Seller fail to indemnify or, as reasonably requested, secure the Buyer and/or any Group Company (as appropriate), in each case to the reasonable satisfaction of the Buyer, within 21 days following receipt of the Tax Notice by the Seller,

then the Buyer shall be free to take, or procure that the Group Company take, such action and reach a settlement or compromise as the Buyer in its absolute discretion thinks fit.

1.6 Neither the Buyer nor any Group Company shall be liable to the Seller for non-compliance with any of the provisions of this paragraph 1 if the Buyer or the Group Company has acted reasonably and in good faith in accordance with the instructions of the Seller.

2. Conduct of pre-Completion tax affairs

2.1 The Seller (at the cost and expense of the Buyer) shall provide the Buyer and each Group Company with all reasonable assistance, co-operation and information as the Buyer may reasonably request in respect of the pre-Completion Tax affairs of the Group Companies.

2.2 The Buyer (at the cost and expense of the Seller) shall provide the Seller with all reasonable assistance, co-operation and information as the Seller may reasonably request in respect of the pre-Completion Tax affairs of the Seller and its Affiliates.

2.3 The matters referred to in paragraphs 2.1 and 2.2 above shall include (but not be limited to) information and co-operation requested in connection with any applicable proceedings relating to Tax, Tax computations and returns outstanding at Completion and in connection with all negotiations, correspondence and agreements in respect of any Group Company's Tax Liabilities. Such information and co-operation shall also include using reasonable efforts to promptly forward copies of appropriate Assessments and forms or other communications received from or sent to any Tax Authority that relate to the Group Companies, and providing copies of all relevant returns, together with accompanying schedules and related work papers, documents relating to rulings or other determinations by any Taxing Authority and records concerning the ownership and tax basis of property, which the requested party may possess. In each case, the cooperation afforded under this paragraph shall be subject to customary access provisions, during normal business hours and upon reasonable notice and subject to applicable laws relating to the exchange of information.

3. [*]**

3.1 [***]

3.2 [***]

(a) [***]

(b) [***]

3.3 [***]

3.4 [***]

3.5 [***]

(a) [***]

(b) [***]

(c) [***]

4. Pre-Completion Income Tax Adjustments

4.1 Within 20 Business Days following the availability of the Final TP Study, the Buyer shall prepare and deliver to the Seller a statement (the "**Adjustment Statement**") setting forth the liability of the Group Companies for Income Taxes for Pre-Completion Tax Periods applying the accounting assumptions set forth in the definition of Unpaid Income Tax Assumptions, as modified by the Final TP Study and using only the facts, circumstances and information available to the parties at Completion ("**Pre-Completion Income Tax Adjustments**").

4.2 The Seller shall within 20 Business Days after delivery of the Pre-Completion Income Tax Adjustments, deliver to the Buyer a report (an "**Adjustments Report**") setting out any matters of disagreement with the Pre-Completion Income Tax Adjustments in reasonable detail and specifying the adjustments the Seller considers should be made to the Adjustment Statement in sufficient detail and if:

(a) no Adjustments Report is delivered within such period, the Adjustment Statement shall be final for the purposes of this schedule; and

(b) an Adjustments Report is delivered within such period, the Pre-Completion Income Tax Adjustments shall be final and binding except as set forth in the Adjustments Report, and otherwise where an adjustment to such amounts is:

(i) agreed in writing between the Buyer and the Seller (each attempting in good faith to reach agreement) within 20 Business Days of the delivery of the Adjustments Report by the Seller to the Buyer; or

(ii) determined by the Expert Accountant in accordance with the principles of clauses 4.4-4.10 of this Agreement,

(such statement which is final and binding the "**Final Adjustments Statement**").

4.3 For the purposes of preparing and reviewing the Final Adjustments Statement, each party shall procure that the other parties and their accountants and any Expert Accountant nominated under clause 4 are given reasonable access at reasonable times (including during normal office hours) to:

(a) the accounting records and working papers (including any audit working papers) required or used for; and

(b) all staff of the relevant party and the accountants who have been engaged in the preparation of the Pre-Completion Income Tax Adjustments and that the staff answer all reasonable questions put to them within a reasonable time period.

4.4 For the avoidance of doubt, the liability of the Sellers pursuant to 3(e) of Part 2 of schedule 5 shall not exceed the amount of Income Tax which is calculated and provided for in the Final Adjustments Statement

5. Savings

- 5.1 If the auditors for the time being of a Group Company determine that the circumstances giving rise to a payment from the Seller falling due pursuant to [***] give rise to a Group Company (i) obtaining a Relief which it would not have obtained but for the circumstances giving rise to the payment, or (ii) otherwise being relieved in whole or in part of a liability to make some other payment of Tax which it would otherwise have been liable to make and for which the Seller is not liable under this Schedule (taking into account for these purposes the provisions of Schedule 3 (Limitations on Liability), or (iii) obtaining a right to repayment of Tax from a Tax Authority which would not otherwise have been available (a "**Saving**"), then the amount of the Saving shall be set off against any payment then due from the Seller or (to the extent that it is not so set off) shall be paid by the Buyer to the Seller within ten (10) Business Days of the Saving being obtained. For the avoidance of doubt, any Relief or refund referred to in limb (c) of paragraph 3.5 shall constitute a 'Saving' to the extent not already taken into account in the Adjustment Statement and references to a "Saving being obtained" are to receiving an amount in respect of that Saving in cash from a Tax Authority or not paying an amount of Tax to a Tax Authority that would otherwise have been due but for that Saving.
- 5.2 If any Group Company or the Buyer discovers that there has been a Saving, the Buyer shall, or shall procure that the Group Company concerned shall, promptly give full details to the Seller.

6. Recovery from third parties

- 6.1 If the Seller pays or procure payment of any amount pursuant to any [***] (a "**Discharged Seller Liability**"), and any Group Company or any member of the Buyer's Tax Group is or becomes entitled to recover or obtain from some other person (other than a Group Company or a member of the Buyer's Tax Group) any sum in respect of the circumstances giving rise to the Discharged Seller Liability, then the Buyer shall:
- (a) as soon as reasonably practicable notify the Seller of such entitlement and shall, if so reasonably requested by the Seller and subject to the Group Companies being indemnified to their reasonable satisfaction by the Seller against all costs and expenses which may be reasonably incurred, take and procure that the Group Company or the member of the Buyer's Tax Group concerned takes all reasonable steps to enforce that recovery (keeping the Seller reasonably informed of the progress of any action taken); and
 - (b) account to the Seller within ten (10) Business Days of recovering any such amount for the whole of any sum recovered (including any interest or repayment supplement received, less any reasonable costs and expenses of recovery and less any irrecoverable Tax that is due on the receipt of such sum), on the amount recovered) up to an amount not exceeding the amount of the Discharged Seller Liability. Any sum recovered (less any reasonable costs and expenses of recovery on the amount recovered and less any irrecoverable Tax that is due on the receipt of such sum) in excess of the amount paid to the Seller shall be set off against any future sums due from the Seller to the Purchaser pursuant to any [***].

7. [***]

7.1 [***]

7.2 [***]

7.3 [***]

7.4 [***]

(a) [***]

(b) [***]

SCHEDULE 6

Completion Accounts

Part 1 - Accounting Principles

1. General Requirements

1.1 The Completion Accounts shall be prepared and drawn up to the Reference Time:

- (a) in accordance with the specific requirements of paragraphs 1.2 and 2 of this Part 1;
- (b) subject to paragraph 1.1(a) of this Part 1, applying accounting principles, policies, practices, definitions, techniques, categorisations, procedures, evaluation rules and methods and estimation techniques (including in respect of the exercise of management discretion) consistent with those applied in the preparation of the Accounts;
- (c) (if and to the extent not inconsistent with paragraphs 1.1(a) and 1.1(b) of this Part 1) in accordance with US GAAP, and for the purposes of this schedule 6, US GAAP shall be as it applied to the Company as at the Completion Date.

1.2 The Completion Accounts shall:

- (a) set out in a manner consistent with the format of the Accounts, the Completion Working Capital, the Completion Indebtedness and the Completion Accounts Cash of the Group Companies as at the Reference Time;
- (b) be prepared as if the period beginning with the day following the Accounts Date and ending on the date to which the Completion Accounts are prepared was a financial year of the Group Companies;
- (c) notwithstanding paragraph 1.2(d) or anything to the contrary, calculate Completion Working Capital, Completion Accounts Cash and Completion Indebtedness based on facts, circumstances and information available as they exist as of the Reference Time and shall exclude the effect of any act, decision, change in circumstance, development or event arising or occurring after the Reference Time and any action of a Group Company or the Buyer and its Affiliates after the Reference Time notwithstanding any requirements of US GAAP to consider such subsequent events, acts, changes in circumstances or similar developments;
- (d) take into account only information that is known to the parties as at Reference Time and not take into account the effects of any event or circumstance occurring after the Reference Time;
- (e) be prepared such that no item may be included in the Completion Accounts more than once (including in the calculation of the Completion Working Capital, the Completion Working Capital Adjustment Amount, Completion Accounts Cash, the Completion Accounts Cash Adjustment Amount, Completion Indebtedness, the Transaction Expenses) and the provisions of this of this schedule 6 shall be interpreted so as to avoid any double-counting;

- (f) excluding any effect of the change of control or ownership of the Company contemplated by this agreement or any intentions of the Buyer with respect to the conduct of any business after Completion;
- (g) exclude the effect of any acts or omissions by Seller or any of its Affiliates (including any Group Company), or any directors, officers, employees, consultants, agents, representatives, advisers of the foregoing following the Reference Time;
- (h) so as to include no provision for any matter which is the subject of an indemnity in favour of the Buyer under the Transaction Documents;
- (i) be prepared without applying any materiality limits, except as may be expressly stated in this schedule 6;
- (j) be expressed in US dollars; and
- (k) notwithstanding any other provision of this agreement, translate any amount not expressed in US dollars and which is to be taken into account in calculating the Completion Indebtedness or the Completion Working Capital or the Completion Accounts Cash into US dollars at the applicable foreign exchange rate provided in the Market Data Center for Exchange Rates: New York Closing Snapshot of the Wall Street Journal website (<https://www.wsj.com/market-data/currencies/exchangerates>) as such rate applies at the Reference Time.

2. Specific accounting policies (Completion Accounts)

- (a) Intercompany balances shall be excluded from the Completion Accounts.
- (b) Payment obligations related to real estate leases or liabilities recorded as a result of adopting ASC 842 Lease Accounting, other than capital leases, shall be excluded from the Completion Accounts. For the avoidance of doubt, any capital leases considered Completion Indebtedness should be excluded in order to not be double-counted.
- (c) All deferred revenue, including short-term and long-term, will be included in the Completion Accounts.
- (d) The Completion Accounts shall exclude all deferred commission costs as accounted for under ASC 606, including short-term and long-term deferred commissions and related amortisation.
- (e) The Completion Accounts shall exclude, if and to the extent that it remains on the balance sheet as of the calculation of the Completion Accounts, an accrual of negative \$1,764,000 for reserve adjustments to roll or bring forward equity balances will be recorded within the Completion Working Capital.
- (f) Income Tax shall be excluded from the Completion Accounts.
- (g) For the purposes of calculating the Net Working Capital, no amount shall be included for changes in assets or liabilities as a result of purchase accounting adjustments.

Part 2 - Form of Draft Buyer Completion Accounts

If there is any inconsistency between: (i) the Completion Accounts Spreadsheet; and (ii) the accounting Policies set out in Part 1 of this schedule 6 and the relevant definitions and requirements of this agreement, then (ii) shall prevail.

[Agreed form Completion Accounts Spreadsheet provided separately]

SCHEDULE 7

Intellectual Property

Part 1 - Patents and patent applications

[**]

Part 2 - Registered trademarks and applications

[**]

Part 3 - Domain names

[**]

SCHEDULE 8

Intellectual Property Agreements

Part 1 - Licences-In

[***]

Part 2 - Licences-Out

[***]

Part 3 - Development Contracts

[***]

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EXECUTION PAGE

BUYER:

Rezolve Ai plc

By: /s/Daniel Wagner

Name: Daniel Wagner

Title: Director

SELLER:

CrownPeak Technology Holdings, Inc.

By: /s/Sujit Banerjee

Name: Sujit Banerjee

Title: Vice President

SECURED PROMISSORY NOTE

REZOLVE AI PLC

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE OBLIGATIONS EVIDENCED BY THIS PROMISSORY NOTE ARE SUBORDINATED IN RIGHT OF PAYMENT TO THE ISSUER'S OBLIGATIONS UNDER THE SENIOR CREDIT FACILITIES AGENTED BY MONROE CAPITAL MANAGEMENT ADVISORS, LLC PURSUANT TO, AND THE LIENS AND SECURITY INTERESTS SECURING SUCH OBLIGATIONS, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER HEREOF ARE SUBJECT TO, THE PROVISIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF DECEMBER 1, 2025 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND AMONG (*INTER ALIOS*) MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS COLLATERAL AGENT FOR CERTAIN SENIOR LENDERS, AND CROWNPEAK TECHNOLOGY HOLDINGS, INC., AS HOLDER OF NOTES. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS PROMISSORY NOTE, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

THIS NOTE SHALL NOT BE SOLD, OFFERED FOR SALE, PLEDGED, OR HYPOTHECATED EXCEPT AS PERMITTED HEREIN. THIS NOTE WAS ISSUED IN A PRIVATE PLACEMENT, WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, ASSIGNED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT COVERING THE TRANSFER OR AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO ISSUER THAT SUCH REGISTRATION UNDER THE ACT IS NOT REQUIRED.

THIS NOTE IS ISSUED WITH ORIGINAL ISSUE DISCOUNT FOR PURPOSES OF SECTION 1271 ET SEQ. OF THE CODE. HOLDER MAY OBTAIN THE ISSUE PRICE, AMOUNT OF ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND YIELD TO MATURITY FOR SUCH NOTE BY SUBMITTING A REQUEST FOR SUCH INFORMATION TO BORROWER AT THE FOLLOWING ADDRESS: 21 SACKVILLE STREET, LONDON, ENGLAND, W1S 3DN.

\$50,000,000.00 December 1, 2025

FOR VALUE RECEIVED, REZOLVE AI PLC, a public limited company incorporated and registered in England with company number 14573691, whose registered office is at 21 Sackville Street, London, England, W1S 3DN ("Issuer"), hereby promises to pay to CROWNPEAK TECHNOLOGY HOLDINGS, INC., a Delaware corporation, and its successors and permitted assigns ("Holder"), on or before 5:00 p.m. (New York City time) on the Maturity Date (as defined in this Note) with respect to each Tranche (as defined in this Note), the principal sum of FIFTY MILLION DOLLARS (\$50,000,000.00) or such lesser or greater principal amount thereof as may remain outstanding in lawful money of the United States of America in immediately available funds, and to pay interest from the date of issuance of this Note

on the principal amount hereof from time to time outstanding, in like funds, at a rate or rates per annum and payable on such dates as determined pursuant to the terms of this Note. Capitalized terms used herein without definition shall have the meanings ascribed thereto in Exhibit A attached hereto.

WHEREAS, in connection with the transactions contemplated by that certain Sale and Purchase Agreement (the "Purchase Agreement"), dated December 1, 2025, by and among, *inter alios*, Issuer and Holder, Issuer has issued to Holder this Secured Promissory Note in the aggregate initial principal amount of \$50,000,000.00 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Note").

SECTION 1. MATURITY DATE

The unpaid principal amount of each Tranche of indebtedness issued under this Note plus all accrued and unpaid interest thereon and all other amounts owed (including all PIK Interest) hereunder with respect thereto will be paid in full in cash on the Maturity Date applicable to each Tranche.

SECTION 2. TERMS OF THE NOTE

2.1 Tranches.

2.1.1 The indebtedness represented by this Note shall be issued in two tranches. Subject to the Tranche A Adjustments, as described below, the first such tranche ("Tranche A") shall be issued in an initial aggregate principal amount equal to \$20,000,000.00. The second such tranche ("Tranche B" and together with Tranche A, the "Tranches" and each a "Tranche") shall be issued in an aggregate principal amount equal to \$30,000,000.00. Except as otherwise set forth herein, both Tranches shall have the same terms as provided in this Note, including with respect to rights of repayment, prepayment, guarantees and security. The maximum principal amount of Tranche A shall be \$23,500,000.00 and the maximum principal amount of Tranche B shall be \$30,000,000.00.

2.1.2 The aggregate principal amount outstanding under Tranche A shall, if and to the extent applicable, be increased or decreased after the date of issuance of such Tranche A, in the form of (x) the issuance of an additional note (or notes) on the same terms hereof, in the case of an increase and (y) set-off of the existing principal amount outstanding under Tranche A, in the case of a decrease, in each case in accordance with and subject to the terms of clause 4.15, 6.10 or 6.11 (as applicable) of the Purchase Agreement (such adjustments, the "Tranche A Adjustments"). If Tranche A is increased pursuant to the issuance of an additional note (or notes) in accordance with this Section 2.1.2, Holder shall be entitled to interest at the same rate and on the same terms as set forth in Section 2.2 below on such additional note (or notes) from the date of issue of such additional note (or notes). Any additional note (or notes) issued pursuant to this Section 2.1.2 shall have the same terms as and be considered to be a part of Tranche A for all purposes under this Note. If Tranche A is decreased via set-off in accordance with this Section 2.1.2, the aggregate initial principal amount outstanding under Tranche A will continue to accrue interest pursuant to and on the terms set forth Section 2.2 below through to (but excluding) the date of such set-off and, following such set-off, the adjusted aggregate principal amount outstanding under Tranche A will continue to accrue interest pursuant to and on the terms set forth in Section 2.2 below. Any interest or other amounts that have accrued or are due and payable with respect to Tranche A as of the date of such set-off shall not be applied towards the decrease of Tranche A via set-off.

2.2 Interest.

2.2.1 Subject to Section 2.1.2 above, with respect to Tranche A and Tranche B, until the outstanding principal amount of Tranche A and Tranche B, respectively, together with all accrued and

unpaid interest thereon, shall be paid in full in the manner specified in this Note, the aggregate outstanding principal amount of Tranche A and Tranche B will bear interest at a rate equal to 10.00% per annum. Interest with respect to Tranche A and Tranche B shall be payable in kind (i.e. capitalized and added to the principal amount of the Note) (all such interest as described in this sentence being referred to herein as “PIK Interest”) or, subject to the following sentence, at the election of the Issuer with prior written notice to the Holder, in cash, in either case in arrears, on the last day of each calendar quarter (each, an “Interest Payment Date”). If the Issuer has not made an election to pay interest in cash and has not given the Holder prior written notice of such election three (3) Business Days prior to the Interest Payment Date, the Issuer will be deemed to have made an election to pay, and will continue to pay, PIK Interest on such Interest Payment Date. Subject to Section 6, if any Event of Default has occurred and is continuing pursuant to Section 5, the Issuer shall be required to pay all interest with respect to Tranche A and Tranche B in cash, in arrears, on each Interest Payment Date, until the first Interest Payment Date for any quarter in which such Event of Default is no longer continuing.

2.2.2 Notwithstanding the foregoing, but subject to Section 6, any accrued interest which for any reason has not theretofore been paid shall be paid in full in cash on the date on which the final principal payment on this Note is required to be made (whether by acceleration or on the applicable Maturity Date), as applicable.

2.2.3 Interest on this Note shall accrue daily and be computed on the basis of a 360-day year. In computing such interest, the date this Note is issued shall be included and the date of payment shall be excluded.

2.2.4 In the case of PIK Interest, on each date that interest is payable hereunder, the principal amount of this Note will increase in an amount equal to the PIK Interest accrued during the applicable interest period. This Note will bear interest, on the principal amount thereof as so increased, from and after the applicable date on which a payment of PIK Interest is made.

2.2.5 Notwithstanding the foregoing, if any principal of or interest on any indebtedness outstanding under this Note, under either Tranche, or any fee payable by the Issuer hereunder is not paid when due (after the expiration of any applicable grace period), whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, to the fullest extent permitted by law, after as well as before judgment, at a rate per annum equal to 2.00% *plus* the rate otherwise applicable to such indebtedness as provided in the preceding paragraphs of this Section 2.2.

2.3 Optional Prepayment of this Note. This Note may be prepaid, at Issuer’s option, at any time prior to the Maturity Date, in whole at any time or in part at any time and from time to time, without premium or penalty; provided that each such prepayment shall be accompanied by payment in cash of all accrued and unpaid interest on the principal amount so prepaid through but excluding the date of such prepayment (including, for the avoidance of doubt, any accrued but uncapitalized PIK Interest attributable to the prepaid principal). Any portion of this Note which is prepaid may not be reborrowed.

2.4 Manner and Time of Payment.

2.4.1 Subject to the provisions of Section 2.2, all payments by Issuer under this Note of principal, interest and all other amounts hereunder shall be made in same day funds in lawful money of the United States of America and delivered to Holder not later than 5:00 p.m. (New York City time) on the date such payment is due, with such payment to be made by wire transfer of immediately available funds to the account designated by Holder to Issuer in writing; provided that funds received by Holder after 5:00 p.m. (New York City time) shall be deemed to have been paid by Issuer on the next succeeding Business Day.

2.4.2 Whenever any payment to be made hereunder shall be stated to be due on a day which is not a Business Day, the payment shall be made on the next succeeding Business Day and such additional period shall be included in the computation of the payment of interest hereunder.

2.5 Usury. Under no circumstances will the rate of interest chargeable under this Note be in excess of the maximum amount permitted by applicable New York law. If excess interest is charged and paid in error, then the excess amount will be promptly refunded.

2.6 Taxes. Any and all payments by or on account of any obligation of Issuer under the Note shall be made without deduction or withholding for any taxes, except as required by applicable law. If any applicable law requires the deduction or withholding of any tax from any such payment, Issuer shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable law. The sum payable by Issuer shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.6) Holder receives an amount equal to the sum it would have received had no such deduction or withholding been made.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF HOLDER

Holder represents and warrants, by accepting payment for this Note and by accepting delivery of this Note, that:

3.1 Restrictions on Transfer. Holder has been advised that this Note has not been registered under the Act or any state securities laws and, therefore, cannot be resold or otherwise transferred unless it is registered under the Act and applicable state securities laws or unless an exemption from such registration requirements is available. Holder is aware that Issuer is under no obligation to effect any such registration with respect to this Note or to file for or comply with any exemption from registration. Holder is receiving this Note for its own account and not with a view to, or for resale in connection with, the distribution thereof in violation of the Act.

3.2 Accredited Investor, etc. Holder has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of Holder's investment in this Note, is able to incur a complete loss of such investment and is able to bear the economic risk of such investment for an indefinite period of time. Holder is an "accredited investor" as that term is defined in Regulation D under the Act. In making its decision to invest in this Note, Holder has made its own independent credit analysis, and is not relying on the fact that any other person or entity is a lender to Issuer.

SECTION 4. COVENANTS

4.1 The Issuer shall and shall cause each Loan Party and Holdings to, within 45 days after the date hereof (or such later date as the Holder may agree in its discretion), execute and deliver to the Holder the Loan Documents (including the Security Documents and the Guaranty Agreement) (and take all actions required to be taken by such Loan Documents at the time of execution and delivery thereof) as are consistent with those in favor of the Agent or the other Secured Parties (each as defined in the Credit Agreement) under the Credit Agreement.

4.2 The Issuer shall and shall cause Holdings and each Loan Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any applicable law, or which the Holder may reasonably request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the liens created or intended

to be created by the Security Documents or the validity or priority of any such lien, all at the expense of the Loan Parties (and in each case, to the extent required under this Note and the applicable Security Documents). To the extent any Subsidiary of the Issuer becomes a Guarantor subsequent to the date of this Note, upon the request of the Holder, the Issuer shall cause such Subsidiary to execute any and all further documents, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any applicable law, or which the Holder may reasonably request, to cause such Subsidiary to become a Loan Party for purposes of the Loan Documents and provide that collateral and security and other reassurances to the Holder provided to the Agent or other Secured Parties (each as defined in the Credit Agreement) pursuant to the Credit Agreement. To the extent any Subsidiary of the Issuer or any other Person becomes a Loan Party (as defined in the Credit Agreement) or an obligor under any Credit Agreement Refinancing Indebtedness or any other secured indebtedness incurred pursuant to Section 4.3 below subsequent to the date of this Note, the Issuer shall cause such Subsidiary or other Person to become a Loan Party under and with respect to this Note to the same extent as under the Credit Agreement, the Credit Agreement Refinancing Indebtedness or such other secured indebtedness incurred pursuant to Section 4.3 below, as applicable, and to promptly execute any and all further documents, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any applicable law, or which the Holder may reasonably request, to cause such Subsidiary or other Person to become a Loan Party for purposes of the Loan Documents and provide that collateral and security and other reassurances to the Holder as provided to (x) the Agent or other Secured Parties (each as defined in the Credit Agreement) pursuant to the Credit Agreement or (y) the agent, lenders and other secured parties pursuant to the Credit Agreement Refinancing Indebtedness or any other secured indebtedness incurred pursuant to Section 4.3 below.

4.3 The Issuer shall not permit Holdings and its Subsidiaries to create, incur, assume or otherwise become or remain liable with respect to any indebtedness except for (a) solely with respect to Holdings and its Subsidiaries, any indebtedness that (x) ranks junior in right of payment with the Obligations evidenced by this Note and (y) is secured on a junior basis with respect to the Collateral securing the Obligations evidenced by this Note or is unsecured and (b) the Credit Agreement Obligations and any indebtedness that is incurred to refinance the Credit Agreement Obligations (such indebtedness, the “Credit Agreement Refinancing Indebtedness”); provided, that the aggregate principal amount of indebtedness incurred pursuant to this clause (b) shall not exceed \$103,000,000; provided, further, that any indebtedness incurred pursuant to this Section 4.3 shall be subject to an intercreditor agreement in form and substance reasonably satisfactory to the Holder.

4.4 Notwithstanding anything herein to the contrary, the provisions of Section 5 (Affirmative Covenants), Section 6 (Negative Covenants) and Section 7 (Financial Covenants) of the Credit Agreement (as in effect on the date hereof) shall be deemed incorporated herein by reference and shall be complied with by the Issuer as if set forth fully herein *mutatis mutandis*.

SECTION 5. EVENTS OF DEFAULT

It shall be an “Event of Default” hereunder if one or more of the following events shall occur and be continuing:

5.1 Issuer shall fail to (i) pay any principal of this Note after the same becomes due and payable, whether upon maturity, acceleration or otherwise or (ii) pay any interest on this Note after the same becomes due and payable or any other amount due hereunder (including expenses owed pursuant to Section 7.13), in each case under this clause (ii), within five (5) business days after receipt of written demand therefor; provided that any interest which is PIK Interest paid in accordance with Section 2.2 shall not be deemed to be an Event of Default under this Note due to the fact that such interest is not paid in cash;

5.2 Issuer shall fail to perform or observe any other of its obligations, covenants or agreement contained in this Note and such failure shall continue unremedied for a period of thirty (30) days;

5.3 (a) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of Issuer in an involuntary case under any applicable bankruptcy, insolvency, protection from creditors, or other similar law now or hereafter in effect, which decree or order is not dismissed, stayed or discharged; or any other similar relief shall be granted and remain unstayed or undismissed under any applicable law; or (b) an involuntary case is commenced against Issuer under any applicable bankruptcy, insolvency, protection from creditors or other similar law now or hereafter in effect; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Issuer or over all or a substantial part of any of its properties, shall have been entered, or an interim receiver, trustee or other custodian of Issuer for all or a substantial part of its properties is involuntarily appointed; or a warrant of attachment, execution or similar process is issued against any substantial part of the property of Issuer; and any such events in the immediately preceding sub-clauses (a) and (b) shall not be dismissed, bonded, stayed, vacated or discharged within 60 days;

5.4 Issuer shall have an order for relief entered with respect to it or shall commence a voluntary case under any applicable bankruptcy, insolvency, protection from creditors or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; the making by Issuer of any assignment for the benefit of creditors;

5.5 At any time after the execution and delivery thereof (subject to, in the case of a Foreign Loan Party and any Security Document that is governed by Foreign Law, the Legal Reservations), (i) any material Guaranty Agreement for any reason, other than the occurrence of the termination of this Note, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared to be null and void or any Guarantor shall repudiate in writing its obligations thereunder (other than as a result of the discharge of such Guarantor in accordance with the terms thereof), (ii) any material Security Document ceases to be in full force and effect (other than by reason of a release of Collateral in accordance with the terms hereof or thereof or the occurrence of the termination of this Note or any other termination of such Security Document in accordance with the terms thereof) or shall be declared null and void, (iii) the Holder shall not have or shall cease to have a valid and perfected lien in any Collateral purported to be covered by the Security Documents with the priority required by and subject to such limitations and restrictions as are set forth by the relevant Security Document (except to the extent (x) any such loss of perfection or priority results from the failure of the Holder to take any action within its control, (y) such loss is covered by a holder's title insurance policy as to which the insurer has been notified of such loss and does not deny coverage or (z) such loss of perfected security interest may be remedied by the filing of appropriate documentation without the loss of priority) or (iv) the Issuer, Holdings or any Loan Party shall contest the validity or enforceability of any material provision of any Loan Document in writing or deny in writing that it has any further liability (other than by reason of the occurrence of the termination of this Note), including with respect to future advances by the Holder, under any Loan Document to which it is a party;

5.6 (i) Failure of the Issuer, its direct or indirect parent entities or any of its Subsidiaries to pay when due any principal of or interest on or any other amount payable in respect of indebtedness outstanding under the Credit Agreement or any Credit Agreement Refinancing Indebtedness, in each case beyond the grace period, if any, provided therefor or (ii) breach or default by the Issuer, its direct or indirect parent entities or any of its Subsidiaries with respect to any other term of the Credit Agreement or any other agreement relating to the Credit Agreement (or any term of the agreements relating to the Credit Agreement

Refinancing Indebtedness), in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause, or the permit the holder or holders of indebtedness under the Credit Agreement or the Credit Agreement Refinancing Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, such indebtedness under the Credit Agreement or Credit Agreement Refinancing Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be; provided, that, any such breach or default by the Issuer, its direct or indirect parent entities or any of its Subsidiaries shall not constitute an Event of Default under this clause unless the agent and/or lenders under the Credit Agreement (or the Credit Agreement Refinancing Indebtedness) have demanded repayment of, or otherwise accelerated, the obligations under the Credit Agreement (or the Credit Agreement Refinancing Indebtedness) (and such amount remains unpaid); or

5.7 If there is a default in one or more agreements to which the Issuer, its direct or indirect parent entities or any of its Subsidiaries is a party with one or more third Persons relative to the Issuer's, its direct or indirect parent entities' or any of its Subsidiaries' indebtedness involving an aggregate amount of \$3,000,000 or more, and such default (i) occurs at the final maturity of the obligations thereunder, or (ii) results in a right by such third Person, irrespective of whether exercised, to accelerate the maturity of the Issuer's, its direct or indirect parent entities' or any of its Subsidiaries' obligations thereunder.

THEN, upon (i) the occurrence of any Event of Default described in the foregoing Section 5.3 or 5.4 (subject to Section 6 below), the unpaid principal amount of this Note, together with accrued interest thereon, shall automatically become immediately due and payable, without notice, presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by Issuer and (ii) the occurrence and continuation of any other Event of Default, Holder may, upon written notice to Issuer, declare this Note to be due and payable, whereupon the unpaid principal amount of this Note, together with accrued interest thereon, shall automatically become immediately due and payable, without any other notice of any kind, and without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by Issuer. If any Event of Default exists, the holder of this Note shall also have any other rights which such holder may have pursuant to applicable law.

Issuer shall promptly pay, after receipt of written demand and accompanying documentation in reasonable detail, for Holder's collection fees, costs and expenses including, subject to any limits under applicable law, Holder's reasonable and documented out-of-pocket attorneys' fees and legal expenses whether or not there is any action or proceeding relating to this Note and Holder's reasonable and documented out-of-pocket attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any post-judgment enforcement and collection services.

SECTION 6. CREDIT AGREEMENT OBLIGATIONS

By accepting this Note and any payments hereunder, Holder agrees that all indebtedness and obligations now owed or that hereafter may be owed by Issuer to Holder pursuant to this Note shall be subordinated to the Credit Agreement Obligations. Notwithstanding anything to the contrary contained herein, if payments (scheduled or otherwise) of accrued interest under this Note (i) are prohibited by the terms of the Credit Agreement or the Intercreditor Agreement or (ii) would cause a default under the Credit Agreement, the Issuer shall make such payment promptly after (x) the Issuer is permitted to do so under each such agreement and (y) such payment would not cause such a default. For the avoidance of doubt, such non-payment shall not be considered an Event of Default.

SECTION 7. MISCELLANEOUS

7.1 Amendments and Waivers. No amendment, modification, termination, waiver or consent to departure of any provision of this Note shall in any event be effective without the prior written consent of Holder and Issuer. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on Issuer in any case shall entitle Issuer to any further notice or demand in similar or other circumstances. Any amendment, modification, termination, waiver or consent effected in accordance with this Section 7.1 shall be binding upon all present and future permitted holders of this Note.

7.2 Transfers; Register. This Note may not be assigned or transferred by Holder to any person or entity without the prior written consent of Issuer, and any assignment or transfer in violation of this Section 7.2 shall be void; provided that any permitted transferee shall execute and deliver to Issuer a joinder agreement which shall include the representations and warranties set forth in Section 3 hereof. Issuer shall at all times keep at its address set forth in Section 7.9 a register showing (i) the name and address of each holder for the time being of the Note; (ii) the amount (including principal and stated interest) of the Note held by such holder(s); and (iii) the date on which the name of each registered holder was entered in respect of the Note (the “Register”). Any change of name or address on the part of a holder shall forthwith be notified by such holder to Issuer and the Register shall be altered accordingly. No assignment, transfer or other disposition of this Note (or any portion hereof) shall be effective except as set forth in the Register. Except as required by law, Issuer will recognize the registered holder as the owner of the Note, of the principal thereon, the interest from time to time accruing thereon and any other moneys payable in respect thereof. The Register shall be available for inspection by any holder (with respect to its own interest only) at any reasonable time and from time to time upon reasonable prior notice at the office of Issuer where the Register is maintained. The Note is intended to be in “registered form” under Sections 163(f), 165(j), 871(h)(2), and 881(c)(2) and 4701 of the U.S. Internal Revenue Code of 1986, as amended, and Section 5f.103-1(c) of the U.S. Treasury Regulations, and the parties hereto shall report consistently therewith for all tax purposes.

7.3 Headings. Section and subsection headings in this Note are included herein for convenience of reference only and shall not constitute a part of this Note for any other purpose or be given any substantive effect.

7.4 Applicable Law. This Note shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to the principles of conflicts of laws.

7.5 Successors and Assigns; Subsequent Holders. This Note shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.6 Consent to Jurisdiction. Any action or proceeding relating to this Note shall be brought in any state or Federal court located within the County of New York in the State of New York, or in the United States District Court for the Southern District of New York, and, by execution and delivery of this Note, each of the parties to this Note consents to the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Note. The foregoing consents to jurisdiction shall not constitute general consents to service of process in the State of New York for any purpose except as provided above and shall not be deemed to confer rights on any Person other than the parties to this Note. Each of the parties to this Note agrees that service of any process, summons, notice or document by U.S. mail to such party’s address for notice hereunder shall be effective service of process for any action, suit or proceeding in the State of New York with respect to any matters for which it has submitted to jurisdiction pursuant to this Section 7.6.

7.7 Waiver of Jury Trial. EACH OF THE PARTIES HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING OR CLAIM ARISING OUT OF OR RELATING TO THIS NOTE.

7.8 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than Issuer and Holder and their respective permitted successors and assigns, any rights or remedies under or by reason of this Note.

7.9 Waiver of Notice, Etc. Issuer hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever, other than as expressly required by this Note. The non-exercise by the holder of this Note of any of its rights hereunder in any particular instance shall not constitute a waiver thereof in that or any subsequent instance. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (i) when delivered, if delivered personally, (ii) when sent, if sent by email, or (iii) if sent by registered or certified mail, return receipt requested, or by private courier, when received; and shall be addressed as follows:

If to Holder: CrownPeak Technology Holdings, Inc.
c/o K1 Investment Management, LLC
875 Manhattan Beach Blvd.
Manhattan Beach, CA 90266
Attention: [***]
Email: [***]

If to Issuer: Rezolve Ai PLC
21 Sackville Street
London, United Kingdom, W1S 3DN
Attention: [***]
Email: [***]

And

499 Park Ave, Suite 1003
New York, NY 10022
Attention: [***]
Email: [***]

with copies to (which shall not constitute notice):
DLA Piper LLP (US)
1201 West Peachtree Street
Suite 2800
Atlanta, GA 30309
Attention: [***]
Email: [***]

7.10 Entirety. THIS NOTE EMBODIES THE ENTIRE AGREEMENT AMONG THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, IF ANY, RELATING TO THE SUBJECT MATTER HEREOF.

7.11 Counterparts. This Note may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this

Note by telecopier or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Note.

7.12 Tax Treatment. Holder and Issuer intend to treat this Note as debt for U.S. federal, state and other income tax purposes, and the parties agree to not take any position inconsistent with such treatment.

7.13 Expenses; Indemnity. The Issuer shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Holder and its affiliates (including reasonable and documented out-of-pocket attorneys' fees and legal expenses) in connection with the administration of the Loan Documents and related documentation, including in connection with any preparation, execution and delivery of amendments, modifications or waivers of the provisions of any Loan Documents and (ii) all reasonable and documented out-of-pocket expenses incurred by the Holder and its affiliates (including reasonable and documented out-of-pocket attorneys' fees and legal expenses) in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents. The Issuer shall indemnify the Holder and its affiliates (each an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including reasonable and documented out-of-pocket attorneys' fees and legal expenses), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of any other transactions contemplated hereby or thereby or (ii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto (and regardless of whether such matter is initiated by a third party or by the Issuer, any other Loan Party or any of their respective affiliates); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or of any affiliate of such Indemnitee or, to the extent such judgment finds such losses, claims, damages, liabilities or related expenses to have resulted from such Indemnitee's material breach of the Loan Documents. Each Indemnitee shall be obligated to refund or return any and all amounts paid by the Issuer pursuant to this section to such Indemnitee for any fees, expenses, or damages to the extent such Indemnitee is not entitled to payment of such amounts in accordance with the terms hereof.

7.14 Interpretation. With respect to all definitions, covenants and other provisions hereof that are incorporated by reference to the Credit Agreement, such definitions, covenants and other provisions shall be incorporated from the Credit Agreement as in effect on the date hereof and without giving effect to any amendment, restatement, supplement or other modification or waiver thereof. For the avoidance of doubt, all definitions, covenants and other provisions incorporated by reference to the Credit Agreement (as in effect on the date hereof and without giving effect to any amendment, restatement, supplement or other modification or waiver thereof) shall survive termination of the Credit Agreement.

7.15 Constitution and Status. By its execution hereof, the Issuer explicitly authorises the creation and issuance of the Notes, acknowledges that the Notes are to be issued in registered form and that the Notes will be represented by a certificate (with such certificate to be in such form as constituted by the Issuer from time to time). The Issuer confirms and by accepting this Note each holder expressly acknowledges and agrees that the Notes constitute the direct obligations of the Issuer and will rank *pari passu*, without any discrimination or preference between them.

7.16 Listing. By accepting this Note, each holder expressly acknowledges and agrees that the Issuer intends to list the Notes on The International Stock Exchange (Jersey) (the "Exchange") and that the

holder may unilaterally make amendments to the Note (notwithstanding any provision herein to the contrary) solely to the extent required by the Exchange in order to facilitate such listing, including establishing an independent deed of undertaking (or equivalent) in respect of the provisions of Section 2.1.2 to the extent reasonably required as a result of such provision.

[Signature lines are set forth on the following page]

IN WITNESS WHEREOF, Issuer has executed and delivered this Note as of the date first above written.

REZOLVE AI PLC,
as Issuer

By: /s/ Arthur Yao
Name: Arthur Yao
Title: Chief Operating & Finance Officer

[Signature Page to Seller Note]

Acknowledged and Agreed:
CROWNPEAK TECHNOLOGY HOLDINGS, INC.
as Holder

By: Sujit Banerjee
Name: Sujit Banerjee
Title: Vice President

[Signature Page to Seller Note]

DEFINITIONS

“Act” has the meaning set forth in the preamble to this Note.

“Affiliate” has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

“Collateral” means any and all property of a Loan Party subject to a lien under the Security Documents and any and all other property of any Loan Party, now existing or hereafter acquired, that is or becomes subject to a lien pursuant to the Security Documents to secure the Obligations.

“Credit Agreement” means that certain Amended and Restated Credit Agreement, dated as of December 1, 2025, by and among, *inter alios*, CrownPeak Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), Crownpeak Technology, Inc., a Delaware corporation (“Crownpeak Borrower”), Evidon, Inc., a Delaware corporation (“Evidon Borrower”), the lenders party thereto from time to time and Monroe Capital Management Advisors, LLC, as administrative agent and collateral agent for such lenders, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Credit Agreement Obligations” means all Obligations (as defined in the Credit Agreement).

“Credit Agreement Refinancing Indebtedness” has the meaning set forth in Section 4.3 of this Note.

“Crownpeak Borrower” has the meaning assigned to such term in the definition of “Credit Agreement”.

“Domestic Loan Party” means any Loan Party that is organized in the United States, any State thereof or the District of Columbia.

“Event of Default” has the meaning set forth in Section 5 of this Note.

“Evidon Borrower” has the meaning assigned to such term in the definition of “Credit Agreement”.

“Foreign Law” means the law of any jurisdiction other than the United States, any state thereof or the District of Columbia.

“Foreign Loan Party” means any Loan Party which is not a Domestic Loan Party.

“German Loan Party” means any Loan Party incorporate or otherwise organized under the laws of Germany.

“German Security Document” means any other agreement, instrument or document entered into by a German Loan Party governed by German law that creates or purports to create a Lien in favor of the Holder, in each case including any supplement or joinder thereto.

“Guarantors” means (a) each Person that guarantees all or a portion of the Obligations under this Note and any Person that is a “Guarantor” under the Guaranty and Security Agreement and (b) each other Person that becomes a guarantor after the date hereof.

“Guaranty Agreement” means (a) the Guaranty and Security Agreement and (b) any other guaranty agreement delivered to the Holder from time to time.

“Guaranty and Security Agreement” means the New York law governed guaranty and security agreement, to be dated on or after the date hereof, in form and substance reasonably satisfactory to Holder, executed and delivered by each of the Domestic Loan Parties to Holder.

“Holder” has the meaning set forth in the preamble to this Note and any permitted transferees or assignees of the Note.

“Holdings” has the meaning assigned to such term in the definition of “Credit Agreement”.

“Indemnitee” has the meaning set forth in Section 7.13 of this Note.

“Intercreditor Agreement” means the intercreditor agreement in the agreed form to be entered into between, *inter alia*, the Issuer, the Holder and Monroe Capital Management Advisors, LLC.

“Interest Payment Date” has the meaning set forth in Section 2.2.1 of this Note.

“Issuer” has the meaning set forth in the preamble to this Note.

“Legal Reservations” has the meaning assigned to such term in the Credit Agreement.

“Lien” means any mortgage, hypothec, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a capital lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

“Loan Documents” mean this Note, any control agreements, any intellectual property security agreements, the Guaranty and Security Agreement, the Parent Equity Pledge Agreement, any intercompany subordination agreements, any mortgages, the Intercreditor Agreement and any other document or instrument designated by the Issuer and the Holder as a “Loan Document”. Any reference in this Note or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, amendments and restatements, supplements or other modifications thereto.

“Loan Parties” means the Crownpeak Borrower, the Evidon Borrower and the Guarantors.

“Maturity Date” means (i) with respect to Tranche A, April 1, 2027 and (ii) with respect to Tranche B, December 31, 2027.

“Note” has the meanings set forth in the recitals to this Note.

“Obligations” means all unpaid principal of and accrued and unpaid interest (including interest and fees accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the indebtedness evidenced by this Note, all accrued and unpaid fees and all expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of the Loan Parties to the Holder or any indemnified party arising under the Loan Documents in respect of any indebtedness evidenced by this Note, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

“Parent Equity Pledge Agreement” means an equity pledge agreement, dated on or after the date hereof, in form and substance reasonably satisfactory to Holder, executed and delivered by Issuer and Holdings to Holder.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a governmental entity (or any department, agency or political subdivision thereof).

“PIK Interest” has the meaning set forth in Section 2.2.1 of this Note.

“Purchase Agreement” has the meanings set forth in the recitals to this Note.

“Security Documents” means, collectively, each U.S. Security Agreement, the intellectual property security agreements, each UK Security Document, each German Security Document and any other agreement, instrument or document that creates or purports to create a Lien in favor of the Holder.

“Subsidiary” when used with respect to any Person, means any other Person of which (a) in the case of a corporation, at least (i) a majority of the equity or (ii) a majority of the voting interests are owned or controlled, directly or indirectly, by such first Person, by any one or more of such first Person’s Subsidiaries, or by such first Person and one or more of such first Person’s Subsidiaries or (b) in the case of any Person other than a corporation, such first Person, and one or more of such first Person’s Subsidiaries, or such first Person and one or more of such first Person’s Subsidiaries (i) owns a majority of the equity interests thereof or (ii) has the power to elect or direct the election of a majority of the members of the governing body thereof.

“Tranche A” has the meaning set forth in Section 2.1.1 of this Note.

“Tranche A Adjustment” has the meaning set forth in Section 2.1.2 of this Note.

“Tranche B” has the meaning set forth in Section 2.1.1 of this Note.

“Tranches” or “Tranche” has the meaning set forth in Section 2.1.1 of this Note.

“U.S. Security Agreement” means, collectively, the Guaranty and Security Agreement, the Parent Equity Pledge Agreement, and any other agreement, instrument or document entered into by a Domestic Loan Party that is governed by the laws of the United States, any State thereof or the District of Columbia that creates or purports to create a Lien in favor of Holder.

“UK Security Document” means any other agreement, instrument or document governed by English law that creates or purports to create a Lien in favor of the Holder.

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “**Agreement**”) is made and entered into as of December 1, 2025, between Rezolve AI plc, a limited company incorporated under the laws of England and Wales (the “**Company**”), and CrownPeak Technology Holdings, Inc., a Delaware corporation (the “**Seller**”).

This Agreement is made pursuant to the Sale and Purchase Agreement, dated as of the date hereof, between the Company and the Seller (the “**Purchase Agreement**”).

The Company and each Holder hereby agrees as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

“**Advice**” shall have the meaning set forth in Section 6(c).

“**Affiliate**” means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

“**Common Stock**” means the Company’s Ordinary Shares, £0.0001 nominal value per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

“**Effective Date**” means the earliest of the date (a) that the Initial Registration Statement registering for resale all Registrable Securities has been declared effective by the Commission, (b) that all of the Registrable Securities have been sold pursuant to Rule 144 or may be sold pursuant to Rule 144 without the requirement for the Company to be in compliance with the current public information requirement of Rule 144 and without volume or manner-of-sale restrictions, (c) following the one year anniversary of the date hereof provided that the applicable Holder is not an Affiliate of the Company, or (d) on which all of the Registrable Securities may be sold pursuant to an exemption from registration under Section 4(a)(1) of the Securities Act without volume or manner-of-sale restrictions.

“**Effectiveness Date**” means, with respect to the Initial Registration Statement required to be filed hereunder, the 45th calendar day following the earlier of (i) the date the Initial Registration Statement is first filed with the Commission and (ii) the date the Initial Registration Statement is required to be filed with the Commission hereunder (the “**Trigger Date**”) (or, in the event of any “review” by the Commission, the 75th calendar day following the Trigger Date) and with respect to any additional Registration Statements which may be required pursuant to Section 2(c) or Section 3(c), the 45th calendar day following the date on which an additional Registration Statement is required to be filed hereunder (or, in the event of any “review” by the Commission, the 75th calendar day following the date on which an additional Registration Statement is required to be filed hereunder); provided, however, that in the event the Company is notified by the Commission that one or more of the above Registration Statements will not be reviewed or is no

longer subject to further review and comments, the Effectiveness Date as to such Registration Statement shall be the fifth Trading Day following the date on which the Company is so notified if such date precedes the dates otherwise required above, provided, further, if such Effectiveness Date falls on a day that is not a Trading Day, then the Effectiveness Date shall be the next succeeding Trading Day.

“**Effectiveness Period**” shall have the meaning set forth in Section 2(a).

“**Event**” shall have the meaning set forth in Section 2(d).

“**Event Date**” shall have the meaning set forth in Section 2(d).

“**Filing Date**” means, with respect to the Initial Registration Statement required hereunder, the 30th calendar day after the Completion Date. With respect to any additional Registration Statements which may be required pursuant to Section 2(c) or Section 3(c), “**Filing Date**” means the earliest practical date on which the Company is permitted by SEC Guidance to file such additional Registration Statement related to the Registrable Securities.

“**Holder**” or “**Holders**” means the holder or holders, as the case may be, from time to time of Registrable Securities.

“**Indemnified Party**” shall have the meaning set forth in Section 5(c).

“**Indemnifying Party**” shall have the meaning set forth in Section 5(c).

“**Initial Registration Statement**” means the initial Registration Statement filed pursuant to this Agreement.

“**Liquidated Damages Amount**” means, with respect to any Event, an amount in cash equal to the product of (i) 0.250% (increasing by 0.250% every thirty days following the applicable Event Date), (ii) the Per Share Purchase Price and (iii) the number of Shares held by such Holder on the Event Date.

“**Losses**” shall have the meaning set forth in Section 5(a).

“**Per Share Purchase Price**” means \$3.0488.

“**Plan of Distribution**” shall have the meaning set forth in Section 2(a).

“**Prospectus**” means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated by the Commission pursuant to the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

“Registrable Securities” means, as of any date of determination, (a) the Shares and (b) any securities issued or then issuable upon any share split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) for so long as (a) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been disposed of by the Holder in accordance with such effective Registration Statement, (b) such Registrable Securities have been previously sold in accordance with Rule 144, or (c) such securities become eligible for resale without volume or manner-of-sale restrictions and without current public information pursuant to Rule 144 as set forth in a written opinion letter to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Holders (assuming that such securities and any securities issuable upon exercise, conversion or exchange of which, or as a dividend upon which, such securities were issued or are issuable, were at no time held by any Affiliate of the Company, as reasonably determined by the Company, upon the advice of counsel to the Company).

“Registration Statement” means any registration statement required to be filed hereunder pursuant to Section 2(a) and any additional registration statements contemplated by Section 2(c) or Section 3(c), including (in each case) the Prospectus, amendments and supplements to any such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement.

“Rule 415” means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“Rule 424” means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“Selling Shareholder Questionnaire” shall have the meaning set forth in Section 3(a).

“SEC Guidance” means (i) any publicly-available written or oral guidance of the Commission staff, or any comments, requirements or requests of the Commission staff and (ii) the Securities Act.

“Shares” means the Consideration Shares. A Person will be deemed to hold Shares if it holds a depositary receipt representing Shares.

“Target” means Crownpeak Intermediate Holdings, Inc.

“Trading Day” means a day on which the principal Trading Market is open for trading.

“**Trading Market**” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

“**Transfer Agent**” means Computershare Inc., and any successor transfer agent of the Company.

2. Registration.

(a) On or prior to each Filing Date, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities that are not then registered on an effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415. Each Registration Statement filed hereunder shall be on Form F-3 or such other appropriate form and shall contain substantially the “**Plan of Distribution**” attached hereto as Annex A and substantially the “**Selling Shareholder**” section attached hereto as Annex B; provided, however, that no Holder shall be required to be named as an “underwriter” without such Holder’s express prior written consent provided, further, that if any Holder is expressly required by the Commission to be named as an “underwriter” and such Holder does not provide its consent to be so named, then the Company’s obligations under this Agreement as to such Holder shall be suspended until such time such Holder consents to be named as an “underwriter” or such time as such Holder ceases to be required to be named as an “underwriter”. Subject to the terms of this Agreement, the Company shall use its reasonable best efforts to cause a Registration Statement filed under this Agreement (including, without limitation, under Section 3(c)) to be declared effective under the Securities Act as promptly as possible after the filing thereof, but in any event no later than the applicable Effectiveness Date, and shall use its reasonable best efforts to keep such Registration Statement continuously effective under the Securities Act until the date that all Registrable Securities covered by such Registration Statement (i) have been sold, thereunder or pursuant to Rule 144, or (ii) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Transfer Agent and the affected Holders (the “**Effectiveness Period**”). The Company shall request effectiveness of a Registration Statement as of 5:00 p.m. (New York City time) on a Trading Day (or such earlier time as permitted by the Commission). The Company shall immediately notify the Holders by e-mail of the effectiveness of a Registration Statement on the same Trading Day that the Company confirms effectiveness with the Commission, which shall be the date requested for effectiveness of such Registration Statement. The Company shall, by 9:30 a.m. (New York City time) on the Trading Day after the effective date of such Registration Statement, file a final Prospectus with the Commission as required by Rule 424. Failure to file a final Prospectus as foresaid shall be deemed an Event under Section 2(d).

(b) Notwithstanding the registration obligations set forth in Section 2(a), if the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly inform each of the Holders thereof and use its reasonable best efforts to file amendments to the Initial Registration Statement as required by the

Commission, covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form F-3 or such other form available to register for resale the Registrable Securities as a secondary offering, and subject to the provisions of Section 2(d) with respect to the payment of liquidated damages; provided, however, that prior to filing such amendment, the Company shall be obligated to use reasonably diligent efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, Securities Act Rules Compliance and Disclosure Interpretation Question 612.09.

(c) Notwithstanding any other provision of this Agreement and subject to the payment of liquidated damages pursuant to Section 2(d), if the Commission sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater portion of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the Company shall reduce Registrable Securities represented by Shares (applied, in the case that some Shares may be registered, to the Holders on a pro rata basis based on the total number of unregistered Shares held by such Holders). In the event of a cutback hereunder, the Company shall give the Holder at least two (2) Trading Days prior written notice along with the calculations as to such Holder's allotment. In the event the Company amends the Initial Registration Statement in accordance with the foregoing, the Company will use its reasonable best efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form F-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended, and to use its reasonable best efforts to cause the Commission to declare such registration statement covering the Shares that were not registered for resale on the Initial Registration Statement, as amended, effective as soon as practicable after the date of such filing.

(d) If: (i) the Initial Registration Statement is not filed on or prior to its Filing Date (if the Company files the Initial Registration Statement without affording the Holders the opportunity to review and comment on the same as required by Section 3(a) herein, the Company shall be deemed to have not satisfied this clause (i)), provided that the failure to file the Initial Registration Statement on or prior to the Filing Date is not due to any delay caused by any Holder, or (ii) the Company fails to file with the Commission a request for acceleration of a Registration Statement in accordance with Rule 461 promulgated by the Commission pursuant to the Securities Act, within one (1) Trading Day of the date that the Company is notified (orally or in writing, whichever is earlier) by the Commission that such Registration Statement will not be "reviewed" or will not be subject to further review, or (iii) prior to the effective date of a Registration Statement, the Company fails to file a pre-effective amendment and otherwise respond in writing to comments made by the Commission in respect of such Registration Statement within ten (10) calendar days after the receipt of comments by or notice from the Commission that such amendment is required in order for such Registration Statement to be declared effective, provided that the failure to file a pre-effective amendment and otherwise respond in writing to comments made by the Commission in respect of such Registration Statement within such 10-day period is not due to any delay caused by any Holder or its Affiliates to provide or respond in writing to comments made by Commission in respect of such Holder or any financial statements or financial

data of the Target (including such pro forma financial statements or financial data included in the pro forma financial information prepared applying Article XI of Regulation S-X), or (iv) a Registration Statement registering for resale all of the Registrable Securities, subject to the cutback limitations set forth in Section 2(c) of this Agreement, is not declared effective by the Commission by the applicable Effectiveness Date, provided that such failure is not due to any delay caused by any Holder, or (v) after the effective date of a Registration Statement, such Registration Statement ceases for any reason to remain continuously effective as to all Registrable Securities included in such Registration Statement, or the Holders are otherwise not permitted to utilize the Prospectus therein to resell such Registrable Securities, for more than twenty (20) consecutive Trading Days or more than an aggregate of forty-five (45) Trading Days (which need not be consecutive Trading Days) during any 12-month period (any such failure or breach being referred to as an “**Event**”, and for purposes of clauses (i) and (iv), the date on which such Event occurs, and for purpose of clause (ii) the date on which such one (1) Trading Day period is exceeded, and for purpose of clause (iii) the date which such ten (10) calendar day period is exceeded, and for purpose of clause (v) the date on which such twenty (20) or forty-five (45) Trading Day period, as applicable, is exceeded being referred to as “**Event Date**”), then, in addition to any other rights the Holders may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the applicable Event is cured, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to the Liquidated Damages Amount. If the Company fails to pay any partial liquidated damages pursuant to this Section in full within seven days after the date payable, the Company will pay interest thereon at a rate of 18% per annum (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full.

(e) Notwithstanding anything to the contrary contained herein, in no event shall the Company be permitted to name any Holder or affiliate of a Holder as an underwriter without the prior written consent of such Holder provided that if any Holder is expressly required by the Commission to be named as an “underwriter” and such Holder does not provide its consent to be so named, then the Company’s obligations under this Agreement as to such Holder shall be suspended until such time such Holder consents to be named as an “underwriter” or such time as such Holder ceases to be required to be named as an “underwriter”.

3. Registration Procedures.

In connection with the Company’s registration obligations hereunder, the Company shall:

(a) Not less than two (2) Trading Days prior to the filing of each Registration Statement and not less than one (1) Trading Day prior to the filing of any related Prospectus or any amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference), the Company shall (i) furnish to each Holder copies of all such documents proposed to be filed, which documents (other than those incorporated or deemed to be incorporated by reference) will be subject to the review of such Holders, and (ii) cause its officers and directors, counsel and independent registered public accountants to respond reasonably promptly and completely to such inquiries as shall be necessary, in the reasonable opinion of respective counsel to each Holder, for each Holder and any broker-dealer through which

a Holder proposes to resell its Registrable Securities to conduct a reasonable investigation within the meaning of the Securities Act. The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto to which the Holders of a majority of the Registrable Securities shall reasonably object in good faith, provided that, the Company is notified of such objection in writing no later than two (2) Trading Days after the Holders have been so furnished copies of a Registration Statement or one (1) Trading Day after the Holders have been so furnished copies of any related Prospectus or amendments or supplements thereto. Each Holder agrees to furnish to the Company a completed questionnaire in the form attached to this Agreement as Annex C (a “**Selling Shareholder Questionnaire**”) on a date that is not less than two (2) Trading Days prior to the Filing Date or by the end of the fourth (4th) Trading Day following the date on which such Holder receives draft materials in accordance with this Section.

(b) (i) Prepare and file with the Commission such amendments, including post-effective amendments, to a Registration Statement and the Prospectus used in connection therewith as may be necessary to keep a Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities, (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424, (iii) respond as promptly as reasonably possible to any comments received from the Commission with respect to a Registration Statement or any amendment thereto and provide as promptly as reasonably possible to the Holders true and complete copies of all correspondence from and to the Commission relating to a Registration Statement (provided that, the Company shall excise any information contained therein which would constitute material non-public information regarding the Company or any of its Subsidiaries), and (iv) comply in all material respects with the applicable provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement during the applicable period in accordance (subject to the terms of this Agreement) with the intended methods of disposition by the Holders thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented.

(c) If during the Effectiveness Period, the number of Registrable Securities at any time exceeds 100% of the number of shares of Common Stock then registered in a Registration Statement, then the Company shall file as soon as reasonably practicable, but in any case prior to the applicable Filing Date, an additional Registration Statement covering the resale by the Holders of not less than the number of such Registrable Securities.

(d) Notify the Holders of Registrable Securities to be sold (which notice shall, pursuant to clauses (iii) through (vi) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made) as promptly as reasonably possible (and, in the case of (i)(A) below, not less than one (1) Trading Day prior to such filing) and (if requested by any such Person) confirm such notice in writing no later than one (1) Trading Day following the day (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed, (B) when the Commission notifies the Company whether there will be a “review” of such Registration Statement and whenever the Commission comments in writing on such Registration Statement, and (C) with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (ii)

of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information, (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose, (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in a Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to a Registration Statement, Prospectus or other documents so that, in the case of a Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (vi) of the occurrence or existence of any pending corporate development with respect to the Company that the Company's board of directors acting in good faith reasonably believes is material to the Company and that, in the reasonable determination of the Company's board of directors, would require the disclosure of material, non-public information, the premature disclosure of which would be materially detrimental to the Company; provided, however, that (i) the Company shall be entitled to suspend the use of the Prospectus pursuant to clause (v) and (vi) for a period not to exceed sixty (60) days in succession or one-hundred twenty (120) days in the aggregate in any rolling twelve (12) month and provided further that in no event shall any such notice contain any information which would constitute material, non-public information regarding the Company or any of its Subsidiaries and the Company agrees that the Holders shall not have any duty of confidentiality to the Company or any of its Subsidiaries and shall not have any duty to the Company or any of its Subsidiaries not to trade on the basis of such information.

(e) Use its reasonable best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order stopping or suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(f) Furnish to each Holder, without charge, at least one conformed copy of each such Registration Statement and each amendment thereto in portable document format (.PDF) and any financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference to the extent requested by such Person, and all exhibits to the extent reasonably requested by such Person promptly after the filing of such documents with the Commission, provided that any such item which is available on the EDGAR system (or successor thereto) need not be furnished.

(g) Subject to the terms of this Agreement, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto, except after the giving of any notice pursuant to Section 3(d)(iii) – (vi) to the extent and for the periods provided thereby.

(h) The Company shall cooperate with any broker-dealer through which a Holder proposes to resell its Registrable Securities in effecting a filing with the FINRA Corporate Financing Department pursuant to FINRA Rule 5110, as requested by any such Holder, and the Company shall pay the filing fee required by such filing within two (2) Business Days of receipt of a request therefor.

(i) Prior to any resale of Registrable Securities by a Holder, use its reasonable best efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from the Registration or qualification) of such Registrable Securities for the resale by the Holder under the securities or Blue Sky laws of such jurisdictions within the United States as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement, provided that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any material tax in any such jurisdiction where it is not then so subject or file a general consent to service of process in any such jurisdiction.

(j) If reasonably requested by a Holder, cooperate with such Holder to facilitate the timely preparation and delivery of certificates or book-entries representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates or book-entries shall be free, to the extent permitted by this Agreement and the Purchase Agreement, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request.

(k) Upon the occurrence of any event contemplated by Section 3(d), as promptly as reasonably possible under the circumstances taking into account the Company's good faith assessment of any adverse consequences to the Company and its shareholders of the premature disclosure of such event, prepare a supplement or amendment, including a post-effective amendment, to a Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither a Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Holders in accordance with clauses (iii) through (vi) of Section 3(d) above to suspend the use of any Prospectus until the requisite changes to such Prospectus have been made, then the Holders shall suspend use of such Prospectus, subject to the limitations set forth in Section 3(d) on the period of suspension. The Company will use its reasonable best efforts to ensure that the use of the Prospectus may be resumed as promptly as is reasonably practicable. The Company shall be entitled to exercise its right under this Section 3(k) to suspend the availability of a Registration Statement and Prospectus for the time periods set forth in Section 3(d) and subject to the payment of liquidated damages if so required pursuant to Section 2(d) hereof.

(l) Otherwise use reasonable best efforts to comply with all applicable rules and regulations of the Commission under the Securities Act and the Exchange Act, including, without limitation, Rule 172 under the Securities Act, file any final Prospectus, including any

supplement or amendment thereof, with the Commission pursuant to Rule 424 under the Securities Act, promptly inform the Holders in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Holders are required to deliver a Prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder.

(m) The Company shall use its reasonable best efforts to obtain and maintain eligibility for use of Form F-3 (or any successor form thereto) for the registration of the resale of the Registrable Securities.

(n) The Company may require each selling Holder to furnish to the Company a certified statement as to the number of shares of Common Stock beneficially owned by such Holder and, if required by the Commission, the natural persons thereof that have voting and dispositive control over the shares. During any periods that the Company is unable to meet its obligations hereunder with respect to the registration of the Registrable Securities solely because any Holder fails to furnish such information within three (3) Trading Days of the Company's request, any liquidated damages that are accruing at such time as to such Holder only shall be tolled and any Event that may otherwise occur solely because of such delay shall be suspended as to such Holder only, until such information is delivered to the Company.

4. Registration Expenses. All fees and expenses incident to the performance of or compliance with this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement, except that the registration fees payable to the Commission shall be borne fifty percent (50%) by the Company and fifty percent (50%) by the Holders. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of the Company's counsel and independent registered public accountants) (A) with respect to filings made with the Commission, (B) with respect to filings required to be made with any Trading Market on which the shares of Common Stock are then listed for trading, (C) in compliance with applicable state securities or Blue Sky laws reasonably agreed to by the Company in writing (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities), and (D) if not previously paid by the Company with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of Registrable Securities with FINRA pursuant to FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any broker or

similar commissions of any Holder or, except to the extent provided for in the Purchase Agreement or this Agreement, any legal fees or other costs of the Holders.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, members, partners, agents, brokers (including brokers who offer and sell Registrable Securities as principal as a result of a pledge or any failure to perform under a margin call), investment advisors and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, members, shareholders, partners, agents and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and reasonable and documented expenses (including, without limitation, reasonable investigation expenses) (collectively, "**Losses**"), as incurred in investigating, preparing or defending against any litigation, commence or threatened, or any claim, to which they are or any of them may become subject under the Securities Act, the Exchange Act or other U.S. federal or state statutory law (including any applicable "blue sky" laws), rule or regulation, at common law or otherwise, arising out of, based upon, caused by or relating to (1) any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (2) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement, except to the extent, but only to the extent, that (i) such untrue statements or omissions are based upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement, such Prospectus or in any amendment or supplement thereto (it being understood that the Holder has approved Annex A hereto for this purpose) or (ii) in the case of an occurrence of an event of the type specified in Section 3(d)(iii)-(vi), the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated, defective or otherwise unavailable for use by such Holder and prior to the receipt by such Holder of the Advice contemplated in Section 6(c). The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified person and shall survive the transfer of any Registrable Securities by any of the Holders.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the extent arising out of or based solely upon: any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (i) to the extent, but only to the extent, that such untrue statement or omission is contained in any information so furnished in writing by such Holder to the Company expressly for inclusion in such Registration Statement or such Prospectus or (ii) to the extent, but only to the extent, that such information relates to such Holder's information provided in the Selling Shareholder Questionnaire or the proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement (it being understood that the Holder has approved Annex A hereto for this purpose), such Prospectus or in any amendment or supplement thereto. In no event shall the liability of a selling Holder be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such Holder in connection with any claim relating to this Section 5 and the amount of any damages such Holder has otherwise been required to pay by reason of such untrue statement or omission) received by such Holder upon the sale of the Registrable Securities included in the Registration Statement giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "**Indemnified Party**"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof, provided that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially and adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel (other than reasonable costs of investigation, supervision and monitoring) shall be at the expense of such Indemnified Party or Parties unless (1) the Indemnifying Party has agreed in writing to pay such fees and expenses, (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding, (3) such Indemnified Party reasonably objects to such assumption on the grounds that, upon the written advice of counsel, there may be defenses available to it which are different from or in addition to the defenses available to such Indemnifying Party, (4) counsel to the Indemnifying Party has informed the Indemnifying Party that the joint representation of the

Indemnifying Party and one or more Indemnified Parties could be inappropriate under applicable standards of professional conduct, or (5) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and counsel to the Indemnified Party shall reasonably believe that a material conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and the reasonable fees and expenses of no more than one separate counsel shall be at the expense of the Indemnifying Party).

The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld, conditioned or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of or involving any Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

Subject to the terms of this Agreement, all reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten Trading Days of written notice thereof to the Indemnifying Party, provided that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) not to be entitled to indemnification hereunder.

(d) Contribution. If the indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding

paragraph. In no event shall the contribution obligation of a Holder of Registrable Securities be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such Holder in connection with any claim relating to this Section 5 and the amount of any damages such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

6. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their respective obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. Each of the Company and each Holder agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall not assert or shall waive the defense that a remedy at law would be adequate.

(b) No Piggyback on Registrations; Prohibition on Filing Other Registration Statements. Neither the Company nor any of its security holders (other than the Holders in such capacity pursuant hereto) may include securities of the Company in any Registration Statements other than the Registrable Securities. The Company shall not file any other registration statements until all Registrable Securities are registered pursuant to a Registration Statement that is declared effective by the Commission, provided that this Section 6(b) shall not prohibit the Company from filing amendments to registration statements filed prior to the date of this Agreement so long as no new securities are registered on any such existing registration statements.

(c) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(d)(iii) through (vi), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the “**Advice**”) by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company will use its reasonable best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable.

(d) Intentionally Omitted.

(e) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Holders of 50.1% or more of the then outstanding Registrable Securities (for purposes of clarification, this includes any Registrable Securities issuable upon exercise or conversion of any Security), provided that, if any amendment,

modification or waiver disproportionately and adversely impacts a Holder (or group of Holders), the consent of such disproportionately impacted Holder (or group of Holders) shall be required. If a Registration Statement does not register all of the Registrable Securities pursuant to a waiver or amendment done in compliance with the previous sentence, then the number of Registrable Securities to be registered for each Holder shall be reduced pro rata among all Holders and each Holder shall have the right to designate which of its Registrable Securities shall be omitted from such Registration Statement. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of a Holder or some Holders and that does not directly or indirectly affect the rights of other Holders may be given only by such Holder or Holders of all of the Registrable Securities to which such waiver or consent relates; provided, however, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the first sentence of this Section 6(d). No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration also is offered to all of the parties to this Agreement.

(f) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement or at such addresses notified to the other parties hereto.

(g) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. The Company may not assign (except by merger, subject to any successor entity assuming in writing all of the obligations of the Company under this Agreement) its rights or obligations hereunder without the prior written consent of all of the Holders of the then outstanding Registrable Securities. Each Holder may assign their respective rights hereunder to any transferee, provided that such transferee, if not a party hereto, executes a joinder hereto in a form reasonably acceptable to the Company.

(h) No Inconsistent Agreements. The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement will not constitute a breach or violation or result in a default under any material agreement with the Company or any of its Subsidiaries granting any registration rights with respect to any of the Company's securities or any of its Subsidiaries' securities to any Person. Neither the Company nor any of its Subsidiaries has entered, as of the date hereof, nor shall the Company or any of its Subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof in any material respect.

(i) Execution and Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or DocuSign, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" or DocuSign signature page were an original thereof.

(j) Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF).** The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions and other equitable remedies to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the Selected Courts (as defined below), this being in addition to any other remedy to which they are entitled at law or in equity. Any requirements for the securing or posting of any bond with respect to such remedy are hereby waived by each of the parties hereto. Each party further agrees that, in the event of any action for an injunction or other equitable remedy in respect of such breach or enforcement of specific performance, it will not assert the defense that a remedy at law would be adequate. With respect to any suit, action or proceeding (“**Proceeding**”) arising out of or relating to this Agreement or any transaction contemplated hereby each of the parties hereto hereby irrevocably (a) submits to the exclusive jurisdiction of the state courts or the federal courts of the United States of America located in the State of New York (the “**Selected Courts**”) and waives any objection to venue being laid in the Selected Courts whether based on the grounds of *forum non conveniens* or otherwise and hereby agrees not to commence any such Proceeding other than before one of the Selected Courts; provided, however, that a party may commence any Proceeding in a court other than a Selected Court solely for the purpose of enforcing an order or judgment issued by one of the Selected Courts; (b) consents to service of process in any Proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, or by recognized international express carrier or delivery service, to the Company or to the applicable party hereto at their respective addresses referred to in Section 6(f); provided, however, that nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law; and (c) **TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND AGREES THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.**

(k) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

(l) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in

full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(m) Headings. The headings in this Agreement are for convenience only, do not constitute a part of the Agreement and shall not be deemed to limit or affect any of the provisions hereof.

(n) Independent Nature of Holders' Obligations and Rights. The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder hereunder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Holder pursuant hereto or thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Holders are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by this Agreement or any other matters, and the Company acknowledges that the Holders are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or transactions. Each Holder shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose. The use of a single agreement with respect to the obligations of the Company contained was solely in the control of the Company, not the action or decision of any Holder, and was done solely for the convenience of the Company and not because it was required or requested to do so by any Holder. It is expressly understood and agreed that each provision contained in this Agreement is between the Company and a Holder, solely, and not between the Company and the Holders collectively and not between and among Holders.

(o) Certificates or book-entry statements evidencing the Registrable Securities (which, for the avoidance of doubt, shall include any depositary receipts) shall not contain any legend (including any legend set forth in this Agreement or the Purchase Agreement), (i) while a registration statement (including the Registration Statement) covering the resale of such security is effective under the Securities Act, (ii) following any sale of such Registrable Securities pursuant to Rule 144 and the Company is then in compliance with the current public information required under Rule 144, (iii) if such Registrable Securities may be sold under Rule 144, without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Registrable Securities and without volume or manner-of-sale restrictions, or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent promptly on or after the Effective Date if required by the Transfer Agent to effect the removal of the legend hereunder or if requested by a Holder and shall otherwise take all actions necessary to cause the Transfer Agent to remove any legends on the Registrable Securities. If all or any portion of the Registrable Securities may be sold under Rule 144 and the Company is then in compliance with

the current public information required under Rule 144, or if the Registrable Securities may be sold under Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Registrable Securities or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission), then such Registrable Securities shall be issued free of all legends or, if applicable, any such legends shall be removed. The Company shall cause its counsel to issue a legal opinion to the Transfer Agent promptly after the Effective Date if required by the Transfer Agent to effect the removal of the legend hereunder or if reasonably required by a Holder and shall otherwise take all actions necessary to cause the Transfer Agent to remove any legends on the Registrable Securities. The Company agrees that on and following the Effective Date or at such time as such legend is no longer required under this clause, it will, no later than the earlier of (i) one (1) Trading Day and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) following the delivery by a Holder to the Company or the Transfer Agent of a certificate or book-entry statement representing Registrable Securities (which, for the avoidance of doubt, shall include any depositary receipts) issued with a restrictive legend (such date, the “**Legend Removal Date**”), instruct the Transfer Agent to deliver or cause to be delivered to such Holder a certificate or book-entry statement representing such shares that is free from all restrictive and other legends. Certificates or book-entry statements for Securities subject to legend removal hereunder shall be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder’s prime broker with the Depository Trust Company as directed by such Holder, unless otherwise instructed by the Holder. As used herein, “**Standard Settlement Period**” means the standard settlement period, expressed in a number of Trading Days, on the Company’s primary Trading Market with respect to the Common Stock as in effect on the date of delivery of a certificate or book-entry statement representing Shares issued with a restrictive legend

(p) Each Holder, severally and not jointly with the other Holders, agrees with the Company that such Holder will sell any Registrable Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Registrable Securities are sold pursuant to a Registration Statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Securities as set forth in this Agreement is predicated upon the Company’s reliance upon this understanding.

(q) If requested by any Holder in connection with any transaction involving any Registrable Securities (including any sale or other transfer of such securities without registration under the Securities Act, any margin loan with respect to such securities and any pledge of such securities), the Company agrees to provide such Holder with customary assistance to facilitate such transaction or similar transaction, including, without limitation, (i) such action as such Holder may reasonably request from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act and (ii) entering into an “issuer’s agreement” in connection with any margin loan with respect to such securities in customary form. Without limiting the foregoing, the Company acknowledges and agrees that a Holder may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Registrable Securities to a financial institution that is an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act and, if

required under the terms of such arrangement, such Holder may transfer pledged or secured Registrable Securities to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of the Company and no legal opinion of legal counsel of the Company or the pledgee, secured party or pledgor shall be required in connection therewith; provided, however, that the Company shall have no liability or be responsible for any fees, costs or expenses in respect thereof and shall be indemnified and held harmless in full by the Holder in respect of all Losses arising out or relating to such pledge, transfer or security interest. Further, without limiting the Holder's obligations under this Agreement, no notice shall be required of such pledge. At the appropriate Holder's expense, the Company will execute and deliver such reasonable documentation as a pledgee or secured party of Registrable Securities may reasonably request in connection with a pledge or transfer of the Securities, including, if the Securities are subject to registration pursuant to this Agreement, the preparation and filing of any required prospectus supplement under Rule 424(b)(3) under the Securities Act or other applicable provision of the Securities Act to appropriately amend the list of selling stockholders thereunder, provided that the Company shall be indemnified and held harmless in full by the Holder in respect of all Losses arising out or relating to such pledge, transfer or security interest.

(r) If any Holder seeks to effectuate an in-kind distribution of all or part of their Registrable Securities to their respective direct or indirect equityholders, the Company will, subject to any applicable lock-ups, work with such Holder to facilitate such in-kind distribution in the manner requested and consistent with the Company's obligations under the Securities Act, this Agreement and the Purchase Agreement.

(s) If requested by any Holder, the Company shall promptly take all actions to facilitate the exchange of such Holder's depositary receipts representing the Shares for the Shares, including but not limited to causing its counsel to issue a legal opinion to the Transfer Agent to effect the removal of any legends on the depositary receipts in accordance with Section 6(o) hereof.

(t) So long as the Company (a) has registered a class of securities under Section 12 of the Exchange Act or (b) files reports under Section 13 or Section 15 of the Exchange Act, the Company shall take all actions reasonably necessary to enable Holders to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act to the extent available, as such rule may be amended from time to time or any similar rules or regulations adopted by the SEC, including, without limiting the generality of the foregoing, (i) making and keeping public information available, as those terms are understood and defined in Rule 144 promulgated under the Securities Act, (ii) filing with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act, and (iii) at the request of any Holder if such Holder proposes to sell securities in compliance with Rule 144, forthwith furnish to such Holder, as applicable, a written statement of compliance with the reporting requirements of the SEC as set forth in Rule 144 and make available to such Holder such information as will enable the Holder to make sales pursuant to Rule 144.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

REZOLVE AI PLC

By: /s/Daniel Wagner
Name: Daniel Wagner
Title: Director

CrownPeak Technology Holdings, Inc.

By: /s/ Sunit Banerjee
Name: Sunit Banerjee
Title: Vice President

AMENDED AND RESTATED CREDIT AGREEMENT

by and among

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,

as Agent,

THE LENDERS THAT ARE PARTIES HERETO,

as the Lenders,

CROWNPEAK INTERMEDIATE HOLDINGS, INC.,

as Holdings,

and

CROWNPEAK TECHNOLOGY, INC.,

and

EVIDON, INC.,

as Borrowers

Dated as of December 1, 2025

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AMENDED AND RESTATED CREDIT AGREEMENT

This **AMENDED AND RESTATED CREDIT AGREEMENT** (this “Agreement”), is entered into as of December 1, 2025, by and among the lenders identified on the signature pages hereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”, as that term is hereinafter further defined), **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, as administrative and collateral agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”), **CROWNPEAK INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation (“Holdings”), **CROWNPEAK TECHNOLOGY, INC.**, a Delaware corporation (“Crownpeak Borrower”), and **EVIDON, INC.**, a Delaware corporation (“Evidon Borrower”; together with Crownpeak Borrower, are referred to hereinafter each individually as a “Borrower” and individually and collectively, jointly and severally, as “Borrowers”).

RECITALS

WHEREAS, on February 28, 2019 (the “Original Closing Date”), **CROWNPEAK TECHNOLOGY HOLDINGS, INC.**, a Delaware corporation (“Crownpeak Seller Holdco”), Holdings and certain of its Subsidiaries, the Lenders party thereto, and Agent entered into that certain Credit Agreement (as amended, supplemented, or otherwise modified from time to time as of the date hereof, the “Original Credit Agreement”);

WHEREAS, under the Original Credit Agreement, there were (i) \$151,921,624.85 of aggregate principal amount of outstanding term loans (including previously funded delayed draw term loans) under the Original Credit Agreement (together, the “Original Term Loans”) and outstanding Revolving Loans (which amount is inclusive of paid-in-kind interest accrued thereon as of the Restatement Effective Date), and (ii) \$7,500,000 of aggregate principal amount of outstanding Revolver Commitments under the Original Credit Agreement;

WHEREAS, \$1,757,434.94 of accrued and unpaid exit and amendment fees have accrued (the “Exit Fees”); and

WHEREAS, on the Restatement Date, Holdings is being acquired by **REZOLVE AI PLC**, a public limited company incorporated and registered in England with company number 14573691 (“Parent”), pursuant to the Rezolve Purchase Agreement (the “Rezolve Change of Control”) and in connection therewith \$50,000,000 of Original Term Loans and Revolving Loans are being repaid (the “Loan Prepayment”) and the Revolver Commitments are being terminated; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree to amend and restate the Original Credit Agreement as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1. **Definitions.** Capitalized terms used in this Agreement shall have the meanings specified therefor on Schedule 1.1.

1.2. **Accounting Terms.** All accounting terms not specifically defined herein shall be construed in accordance with GAAP; provided, that, if Administrative Borrower notifies Agent that Borrowers request an amendment to any provision hereof to eliminate the effect of any Accounting Change

occurring after the Restatement Date or in the application thereof on the operation of such provision (or if Agent notifies Borrowers that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such Accounting Change or in the application thereof, then Agent and Borrowers agree that they will negotiate in good faith amendments to the provisions of this Agreement that are directly affected by such Accounting Change with the intent of having the respective positions of the Lenders and Borrowers after such Accounting Change conform as nearly as possible to their respective positions before such Accounting Change and, until any such amendments have been agreed upon and agreed to by the Required Lenders, the provisions in this Agreement shall be calculated as if no such Accounting Change had occurred. When used herein, the term “financial statements” shall include the notes and schedules thereto. Whenever the terms “Borrower” or “Borrowers” are used in respect of a financial covenant or a related definition, it shall be understood to mean Holdings and its Subsidiaries on a consolidated basis, unless the context clearly requires otherwise. Notwithstanding anything to the contrary contained herein, (a) all financial statements delivered hereunder shall be prepared, and all financial covenants contained herein shall be calculated, without giving effect to any election under the Statement of Financial Accounting Standards No. 159 (or any similar accounting principle) permitting a Person to value its financial liabilities or Indebtedness at the fair value thereof, and (b) the term “unqualified opinion” as used herein to refer to opinions or reports provided by accountants shall mean an opinion or report that is (i) unqualified, and (ii) does not include any explanation, supplemental comment, or other comment concerning the ability of the applicable Person to continue as a going concern or concerning the scope of the audit (other than as may be required as a result of (x) an actual or prospective Default or Event of Default with respect to a financial covenant under this Agreement, or (y) the impending maturity within twelve (12) months of any Indebtedness). Notwithstanding any other provision contained herein or in any other Loan Document, any lease that is treated as an operating lease for purposes of GAAP as of the Restatement Date shall continue to be treated as an operating lease (and any future lease that would be treated as an operating lease for purposes of GAAP as of the Restatement Date shall be treated as an operating lease), in each case for purposes of this Agreement, notwithstanding any change in GAAP after the Restatement Date.

The Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to Base Rate, the Term SOFR Reference Rate, or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Base Rate, the Term SOFR Reference Rate, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Agent and its affiliates or other related entities may engage in transactions that affect the calculation of Base Rate, the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers; provided, that the Agent will not engage in such transactions with the primary purpose of negatively impacting the Borrowers. The Agent may select information sources or services in its reasonable discretion to ascertain Base Rate, the Term SOFR Reference Rate, Term SOFR, or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.3. **[Reserved]**.

1.4. **Construction.** Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any reference herein or in any other Loan Document to “province” or like terms shall include “territory” and like terms. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, (ii) all Lender Group Expenses that have accrued and are unpaid regardless of whether demand has been made therefor, and (iii) all fees or charges that have accrued hereunder or under any other Loan Document and are unpaid, (b) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, (c) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization, (d) the receipt by Agent of cash collateral in order to secure any other contingent Obligations for which a claim or demand for payment has been made on or prior to such time or in respect of matters or circumstances known to Agent or a Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense (including attorneys’ fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Obligations, (e) the payment or repayment in full in immediately available funds of all other outstanding Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid, and (f) the termination of all of the Commitments of the Lenders. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.5. **Time References.** Unless the context of this Agreement or any other Loan Document clearly requires otherwise, all references to time of day refer to Central standard time or Central daylight saving time, as in effect in Chicago, Illinois on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the

words “to” and “until” each means “to and including”; provided that, with respect to a computation of fees or interest payable to Agent or any Lender, such period shall in any event consist of at least one full day.

1.6. **Available Amount Transactions.** If more than one action occurs on any given date the permissibility or the taking of which is determined hereunder by reference to the amount of the Available Amount immediately prior to the taking of such action, the permissibility of the taking of each such action shall be determined independently and in no event may any two or more such actions be treated as occurring simultaneously (i.e., each transaction must be permitted under the Available Amount as so calculated).

1.7. **Schedules and Exhibits.** All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

1.8. **Limited Condition Transactions.** In connection with any action being taken solely in connection with a Limited Condition Transaction (including, without prejudice to the Certain Funds Conditions, the Aegean Acquisition) for purposes of:

- (a) determining compliance with any provision of this Agreement which requires the calculation of any financial ratio or financial test; or
- (b) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of EBITDA);

in each case, at the option of the Administrative Borrower (the Administrative Borrower’s election to exercise such option in connection with any Limited Condition Transaction, an “LCT Election”), the date of determination of whether any such action is permitted hereunder shall be deemed to be the date the definitive agreement for such Limited Condition Transaction is entered into (or, at the option of the Administrative Borrower, in the case of a take private acquisition, the draft of the first announcement of the offer, scheme or similar transaction) (the “LCT Test Date”), and if, after giving *pro forma* effect to the Limited Condition Transaction and other *pro forma* events in connection therewith, including the incurrence of Indebtedness, the Borrowers or any of their Subsidiaries would have been permitted to take such action on the relevant LCT Test Date in compliance with such ratio, test or basket shall be required to be satisfied (i) on a *pro forma* basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated and (ii) assuming such Limited Condition Transaction and other transactions in connection therewith have not been consummated; provided, that as of the date such Limited Condition Transaction is consummated, no Event of Default pursuant to Section 8.1, 8.4, or 8.5 shall have occurred and be continuing or would result from the consummation of such Limited Condition Transaction. For the avoidance of doubt, if the Administrative Borrower has made an LCT Election and any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date would have failed to have been satisfied as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in EBITDA, at or prior to the consummation of the relevant transaction or action, such baskets, tests or ratios will not be deemed to have failed to have been satisfied as a result of such fluctuations. If the Administrative Borrower has made an LCT Election for any Limited Condition Transaction, then in connection with any event or transaction (other than testing of any covenant pursuant to Section 7 of this Agreement on an actual (as opposed to *pro forma*) basis) occurring after the relevant LCT Test Date and prior to the earliest of the date on which such Limited Condition Transaction is consummated, the date that is (i) one hundred and twenty (120) days after the LCT Test Date, and (ii) the date on which the definitive agreement or date for redemption, repurchase, defeasance, satisfaction and discharge or repayment specified in an irrevocable notice for such Limited Condition Transaction is terminated, expires or passes, as applicable, without consummation of such Limited Condition Transaction (a “Subsequent Transaction”) in connection with which a ratio, test or basket availability calculation must be made on a *pro forma* basis

or giving *pro forma* effect to such Subsequent Transaction, for purposes of determining whether such ratio, test or basket availability has been complied with under this Agreement, any such ratio, test or basket shall be required to be satisfied on a *pro forma* basis assuming such Limited Condition Transaction and other transactions (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated in connection therewith have been consummated; provided that, for the avoidance of doubt, this sentence shall not apply to testing of actual (as opposed to *pro forma*) compliance with Section 7 of this Agreement. In the event that a Limited Condition Transaction is not consummated prior to the earlier of the date that is (i) one hundred and twenty (120) days after the LCT Test Date, and (ii) the date on which the definitive agreement or date for redemption, repurchase, defeasance, satisfaction and discharge or repayment specified in an irrevocable notice for such Limited Condition Transaction is terminated, expires or passed, then such Limited Condition Transaction shall cease to benefit from the LCT Election above and the date of determination of whether any such action (and the other transactions entered into in connection therewith) is permitted hereunder shall be the date that such Limited Condition Transaction (and the other transactions entered into in connection therewith) is consummated.

1.9. **Agreed Security Principles**. The Guaranties, the Security Documents, the determination of Collateral and assets that constitute Excluded Assets of any Foreign Loan Party and each other guaranty and security document delivered or to be delivered under this Agreement, and any obligation to enter into such document or obligation and/or provide security in any Collateral, by any Foreign Loan Party shall be subject in all respects to the Agreed Security Principles and the Guarantee Limitations.

1.10. **[Reserved]**.

1.11. **Tax Structure Memorandum**. Notwithstanding any other term of the Loan Documents, any step, circumstance, payment, event, reorganization or transaction contemplated by or relating to the Tax Structure Memorandum (other than any exit steps or cash repatriation described therein), including, in each case, any intermediate steps or actions necessary to implement the steps, circumstances, payments or transactions in relation thereto and/or described therein shall not (or shall not be deemed to) constitute, or result in, a breach of any representation, warranty, undertaking or other term in the Loan Documents or a Default or an Event of Default and shall be deemed expressly permitted under the terms of the Loan Documents.

1.12. **Pro Forma Calculations**.

(a) Notwithstanding anything to the contrary herein, EBITDA and any financial ratios or tests, including the Leverage Ratio, shall be calculated in the manner prescribed by this Section 1.12; provided that notwithstanding anything to the contrary in clauses (b), (c) or (d) of this Section 1.12, the calculation of (i) the Leverage Ratio for purposes of Section 2.4(e)(vi) of this Agreement, and (ii) Excess Cash Flow shall not be given *pro forma* effect.

(b) For purposes of calculating EBITDA and any financial ratios or tests, including the Leverage Ratio, Specified Transactions (and the incurrence or repayment of any Indebtedness in connection therewith, subject to clause (d) of this Section 1.12) that have been made (i) during the applicable test period or (ii) subsequent to such test period and prior to or simultaneously with the event for which the calculation of EBITDA or any such ratio is made shall be calculated on a *pro forma* basis assuming that all such Specified Transactions (and any increase or decrease in EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable test period. If since the beginning of any applicable test period any Person that subsequently became a Loan Party or was merged, amalgamated or consolidated with or into any Borrower or any other Loan Party since the beginning of such test period shall have made any Specified Transaction that would

have required adjustment pursuant to this Section 1.12, then the Leverage Ratio and EBITDA shall be calculated to give *pro forma* effect thereto in accordance with this Section 1.12.

(c) Whenever *pro forma* effect is to be given to a Specified Transaction, the *pro forma* calculations shall be made in good faith by a Borrower and may include, for the avoidance of doubt, the amount of pro forma “run rate” cost savings, operating expense reductions, operating improvements and synergies that are projected by a Borrower in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or initiated or are expected to be taken (in the good faith determination of the Borrower) which is being given pro forma effect that have been realized or are expected to be realized and for which the actions necessary to realize such cost savings, operating expense reductions, synergies, business optimization initiatives and other operating improvements are taken, committed to be taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of the Borrower) (calculated on a pro forma basis as though such cost savings, operating expense reductions, synergies, business optimization initiatives and other operating improvements had been realized in full on the first day of such period and as if such cost savings, operating expense reductions, synergies, business optimization initiatives and other operating improvements were realized in full during the entirety of such period and “run-rate” means the full recurring benefit for a period that is associated with any action taken, committed to be taken or with respect to which substantial steps have been taken or are expected to be taken (including any savings expected to result from the elimination of a public target’s compliance costs with public company requirements), net of the amount of actual benefits realized during such period from such actions, and any such adjustments shall be included in the initial pro forma calculations of such financial ratios or tests and during any subsequent test period in which the effects thereof are expected to be realized) relating to such Specified Transaction; provided that (a) such amounts are reasonably identifiable, (b) such actions are taken, committed to be taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of the Borrower) no later than twenty-four (24) months after the date of such Specified Transaction (or actions undertaken or implemented prior to the consummation of such Specified Transaction), (c) no amounts shall be added to the extent duplicative of any amounts that are otherwise added back in computing EBITDA (or any other components thereof), whether through a pro forma adjustment or otherwise, with respect to such period and (d) any “run rate” cost savings, operating expense reductions and synergies added back to EBITDA pursuant to this Section 1.13(c), when aggregated with amounts added back to EBITDA pursuant to such cost savings, operating expense reductions and synergies added back pursuant to this Section 1.12(c) in any period shall not, when aggregated with the sum of the amounts added back to EBITDA pursuant to clauses (b)(vii), (b)(xvii) and (b)(xviii)(y) of the definition thereof in any test period, in each case, shall not in the aggregate exceed an amount equal to 25% of EBITDA of the Borrowers (calculated after giving effect to any such addback and all other permitted add-backs and adjustments) for such test period on a pro forma basis.

(d) In the event that any Borrower or any Subsidiary incurs (including by assumption or guarantees) or repays (including by repurchase, redemption, repayment, retirement or extinguishment) any Indebtedness included in the calculations of the Leverage Ratio (in each case, other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (i) during the applicable test period or (ii) subsequent to the end of the applicable test period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then the Leverage Ratio shall be calculated giving *pro forma* effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable test period. If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date such calculation is being made had been the applicable rate for the entire period (taking into account any Hedge Agreement applicable to such Indebtedness). Interest on a Capitalized Lease shall be deemed to accrue at an interest rate reasonably determined by a responsible officer of the Borrowers to be the rate of interest implicit in such Capitalized

Lease in accordance with GAAP. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Borrowers may designate.

2. LOANS AND TERMS OF PAYMENT

2.1. Revolving Loans.

(a) Prior to the Restatement Date, pursuant to the Original Credit Agreement, each Revolving Lender agreed (severally, not jointly or jointly and severally) to make revolving loans in Dollars ("Revolving Loans") to Borrowers in an aggregate amount at any time outstanding not to exceed *the lesser of*:

(i) such Lender's Revolver Commitment, or

(ii) such Lender's Pro Rata Share of an amount equal to (1) the Maximum Revolver Amount *less* (2) the Letter of Credit Usage at such time.

(b) The outstanding principal amount of the Revolving Loans, together with interest accrued and unpaid thereon, shall constitute Obligations and shall be due and payable on the Restatement Date.

2.2. Term Loans. On the Restatement Date, after giving effect to the Loan Prepayment, the outstanding principal amount of the Original Term Loans, all paid-in-kind interest thereon and the Exit Fees, shall continue as "Term Loans" hereunder (the "Term Loans"). On the Restatement Date, after giving effect to the Loan Prepayment, the outstanding principal amount of the Term Loans is \$103,679,099.79. The outstanding unpaid principal balance and all accrued and unpaid interest on the Term Loans shall be due and payable on the earlier of (a) the Maturity Date, and (b) the date of the acceleration of the Term Loan in accordance with the terms hereof (subject to Section 3.3(c)). Any principal amount of the Term Loans that is repaid or prepaid may not be reborrowed. All principal of, interest on, and other amounts payable in respect of the Term Loans shall constitute Obligations hereunder. The Term Loans shall be treated as a single class for all purposes hereunder.

2.3. Protective Advances.

(a) **[Reserved].**

(b) **[Reserved].**

(c) **[Reserved].**

(d) **Protective Advances.**

(i) Any contrary provision of this Agreement or any other Loan Document notwithstanding, at any time (A) after the occurrence and during the continuance of a Default or an Event of Default, or (B) that any of the other applicable conditions precedent set forth in Sections 3.1 and 3.2 are not satisfied, Agent hereby is authorized by Borrowers and the Lenders, from time to time, in Agent's sole discretion, to make Revolving Loans to, or for the benefit of, Borrowers, on behalf of the Revolving Lenders, that Agent, in its Permitted Discretion, deems necessary or desirable (1) to preserve or protect the Collateral, or any portion thereof, or (2) to enhance the likelihood of repayment of the Obligations (other

than the Bank Product Obligations) (the Revolving Loans described in this Section 2.3(d)(i)) shall be referred to as “Protective Advances”).

(ii) Each Protective Advance shall be deemed to be a Revolving Loan hereunder, except that no Protective Advance shall be eligible to be a SOFR Loan and all payments on the Protective Advances shall be payable to Agent solely for its own account. The Protective Advances shall be repayable on demand, secured by Agent’s Liens, constitute Obligations hereunder, and bear interest at the rate applicable from time to time to Revolving Loans that are Base Rate Loans. The provisions of this Section 2.3(d) are for the exclusive benefit of Agent and the Lenders and are not intended to benefit Borrowers (or any other Loan Party) in any way.

(e) [Reserved].

(f) **Notation.** Agent, as a non-fiduciary agent for Borrowers, shall maintain a register showing the principal amount of the Revolving Loans (and portion of each Term Loan, as applicable), owing to each Lender, including the Protective Advances owing to Agent, and the interests therein of each Lender, from time to time and such register shall, absent manifest error, conclusively be presumed to be correct and accurate.

(g) **Defaulting Lenders.**

(i) Notwithstanding the provisions of Section 2.4(b)(ii) or (iii), Agent shall not be obligated to transfer to a Defaulting Lender any payments made by any Borrower to Agent for the Defaulting Lender’s benefit or any proceeds of Collateral that would otherwise be remitted hereunder to the Defaulting Lender, and, in the absence of such transfer to the Defaulting Lender, Agent shall transfer any such payments: (i) first, to Agent to the extent of any Protective Advances that were made by Agent and that were required to but were not paid by the Defaulting Lender and (ii) second, from and after the date on which all other Obligations have been paid in full, to such Defaulting Lender in accordance with tier (J) of Section 2.4(b)(iii). Subject to the foregoing, Agent may hold and, in its Permitted Discretion, re-lend to Borrowers for the account of such Defaulting Lender the amount of all such payments received and retained by Agent for the account of such Defaulting Lender. Solely for the purposes of voting or consenting to matters with respect to the Loan Documents (including the calculation of Pro Rata Share in connection therewith), such Defaulting Lender shall be deemed not to be a “Lender” and such Lender’s Commitment shall be deemed to be zero; provided, that the foregoing shall not apply to any of the matters governed by Section 14.1(a)(i) through (iii). The provisions of this Section 2.3(g) shall remain effective with respect to such Defaulting Lender until the earlier of (y) the date on which all of the Non-Defaulting Lenders, Agent, Issuing Bank, and Borrowers shall have waived, in writing, the application of this Section 2.3(g) to such Defaulting Lender, or (z) the date on which such Defaulting Lender makes payment of all amounts that it was obligated to fund hereunder, pays to Agent all amounts owing by Defaulting Lender in respect of the amounts that it was obligated to fund hereunder, and, if requested by Agent, provides adequate assurance of its ability to perform its future obligations hereunder (on which earlier date, so long as no Event of Default has occurred and is continuing, any remaining cash collateral held by Agent pursuant to Section 2.3(g)(ii) shall be released to Borrowers). The operation of this Section 2.3(g) shall not be construed to increase or otherwise affect the Commitment of any Lender, to relieve or excuse the performance by such Defaulting Lender or any other Lender of its duties and obligations hereunder, or to relieve or excuse the performance by any Borrower of its duties and obligations hereunder to Agent, Issuing Bank, or to the Lenders other than such Defaulting Lender. Any failure by a Defaulting Lender to fund amounts that it was obligated to fund hereunder shall constitute a material breach by such Defaulting Lender of this Agreement and shall entitle Borrowers, at their option, upon written notice to Agent, to arrange for a substitute Lender to assume any Commitment of such Defaulting Lender, such substitute Lender to be reasonably acceptable to Agent. In connection with the arrangement of such a substitute Lender, the

Defaulting Lender shall have no right to refuse to be replaced hereunder, and agrees to execute and deliver a completed form of Assignment and Acceptance in favor of the substitute Lender (and agrees that it shall be deemed to have executed and delivered such document if it fails to do so) subject only to being paid its share of the outstanding Obligations (other than Bank Product Obligations, but including (1) all interest, fees, and other amounts that may be due and payable in respect thereof, and (2) an assumption of its Pro Rata Share of its participation in the Letters of Credit); provided, that any such assumption of such Commitment of such Defaulting Lender shall not be deemed to constitute a waiver of any of the Lender Groups' or Borrowers' rights or remedies against any such Defaulting Lender arising out of or in relation to such failure to fund. In the event of a direct conflict between the priority provisions of this Section 2.3(g) and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.3(g) shall control and govern.

(h) **Independent Obligations.** All Loans (other than Protective Advances) shall be made by the Lenders contemporaneously and in accordance with their Pro Rata Shares. It is understood that (i) no Lender shall be responsible for any failure by any other Lender to perform its obligation to make any Loan (or other extension of credit) hereunder, nor shall any Commitment of any Lender be increased or decreased as a result of any failure by any other Lender to perform its obligations hereunder, and (ii) no failure by any Lender to perform its obligations hereunder shall excuse any other Lender from its obligations hereunder.

2.4. **Payments; Reductions of Commitments; Prepayments.**

(a) **Payments by Borrowers.**

(i) Except as otherwise expressly provided herein, all payments by Borrowers shall be made to Agent's Account for the account of the Lender Group and shall be made in immediately available funds, no later than 12:00 p.m. on the date specified herein. Any payment received by Agent later than 12:00 p.m. shall be deemed to have been received (unless Agent, in its sole discretion, elects to credit it on the date received) on the following Business Day and any applicable interest or fee shall continue to accrue until such following Business Day; but solely for the purpose of determining whether or not an Event of Default under Section 8.1(a) has occurred, any payment received by Agent after 12:00 p.m. but prior to 5:00 p.m. shall be deemed received on the date received.

(ii) Unless Agent receives notice from Administrative Borrower prior to the date on which any payment is due to the Lenders that Borrowers will not make such payment in full as and when required, Agent may assume that Borrowers have made (or will make) such payment in full to Agent on such date in immediately available funds and Agent may (but shall not be so required), in reliance upon such assumption, distribute to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent Borrowers do not make such payment in full to Agent on the date when due, each Lender severally shall repay to Agent on demand such amount distributed to such Lender, together with interest thereon at the Defaulting Lender Rate for each day from the date such amount is distributed to such Lender until the date repaid.

(iii) The Loans and the other Obligations (unless such other Obligations expressly provide otherwise) shall be made and repaid in Dollars.

(b) Apportionment and Application.

(i) So long as no Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, all principal and interest payments and all collections in respect of the Obligations and all proceeds of the Collateral, in each instance, received by Agent or any Lender shall be apportioned ratably among the Lenders (according to the unpaid principal balance of the Obligations to which such payments relate held by each Lender) and all payments of fees and expenses received by Agent (other than fees or expenses that are for Agent's separate account or for the separate account of an Issuing Bank) shall be apportioned ratably among the Lenders having a Pro Rata Share of the type of Commitment or Obligation to which a particular fee or expense relates.

(ii) Subject to Section 2.4(b)(v), Section 2.4(d)(ii), and Section 2.4(e), all payments in respect of Obligations to be made hereunder by Borrowers shall be remitted to Agent and all such payments, and all proceeds of Collateral securing Obligations received by Agent, shall be applied, so long as no Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, to reduce the balance of the Term Loans outstanding, and thereafter, to Borrowers (to be wired to the Designated Account) or such other Person entitled thereto under applicable law.

(iii) At any time that an Application Event has occurred and is continuing and except as otherwise provided herein with respect to Defaulting Lenders, all payments and collections in respect of the Obligations, and all proceeds of Collateral, in each instance, received by Agent or any Lender shall be remitted to Agent and shall be applied as follows:

(A) first, to pay Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to Agent under the Loan Documents in respect of Obligations, until paid in full,

(B) second, to pay any fees or premiums then due to Agent under the Loan Documents in respect of Obligations, until paid in full,

(C) third, to pay interest due in respect of all Protective Advances until paid in full,

(D) fourth, to pay the principal of all Protective Advances until paid in full,

(E) fifth, ratably, to pay any Lender Group Expenses (including cost or expense reimbursements) or indemnities then due to any of the Lenders under the Loan Documents in respect of Obligations, until paid in full,

(F) sixth, ratably, to pay any fees or premiums then due to any of the Lenders under the Loan Documents in respect of Obligations until paid in full,

(G) seventh, ratably, to pay interest accrued in respect of the Term Loans until paid in full,

(H) eighth, ratably to pay the outstanding principal balance of the Term Loans (in the inverse order of the maturity of the installments due thereunder, if any) until the Term Loans are paid in full,

(I) ninth, ratably to pay any other Obligations other than Obligations owed to Defaulting Lenders (including being paid, ratably, to the Bank Product Providers on account of all amounts then due and payable in respect of Bank Product Obligations, with any balance to be paid to Agent, to be held by Agent, for the ratable benefit of the Bank Product Providers, as cash collateral (which cash collateral may be released by Agent to the applicable Bank Product Provider and applied by such Bank Product Provider to the payment or reimbursement of any amounts due and payable with respect to Bank Product Obligations owed to the applicable Bank Product Provider as and when such amounts first become due and payable and, if and at such time as all such Bank Product Obligations are paid or otherwise satisfied in full, the cash collateral held by Agent in respect of such Bank Product Obligations shall be reapplied pursuant to this Section 2.4(b)(iii)), beginning with tier (A) hereof,

(J) tenth, ratably, to pay any Obligations owed to Defaulting Lender, and

(K) eleventh, to Borrowers (to be wired to the Designated Account) or such other Person entitled thereto under applicable law.

(iv) Agent promptly shall distribute to each Lender, pursuant to the applicable wire instructions received from each Lender in writing, such funds as it may be entitled to receive.

(v) So long as no Application Event has occurred and is continuing, Section 2.4(b)(ii) shall not apply to any payment made by any Borrower to Agent and specified by such Borrower to be for the payment of specific Obligations then due and payable (or prepayable) under any provision of this Agreement or any other Loan Document.

(vi) For purposes of Section 2.4(b)(iii), “paid in full” of a type of Obligation means payment in cash or immediately available funds of all amounts owing on account of such type of Obligation, including interest accrued after the commencement of any Insolvency Proceeding, default interest, interest on interest, and expense reimbursements, irrespective of whether any of the foregoing would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(vii) In the event of a direct conflict between the priority provisions of this Section 2.4 and any other provision contained in this Agreement or any other Loan Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, if the conflict relates to the provisions of Section 2.3(g) and this Section 2.4, then the provisions of Section 2.3(g) shall control and govern, and if otherwise, then the terms and provisions of this Section 2.4 shall control and govern.

(c) **Reduction of Commitments.** Any and all commitments to make extensions of credit hereunder shall reduce to zero on the Restatement Date.

(d) **Optional Prepayments.**

(i) **[Reserved].**

(ii) **Term Loans.** Borrowers may, upon at least 1 Business Day’s prior written notice to Agent, prepay the principal of the Term Loans, in whole or in part; provided that any prepayment notice may be conditional. Each prepayment made pursuant to this Section 2.4(d)(ii) shall be accompanied by the payment of accrued interest to the date of such payment on the amount prepaid and

any amounts required pursuant to Section 2.12. Each such prepayment shall be applied to the Term Loans, and each such prepayment of a Term Loan shall be applied against the remaining installments of principal due on such Term Loan, if any, as directed by the Borrower.

(e) **Mandatory Prepayments.**

(i) **[Reserved].**

(ii) **Dispositions.** Within 5 Business Days of the date of receipt by Holdings or any of its Subsidiaries of the Net Cash Proceeds of any voluntary or involuntary sale or disposition by Holdings or any of its Subsidiaries of assets (including insurance proceeds) and all proceeds from casualty losses or condemnations and all proceeds of business interruption insurance, in the case of business interruption insurance solely to the extent in an aggregate amount in excess of \$7,000,000 since the Restatement Date, but excluding proceeds from sales or dispositions which qualify as Permitted Dispositions under clauses (a), (b), (c), (d), (e), (f), (i), (j), (k), (l), (m), or (n) of the definition of Permitted Dispositions and excluding proceeds of business interruption insurance in an aggregate amount less than or equal to \$7,000,000 in the aggregate since the Restatement Date), Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(f)(ii) or Section 2.4(f)(iii), as applicable, in an amount equal to 100% of such Net Cash Proceeds received by such Person in connection with such sales or dispositions; provided, an amount equal to such Net Cash Proceeds may be reinvested into assets that are used or useful to the business of Holdings and its Subsidiaries and such amount shall not be required to be used to prepay the Loans so long as (A) no Default or Event of Default shall have occurred and is continuing or would result therefrom, (B) Administrative Borrower shall have given Agent prior written notice of Borrowers' intention to apply an amount equal to such Net Cash Proceeds to assets that are to be used or useful to the business of Holdings and its Subsidiaries, and (C) Holdings or its Subsidiaries, as applicable, complete such replacement, purchase, or construction within 270 days after the initial receipt of such monies, then such Borrower or such Subsidiary whose assets were the subject of such disposition shall have the option to apply such monies to the costs of replacement of the assets that are the subject of such sale or disposition or the costs of purchase or construction of other assets used or useful in the business of the Loan Parties unless and to the extent that such applicable period shall have expired without such replacement, purchase, or construction being made or completed, in which case, any amounts shall be paid to Agent and applied in accordance with Section 2.4(f)(ii) or Section 2.4(f)(iii), as applicable. Nothing contained in this Section 2.4(e)(ii) shall permit Holdings or any of its Subsidiaries to sell or otherwise dispose of any assets other than in accordance with Section 6.4.

(iii) **Extraordinary Receipts.** Within 2 Business Days of the date of receipt by Holdings or any of its Subsidiaries of any Extraordinary Receipts, Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(f)(ii) or Section 2.4(f)(iii), as applicable, in an amount equal to 100% of the Net Cash Proceeds of such Extraordinary Receipts.

(iv) **Indebtedness.** Within 1 Business Day of the date of incurrence by Holdings or any of its Subsidiaries of any Indebtedness (other than Permitted Indebtedness), Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(f)(ii) or Section 2.4(f)(iii), as applicable, in an amount equal to 100% of the Net Cash Proceeds received by such Person in connection with such incurrence. The provisions of this Section 2.4(e)(iv) shall not be deemed to be implied consent to any such incurrence otherwise prohibited by the terms of this Agreement.

(v) **[Reserved].**

(vi) **[Reserved].**

(vii) [Reserved].

(viii) **Dispositions/Extraordinary Receipts of Foreign Subsidiaries.** Notwithstanding the other provisions of this Section 2.4(e), to the extent that the Borrowers in consultation with Agent have determined that any distribution, repatriation or other transfer of any of or all the Net Cash Proceeds of any disposition or Extraordinary Receipt received by a Foreign Subsidiary giving rise to a prepayment obligation pursuant to Section 2.4(e)(ii) or (iii) would have a material adverse Tax cost consequence for any Loan Party or any of their Subsidiaries (including due to a deemed dividend pursuant to Section 956 of the IRC or the imposition of any withholding) (taking into account any foreign Tax credit or benefit received in connection with such distribution, repatriation or transfer) (the Borrowers hereby agree to use and to cause the applicable Subsidiary to use commercially reasonable efforts (as determined in the Borrowers' reasonable business judgment) to overcome or eliminate such material adverse Tax consequences)), then the Net Cash Proceeds so affected will not be required to be applied by Borrowers in accordance with Section 2.4(e)(ii) or (iii) and may be retained by the applicable Subsidiary until such time as such material Tax cost consequence would not arise (as determined by the Borrowers in consultation with Agent); provided that, notwithstanding the foregoing, if the applicable Foreign Subsidiary is a Borrower, it shall be obligated to make the payment required to be made pursuant to the provisions of this Section 2.4(e). If at any time such restrictions described in this clause (viii) are removed, such Net Cash Proceeds or Extraordinary Receipts, as applicable, shall (within three (3) Business Days of such occurrence) be applied in prepayment in accordance with this Section 2.4(e).

(f) **Application of Payments.**

(i) [Reserved].

(ii) Each prepayment pursuant to (A) Section 2.4(e)(ii) as a result of a sale or disposition by a Loan Party or its Subsidiaries, or (B) Section 2.4(e)(iii) as a result of receipt of Extraordinary Receipts, or (C) Section 2.4(e)(iv) as a result of an incurrence of Indebtedness by a Loan Party or its Subsidiaries, shall (1) so long as no Application Event shall have occurred and be continuing, be applied ratably to the outstanding principal amount of the Term Loans until paid in full, and (2) if an Application Event shall have occurred and be continuing, be applied in the manner set forth in Section 2.4(b)(iii). Each such prepayment of a Term Loan shall be applied against the remaining installments of principal of such Term Loan, if any, on a *pro rata* basis (for the avoidance of doubt, any amount that is due and payable on the Maturity Date shall constitute an installment).

(iii) [Reserved].

(iv) [Reserved].

(v) The Borrowers shall notify the Agent in writing of any mandatory prepayment of Loans required to be made by the Borrowers pursuant to Section 2.4(e)(ii) through (vii) by 1:00 p.m. at least two (2) Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the aggregate amount of such prepayment to be made by the Borrowers. The Agent will promptly notify each relevant Lender of the contents of such prepayment notice and of such Lender's pro rata share of the prepayment. With respect to any such mandatory prepayment required pursuant to Sections 2.4(e)(ii) or (iii) hereunder, any relevant Lender, at its option, to the extent that any Loans are then outstanding, may elect not to accept all or a portion of such prepayment (the "Declined Amounts"). Any Lender declining such prepayment (a "Declining Lender") shall give written notice ("Rejection Notice") to the Agent by 11:00 a.m. on the Business Day immediately preceding the prepayment date. Each Rejection Notice from a given Lender

shall specify the principal amount of the mandatory repayment of Loans to be rejected by such Lender. If a Lender fails to deliver a Rejection Notice to the Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory prepayment of the Loans. On the prepayment date, an amount equal to that portion of the prepayment amount accepted by the Lenders other than the Declining Lenders (such Lenders being the “Accepting Lenders”) to prepay Loans owing to such Accepting Lenders shall be paid by Borrowers and applied ratably to prepay the Loans owing to such Accepting Lenders in the manner described in Section 2.4(f) for such prepayment. Any Declined Amounts may be retained by the Borrowers and added to the Available Amount or otherwise used for purposes not prohibited under this Agreement (the “Retained Declined Amounts”).

2.5. **Promise to Pay; Promissory Notes.**

(a) Borrowers agree to pay the Lender Group Expenses on the earlier of (i) the first day of the month following the date on which the Lender Group Expenses were first incurred or (ii) the date on which demand therefor is made by Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to a Loan Account pursuant to the provisions of Section 2.6(e) shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (ii)). Borrowers promise to pay all of the Obligations (including principal, interest, premiums, if any, fees, costs, and expenses (including Lender Group Expenses)) in full on the Maturity Date or, if earlier, on the date on which the Obligations (other than the Bank Product Obligations) become due and payable pursuant to the terms of this Agreement. Borrowers agree that their obligations contained in the first sentence of this Section 2.5(a) shall survive payment or satisfaction in full of all other Obligations.

(b) Any Lender may request that any portion of its Commitments or the Loans made by it be evidenced by one or more promissory notes. In such event, Borrowers shall execute and deliver to such Lender the requested promissory notes payable to such Lender or its Affiliates or permitted assigns in a form furnished by Agent and reasonably satisfactory to each such Borrower. Thereafter, the portion of the Commitments and Loans evidenced by such promissory notes and interest thereon shall at all times be represented by one or more promissory notes in such form payable to the payee named therein or its Affiliates or permitted assigns.

2.6. **Interest Rates and Letter of Credit Fee: Rates, Payments, and Calculations.**

(a) **Interest Rates.** Except as provided in Section 2.6(c), all Loans, and all Obligations that have been charged to the Loan Account pursuant to the terms hereof, shall bear interest as follows:

(i) if the relevant Obligation is a SOFR Loan, at a *per annum* rate equal to the Term SOFR plus the Term SOFR Margin, and

(ii) otherwise, at a *per annum* rate equal to the Base Rate plus the Base Rate Margin.

(b) **[Reserved].**

(c) **Default Rate.**

(i) (x) Automatically upon the occurrence and during the continuation of an Event of Default under Section 8.1, 8.4 or 8.5 and (y) upon the occurrence and during the continuation of

any other Specified Event of Default (other than an Event of Default under Section 8.1, 8.4 or 8.5), at the written direction of Agent or the Required Lenders, and

(ii) all Loans, and all Obligations that have been charged to the Loan Account pursuant to the terms hereof, shall bear interest at a *per annum* rate equal to 2 percentage points above the *per annum* rate otherwise applicable thereunder.

(d) **[Reserved]**.

(e) **Payment.** Except to the extent provided to the contrary in Section 2.10, Section 2.11(k), or Section 2.12(a), (i) all interest and all other fees payable hereunder or under any of the other Loan Documents shall be due and payable, in arrears, on the first Business Day of each month, (ii) [reserved], and (iii) all costs and expenses payable hereunder or under any of the other Loan Documents, and all Lender Group Expenses shall be due and payable on the earlier of (x) the first day of the month following the date on which the applicable costs, expenses, or Lender Group Expenses were first incurred or (y) the date on which demand therefor is made by Agent (it being acknowledged and agreed that any charging of such costs, expenses or Lender Group Expenses to the applicable Loan Account pursuant to the provisions of the following sentence shall be deemed to constitute a demand for payment thereof for the purposes of this subclause (y)). Borrowers hereby authorize Agent, from time to time without prior notice to Borrowers, to charge to a Loan Account (A) (y) on the first Business Day of each month, all interest accrued during the prior month on the Revolving Loans or the Term Loans hereunder and (z) on the date due pursuant to Section 2.12(a), all interest accrued in respect of SOFR Loans, (B) as and when incurred or accrued, all fees and costs provided for in Section 2.10(a) or (c), (C) as and when due and payable, all other fees payable hereunder or under any of the other Loan Documents and amortization payments, if any, of the Term Loans payable under this Agreement, (D) as and when incurred or accrued, all other Lender Group Expenses, and (E) as and when due and payable all other payment obligations payable under any Loan Document or any Bank Product Agreement (including any amounts due and payable to the Bank Product Providers in respect of Bank Products). All amounts (including interest, fees, costs, expenses, Lender Group Expenses, or other amounts payable hereunder or under any other Loan Document or under any Bank Product Agreement) charged to a Loan Account shall thereupon constitute Obligations hereunder of such Borrowers, and shall initially accrue interest at the rate then applicable to Base Rate Loans (unless and until converted into SOFR Loans in accordance with the terms of this Agreement).

(f) **Computation.** All interest and fees chargeable under the Loan Documents shall be computed on the basis of a 360 day year, in each case, for the actual number of days elapsed in the period during which the interest or fees accrue. In the event the Base Rate is changed from time to time hereafter, the rates of interest hereunder based upon the Base Rate automatically and immediately shall be increased or decreased by an amount equal to such change in the Base Rate.

(g) **[Reserved]**.

(h) **Intent to Limit Charges to Maximum Lawful Rate.** In no event shall the interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. Borrowers and the Lender Group, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, that, anything contained herein to the contrary notwithstanding, if such rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, *ipso facto*, as of the date of this Agreement, Borrowers are and shall be liable only for the payment of such maximum amount as is allowed

by law, and payment received from Borrowers in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Obligations to the extent of such excess.

2.7. **Crediting Payments.** The receipt of any payment item by Agent shall not be required to be considered a payment on account unless such payment item is a wire transfer of immediately available federal funds made to Agent's Account or unless and until such payment item is honored when presented for payment. Should any payment item not be honored when presented for payment, then Borrowers shall be deemed not to have made such payment and interest shall be calculated accordingly. Anything to the contrary contained herein notwithstanding, any payment item shall be deemed received by Agent only if it is received into Agent's Account on a Business Day on or before 1:30 p.m. If any payment item is received into Agent's Account on a non-Business Day or after 1:30 p.m. on a Business Day (unless Agent, in its sole discretion, elects to credit it on the date received), it shall be deemed to have been received by Agent as of the opening of business on the immediately following Business Day.

2.8. **Designated Accounts.** Agent is authorized to make the Loans under this Agreement based upon telephonic or other instructions received from anyone purporting to be an Authorized Person or, without instructions, if pursuant to Section 2.6(e). Borrowers agree to establish and maintain the Designated Account with the Designated Account Bank for the purpose of receiving the proceeds of the Loans requested by Borrowers and made by Agent or the Lenders hereunder. Unless otherwise agreed by Agent and Borrowers, any Loan requested by Borrowers and made by Agent or the Lenders hereunder shall be made to the Designated Account.

2.9. **Maintenance of Loan Account; Statements of Obligations.** Agent shall maintain an account on its books in the name of Borrowers (the "Loan Account") on which Borrowers will be charged with the Loans (including Protective Advances) made by Agent or the Lenders to Borrowers or for Borrowers' account, including, accrued interest, fees and expenses, and Lender Group Expenses. In accordance with Section 2.7, the Loan Account will be credited with all payments received by Agent from Borrowers or for Borrowers' account. Agent shall make available to Borrowers monthly statements regarding the Loan Accounts, including the principal amount of the Loans, interest accrued hereunder, fees accrued or charged hereunder or under the other Loan Documents, and an itemization of all charges and expenses constituting Lender Group Expenses accrued hereunder or under the other Loan Documents, and each such statement, absent manifest error, shall be conclusively presumed to be correct and accurate and constitute an account stated between Borrowers and the Lender Group unless, within 60 days after Agent first makes such a statement available to Borrowers, Administrative Borrower shall deliver to Agent written objection thereto describing the error or errors contained in such statement.

2.10. **Fees.**

(a) **Agent Fees.** Borrowers shall pay to Agent or the applicable Lenders, as and when due and payable under the terms of the Fee Letter, the fees set forth in the Fee Letter.

(b) **[Reserved].**

(c) **[Reserved].**

(d) **[Reserved].**

2.11. [Reserved].

2.12. **SOFR Rate Option.**

(a) **Interest and Interest Payment Dates.** In lieu of having interest charged at the rate based upon the Base Rate, Borrowers shall have the option, subject to Section 2.12(b) below (the “SOFR Rate Option”) to have interest on all or a portion of the Loans be charged (whether at the time when made (unless otherwise provided herein), upon conversion from a Base Rate Loan to a SOFR Loan, or upon continuation of a SOFR Loan as a SOFR Loan) at a rate of interest based upon Term SOFR; provided, that notwithstanding any provision of this Agreement to the contrary, Borrowers may not request (A) any conversion of a SOFR Loan to a Base Rate Loan, or (B) any Borrowing of any Loan that is not a SOFR Loan (and Lenders will not be required to fund any such Loan), unless, subject to and as more particularly described in this Section 2.12, the Term SOFR is unavailable (including by reason of Agent’s delivery of a notice to Administrative Borrower after the occurrence and during the continuance of an Event of Default as provided for in Section 2.12(b)(i)) or unlawful. Interest on SOFR Loans shall be payable on the earliest of (i) the last day of the Interest Period applicable thereto; provided, that subject to the following clauses (ii) and (iii), in the case of any Interest Period greater than three months in duration, interest shall be payable at three month intervals after the commencement of the applicable Interest Period and on the last day of such Interest Period), (ii) the date on which all or any portion of the Obligations are accelerated pursuant to the terms hereof, or (iii) the date on which this Agreement is terminated pursuant to the terms hereof. On the last day of each applicable Interest Period, unless Administrative Borrower properly has exercised the SOFR Rate Option with respect thereto, the interest rate applicable to such SOFR Loan automatically shall convert to the rate of interest then applicable to SOFR Loans with an Interest Period of one (1) month. At any time that an Event of Default has occurred and is continuing, at the written election of the Required Lenders, Borrowers no longer shall have the option to request that any Loan bear interest at a rate based upon the Term SOFR Rate.

(b) **Term SOFR Election.**

(i) Borrowers may, at any time and from time to time, so long as Administrative Borrower has not received a notice from Agent (which notice Agent may elect to give or not give in its discretion unless Agent is directed to give such notice by the Required Lenders, in which case, it shall give the notice to Administrative Borrower), after the occurrence and during the continuance of an Event of Default, to terminate the right of Borrowers to exercise the SOFR Rate Option during the continuance of such Event of Default, elect to exercise the SOFR Rate Option by notifying Agent prior to 11:00 a.m. at least 3 Business Days prior to the commencement of the proposed Interest Period (the “SOFR Rate Deadline”). Notice of Borrowers’ election of the SOFR Rate Option for a permitted portion of the Loans and an Interest Period pursuant to this Section shall be made by delivery to Agent of a SOFR Rate Notice received by Agent before the SOFR Rate Deadline. Promptly upon its receipt of each such SOFR Rate Notice, Agent shall provide a copy thereof to each of the affected Lenders.

(ii) Each SOFR Rate Notice shall be irrevocable and binding on Borrowers. In connection with each SOFR Loan, each Borrower shall indemnify, defend, and hold Agent and the Lenders harmless against any loss, cost, or expense actually incurred by Agent or any Lender as a result of (A) the payment or required assignment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (B) the conversion of any SOFR Loan other than on the last day of the Interest Period applicable thereto, or (C) the failure to borrow, convert, or prepay any SOFR Loan on the date specified in any SOFR Rate Notice delivered pursuant hereto (such losses, costs, or expenses, “Funding Losses”). A certificate of Agent or a Lender delivered to Administrative Borrower setting forth in reasonable detail any amount or amounts that Agent

or such Lender, as applicable, is entitled to receive pursuant to this Section 2.12 shall be conclusive absent manifest error. Borrowers shall pay such amount to Agent or the Lender, as applicable, within 30 days of the date of its receipt of such certificate. If a payment of a SOFR Loan on a day other than the last day of the applicable Interest Period would result in a Funding Loss, Agent may, in its sole discretion at the request of Borrowers, hold the amount of such payment as cash collateral in support of the Obligations until the last day of such Interest Period and apply such amounts to the payment of the applicable SOFR Loan on such last day, it being agreed that Agent has no obligation to so defer the application of payments to any SOFR Loan and that, in the event that Agent does not defer such application, Borrowers shall be obligated to pay any resulting Funding Losses.

(iii) Unless Agent, in its sole discretion, agrees otherwise, Borrowers shall have not more than 5 SOFR Loans in effect at any given time. Borrowers may only exercise the SOFR Rate Option for proposed SOFR Loans of at least \$50,000.

(c) **Conversion.** Borrowers may convert SOFR Loans to Base Rate Loans or prepay SOFR Loans at any time; provided, that in the event that SOFR Loans are converted or prepaid on any date that is not the last day of the Interest Period applicable thereto, including as a result of any prepayment through the required application by Agent of any payments or proceeds of Collateral in accordance with Section 2.4(b) or for any other reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, each Borrower shall indemnify, defend, and hold Agent and the Lenders and their Participants harmless against any and all Funding Losses in accordance with Section 2.12(b)(ii).

(d) **Special Provisions Applicable to Term SOFR.**

(i) The applicable Term SOFR may be adjusted by Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs to such Lender of maintaining or obtaining any eurodollar deposits or increased costs, in each case, due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, including any Changes in Law) and changes in the reserve requirements imposed by the Board of Governors, which additional or increased costs would increase the cost of funding or maintaining loans bearing interest at the Term SOFR. In any such event, the affected Lender shall give Borrowers and Agent notice of such a determination and adjustment, and Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, Borrowers may, by notice to such affected Lender (A) require such Lender to furnish to Borrowers a statement setting forth in reasonable detail the basis for adjusting such Term SOFR and the method for determining the amount of such adjustment, or (B) repay the SOFR Loans of such Lender with respect to which such adjustment is made (together with any amounts due under Section 2.12(b)(ii)).

(ii) In the event that any change in market conditions or any Change in Law shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain SOFR Loans or to continue such funding or maintaining, or to determine or charge interest rates at Term SOFR, such Lender shall give notice of such changed circumstances to Agent and Borrowers and Agent promptly shall transmit the notice to each other Lender and (y) in the case of any SOFR Loans of such Lender that are outstanding, the date specified in such Lender's notice shall be deemed to be the last day of the Interest Period of such SOFR Loans, and interest upon the SOFR Loans of such Lender thereafter shall accrue interest at the rate then applicable to Base Rate Loans, and (z) Borrowers shall not be entitled to elect the SOFR Rate Option until such Lender determines that it would no longer be unlawful or impractical to do so.

2.13. **Capital Requirements**

(a) If, after the date hereof, any Issuing Bank or any Lender determines that (i) any Change in Law regarding capital or reserve requirements for banks or bank holding companies, or (ii) compliance by such Issuing Bank or such Lender, or their respective parent bank holding companies, with any guideline, request or directive of any Governmental Authority regarding capital adequacy (whether or not having the force of law), has the effect of reducing the return on such Issuing Bank's, such Lender's, or such holding companies' capital as a consequence of such Issuing Bank's or such Lender's commitments hereunder to a level below that which such Issuing Bank, such Lender, or such holding companies could have achieved but for such Change in Law or compliance (taking into consideration such Issuing Bank's, such Lender's, or such holding companies' then existing policies with respect to capital adequacy and assuming the full utilization of such entity's capital) by any amount deemed by such Issuing Bank or such Lender to be material, then such Issuing Bank or such Lender may notify Borrowers and Agent thereof. Following receipt of such notice, Borrowers agree to pay any Issuing Bank or such Lender on demand the amount of such reduction of return of capital as and when such reduction is determined, payable within 30 days after presentation by such Issuing Bank or such Lender of a statement in the amount and setting forth in reasonable detail such Issuing Bank's or such Lender's calculation thereof and the assumptions upon which such calculation was based (which statement shall be deemed true and correct absent manifest error). In determining such amount, such Issuing Bank or such Lender may use any reasonable averaging and attribution methods. Failure or delay on the part of any Issuing Bank or any Lender to demand compensation pursuant to this Section shall not constitute a waiver of any Issuing Bank's or such Lender's right to demand such compensation; provided that Borrowers shall not be required to compensate any Issuing Bank or a Lender pursuant to this Section for any reductions in return incurred more than 180 days prior to the date that such Issuing Bank or such Lender notifies Borrowers of such Change in Law giving rise to such reductions and of such Lender's intention to claim compensation therefor; provided further that if such claim arises by reason of the Change in Law that is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(b) If any Issuing Bank or any Lender requests additional or increased costs referred to in Section 2.11(l) or Section 2.12(d)(i) or amounts under Section 2.13(a) or sends a notice under Section 2.12(d)(ii) relative to changed circumstances (such Issuing Bank or such Lender, an "Affected Lender"), then such Affected Lender shall use reasonable efforts to promptly designate a different one of its lending offices or to assign its rights and obligations hereunder to another of its offices or branches, if (i) in the reasonable judgment of such Affected Lender, such designation or assignment would eliminate or reduce amounts payable pursuant to Section 2.11(l), Section 2.12(d)(i) or Section 2.13(a), as applicable, or would eliminate the illegality or impracticality of funding or maintaining SOFR Loans and (ii) in the reasonable judgment of such Affected Lender, such designation or assignment would not subject it to any material unreimbursed cost or expense and would not otherwise be materially disadvantageous to it. Borrowers agree to pay all reasonable out-of-pocket costs and expenses incurred by such Affected Lender in connection with any such designation or assignment. If, after such reasonable efforts, such Affected Lender does not so designate a different one of its lending offices or assign its rights to another of its offices or branches so as to eliminate Borrowers' obligation to pay any future amounts to such Affected Lender pursuant to Section 2.11(l), Section 2.12(d)(i) or Section 2.13(a), as applicable, or to enable Borrowers to obtain SOFR Loans, then Borrowers (without prejudice to any amounts then due to such Affected Lender under Section 2.11(l), Section 2.12(d)(i) or Section 2.13(a), as applicable) may, unless prior to the effective date of any such assignment the Affected Lender withdraws its request for such additional amounts under Section 2.11(l), Section 2.12(d)(i) or Section 2.13(a), as applicable, or indicates that it is no longer unlawful or impractical to fund or maintain SOFR Loans, may designate a different Issuing Bank or substitute a Lender, in each case, reasonably acceptable to Agent to purchase the Obligations owed to such Affected Lender and such Affected Lender's commitments hereunder (a "Replacement Lender"), and if such Replacement Lender agrees to such purchase, such Affected Lender shall assign to the Replacement Lender

its Obligations and commitments, and upon such purchase by the Replacement Lender, which such Replacement Lender shall be deemed to be “Issuing Bank” or a “Lender” (as the case may be) for purposes of this Agreement and such Affected Lender shall cease to be “Issuing Bank” or a “Lender” (as the case may be) for purposes of this Agreement.

(c) Notwithstanding anything herein to the contrary, the protection of Sections 2.11(l), 2.12(d) and 2.13 shall be available to Issuing Bank and each Lender (as applicable) regardless of any possible contention of the invalidity or inapplicability of the law, rule, regulation, judicial ruling, judgment, guideline, treaty or other change or condition which shall have occurred or been imposed, so long as it shall be customary for issuing banks or lenders affected thereby to comply therewith. Notwithstanding any other provision herein, neither Issuing Bank nor any Lender shall demand compensation pursuant to this Section 2.13 if it shall not at the time be the general policy or practice of Issuing Bank or such Lender (as the case may be) to demand such compensation in similar circumstances under comparable provisions of other credit agreements, if any.

2.14. Joint and Several Liability of Borrowers.

(a) Each Borrower is accepting joint and several liability hereunder and under the other Loan Documents executed by Borrowers in consideration of the financial accommodations to be provided by the Lender Group under this Agreement, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrowers hereunder.

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including any Obligations arising under this Section 2.14), it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them.

(c) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event the other Borrowers will make such payment with respect to, or perform, such Obligation until such time as all of the Obligations are paid in full.

(d) The Obligations of each Borrower under the provisions of this Section 2.14 constitute the absolute and unconditional, full recourse Obligations of each Borrower enforceable against each Borrower to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of the provisions of this Agreement (other than this Section 2.14(d)) or any other circumstances whatsoever.

(e) Except as otherwise expressly provided in this Agreement, each Borrower hereby waives notice of acceptance of its joint and several liability, notice of any Loans, notice of the occurrence of any Default, Event of Default, or of any demand for any payment under this Agreement, notice of any action at any time taken or omitted by Agent or Lenders under or in respect of any of the Obligations, any requirement of diligence or to mitigate damages and, generally, to the extent permitted by applicable law, all demands, notices and other formalities of every kind in connection with this Agreement (except as otherwise provided in this Agreement). Each Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Obligations, the acceptance of any payment of any of the Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by Agent or Lenders at any time or times in respect of any default by any Borrower in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by Agent or Lenders in respect of any of the

Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Obligations or the addition, substitution or release, in whole or in part, of any Borrower. Without limiting the generality of the foregoing, each Borrower assents to any other action or delay in acting or failure to act on the part of Agent or any Lender with respect to the failure by any Borrower to comply with any of its respective Obligations, including, without limitation, any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with applicable laws or regulations thereunder, which might, but for the provisions of this Section 2.14 afford grounds for terminating, discharging or relieving any Borrower, in whole or in part, from any of its Obligations under this Section 2.14, it being the intention of each Borrower that, so long as any of the Obligations hereunder remain unsatisfied, the Obligations of each Borrower under this Section 2.14 shall not be discharged except by performance and then only to the extent of such performance. The Obligations of each Borrower under this Section 2.14 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any other Borrower or Agent or any Lender.

(f) Each Borrower represents and warrants to Agent and Lenders that such Borrower is currently informed of the financial condition of Borrowers and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Borrower further represents and warrants to Agent and Lenders that such Borrower has read and understands the terms and conditions of the Loan Documents. Each Borrower hereby covenants that such Borrower will continue to keep informed of Borrowers' financial condition and of all other circumstances which bear upon the risk of nonpayment or nonperformance of the Obligations.

(g) The provisions of this Section 2.14 are made for the benefit of Agent, each member of the Lender Group, each Bank Product Provider, and their respective successors and assigns, and may be enforced by it or them from time to time against any or all Borrowers as often as occasion therefor may arise and without requirement on the part of Agent, any member of the Lender Group, any Bank Product Provider, or any of their successors or assigns first to marshal any of its or their claims or to exercise any of its or their rights against any Borrower or to exhaust any remedies available to it or them against any Borrower or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 2.14 shall remain in effect until all of the Obligations shall have been paid in full or otherwise fully satisfied. If at any time, any payment, or any part thereof, made in respect of any of the Obligations, is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy, winding up, or reorganization of any Borrower, or otherwise, the provisions of this Section 2.14 will forthwith be reinstated in effect, as though such payment had not been made.

(h) Each Borrower hereby agrees that it will not enforce any of its rights of contribution or subrogation against any other Borrower with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to Agent or Lenders with respect to any of the Obligations or any collateral security therefor until such time as all of the Obligations have been paid in full in cash. Any claim which any Borrower may have against any other Borrower with respect to any payments to Agent or any member of the Lender Group hereunder or under any of the Bank Product Agreements are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations and, in the event of any insolvency, bankruptcy, receivership, winding up, liquidation, reorganization or other similar proceeding under the laws of any jurisdiction relating to any Borrower, its debts or its assets, whether voluntary or involuntary, all such Obligations shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to any other Borrower therefor.

(i) Each Borrower hereby agrees that after the occurrence and during the continuance of any Default or Event of Default, such Borrower will not demand, sue for or otherwise attempt to collect any indebtedness of any other Borrower owing to such Borrower until the Obligations shall have been paid in full in cash. If, notwithstanding the foregoing sentence, such Borrower shall collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by such Borrower as trustee for Agent, and such Borrower shall deliver any such amounts to Agent for application to the Obligations in accordance with Section 2.4(b).

2.15. Increased Costs; Special Provisions for SOFR Loans.

(a) Benchmark Replacement Setting.

(i) **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the Agent has posted such proposed amendment to all affected Lenders and the Borrower so long as the Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.15 will occur prior to the applicable Benchmark Transition Start Date.

(ii) **Benchmark Replacement Conforming Changes.** In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) **Notices; Standards for Decisions and Determinations.** The Agent will promptly notify the Administrative Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Agent will notify the Administrative Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.15 and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.15, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.15.

(iv) **Unavailability of Tenor of Benchmark.** Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Agent may modify the definition of "Interest Period" (or any similar or

analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(b) **Benchmark Unavailability Period.** Upon the Administrative Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Administrative Borrower may revoke any pending request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base Rate Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Base Rate.

2.16. **Term SOFR Conforming Changes.** In connection with the use or administration of Term SOFR, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

3. **CONDITIONS; TERM OF AGREEMENT.**

3.1. **Conditions Precedent to Certain Extensions of Credit.** The obligation of Agent and each Lender to amend and restate the Original Credit Agreement pursuant to this Agreement is subject to the fulfillment, to the satisfaction of Agent and each Lender, of each of the conditions precedent set forth as follows:

(a) a counterpart signature (whether the same or different counterparts) to this Agreement duly executed and delivered by each Loan Party and each Lender;

(b) the Seller Note Subordination Agreement, duly executed and delivered by the holder(s) of the Seller Note and Agent, and acknowledged by Parent and the Loan Parties;

(c) a joinder to the General Continuing Guaranty and the Parent Equity Pledge Agreement, duly executed and delivered by Parent and the Agent;

(d) Agent (or its legal counsel) shall have received an opinion of counsel of Parent and an opinion of counsel to the Loan Parties, in form and substance reasonably satisfactory to Agent.

(e) Agent shall have received fully executed versions of the Seller Note and the Rezolve Purchase Agreement, each of which shall be in form and substance satisfactory to Agent and in full force and effect.

(f) Agent shall have received evidence satisfactory to it that the Rezolve Change of Control has been consummated in all material respects in accordance with the Rezolve Purchase Agreement.

(g) The Loan Prepayment shall have occurred, and the Revolving Commitments shall be reduced to zero in accordance herewith.

(h) All reasonable out-of-pocket expenses (including the out-of-pocket expenses of outside counsel to the Agent) otherwise reimbursable under the Original Credit Agreement or this Agreement arising on or prior to the date hereof, shall have been paid or concurrently with the effectiveness of this Agreement, with the legal expenses of Agent being paid in accordance with the invoice delivered by Paul Hastings LLP to Parent and its counsel on November 30, 2025.

(i) The representations and warranties of Parent and Holdings and its Subsidiaries contained herein and in this Agreement and the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof, as though made on and as of the date hereof (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date).

(j) No Default or Event of Default shall have occurred and be continuing on the date hereof immediately after giving effect to the transactions contemplated by this Agreement.

3.2. **Conditions Precedent to all Extensions of Credit.** The obligation of the Lender Group (or any member thereof) to make any Loans hereunder (or to extend any other credit hereunder) at any time on or after the Restatement Date shall be subject to the following conditions precedent:

(a) the representations and warranties of the Loan Parties and their Subsidiaries contained in this Agreement or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of such extension of credit, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date); and

(b) no Default or Event of Default shall have occurred and be continuing on the date of such extension of credit, nor shall either result from the making thereof.

3.3. **Maturity.** This Agreement shall continue in full force and effect for a term ending on the Maturity Date.

3.4. **Effect of Maturity.** On the Maturity Date, all commitments of the Lender Group to provide additional credit hereunder shall automatically be terminated and all of the Obligations immediately shall become due and payable without notice or demand and Borrowers shall be required to repay all of the Obligations in full. No termination of the obligations of the Lender Group (other than payment in full of the Obligations and termination of the Commitments) shall relieve or discharge any Loan Party of its duties, obligations, or covenants hereunder or under any other Loan Document and Agent's Liens in the Collateral shall continue to secure the Obligations and shall remain in effect until all Obligations have been paid in full and the Commitments have been terminated. When all of the Obligations have been paid in full and the Lender Group's obligations to provide additional credit under the Loan Documents have been

terminated irrevocably, Agent will, at Borrowers' sole expense, execute and deliver any termination statements, lien releases, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release, as of record, Agent's Liens and all notices of security interests and liens previously filed by Agent.

3.5. **Early Termination by Borrowers.** Borrowers have the option, at any time upon 1 Business Day prior written notice to Agent, to terminate this Agreement and terminate the Commitments hereunder by repaying to Agent all of the Obligations in full. The foregoing notwithstanding, (a) Borrowers may rescind termination notices relative to proposed payments in full of the Obligations with the proceeds of third party Indebtedness if the closing for such issuance or incurrence does not happen on or before the date of the proposed termination (in which case, a new notice shall be required to be sent in connection with any subsequent termination), and (b) Borrowers may extend the date of termination at any time with the consent of Agent (which consent shall not be unreasonably withheld or delayed).

3.6. **Conditions Subsequent.** Each Loan Party covenants and agrees to deliver to Agent, on or before the date set forth below, each of the agreements and documents set forth below (the failure by each Loan Party to so timely perform or cause to be performed such covenants and agreements as and when required by the terms of this Section 3.6 (unless such date is extended, in writing by Agent which Agent may do without obtaining the consent of the other members of the Lender Group), shall constitute an Event of Default:

(a) on or before the date that is fifteen (15) Business Days after the Restatement Date, an English law share charge in respect of the Equity Interests issued by each UK Resolve Subsidiary owned by Parent in favor of Agent for the benefit of the Lender Group;

(b) on or before the date that is fifteen (15) Business Days after the Restatement Date, a customary capacity and enforceability legal opinion in respect of the English law share charge described in clause (a) above prepared by English law counsel to the Agent and Collateral Agent; and

(c) on or before the date that is fifteen (15) Business Days after the Restatement Date, a board resolution of each German Loan Party approving and authorizing this Agreement, a certificate from each German Loan Party (signed by an authorised signatory) certifying that such board resolution is correct, complete and (to the extent executed) in full force and effect and has not been amended, and specimen signatures for the person(s) authorised in the resolutions.

4. REPRESENTATIONS AND WARRANTIES.

In order to induce the Lender Group to enter into this Agreement, each of Holdings and each Borrower makes the following representations and warranties to the Lender Group which shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the Restatement Date, and shall be true, correct, and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof), as of the date of the making of each Loan (or other extension of credit) made thereafter, as though made on and as of the date of such Loan (or other extension of credit) (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true, correct, and complete in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement (it being understood that the following representations and warranties shall be deemed made with respect to any

Foreign Subsidiary only to the extent relevant under applicable law and subject to the Legal Reservations and Perfection Requirements):

4.1. Due Organization and Qualification; Subsidiaries.

(a) Each Loan Party (i) is duly organized and existing, (ii) is in good standing (to the extent such concept exists in the relevant jurisdiction) under the laws of the jurisdiction of its organization, (iii) is qualified to do business in any state or province where the failure to be so qualified could reasonably be expected to result in a Material Adverse Effect, (iv) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and (v) has all requisite power and authority to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby.

(b) Set forth on Schedule 4.1(b) (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement) is a complete and accurate description of the authorized Equity Interests of each Borrower, by class, and, as of the Restatement Date, a description of the number of shares of each such class that are issued and outstanding. Other than as set forth on Schedule 4.1(b), no Borrower is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Equity Interests or any security convertible into or exchangeable for any of its Equity Interests.

(c) Set forth on Schedule 4.1(c) (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under this Agreement), is a complete and accurate list of Borrowers' direct and indirect Subsidiaries, showing the number of shares of each class of common and preferred Equity Interests authorized for each of such Subsidiaries. All of the outstanding Equity Interests of each such Subsidiary has been validly issued and is fully paid and non-assessable.

(d) Except as set forth on Schedule 4.1(d), there are no subscriptions, options, warrants, or calls relating to any shares of Holdings' or any of its Subsidiaries' Equity Interests, including any right of conversion or exchange under any outstanding security or other instrument.

4.2. Due Authorization; No Conflict.

(a) As to each Loan Party, the execution, delivery, and performance by such Loan Party, as applicable, of the Loan Documents to which it is a party have been duly authorized by all necessary action on the part of such Loan Party, as applicable.

(b) As to each Loan Party, the execution, delivery, and performance by such Loan Party, as applicable, of the Loan Documents to which it is a party do not and will not (i) violate any material provision of federal, state, provincial or local law or regulation applicable to any Loan Party or its Subsidiaries, the Governing Documents of any Loan Party or its Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on any Loan Party or its Subsidiaries, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material agreement of any Loan Party or its Subsidiaries where any such conflict, breach or default could individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Loan Party, other than Permitted Liens, or (iv) require any approval of any holder of Equity Interests of a Loan Party or any approval or consent of any Person under any material agreement of any Loan Party, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of material agreements, for consents or approvals, the failure to obtain could not individually or in the aggregate reasonably be expected to cause a Material Adverse Effect.

4.3. **Governmental Consents**. The execution, delivery, and performance by each Loan Party of the Loan Documents to which such Loan Party, as applicable, is a party and the consummation of the transactions contemplated by the Loan Documents do not and will not require any registration with, consent, or approval of, or notice to, or other action with or by, any Governmental Authority, other than registrations, consents, approvals, notices, or other actions that have been obtained and that are still in force and effect and except for filings and recordings with respect to the Collateral to be made, or otherwise delivered to Agent for filing or recordation, as of the Restatement Date.

4.4. **Binding Obligations; Perfected Liens**.

(a) Each Loan Document has been duly executed and delivered by each Loan Party that is a party thereto and is the legally valid and binding obligation of such Loan Party, as applicable, enforceable against such Loan Party, as applicable, in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(b) Agent's Liens are validly created, perfected (other than (i) in respect of motor vehicles that are subject to a certificate of title, (ii) money, (iii) letter-of-credit rights (other than supporting obligations), (iv) commercial tort claims (other than those that, by the terms of the Guaranty and Security Agreement, are required to be perfected), (v) [reserved], and (vi) any Deposit Accounts and Securities Accounts not subject to a Control Agreement as permitted by Section 7(k)(iv) of the Guaranty and Security Agreement, and subject only to the filing of financing statements, the recordation of the Copyright Security Agreement, if any, and the recordation of the Mortgages, in each case, in the appropriate filing offices (but, with respect to Intellectual Property, only to the extent perfection can be achieved by the foregoing filings under applicable law)), and first priority Liens, subject only to Permitted Liens which are non-consensual Permitted Liens, permitted purchase money Liens, or the interests of lessors under Capital Leases.

4.5. **Title to Assets; No Encumbrances**. Each of the Loan Parties and its Subsidiaries has (a) good, sufficient and legal title to (in the case of fee interests in Real Property), (b) valid leasehold interests in (in the case of leasehold interests in real or personal property), and (c) good and marketable title to (in the case of all other personal property), all of their respective assets reflected in their most recent financial statements delivered pursuant to Section 5.1, in each case except for assets disposed of since the date of such financial statements to the extent permitted hereby. All of such assets are free and clear of Liens except for Permitted Liens.

4.6. **Litigation**.

(a) There are no actions, suits, grievances, or proceedings pending or, to the knowledge of any Borrower, after due inquiry, threatened in writing against a Loan Party or any of its Subsidiaries that either individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect.

(b) Schedule 4.6(b) sets forth a complete and accurate description, with respect to each of the actions, suits, or proceedings with asserted liabilities in excess of, or that could reasonably be expected to result in liabilities in excess of, \$150,000 that, as of the Restatement Date, is pending or, to the knowledge of any Borrower, after due inquiry, threatened against a Loan Party or any of its Subsidiaries, of (i) the parties to such actions, suits, or proceedings, (ii) the nature of the dispute that is the subject of such actions, suits, or proceedings, (iii) the procedural status, as of the Restatement Date, with respect to such actions, suits, or proceedings, and (iv) whether any liability of the Loan Parties' and their Subsidiaries in connection with such actions, suits, or proceedings is covered by insurance.

4.7. **Compliance with Laws**. No Loan Party or any of its Subsidiaries (a) is in violation of any applicable laws, rules, regulations, executive orders, or codes (including Environmental Laws and Employment Laws) that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect, or (b) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. This Section 4.7. shall not be interpreted or applied in respect of any German Loan Party to the extent that any such undertaking would violate or expose such entity or any directors, officer or employee thereof to any liability, under section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*), any provision of Council Regulation (EC) 2271/1996, as amended, or any similar applicable antiboycott or blocking law or regulation binding on the relevant German Loan Party.

4.8. **No Material Adverse Effect**. All historical financial statements relating to the Loan Parties and their Subsidiaries that have been delivered by Borrowers to Agent have been prepared in accordance with GAAP (except, in the case of unaudited financial statements, for the lack of footnotes and being subject to year-end audit adjustments) and present fairly in all material respects, the Loan Parties' and their Subsidiaries', as applicable, consolidated financial condition as of the date thereof and results of operations for the period then ended. Since December 31, 2024, no event, circumstance, or change has occurred that has or could reasonably be expected to result in a Material Adverse Effect with respect to the Loan Parties and their Subsidiaries.

4.9. **Solvency**.

(a) As of the Restatement Date, each Borrower is, and the Loan Parties taken together are, after giving effect to the transactions contemplated hereby, including the Restatement Transactions, Solvent.

(b) No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

4.10. **Employee Benefits**.

(a) Except as would not result in a Material Adverse Effect and to the extent applicable, each Employee Benefit Plan is, and has been, maintained in substantial compliance with ERISA, the IRC, all applicable laws, and the terms of each such Employee Benefit Plan.

(b) Except as would not result in a Material Adverse Effect and to the extent applicable: (i) each Employee Benefit Plan that is intended to qualify under Section 401(a) of the IRC has received a favorable determination or opinion letter from the Internal Revenue Service that can be relied upon or an application for such letter is currently being processed by the Internal Revenue Service; and (ii) to the knowledge of each Loan Party nothing has occurred which would prevent, or cause the loss of, such qualification.

(c) Except as would not result in a Material Adverse Effect or a Lien on a Loan Party under Section 303(k) or 4068 of ERISA or Section 430(k) of the IRC and to the extent applicable, no liability to the PBGC (other than for the payment of current premiums which are not past due) by any Loan Party or ERISA Affiliate has been incurred or is expected by any Loan Party or ERISA Affiliate to be incurred with respect to any Pension Plan.

(d) No Notification Event exists or has occurred in the past 6 years that could reasonably be expected to result in a Material Adverse Effect.

(e) Except as would not result in a Material Adverse Effect and to the extent applicable, no Loan Party or ERISA Affiliate has provided any security under Section 436 of the IRC.

4.11. **Environmental Condition.** Except as set forth on Schedule 4.11, (a) to Holdings' and each Borrower's knowledge, no Loan Party's nor any of its Subsidiaries' properties or assets has ever been used by a Loan Party, its Subsidiaries, or by previous owners or operators in the disposal of, or to produce, store, handle, treat, release, or transport, any Hazardous Materials, where such disposal, production, storage, handling, treatment, release or transport was in violation, in any material respect, of any applicable Environmental Law, (b) to Holdings' and each Borrower's knowledge, after due inquiry, no Loan Party's nor any of its Subsidiaries' properties or assets has ever been designated or identified in any manner pursuant to any environmental protection statute as a Hazardous Materials disposal site, (c) no Loan Party nor any of its Subsidiaries has received written notice that a Lien arising under any Environmental Law has attached to any revenues or to any Real Property owned or operated by a Loan Party or its Subsidiaries, and (d) no Loan Party nor any of its Subsidiaries nor any of their respective facilities or operations is subject to any outstanding written order, consent decree, or settlement agreement with any Person relating to any Environmental Law or Environmental Liability that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

4.12. **Complete Disclosure.** All factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about Borrowers' industry) furnished by or on behalf of a Loan Party or its Subsidiaries in writing to Agent or any Lender (including all information contained in the Schedules hereto or in the other Loan Documents) for purposes of or in connection with this Agreement or the other Loan Documents, and all other such factual information taken as a whole (other than forward-looking information and projections and information of a general economic nature and general information about Borrowers' industry) hereafter furnished by or on behalf of a Loan Party or its Subsidiaries in writing to Agent or any Lender will be, true and accurate, in all material respects, on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such information was provided. As of the date on which any Projections are delivered to Agent, such Projections represent, Borrowers' good faith estimate, on the date such Projections are delivered, of the Loan Parties' and their Subsidiaries' future performance for the periods covered thereby based upon assumptions believed by Borrowers to be reasonable at the time of the delivery thereof to Agent (it being understood that such Projections are subject to significant uncertainties and contingencies, many of which are beyond the control of the Loan Parties and their Subsidiaries, and no assurances can be given that such Projections will be realized, and although reflecting Borrowers' good faith estimate, projections or forecasts based on methods and assumptions which Borrowers believed to be reasonable at the time such Projections were prepared, are not to be viewed as facts, and that actual results during the period or periods covered by the Projections may differ materially from projected or estimated results). As of the Restatement Date, the information included in the Beneficial Ownership Certification is true and correct in all respects.

4.13. **Patriot Act.** To the extent applicable, each Loan Party is in compliance, in all material respects, with the (a) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (b) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001) (the "Patriot Act"), (c) all AML Legislation, and (d) other federal, state or provincial laws relating to "know your customer" and anti-money laundering rules and regulations. No part of the proceeds of the loans made

hereunder will be used by any Loan Party or any of their Affiliates, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended. This Section 4.13. shall not be interpreted or applied in respect of any German Loan Party to the extent that any such undertaking would violate or expose such entity or any directors, officer or employee thereof to any liability, under section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*), any provision of Council Regulation (EC) 2271/1996, as amended, or any similar applicable antiboycott or blocking law or regulation binding on the relevant German Loan Party.

4.14 **Indebtedness.** Set forth on the balance sheet of Crownpeak Seller Holdco and its Subsidiaries as of September 30, 2025 is a true and complete balance of the outstanding principal amount of the Loans and all interest incurred thereon as of September 30, 2025 and such balance sheet accurately sets forth the aggregate principal amount of such indebtedness as of September 30, 2025.

4.15. **Payment of Taxes.** Except as otherwise permitted under Section 5.5, all material tax returns and reports of each Loan Party and its Subsidiaries required to be filed by any of them have been timely filed, are true, complete, and correct in all material respects, and all material Taxes and all material assessments, fees and other governmental charges levied or imposed upon a Loan Party and its Subsidiaries and/or upon their respective assets, income, businesses and franchises or that are otherwise due and payable (whether or not shown on a tax return) have been paid when due and payable. Each Loan Party and each of its Subsidiaries have made adequate provision in accordance with GAAP for all taxes not yet due and payable. No Borrower knows of any proposed tax assessment against a Loan Party or any of its Subsidiaries that is not the subject of a Permitted Protest (except to the extent that such governmental assessment or Tax is required to be paid notwithstanding a Permitted Protest).

4.16. **Margin Stock.** No Loan Party nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No part of the proceeds of the loans made to Borrowers will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors.

4.17. **Governmental Regulation.** No Loan Party or any of its Subsidiaries is subject to regulation under the Federal Power Act or the Investment Company Act of 1940 or under any other federal, state or provincial statute or regulation which may limit its ability to incur Indebtedness or which may otherwise render all or any portion of the Obligations unenforceable. No Loan Party or any of its Subsidiaries is a “registered investment company” or a company “controlled” by a “registered investment company” or a “principal underwriter” of a “registered investment company” as such terms are defined in the Investment Company Act of 1940.

4.18. **OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws.** No Loan Party or any of its Subsidiaries is in violation of any Sanctions. No Loan Party or any of its Subsidiaries or, to the knowledge of such Loan Party, any director, officer, employee, agent or Affiliate of such Loan Party or such Subsidiary (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any assets located in Sanctioned Entities, or (c) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Loan Parties and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Loan Parties and its Subsidiaries, and to the knowledge of each such Loan Party, each director, officer, employee, agent and Affiliate of each such Loan Party and each such Subsidiary, is in compliance with all Sanctions and is in compliance in all material respects with all

Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of any Loan made or Letter of Credit issued hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity, or otherwise used in any manner that would result in a violation of any Sanction, Anti-Corruption Law or Anti-Money Laundering Law by any Person (including any Lender, Bank Product Provider, or other individual or entity participating in any transaction). This Section 4.18 shall not be interpreted or applied in respect of any German Loan Party to the extent that any such undertaking would violate or expose such entity or any directors, officer or employee thereof to any liability, under section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*), any provision of Council Regulation (EC) 2271/1996, as amended, or any similar applicable antiboycott or blocking law or regulation binding on the relevant German Loan Party.

4.19. **Employee and Labor Matters.** There is (a) no unfair labor practice complaint pending or, to the knowledge of any Loan Party, threatened in writing against any Loan Party or its Subsidiaries before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Loan Party or its Subsidiaries which arises out of or under any collective bargaining agreement and that could reasonably be expected to result in a material liability, (b) no strike, labor dispute, slowdown, stoppage or similar action or grievance pending or threatened in writing against any Loan Party or its Subsidiaries that could reasonably be expected to result in a material liability, or (c) to the knowledge of any Borrower, after due inquiry, no union representation question existing with respect to the employees of any Loan Party or its Subsidiaries and no union organizing activity taking place with respect to any of the employees of any Loan Party or its Subsidiaries. Neither Holdings nor any of its Subsidiaries has incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act or similar applicable law, which remains unpaid or unsatisfied. The hours worked and payments made to employees of Holdings and its Subsidiaries have not been in violation of the Fair Labor Standards Act, Employment Laws, or any other applicable law or legal requirements, except to the extent such violations could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All material payments due from Holdings or its Subsidiaries on account of wages and employee health and welfare insurance, workers' compensation, and other benefits have been paid or accrued as a liability on the books of such Loan Party or such Subsidiary, as applicable, except where the failure to do so could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

4.20. **Pensions.** The pension schemes of the applicable Loan Parties and each Subsidiary incorporated in England and Wales are funded to the extent required by law or otherwise comply with the requirements of any law applicable in the jurisdiction in which the relevant pension scheme is maintained, in each case, where failure to do so would reasonably be expected to have a Material Adverse Effect.

4.21. **[Reserved].**

4.22. **[Reserved].**

4.23. **Leases.** Each Loan Party and its Subsidiaries enjoy peaceful and undisturbed possession under all leases material to their business and to which they are parties or under which they are operating, and, subject to Permitted Protests, all of such material leases are valid and subsisting and no material default by the applicable Loan Party or its Subsidiaries exists under any of them.

4.24. **Hedge Agreements.** On each date that any Hedge Agreement is executed by any Hedge Provider, each Borrower and each other Loan Party satisfy all eligibility, suitability and other requirements under the Commodity Exchange Act (7 U.S.C. § 1, et seq., as in effect from time to time) and the Commodity Futures Trading Commission regulations and entry into any Hedge Agreement shall not cause

any Loan Party to breach any applicable securities or derivatives laws or regulations or to become subject to any dealer registration requirement or any other requirement that is not satisfied at the relevant time.

4.25. **Holdings as Holding Company.** Holdings is a holding company and does not have any material liabilities (other than liabilities arising under the Loan Documents), own any material assets (other than the Equity Interests of Borrowers) or engage in any operations or business (other than the ownership of Borrowers and their Subsidiaries), except (a) the incurrence of indemnification obligations under Holdings' organizational documents, (b) the guaranty by Holdings of any obligations of any of its Subsidiaries, to the extent such obligations are otherwise permitted hereunder or under the other Loan Documents, (c) the issuance of Indebtedness in connection with stock repurchases otherwise permitted hereunder, and the ownership of any stock repurchased in connection therewith, (d) the incurrence of liabilities constituting ordinary course overhead expenses in connection with Holdings' activities as a holding company and related to the business of the Loan Parties, including liabilities for payment of taxes associated with the operations of the Loan Parties, and (e) the incurrence of liabilities arising out of litigation matters not otherwise constituting an Event of Default hereunder.

4.26. **[Reserved].**

4.27. **Privacy and Information Security.** Except as has not resulted, and could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries operates and conducts, and for the past six (6) years has operated and conducted, its business in compliance with (a) all applicable contracts related to the Processing of Personal Data, (b) all Privacy and Information Security Requirements, and (c) any privacy policies or notices concerning the Processing of Personal Data. No Loan Party or any of its Subsidiaries has received any notice, allegation, complaint or other communication, and to the knowledge of each Loan Party, there are no pending investigations by any Governmental Authority or payment card association, regarding any actual or possible violation by the Loan Parties or their Subsidiaries of any Privacy or Information Security Requirements, in each case, other than any notice, allegation, complaint or other communication relating to, or pending investigations regarding, actual or possible violations that has not resulted, and could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect. To the knowledge of each Loan Party, no Loan Party or any of its Subsidiaries has suffered a security breach with respect to any Personal Data and there has been no unauthorized or illegal use of or access to any Personal Data that has or could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect. No Loan Party or any of its Subsidiaries has notified, or been required to notify, any Person of any information security breach involving Personal Data that has resulted, or could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect. Except as has not resulted, and could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries employs commercially reasonable security measures that comply with all Privacy and Information Security Requirements to protect Personal Data within its custody or control and requires the same of all vendors that Process Personal Data on their behalf. Each Loan Party maintains in full force and effect cybersecurity insurance in reasonable and customary amounts, including, without limitation, policies sufficient to insure against any material prior privacy or data security claims against such Loan Party. Except as has not resulted and could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, each Loan Party and each of its Subsidiaries has provided all requisite notices and obtained all required consents, and satisfied all other requirements (including but not limited to notification to Governmental Authorities), necessary for its Processing (including international and onward transfer) of all Personal Data in connection with the conduct of the business as currently conducted and in connection with the consummation of the transactions contemplated hereunder.

5. AFFIRMATIVE COVENANTS.

Holdings, and each Borrower covenants and agrees that, until termination of all of the Commitments and payment in full of the Obligations:

5.1. **Financial Statements, Reports, Certificates.** The Loan Parties (a) will deliver to Agent (for dissemination to each Lender), each of the financial statements, reports, and other items set forth on Schedule 5.1 no later than the times specified therein, (b) agree that, subject to Section 6.8, no Subsidiary of a Loan Party will have a fiscal year different from that of Holdings, (c) agree to maintain a system of accounting that enables the Loan Parties to produce financial statements in accordance with GAAP, and (d) agree that they will, and will cause each other Loan Party to, maintain their billing systems and practices substantially as in effect as of the Restatement Date and shall only make material modifications thereto with notice to, and with the consent of, Agent.

5.2. **[Reserved].**

5.3. **Existence.** Except as otherwise permitted under Section 6.3 or Section 6.4, Holdings and each Borrower will, and will cause each Loan Party and its Subsidiaries to, at all times preserve and keep in full force and effect such Person's valid existence and good standing in its jurisdiction of organization and, except as could not reasonably be expected to result in a Material Adverse Effect, good standing with respect to all other jurisdictions in which it is qualified to do business and any rights, franchises, permits, licenses, accreditations, authorizations, or other approvals material to their businesses.

5.4. **Maintenance of Properties.** Holdings and each Borrower will, and will cause each Loan Party and its Subsidiaries to, maintain and preserve all of its assets that are necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear, tear, casualty, and condemnation and Permitted Dispositions excepted.

5.5. **Taxes.** Holdings and each Borrower will, and will cause each Loan Party and its Subsidiaries to, timely file all material Tax returns and to pay in full before delinquency or before the expiration of any extension period all material governmental assessments, Taxes, assessments, fees, and other governmental charges imposed, levied, or assessed against any of them, or any of their assets or in respect of any of their income, businesses, or franchises or that are otherwise due and payable (whether or not shown on a Tax return), except to the extent that the validity of such governmental assessment or Tax is the subject of a Permitted Protest (except to the extent that such governmental assessment or Tax is required to be paid notwithstanding a Permitted Protest).

5.6. **Insurance.** Holdings and each Borrower will, and will cause each Loan Party and its Subsidiaries to, at Borrowers' expense, (a) maintain insurance respecting each of Loan Party's and its Subsidiaries' assets wherever located, covering liabilities, losses or damages as are customarily are insured against by other Persons engaged in same or similar businesses and similarly situated and located. All such policies of insurance shall be with financially sound and reputable insurance companies acceptable to Agent (it being agreed that, as of the Restatement Date, Federal Insurance Company is acceptable to Agent) and in such amounts as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated and located and, in any event, in amount, adequacy, and scope reasonably satisfactory to Agent (it being agreed that the amount, adequacy, and scope of the policies of insurance of the Loan Parties in effect as of the Restatement Date are acceptable to Agent). All property insurance policies covering the Domestic Collateral are to be made payable to Agent for the benefit of Agent and the Lenders, as their interests may appear, in case of loss, pursuant to a standard loss payable endorsement with a standard non-contributory "lender" or "secured party" clause and are to contain such other provisions as

Agent may reasonably require to fully protect the Lenders' interest in such Domestic Collateral and to any payments to be made under such policies. All certificates of property and general liability insurance are to be delivered to Agent, with the lender's loss payable (but only in respect of Domestic Collateral) and additional insured endorsements in favor of Agent and shall provide for not less than 30 days (10 days in the case of non-payment) prior written notice to Agent of the exercise of any right of cancellation. If a Loan Party or any of its Subsidiaries fail to maintain such insurance, Agent may arrange for such insurance, but at Borrowers' expense and without any responsibility on Agent's part for obtaining the insurance, the solvency of the insurance companies the adequacy of the coverage, or the collection of claims Borrowers shall give Agent prompt notice of any loss exceeding \$150,000 covered by any Loan Party's or its Subsidiaries' casualty or business interruption insurance. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the sole right to file claims under any property and general liability insurance policies in respect of the Domestic Collateral, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

5.7. **Inspection.**

(a) Each Loan Party will, and will cause each Loan Party and its Subsidiaries to, permit Agent and its duly authorized representatives or agents to visit any of its properties and inspect any of its assets or books and records, to examine and make copies of its books and records, and to discuss its affairs, finances, and accounts with, and to be advised as to the same by, its officers and employees (provided an authorized representative of a Borrower shall be allowed to be present) at such reasonable times and intervals as Agent may designate and, so long as no Event of Default has occurred and is continuing, with five (5) Business Days' prior written notice to Borrowers and during regular business hours. Notwithstanding anything to the contrary herein stated, (i) excluding any such visits and inspections during the continuation of an Event of Default, only the Agent on behalf of the Lenders may exercise rights of the Agent and the Lenders under this Section 5.7 and the Agent and the Lenders shall not, absent the existence of an Event of Default, exercise such rights more often than one (1) time during any calendar year (which visit or inspection shall be at the Loan Parties' expense) and (ii) no Loan Party will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter which (i) in respect of which disclosure to the Agent or any Lender (or their respective representatives or agents) is prohibited by applicable law, fiduciary duty or contractual obligation (not created in contemplation thereof) or (ii) is subject to attorney-client or similar privilege or constitutes attorney work-product

(b) Each Loan Party will, and will cause each Loan Party and its Subsidiaries to, permit Agent and each of its duly authorized representatives or agents to conduct appraisals and valuations at such reasonable times and intervals as Agent may designate; provided that in no event shall the aggregate amount of expenses that the Loan Parties shall be obligated for during the term of this Agreement exceed \$150,000.

5.8. **Compliance with Laws.** Each Loan Party will, and will cause each Loan Party and its Subsidiaries to, comply with the requirements of all applicable laws, rules, regulations, and orders of any Governmental Authority, other than laws, rules, regulations, and orders the non-compliance with which, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. This Section 5.8 shall not be interpreted or applied in respect of any German Loan Party to the extent that any such undertaking would violate or expose such entity or any directors, officer or employee thereof to any liability, under section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*), any provision of Council Regulation (EC) 2271/1996, as amended, or any similar applicable antiboycott or blocking law or regulation binding on the relevant German Loan Party.

5.9. **Environmental.** Each Loan Party will, and will cause each Loan Party and its Subsidiaries to,

(a) Keep any property either owned or operated by Holdings or its Subsidiaries free of any Environmental Liens or post bonds or other financial assurances sufficient to satisfy the obligations or liability evidenced by such Environmental Liens,

(b) Comply, in all material respects, with Environmental Laws and provide to Agent documentation of such compliance which Agent reasonably requests,

(c) Promptly notify Agent of any release of which any Loan Party has knowledge of a Hazardous Material in any reportable quantity from or onto property owned or operated by Holdings or its Subsidiaries and take any Remedial Actions required to abate said release or otherwise to come into compliance, in all material respects, with applicable Environmental Law, and

(d) Promptly, but in any event within 5 Business Days of its receipt thereof, provide Agent with written notice of any of the following: (i) written notice that an Environmental Lien has been filed against any of the real or personal property of Holdings or its Subsidiaries, (ii) commencement of any Environmental Action or written notice that an Environmental Action will be filed against Holdings or its Subsidiaries, and (iii) written notice of a violation, citation, or other administrative order from a Governmental Authority.

5.10. **Disclosure Updates.** Each Loan Party will, promptly and in no event later than 5 Business Days after obtaining knowledge thereof, notify Agent if any written information, exhibit, or report furnished to Agent or the Lenders contained, at the time it was furnished, any untrue statement of a material fact or omitted to state any material fact necessary to make the statements contained therein not misleading in light of the circumstances in which made. The foregoing notwithstanding, any notification pursuant to the foregoing provision will not cure or remedy the effect of the prior untrue statement of a material fact or omission of any material fact nor shall any such notification have the effect of amending or modifying this Agreement or any of the Schedules hereto.

5.11. **Formation of Subsidiaries.**

(a) In respect of Domestic Subsidiaries, subject to clause (c) below, Holdings will, at the time (x) that it or any of its Subsidiaries forms any direct or indirect Subsidiary or (y) that Holdings or any of its Subsidiaries acquires any direct or indirect Subsidiary after the Restatement Date (including by virtue of any statutory division of any Loan Party or any Subsidiary of any Loan Party), in each case, within 10 days of such event provide Agent with written notice thereof and within 30 days of such event (or such later date as permitted by Agent in its sole discretion): (i) cause such Subsidiary to provide to Agent a joinder to the Guaranty and Security Agreement, and such other guaranties and security agreements (including Mortgages with respect to any Real Property in the United States owned in fee of such new Subsidiary with a fair market value greater than \$2,000,000), as well as appropriate financing statements or their equivalent (and with respect to all property subject to a Mortgage, fixture filings), all in form and substance reasonably satisfactory to Agent (including being sufficient to grant Agent a first priority Lien (subject to Permitted Liens) in and to the assets of such Subsidiary (other than, for the avoidance of doubt, any Excluded Assets); (ii) provide, or cause the applicable Loan Party to provide, to Agent a pledge agreement (or an addendum to the Guaranty and Security Agreement) and appropriate certificates and powers or financing statements, pledging all of the direct or beneficial ownership interest in such new Subsidiary, to the extent such new Subsidiary is owned directly by one or more Loan Parties, in form and substance reasonably satisfactory to Agent; and (iii) provide to Agent constitutional documents, board and/or shareholders resolutions (or equivalent document), customary director's or officer's certificates and

one or more opinions of counsel to the Agent reasonably satisfactory to Agent, which, in its opinion, is appropriate and customary with respect to the execution and delivery of the applicable documentation referred to above (including policies of title insurance, flood certification documentation or other documentation with respect to all Real Property in the United States owned in fee and subject to a Mortgage) and shall be deemed to be satisfactory to the Agent if substantially in the same form as the equivalent documentation provided on or prior to the date hereof.

(b) In respect of Foreign Subsidiaries, subject to the Agreed Security Principles and clause (c) below, Holdings shall ensure that each Foreign Subsidiary that becomes a Material Foreign Subsidiary after the Restatement Date (tested by reference to the most recent audited annual or quarterly financial statements delivered pursuant to Section 5.1) by the date falling ninety (90) days of the date on which such financial statements are required to be delivered to the Agent shall (i) provide to Agent a joinder to the Guaranty Agreement, (ii) grant security in favour of the Agent (on behalf of the Secured Parties) over such assets as required under the Agreed Security Principles, and (iii) provide to the Agent constitutional documents, board and/or shareholders resolutions (or equivalent document), customary director's or officer's certificates and one or more opinions of counsel to the Agent reasonably satisfactory to Agent, provided that such document shall be deemed to be satisfactory to the Agent if substantially in the same form as the equivalent documentation provided on or prior to the Restatement Date (or any previous Loan Party); provided, that with respect to any Foreign Subsidiary that is a CFC, if providing such guaranty or other security agreements (or portions thereof) could reasonably be expected to result in material adverse tax consequences, as determined by the Borrowers in consultation with the Agent, then such guaranty or security agreements (or portions thereof) shall not be required but only to the extent necessary to avoid such material adverse tax consequence.

(c) Any document, agreement, or instrument executed or issued pursuant to this Section 5.11 (other than any resolutions, director's or officer's certificates and legal opinions) shall constitute a Loan Document.

5.12. **Further Assurances.** Subject to, in respect of Foreign Subsidiaries and Foreign Collateral, the Agreed Security Principles, each Loan Party will, and will cause each of the other Loan Parties to, at any time upon the reasonable request of Agent, execute or deliver to Agent any and all financing statements, fixture filings, security agreements, pledges, assignments, mortgages, deeds of trust, opinions of counsel, and all other documents (the "Additional Documents") that Agent may reasonably request in form and substance reasonably satisfactory to Agent, to create, perfect, and continue perfected or to better perfect Agent's Liens in the assets of any Loan Party and its Subsidiaries (whether now owned or hereafter arising or acquired (including by virtue of any statutory division of any Loan Party or any Subsidiary of any Loan Party and including any Material Foreign Subsidiary) that are or are purported to be part of the Collateral, tangible or intangible, real or personal), to create and perfect Liens in favor of Agent in any Real Property in US acquired by any US Borrower or any other US Loan Party with a fair market value in excess of \$2,000,000, and in order to fully consummate all of the transactions contemplated hereby and under the other Loan Documents; provided, that the foregoing shall not apply to any Subsidiary of a Borrower that is a CFC if providing such Additional Documents in order to create, perfect and continue perfection or to better perfect such Agent's Liens as security for the Obligations would result in material adverse Tax consequences, as determined by the Borrowers in consultation with the Agent, but only to the extent that providing such Additional Documents would result in such material adverse Tax consequences. To the maximum extent permitted by applicable law, if any Borrower or any other Loan Party refuses or fails to execute or deliver any reasonably requested Additional Documents within a reasonable period of time following the request to do so, each Borrower and each other Loan Party hereby authorizes Agent to execute any such Additional Documents in the applicable Loan Party's name and authorizes Agent to file such executed Additional Documents in any appropriate filing office. In furtherance of, and not in limitation of, the foregoing, each Loan Party shall take such actions as Agent may reasonably request from time to time

to ensure that the Obligations are guaranteed by the Guarantors and are secured by the Equity Interests of Holdings and other Subsidiaries of Holdings and substantially all of the assets of Holdings and each of Holdings' Subsidiaries that are organized in the United States or that are Material Foreign Subsidiaries, including all of the outstanding capital Equity Interests of each Loan Party's direct Subsidiaries (other than Excluded Stock Pledges), which such pledges may be governed by the local law where such Subsidiaries are organized. Without limiting the generality of the foregoing, with respect to any Intellectual Property rights in a jurisdiction other than the United States ("Foreign IP") that (x) are held, owned or licensed by a Foreign Subsidiary of Holdings, (y) are used in or embodied by any revenue-generating products or services of Loan Parties that are organized in the United States, and (z) account for more than 5% of the combined revenues of the Loan Parties, taken as a whole, for the most recently ended trailing twelve month period (the "Foreign IP Revenue Threshold"), within 30 days of such Foreign IP exceeding the Foreign IP Revenue Threshold (or such later date as permitted by Agent in its sole discretion), the Loan Parties shall cause such Foreign Subsidiary of Holdings to enter into such agreements reasonably requested by, and in form and substance reasonably satisfactory to, Agent to grant an exclusive, irrevocable and royalty free license of such Foreign Intellectual Property to the Loan Parties organized in the United States.

5.13. **Lender Meetings.** Holdings will, within 90 days after the close of each fiscal year of Holdings, at the request of Agent or of the Required Lenders and upon reasonable prior notice, hold a meeting (at a mutually agreeable location and time or, at the option of Agent, by conference call) with all Lenders who choose to attend such meeting at which meeting shall be reviewed the financial results of the previous fiscal year and the financial condition of Holdings and its Subsidiaries and the projections presented for the current fiscal year of Holdings and its Subsidiaries; provided that so long as no Event of Default has occurred and is continuing, the Loan Parties shall have no obligation to reimburse the Lenders or Agent for expenses if the meeting is in person.

5.14. **[Reserved].**

5.15. **Compliance with ERISA and the IRC.** In addition to and without limiting the generality of Section 5.8, each Domestic Loan Party will, except as would not result in a Material Adverse Effect or a Lien on a Domestic Loan Party under Section 303(k) or 4068 of ERISA or Section 430(k) of the IRC: (a) comply in all material respects with the applicable provisions of ERISA and the IRC with respect to all Employee Benefit Plans, (b) without the prior written consent of Agent and the Required Lenders, not take any action or fail to take action the result of which would result in a Domestic Loan Party incurring a material liability to the PBGC or to a Multiemployer Plan (other than to pay contributions or premiums payable in the ordinary course), (c) not participate in any prohibited transaction that would result in other than a *de minimis* civil penalty, excise tax, fiduciary liability, or correction obligations under ERISA or the IRC being imposed on any Domestic Loan Party with respect to an Employee Benefit Plan, and (d) operate each Employee Benefit Plan in such a manner that will not incur any material tax liability to any Domestic Loan Party under the IRC (including Section 4980B of the IRC). With respect to each Pension Plan except as could not reasonably be expected to result in a Material Adverse Effect or Lien on a Domestic Loan Party under Section 303(k) or 4068 of ERISA or Section 430(k) of the IRC, the Domestic Loan Parties and the ERISA Affiliates shall (i) satisfy in full and in a timely manner, without incurring any late payment or underpayment charge or penalty and without giving rise to any Lien, all of the contribution and funding requirements of the IRC and of ERISA, and (ii) pay, or cause to be paid, to the PBGC in a timely manner, without incurring any late payment or underpayment charge or penalty, all premiums required pursuant to ERISA.

5.16. **[Reserved].**

5.17. **[Reserved]**.

5.18. **[Reserved]**.

5.19. **OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws.** Each Loan Party will, and will cause each of its Subsidiaries to, comply with all applicable Sanctions and to comply in all material respects with all applicable Anti-Corruption Laws and Anti-Money Laundering Laws.

5.20. **Privacy and Information Security.** Each Loan Party will, and will cause each of its Subsidiaries to (a) except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, comply with (i) all applicable contractual obligations and internal and public privacy policies or notices related to the Processing of Personal Data and (ii) all applicable Privacy and Information Security Requirements; (b) except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, employ commercially reasonable security measures that comply with all applicable Privacy and Information Security Requirements to protect Personal Data within its custody or control and require the same of all vendors that Process Personal Data on its behalf; (c) on a quarterly basis, no later than 45 days following the end of each of Holdings' fiscal quarters, provide written notice to Agent of the occurrence of any written and real bona fide claim of violation by any Loan Party or its Subsidiaries of any such contractual obligation or privacy policies or notices, or applicable Privacy and Information Security Requirements, except where (y) such claims could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect and (z) such claims could not reasonably be expected to, individually or in the aggregate, result in revocation, termination or suspension of a Loan Party's or any of its Subsidiaries' PCI-DSS certification status, and (d) on a quarterly basis, no later than 45 days following the end of each of Holdings' fiscal quarters, provide written notice to Agent of the occurrence of (i) any material data breach involving unauthorized or illegal use of, or access to any such Personal Data or confidential customer data from the Loan Parties or their Subsidiaries, which become known to any Loan Party or its Subsidiaries and has not previously been reported to Agent, (ii) any investigation (to the extent that any Loan Party has knowledge thereof) of a Governmental Authority or payment card association relating to, any violation (or alleged violation) by any Loan Party or its Subsidiaries of any such contractual obligation or privacy policies or notices or Privacy and Information Security Requirements, in each case, involving Personal Data of 50 or more Persons, which become known to any Loan Party or its Subsidiaries and has not previously been reported to Agent, or (iii) the receipt by any Loan Party or its Subsidiaries of any written notice by a payment card association or a qualified security assessor to any Loan Party or its Subsidiaries, or any audit result with respect to any Loan Party or its Subsidiaries, in each case, that could reasonably be expected to result in, revocation, termination or suspension of a Loan Party's or any of its Subsidiaries' PCI-DSS certification status.

6. **NEGATIVE COVENANTS.**

Holdings and each Borrower covenants and agrees that, until termination of all of the Commitments and payment in full of the Obligations:

6.1. **Indebtedness.** Each Loan Party will not, and will not permit any Loan Party or any of its Subsidiaries to, create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Indebtedness, except for Permitted Indebtedness.

6.2. **Liens.** Each Loan Party will not, and will not permit any Loan Party or any of its Subsidiaries to create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any of its assets, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for Permitted Liens.

6.3. **Restrictions on Fundamental Changes.** Each Loan Party will not, and will not permit any Loan Party or any of its Subsidiaries to,

(a) other than in order to consummate a Permitted Acquisition, enter into any merger, amalgamation or consolidation, or be a party to any statutory division, except for (i) any merger between Loan Parties, provided, that (A) no merger may occur between any Loan Party and any other Subsidiary, (B) no merger may occur between Holdings and any other Subsidiary, and (C) a Borrower must be the surviving entity of any such merger to which a Borrower a party, (ii) any merger or amalgamation between a Loan Party and a Subsidiary of such Loan Party that is not a Loan Party so long as such Loan Party is the surviving or continuing entity of any such merger or amalgamation, and (iii) any merger or amalgamation between Subsidiaries of Loan Parties that are not Loan Parties,

(b) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution), except for (i) the liquidation or dissolution of non-operating Subsidiaries of Borrowers with nominal assets and nominal liabilities, (ii) the liquidation or dissolution of a Loan Party (other than Holdings or any Borrower) or any of its wholly-owned Subsidiaries (other than Holdings or any Borrower) so long as all of the assets (including any interest in any Equity Interests) of such liquidating or dissolving Loan Party or Subsidiary are transferred to a Loan Party (other than Holdings) that is not liquidating or dissolving, or (iii) the liquidation or dissolution of a Subsidiary of any Borrower that is not a Loan Party (other than any such Subsidiary the Equity Interests of which (or any portion thereof) is subject to a Lien in favor of Agent) so long as all of the assets of such liquidating or dissolving Subsidiary are transferred to a Subsidiary of a Borrower that is not liquidating or dissolving, or

(c) suspend or cease operating a substantial portion of its or their business, except as permitted pursuant to clauses (a) or (b) above or in connection with a transaction permitted under Section 6.4.

6.4. **Disposal of Assets.** Other than Permitted Dispositions or transactions expressly permitted by Sections 6.3 or 6.9, each Loan Party will not, and will not permit any Loan Party or any of its Subsidiaries to convey, sell, lease, license, assign, transfer, or otherwise dispose of, including, in each case, in the case of any limited liability company, pursuant to a statutory division (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of) any of its or their assets.

6.5. **Nature of Business.** Holdings and each Borrower will not, and will not permit any Loan Party or any of its Subsidiaries to make any change in the nature of its or their business as described in Schedule 6.5 or acquire any properties or assets that are not reasonably related to the conduct of such business activities; provided, that the foregoing shall not prevent the Loan Parties and their Subsidiaries from engaging in any business that is reasonably related or ancillary to its or their business.

6.6. **Prepayments and Amendments.** Each Loan Party will not, and will not permit any Loan Party or any of its Subsidiaries to,

(a) except in connection with Refinancing Indebtedness permitted by Section 6.1, (i) optionally prepay, redeem, defease, purchase, or otherwise acquire any Indebtedness for borrowed money of Holdings or its Subsidiaries on or prior to its scheduled repayment or maturity date (it being understood that payments of regularly scheduled principal, interest and mandatory prepayments shall be permitted), other than (A) the Obligations in accordance with this Agreement, (B) Permitted Intercompany Advances, (C) Permitted Purchase Money Indebtedness, (D) additional prepayments of Indebtedness in an aggregate amount not to exceed \$500,000 (calculated on a Pro Forma Basis)), in the aggregate, so long as no Event of Default exists or shall result therefrom and (E) additional prepayments of Indebtedness in an amount not to exceed the Available Amount immediately prior to the time of the making of such prepayment so long

as (x) no Event of Default shall have occurred and be continuing or would result therefrom, and (y) on a *pro forma* basis after giving effect to such payment, Holdings and its Subsidiaries shall have a Leverage Ratio as of the last day of the most recently ended test period on or prior to the date of determination of not greater than 7.50:1.00; or (ii) make any payment on account of Indebtedness that has been contractually subordinated in right of payment to the Obligations (including the Indebtedness evidenced by the Seller Note) if such payment is not permitted at such time under the subordination terms and conditions, or

(b) directly or indirectly, amend, modify, or change any of the terms or provisions of: (i) any agreement, instrument, document, indenture, or other writing evidencing or concerning (A) Indebtedness (including, for the avoidance of doubt, unsecured Indebtedness) of any Loan Party or its Subsidiaries that is subordinated in right of payment to the Obligations (including the Indebtedness evidenced by the Seller Note) or (B) any Indebtedness of any Loan Party or its Subsidiaries that is secured by a Lien on the Collateral that is junior to the Agent's Liens, unless, solely in the case of this clause (B), the amendment, modification or change of such terms or provisions does not involve (x) the payment terms (including any provisions regarding interest rates, principal or interest payment or prepayment amounts, total principal amounts or similar or related terms and provisions) of or subordination provisions respecting any such Permitted Indebtedness or (y) any other material provisions of such Permitted Indebtedness except to the extent that (1) no Default or Event of Default exists at the time or results by virtue of any such amendment, modification or other alteration and (2) such amendment, modification or other alteration could not reasonably be expected to be materially adverse to the interests of Agent and Lenders; provided that in no event shall any amendment, modification or change in respect of any term or provision of any such Indebtedness that is expressly permitted (other than by cross-reference to this Agreement) by the terms of the applicable subordination provisions (if any) in respect of such Indebtedness be deemed to be materially adverse to the interests of Agent and the Lenders, or (ii) the Governing Documents of any Loan Party or any of its Subsidiaries if the effect thereof, either individually or in the aggregate, could reasonably be expected to be materially adverse to the interests of the Lenders.

6.7. **Restricted Payments.** Each Loan Party will not, and will not permit any Loan Party or any of its Subsidiaries to make any Restricted Payment; provided, that, so long as it is permitted by law, and so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom,

(a) Holdings may make distributions in cash to Parent to enable Parent to make distributions in cash to any future, present or former employees, officers, members of management or directors of Parent (or any direct or indirect parent of Parent) or any of its Subsidiaries (or any spouses, ex-spouses, or estates of any of the foregoing) on account of redemptions of Equity Interests of Parent (or any direct or indirect parent of Parent) held by such Persons; provided, that the aggregate amount of such redemptions made by Parent during the term of this Agreement plus the amount of Indebtedness outstanding under clause (l) of the definition of Permitted Indebtedness, does not exceed \$500,000 in the aggregate,

(b) Holdings may make distributions to Parent to enable Parent to make distributions to former employees, officers, or directors of Parent and its Subsidiaries (or any spouses, ex-spouses, or estates of any of the foregoing), solely in the form of forgiveness of Indebtedness of such Persons owing to Parent on account of repurchases of the Equity Interests of Parent held by such Persons; provided that such Indebtedness was incurred by such Persons solely to acquire Equity Interests of Parent;

(c) [reserved];

(d) so long as any Loan Party joins in filing a U.S. federal income Tax Return for the consolidated or combined group of which Holdings or a direct or indirect parent of Holdings is the common parent for U.S. federal income Tax purposes, the Borrowers may make distributions to Holdings (and the

Subsidiaries of the Borrowers may pay to the Borrowers), the proceeds of which shall be used to pay U.S. federal, state and local income Taxes of such consolidated or combined group that are required to be paid by Holdings and/or its Subsidiaries (or such direct or indirect parent that is the common parent of the consolidated or combined group for U.S. federal income Tax purposes) and that are then due and payable; provided that the aggregate amount of such payments to Holdings for any tax year shall not exceed the lesser of (a) the actual net tax liability for such tax year in respect of such consolidated or combined group for U.S. federal income Tax purposes, and (b) the amount of Taxes of such consolidated or combined group for U.S. federal income Tax purposes assuming Holdings and the direct and indirect parents of Holdings that are members of the consolidated group for U.S. federal income tax purposes of which Holdings is a member own no other assets or entities other than the Borrowers and their Subsidiaries that are included in the consolidated group of which Holdings is a member; and

(e) Holdings may make additional Restricted Payments in cash in an aggregate amount not to exceed \$500,000 during the term of this Agreement and so long as no Event of Default shall have occurred and be continuing or would result therefrom.

6.8. **Accounting Methods.** Each Loan Party will not, and will not permit any Loan Party or any of its Subsidiaries to modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP or as may be required to align the date of the fiscal year end of any Subsidiary to the fiscal year end of Holdings; provided that each newly acquired or formed Subsidiary that has a fiscal year end that's different from the fiscal year of Holdings shall use its commercially reasonable efforts to align the date of date of such fiscal year end to that of Holdings within 120 days of its acquisition or formation).

6.9. **Investments.** Each Loan Party will not, and will not permit any Loan Party or any of its Subsidiaries to, directly or indirectly, make or acquire any Investment or incur any liabilities (including contingent obligations) for or in connection with any Investment except for Permitted Investments.

6.10. **Transactions with Affiliates.** Each Loan Party will not, and will not permit any Loan Party or any of its Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction with any Affiliate of any Loan Party or any of its Subsidiaries except for:

(a) transactions (other than the payment of management, consulting, monitoring, or advisory fees) between Holdings or its Subsidiaries, on the one hand, and any Affiliate of Holdings or its Subsidiaries, on the other hand, so long as such transactions (i) are fully disclosed to Agent prior to the consummation thereof, if they involve one or more payments by Holdings or its Subsidiaries in excess of \$3,500,000 for any single transaction or series of related transactions, and (ii) are no less favorable, taken as a whole, to Holdings or its Subsidiaries, as applicable, than would be obtained in an arm's length transaction with a non-Affiliate,

(b) so long as it has been approved by Parent's, such Loan Party's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, any indemnity provided for the benefit of directors (or comparable managers) of Parent, such Borrower or its applicable Subsidiary,

(c) so long as it has been approved by Parent's, such Loan Party's or its applicable Subsidiary's board of directors (or comparable governing body) in accordance with applicable law, the payment of reasonable compensation, severance, or employee benefit arrangements to employees, officers, and outside directors of Parent, Holdings and its Subsidiaries in the ordinary course of business and consistent with industry practice, and

(d) transactions permitted by Section 6.3 or Section 6.9, or any Permitted Intercompany Advance.

6.11. **Use of Proceeds.** Each Loan Party will not, and will not permit any Loan Party or any of its Subsidiaries to use the proceeds of any Loan made hereunder for any purpose other than purposes consistent with the terms and conditions hereof, for their lawful and permitted purposes, including for general working capital purposes (including that (A) no part of the proceeds of the Loans made to Borrowers will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors, (B) no part of the proceeds of any Loan will be used, directly or indirectly, to make any payments to a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person, or in any other manner that would result in a violation of Sanctions by any Person, and (C) no part of the proceeds of any Loan will be used, directly or, to the reasonable knowledge of the Loan Parties, indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws). This Section 6.11 shall not be interpreted or applied in respect of any German Loan Party to the extent that any such undertaking would violate or expose such entity or any directors, officer or employee thereof to any liability, under section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*), any provision of Council Regulation (EC) 2271/1996, as amended, or any similar applicable antiboycott or blocking law or regulation binding on the relevant German Loan Party.

6.12. **Limitation on Issuance of Equity Interests.** Each Loan Party will not, and will not permit any Loan Party or any of its Subsidiaries to, issue or sell or enter into any agreement or arrangement for the issuance or sale of any of its Equity Interests.

6.13. **Employee Benefits.** Each Loan Party shall not:

(a) Terminate, or permit any ERISA Affiliate to terminate, any Pension Plan in a manner, or take any other action with respect to any Pension Plan, which could reasonably be expect to result in a Material Adverse Effect or a Lien on any Loan Party under Section 303(k) or 4068 of ERISA or Section 430(k) of the IRC.

(b) Fail to make, or permit any ERISA Affiliate to fail to make, full payment when due of all amounts which, under the provisions of any Employee Benefit Plan, agreement relating thereto or applicable Law, any Loan Party or ERISA Affiliate is required to pay if such failure could reasonably be expected to have a Material Adverse Effect or a Lien on any Loan Party under Section 303(k) or 4068 of ERISA or Section 430(k) of the IRC.

6.14. **[Reserved].**

6.15. **Holdings as Holding Company.** Holdings will not to incur any liabilities (other than liabilities arising under the Loan Documents), own or acquire any assets (other than the Equity Interests of Borrowers) or engage itself in any operations or business, except in connection with its ownership of Borrowers and its rights and obligations under the Loan Documents, except (a) the incurrence of indemnification obligations under Holdings' organizational documents, (b) the guaranty by Holdings of any obligations of any of its Subsidiaries, to the extent such obligations are otherwise permitted hereunder or under the other Loan Documents, (c) the issuance of Indebtedness in connection with stock repurchases otherwise permitted hereunder, and the ownership of any stock repurchased in connection therewith, (d)

the incurrence of liabilities constituting ordinary course overhead expenses in connection with Holdings' activities as a holding company and related to the business of the Loan Parties, including liabilities for payment of taxes associated with the operations of the Loan Parties, and (e) the incurrence of liabilities arising out of litigation matters not otherwise constituting an Event of Default hereunder.

7. FINANCIAL COVENANTS.

Each Loan Party covenants and agrees that, until termination of all of the Commitments and payment in full of the Obligations:

(a) **Maximum Leverage Ratio.** The Loan Parties and their Subsidiaries shall have a Leverage Ratio, measured on a quarter-end basis as of the last day of each fiscal quarter of not greater than 9.75:1.00.

(b) **Liquidity.** The Rezolve Group shall maintain Rezolve Liquidity of at least \$10,000,000 at all times.

(c) **Cure Right.**

(i) Notwithstanding anything to the contrary contained in this Section 7, in the event that the Loan Parties fail to comply with the requirements of the financial covenants set forth in Section 7(a) or Section 7(b), commencing (A) with respect to a cure of a breach of Section 7(a), on the last day of the last month of the applicable fiscal quarter with respect to which such covenants are being tested until the expiration of the fifth (5th) Business Day after the date on which financial statements with respect to the test period in which such covenants are being measured are required to be delivered pursuant to Schedule 5.1, or (B) with respect to a cure of a breach of Section 7(b), the fifth (5th) Business Day after the date of the applicable breach (each, a "Cure Period"), any of the direct and indirect equity owners of Holdings shall have the right to make a direct or indirect common equity investment (or other equity investments reasonably acceptable to the Agent) in the Borrowers in cash (the "Cure Right"), and upon the receipt by the Borrowers of net cash proceeds pursuant to the exercise of the Cure Right (including through the capital contribution of any such net cash proceeds to such Person, the "Specified Equity Contribution"), the covenants set forth in such Section shall be recalculated, giving effect to a pro forma increase to EBITDA or Rezolve Liquidity, as applicable for such test period or applicable date in an amount equal to such net cash proceeds (but without, for the avoidance of doubt, giving pro forma effect to any repayment of Indebtedness with such Specified Equity Contribution for the fiscal quarter in respect of which such Cure Right was exercised through either the netting of cash or prepayment of Loans or other Indebtedness in connection therewith for purposes of determining compliance with such financial covenant for such fiscal quarter); provided that such pro forma adjustment to EBITDA or Rezolve Liquidity shall be given solely for the purpose of determining the existence of a Default or an Event of Default under the financial covenants set forth in Section 7(a) or Section 7(b) and not for any other purpose under any Loan Document; provided, further, that, if a Cure Right to remedy such Event of Default is available at such time, then until the expiration of such Cure Period, no Agent or Lender shall have the right to exercise any remedies against the Loan Parties or any Collateral as a result of the occurrence and continuance of an Event of Default under Section 9 arising from the failure to comply with Section 7(a) or Section 7(b).

(ii) If, after the exercise of the Cure Right and the recalculations pursuant to clause (a) above, the Loan Parties shall then be in compliance with the requirements of the financial covenants set forth in Section 7(a) or Section 7(b) during such test period or as of the applicable date, the Loan Parties shall be deemed to have satisfied the requirements of such financial covenants

as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable Default or Event of Default under Section 8.2(a) that had occurred shall be deemed cured. The exercise of the Cure Right shall be subject to the following limitations and requirements: (i) in each four-fiscal quarter period, there shall be at least two (2) fiscal quarters in which the Cure Right is not exercised, (ii) there shall be no more than two (2) Specified Equity Contributions during the term of this Agreement, (iii) with respect to any exercise of the Cure Right, the Specified Equity Contribution shall be no greater than the amount required to cause the Loan Parties to be in compliance with the financial covenants set forth in Section 7(a) or Section 7(b) (the “Cure Amount”), (iv) all Specified Equity Contributions will be disregarded for all purposes under this Loan Documents (other than for determining compliance with Section 7(a) or Section 7(b)) including for the purposes of calculating pricing and determining the availability of any carve-outs with respect to the covenants contained in Article VII hereof and (v) an amount equal to 100% of the Net Cash Proceeds of any Specified Equity Contributions shall be applied to repay the Loans.

(iii) Upon actual receipt and designation of the Cure Amount by the Borrowers, the financial covenants under Section 7(a) or Section 7(b) shall be deemed retroactively cured with the same effect as though there had been no failure to comply with the financial covenants under such Section 7(a) or Section 7(b) and any Event of Default or potential Event of Default under Section 8.2(a) shall be deemed not to have occurred for purposes of the Loan Documents; provided, however, that prior to the making of the Specified Equity Contribution and cure of such default in such financial covenant, such default shall constitute an Event of Default for purposes of determining compliance with any conditions precedent to funding of Loans hereunder and in determining compliance with any provision of the Loan Documents that restricts or prohibits certain actions during the existence of an Event of Default.

8. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an event of default (each, an “Event of Default”) under this Agreement:

8.1. **Payments.** If Borrowers fail to pay when due and payable, or when declared due and payable in accordance with this Agreement or any other Loan Document, as applicable, (a) all or any portion of the Obligations consisting of interest, fees, or charges due the Lender Group, reimbursement of Lender Group Expenses, or other amounts (other than any portion thereof constituting principal) constituting Obligations (including any portion thereof that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), and such failure continues for a period of 3 Business Days, (b) all or any portion of the principal of the Loans and provided that for the avoidance of doubt, with respect to Overadvances, no Event of Default shall occur if Borrowers prepay the required amount of Obligations within the time period specified in Section 2.4(e)(i), or (c) any amount payable to Issuing Bank in reimbursement of any drawing under a Letter of Credit;

8.2. **Covenants.** If any Loan Party or any of its Subsidiaries:

(a) fails to perform or observe any covenant or other agreement contained in any of (i) Sections 3.7, 5.1, 5.3 (solely if any Borrower is not in good standing in its jurisdiction of organization), 5.6, 5.7 (solely if any Borrower refuses to allow Agent or its representatives or agents to visit any Borrower’s properties, inspect its assets or books or records, examine and make copies of its books and records, or discuss any Borrower’s affairs, finances, and accounts with officers and employees of any Borrower), 5.10, 5.11, 5.13, 5.21(i), 5.22 or 5.23 of this Agreement, (ii) Section 6 of this Agreement, (iii)

Section 7 of this Agreement (provided that there shall be a twelve (12) Business Day grace period on Section 7(b)), (iv) Section 7 of the Guaranty and Security Agreement, or (v) Section 7 of the Parent Equity Pledge Agreement;

(b) fails to perform or observe any covenant or other agreement contained in any of Sections 5.3 (other than if any Borrower is not in good standing in its jurisdiction of organization), 5.4, 5.5, 5.8, and 5.12 of this Agreement and such failure continues for a period of 10 days after the earlier of (i) the date on which such failure shall first become known to any officer of any Borrower or (ii) the date on which written notice thereof is given to Borrowers by Agent; or

(c) fails to perform or observe any covenant or other agreement contained in this Agreement, or in any of the other Loan Documents, in each case, other than any such covenant or agreement that is the subject of another provision of this Section 8 (in which event such other provision of this Section 8 shall govern), and such failure continues for a period of 30 days after the earlier of (i) the date on which such failure shall first become known to any officer of any Borrower or (ii) the date on which written notice thereof is given to Borrowers by Agent;

8.3. **Judgments.** If one or more judgments, orders, or awards for the payment of money involving an aggregate amount of \$3,000,000, or more (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has not denied coverage) is entered or filed against a Loan Party or any of its Subsidiaries, or with respect to any of their respective assets, and either (a) there is a period of 45 consecutive days at any time after the entry of any such judgment, order, or award during which (1) the same is not discharged, satisfied, vacated, or bonded pending appeal, or (2) a stay of enforcement thereof is not in effect, or (b) enforcement proceedings are commenced upon such judgment, order, or award;

8.4. **Voluntary Bankruptcy, etc.** If an Insolvency Proceeding is commenced by a Loan Party or any of its Subsidiaries;

8.5. **Involuntary Bankruptcy, etc.** If an Insolvency Proceeding is commenced against a Loan Party or any of its Subsidiaries and any of the following events occur: (a) such Loan Party or such Subsidiary consents to the institution of such Insolvency Proceeding against it, (b) the petition, application, or other originating process commencing the Insolvency Proceeding is not timely controverted, (c) the petition, application, or other originating process commencing the Insolvency Proceeding is not dismissed within 60 calendar days of the date of the filing thereof, (d) a custodian, receiver (provisional, interim or permanent) or manager, administrator, liquidator, trustee, sequestrator (or other similar official) is appointed to take possession of all or any substantial portion of the properties or assets of, or to operate all or any substantial portion of the business of, such Loan Party or its Subsidiary, or (e) an order for relief shall have been issued or entered therein;

8.6. **Default Under Other Agreements.** If there is (a) a default in one or more agreements to which a Loan Party or any of its Subsidiaries is a party with one or more third Persons relative to a Loan Party's or any of its Subsidiaries' Indebtedness involving an aggregate amount of \$3,000,000 or more, and such default (i) occurs at the final maturity of the obligations thereunder, or (ii) results in a right by such third Person, irrespective of whether exercised, to accelerate the maturity of such Loan Party's or its Subsidiary's obligations thereunder, or (b) a default in or an involuntary early termination of one or more Hedge Agreements to which a Loan Party or any of its Subsidiaries is a party involving an aggregate amount of \$3,000,000 or more;

8.7. **Representations, etc.** If any warranty, representation, certificate, statement, or Record made herein or in any other Loan Document or delivered in writing to Agent or any Lender in connection

with this Agreement or any other Loan Document proves to be untrue in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date of issuance or making or deemed making thereof;

8.8 **Guaranty, etc.** If the obligation of any Guarantor under the guaranty contained in the Guaranty and Security Agreement or any other Guaranty Agreement or if any obligation of the Parent under the Parent Equity Pledge Agreement is limited or terminated by operation of law (with respect to any Foreign Loan Party, subject to applicable Legal Reservations) or by such Guarantor (other than in accordance with the terms of this Agreement or the terms of such guaranty (including any Guarantee Reservations set forth therein) or Capital Contribution Agreement);

8.9 **Security Documents.** The Guaranty and Security Agreement, Parent Equity Pledge Agreement, or any other Loan Document that purports to create a Lien, shall, for any reason, fail or cease to create a valid and (subject to, in the case of Security Documents relating to Foreign Collateral, the Legal Reservations and the Perfection Requirements) perfected and, except to the extent of Permitted Liens which are non-consensual Permitted Liens, permitted purchase money Liens or the interests of lessors under Capital Leases, first priority Lien on the Collateral covered thereby, except (a) as a result of a disposition of the applicable Collateral in a transaction permitted under this Agreement or (b) as the result of an action or failure to act on the part of Agent;

8.10 **Loan Documents.** The validity or enforceability of any Loan Document shall at any time for any reason (other than solely as the result of an action or failure to act on the part of Agent or, in the case of enforceability of Security Documents relating to Foreign Collateral, the Legal Reservations and the Perfection Requirements) be declared to be null and void, or a proceeding shall be commenced by a Loan Party or its Subsidiaries, or by any Governmental Authority having jurisdiction over a Loan Party or its Subsidiaries, seeking to establish the invalidity or unenforceability thereof, or a Loan Party or its Subsidiaries shall deny that such Loan Party or its Subsidiaries has any liability or obligation purported to be created under any Loan Document;

8.11 **Change of Control.** A Change of Control shall occur, whether directly or indirectly; or

8.12 **ERISA.** The occurrence of any of the following events: (a) any Domestic Loan Party or ERISA Affiliate fails to make full payment when due of all amounts which any Domestic Loan Party or ERISA Affiliate is required to pay as contributions, installments, or otherwise to or with respect to a Pension Plan or Multiemployer Plan, and such failure could reasonably be expected to result in a Material Adverse Effect or a Lien on any Domestic Loan Party under Section 303(k) or 4068 of ERISA or Section 430(k) of the IRC, (b) a Notification Event, which could reasonably be expected to result in a Material Adverse Effect or a Lien on any Domestic Loan Party under Section 303(k) or 4068 of ERISA or Section 430(k) of the IRC, or (c) any Domestic Loan Party or ERISA Affiliate completely or partially withdraws from one or more Multiemployer Plans which could reasonably be expected to result in in the aggregate a Material Adverse Effect, or any Domestic Loan Party fails to make any Withdrawal Liability payment when due and a Material Adverse Effect would result.

9. RIGHTS AND REMEDIES.

9.1. **Rights and Remedies.** Subject to Section 3.3(c), upon the occurrence and during the continuation of an Event of Default, Agent may, and, at the instruction of the Required Lenders, shall (in each case under clauses (a) or (b) by written notice to Administrative Borrower), in addition to any other rights or remedies provided for hereunder or under any other Loan Document or by applicable law, do any one or more of the following:

(a) (i) declare the principal of, and any and all accrued and unpaid interest and fees in respect of, the Loans and all other Obligations (other than the Bank Product Obligations), whether evidenced by this Agreement or by any of the other Loan Documents to be immediately due and payable, whereupon the same shall become and be immediately due and payable and Holdings and the Borrowers shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by Holdings and the Borrowers, and (ii) direct Holdings, and the Borrowers to provide (and Holdings and the Borrowers agree that upon receipt of such notice, Holdings, and the Borrowers will provide) Letter of Credit Collateralization to Agent to be held as security for Holdings', and the Borrowers' reimbursement obligations for drawings that may subsequently occur under issued and outstanding Letters of Credit;

(b) declare the Commitments terminated, whereupon the Commitments shall immediately be terminated together with (i) any obligation of any Revolving Lender to make Revolving Loans, and (ii) the obligation of any Issuing Bank to issue Letters of Credit; and

(c) exercise all other rights and remedies available to Agent or the Lenders under the Loan Documents, under applicable law, or in equity.

The foregoing to the contrary notwithstanding, upon the occurrence of any Event of Default described in Section 8.4 or Section 8.5, in addition to the remedies set forth above, without any notice to Holdings, and the Borrowers or any other Person or any act by the Lender Group, the Commitments shall automatically terminate and the Obligations (other than the Bank Product Obligations), inclusive of the principal of, and any and all accrued and unpaid interest and fees in respect of, the Loans and all other Obligations (other than the Bank Product Obligations), whether evidenced by this Agreement or by any of the other Loan Documents, shall automatically become and be immediately due and payable and Holdings, and the Borrowers shall automatically be obligated to repay all of such Obligations in full (including Borrowers being obligated to provide (and Holdings, and the Borrowers agree that they will provide) Bank Product Collateralization to be held as security for Holdings' or its Subsidiaries' obligations in respect of outstanding Bank Products), without presentment, demand, protest, or notice or other requirements of any kind, all of which are expressly waived by Holdings, and the Borrowers.

9.2. **Remedies Cumulative.** The rights and remedies of the Lender Group under this Agreement, the other Loan Documents, and all other agreements shall be cumulative. The Lender Group shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by the Lender Group of one right or remedy shall be deemed an election, and no waiver by the Lender Group of any Event of Default shall be deemed a continuing waiver. No delay by the Lender Group shall constitute a waiver, election, or acquiescence by it.

10. WAIVERS; INDEMNIFICATION.

10.1. **Demand; Protest; etc.** Holdings and the Borrowers waive demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by the Lender Group on which Holdings or any Borrower may in any way be liable.

10.2. **The Lender Group's Liability for Collateral.** Holdings and the Borrowers hereby agree that: (a) so long as Agent complies with its obligations, if any, under the Code, the Lender Group shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other

Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by Holdings and the Borrowers.

10.3. **Indemnification.** Holdings and the Borrowers shall pay, indemnify, defend, and hold the Agent-Related Persons, the Lender-Related Persons, the Issuing Bank, and each Participant (each, an “Indemnified Person”) harmless (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), at any time asserted against, imposed upon, or incurred by any of them (a) in connection with or as a result of or related to the execution and delivery (provided that Holdings and the Borrowers shall not be liable for costs and expenses (including attorneys’ fees) of any Lender (other than Monroe Capital) incurred in advising, structuring, drafting, reviewing, administering or syndicating the Loan Documents), enforcement, performance, or administration (including any restructuring or workout with respect hereto) of this Agreement, any of the other Loan Documents, or the transactions contemplated hereby or thereby or the monitoring of the Loan Parties’ and their Subsidiaries’ compliance with the terms of the Loan Documents (provided, that the indemnification in this clause (a) shall not extend to (i) disputes solely between or among the Lenders that do not involve any acts or omissions of any Loan Party, or (ii) disputes solely between or among the Lenders and their respective Affiliates that do not involve any acts or omissions of any Loan Party; it being understood and agreed that the indemnification in this clause (a) shall extend to Agent (but not the Lenders) relative to disputes between or among Agent on the one hand, and one or more Lenders, or one or more of their Affiliates, on the other hand, or (iii) any claims for Taxes or any costs attributable to Taxes (which shall be governed by Section 16), except to the extent such Taxes and costs attributable thereto arise from or are related primarily to non-Tax claims, (b) with respect to any actual or prospective investigation, litigation, or proceeding related to this Agreement, any other Loan Document, the making of any Loans or issuance of any Letters of Credit hereunder, or the use of the proceeds of the Loans or the Letters of Credit provided hereunder (irrespective of whether any Indemnified Person is a party thereto), or any act, omission, event, or circumstance in any manner related thereto, and (c) in connection with or arising out of any presence or release of Hazardous Materials at, on, under, to or from any assets or properties owned, leased or operated by a Loan Party or any of its Subsidiaries or any Environmental Actions, Environmental Liabilities or Remedial Actions related in any way to any such assets or properties of such Loan Party or any of its Subsidiaries (each and all of the foregoing, the “Indemnified Liabilities”). The foregoing notwithstanding, Holdings, and the Borrowers shall not have any obligation to any Indemnified Person under this Section 10.3 with respect to any Indemnified Liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of such Indemnified Person or its officers, directors, employees, attorneys, or agents. This provision shall survive the termination of this Agreement and the repayment in full of the Obligations. If any Indemnified Person makes any payment to any other Indemnified Person with respect to an Indemnified Liability as to which Holdings and the Borrowers were required to indemnify the Indemnified Person receiving such payment, the Indemnified Person making such payment is entitled to be indemnified and reimbursed by Holdings, and the Borrowers with respect thereto. **WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO INDEMNIFIED LIABILITIES WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF ANY NEGLIGENT ACT OR OMISSION OF SUCH INDEMNIFIED PERSON OR OF ANY OTHER PERSON.**

11. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands relating to this Agreement or any other Loan Document shall be in writing and (except for financial statements and other

informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as a party may designate in accordance herewith), or telefacsimile. In the case of notices or demands to Holdings, Borrowers or Agent, as the case may be, they shall be sent to the respective address set forth below:

If to Holdings, Administrative Borrower
or any other Borrower:

c/o **REZOLVE AL PLC**
499 Park Ave, Suite 1003
New York, NY 10022
Attn: [***]
Email [***]

with copies to (which shall not constitute
notice):

DLA PIPER LLP (US)
1201 West Peachtree Street
Suite 2800
Atlanta, GA 30309
Attention: [***]
Email: [***]

If to Agent:

Monroe Capital Management Advisors, LLC
c/o Monroe Capital LLC
155 N. Wacker Dr., 35th Floor
Chicago, IL 60606
Attention: [***]
Email: [***]

with copies to (which shall not constitute
notice):

PAUL HASTINGS LLP
515 S. Flower Street, 25th Floor
Los Angeles, CA 90071
Attn: [***]
Email: [***]

Any party hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other party. All notices or demands sent in accordance with this Section 11, shall be deemed received on the earlier of the date of actual receipt or 3 Business Days after the deposit thereof in the mail; provided, that (a) notices sent by overnight courier service shall be deemed to have been given when received, (b) notices by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient) and (c) notices by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment).

12. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.

(a) **THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

(b) **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH OF HOLDINGS, EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12(b).**

(c) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF , HOLDINGS, EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH OF HOLDINGS, EACH BORROWER AND EACH MEMBER OF THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

(d) **EACH OF HOLDINGS, EACH BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL**

AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY ANY LOAN PARTY AGAINST AGENT, ANY OTHER LENDER, ANY ISSUING BANK, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH LOAN PARTY HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

(f) IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF NEW YORK (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CLAIM AND THE WAIVER SET FORTH IN CLAUSE (C) ABOVE IS NOT ENFORCEABLE IN SUCH PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

(i) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBCLAUSE (ii) BELOW, ANY CLAIM SHALL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE. VENUE FOR THE REFERENCE PROCEEDING SHALL BE IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

(ii) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OR ENFORCEMENT OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF OR RECOUPMENT), (C) APPOINTMENT OF A RECEIVER OR A RECEIVER MANAGER, INTERIM RECEIVER OR SIMILAR OFFICIAL, AND (D) TEMPORARY, PROVISIONAL, OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS, OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) - (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO PARTICIPATE IN A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT WITH RESPECT TO ANY OTHER MATTER.

(iii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN 10 DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY SHALL HAVE THE RIGHT TO REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). THE REFEREE SHALL BE APPOINTED TO SIT WITH ALL

OF THE POWERS PROVIDED BY LAW. PENDING APPOINTMENT OF THE REFEREE, THE COURT SHALL HAVE THE POWER TO ISSUE TEMPORARY OR PROVISIONAL REMEDIES.

(iv) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE REFEREE SHALL DETERMINE THE MANNER IN WHICH THE REFERENCE PROCEEDING IS CONDUCTED INCLUDING THE TIME AND PLACE OF HEARINGS, THE ORDER OF PRESENTATION OF EVIDENCE, AND ALL OTHER QUESTIONS THAT ARISE WITH RESPECT TO THE COURSE OF THE REFERENCE PROCEEDING. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS A COURT REPORTER AND A TRANSCRIPT IS ORDERED, A COURT REPORTER SHALL BE USED AND THE REFEREE SHALL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY THE COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(v) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND SHALL ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA.

(vi) THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH CALIFORNIA SUBSTANTIVE AND PROCEDURAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE REFEREE SHALL ISSUE A DECISION AND PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 644, THE REFEREE'S DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE FINAL JUDGMENT OR ORDER FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE SHALL BE FULLY APPEALABLE AS IF IT HAS BEEN ENTERED BY THE COURT.

(vii) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY HERETO KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION SHALL APPLY TO ANY DISPUTE BETWEEN THEM THAT ARISES OUT OF OR IS RELATED TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

13. ASSIGNMENTS AND PARTICIPATIONS; SUCCESSORS.

13.1. Assignments and Participations.

(a) (i) Subject to the conditions set forth in clause (a)(ii) below, any Lender may assign and delegate all or any portion of its rights and duties under the Loan Documents (including the Obligations owed to it and its Commitments) to one or more assignees so long as such prospective assignee is an Eligible Transferee (each, an “Assignee”), with the prior written consent (such consent not be unreasonably withheld or delayed) of:

(A) Borrowers; provided, that no consent of Borrowers shall be required (1) if an Event of Default has occurred and is continuing or (2) in connection with an assignment to a Person that is a Lender or an Affiliate (other than natural persons) of a Lender; provided further, that Borrowers shall be deemed to have consented to a proposed assignment unless it objects thereto by written notice to Agent within 10 days after having received written notice thereof; and

(B) Agent.

(ii) Assignments shall be subject to the following additional conditions:

(A) no assignment may be made (i) so long as no Specified Event of Default has occurred and is continuing, to an Ineligible Institution, (ii) so long as no Specified Event of Default has occurred and is continuing, to a Competitor, or (iii) to a natural person,

(B) no assignment may be made to Parent or a Loan Party,

(C) the amount of the Commitments and the other rights and obligations of the assigning Lender hereunder and under the other Loan Documents subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to Agent) shall be in a minimum amount (unless waived by Agent) of \$2,500,000 (except such minimum amount shall not apply to (I) an assignment or delegation by any Lender to any other Lender, an Affiliate of any Lender, or a Related Fund of such Lender or (II) a group of new Lenders, each of which is an Affiliate of each other or a Related Fund of such new Lender to the extent that the aggregate amount to be assigned to all such new Lenders is at least \$2,500,000),

(D) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement,

(E) the parties to each assignment shall execute and deliver to Agent an Assignment and Acceptance; provided, that Borrowers and Agent may continue to deal solely and directly with the assigning Lender in connection with the interest so assigned to an Assignee until written notice of such assignment, together with payment instructions, addresses, and related information with respect to the Assignee, have been given to Borrowers and Agent by such Lender and the Assignee,

(F) unless waived by Agent, the assigning Lender or Assignee has paid to Agent, for Agent’s separate account, a processing fee in the amount of \$3,500, and

(G) the assignee, if it is not a Lender, shall deliver to Agent an Administrative Questionnaire in a form approved by Agent (the “Administrative Questionnaire”).

(b) From and after the date that Agent receives the executed Assignment and Acceptance, and, if applicable, payment of the required processing fee, (i) the Assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, shall be a “Lender” and shall have the rights and obligations of a Lender under the Loan Documents, and (ii) the assigning Lender shall, to the extent that rights and obligations hereunder and under the other Loan Documents have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (except with respect to Section 10.3) and be released from any future obligations under this Agreement (and in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender’s rights and obligations under this Agreement and the other Loan Documents, such Lender shall cease to be a party hereto and thereto); provided, that nothing contained herein shall release any assigning Lender from obligations that survive the termination of this Agreement, including such assigning Lender’s obligations under Section 15 and Section 17.9(a).

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto, (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under this Agreement or any other Loan Document furnished pursuant hereto, (iii) such Assignee confirms that it has received a copy of this Agreement, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance, (iv) such Assignee will, independently and without reliance upon Agent, such assigning Lender or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement, (v) such Assignee appoints and authorizes Agent to take such actions and to exercise such powers under this Agreement and the other Loan Documents as are delegated to Agent, by the terms hereof and thereof, together with such powers as are reasonably incidental thereto, and (vi) such Assignee agrees that it will perform all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) Immediately upon Agent’s receipt of the required processing fee, if applicable, and delivery of notice to the assigning Lender pursuant to Section 13.1(b), this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to reflect the addition of the Assignee and the resulting adjustment of the Commitments arising therefrom. The Commitment allocated to each Assignee shall reduce such Commitments of the assigning Lender *pro tanto*.

(e) Any Lender may at any time sell to one or more commercial banks, financial institutions, or other Persons (a “Participant”) participating interests in all or any portion of its Obligations, its Commitment, and the other rights and interests of that Lender (the “Originating Lender”) hereunder and under the other Loan Documents; provided, that (i) the Originating Lender shall remain a “Lender” for all purposes of this Agreement and the other Loan Documents and the Participant receiving the participating interest in the Obligations, the Commitments, and the other rights and interests of the Originating Lender hereunder shall not constitute a “Lender” hereunder or under the other Loan Documents and the Originating Lender’s obligations under this Agreement shall remain unchanged, (ii) the Originating Lender shall remain solely responsible for the performance of such obligations, (iii) Borrowers, Agent, and the Lenders shall continue to deal solely and directly with the Originating Lender in connection with the Originating Lender’s rights and obligations under this Agreement and the other Loan Documents, (iv) no Lender shall transfer or grant any participating interest under which the Participant has the right to approve any amendment to,

or any consent or waiver with respect to, this Agreement or any other Loan Document, except to the extent such amendment to, or consent or waiver with respect to this Agreement or of any other Loan Document would (A) extend the final maturity date of the Obligations hereunder in which such Participant is participating, (B) reduce the interest rate applicable to the Obligations hereunder in which such Participant is participating, (C) release all or substantially all of the Collateral or guaranties (except to the extent expressly provided herein or in any of the Loan Documents) supporting the Obligations hereunder in which such Participant is participating, (D) postpone the payment of, or reduce the amount of, the interest or fees payable to such Participant through such Lender (other than a waiver of default interest), or (E) decreases the amount or postpones the due dates of scheduled principal repayments or prepayments or premiums payable to such Participant through such Lender, (v) no participation shall be sold to a natural person, (vi) so long as no Specified Event of Default has occurred and is continuing, no participation shall be sold to an Ineligible Institution, (vii) so long as no Specified Event of Default has occurred and is continuing, no participation shall be sold to a Competitor, and (viii) all amounts payable by Borrowers hereunder shall be determined as if such Lender had not sold such participation, except that, if amounts outstanding under this Agreement are due and unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of set off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement. The rights of any Participant only shall be derivative through the Originating Lender with whom such Participant participates and no Participant shall have any rights under this Agreement or the other Loan Documents or any direct rights as to the other Lenders, Agent, Borrowers, the Collateral, or otherwise in respect of the Obligations. No Participant shall have the right to participate directly in the making of decisions by the Lenders among themselves. Notwithstanding the foregoing, the Loan Parties hereby agree that each Participant shall be entitled to the rights and benefits of Section 16 as if it were a Lender provided that such Participant complies with the provisions of Section 16 applicable to it.

(f) In connection with any such assignment or participation or proposed assignment or participation or any grant of a security interest in, or pledge of, its rights under and interest in this Agreement, a Lender may, subject to the provisions of Section 17.9, disclose all documents and information which it now or hereafter may have relating to any Loan Party and its Subsidiaries and their respective businesses.

(g) Any other provision in this Agreement notwithstanding, any Lender may at any time create a security interest in, or pledge, all or any portion of its rights under and interest in this Agreement in favor of any Federal Reserve Bank in accordance with Regulation A of the Federal Reserve Bank or U.S. Treasury Regulation 31 CFR §203.24, and such Federal Reserve Bank may enforce such pledge or security interest in any manner permitted under applicable law.

(h) Agent (as a non-fiduciary agent on behalf of Borrowers) shall maintain, or cause to be maintained, a register (the "Register") on which it enters the name and address of each Lender as the registered owner of each Term Loan and Revolver Commitments (and the principal amount thereof and stated interest thereon) held by such Lender (each, a "Registered Loan"). Other than in connection with an assignment by a Lender of all or any portion of its portion of each Term Loan and Revolver Commitments to an Affiliate of such Lender or a Related Fund of such Lender (i) a Registered Loan (and the registered note, if any, evidencing the same) may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register (and each registered note shall expressly so provide) and (ii) any assignment or sale of all or part of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by registration of such assignment or sale on the Register, together with the surrender of the registered note, if any, evidencing the same duly endorsed by (or accompanied by a written instrument of assignment or sale duly executed by) the holder of such registered note, whereupon, at the request of the designated assignee(s) or transferee(s), one or more new registered notes in the same

aggregate principal amount shall be issued to the designated assignee(s) or transferee(s). Prior to the registration of assignment or sale of any Registered Loan (and the registered note, if any evidencing the same), Borrowers shall treat the Person in whose name such Registered Loan (and the registered note, if any, evidencing the same) is registered as the owner thereof for the purpose of receiving all payments thereon and for all other purposes, notwithstanding notice to the contrary. In the case of any assignment by a Lender of all or any portion of its Term Loan and Revolver Commitments to an Affiliate of such Lender or a Related Fund of such Lender, and which assignment is not recorded in the Register, the assigning Lender, on behalf of Borrowers, shall maintain a register comparable to the Register.

(i) In the event that a Lender sells participations in the Registered Loan, such Lender, as a non-fiduciary agent on behalf of Borrowers, shall maintain (or cause to be maintained) a register on which it enters the name of all participants in the Registered Loans held by it (and the principal amount (and stated interest thereon) of the portion of such Registered Loans that is subject to such participations) (the "Participant Register"). A Registered Loan (and the Registered Note, if any, evidencing the same) may be participated in whole or in part only by registration of such participation on the Participant Register (and each registered note shall expressly so provide). Any participation of such Registered Loan (and the registered note, if any, evidencing the same) may be effected only by the registration of such participation on the Participant Register. Each Lender shall have an obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person only to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations.

(j) Agent shall make a copy of the Register (and each Lender shall make a copy of its Participant Register in the extent it has one) available for review by Borrowers from time to time as Borrowers may reasonably request.

13.2. **Successors.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, that none of Holdings or any Borrower may assign this Agreement or any rights or duties hereunder without the Lenders' prior written consent and any prohibited assignment shall be absolutely void *ab initio*. No consent to assignment by the Lenders shall release any Borrower from its Obligations. A Lender may assign this Agreement and the other Loan Documents and its rights and duties hereunder and thereunder pursuant to Section 13.1 and, except as expressly required pursuant to Section 13.1, no consent or approval by Holdings or any Borrower is required in connection with any such assignment.

14. AMENDMENTS; WAIVERS.

14.1. Amendments and Waivers.

(a) No amendment, waiver or other modification of any provision of this Agreement or any other Loan Document (other than Bank Product Agreements or the Fee Letter), and no consent with respect to any departure by Holdings or any Borrower therefrom, shall be effective unless the same shall be in writing and signed by the Required Lenders (or by Agent at the written request of the Required Lenders) and the Loan Parties, if applicable, that are party thereto and then any such waiver or consent shall be effective, but only in the specific instance and for the specific purpose for which given; provided, that no such waiver, amendment, or consent shall, unless in writing and signed by all of the Lenders directly affected thereby and all of the Loan Parties, if applicable, that are party thereto, do any of the following:

(i) increase the amount of or extend the expiration date of any Commitment of any Lender or amend, modify, or eliminate the last sentence of Section 2.4(c)(i),

(ii) postpone or delay any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees, or other amounts due hereunder or under any other Loan Document,

(iii) reduce the principal of, or the rate of interest on, any loan or other extension of credit hereunder, or reduce any fees or other amounts payable hereunder or under any other Loan Document (except (y) in connection with the waiver of applicability of Section 2.6(c) (which waiver shall be effective with the written consent of the Required Lenders), and (z) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or a reduction of fees for purposes of this clause (iii)),

(iv) amend, modify, or eliminate this Section or any provision of this Agreement providing for consent or other action by all Lenders,

(v) amend, modify, or eliminate Section 3.1,

(vi) amend, modify, or eliminate Section 15.11,

(vii) other than as permitted by Section 15.11, release Agent's Lien in and to any of the Collateral,

(viii) amend, modify, or eliminate the definitions of "Required Lenders", "Required Revolving Lenders", or "Pro Rata Share",

(ix) contractually subordinate any of Agent's Liens,

(x) other than in connection with a merger, amalgamation, liquidation, dissolution or sale of such Person expressly permitted by the terms hereof or the other Loan Documents, release any Borrower or any Guarantor from any obligation for the payment of money or consent to the assignment or transfer by any Borrower or any Guarantor of any of its rights or duties under this Agreement or the other Loan Documents,

(xi) amend, modify, or eliminate any of the provisions of Section 2.4(b)(i), (ii) or (iii), or

(xii) amend, modify, or eliminate any of the provisions of Section 13.1 with respect to assignments to, or participations with, Persons who are Loan Parties or their Affiliates

(b) No amendment, waiver, modification, or consent shall amend, modify, waive, or eliminate,

(i) the definition of, or any of the terms or provisions of, the Fee Letter, without the written consent of Agent and Borrowers (and shall not require the written consent of any of the Lenders, except to the extent set forth in the Fee Letter),

(ii) any provision of Section 15 pertaining to Agent, or any other rights or duties of Agent under this Agreement or the other Loan Documents, without the written consent of Agent, Borrowers, and the Required Lenders,

(iii) Section 3.2 without the written consent of Required Revolving Lenders, all of the Lenders directly affected thereby, and Borrowers (and shall not require the written consent of Required Lenders);

(c) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive any provision of this Agreement or the other Loan Documents pertaining to an Issuing Bank, or any other rights or duties of an Issuing Bank under this Agreement or the other Loan Documents, without the written consent of such Issuing Bank, Agent, Borrowers and the Required Lenders;

(d) [Reserved]; and

(e) Anything in this Section 14.1 to the contrary notwithstanding, (i) any amendment, modification, elimination, waiver, consent, termination, or release of, or with respect to, any provision of this Agreement or any other Loan Document that relates only to the relationship of the Lender Group among themselves, and that does not affect the rights or obligations of any Borrower, shall not require consent by or the agreement of any Loan Party, and (ii) any amendment, waiver, modification, elimination, or consent of or with respect to any provision of this Agreement or any other Loan Document may be entered into without the consent of, or over the objection of, any Defaulting Lender other than any of the matters governed by Section 14.1(a)(i), through (iii) that affect such Lender.

14.2. **Replacement of Certain Lenders.**

(a) If (i) any action to be taken by the Lender Group or Agent hereunder requires the consent, authorization, or agreement of all Lenders or all Lenders affected thereby and if such action has received the consent, authorization, or agreement of the Required Lenders but not of all Lenders or all Lenders affected thereby, or (ii) any Lender makes a claim for compensation under Section 16 and fails to use reasonable best efforts to designate a different one of its lending offices or to assign its rights and obligations hereunder to another of its offices or branches (at the request of Administrative Borrower) that would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender, then Borrowers or Agent, upon at least 5 Business Days prior irrevocable notice, may permanently replace any Lender that failed to give its consent, authorization, or agreement (a “Non-Consenting Lender”) or any Lender that made a claim for compensation (a “Tax Lender”) with one or more Replacement Lenders, and the Non-Consenting Lender or Tax Lender, as applicable, shall have no right to refuse to be replaced hereunder. Such notice to replace the Non-Consenting Lender or Tax Lender, as applicable, shall specify an effective date for such replacement, which date shall not be later than 15 Business Days after the date such notice is given.

(b) Prior to the effective date of such replacement, the Non-Consenting Lender or Tax Lender, as applicable, and each Replacement Lender shall execute and deliver an Assignment and Acceptance, subject only to the Non-Consenting Lender or Tax Lender, as applicable, being repaid in full its share of the outstanding Obligations (without any premium or penalty of any kind whatsoever, but including (i) all interest, fees and other amounts that may be due in payable in respect thereof (including the Applicable Call Protection that would have been payable if the Term Loans of such Non-Consenting Lender or Tax Lender subject to such Assignment Acceptance had been voluntarily prepaid by the Borrowers pursuant to Section 2.4(d)(ii)), and (ii) an assumption of its Pro Rata Share of participations in the Letters of Credit). If the Non-Consenting Lender or Tax Lender, as applicable, shall refuse or fail to execute and deliver any such Assignment and Acceptance prior to the effective date of such replacement,

Agent may, but shall not be required to, execute and deliver such Assignment and Acceptance in the name or and on behalf of the Non-Consenting Lender or Tax Lender, as applicable, and irrespective of whether Agent executes and delivers such Assignment and Acceptance, the Non-Consenting Lender or Tax Lender, as applicable, shall be deemed to have executed and delivered such Assignment and Acceptance. The replacement of any Non-Consenting Lender or Tax Lender, as applicable, shall be made in accordance with the terms of Section 13.1. Until such time as one or more Replacement Lenders shall have acquired all of the Obligations, the Commitments, and the other rights and obligations of the Non-Consenting Lender or Tax Lender, as applicable, hereunder and under the other Loan Documents, the Non-Consenting Lender or Tax Lender, as applicable, shall remain obligated to make the Non-Consenting Lender's or Tax Lender's, as applicable, Pro Rata Share of Revolving Loans and to purchase a participation in each Letter of Credit, in an amount equal to its Pro Rata Share of participations in such Letters of Credit.

14.3. **No Waivers; Cumulative Remedies.** No failure by Agent or any Lender to exercise any right, remedy, or option under this Agreement or any other Loan Document, or delay by Agent or any Lender in exercising the same, will operate as a waiver thereof. No waiver by Agent or any Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Agent or any Lender on any occasion shall affect or diminish Agent's and each Lender's rights thereafter to require strict performance by Holdings, and Borrowers of any provision of this Agreement. Agent's and each Lender's rights under this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that Agent or any Lender may have.

15. AGENT; THE LENDER GROUP.

15.1. **Appointment and Authorization of Agent.** Each Lender hereby designates and appoints Monroe Capital as Agent under this Agreement and the other Loan Documents, and each Lender hereby irrevocably authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to designate, appoint, and authorize) Agent to execute and deliver each of the other Loan Documents on its behalf and to take such other action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to Agent by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Agent agrees to act as agent for and on behalf of the Lenders (and the Bank Product Providers) on the conditions contained in this Section 15. Any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document notwithstanding, Agent shall not have any duties or responsibilities, except those expressly set forth herein or in the other Loan Documents, nor shall Agent have or be deemed to have any fiduciary relationship with any Lender (or Bank Product Provider), and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against Agent. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement or the other Loan Documents with reference to Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only a representative relationship between independent contracting parties. Each Lender hereby further authorizes (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent to act as the secured party under each of the Loan Documents that create a Lien on any item of Collateral. Except as expressly otherwise provided in this Agreement, Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions that Agent expressly is entitled to take or assert under or pursuant to this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, or of any other provision of the Loan Documents that provides rights or powers to Agent, Lenders agree that Agent shall have the right to exercise the following powers as long as this Agreement remains in effect: (a) maintain, in accordance with its

customary business practices, ledgers and records reflecting the status of the Obligations, the Collateral, payments and proceeds of Collateral, and related matters, (b) execute or file any and all financing or similar statements or notices, amendments, renewals, supplements, documents, instruments, proofs of claim, notices and other written agreements with respect to the Loan Documents, (c) make Revolving Loans, for itself or on behalf of Lenders, as provided in the Loan Documents, (d) exclusively receive, apply, and distribute payments and proceeds of the Collateral as provided in the Loan Documents, (e) open and maintain such bank accounts and cash management arrangements as Agent deems necessary and appropriate in accordance with the Loan Documents for the foregoing purposes, (f) perform, exercise, and enforce any and all other rights and remedies of the Lender Group with respect to a Loan Party or its Subsidiaries, the Obligations, the Collateral, or otherwise related to any of same as provided in the Loan Documents, and (g) incur and pay such Lender Group Expenses as Agent may deem necessary or appropriate for the performance and fulfillment of its functions and powers pursuant to the Loan Documents. Each of the Lenders hereby releases (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to release) the Agent, to the extent legally possible, from any restrictions on representing several persons and self-dealing under any applicable law, and in particular from the restrictions pursuant to Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) to make use of any authorization granted under this Agreement and to perform its duties and obligations as Agent in its capacity as agent hereunder and under the other Loan Documents.

15.2. **Delegation of Duties.** Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys in fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Agent shall not be responsible for the negligence or misconduct of any agent or attorney in fact that it selects as long as such selection was made without gross negligence or willful misconduct.

15.3. **Liability of Agent.** None of the Agent-Related Persons shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct), or (b) be responsible in any manner to any of the Lenders (or Bank Product Providers) for any recital, statement, representation or warranty made by a Loan Party or any of its Subsidiaries or Affiliates, or any officer or director thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of a Loan Party or its Subsidiaries or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lenders (or Bank Product Providers) to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the books and records or properties of a Loan Party or its Subsidiaries.

15.4. **Reliance by Agent.** Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, telefacsimile or other electronic method of transmission, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Holdings, and Borrowers or counsel to any Lender), independent accountants and other experts selected by Agent. Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless Agent shall first receive such advice or concurrence of the Lenders as it deems appropriate and until such instructions are received, Agent shall act, or refrain from acting, as it deems advisable. If Agent so requests, it shall first be indemnified to its reasonable satisfaction by the Lenders (and, if it so elects, the

Bank Product Providers) against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Lenders (and Bank Product Providers).

15.5. **Notice of Default or Event of Default.** No Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except with respect to defaults in the payment of principal, interest, fees, and expenses required to be paid to Agent for the account of the Lenders and, except with respect to Events of Default of which Agent has actual knowledge, unless Agent shall have received written notice from a Lender or Borrowers referring to this Agreement, describing such Default or Event of Default, and stating that such notice is a “notice of default.” Agent promptly will notify the Lenders of its receipt of any such notice or of any Event of Default of which Agent has actual knowledge. If any Lender obtains actual knowledge of any Event of Default, such Lender promptly shall notify the other Lenders and Agent of such Event of Default. Each Lender shall be solely responsible for giving any notices to its Participants, if any. Subject to Section 15.4, Agent shall take such action with respect to such Default or Event of Default as may be requested by the Required Lenders in accordance with Section 9; provided, that unless and until Agent has received any such request, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable.

15.6. **Credit Decision.** Each Lender (and Bank Product Provider) acknowledges that none of the Agent-Related Persons has made any representation or warranty to it, and that no act by Agent hereinafter taken, including any review of the affairs of a Loan Party and its Subsidiaries or Affiliates, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender (or Bank Product Provider). Each Lender represents (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to represent) to Agent that it has, independently and without reliance upon any Agent-Related Person and based on such due diligence, documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of each Borrower or any other Person party to a Loan Document, and all applicable bank regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to Borrowers. Each Lender also represents (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to represent) that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of each Borrower or any other Person party to a Loan Document. Except for notices, reports, and other documents expressly herein required to be furnished to the Lenders by Agent, no Agent shall have any duty or responsibility to provide any Lender (or Bank Product Provider) with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any Borrower or any other Person party to a Loan Document that may come into the possession of any of the Agent-Related Persons. Each Lender acknowledges (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that no Agent has any duty or responsibility, either initially or on a continuing basis (except to the extent, if any, that is expressly specified herein) to provide such Lender (or Bank Product Provider) with any credit or other information with respect to any Borrower, its Affiliates or any of their respective business, legal, financial or other affairs, and irrespective of whether such information came into Agent’s or its Affiliates’ or representatives’ possession before or after the date on which such Lender became a party to this Agreement (or such Bank Product Provider entered into a Bank Product Agreement).

15.7. **Costs and Expenses; Indemnification**. Agent may incur and pay Lender Group Expenses to the extent Agent reasonably deems necessary or appropriate for the performance and fulfillment of its functions, powers, and obligations pursuant to the Loan Documents, including court costs, attorneys' fees and expenses, fees and expenses of financial accountants, advisors, consultants, and appraisers, costs of collection by outside collection agencies, auctioneer fees and expenses, and costs of security guards or insurance premiums paid to maintain the Collateral, whether or not Borrowers are obligated to reimburse Agent or Lenders for such expenses pursuant to this Agreement or otherwise. Agent is authorized and directed to deduct and retain sufficient amounts from payments or proceeds of the Collateral received by Agent to reimburse Agent for such out-of-pocket costs and expenses prior to the distribution of any amounts to Lenders (or Bank Product Providers). In the event Agent is not reimbursed for such costs and expenses by any Loan Party or its Subsidiaries, each Lender hereby agrees that it is and shall be obligated to pay to Agent such Lender's ratable share thereof. Whether or not the transactions contemplated hereby are consummated, each of the Lenders, on a ratable basis, shall indemnify and defend the Agent-Related Persons (to the extent not reimbursed by or on behalf of Borrowers and without limiting the obligation of Borrowers to do so) from and against any and all Indemnified Liabilities; provided, that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting solely from such Person's gross negligence or willful misconduct nor shall any Lender be liable for the obligations of any Defaulting Lender in failing to make a Revolving Loan or other extension of credit hereunder. Without limitation of the foregoing, each Lender shall reimburse Agent upon demand for such Lender's ratable share of any costs or out of pocket expenses (including attorneys, accountants, advisors, and consultants fees and expenses) incurred by Agent in connection with the preparation, execution, delivery, administration, modification, amendment, or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement or any other Loan Document to the extent that Agent is not reimbursed for such expenses by or on behalf of Borrowers. The undertaking in this Section shall survive the payment of all Obligations hereunder and the resignation or replacement of Agent.

15.8. **Agent in Individual Capacities**. Monroe Capital and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire Equity Interests in, and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with any Loan Party and its Subsidiaries and Affiliates and any other Person party to any Loan Document as though Monroe Capital was not Agent hereunder, and, in each case, without notice to or consent of the other members of the Lender Group. The other members of the Lender Group acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, pursuant to such activities, Monroe Capital or its Affiliates may receive information regarding a Borrower or its Affiliates or any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of such Borrower or such other Person and that prohibit the disclosure of such information to the Lenders (or Bank Product Providers), and the Lenders acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver Agent will use its reasonable best efforts to obtain), Agent shall not be under any obligation to provide such information to them. The terms "Lender" and "Lenders" include Monroe Capital in its individual capacity.

15.9. **Successor Agent**. Agent may resign as Agent upon 30 days' (10 days if an Event of Default has occurred and is continuing) prior written notice to the Lenders (unless such notice is waived by the Required Lenders) and Borrowers (unless such notice is waived by Borrowers or an Event of Default has occurred and is continuing) and without any notice to the Bank Product Providers. If Agent resigns under this Agreement, the Required Lenders shall be entitled, with (so long as no Event of Default has occurred and is continuing) the consent of Borrowers (such consent not to be unreasonably withheld, delayed, or conditioned), appoint a successor Agent for the Lenders (and the Bank Product Providers). If,

at the time that Agent's resignation is effective, it is acting as an Issuing Bank, such resignation shall also operate to effectuate its resignation as an Issuing Bank, and it shall automatically be relieved of any further obligation to issue Letters of Credit or to cause the Underlying Issuer to issue Letters of Credit. If no successor Agent is appointed prior to the effective date of the resignation of Agent, Agent may appoint, after consulting with the Lenders and Borrowers, a successor Agent. If Agent has materially breached or failed to perform any material provision of this Agreement or of applicable law, the Required Lenders may agree in writing to remove and replace Agent with a successor Agent from among the Lenders with (so long as no Event of Default has occurred and is continuing) the consent of Borrowers (such consent not to be unreasonably withheld, delayed, or conditioned). In any such event, upon the acceptance of its appointment as successor Agent hereunder, such successor Agent shall succeed to all the rights, powers, and duties of the retiring Agent, and the term "Agent" shall mean such successor Agent, and the retiring Agent's appointment, powers, and duties as Agent shall be terminated. After any retiring Agent's resignation hereunder as Agent, the provisions of this Section 15 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement. If no successor Agent has accepted appointment as Agent by the date which is 30 days following a retiring Agent's notice of resignation, the retiring Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of Agent hereunder until such time, if any, as the Lenders appoint a successor Agent, as provided for above.

15.10. **Lender in Individual Capacity.** Any Lender and its respective Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, provide Bank Products to, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting, or other business with a Loan Party and its Subsidiaries and Affiliates and any other Person party to any Loan Documents as though such Lender were not a Lender hereunder without notice to or consent of the other members of the Lender Group (or the Bank Product Providers). The other members of the Lender Group acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, pursuant to such activities, such Lender and its respective Affiliates may receive information regarding a Borrower or its Affiliates or any other Person party to any Loan Documents that is subject to confidentiality obligations in favor of such Borrower or such other Person and that prohibit the disclosure of such information to the Lenders, and the Lenders acknowledge (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to acknowledge) that, in such circumstances (and in the absence of a waiver of such confidentiality obligations, which waiver such Lender will use its reasonable best efforts to obtain), such Lender shall not be under any obligation to provide such information to them.

15.11. **Collateral Matters.**

(a) The Lenders hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent to release any Lien on any Collateral (i) upon the termination of the Commitments and payment and satisfaction in full by Borrowers of all of the Obligations, (ii) constituting property being sold or disposed of if a release is required or desirable in connection therewith and if Borrowers certify to Agent that the sale or disposition is permitted under Section 6.4 (and Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property in which neither any Loan Party nor any of its Subsidiaries owned any interest at the time Agent's Lien was granted nor at any time thereafter, (iv) constituting property leased or licensed to any Loan Party or its Subsidiaries under a lease or license that has expired or is terminated in a transaction permitted under this Agreement, or (v) in connection with a credit bid or purchase authorized under this Section 15.11. The Loan Parties and the Lenders hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to authorize) Agent, based upon the instruction of the Required Lenders, to (a) consent to the sale of, credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale thereof conducted

under the provisions of the Bankruptcy Code, including Section 363 of the Bankruptcy Code or pursuant to an order of any court of competent jurisdiction supervising an Insolvency Proceeding, (b) credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale or other disposition thereof conducted under the provisions of the Code, including pursuant to Sections 9-610 or 9-620 of the Code, or (c) credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any other sale or foreclosure conducted or consented to by Agent in accordance with applicable law in any judicial action or proceeding or by the exercise of any legal or equitable remedy. In connection with any such credit bid or purchase, (i) the Obligations owed to the Lenders and the Bank Product Providers shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not impair or unduly delay the ability of Agent to credit bid or purchase at such sale or other disposition of the Collateral and, if such contingent or unliquidated claims cannot be estimated without impairing or unduly delaying the ability of Agent to credit bid at such sale or other disposition, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the Collateral that is the subject of such credit bid or purchase) and the Lenders and the Bank Product Providers whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the Collateral that is the subject of such credit bid or purchase (or in the Equity Interests of the any entities that are used to consummate such credit bid or purchase), and (ii) Agent, based upon the instruction of the Required Lenders, may accept non-cash consideration, including debt and equity securities issued by any entities used to consummate such credit bid or purchase and in connection therewith Agent may reduce the Obligations owed to the Lenders and the Bank Product Providers (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) based upon the value of such non-cash consideration; provided, that Bank Product Obligations not entitled to the application set forth in Section 2.4(b)(iii)(I) shall not be entitled to be, and shall not be, credit bid, or used in the calculation of the ratable interest of the Lenders and Bank Product Providers in the Obligations which are credit bid. Except as provided above, Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (y) if the release is of all or substantially all of the Collateral, all of the Lenders (without requiring the authorization of the Bank Product Providers), or (z) otherwise, the Required Lenders (without requiring the authorization of the Bank Product Providers). Upon request by Agent or Borrowers at any time, the Lenders will (and if so requested, the Bank Product Providers will) confirm in writing Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 15.11; provided, that (1) anything to the contrary contained in any of the Loan Documents notwithstanding, Agent shall not be required to execute any document or take any action necessary to evidence such release on terms that, in Agent's opinion, could expose Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly released) upon (or obligations of Borrowers in respect of) any and all interests retained by any Borrower, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral. Each Lender further hereby irrevocably authorize (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to irrevocably authorize) Agent, at its option and in its sole discretion, to subordinate any Lien granted to or held by Agent under any Loan Document to the holder of any Permitted Lien on such property if such Permitted Lien secures Permitted Purchase Money Indebtedness.

(b) Agent shall have no obligation whatsoever to any of the Lenders (or the Bank Product Providers) (i) to verify or assure that the Collateral exists or is owned by any Loan Party or its Subsidiaries or is cared for, protected, or insured or has been encumbered, (ii) to verify or assure that Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, (iii) to impose, maintain, increase, reduce, implement, or eliminate any particular reserve hereunder or to determine whether the amount of any reserve is appropriate or not,

or (iv) to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, Agent may act in any manner it may deem appropriate, in its sole discretion given Agent's own interest in the Collateral in its capacity as one of the Lenders and that Agent shall have no other duty or liability whatsoever to any Lender (or Bank Product Provider) as to any of the foregoing, except as otherwise expressly provided herein.

15.12. **Restrictions on Actions by Lenders; Sharing of Payments.**

(a) Each of the Lenders agrees that it shall not, without the express written consent of Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the written request of Agent, set off against the Obligations, any amounts owing by such Lender to any Loan Party or its Subsidiaries or any deposit accounts of any Loan Party or its Subsidiaries now or hereafter maintained with such Lender. Each of the Lenders further agrees that it shall not, unless specifically requested to do so in writing by Agent, take or cause to be taken any action, including, the commencement of any legal or equitable proceedings to enforce any Loan Document against any Borrower or any Guarantor or to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) If, at any time or times any Lender shall receive (i) by payment, foreclosure, setoff, or otherwise, any proceeds of Collateral or any payments with respect to the Obligations, except for any such proceeds or payments received by such Lender from Agent pursuant to the terms of this Agreement, or (ii) payments from Agent in excess of such Lender's Pro Rata Share of all such distributions by Agent, such Lender promptly shall (A) turn the same over to Agent, in kind, and with such endorsements as may be required to negotiate the same to Agent, or in immediately available funds, as applicable, for the account of all of the Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (B) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their Pro Rata Shares; provided, that to the extent that such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

15.13. **Agency for Perfection.** Agent hereby appoints each other Lender (and each Bank Product Provider) as its agent (and each Lender hereby accepts (and by entering into a Bank Product Agreement, each Bank Product Provider shall be deemed to accept) such appointment) for the purpose of perfecting Agent's Liens in assets which, in accordance with Article 8 or Article 9, as applicable, of the Code can be perfected by possession or control. Should any Lender obtain possession or control of any such Collateral, such Lender shall notify Agent thereof, and, promptly upon Agent's request therefor shall deliver possession or control of such Collateral to Agent or in accordance with Agent's instructions.

15.14. **Payments by Agent to the Lenders.** All payments to be made by Agent to the Lenders (or Bank Product Providers) shall be made by bank wire transfer of immediately available funds pursuant to such wire transfer instructions as each party may designate for itself by written notice to Agent. Concurrently with each such payment, Agent shall identify whether such payment (or any portion thereof) represents principal, premium, fees, or interest of the Obligations.

15.15. **Concerning the Collateral and Related Loan Documents.** Each member of the Lender Group authorizes and directs Agent to enter into this Agreement and the other Loan Documents. Each member of the Lender Group agrees (and by entering into a Bank Product Agreement, each Bank Product

Provider shall be deemed to agree) that any action taken by Agent in accordance with the terms of this Agreement or the other Loan Documents relating to the Collateral and the exercise by Agent of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders (and such Bank Product Provider).

15.16. **Parallel Debt.**

(a) Subject to any Guarantee Limitations (without double counting or double application where already applied to reduce the amount of any relevant Obligations), each Loan Party hereby irrevocably and unconditionally undertakes to pay to the Agent as creditor in its own right and not as a representative of the other Secured Parties amounts equal to any amounts owing from time to time by that Loan Party to any Lender under any of the Loan Documents, including any guarantee, as and when those amounts are due (the "Parallel Debt").

(b) Each Loan Party and the Agent acknowledge that the obligations of each Loan Party under clause (a) above are several and are separate and independent from, and shall not in any way limit or affect, the corresponding obligations of that Loan Party to any Lender under any of the Loan Documents, including any guarantee, (its "Corresponding Debt") nor shall the amounts for which each Loan Party is liable under clause (a) above (its Parallel Debt) be limited or affected in any way by its Corresponding Debt provided that: (i) the Parallel Debt of each Loan Party shall be decreased to the extent that its Corresponding Debt has been irrevocably paid or (in the case of guarantee obligations) discharged; and (ii) the Corresponding Debt of each Loan Party shall be decreased to the extent that its Parallel Debt has been irrevocably paid or (in the case of guarantee obligations) discharged; and (iii) the amount of the Parallel Debt of a Loan Party shall at all times be equal to the amount of its Corresponding Debt.

(c) For the purpose of this Section 15.16, the Agent acts in its own name and not as a trustee, and its claims in respect of the Parallel Debt shall not be held on trust. The Liens granted under the Loan Documents, including any guarantee, to the Agent to secure the Parallel Debt are granted to the Agent, in its capacity as creditor of the Parallel Debt, and shall not be held on trust.

(d) All moneys received or recovered by the Agent pursuant to this Section 15.16, and all amounts received or recovered by the Agent, from or by the enforcement of any Liens granted to secure the Parallel Debt, shall be applied in accordance with this Agreement.

(e) Without limiting or affecting the Agent's rights against the Loan Parties (whether under this Section 15.16 or under any other provision of the Loan Documents), each Lender acknowledges that: (i) nothing in this Section 15.16 shall impose any obligation on the Agent to advance any sum to any Lender or otherwise under any Loan Document, except in its capacity as lender; and (ii) for the purpose of any vote taken under any Loan Document, the Agent shall not be regarded as having any participation or commitment other than those which it has in its capacity as a lender, and (iii) for the purpose of any vote taken under any Loan Document, the Agent shall not be regarded as having any participation or commitment other than those which it has in its capacity as a lender.

(f) For the avoidance of doubt, any Guarantee Limitations applying to a Loan Party shall also apply to the enforcement of, or payment under, the Parallel Debt.

(g) Special Appointment of Agent (German Collateral).

(i) For the purposes of any security provided under the German Security Documents (where "German Collateral") means any security interest created under the Security Documents governed by German law) in addition to the provision set out above, the specific provisions set out in

paragraphs (i) to (vii) of this Section 15.16(g) shall be applicable. The provisions set out in paragraph (ii) to (vii) of this Section 15.16(g) shall not constitute a trust but a fiduciary relationship (*Treuhand*) within the meaning of German law.

(ii) With respect to any German Collateral constituted by non-accessory (*nicht akzessorische*) security interests, the Agent shall hold, administer and, as the case may be, enforce or release that German Collateral in its own name, but for the account of the Secured Parties.

(iii) With respect to any German Collateral constituted by accessory (*akzessorische*) security interests, the Agent shall administer and, as the case may be, enforce or release that German Collateral in the name of and for and on behalf of the Secured Parties and shall hold, administer and, as the case may be, enforce or release that German Collateral in its own name on the basis of its own rights under Section 15.16.

(iv) Each Secured Party (other than the Agent) hereby instructs and authorizes the Agent (with the right of sub-delegation) to act as its agent (*Stellvertreter*) and in particular (without limitation) to enter into and amend any documents evidencing German Collateral and to make and accept all declarations and take all actions it considers necessary or useful in connection with any German Collateral on behalf of that Secured Party. The Agent shall further be entitled to enforce or release any German Collateral, to perform any rights and obligations under any documents evidencing German Collateral and to execute new and different documents evidencing or relating to the German Collateral.

(v) At the request of the Agent, each Secured Party shall provide the Agent with a separate written power of attorney (*Spezialvollmacht*) for the purposes of executing any agreements and documents or otherwise acting on their behalf. Each Secured Party hereby ratifies and approves all acts previously done by the Agent on such secured party's behalf.

(vi) Each Secured Party hereby releases the Agent from the restrictions imposed by Section 181 German Civil Code (*Bürgerliches Gesetzbuch*) and similar restrictions applicable to it pursuant to any other law, in each case to the extent legally possible to that Secured Party. A Secured Party which is barred by its constitutional documents or by-laws from granting such exemption shall notify the Agent accordingly.

(vii) The Agent accepts its appointment as agent and administrator of the German Collateral on the terms and subject to the conditions set out in this Agreement and the Secured Parties, the Agent and all other parties to this Agreement agree that, in relation to any German Collateral, no Secured Party (other than the Agent in that capacity) shall exercise any independent power to enforce any German Collateral or take any other action in relation to the enforcement of the German Collateral, or make or receive any declarations in relation thereto.

15.17. **Financial Examination Reports; Confidentiality; Disclaimers by Lenders; Other Reports and Information.** By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that Agent furnish such Lender, promptly after it becomes available, a copy of each financial examination report respecting any Loan Party or its Subsidiaries (each, a "Report") prepared by or at the request of Agent, and Agent shall so furnish each Lender with such Reports,

(b) expressly agrees and acknowledges that Agent does not (i) make any representation or warranty as to the accuracy of any Report, and (ii) shall not be liable for any information contained in any Report,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that Agent or other party performing any financial examination will inspect only specific information regarding any Loan Party and its Subsidiaries and will rely significantly upon such Loan Party's and its Subsidiaries' books and records, as well as on representations of Borrowers' personnel,

(d) agrees to keep all Reports and other material, non-public information regarding any Loan Party and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 17.9, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of Borrowers, and (ii) to pay and protect, and indemnify, defend and hold Agent, and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including attorneys' fees and costs) incurred by Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

(f) In addition to the foregoing, (x) any Lender may from time to time request of Agent in writing that Agent provide to such Lender a copy of any report or document provided by any Loan Party or its Subsidiaries to Agent that has not been contemporaneously provided by such Loan Party or such Subsidiary to such Lender, and, upon receipt of such request, Agent promptly shall provide a copy of same to such Lender, (y) to the extent that Agent is entitled, under any provision of the Loan Documents, to request additional reports or information from any Loan Party or its Subsidiaries, any Lender may, from time to time, reasonably request Agent to exercise such right as specified in such Lender's notice to Agent, whereupon Agent promptly shall request of Borrowers the additional reports or information reasonably specified by such Lender, and, upon receipt thereof from such Borrower or such Subsidiary, Agent promptly shall provide a copy of same to such Lender, and (z) any time that Agent renders to Borrowers a statement regarding the Loan Account, Agent shall send a copy of such statement to each Lender.

15.18. **Several Obligations; No Liability.** Notwithstanding that certain of the Loan Documents now or hereafter may have been or will be executed only by or in favor of Agent in its capacity as such, and not by or in favor of the Lenders, any and all obligations on the part of Agent (if any) to make any credit available hereunder shall constitute the several (and not joint) obligations of the respective Lenders on a ratable basis, according to their respective Commitments, to make an amount of such credit not to exceed, in principal amount, at any one time outstanding, the amount of their respective Commitments. Nothing contained herein shall confer upon any Lender any interest in, or subject any Lender to any liability for, or in respect of, the business, assets, profits, losses, or liabilities of any other Lender. Each Lender shall be solely responsible for notifying its Participants of any matters relating to the Loan Documents to the extent any such notice may be required, and no Lender shall have any obligation, duty, or liability to any Participant of any other Lender. Except as provided in Section 15.7, no member of the Lender Group shall have any liability for the acts of any other member of the Lender Group. No Lender shall be responsible to any Borrower or any other Person for any failure by any other Lender (or Bank Product Provider) to fulfill its obligations to make credit available hereunder, nor to advance for such Lender (or

Bank Product Provider) or on its behalf, nor to take any other action on behalf of such Lender (or Bank Product Provider) hereunder or in connection with the financing contemplated herein.

16. WITHHOLDING TAXES.

16.1. **Payments Free of Taxes.** Any and all payments by or on account of any obligation of any Loan Party under any Loan Document will be made free and clear of, and without deduction or withholding for, any present or future Taxes unless required by applicable law. In the event a deduction or withholding of any Taxes from any payment is required by applicable law (as determined in the good faith discretion of the applicable withholding agent), then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount of such Taxes withheld or deducted to the relevant Governmental Authority in accordance with such applicable laws, and, to the extent such Taxes are Indemnified Taxes, such Loan Party shall pay such additional amounts as may be necessary so that the payment of all amounts due under this Agreement, any note, or Loan Document, including any amount paid pursuant to this Section 16.1, after such withholding or deduction for or on account of Indemnified Taxes will not be less than the amount provided for herein had no such withholding or deduction been made.

16.2. **Evidence of Payments.** As soon as practicable after any payment of Taxes to a Governmental Authority, the Loan Parties will furnish to the Agent, as provided in this Section 16.1, the original or certified copies of tax receipts evidencing such payments by the Loan Parties to the appropriate Governmental Authorities, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.

16.3. **Indemnification by the Borrowers.** The Borrowers agree to pay, or at the option of the Agent timely reimburse it for the payment of, any present or future stamp, court, intangible, recording, filing, value added, documentary or similar taxes or any other excise or property taxes, charges, or similar levies that arise from any payment made hereunder or from the execution, delivery, enforcement, performance, recordation, or filing of, or from the receipt or perfection of a security interest under, or otherwise with respect to this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment pursuant to Section 14.2 or a sale of a participation) (collectively, "Other Taxes"). Without duplication of the foregoing, the Loan Parties shall jointly and severally indemnify each Indemnified Person (as defined in Section 10.3) (collectively a "Tax Indemnitee"), and shall make payment in respect thereof within ten (10) days after demand therefor, for the full amount of Indemnified Taxes arising in connection with this Agreement or any other Loan Document or breach thereof by any Loan Party paid or payable by such Tax Indemnitee or required to be withheld or deducted from a payment to such Tax Indemnitee (including, without limitation, any Indemnified Taxes imposed or asserted on, or attributable to, amounts payable under this Section 16) and all reasonable costs and expenses related thereto (including fees and disbursements of attorneys and other tax professionals), as and when they are incurred and irrespective of whether suit is brought, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. The obligations of the Loan Parties under this Section 16 shall survive the termination of this Agreement, the resignation and replacement of the Agent, and the repayment of the Obligations.

16.4. **Indemnification by the Lenders.** Each Lender shall severally indemnify the Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure

to comply with the provisions of Section 13.1(i) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Agent to the Lender from any other source against any amount due to the Agent under this paragraph (e).

16.5. Status of Lenders.

(a) If a Lender or Participant is entitled to claim an exemption or reduction from United States withholding tax with respect to payments made under the Loan Documents, such Lender or Participant shall deliver to Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times reasonably requested by the Borrower or the Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. Notwithstanding anything to the contrary in the preceding sentence, the completion, execution and submission of such documentation (other than such documentation set forth in clauses (a)(i), (a)(ii) and (d) below) shall not be required if in the Lender's or Participant's reasonable judgment such completion, execution or submission would subject such Lender or Participant to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender or Participant. Nothing in this Section 16.2 shall require a Lender or Participant to disclose its Tax returns. Without limiting the generality of the foregoing:

(i) Any Lender or Participant that is a U.S. Person shall provide executed copies of IRS Form W-9 certifying that such Lender or Participant is exempt from U.S. federal backup withholding tax;

(ii) Any Foreign Lender shall, to the extent it is legally entitled to do so provide whichever of the following is applicable:

(A) if such Lender or Participant is entitled to claim an exemption from, or a reduction of, withholding tax under an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(B) if such Lender or Participant is entitled to claim an exemption from United States withholding tax pursuant to the portfolio interest exception under Section 881(c) of the IRC, (A) a certificate substantially in the form of Exhibit Q-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the IRC, a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the IRC, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the IRC (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W 8BEN-E; or

(C) if such Lender or Participant is entitled to claim that interest paid under this Agreement is exempt from United States withholding tax because it is effectively connected with a United States trade or business of such Lender, a properly completed and executed copy of IRS Form W-8ECI; or

(D) if such Lender or Participant is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E (or W-8BEN, as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit Q-2 or Exhibit Q-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that, if such Lender or Participant is a partnership and one or more direct or indirect partners of such Lender or Participant are claiming the portfolio interest exemption, such Lender or Participant may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit Q-4 on behalf of each such direct and indirect partner.

(b) Each Lender or Participant shall provide new forms (or successor forms) upon the expiration or obsolescence of any previously delivered forms and to promptly notify the Borrower and the Agent (or, in the case of a Participant, to the Lender granting the participation only) of any change in circumstances which would modify or render invalid any claimed exemption or reduction. Notwithstanding the prior sentence, no Lender or Participant shall be required to update any form or provide any successor form to the extent the Lender or Participant is not legally permitted to do so.

(c) Any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or Agent to determine the withholding or deduction required to be made.

16.6. If a payment made to a Lender under any Loan Document would be subject to U.S. federal income withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the IRC, as applicable), such Lender shall deliver to the Borrower and the Agent (or, in the case of a Participant, to the Lender granting the participation only) at the time or times prescribed by law and at such time or times reasonably requested by Agent (or, in the case of a Participant, the Lender granting the participation) such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the IRC) and such additional documentation reasonably requested by the Borrower or the Agent (or, in the case of a Participant, the Lender granting the participation) as may be necessary for Agent or the Borrowers to comply with their respective obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (d), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

16.7. **Reductions.**

(a) If a Lender or a Participant is subject to an applicable withholding tax, Agent (or, in the case of a Participant, the Lender granting the participation) may withhold from any payment to such Lender or such Participant an amount equivalent to the applicable withholding tax. If the forms or other documentation required by Section 16.2(a) or 16.2(c) are not delivered to Agent (or, in the case of a Participant, to the Lender granting the participation), then Agent (or, in the case of a Participant, to the

Lender granting the participation) may withhold from any payment to such Lender or such Participant not providing such forms or other documentation an amount equivalent to the applicable withholding tax.

(b) If the IRS or any other Governmental Authority of the United States or other jurisdiction asserts a claim that Agent (or, in the case of a Participant, to the Lender granting the participation) did not properly withhold tax from amounts paid to or for the account of any Lender or any Participant due to a failure on the part of the Lender or any Participant (because such Lender or Participant did not comply with Section 16.2) such Lender shall indemnify and hold Agent harmless (or, in the case of a Participant, such Participant shall indemnify and hold the Lender granting the participation harmless) for all amounts paid, directly or indirectly, by Agent (or, in the case of a Participant, to the Lender granting the participation), as tax or otherwise, including penalties and interest, and including any taxes imposed by any jurisdiction on the amounts payable to Agent (or, in the case of a Participant, to the Lender granting the participation only) under this Section 16, together with all costs and expenses (including attorneys' fees and expenses) arising therefrom or with respect thereto. The obligation of the Lenders and the Participants under this subsection shall survive the payment of all Obligations and the resignation or replacement of Agent.

16.8. **Refunds.** If any party determines, in its sole discretion, that it has received a refund of any Taxes as to which it has been indemnified by or received additional amounts from another party pursuant to this Section 16, so long as no Default or Event of Default has occurred and is continuing, it shall pay over such refund to Administrative Borrower on behalf the indemnifying party (but only to the extent of indemnity payments made or additional amounts received under this Section 16 with respect to Taxes giving rise to such a refund), net of all out-of-pocket expenses (including Taxes) and without interest (other than any interest paid by the applicable Governmental Authority with respect to such a refund); provided, that upon the request of Agent or the indemnified party, the indemnifying party agrees to repay the amount paid over pursuant to this Section 16.4 (plus any penalties, interest or other charges, imposed by the applicable Governmental Authority) to the indemnified party in the event Agent or the indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything in this Agreement to the contrary, this Section 16 shall not be construed to require Agent or any Lender or Participant to make available its tax returns (or any other information which it deems confidential) to the Loan Parties or any other Person or require Agent or any Lender or Participant to pay any amount to an indemnifying party pursuant to Section 16.4, the payment of which would place Agent or such Lender or Participant (or their Affiliates) in a less favorable net after-Tax position than such Person would have been in if the Tax subject to indemnification or the receipt of additional amounts and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid.

16.5 **Non-Cooperative Jurisdiction Resident Party Notification.** A Lender or Participant shall notify the Administrative Borrower and the Agent reasonably promptly if it becomes aware that it is, or has become a Non-Cooperative Jurisdiction Resident Party. Upon the reasonable request of the Administrative Borrower, each Lender or Participant shall, within ten (10) Business Days, (i) notify the Administrative Borrower in which jurisdiction the relevant Lender or Participant is tax resident and in which jurisdiction the lending office is located for tax purposes, and (ii) provide the Administrative Borrower with the documentation and information reasonably requested. If a Lender or Participant fails to notify or to supply documentation or other information (in each case as requested under the second sentence of this Section 16.5, then such Lender or Participant shall be treated for the purposes of the Loan Documents (and payments under them) as if it is a Non-Cooperative Jurisdiction Resident Party until such time as the Lender or Participant in question provides the requested notification, documentation and other information.

17. GENERAL PROVISIONS.

17.1. **Effectiveness.** This Agreement shall be binding and deemed effective when executed by Holdings, each Borrower, Agent and each Lender whose signature is provided for on the signature pages hereof.

17.2. **Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

17.3. **Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against the Lender Group, Holdings or any Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

17.4. **Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

17.5. **Bank Product Providers.** Each Bank Product Provider in its capacity as such shall be deemed a third party beneficiary hereof and of the provisions of the other Loan Documents for purposes of any reference in a Loan Document to the parties for whom Agent is acting. Agent hereby agrees to act as agent for such Bank Product Providers and, by virtue of entering into a Bank Product Agreement, the applicable Bank Product Provider shall be automatically deemed to have appointed Agent as its agent and to have accepted the benefits of the Loan Documents. It is understood and agreed that the rights and benefits of each Bank Product Provider under the Loan Documents consist exclusively of such Bank Product Provider's being a beneficiary of the Liens and security interests (and, if applicable, guarantees) granted to Agent and the right to share in payments and collections out of the Collateral as more fully set forth herein. In addition, each Bank Product Provider, by virtue of entering into a Bank Product Agreement, shall be automatically deemed to have agreed that Agent shall have the right, but shall have no obligation, to establish, maintain, relax, or release reserves in respect of the Bank Product Obligations and that if reserves are established there is no obligation on the part of Agent to determine or insure whether the amount of any such reserve is appropriate or not. In connection with any such distribution of payments or proceeds of Collateral, Agent shall be entitled to assume no amounts are due or owing to any Bank Product Provider unless such Bank Product Provider has provided a written certification (setting forth a reasonably detailed calculation) to Agent as to the amounts that are due and owing to it and such written certification is received by Agent a reasonable period of time prior to the making of such distribution. Agent shall have no obligation to calculate the amount due and payable with respect to any Bank Products, but may rely upon the written certification of the amount due and payable from the applicable Bank Product Provider. In the absence of an updated certification, Agent shall be entitled to assume that the amount due and payable to the applicable Bank Product Provider is the amount last certified to Agent by such Bank Product Provider as being due and payable (less any distributions made to such Bank Product Provider on account thereof). Borrowers may obtain Bank Products from any Bank Product Provider, although Borrowers are not required to do so. Holdings, and each Borrower acknowledges and agrees that no Bank Product Provider has committed to provide any Bank Products and that the providing of Bank Products by any Bank Product Provider is in the sole and absolute discretion of such Bank Product Provider. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no provider or holder of any Bank Product shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider or holder of such agreements or products or the Obligations owing thereunder, nor shall the

consent of any such provider or holder be required (other than in their capacities as Lenders, to the extent applicable) for any matter hereunder or under any of the other Loan Documents, including as to any matter relating to the Collateral or the release of Collateral or Guarantors.

17.6. **Debtor-Creditor Relationship.** The relationship between the Lenders and Agent, on the one hand, and the Loan Parties, on the other hand, is solely that of creditor and debtor. No member of the Lender Group has (or shall be deemed to have) any fiduciary relationship or duty to any Loan Party arising out of or in connection with the Loan Documents or the transactions contemplated thereby, and there is no agency or joint venture relationship between the members of the Lender Group, on the one hand, and the Loan Parties, on the other hand, by virtue of any Loan Document or any transaction contemplated therein.

17.7. **Counterparts; Electronic Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

17.8. **Revival and Reinstatement of Obligations; Certain Waivers.**

(a) If any member of the Lender Group or any Bank Product Provider repays, refunds, restores, or returns in whole or in part, any payment or property (including any proceeds of Collateral) previously paid or transferred to such member of the Lender Group or such Bank Product Provider in full or partial satisfaction of any Obligation or on account of any other obligation of any Loan Party under any Loan Document or any Bank Product Agreement, because the payment, transfer, or the incurrence of the obligation so satisfied is asserted or declared to be void, voidable, or otherwise recoverable under any law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent transfers, preferences, transfers under value, or other voidable or recoverable obligations or transfers (each, a "Voidable Transfer"), or because such member of the Lender Group or Bank Product Provider elects to do so on the reasonable advice of its counsel in connection with a claim that the payment, transfer, or incurrence is or may be a Voidable Transfer, then, as to any such Voidable Transfer, or the amount thereof that such member of the Lender Group or Bank Product Provider elects to repay, restore, or return (including pursuant to a settlement of any claim in respect thereof), and as to all reasonable costs, expenses, and attorneys' fees of such member of the Lender Group or Bank Product Provider related thereto, (i) the liability of the Loan Parties with respect to the amount or property paid, refunded, restored, or returned will automatically and immediately be revived, reinstated, and restored and will exist and (ii) Agent's Liens securing such liability shall be effective, revived, and remain in full force and effect, in each case, as fully as if such Voidable Transfer had never been made. If, prior to any of the foregoing, (A) Agent's Liens shall have been released or terminated or (B) any provision of this Agreement shall have been terminated or cancelled, Agent's Liens, or such provision of this Agreement, shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligation of any Loan Party in respect of such liability or any Collateral securing such liability.

(b) Anything to the contrary contained herein notwithstanding, if Agent or any Lender accepts a guaranty of only a portion of the Obligations pursuant to any guaranty, each Borrower hereby waives its right under Section 2822(a) of the California Civil Code or any similar laws of any other

applicable jurisdiction to designate the portion of the Obligations satisfied by the applicable guarantor's partial payment.

17.9. **Confidentiality.**

(a) Agent and Lenders each individually (and not jointly or jointly and severally) agree that material, non-public information regarding any Loan Party and its Subsidiaries, their operations, assets, and existing and contemplated business plans ("**Confidential Information**") shall be treated by Agent and the Lenders in a confidential manner, and shall not be disclosed by Agent and the Lenders to Persons who are not parties to this Agreement, except: (i) to attorneys for and other advisors, accountants, auditors, and consultants to any member of the Lender Group and to employees, directors and officers of any member of the Lender Group (the Persons in this clause (i), "**Lender Group Representatives**") on a "need to know" basis in connection with this Agreement and the transactions contemplated hereby and on a confidential basis, (ii) to Subsidiaries and Affiliates of any member of the Lender Group (including the Bank Product Providers), provided that any such Subsidiary or Affiliate shall have agreed to receive such information hereunder subject to the terms of this **Section 17.9**, (iii) as may be required by regulatory authorities so long as such authorities are informed of the confidential nature of such information, (iv) as may be required by statute, decision, or judicial or administrative order, rule, or regulation; **provided** that (x) prior to any disclosure under this clause (iv), the disclosing party agrees to provide Borrowers with prior notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior notice to Borrowers pursuant to the terms of the applicable statute, decision, or judicial or administrative order, rule, or regulation and (y) any disclosure under this clause (iv) shall be limited to the portion of the Confidential Information as may be required by such statute, decision, or judicial or administrative order, rule, or regulation, (v) as may be agreed to in advance in writing by Borrowers, (vi) as requested or required by any Governmental Authority pursuant to any subpoena or other legal process, provided, that, (x) prior to any disclosure under this clause (vi) the disclosing party agrees to provide Borrowers with prior written notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior written notice to Borrowers pursuant to the terms of the subpoena or other legal process and (y) any disclosure under this clause (vi) shall be limited to the portion of the Confidential Information as may be required by such Governmental Authority pursuant to such subpoena or other legal process, (vii) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by Agent or the Lenders or the Lender Group Representatives), (viii) in connection with any assignment, participation or pledge of any Lender's interest under this Agreement, provided that prior to receipt of Confidential Information any such assignee, participant, or pledgee shall have agreed in writing to receive such Confidential Information either subject to the terms of this **Section 17.9** or pursuant to confidentiality requirements substantially similar to those contained in this **Section 17.9** (and such Person may disclose such Confidential Information to Persons employed or engaged by them as described in clause (i) above), (ix) in connection with any litigation or other adversary proceeding involving parties hereto which such litigation or adversary proceeding involves claims related to the rights or duties of such parties under this Agreement or the other Loan Documents; **provided**, that, prior to any disclosure to any Person (other than any Loan Party, Agent, any Lender, any of their respective Affiliates, or their respective counsel) under this clause (ix) with respect to litigation involving any Person (other than Holdings, any Borrower, Agent, any Lender, any of their respective Affiliates, or their respective counsel), the disclosing party agrees to provide Borrowers with prior written notice thereof, and (x) in connection with, and to the extent reasonably necessary for, the exercise of any secured creditor remedy under this Agreement or under any other Loan Document.

(b) Anything in this Agreement to the contrary notwithstanding, Agent may disclose information concerning the terms and conditions of this Agreement and the other Loan Documents to loan syndication and pricing reporting services or in its marketing or promotional materials, with such information to consist of deal terms and other information customarily found in such publications or

marketing or promotional materials and may otherwise use the name, logos, and other insignia of any Borrower or the other Loan Parties and the Commitments provided hereunder in any “tombstone” or other advertisements, on its website or in other marketing materials of Agent.

(c) The Loan Parties hereby acknowledge that Agent or its Affiliates may make available to the Lenders materials or information provided by or on behalf of Borrowers hereunder (collectively, “Borrower Materials”) by posting the Borrower Materials on IntraLinks, SyndTrak or another similar electronic system (the “Platform”) and certain of the Lenders may be “public-side” Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Loan Parties or their securities) (each, a “Public Lender”). The Loan Parties shall be deemed to have authorized Agent and its Affiliates and the Lenders to treat Borrower Materials marked “PUBLIC” or otherwise at any time filed with the SEC or other applicable securities commissions or regulatory bodies as not containing any material non-public information with respect to the Loan Parties or their securities for purposes of United States federal and state securities laws or other applicable securities commissions or regulatory bodies. All Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated as “Public Investor” (or another similar term). Agent and its Affiliates and the Lenders shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” or that are not at any time filed with the SEC or other applicable securities commissions or regulatory bodies as being suitable only for posting on a portion of the Platform not marked as “Public Investor” (or such other similar term). For the avoidance of doubt, the Loan Parties may disclose any Loan Document in accordance with the requirements of the City Code and/or the Panel.

17.10. **Survival.** All representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent, any Issuing Bank, or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of, or any accrued interest on, any Loan or any fee or any other amount payable under this Agreement is outstanding or unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or been terminated.

17.11. **[Reserved]**.

17.12. **Patriot Act.** Each Lender that is subject to the requirements of the Patriot Act hereby notifies Holdings and the Borrowers that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Borrower, which information includes the name and address of each Borrower and other information that will allow such Lender to identify each Borrower in accordance with the Patriot Act. In addition, if Agent is required by law or regulation or internal policies to do so, it shall have the right to periodically conduct (a) Patriot Act searches, OFAC/PEP searches, and customary individual background checks for the Loan Parties and (b) OFAC/PEP searches and customary individual background checks for the Loan Parties’ senior management and key principals and legal and beneficial owners, and each Borrower agrees to cooperate in respect of the conduct of such searches and further agrees that the reasonable costs and charges for such searches shall constitute Lender Group Expenses hereunder and be for the account of Holdings and the Borrowers.

17.13. **Integration.** This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof. The foregoing to

the contrary notwithstanding, all Bank Product Agreements, if any, are independent agreements governed by the written provisions of such Bank Product Agreements, which will remain in full force and effect, unaffected by any repayment, prepayments, acceleration, reduction, increase, or change in the terms of any credit extended hereunder, except as otherwise expressly provided in such Bank Product Agreement.

17.14. **Crownpeak Borrower as Agent for Borrowers.** Each Borrower hereby irrevocably appoints Crownpeak Borrower as the borrowing agent and attorney-in-fact for all Borrowers (the "**Administrative Borrower**"), which appointment shall remain in full force and effect unless and until Agent shall have received prior written notice signed by each Borrower that such appointment has been revoked and that another Borrower has been appointed Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes the Administrative Borrower (a) to provide Agent with all notices with respect to Revolving Loans, Delayed Draw Term Loans and Letters of Credit obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and the other Loan Documents (and any notice or instruction provided by Administrative Borrower shall be deemed to be given by Borrowers hereunder and shall bind each Borrower), (b) to receive notices and instructions from members of the Lender Group (and any notice or instruction provided by any member of the Lender Group to the Administrative Borrower in accordance with the terms hereof shall be deemed to have been given to each Borrower), and (c) to take such action as the Administrative Borrower deems appropriate on its behalf to obtain Revolving Loans, Delayed Draw Term Loans and Letters of Credit and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement. It is understood that the handling of the Loan Account and Collateral in a combined fashion, as more fully set forth herein, is done solely as an accommodation to Borrowers in order to utilize the collective borrowing powers of Borrowers in the most efficient and economical manner and at their request, and that Lender Group shall not incur liability to any Borrower as a result hereof. Each Borrower expects to derive benefit, directly or indirectly, from the handling of the Loan Account and the Collateral in a combined fashion since the successful operation of each Borrower is dependent on the continued successful performance of the integrated group. To induce the Lender Group to do so, and in consideration thereof, each Borrower hereby jointly and severally agrees to indemnify each member of the Lender Group and hold each member of the Lender Group harmless against any and all liability, expense, loss or claim of damage or injury, made against the Lender Group by any Borrower or by any third party whatsoever, arising from or incurred by reason of (i) the handling of the Loan Account and Collateral of Borrowers as herein provided, or (ii) the Lender Group's relying on any instructions of the Administrative Borrower, except that Borrowers will have no liability to the relevant Agent-Related Person or Lender-Related Person under this Section 17.14 with respect to any liability that has been finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of such Agent-Related Person or Lender-Related Person, as the case may be.

17.15. **No Setoff.** All payments made by Borrowers hereunder or under any note or other Loan Document will be made without setoff, counterclaim, or other defense.

17.16. **Judgment Currency.** If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Borrower in respect of any such sum due from it to Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "**Judgment Currency**") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "**Agreement Currency**"), be discharged only to the extent that on the Business Day following receipt by Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, Agent or such Lender, as the case may be, may in

accordance with normal banking procedures purchase this Agreement Currency with the Judgment Currency. If the amount of this Agreement Currency so purchased is less than the sum originally due to Agent or any Lender from Borrowers in such currency, Agent or such Lender, as the case may be, agrees to return the amount of any excess to Administrative Borrower, on behalf of Borrowers, (or to any Person who may be entitled thereto under applicable law).

17.17. **Acknowledgement and Consent to Bail-In of EEA Financial Institutions.** Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

17.18 **Restatement of Original Credit Agreement.** The parties hereto agree that, on the Restatement Date, the following transactions shall be deemed to occur automatically, without further action by any party hereto:

(a) the Original Credit Agreement shall be deemed to be amended and restated in its entirety in the form of this Agreement;

(b) all "Obligations" (including, without limitation, all prior loans or advances made to Borrowers by the Lenders) outstanding pursuant to the Original Credit Agreement (and as defined therein) (the "Original Obligations") shall, to the extent not paid on the Restatement Date, in all respects be continuing and shall be deemed to be Obligations outstanding hereunder and are hereby reaffirmed and ratified by all parties hereto;

(c) the Liens created thereunder in favor of Agent for the benefit the Lenders and securing payment of the Original Obligations, as amended and restated on the date hereof, shall remain in full force and effect with respect to the Obligations and are hereby and thereby reaffirmed;

(d) all references in the Loan Documents to the Credit Agreement shall be deemed to refer without further amendment to this Agreement; and

(e) the parties acknowledge and agree that this Agreement and the other Loan Documents do not constitute a novation, payment and reborrowing or termination of the Obligations under the Original Credit Agreement and that all such Obligations are in all respects continued and outstanding as Obligations under this Agreement with only the terms being modified from and after the effective date of this Agreement as provided in this Agreement and the other Loan Documents.

17.19 **Release.** Effective on the date hereof, Holdings, the Borrowers and each Guarantor, for itself and on behalf of its successors, assigns, and officers, directors, employees, agents and attorneys, and any Person acting for or on behalf of, or claiming through it, hereby waives, releases, remises and forever discharges Agent and each Lender, each of their respective Affiliates, and each of their respective successors in title, past, present and future officers, directors, employees, limited partners, general partners, investors, attorneys, assigns, subsidiaries, shareholders, trustees, agents and other professionals and all other persons and entities to whom any member of the Lenders would be liable if such persons or entities were found to be liable to Holdings, the Borrowers and such Guarantor (each a “Releasee” and collectively, the “Releasees”), from any and all past, present and future claims, suits, liens, lawsuits, adverse consequences, amounts paid in settlement, debts, deficiencies, diminution in value, disbursements, demands, obligations, liabilities, causes of action, damages, losses, costs and expenses of any kind or character, whether based in equity, law, contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law (each a “Claim” and collectively, the “Claims”), whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, matured or unmatured, foreseen or unforeseen, past or present, liquidated or unliquidated, suspected or unsuspected, which Holdings, the Borrowers and such Guarantor now has, or might hereafter have against any such Releasee which arises from acts or omissions occurring prior to the effective date of this Agreement and relates, directly or indirectly to this Agreement, the Credit Agreement, any other Loan Document, or to any acts or omissions of any such Releasee with respect to this Agreement, the Credit Agreement or any other Loan Document, or to the lender-borrower relationship evidenced by the Loan Documents prior to the effective date of this Agreement, except in each case for the duties and obligations set forth in this Agreement and the other Loan Documents. As to each and every Claim released hereunder, Holdings, the Borrowers and each Guarantor hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

“As to each and every Claim released hereunder, Holdings, the Borrowers and each Guarantor also waive the benefit of each other similar provision of applicable federal or state law (including without limitation the laws of the state of New York), if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

Holdings, the Borrowers and each Guarantor acknowledge that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such Claims and agrees that this instrument shall be and remain effective in all respects notwithstanding any such differences or additional facts. Holdings, the Borrowers and each Guarantor understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

BORROWERS:

CROWNPEAK TECHNOLOGY, INC.

By: /s/ Arthur Yao
Name: Arthur Yao
Title: Secretary

EVIDON, INC.

By: /s/ Arthur Yao
Name: Arthur Yao
Title: Secretary

HOLDINGS:

CROWNPEAK INTERMEDIATE HOLDINGS, INC.

By: /s/ Arthur Yao
Name: Arthur Yao
Title: Secretary

[Signature Page to Credit Agreement]

AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC

By: /s/ Bernardo Castro
Name: Bernardo Castro
Title: Director

[Signature Page to Credit Agreement]

LENDERS:

MONROE (NP) U.S. PRIVATE DEBT FUND LP, in its capacity as Lender

By: /s/ Bernardo Castro

Name: Bernardo Castro

Title: Director

MONROE CAPITAL ABS FUNDING 2021-1, LTD., in its capacity as Lender

By: /s/ Bernardo Castro

Name: Bernardo Castro

Title: Director

MONROE CAPITAL CFO I LP, in its capacity as Lender

By: /s/ Bernardo Castro

Name: Bernardo Castro

Title: Director

MONROE CAPITAL CORPORATION, in its capacity as Lender

By: /s/ Bernardo Castro

Name: Bernardo Castro

Title: Director

MONROE CAPITAL FUND SV S.A.R.L., ACTING IN RESPECT OF ITS FUND III (UNLEVERAGED) COMPARTMENT, in its capacity as Lender

By: /s/ Bernardo Castro

Name: Bernardo Castro

Title: Director

MONROE CAPITAL INCOME PLUS ABS FUNDING II, LLC, in its capacity as Lender

By: /s/ Bernardo Castro

Name: Bernardo Castro

Title: Director

MONROE CAPITAL INCOME PLUS ABS FUNDING, LLC, in its capacity as Lender

By: /s/ Bernardo Castro

Name: Bernardo Castro

Title: Director

[Signature Page to Credit Agreement]

Schedule 1.1

As used in the Agreement, the following terms shall have the following definitions:

“Accepting Lenders” has the meaning specified therefor in Section 2.4(f)(v) of the Agreement.

“Accounting Changes” means changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants (or successor thereto or any agency with similar functions).

“Acquired Indebtedness” means Indebtedness of a Person whose assets or Equity Interests are acquired by any Loan Party or any of its Subsidiaries in a Permitted Acquisition; provided, that such Indebtedness (a) is either purchase money Indebtedness or a Capital Lease with respect to Equipment or mortgage financing with respect to Real Property, (b) was in existence prior to the date of such Permitted Acquisition, and (c) was not incurred in connection with, or in contemplation of, such Permitted Acquisition.

“Acquisition” means (a) the purchase or other acquisition by a Person or its Subsidiaries of all or substantially all of the assets of (or any division or business line of) any other Person, or (b) the purchase or other acquisition (whether by means of a merger, amalgamation, consolidation, or otherwise) by a Person or its Subsidiaries of all or substantially all of the Equity Interests of any other Person.

“Additional Documents” has the meaning specified therefor in Section 5.12 of the Agreement.

“Administrative Borrower” has the meaning specified therefor in Section 17.14 of the Agreement.

“Administrative Questionnaire” has the meaning specified therefor in Section 13.1(a) of the Agreement.

“Aegean Acquisition” has the meaning provided in the Original Credit Agreement.

“Affected Lender” has the meaning specified therefor in Section 2.13(b) of the Agreement.

“Affiliate” means, as applied to any Person, any other Person who controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of Equity Interests, by contract, or otherwise; provided, that, for purposes of Section 6.10 of the Agreement: (a) any Person which owns directly or indirectly 10% or more of the Equity Interests having ordinary voting power for the election of directors or other members of the governing body of a Person or 10% or more of the partnership or other ownership interests of a Person (other than as a limited partner of such Person) shall be deemed an Affiliate of such Person, (b) each director (or comparable manager) of a Person shall be deemed to be an Affiliate of such Person, and (c) each partnership in which a Person is a general partner shall be deemed an Affiliate of such Person.

“Agent” has the meaning specified therefor in the preamble to the Agreement.

“Agent-Related Persons” means Agent, together with its Affiliates, officers, directors, employees, attorneys, and agents.

“Agent’s Account” means the Deposit Account identified on Schedule A-2 to the Agreement as Agent’s Account (or such other Deposit Account that has been designated as such, in writing, by Agent to Borrowers and the Lenders).

“Agent’s Liens” means the Liens granted by any Loan Party or its Subsidiaries to Agent under the Loan Documents and securing all or a portion of the Obligations.

“Agreed Security Principles” has the meaning set forth in Schedule A-1.

“Agreement” means the Credit Agreement to which this Schedule 1.1 is attached.

“AML Legislation” has the meaning specified in Section 17.11 of the Agreement.

“Anti-Corruption Laws” means the FCPA, the U.K. Bribery Act of 2010, as amended, supplemented or replaced from time to time, and all other applicable laws and regulations or ordinances concerning or relating to bribery, or corruption in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business.

“Anti-Money Laundering Laws” means the applicable laws or regulations in any jurisdiction in which any Loan Party or any of its Subsidiaries or Affiliates is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, including, without limitation, AML Legislation.

“Applicable Margin” means, as of any date of determination (a) 4.50 percentage points per annum with respect to Base Rate Loans (the “Base Rate Margin”) and (b) 5.50 percentage points per annum with respect to SOFR Loans (the “SOFR Rate Margin”).

“Application Event” means the occurrence of (a) a failure by Borrowers to repay all of the Obligations in full on the Maturity Date, or (b) an Event of Default and the election by Agent or the Required Lenders to require that payments and proceeds of Collateral be applied pursuant to Section 2.4(b)(iii) of the Agreement.

“Assignee” has the meaning specified therefor in Section 13.1(a) of the Agreement.

“Assignment and Acceptance” means an Assignment and Acceptance Agreement substantially in the form of Exhibit A-1 to the Agreement.

“Authorized Person” means any one of the individuals identified on Schedule A-3 to the Agreement, as such schedule is updated from time to time by written notice from Borrowers to Agent.

“Availability” means, as of any date of determination, the amount that Borrowers are entitled to borrow as Revolving Loans under Section 2.1 of the Agreement (after giving effect to the applicable then outstanding Revolver Usage).

“Available Amount” means, at any time (the “Reference Date”), the sum of:

(a) \$5,000,000; *plus*

(b) [reserved]; *plus*

(c) to the extent Not Otherwise Applied, the amount of any capital contributions made in cash, Cash Equivalents or Net Cash Proceeds from the sale or issuance of Equity Interests (other than Disqualified Equity Interests) of Holdings which are contributed by to any Loan Party in immediately available funds during the period from Holdings and including the Business Day immediately following the Restatement Date through and including the Reference Date; *plus*

(d) to the extent not (A) included in clause (b) above or (B) already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment, the aggregate amount of all dividends, distributions, interest, fees, premiums, return of capital, repayments of principal, income, profits (from a disposition or otherwise) and any other amount received or realized in cash or Cash Equivalents by Holdings or its Subsidiaries from any Investment during the period from and including the Business Day immediately following the Restatement Date through and including the Reference Date, in each case to the extent any such Investment was made using the Available Amount pursuant to clause (p) of the definition of “Permitted Investments” (up to the original amount of the Available Amount relied upon in the making of such Investment); *plus*

(e) Retained Declined Amounts; *minus*

(f) any Investments made pursuant to clause (p) of the definition of “Permitted Investments” (which amounts, for the avoidance of doubt, shall, in each case, be net of dividends, distributions, interest, fees, premiums, return of capital, repayments of principal, income, profits (from a disposition or otherwise) and any other amount received or realized with respect to any such Investment in accordance with the definition of “Investment”), any Restricted Payment made pursuant to Section 6.7(c) or any payment made pursuant to Section 6.6(a)(i)(D), in each case, during the period commencing on the Business Day immediately following the Restatement Date and ending on the Reference Date (and, for purposes of this clause (f), without taking account of the intended usage of the Available Amount on such Reference Date in the contemplated transaction), in each case, in reliance on the Available Amount.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 2.15.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“Bail-In Legislation” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“Bank Product” means any one or more of the following financial products or accommodations extended to Holdings or its Subsidiaries by a Bank Product Provider: (a) credit cards (including commercial cards (including so-called “purchase cards”, “procurement cards” or “p-cards”)), (b)

credit card processing services, (c) debit cards, (d) stored value cards, (e) Cash Management Services, or (f) transactions under Hedge Agreements.

“Bank Product Agreements” means those agreements entered into from time to time by Holdings or its Subsidiaries with a Bank Product Provider in connection with the obtaining of any of the Bank Products.

“Bank Product Collateralization” means providing cash collateral (pursuant to documentation reasonably satisfactory to Agent) to be held by Agent for the benefit of the Bank Product Providers (other than the Hedge Providers) in an amount determined by Agent as sufficient to satisfy the reasonably estimated credit exposure with respect to the then existing Bank Product Obligations (other than Hedge Obligations).

“Bank Product Obligations” means (a) all obligations, liabilities, reimbursement obligations, fees, or expenses owing by Holdings and its Subsidiaries to any Bank Product Provider pursuant to or evidenced by a Bank Product Agreement and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (b) all Hedge Obligations, and (c) all amounts that Agent or any Lender is obligated to pay to a Bank Product Provider as a result of Agent or such Lender purchasing participations from, or executing guarantees or indemnities or reimbursement obligations to, a Bank Product Provider with respect to the Bank Products provided by such Bank Product Provider to Holdings or one of its Subsidiaries; provided, in order for any item described in clauses (a) (b), or (c) above, as applicable, to constitute “Bank Product Obligations”, if the applicable Bank Product Provider is any Person other than Monroe or its Affiliates, then the applicable Bank Product must have been provided on or after the Restatement Date and Agent shall have received a Bank Product Provider Agreement within 10 days after the date of the provision of the applicable Bank Product to Holdings or its Subsidiaries.

“Bank Product Provider” means any Lender or any of its Affiliates, including each of the foregoing in its capacity, if applicable, as a Hedge Provider; provided, that no such Person (other than Monroe or its Affiliates) shall constitute a Bank Product Provider with respect to a Bank Product unless and until Agent receives a Bank Product Provider Agreement from such Person and with respect to the applicable Bank Product within 10 days after the provision of such Bank Product to Holdings or its Subsidiaries; provided further, that if, at any time, a Lender ceases to be a Lender under the Agreement, then, from and after the date on which it ceases to be a Lender thereunder, neither it nor any of its Affiliates shall constitute Bank Product Providers and the obligations with respect to Bank Products provided by such former Lender or any of its Affiliates shall no longer constitute Bank Product Obligations.

“Bank Product Provider Agreement” means an agreement in substantially the form attached hereto as Exhibit B-2 to the Agreement, in form and substance satisfactory to Agent, duly executed by the applicable Bank Product Provider, Borrowers, and Agent.

“Bankruptcy Code” means title 11 of the United States Code, as in effect from time to time.

“Base Rate” means at any time a fluctuating rate *per annum* equal to the greatest of (a) the Federal Funds Rate plus 0.50%, (b) the Prime Rate, and (c) the Term SOFR for a one-month tenor in effect on such day plus 1.00%.

“Base Rate Loan” means each portion of the Revolving Loans or the Term Loans that bears interest at a rate determined by reference to the Base Rate.

“Base Rate Margin” has the meaning specified therefor in the definition of Applicable Margin.

“Base Rate Term SOFR Determination Day” has the meaning specified in the definition of “Term SOFR”.

“Benchmark” means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.15.

“Benchmark Replacement” means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Agent and the Administrative Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment; provided, that if the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be a rate per annum equal to the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Administrative Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Date” means the earlier to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event”, the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Start Date” means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

“Benchmark Unavailability Period” means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.15 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.15.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Board of Directors” means, as to any Person, the board of directors (or comparable managers) of such Person, or any committee thereof duly authorized to act on behalf of the board of directors (or comparable managers).

“Board of Governors” means the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Bona Fide Lending Affiliate” shall mean any bona fide debt fund, investment vehicle, regulated banking entity or non-regulated lending entity that is primarily engaged in, or advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, notes or bonds and/or similar extensions of credit in the ordinary course of business.

“Borrower” and “Borrowers” have the respective meanings specified therefor in the preamble to the Agreement.

“Borrower Materials” has the meaning specified therefor in Section 17.9(c) of the Agreement.

“Borrowing” means a borrowing consisting of Loans made by the Lenders (or Agent on behalf thereof) or by Agent in the case of a Protective Advance and, in the case of a SOFR Borrowing, having the same Interest Period made by the Lenders.

“Borrowing Notice” means a written notice substantially in the form of Exhibit B-1, delivered by an Authorized Person to Agent.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, London, United Kingdom, Illinois, California or British Columbia.

“Capital Expenditures” means, with respect to any Person for any period, the amount of all expenditures by such Person and its Subsidiaries during such period that are capital expenditures as determined in accordance with GAAP, whether such expenditures are paid in cash or financed, but excluding, without duplication (a) expenditures made during such period in connection with the replacement, substitution, or restoration of assets or properties pursuant to Section 2.4(e)(ii) of the Agreement, (b) with respect to the purchase price of assets that are purchased substantially contemporaneously with the trade-in of existing assets during such period, the amount that the gross amount of such purchase price is reduced by the credit granted by the seller of such assets for the assets being traded in at such time, (c) expenditures made during such period to consummate one or more Permitted Acquisitions, (d) expenditures made during such period to the extent made with the identifiable proceeds of an equity investment in any Loan Party or any of its Subsidiaries by Sponsor which equity investment is made substantially contemporaneously with the making of the expenditure, (e) capitalized software development costs to the extent such costs are deducted from net earnings under the definition of EBITDA for such period, and (f) expenditures during such period that, pursuant to a written agreement, are reimbursed by a third Person (excluding any Borrower or any of its Affiliates).

“Capitalized Lease Obligation” means that portion of the obligations under a Capital Lease that is required to be capitalized in accordance with GAAP.

“Capital Lease” means a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

“Cash Equivalents” means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States, the United Kingdom, Germany or issued by any agency thereof and backed by the full faith and credit of the United States, the United Kingdom or Germany, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by the United Kingdom, Germany or any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the highest ratings obtainable from either Standard & Poor’s Financial Services LLC, a subsidiary of S&P Global, Inc. and any successor thereto (“S&P”), Moody’s Investors Service, Inc. and any successor thereto (“Moody’s”) or DBRS Limited or any successor thereto (“DBRS”), (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody’s or an equivalent rating from DBRS, (d) certificates of deposit, time deposits, overnight bank deposits or bankers’ acceptances maturing within 1 year from the date of acquisition thereof issued by any bank incorporated or organized under the laws of the United Kingdom, Germany or the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$1,000,000,000 (or its currency equivalent), (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than \$1,000,000,000 (or its currency equivalent), having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

“Cash Management Services” means any cash management or related services including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other cash management arrangements.

“City Code” means the UK City Code on Takeovers and Mergers, as administered by the Panel.

“CFC” means (i) a controlled foreign corporation (as that term is defined in Section 957 of the IRC) and (ii) any direct or indirect Subsidiary of a CFC.

“Change in Law” means the occurrence after the date of the Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation, judicial ruling, judgment or treaty or in the administration, interpretation, implementation or application by any Governmental Authority of any law, rule, regulation, guideline or treaty, or (c) the making or issuance by any Governmental Authority of any request, rule, guideline or directive, whether or

not having the force of law; provided that notwithstanding anything in the Agreement to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“Change of Control” means that:

(a) after the Restatement Date, any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Exchange Act), becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more, of the Equity Interests of Parent entitled (without regard to the occurrence of any contingency) to vote for the election of members of the Board of Directors of Parent,

(b) Parent fails to directly own and control 100% of the Equity Interests of Holdings or the UK Resolve Subsidiaries, or

(c) Holdings fails to directly own and control 100% of each Borrower (except a result of a transaction expressly permitted by Section 6.3(a)(C)).

For purposes of this definition, (i) “beneficial ownership” shall be as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act, (ii) the phrase Person or “group” is within the meaning of Section 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person or “group” and its subsidiaries and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan, and (iii) a Person or “group” shall not be deemed to beneficially own Equity Interests to be acquired by such Person or “group” pursuant to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Equity Interests in connection with the transactions contemplated by such agreement.

“Code” means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that to the extent that the Code is used to defined any term herein and such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern.

“Collateral” means all assets and interests in assets and proceeds thereof now owned or hereafter acquired by Parent or Holdings or its Subsidiaries in or upon which a Lien is granted by such Person in favor of Agent or the Lenders under any of the Security Documents.

“Commitment” means any commitment of any Lender to make Loans or other extensions of credit hereunder, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of Section 13.1 of the Agreement.

“Competitor” means any Person which is a direct competitor of any Borrower or its Subsidiaries if, at the time of a proposed assignment, Agent and the assigning Lender have actual knowledge that such Person is a direct competitor of any Borrower or its Subsidiaries; provided, that in connection with any assignment or participation, the Assignee or Participant with respect to such proposed assignment or participation that is a Bona Fide Lending Affiliate and merely has an economic interest in any such direct

competitor, and is not itself such a direct competitor of any Borrower or its Subsidiaries, shall not be deemed to be a direct competitor for the purposes of this definition.

“Compliance Certificate” means a certificate substantially in the form of Exhibit C-1 to the Agreement delivered by the chief financial officer of a Loan Party to Agent.

“Confidential Information” has the meaning specified therefor in Section 17.9(a) of the Agreement.

“Conforming Changes” means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods and other technical, administrative or operational matters) that the Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Control Agreement” means, in respect of Domestic Collateral, a control agreement, in form and substance reasonably satisfactory to Agent, executed and delivered by any Loan Party or one of its Subsidiaries, Agent, and the applicable securities intermediary (with respect to a Securities Account) or bank (with respect to a Deposit Account).

“Copyright Security Agreement” has the meaning specified therefor in the Guaranty and Security Agreement.

“Crownpeak Seller Holdco” has the meaning specified in the recitals.

“Declined Amounts” has the meaning specified therefor in Section 2.4(f)(v) of the Agreement.

“Declining Lender” has the meaning specified therefor in Section 2.4(f)(v) of the Agreement.

“Default” means an event, condition, or default that, with the giving of notice, the passage of time, or both, would be an Event of Default.

“Defaulting Lender” means any Lender that (a) has failed to fund any amounts required to be funded by it under the Agreement on the date that it is required to do so under the Agreement (including the failure to make available to Agent amounts required pursuant to a Settlement or to make a required payment in connection with a Letter of Credit Disbursement), (b) notified Borrowers, Agent, or any Lender in writing that it does not intend to comply with all or any portion of its funding obligations under the Agreement, (c) has made a public statement to the effect that it does not intend to comply with its funding obligations under the Agreement or under other agreements generally (as reasonably determined by Agent)

under which it has committed to extend credit, (d) failed, within 1 Business Day after written request by Agent, to confirm that it will comply with the terms of the Agreement relating to its obligations to fund any amounts required to be funded by it under the Agreement, (e) otherwise failed to pay over to Agent or any other Lender any other amount required to be paid by it under the Agreement on the date that it is required to do so under the Agreement unless the subject of a good faith dispute, or (f) (i) becomes or is insolvent or has a parent company that has become or is insolvent, (ii) becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, receiver-manager, conservator, trustee, or custodian or appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, receiver-manager, conservator, trustee, or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment, or (iii) has, or has a direct or indirect parent company that has, become the subject of a Bail-In Action.

“Defaulting Lender Rate” means with respect to Obligations (a) for the first 3 days from and after the date the relevant payment is due, the Base Rate, and (b) thereafter, the interest rate then applicable to Revolving Loans that are Base Rate Loans (inclusive of the Base Rate Margin applicable thereto).

“Deposit Account” means any deposit account (as that term is defined in the Code).

“Designated Account” means the Deposit Account of Administrative Borrower identified on Schedule D-1 to the Agreement (or such other Deposit Account of Administrative Borrower located at Designated Account Bank that has been designated as such, in writing, by Administrative Borrower to Agent).

“Designated Account Bank” has the meaning specified therefor in Schedule D-2 to the Agreement (or such other bank that is located within the United States that has been designated as such, in writing, by Administrative Borrower to Agent).

“Designated Non-Cash Consideration” means the fair market value (as reasonably determined in good faith by the Borrowers) of non-cash consideration received by the Borrowers or their respective Subsidiaries in connection with a Permitted Disposition pursuant to clause (o) of the definition of “Permitted Dispositions” that is designated as Designated Non-Cash Consideration pursuant to a certificate signed by an officer of the Borrowers, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash or Cash Equivalents following the consummation of the applicable disposition) (including as a result of a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration).

“Disbursement Letter” means a disbursement letter, dated as of the Restatement Date, in form and substance reasonably satisfactory to Agent, executed and delivered by each Loan Party to Agent.

“Disqualified Equity Interests” shall mean any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control, initial public offering or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments), (b)

is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is 180 days after the Maturity Date.

“Dollars” or “€” means United States dollars.

“Domestic Collateral” means Collateral granted under any Security Document governed by the laws of the United States, any State thereof or the District of Columbia.

“Domestic Loan Party” means any Loan Party that is organized in the United States, any State thereof or the District of Columbia.

“Domestic Subsidiary” means any Subsidiary that is organized in the United States, any State thereof or the District of Columbia.

“Earn-Outs” shall mean unsecured liabilities of a Loan Party arising under an agreement to make any deferred payment, earn-out or similar payment as a part of the Purchase Price for a Permitted Acquisition, including performance bonuses or consulting payments in any related services, employment or similar agreement, in an amount that is subject to or contingent upon the revenues, income, cash flow or profits (or the like) of the target of such Permitted Acquisition.

“EBITDA” means, with respect to any fiscal period:

(a) Holdings’ and its Subsidiaries’ consolidated net earnings (or loss),

minus

(b) without duplication, the sum of the following amounts of Holdings and its Subsidiaries for such period to the extent included in determining consolidated net earnings (or loss) for such period:

(i) any (A) extraordinary gains, and (B) unusual or non-recurring gains, in each case as determined by the Borrowers in good faith,

(ii) interest income,

(iii) any software development costs to the extent capitalized during such period,

(iv) any realized exchange, translation or performance gains relating to any hedging transactions or foreign currency fluctuations,

(v) income arising by reason of the application of FAS 141R, and

(vi) Insurance Loss Deduction.

plus

(c) without duplication, the sum of the following amounts of Holdings and its Subsidiaries for such period to the extent included in determining consolidated net earnings (or loss) for such period:

(i) any (A) extraordinary charges, expenses or losses (including legal costs in connection therewith), and (B) unusual or non-recurring charges, expenses or losses (including legal costs in connection therewith), including in connection with non-ordinary course product and intellectual property research and development, in each case as determined by the Borrowers in good faith;

(ii) Interest Expense,

(iii) tax expense based on income, profits or capital, including federal, foreign, state, franchise and similar taxes (and for the avoidance of doubt, specifically excluding any sales taxes or any other taxes held in trust for a Governmental Authority),

(iv) depreciation and amortization for such period,

(v) Restatement Transaction Expenses in an aggregate amount not to exceed \$8,000,000,

(vi) (A) [reserved] and (B) any charge, expense, cost, accrual, reserve, payment, fee, expense or loss of any kind (“Charges”) (including rationalization, legal, tax, structuring and other costs and expenses) (other than depreciation or amortization expense) related to any consummated, anticipated, unsuccessful or attempted equity offering (including an initial public offering), issuance or repurchase, other equity issuance, incurrence by Holdings or any of its Subsidiaries of Indebtedness (including an amendment thereto or a refinancing thereof, whether or not successful, and any costs of surety bonds incurred in connection with successful or unsuccessful financing activities), dividend (including the amount of expenses relating to payments made to option holders of any direct or indirect parent of Holdings in connection with, or as a result of, any distribution being made to equityholders of such Person, which payments are being made to compensate such optionholders as though they were equityholders at the time of, and entitled to share in, such distribution, in each case to the extent permitted under this Agreement), Investment, acquisition (including, any Permitted Acquisition or other Investments) (including (x) bonuses paid to employees, severance and reorganization costs and expenses in connection with any Permitted Acquisition and other investments permitted hereunder, (y) fees, costs and expenses incurred in connection with the de-listing of public targets or compliance with public company requirements in connection any Permitted Acquisition or other Investment, and any public company costs, and (z) to the extent arising in the context of “take private” Permitted Acquisitions or Investments, litigation expenses and settlement amounts), asset sale or other disposition, consolidations, restructurings, repayment of Indebtedness (including payments permitted under Section 6.6) or recapitalization or the breakage of any hedging arrangement permitted hereunder or the incurrence of Indebtedness permitted to be incurred hereunder (including a refinancing thereof) (in each case, whether or not successful), including such Charges related to (i) the offering, syndication, assignment and administration of the loans under the Loan Documents and any other credit facilities and (ii) any refinancing, extension, waiver, forbearance, amendment or other modification of the Loan Documents or any other credit facilities (in each case, whether consummated, anticipated, unsuccessful, attempted or otherwise); provided that the aggregate amount added back in any period pursuant to this clause (c)(vi)(B) shall not exceed \$3,000,000 (or such greater amount as may be approved in writing by Agent in its reasonable discretion),

(vii) at the Borrowers' election in its sole discretion, pro forma "run rate" cost savings, operating expense reductions, operating improvements and synergies related to acquisitions, mergers and other business combinations, dispositions, operational changes, including expense associated with improvement of sales force capabilities, restructurings, integration, insourcing initiatives, operating improvements, cost savings initiatives and other initiatives, actions or events (including, such transactions, actions or initiatives consummated prior to the Restatement Date) (each, a "Specified Transaction") that are projected by the Borrowers in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or initiated or are expected to be taken (in the good faith determination of the Borrowers) within 24 months after such Specified Transaction; provided that such "run rate" cost savings, synergies, operating expense reductions, business optimization initiatives and other operating improvements added back pursuant to this clause (b)(vii) in any test period, when aggregated with amounts added back pursuant to clauses (b)(xvii) and (b)(xviii) below for such test period, shall not in the aggregate exceed an amount equal to 25% of EBITDA of the Borrowers (calculated after giving effect to any such exclusions, add-backs and adjustments and all other add-backs and adjustments) for such test period on a pro forma basis,

(viii) [reserved],

(ix) [reserved],

(x) reimbursement of out-of-pocket costs and expenses and any other fees or charges incurred with the negotiation and execution of the Loan Documents (including any amendments, waivers, supplements and modifications thereto),

(xi) [reserved],

(xii) Insurance Loss Addback,

(xiii) with respect to any Permitted Acquisitions after the Restatement Date: (A) purchase accounting adjustments, including, without limitation, a dollar for dollar adjustment for that portion of revenue that would have been recorded in the relevant period had the balance of deferred revenue (unearned income) recorded on the closing balance sheet and before application of purchase accounting not been adjusted downward to fair value to be recorded on the opening balance sheet in accordance with GAAP purchase accounting rules; and (B) non-cash adjustments in accordance with GAAP purchase accounting rules under FASB Statement No. 141 and EITF Issue No. 01-3, in the event that such an adjustment is required by Borrowers' independent auditors, in each case, as determined in accordance with GAAP,

(xiv) fees, costs, charges and expenses, in respect of Earn-Outs incurred in connection with any Permitted Acquisition to the extent permitted to be incurred under the Agreement that are required by the application of FAS 141R to be and are expensed by any Loan Party and its Subsidiaries,

(xv) non-cash compensation expense (including deferred non-cash compensation expense), or other non-cash expenses or charges, arising from the sale or issuance of Equity Interests, the granting of stock options, and the granting of stock appreciation rights and similar arrangements (including any repricing, amendment, modification, substitution, or change of any such Equity Interests, stock option, stock appreciation rights, or similar arrangements) *minus*

the amount of any such expenses or charges when paid in cash to the extent not deducted in the computation of net earnings (or loss),

(xvi) [reserved],

(xvii) restructuring and similar Charges, severance, relocation costs, integration and facilities opening costs and other business optimization expenses (including, without limitation, systems design, upgrade, establishment and implementation costs and consulting fees), discontinuance of activities or operations, the consolidation or closing of locations and other specified transactions (including, for the avoidance of doubt, acquisitions occurring prior to the closing date), customer disputes, transition, vacant facilities, consolidations, closing costs, signing costs, retention or completion bonuses, recruiting costs, severance payments and related expenses and pre-termination payroll expenses of severed employees, transition costs, costs related to closure/consolidation of facilities, settlement costs, project start-up costs, entry into new markets, strategic initiatives and contracts, new product offerings, integration and systems establishment costs, and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of pension liabilities), including, without limitation, any one time expense relating to enhanced accounting function (including the implementation of changes to the financial reporting procedures) or other transaction costs or other operational changes or improvements or associated with becoming a public company; provided that such adjustments added back pursuant to this clause (b)(xvii) in any test period, when aggregated with amounts added back pursuant to clause (b)(vii) above and clause (b)(xviii) below for such test period, shall not in the aggregate exceed an amount equal to 25% of EBITDA of the Borrowers (calculated after giving effect to any such exclusions, add-backs and adjustments and all other add-backs and adjustments) for such test period on a pro forma basis,

(xviii) at the option of the Borrowers, any adjustments, exclusions and add-backs that are reflected in a quality of earnings report made available to the Agent after the Restatement Date prepared by financial advisors (which financial advisors are (A) nationally recognized or (B) reasonably acceptable to the Agent (it being understood and agreed that any of the “Big Four” accounting firms, Alvarez & Marsal, FTI, RSM, BDO, Ironsides Inc., Leo Berwick, Moss Adams, Crowe, LLP and Grant Thornton are acceptable)) and (y) determined on a basis consistent with Article 11 of Regulation S-X promulgated under the Exchange Act and as interpreted by the staff of the SEC (or any successor agency), provided that such adjustments added back pursuant to this clause (b)(xviii) in any test period, when aggregated with amounts added back pursuant to clauses (b)(vii) and (b)(xvii) above for such test period, shall not in the aggregate exceed an amount equal to 25% of EBITDA of the Borrowers (calculated after giving effect to any such exclusions, add-backs and adjustments and all other add-backs and adjustments) for such test period on a pro forma basis,

(xix) non-cash exchange, translation, or performance losses relating to any hedging transactions or foreign currency fluctuations,

(xx) non-cash losses on sales of fixed assets or write-downs of fixed or intangible assets, and

(xxi) other items as may be approved by Agent and the Required Lenders in writing from time to time in its sole discretion

in each case, determined on a consolidated basis in accordance with GAAP.

Sections 1.8 and 1.12 shall apply for the purposes of calculating EBITDA for any period of 4 consecutive fiscal quarters (each, a “Reference Period”), other than with respect to Excess Cash Flow. Other than for purposes of calculating Excess Cash Flow, EBITDA shall be calculated on a Pro Forma Basis to give effect to any Specified Transaction as if it occurred on the first day of the Reference Period.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Eligible Transferee” means (a) any Lender (other than a Defaulting Lender), (b) any Affiliate of any Lender, (c) any Related Fund of any Lender, and (d) any other Person (other than a natural Person) approved by the Agent (such approval not to be unreasonably withheld or delayed).

“Employee Benefit Plan” means any employee benefit plan within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, other than a Multiemployer Plan, (a) that is sponsored, maintained or contributed to by any US Loan Party or (b) to which any US Loan Party has any liability contingent or otherwise, including by reason of being an ERISA Affiliate.

“Employment Laws” means any applicable federal, state, provincial, foreign, or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree, or judgment, in each case, to the extent binding on any Loan Party or its Subsidiaries, relating to employment practices and standards, terms and conditions of employment, wages, and hours, occupational health and safety, human rights, labour relations, pay equity, accessibility, and workers’ compensation.

“Environmental Action” means any written complaint, summons, citation, notice, directive, order, claim, litigation, investigation, judicial or administrative proceeding, judgment, letter, or other written communication from any Governmental Authority, or any third party involving violations of Environmental Laws or releases of Hazardous Materials (a) from any assets, properties, or businesses of any Borrower, any Subsidiary of any Borrower, or any of their predecessors in interest, (b) from adjoining properties or businesses, or (c) from or onto any facilities which received Hazardous Materials generated by any Borrower, any Subsidiary of any Borrower, or any of their predecessors in interest.

“Environmental Law” means any applicable federal, state, provincial, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy, or rule of common law now or hereafter in effect and in each case as amended, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, in each case, to the extent binding on Holdings or its Subsidiaries, relating to the environment,

the effect of the environment on employee health, or Hazardous Materials, in each case as amended from time to time.

“Environmental Liabilities” means all liabilities, monetary obligations, losses, damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts, or consultants, and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, or Remedial Action required, by any Governmental Authority or any third party, and which relate to any Environmental Action.

“Environmental Lien” means any Lien in favor of any Governmental Authority for Environmental Liabilities.

“Equipment” means equipment (as that term is defined in the Code).

“Equity Interests” means, with respect to a Person, all of the shares, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in such Person, whether voting or nonvoting, including capital stock (or other ownership or profit interests or units), preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statutes, and all regulations and guidance promulgated thereunder. Any reference to a specific section of ERISA shall be deemed to be a reference to such section of ERISA and any successor statutes, and all regulations and guidance promulgated thereunder.

“ERISA Affiliate” means each entity, trade or business (whether or not incorporated) that together with a US Loan Party is treated as a “single employer” within the meaning of section 4001(b)(1) of ERISA or subsections (b) or (c) or solely for purposes of section 412 of the IRC, under (m) or (o) of section 414 of the IRC.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Event of Default” has the meaning specified therefor in Section 8 of the Agreement.

“Exchange Act” means the Securities Exchange Act of 1934, as in effect from time to time.

“Excluded Assets” means (a) in respect of Domestic Collateral: (i) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of any Loan Party if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (i) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Agent’s security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of clause (i) shall in no way be construed to limit, impair, or otherwise affect any of Agent’s, any other member of the Lender Group’s or any Bank Product

Provider's continuing security interests in and liens upon any rights or interests of any Loan Party in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, license agreement, or Equity Interests (including any Accounts or Equity Interests), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, license agreement, or Equity Interests; (ii) with respect to any Subsidiary of a Loan Party that is a CFC, voting Equity Interests in excess of 65% of the total outstanding voting Equity Interests of such Subsidiary if pledging a greater amount would result in adverse tax consequences, as determined by the Borrowers in consultation with the Agent; or (iii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral and (b) in respect of Foreign Collateral, any assets or undertakings over which security is not required to be granted under the Agreed Security Principles.

"Excluded Deposit Account" means (i) Deposit Accounts with an aggregate amount on deposit therein of not more than \$150,000 at any one time for all such Deposit Accounts, (ii) Deposit Accounts exclusively used for payroll, payroll taxes withholding tax accounts, pensions, pension reserve accounts and other employee wage and benefit payments to or for any Loan Party's employees, (iii) Deposit Accounts exclusively used to pay sales taxes, any goods and services taxes or harmonized sales taxes and (iv) Deposit Accounts exclusively used as trust accounts.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to Agent, any Lender or Participant or required to be withheld or deducted from a payment to Agent, any Lender or Participant, (i) any Tax imposed on or computed by reference to the net income (however denominated) or net profits of Agent, any Lender or any Participant (including any franchise taxes and branch profits taxes), in each case that is (a) imposed by the jurisdiction (or by any political subdivision or taxing authority thereof) in which such Lender or such Participant is organized or the jurisdiction (or by any political subdivision or taxing authority thereof) in which such Lender's or such Participant's principal office or applicable lending office is located or (b) an Other Connection Tax, (ii) United States Taxes that would not have been imposed but for a Lender's or a Participant's failure to comply with the requirements of Section 16.2 of the Agreement, (iii) in the case of a Foreign Lender, any United States federal withholding taxes imposed on amounts payable to a Foreign Lender pursuant to a law in effect on the date such Foreign Lender becomes a party to the Agreement (or designates a new lending office), except the foregoing clause shall not include (A) any amount that such Foreign Lender (or its assignor, if any) was previously entitled to receive pursuant to Section 16.1 of the Agreement, if any, with respect to such withholding tax at the time such Foreign Lender becomes a party to the Agreement (or designates a new lending office), and (B) additional United States federal withholding taxes that may be imposed after the time such Foreign Lender becomes a party to the Agreement (or designates a new lending office), as a result of a change in law, rule, regulation, order or other decision with respect to any of the foregoing by any Governmental Authority, (iv) any withholding taxes imposed under FATCA, and (v) any Taxes imposed by Germany because the relevant recipient is a Non-Cooperative Jurisdiction Resident Party.

"Extraordinary Receipts" means any cash payments received by Holdings or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds described in Section 2.4(e)(ii) of the Agreement) consisting of (i) indemnity payments (other than to the extent such indemnity payments are immediately payable to a Person that is not an Affiliate of Holdings or any of its Subsidiaries), (ii) any purchase price adjustment received in connection with any purchase agreement (other than customary working capital adjustments in connection with any Permitted Acquisitions), and (iii) proceeds from any representations and warranties insurance policy in connection with any Permitted Acquisition.

“FATCA” means Sections 1471 through 1474 of the IRC, as of the date of the Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any intergovernmental agreements entered into to implement or further the collection of Taxes imposed pursuant to the foregoing (together with any Law implementing such agreements).

“FCPA” means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

“Fee Letter” means that certain fee letter, dated as of the Original Closing Date, among Borrowers, Agent and the Lenders party thereto.

“Federal Funds Rate” means, for any period, a fluctuating interest rate *per annum* equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Agent from three Federal funds brokers of recognized standing selected by it (and, if any such rate is below zero, then the rate determined pursuant to this definition shall be deemed to be zero).

“Floor” means a rate of interest equal to 1.00%.

“Foreign Collateral” means any Loan Party which is not a Domestic Loan Party.

“Foreign IP” has the meaning specified therefor in Section 5.12 of the Agreement.

“Foreign IP Revenue Threshold” has the meaning specified therefor in Section 5.12 of the Agreement.

“Foreign Lender” means any Lender or Participant that is not a U.S. Person.

“Foreign Loan Party” means any Loan Party which is not a Domestic Loan Party.

“Foreign Subsidiary” means any Subsidiary which is not a Domestic Subsidiary.

“Funded Indebtedness” means, as of any date of determination, all Indebtedness for borrowed money or letters of credit of the Loan Parties, determined on a consolidated basis in accordance with GAAP, that by its terms matures more than one year after the date of determination, and any such Indebtedness maturing within one year from such date that is renewable or extendable at the option of the Loan Parties, as applicable, to a date more than one year from such date, including, in any event, but without duplication, with respect to Holdings and its Subsidiaries, the Term Loans, any Revolving Loans, and the amount of their Capitalized Lease Obligations.

“Funding Date” means the date on which a Borrowing occurs.

“Funding Losses” has the meaning specified therefor in Section 2.12(b)(ii) of the Agreement.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States, consistently applied; provided, that at the election by Parent to not prepare financials in

respect of Parent or any Loan Party organized in the United Kingdom or any Subsidiary of any Loan Party organized in the United Kingdom in accordance with generally accepted accounting principles in the United States of America, all references to “GAAP” with respect to any Loan Party organized in the United Kingdom or any Subsidiary of any Loan Party organized in the United Kingdom shall refer, to the extent applicable, to analogous principles or methodologies under the International Financial Reporting Standards (formerly International Accounting Standards) endorsed from time to time by the European Union or any variation thereof with which the Parent or its Subsidiaries are, or may be, required to comply, as in effect on the Restatement Date (“IFRS”), as in effect from time to time.

“German Loan Party” means any Loan Party incorporated or otherwise organized under the laws of Germany.

“German Security Document” means any other agreement, instrument or document entered into by a German Loan Party governed by German law that creates or purports to create a Lien in favour of the Agent for the benefit of the Secured Parties, in each case including any supplement or joinder thereto.

“Governing Documents” means, with respect to any Person, the certificate or articles of incorporation, by-laws, or other organizational documents of such Person.

“Governmental Authority” means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, county, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or pertaining to, government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantee Limitations” has the meaning specified in the applicable Guaranty Agreement, as may be supplemented from time to time in accordance with the terms thereof.

“Guarantor” means (a) each Person that guaranties all or a portion of the Obligations, (b) any Person that is a "Guarantor" under the Guaranty Agreement, and (c) each other Person that becomes a guarantor after the Restatement Date pursuant to Section 5.11 of this Agreement.

“Guaranty Agreement” means (a) the Guaranty and Security Agreement and (b) any other guaranty agreement delivered to the Agent from time to time.

“Guaranty and Security Agreement” means the New York law governed guaranty and security agreement, dated as of the Original Closing Date, in form and substance reasonably satisfactory to Agent, executed and delivered by each of the Domestic Loan Parties to Agent.

“Hazardous Materials” means (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as “hazardous substances,” “hazardous materials,” “hazardous wastes,” “toxic substances,” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or “EP toxicity”, (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances or explosives or any radioactive materials, and (d) asbestos in any form or electrical equipment that contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million.

“Hedge Agreement” means a “swap agreement” as that term is defined in Section 101(53B)(A) of the Bankruptcy Code.

“Hedge Obligations” means any and all obligations or liabilities, whether absolute or contingent, due or to become due, now existing or hereafter arising, of Holdings and its Subsidiaries arising under, owing pursuant to, or existing in respect of Hedge Agreements entered into with one or more of the Hedge Providers.

“Hedge Provider” means any Bank Product Provider.

“Holdings” has the meaning specified in the preamble.

“Indebtedness” means, as to any Person, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes, or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, or other financial products, (c) all obligations of such Person as a lessee under Capital Leases, (d) all obligations or liabilities of others secured by a Lien on any asset of such Person, irrespective of whether such obligation or liability is assumed, (e) all obligations of such Person to pay the deferred purchase price of assets (other than (i) trade accounts payable and accrued expenses payable in the ordinary course of business, (ii) any purchase price adjustment, deferred purchase price and earn-out and similar obligation until such obligation is not paid after becoming due and payable, (iii) accruals for payroll, obligations incurred under ERISA and other liabilities accrued in the ordinary course of business and customary obligations under employment agreements and deferred compensation, and (iv) deferred revenues and liabilities associated with customer prepayments and deposits accrued in the ordinary course of business), (f) all monetary obligations of such Person owing under Hedge Agreements (which amount shall be calculated based on the amount that would be payable by such Person if the Hedge Agreement were terminated on the date of determination), (g) any Disqualified Equity Interests of such Person, and (h) any obligation of such Person guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted, or sold with recourse) any obligation of any other Person that constitutes Indebtedness under any of clauses (a) through (g) above. For purposes of this definition, (i) the amount of any Indebtedness represented by a guaranty or other similar instrument shall be the lesser of the principal amount of the obligations guaranteed and still outstanding and the maximum amount for which the guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Indebtedness, and (ii) the amount of any Indebtedness which is limited or is non-recourse to a Person or for which recourse is limited to an identified asset shall be valued at the lesser of (A) if applicable, the limited amount of such obligations, and (B) if applicable, the fair market value of such assets securing such obligation.

“Indemnified Liabilities” has the meaning specified therefor in Section 10.3 of the Agreement.

“Indemnified Person” has the meaning specified therefor in Section 10.3 of the Agreement.

“Indemnified Taxes” means, any (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Loan Parties under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

“Ineligible Institution” shall mean (i) the Persons identified in writing to Agent by Borrowers from time to time, which list of Persons is consented to in writing by Agent (such consent not to be unreasonably withheld or delayed) or (ii) any Person that is clearly identifiable, solely on the basis of such Person’s name, or is identified by the Borrowers, as an Affiliate of any Person referred to in clause (i)

above; provided, however, that (A) Ineligible Institutions shall exclude any person that a Borrower or Sponsor has designated as no longer being an Ineligible Institution by written notice delivered to the Agent from time to time, and (B) no Person's status as an Ineligible Institution shall be given retroactive effect to disqualify the transfer of an interest in the Loans and/or Commitments that was effective prior to such Person's becoming an Ineligible Institution. Notwithstanding the foregoing, in no event shall a Bona Fide Lending Affiliate be an Ineligible Institution, unless such Bona Fide Lending Affiliate is identified under clause (i) above.

"Insolvency Proceeding" means any proceeding commenced by or against any Person under any provision of the Bankruptcy Code or under any other state, provincial or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, receivership, proceedings (whether court or privately appointed), interim receivership proceedings or proceedings seeking reorganization, liquidation, arrangement, winding-up, or other similar relief, including any proceeding for the compromise or arrangement of creditor claims pursuant to the arrangement or reorganization provisions of any corporate statute.

"Insurance Loss Addback" means, with respect to any fiscal period, the amount of any loss incurred during such fiscal period for which there is insurance (including business interruption insurance) or indemnity coverage and for which a related insurance or indemnity recovery is not recorded in accordance with GAAP, but for which such insurance or indemnity recovery was received by a Loan Party during such fiscal period or is reasonably expected to be received by a Loan Party in a subsequent fiscal period and within 270 days of the date of the underlying loss.

"Insurance Loss Deduction" means, with respect to any fiscal period, the amount of any Insurance Loss Addback included in determining EBITDA for a prior fiscal period in the event that either (a) any insurance or indemnity recovery related to such Insurance Loss Addback is received during such fiscal period, or (b) 270 days has elapsed from the date of the underlying loss.

"Intellectual Property" means any and all industrial and intellectual property rights and all rights associated therewith, throughout the world, including all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, all inventions (whether patentable or not), all rights in invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data, proprietary processes and formulae, algorithms, specifications, customer lists and supplier lists, all designs and any registrations and applications therefor, all trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications, and any and all goodwill associated with and symbolized by the foregoing items, Internet domain name registrations, all copyrights, copyright registrations and applications therefor (including copyrights in computer software, source code, object code, firmware, development tools, files, records, data, schematics and reports), and all other rights corresponding thereto, all rights in databases and data collections, all moral rights of authors and inventors, however denominated, and any similar or equivalent rights to any of the foregoing.

"Intercompany Subordination Agreement" means an intercompany subordination agreement, dated as of the Original Closing Date, executed and delivered by Holdings, each Borrower, each of their respective Subsidiaries, and Agent, the form and substance of which is reasonably satisfactory to Agent.

"Interest Expense" means, for any period, the aggregate of the interest expense of Borrowers for such period, determined on a consolidated basis in accordance with GAAP.

“Interest Payment Date” means (a) with respect to any Base Rate Loan, the first Business Day of each month, (b) with respect to any SOFR Loans, the last day of the Interest Period applicable thereto; provided, that, in the case of any Interest Period greater than three months in duration, interest shall be payable at three month intervals after the commencement of the applicable Interest Period and on the last day of such Interest Period), and, in addition, (c) with respect to all Loans, the earlier of (i) the Maturity Date and (ii) the date on which all or any portion of the Obligations are accelerated pursuant to the terms hereof or the date on which this Agreement is terminated pursuant to the terms hereof.

“Interest Period” means, with respect to each SOFR Loan, a period commencing on the date of the making of such SOFR Loan (or the continuation of a SOFR Loan or the conversion of a Base Rate Loan to a SOFR Loan) and ending 1 or 3 months thereafter; provided, that (a) interest shall accrue at the applicable rate based upon Term SOFR from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (b) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (c) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is 1 month after the date on which the Interest Period began, as applicable, (d) Borrowers may not elect an Interest Period which will end after the Maturity Date and (e) no tenor that has been removed from this definition pursuant to Section 2.15 shall be available for specification in such Notice of Borrowing or conversion notice. For purposes hereof, the date of a Loan or Borrowing initially shall be the date on which such Loan or Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Loan or Borrowing.

“Investment” means, with respect to any Person, any investment by such Person in any other Person (including Affiliates) in the form of loans, guarantees, advances, capital contributions (excluding accounts receivable, credit card and debit card receivables, trade credit, advances to customers, commission, travel and similar advances to employees, directors, officers, members of management, consultants and independent contractors, in each case made in the ordinary course of business or consistent with industry practice), or acquisitions of Indebtedness, Equity Interests, or all or substantially all of the assets of such other Person (or of any division or business line of such other Person), or the transfer of assets by such Person to any statutory division of such Person or to any other Person pursuant to a plan of division, and any other items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, without any adjustment for increases or decreases in value, or write-ups, write-downs, or write-offs with respect to such Investment.

“IRC” means the U.S. Internal Revenue Code of 1986, as amended.

“IRS” means the United States Internal Revenue Service.

“Issuing Bank” means any Lender that, at the request of Borrowers and with the consent of Agent, agrees, in such Lender’s sole discretion, to become an Issuing Bank for the purpose of issuing Letters of Credit under this Agreement and Issuing Bank shall be a Lender. As of the Restatement Date, there is no Issuing Bank.

“LCT Test Date” has the meaning specified therefor in Section 1.8(b) of the Agreement.

“Legal Reservations” means:

(a) the principle that certain remedies (including equitable remedies and remedies that are analogous to equitable remedies in the applicable jurisdiction) may be granted or refused at the discretion of the court, the principles of reasonableness and fairness, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganization, court schemes, moratoria, administration, examinership and other laws generally affecting the rights of creditors and secured creditors and similar principles or limitations under the laws of any applicable jurisdiction;

(b) the time barring of claims under applicable limitation laws (including the Limitation Acts) and defences of acquiescence, set-off or counterclaim and the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void and defences of set-off, counterclaim or acquiescence and similar principles or limitations under the laws of any applicable jurisdiction;

(c) the principle that in certain circumstances security interests granted by way of fixed charge may be recharacterized as a floating charge or that security interests purported to be constituted as an assignment may be recharacterized as a charge;

(d) the principle that additional or default interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;

(e) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;

(f) the principle that the creation or purported creation of security interests over (i) any asset not beneficially owned by the relevant charging company at the date of the relevant security document or (ii) any contract or agreement which is subject to a prohibition on transfer, assignment or charging, may be void, ineffective or invalid and may give rise to a breach of the contract or agreement over which security interests have purportedly been created;

(g) the possibility that a court may strike out a provision of a contract for rescission or oppression, undue influence or similar reason;

(h) the principle that a court may not give effect to any parallel debt provisions, covenants to pay the Agent or other similar provisions;

(i) the principle that certain remedies in relation to regulated entities may require further approval from government or regulatory bodies or pursuant to agreements with such bodies;

(j) similar principles, rights and defences under the laws of any relevant jurisdiction;

(k) the principles of private and procedural laws of the relevant jurisdiction which affect the enforcement of a foreign court judgment;

(l) the principle that in certain circumstances pre-existing security interests purporting to secure an incremental Loan, further advances or any Credit Agreement Refinancing Indebtedness may be void, ineffective, invalid or unenforceable; and

(m) any other matters which are set out as qualifications or reservations (however described) as to matters of law in the legal opinions.

“Lender” has the meaning set forth in the preamble to the Agreement, shall include each Issuing Bank, and shall also include any other Person made a party to the Agreement pursuant to the provisions of Section 13.1 of the Agreement and “Lenders” means each of the Lenders or any one or more of them.

“Lender Group” means each of the Lenders (including each Issuing Bank), Agent, or any one or more of them.

“Lender Group Expenses” means all (a) costs or expenses (including taxes and insurance premiums) required to be paid by any Loan Party or its Subsidiaries under any of the Loan Documents that are paid, advanced, or incurred by the Lender Group, (b) documented out-of-pocket fees or charges paid or incurred by Agent in connection with the Lender Group’s transactions with any Loan Party and its Subsidiaries under any of the Loan Documents, including, photocopying, notarization, couriers and messengers, telecommunication, public record searches, filing fees, recording fees, publication, real estate surveys, real estate title policies and endorsements, and environmental audits, (c) Agent’s customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP searches related to any Loan Party or its Subsidiaries, (d) Agent’s customary fees and charges (as adjusted from time to time) with respect to the disbursement of funds (or the receipt of funds) to or for the account of any Borrower (whether by wire transfer or otherwise), together with any out-of-pocket costs and expenses incurred in connection therewith, (e) customary charges imposed or incurred by Agent resulting from the dishonor of checks payable by or to any Loan Party, (f) reasonable documented out-of-pocket costs and expenses paid or incurred by the Lender Group to correct any default or enforce any provision of the Loan Documents, or during the continuance of an Event of Default, in gaining possession of, maintaining, handling, preserving, storing, shipping, selling, preparing for sale, or advertising to sell the Collateral, or any portion thereof, irrespective of whether a sale is consummated, (g) financial examination, appraisal, and valuation fees and expenses of Agent related to any financial examinations, appraisals, or valuation to the extent of the fees and charges (and up to the amount of any limitation) provided in Section 5.7(b) of the Agreement, (h) Agent’s reasonable costs and expenses (including reasonable documented attorneys’ fees and expenses) relative to third party claims or any other lawsuit or adverse proceeding paid or incurred, whether in enforcing or defending the Loan Documents, or otherwise in connection with the transactions contemplated by the Loan Documents, Agent’s Liens in and to the Collateral, or the Lender Group’s relationship with any Loan Party or any of its Subsidiaries, (i) Agent’s reasonable documented costs and expenses (including reasonable documented attorneys’ fees and due diligence expenses) incurred in advising, structuring, drafting, reviewing, administering (including travel, meals, and lodging), syndicating (including reasonable costs and expenses relative to the rating of the Term Loans, CUSIP, DXSyndicate™, SyndTrak or other communication costs incurred in connection with a syndication of the loan facilities), or amending, waiving, or modifying the Loan Documents, and (j) Agent’s and each Lender’s reasonable documented costs and expenses (including reasonable documented attorneys, accountants, consultants, and other advisors fees and expenses) incurred in terminating, enforcing (including attorneys, accountants, consultants, and other advisors fees and expenses incurred in connection with a “workout,” a “restructuring,” or an Insolvency Proceeding concerning any Loan Party or any of its Subsidiaries or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether a lawsuit or other adverse proceeding is brought, or in taking any enforcement action or any Remedial Action with respect to the Collateral (provided, that the fees and expenses of counsel that shall constitute Lender Group Expenses shall in any event be limited to reasonable and documented costs and out-of-pocket expenses of (w) one (1) legal counsel for Agent and the Lenders (taken as a whole), (x) to the extent necessary, one (1) local counsel in each other relevant jurisdiction for the Agent and the Lenders (taken as a whole), (y) to the extent necessary, one (1) regulatory counsel or specialty if reasonably required for the Agent and the Lenders (taken as a whole), and (z) one or more additional counsel to Lenders if one or more conflicts of interest arise).

“Lender Group Representatives” has the meaning specified therefor in Section 17.9 of the Agreement.

“Lender-Related Person” means, with respect to any Lender, such Lender, together with such Lender’s Affiliates, officers, directors, employees, attorneys, and agents.

“Letter of Credit” means a letter of credit issued by Issuing Bank for the account of any Borrower.

“Letter of Credit Collateralization” means with respect to the Letters of Credit, either (a) providing cash collateral (pursuant to documentation reasonably satisfactory to Agent, including provisions that specify that the applicable Letter of Credit Fees and all commissions, fees, charges and expenses provided for in Section 2.11(k) of the Agreement (including any fronting fees) will continue to accrue while the applicable Letters of Credit are outstanding) to be held by Agent for the benefit of the Revolving Lenders in an amount equal to 105% of the then existing Letter of Credit Usage, (b) delivering to Agent documentation executed by all beneficiaries under the applicable Letters of Credit, in form and substance reasonably satisfactory to Agent and the Issuing Bank, terminating all of such beneficiaries’ rights under the Letters of Credit, or (c) providing Agent with a standby letter of credit, in form and substance reasonably satisfactory to Agent, in the currency in which the applicable Letter of Credit is denominated, from a commercial bank acceptable to Agent (in its sole discretion) in an amount equal to 105% of the then existing Letter of Credit Usage (it being understood that the applicable Letter of Credit Fee and all fronting fees set forth in the Agreement will continue to accrue while the Letters of Credit are outstanding and that any such fees that accrue must be an amount that can be drawn under any such standby letter of credit).

“Letter of Credit Exposure” means, as of any date of determination with respect to any Lender, such Lender’s Pro Rata Share of the Letter of Credit Usage on such date.

“Letter of Credit Usage” means, as of any date of termination, the aggregate undrawn amount of all outstanding Letters of Credit.

“Leverage Ratio” means, as of any date of determination the ratio of (a) (i) the amount of Holdings’ and its Subsidiaries’ Funded Indebtedness as of such date *minus* (ii) the lesser of (x) the amount of Qualified Cash of the Loan Parties as of such date, and (y) \$15,000,000, to (b) Holdings’ and its Subsidiaries’ EBITDA for the 12 month period ended as of such date; provided, however, that EBITDA attributable to Subsidiaries of Holdings that are not Loan Parties shall be excluded from the foregoing calculation to the extent that such EBITDA attributable thereto would cause EBITDA attributable solely to the Loan Parties (calculated to disregard any contribution thereto by any Person who is not a Loan Party) as a group to be less than 75% of EBITDA of Holdings and its Subsidiaries as of the relevant date of determination.¶

“Lien” means any mortgage, hypothec, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or other), security interest, or other security arrangement and any other preference, priority, or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a Capital Lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

“Limited Condition Transaction” shall mean any Permitted Acquisition or other Permitted Investment whose consummation is not conditioned on the availability of, or on obtaining, third-party financing.

“Limitation Acts” means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

“Liquidity” means, as of any date of determination, the sum of Availability and Qualified Cash.

“Loan” shall mean any Revolving Loan, Protective Advance or Term Loan made (or to be made) hereunder.

“Loan Account” has the meaning specified therefor in Section 2.9 of the Agreement.

“Loan Documents” means the Agreement, the Control Agreements, the Copyright Security Agreement, the Fee Letter, each Guaranty Agreement, each Security Agreement, the Intercompany Subordination Agreement, the Seller Note Subordination Agreement, the Letters of Credit, the Mortgages, the Parent Equity Pledge Agreements, the Patent Security Agreement, the Trademark Security Agreement, any note or notes executed by any Borrower in connection with the Agreement and payable to any member of the Lender Group, and any other instrument or agreement entered into, now or in the future, by any Loan Party or any of its Subsidiaries and any member of the Lender Group in connection with the Agreement.

“Loan Parties” means the Borrowers and the Guarantors (other than Parent).

“Loan Prepayment” has the meaning specified therefor in the recitals of this Agreement.

“Margin Stock” as defined in Regulation U of the Board of Governors as in effect from time to time.

“Material Adverse Effect” means (a) a material adverse effect in the business, operations, results of operations, assets, liabilities or financial condition of Parent or any Loan Party and its Subsidiaries, taken as a whole, (b) a material impairment of Parent’s or and its Subsidiaries’, taken as a whole, ability to perform their obligations under the Loan Documents to which they are parties or of the Lender Group’s ability to enforce the Obligations or realize upon the Collateral (other than as a result of as a result of an action taken or not taken that is solely in the control of Agent), or (c) a material impairment of the enforceability or priority of Agent’s Liens with respect to all or a material portion of the Collateral.

“Material Foreign Subsidiary” means each Subsidiary of a Loan Party that is organized in a jurisdiction other than the United States, provided that such Subsidiary (a) generates at least 35% of the combined revenues of Holdings and its Subsidiaries, taken as a whole, for the most recently ended trailing twelve month period; (b) is the owner or licensee of Intellectual Property used in or embodied by any revenue-generating products or services of Holdings and/or its Subsidiaries that account for more than 35% of the combined revenues of Holdings and its Subsidiaries, taken as a whole, for the most recently ended trailing twelve month period; or (c) is the owner of Equity Interests of any Foreign Subsidiary that otherwise constitutes a Material Foreign Subsidiary.

“Material Intellectual Property” means and includes all intellectual property that is (a) used in or embodied by, or that would reasonably be likely to be infringed or misappropriated by the commercialization of, any revenue generating products or services of Holdings and/or its Subsidiaries that account for more than 5.0% of the combined revenues of Holdings and its Subsidiaries, taken as a whole, for the most recently ended trailing twelve month period, or (b) otherwise necessary to the business of Holdings and/or its Subsidiaries.

“Maturity Date” means December 31, 2026.

“Maximum Revolver Amount” means \$0.

“Monroe Capital” means Monroe Capital Management Advisors, LLC, a Delaware limited liability company.

“Moody’s” has the meaning specified therefor in the definition of Cash Equivalents.

“Mortgages” means, individually and collectively, one or more mortgages, hypothecs, deeds of trust, or deeds to secure debt, executed and delivered by any Loan Party or one of its Subsidiaries in favor of Agent, in form and substance reasonably satisfactory to Agent, that encumber the Real Property Collateral.

“Multiemployer Plan” means any multiemployer plan within the meaning of Section 4001(a)(3) of ERISA with respect to which any Loan Party has an obligation to contribute or has any liability, contingent or otherwise (including as the result of being an ERISA Affiliate) or could be assessed withdrawal liability assuming a complete withdrawal from any such multiemployer plan.

“Net Cash Proceeds” means:

(a) with respect to any sale or disposition by Holdings or any of its Subsidiaries of assets or receipt of business interruption insurance, the amount of cash proceeds received (directly or indirectly) from time to time (whether as initial consideration or through the payment of deferred consideration, and including insurance proceeds and all proceeds from casualty losses or condemnations) by or on behalf of Holdings or such Subsidiary, in connection therewith after deducting therefrom only (i) the amount of any Indebtedness secured by any Permitted Lien on any asset (other than (A) Indebtedness owing to Agent or any Lender under the Agreement or the other Loan Documents and (B) Indebtedness assumed by the purchaser of such asset) which is required to be, and is, repaid in connection with such sale or disposition, (ii) reasonable fees, commissions, and expenses related thereto and required to be paid by Holdings or such Subsidiary in connection with such sale or disposition, (iii) taxes paid or payable to any taxing authorities by such Borrower or such Subsidiary in connection with such sale or disposition or repatriation of such proceeds to Holdings, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or actually reserved as a payable to a Person that is not an Affiliate of Holdings or any of its Subsidiaries, and are properly attributable to such transaction; and (iv) all amounts that are set aside as a reserve (A) for adjustments in respect of the purchase price of such assets, (B) for any liabilities associated with such sale or casualty, to the extent such reserve is required by GAAP, and (C) for the payment of unassumed liabilities relating to the assets sold or otherwise disposed of at the time of, or within 30 days after, the date of such sale or other disposition, to the extent that in each case the funds described above in this clause (iv) are (x) deposited into escrow with a third party escrow agent or set aside in a separate Deposit Account that is subject to a Control Agreement in favor of Agent and (y) paid to Agent as a prepayment of the applicable Obligations in accordance with Section 2.4(e) of the Agreement at such time when such amounts are no longer required to be set aside as such a reserve;

(b) with respect to the issuance or incurrence of any Indebtedness by Holdings or any of its Subsidiaries, or the issuance by Holdings or any of its Subsidiaries of any Equity Interests, the aggregate amount of cash received (directly or indirectly) from time to time (whether as initial consideration or through the payment or disposition of deferred consideration) by or on behalf of Holdings or such Subsidiary in connection with such issuance or incurrence, after deducting therefrom only (i) reasonable

fees, commissions, and expenses related thereto and required to be paid by Holdings or such Subsidiary in connection with such issuance or incurrence, and (ii) taxes paid or payable to any taxing authorities by Holdings or such Subsidiary in connection with such issuance or incurrence or repatriation of such cash to Holdings, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or actually reserved as a payable to a Person that is not an Affiliate of Holdings or any of its Subsidiaries, and are properly attributable to such transaction; and

(c) with respect to the receipt of an Extraordinary Receipt by Holdings or any of its Subsidiaries, the aggregate amount of cash received (directly or indirectly) from time to time by or on behalf of Holdings or such Subsidiary in connection with such Extraordinary Receipt, after deducting therefrom only (i) reasonable fees, commissions, and expenses related thereto and required to be paid by or such Subsidiary in connection with such Extraordinary Receipt, and (ii) taxes paid or payable to any taxing authorities by Holdings or such Subsidiary in connection with such Extraordinary Receipt or the repatriation of such cash to Holdings, in each case to the extent, but only to the extent, that the amounts so deducted are, at the time of receipt of such cash, actually paid or actually reserved as a payable to a Person that is not an Affiliate of Holdings or any of its Subsidiaries, and are properly attributable to such transaction.

“Non-Consenting Lender” has the meaning specified therefor in Section 14.2(a) of the Agreement.

“Non-Cooperative Jurisdiction” means a non-cooperative tax jurisdiction (*nicht kooperierendes Steuerhoheitsgebiet*) within the meaning of the German Defense against Tax Havens Act (*Gesetz zur Abwehr von Steuervermeidung und unfairem Steuerwettbewerb und zur Änderung weiterer Gesetze*, the “SteuerroasenAbwG”) and the respective legislative decree (*Rechtsverordnung*), each as amended, supplemented, or restated.

“Non-Cooperative Jurisdiction Resident Party” means a Party that is resident in a Non-cooperative Jurisdiction pursuant to Section 2 para. 2 of the SteuerroasenAbwG.

“Non-Defaulting Lender” means each Lender other than a Defaulting Lender.

“Notification Event” means (a) the occurrence of a “reportable event” described in Section 4043 of ERISA for which the 30-day notice requirement has not been waived by applicable regulations, (b) the withdrawal of any US Loan Party or ERISA Affiliate from a Pension Plan during a plan year in which it was a “substantial employer” as defined in Section 4001(a)(2) of ERISA, (c) the termination of a Pension Plan, the filing of a notice of intent to terminate a Pension Plan or the treatment of a Pension Plan amendment as a termination, under Section 4041 of ERISA, if the plan assets are not sufficient to pay all plan liabilities, (d) the institution of proceedings to terminate, or the appointment of a trustee with respect to, any Pension Plan by the PBGC, (e) any other event or condition that would constitute grounds under Section 4042(a) of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan, (f) the imposition of a Lien on a US Loan Party pursuant to the IRC or ERISA in connection with any Employee Benefit Plan or the existence of any facts or circumstances that could reasonably be expected to result in the imposition of a Lien on a US Loan Party, (g) the partial or complete withdrawal of any US Loan Party or ERISA Affiliate from a Multiemployer Plan (other than any withdrawal that would not constitute an Event of Default under Section 8.12), (h) any event or condition that results in the insolvency of a Multiemployer Plan under Title IV of ERISA, (i) any event or condition that results in the termination of a Multiemployer Plan under Section 4041A of ERISA or the institution by the PBGC of proceedings to terminate or to appoint a trustee to administer a Multiemployer Plan under ERISA, (j) any Pension Plan being in “at risk status” within the meaning of IRC Section 430(i), (k) any Multiemployer Plan being in

“endangered status” or “critical status” within the meaning of IRC Section 432(b) or the determination that any Multiemployer Plan is or is expected to be insolvent within the meaning of Title IV of ERISA, (l) with respect to any Pension Plan, any US Loan Party or ERISA Affiliate incurring a substantial cessation of operations within the meaning of ERISA Section 4062(e), (m) the failure of any Pension Plan to meet the minimum funding standards within the meaning of the IRC or ERISA (including Section 412 of the IRC or Section 302 of ERISA), in each case, whether or not waived, (n) the filing of an application for a waiver of the minimum funding standards within the meaning of the IRC or ERISA (including Section 412 of the IRC or Section 302 of ERISA) with respect to any Pension Plan, (o) any event that results in or could reasonably be expected to result in a liability by a US Loan Party pursuant to Title I of ERISA or the excise tax provisions of the IRC relating to Employee Benefit Plans or any event that results in or could reasonably be expected to result in a liability to any US Loan Party pursuant to Title IV of ERISA or Section 401(a)(29) of the IRC, or (p) any of the foregoing is reasonably likely to occur in the following 30 days.

“Not Otherwise Applied” means, with reference to any amount of net cash proceeds of any transaction or event that is proposed to be applied to a particular use or transaction, that such amount has not previously been (and is not simultaneously being) applied as Permitted Equity Proceeds used to make Permitted Acquisitions, or to increase the Available Amount).

“Obligations” means (a) all loans (including the Term Loans and the Revolving Loans (inclusive of Protective Advances)), debts, principal, interest (including any interest that accrues after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding), reimbursement or indemnification obligations with respect to Letters of Credit (irrespective of whether contingent), premiums, liabilities (including all amounts charged to the Loan Account pursuant to the Agreement), obligations (including indemnification obligations) of any Loan Party, fees (including the fees provided for in the Fee Letter) of any Loan Party, Lender Group Expenses (including any fees or expenses that accrue after the commencement of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding) of any Loan Party, guaranties of any Loan Party, and all covenants and duties of any other kind and description owing by any Loan Party arising out of, under, pursuant to, in connection with, or evidenced by the Agreement or any of the other Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all other expenses or other amounts that any Loan Party is required to pay or reimburse by the Loan Documents or by law or otherwise in connection with the Loan Documents, (b) all debts, liabilities, or obligations (including reimbursement obligations, irrespective of whether contingent) owing by any Borrower or any other Loan Party to Issuing Bank now or hereafter arising from or in respect of Letters of Credit, and (c) all Bank Product Obligations; provided, that Obligations shall not include Excluded Swap Obligations. Without limiting the generality of the foregoing, the Obligations under the Loan Documents include the obligation to pay (i) the principal of the Revolving Loans and the Term Loan, (ii) interest accrued on the Revolving Loans and the Term Loans, (iii) the amount necessary to reimburse Issuing Bank for amounts paid or payable pursuant to Letters of Credit, (iv) Letter of Credit commissions, fees (including fronting fees) and charges, in each case in respect of Letters of Credit, (v) Lender Group Expenses of any Loan Party, (vi) fees payable by any Loan Party under the Agreement or any of the other Loan Documents, and (vii) indemnities and other amounts payable by any Loan Party under any Loan Document (excluding Excluded Swap Obligations). Any reference in the Agreement or in the Loan Documents to the Obligations shall include all or any portion thereof and any extensions, modifications, renewals, or alterations thereof, both prior and subsequent to any Insolvency Proceeding.

“OFAC” means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Offer” means the takeover offer (as defined in section 974 of the Companies Act 2006) by Aegean Bidco in accordance with the City Code to acquire the entire issued share capital of the Aegean Target (within the meaning of Section 975 of the Companies Act 2006) pursuant to the Offer Documents.

“OID” means original issue discount.

“Original Closing Date” has the meaning specified therefor in the recitals of this Agreement.

“Original Credit Agreement” has the meaning specified therefor in the recitals of this Agreement.

“Original Term Loans” has the meaning specified therefor in the recitals of this Agreement.

“Originating Lender” has the meaning specified therefor in Section 13.1(e) of the Agreement.

“Other Connection Taxes” means, with respect to any Lender, Agent or other recipient, Taxes imposed as a result of a present or former connection between such party and the jurisdiction imposing such Tax (other than connections arising from such party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” has the meaning specified therefor in Section 16.1 of the Agreement.

“Panel” means the Panel on Takeovers and Mergers.

“Parent” has the meaning specified in the recitals to this Agreement.

“Parent Equity Pledge Agreement” means an equity pledge agreement, dated as of the Restatement Date, in form and substance reasonably satisfactory to Agent, executed and delivered by Parent to Agent.

“Participant” has the meaning specified therefor in Section 13.1(e) of the Agreement.

“Participant Register” has the meaning set forth in Section 13.1(i) of the Agreement.

“Patent Security Agreement” has the meaning specified therefor in the Guaranty and Security Agreement.

“Patriot Act” has the meaning specified therefor in Section 4.13 of the Agreement.

“PBGC” means the Pension Benefit Guaranty Corporation or any successor agency.

“Pension Plan” means any Employee Benefit Plan, other than a Multiemployer Plan, which is subject to the provisions of Title IV or Section 302 of ERISA or Sections 412 or 430 of the IRC.

“Perfection Certificate” means a certificate in the form of Exhibit P-1 to the Agreement.

“Perfection Requirements” means the making or the procuring of the appropriate registrations, filing, endorsements, registrations in the relevant registers, acknowledgement, notarization, stampings and/or notifications of or under the Security Documents and/or the security interests created thereunder and any other actions or steps, necessary in any jurisdiction or under any laws or regulations in order to create or perfect any security interests or the Security Documents or to achieve the relevant priority expressed therein.

“Periodic Term SOFR Determination Day” has the meaning specified in the definition of “Term SOFR”.

“Permitted Acquisition” means: (w) the Rezolve Change of Control, (x) the Aegean Acquisition and (y) any other Acquisition so long as:

(a) (i) no Default or Event of Default shall have occurred and be continuing or would result from the consummation of the proposed Acquisition (or, in the case of a Limited Condition Transaction, (A) no Default or Event of Default shall have occurred and be continuing on the date of the execution of the definitive agreement in connection with such Limited Condition Transaction, or would result therefrom, and (B) no Event of Default pursuant to Sections 8.1, 8.4, or 8.5 shall have occurred and be continuing or would result from the consummation of the proposed Limited Condition Transaction), and (ii) such acquisition shall have been consensual,

(b) Borrowers have provided Agent with written confirmation, supported by reasonably detailed calculations, that on a *pro forma* basis (including *pro forma* adjustments arising out of events which are directly attributable to such proposed Acquisition, are factually supportable, and are expected to have a continuing impact, in each case, determined as if the combination had been accomplished at the beginning of the relevant period; such eliminations and inclusions to be mutually and reasonably agreed upon by Borrowers and Agent) created by adding the historical combined financial statements of Borrowers (including the combined financial statements of any other Person or assets that were the subject of a prior Permitted Acquisition during the relevant period) to the historical consolidated financial statements of the Person to be acquired (or the historical financial statements related to the assets to be acquired) pursuant to the proposed Acquisition, Holdings and its Subsidiaries would have been in compliance with the financial covenants in Section 7 of the Agreement for the fiscal quarter ended immediately prior to the proposed date of consummation of such proposed Acquisition,

(c) on a *pro forma* basis, Holdings and its Subsidiaries would have been in compliance with the financial covenants in Section 7 of the Agreement for the most recent fiscal quarter ended immediately prior to the proposed date of consummation of such proposed Acquisition for which financial statements are available,

(d) Borrowers have provided Agent with its due diligence package relative to the proposed Acquisition, including forecasted balance sheets, profit and loss statements, and cash flow statements of the Person or assets to be acquired, all prepared on a basis consistent with such Person’s (or assets’) historical financial statements, together with appropriate supporting details); provided that (i) with respect to any Permitted Acquisition that has a Purchase Price of less than \$10,000,000, such materials shall only be required to be delivered to the extent available, (ii) with respect to any Permitted Acquisition that has a Purchase Price of (x) less than \$25,000,000, Borrowers shall be required to deliver to Agent a cash proof analysis or a quality of revenue report conducted by a reputable firm agreed to in good faith by Agent, and (y) \$25,000,000 or more, Borrowers shall be required to deliver to Agent a quality of earnings report conducted by a reputable firm agreed to in good faith by Agent, and (iii) with respect to all Permitted Acquisitions, regardless of the aggregate Purchase Price, Borrowers have provided Agent with (A) public

record searches or Agent has obtained such public record searches (including tax lien, litigation, and Uniform Commercial Code searches and searches with the patent and trademark office, the copyright office, or the department of motor vehicles, to the extent such searches are necessary or appropriate (as promptly determined by Agent, in its Permitted Discretion, for any Acquisition)), (B) formation documents of any Acquisition target or Subsidiary, and (C) other information reasonably required by Agent to perform the due diligence contemplated by Section 17.12 of the Agreement,

(e) Borrowers shall have Liquidity in an amount equal to or greater than \$4,500,000 immediately after giving effect to the consummation of the proposed Acquisition,

(f) the assets being acquired or the Person whose Equity Interests are being acquired has EBITDA of greater than \$0, on a *pro forma* adjusted basis, during the 12 consecutive month period most recently concluded prior to the date of the proposed Acquisition for which financial statements are available, unless such Permitted Acquisition is funded solely with the proceeds of Permitted Equity Proceeds,

(g) the assets being acquired (other than a *de minimis* amount of assets in relation to Holdings' and its Subsidiaries' total assets), or the Person whose Equity Interests are being acquired, are useful in or engaged in, as applicable, the business of Holdings and its Subsidiaries or a business reasonably related thereto,

(h) Borrowers have provided Agent with (i) written notice of the proposed Acquisition prior (or, in the case of proposed Acquisitions with a Purchase Price of \$10,000,000 or more, 7 Business Days' prior written notice) to the anticipated closing date of the proposed Acquisition and (ii) copies of the acquisition agreement and other material documents relative to the proposed Acquisition to the extent available or, if not available, substantially final drafts followed promptly by final versions when available, which in the case of proposed Acquisitions with a Purchase Price of \$10,000,000 or more, shall be delivered not later than 7 Business Days prior to the anticipated closing date of the proposed Acquisition,

(i) the aggregate amount of such Investments made pursuant to this definition by Loan Parties in Persons are not or do not become Loan Parties and assets that are not (or do not become) owned by Loan Parties, in each case, shall not exceed \$25,000,000, in each case unless otherwise approved by the Agent (such consent not to be unreasonably withheld or delayed) Purchase Price payable in respect of any assets being acquired acquired),

(j) the subject assets or Equity Interests, as applicable, are being acquired directly by Borrowers or one of their respective Subsidiaries that is a Loan Party, and, in connection therewith, the applicable Loan Party shall have complied with Sections 5.11 or 5.12 of the Agreement, as applicable, of the Agreement and, in the case of an acquisition of Equity Interests, the applicable Loan Party shall have demonstrated to Agent that the new Loan Parties have received consideration sufficient to make the joinder documents binding and enforceable against such new Loan Parties,

(k) the Purchase Price payable in respect of all Permitted Acquisitions shall not exceed \$50,000,000 in the aggregate; provided, that to the extent that the Purchase Price for any Permitted Acquisition is financed with cash proceeds received from a capital contribution to Holdings or from the sale or issuance of Equity Interests (other than Disqualified Equity Interests) of Holdings, in each case, which are contributed by Holdings to any Borrower in immediately available funds ("Permitted Equity Proceeds"), substantially concurrently with and for the purpose of financing such Permitted Acquisition (in each case, limited to Permitted Equity Proceeds that are Not Otherwise Applied), then the aggregate amount

of such Purchase Price financed with Permitted Equity Proceeds shall not count against the \$50,000,000 cap set forth above in this clause (k), and

(l) Agent shall have received prior to the proposed Acquisition, a certificate signed by an officer of Borrowers certifying compliance with the foregoing conditions.

“Permitted Discretion” means a determination made in the exercise of reasonable (from the perspective of a secured commercial lender) business judgment.

“Permitted Dispositions” means:

(a) sales, abandonment, or other dispositions of Equipment that is substantially worn, damaged, or obsolete or no longer used or useful in the ordinary course of business and leases or subleases of Real Property not useful in the conduct of the business of Holdings and its Subsidiaries,

(b) sales of inventory to buyers in the ordinary course of business,

(c) the use or transfer of money or Cash Equivalents in a manner that is not prohibited by the terms of the Agreement or the other Loan Documents,

(d) the licensing, on a non-exclusive basis, Intellectual Property rights in the ordinary course of business,

(e) the granting of Permitted Liens,

(f) the sale or discount, in each case without recourse, of accounts receivable arising in the ordinary course of business, but only in connection with the compromise or collection thereof,

(g) any involuntary loss, damage or destruction of property,

(h) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property,

(i) the leasing or subleasing of assets (other than Intellectual Property) of Holdings or its Subsidiaries in the ordinary course of business,

(j) the sale or issuance of Equity Interests (other than Disqualified Equity Interests) of Parent,

(k) (i) the lapse of registered Intellectual Property of any Loan Party or any of its Subsidiaries to the extent not economically desirable in the conduct of its business or (ii) the abandonment of copyrights, trademarks, and patents in the ordinary course of business so long as (in each case under clauses (i) and (ii)), (A) with respect to copyrights and patents, such copyrights and patents are not material revenue generating copyrights or patents, and (B) such lapse is not materially adverse to the interests of the Lender Group,

(l) the making of Restricted Payments that are expressly permitted to be made pursuant to the Agreement,

(m) the making of Permitted Investments,

(n) so long as no Event of Default has occurred and is continuing or would immediately result therefrom, transfers of assets (i) from any Loan Party or any of its Subsidiaries (other than such Borrower) to a Loan Party and (ii) from any Subsidiary of any Borrower that is not a Loan Party to any other Subsidiary of any Borrower,

(o) sales or dispositions of assets (other than Material Intellectual Property or Equity Interests of any Person that owns Material Intellectual Property) not otherwise permitted in clauses (a) through (n) above so long as (i) no Default or Event of Default then exists or would arise therefrom, (ii) other than sales or dispositions of assets with a fair market value of less than or equal to \$700,000 in the aggregate for all such sales or dispositions in reliance on this clause (o) in any fiscal year, (A) such sale or disposition shall be made at fair market value, and (B) Borrowers or its Subsidiaries shall receive not less than 75% of such consideration in the form of cash or Cash Equivalents (in each case, free and clear of all Liens, other than Permitted Liens); provided, however, that for purposes of this clause (B), any Designated Non-Cash Consideration received in respect of such sale or disposition having an aggregate fair market value as reasonably determined by the Borrowers in good faith, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (x) that is at that time outstanding, not in excess of \$700,000, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value shall be deemed to be cash, and

(p) sales or dispositions of receivables to NowAccount or its successor (“Factored Receivables”) pursuant to a program designed to accelerate the Loan Parties’ and their Subsidiaries’ receipt of payment therefor so long as no more than \$2 million of such Factored Receivables is outstanding at any one time.

Notwithstanding anything to the contrary contained in the Agreement or the other Loan Documents, in no event shall any Loan Party or its Subsidiaries convey, sell, assign, dispose of, or otherwise transfer (including by transfer of Equity Interests of any Person that owns such intellectual property) (x) any Material Intellectual Property to any non-Loan Party (including Parent), or (y) any Material Intellectual Property held or maintained by a Loan Party to a Loan Party (i) that is not a Borrower or a Subsidiary of a Borrower and (ii) if 100% of the Equity Interests of such Loan Party have not been pledged as Collateral to the Agent to secure the Obligations, but excluding for the avoidance of doubt, any non-exclusive licensing arrangements otherwise expressly permitted by the Agreement.

“Permitted Indebtedness” means:

- (a) Indebtedness evidenced by the Agreement or the other Loan Documents,
- (b) Indebtedness set forth on Schedule P-3 to the Agreement and any Refinancing Indebtedness in respect of such Indebtedness,
- (c) Permitted Purchase Money Indebtedness and any Refinancing Indebtedness in respect of such Indebtedness,
- (d) endorsement of instruments or other payment items for deposit,
- (e) Indebtedness consisting of (i) unsecured guarantees incurred in the ordinary course of business with respect to surety and appeal bonds, performance bonds, bid bonds, appeal bonds, completion guarantee and similar obligations; (ii) unsecured guarantees arising with respect to customary indemnification obligations to purchasers in connection with Permitted Dispositions; and (iii) unsecured

guarantees with respect to Indebtedness of Holdings or one of its Subsidiaries, to the extent that the Person that is obligated under such guaranty could have incurred such underlying Indebtedness,

(f) unsecured Indebtedness of any Borrower owing to sellers of assets or Equity Interests that is incurred on the date of the consummation of a Permitted Acquisition solely for the purpose of consummating such Permitted Acquisition so long as (i) no Event of Default has occurred and is continuing or would result therefrom, (ii) such Indebtedness does not exceed the greater of (x) \$4,000,000 and (y) 35% of TTM EBITDA (calculated on a Pro Forma Basis) at any time outstanding, (iii) the terms and conditions (including economic terms and the absence of covenants) are satisfactory to Agent, (iv) such unsecured Indebtedness does not mature prior to the date that is 12 months after the Maturity Date, (v) such unsecured Indebtedness does not amortize until 12 months after the Maturity Date, (vi) such unsecured Indebtedness does not provide for the payment of interest thereon in cash or Cash Equivalents prior to the date that is 12 months after the Maturity Date, and (vii) such Indebtedness is subordinated in right of payment to the Obligations on terms and conditions reasonably satisfactory to Agent and the Required Lenders,

(g) Acquired Indebtedness in an amount not to exceed the greater of (i) \$2,500,000 and (ii) 20% of TTM EBITDA (calculated on a Pro Forma Basis) outstanding at any one time,

(h) Indebtedness incurred in the ordinary course of business under performance, surety, statutory, or appeal bonds,

(i) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to any Loan Party or any of its Subsidiaries, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year,

(j) the incurrence by Holdings or its Subsidiaries of Indebtedness under Hedge Agreements that are incurred for the bona fide purpose of hedging the interest rate, commodity, or foreign currency risks associated with Holdings' and its Subsidiaries' operations and not for speculative purposes,

(k) Indebtedness incurred in the ordinary course of business in respect of credit cards, credit card processing services, debit cards, stored value cards, commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards"), or Cash Management Services,

(l) unsecured Indebtedness of any Borrower owing to former or present employees, officers, or directors (or any spouses, ex-spouses, or estates of any of the foregoing) incurred in connection with the repurchase by such Borrower of the Equity Interests of Parent that has been issued to such Persons, so long as (i) no Default or Event of Default has occurred and is continuing or would result from the incurrence of such Indebtedness, (ii) the aggregate amount of all such Indebtedness outstanding at any one time does not exceed \$1,500,000, and (iii) such Indebtedness is subordinated to the Obligations on terms and conditions reasonably acceptable to Agent,

(m) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, non-compete, or similar obligation of a Borrower or the applicable Loan Party incurred in connection with the consummation of one or more Permitted Acquisitions,

(n) Indebtedness composing Permitted Investments,

(o) unsecured Indebtedness incurred in respect of netting services, overdraft protection, and other like services, in each case, incurred in the ordinary course of business,

(p) unsecured Indebtedness of Holdings or its Subsidiaries in any acquisition consummated prior to the Restatement Date, a Permitted Acquisition, any other Investment not prohibited hereunder or any Disposition, in each case to the extent constituting obligations under noncompete agreements, consulting agreements, indemnification obligations or obligations in respect of purchase price (including Earn-Outs) or other similar deferred purchase price or arrangements or adjustments so long as (i) the maximum amount of all Earn-Outs during the term of the Agreement does not exceed, the greater of (x) \$4,000,000 and (y) 35% of TTM EBITDA (calculated on a Pro Forma Basis), (ii) such unsecured Indebtedness is on terms and conditions reasonably acceptable to Agent, and (iii) such unsecured Indebtedness is subordinated to the Obligations on terms and conditions reasonably acceptable to Agent,

(q) unsecured Indebtedness of Holdings or its Subsidiaries in respect of holdbacks owing to sellers of assets or Equity Interests to such Borrower or its Subsidiaries that is incurred in connection with the consummation of one or more Permitted Acquisitions or other Permitted Investments so long as the maximum amount of all such holdbacks at any time does not exceed an aggregate of \$5,000,000,

(r) accrual of interest, accretion or amortization of OID, or the payment of interest in kind, in each case, on Indebtedness that otherwise constitutes Permitted Indebtedness,

(s) Indebtedness incurred pursuant to Section 8a of the German Old Age Employees Retirement Act (*Altersteilzeitgesetz*) or Section 7e of the Fourth Book of the German Social Security Code IV (*Sozialgesetzbuch IV*),

(t) any other Indebtedness incurred by Holdings or any of its Subsidiaries in an aggregate outstanding amount not to exceed \$4,000,000 at any one time; provided, that other than with respect to Liens on cash collateral securing Indebtedness for letters of credit in an aggregate amount not to exceed \$1,500,000, all such Indebtedness under this clause (t) shall be unsecured,

(u) Indebtedness of Parent in an aggregate principal amount not to exceed \$50,000,000 (or as increased pursuant to the Seller Note as in effect on the date hereof) plus the amount of any interest that is capitalized thereon evidenced by the Seller Note, so long as such Indebtedness is subject to the Seller Note Subordination Agreement,

(v) Indebtedness incurred pursuant to terms that are substantially consistent with those reflected in those certain Installment Payment Agreements by and between TFC Technology Finance and one or more of the Loan Parties, provided that the aggregate principal amount of all such Indebtedness outstanding at any one time does not exceed \$5,500,000 and any Refinancing Indebtedness in respect thereof.

“Permitted Intercompany Advances” means loans and other Investments made by (a) a Loan Party to another Loan Party, (b) a Subsidiary of Holdings that is not a Loan Party to another Subsidiary of Holdings that is not a Loan Party, (c) any Loan Party or a Subsidiary of Holdings that is not a Loan Party to a Loan Party, so long as the parties thereto are party to the Intercompany Subordination Agreement, (d) a member of the Rezolve Group to a Loan Party or a Subsidiary of a Loan Party not to exceed \$10,000,000 in the aggregate at any one time, and (e) a Loan Party to a Subsidiary of Holdings that is not a Loan Party, so long as (i) at the time of making such loan or Investment, no Event of Default has occurred and is continuing or would result therefrom, and (ii) such loans or other Investments are used to

cover business-related expenses necessary for the provision of Holdings' and its Subsidiaries' operations in the European Union consisting of payroll, employee benefits, travel expenses, independent contractor expenses, real estate rent, professional services, insurance, and other office-related overhead expenses of such non-Loan Party Subsidiary.

“Permitted Investments” means:

- (a) Investments in cash and Cash Equivalents,
- (b) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business,
- (c) advances made in connection with purchases of goods or services in the ordinary course of business,
- (d) Investments received in settlement of amounts due to any Loan Party or any of its Subsidiaries effected in the ordinary course of business or owing to any Loan Party or any of its Subsidiaries as a result of Insolvency Proceedings involving an account debtor or upon the foreclosure or enforcement of any Lien in favor of a Loan Party or its Subsidiaries,
- (e) Investments owned by any Loan Party or any of its Subsidiaries on the Restatement Date and set forth on Schedule P-1 to the Agreement,
- (f) guarantees permitted under the definition of Permitted Indebtedness,
- (g) Permitted Intercompany Advances,
- (h) Equity Interests or other securities acquired in connection with the satisfaction or enforcement of Indebtedness or claims due or owing to a Loan Party or its Subsidiaries (in bankruptcy of customers or suppliers or otherwise outside the ordinary course of business) or as security for any such Indebtedness or claims,
- (i) deposits of cash made in the ordinary course of business to secure performance of operating leases,
- (j) (i) non-cash loans and advances to employees, officers, and directors of any Loan Party or any of its Subsidiaries for the purpose of purchasing Equity Interests in Parent so long as the proceeds of such loans are used in their entirety to purchase such Equity Interests in Parent, and (ii) loans and advances to employees and officers of any Loan Party or any of its Subsidiaries in the ordinary course of business for any other business purpose and in an aggregate amount not to exceed, the greater of (x) \$2,000,000 and (y) 15% of TTM EBITDA (calculated on a Pro Forma Basis)) at any one time,
- (k) Permitted Acquisitions,
- (l) Investments in the form of capital contributions and the acquisition of Equity Interests made by any Loan Party in any other Loan Party (other than capital contributions to or the acquisition of Equity Interests of any Borrower),

(m) Investments resulting from entering into (i) Bank Product Agreements, or (ii) agreements relative to Indebtedness that is permitted under clause (j) of the definition of Permitted Indebtedness,

(n) equity Investments by any Loan Party in any Subsidiary of such Loan Party which is required by law to maintain a minimum net capital requirement or as may be otherwise required by applicable law,

(o) so long as no Event of Default has occurred and is continuing or would result therefrom, any other Investments in an aggregate amount not to exceed the sum of (i) \$4,000,000, plus (ii) at the option of the Borrower, any amounts available for use under Sections 6.6(b) and 6.7(e), during the term of the Agreement,

(p) additional Investments (other than Investments of Material Intellectual Property) in an amount not to exceed (A) the Available Amount immediately prior to the time of the making of such Investment, so long as (i) no Event of Default shall have occurred and be continuing or would result therefrom, and (ii) on a *pro forma* basis after giving effect to such Investment, Holdings and its Subsidiaries shall have a Leverage Ratio of greater than 7.50:1.00, in each case, for the fiscal month ended immediately prior to the date of such Investment for which financial statement have been, or were required to be, delivered pursuant to the Agreement, plus (B) at the option of the Borrower, any amounts available for use under Sections 6.6(b) and 6.7(e), during the term of the Agreement, and

(q) to the extent constituting an Investment, advances in respect of customary transfer pricing and cost-sharing arrangements (i.e. “cost-plus” arrangements) that are in the ordinary course of business and consistent with past practice.

Notwithstanding anything to the contrary contained in the Agreement or the other Loan Documents, in no event shall any Loan Party or its Subsidiaries convey, sell, assign, dispose of, or otherwise transfer (including by transfer of Equity Interests of any Person that owns such intellectual property) (x) any Material Intellectual Property to any non-Loan Party (including Parent), or (y) any Material Intellectual Property held or maintained by a Loan Party to a Loan Party (i) that is not a Borrower or a Subsidiary of a Borrower and (ii) if 100% of the Equity Interests of such Loan Party have not been pledged as Collateral to the Agent to secure the Obligations, but excluding for the avoidance of doubt, any non-exclusive licensing arrangements otherwise expressly permitted by the Agreement.

“Permitted Liens” means:

(a) Liens granted to, or for the benefit of, Agent to secure the Obligations,

(b) Liens for unpaid taxes, assessments, or other governmental charges or levies that either (i) are not yet delinquent, or (ii) do not have priority over Agent’s Liens and the underlying taxes, assessments, or charges or levies are the subject of Permitted Protests,

(c) judgment Liens arising solely as a result of the existence of judgments, orders, or awards that do not constitute an Event of Default under Section 8.3 of the Agreement,

(d) Liens set forth on Schedule P-2 to the Agreement; provided, that to qualify as a Permitted Lien, any such Lien described on Schedule P-2 to the Agreement shall only secure the Indebtedness that it secures on the Restatement Date and any Refinancing Indebtedness in respect thereof,

(e) the interests of lessors under operating leases and non-exclusive licensors under license agreements,

(f) purchase money Liens on fixed assets or the interests of lessors under Capital Leases to the extent that such Liens or interests secure Permitted Purchase Money Indebtedness and so long as (i) such Lien attaches only to the fixed asset purchased or acquired and the proceeds thereof, and (ii) such Lien only secures the Indebtedness that was incurred to acquire the fixed asset purchased or acquired or any Refinancing Indebtedness in respect thereof,

(g) Liens arising by operation of law in favor of warehousemen, landlords (including, in respect of real property located in Germany, any landlord's lien (*Vermieter- oder Verpächterpfandrecht*)), carriers, mechanics, materialmen, laborers, or suppliers, incurred in the ordinary course of business and not in connection with the borrowing of money, and which Liens either (i) are for sums not yet delinquent, or (ii) are the subject of Permitted Protests,

(h) Liens on amounts deposited to secure Holdings' and its Subsidiaries' obligations in connection with worker's compensation or other unemployment insurance,

(i) Liens on amounts deposited to secure Holdings' and its Subsidiaries' obligations in connection with the making or entering into of bids, tenders, or leases in the ordinary course of business and not in connection with the borrowing of money,

(j) Liens on amounts deposited to secure Holdings' and its Subsidiaries' reimbursement obligations with respect to surety or appeal bonds obtained in the ordinary course of business,

(k) with respect to any Real Property, easements, rights of way, and zoning restrictions that do not materially interfere with or impair the use or operation thereof,

(l) non-exclusive licenses of Intellectual Property rights granted in the ordinary course of business,

(m) Liens that are replacements of Permitted Liens to the extent that the original Indebtedness is the subject of permitted Refinancing Indebtedness and so long as the replacement Liens only encumber those assets that secured the original Indebtedness,

(n) rights of setoff or bankers' liens upon deposits of funds in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such Deposit Accounts in the ordinary course of business, including liens or rights of set-off arising under the general terms and conditions of banks with whom any group member maintains a banking relationship in the ordinary course of business; including liens of group members under the German general terms and condition of banks and saving banks (*Allgemeine Geschäftsbedingungen der Banken und Sparkassen*),

(o) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness,

(p) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods,

(q) Liens solely on any cash earnest money deposits made by Holdings or any of its Subsidiaries in connection with any letter of intent or purchase agreement with respect to a Permitted Acquisition,

(r) Liens assumed by Holdings or its Subsidiaries in connection with a Permitted Acquisition that secure Acquired Indebtedness that is Permitted Indebtedness to the extent such Liens are on the Equipment or real property acquired with such Acquired Indebtedness,

(s) Liens incurred pursuant to Section 8a of the German Old Age Employees Retirement Act (*Altersteilzeitgesetz*) or Section 7e of the Fourth Book of the German Social Security Code IV (*Sozialgesetzbuch IV*),

(t) any security or quasi-security granted under mandatory law (sections 22, 204 of the German Transformation Act (*Umwandlungsgesetz*)) in favor of creditors as a consequence of a merger or conversion permitted under this Agreement,

(u) other Liens which do not secure Indebtedness for borrowed money or letters of credit (other than Liens on cash collateral to secure obligations in respect of letters of credit) in an aggregate amount not to exceed \$4,000,000,

(v) Liens incurred pursuant to clause (u) of the definition of "Permitted Indebtedness", provided, that such Lien attaches only to assets as described in the certain Installment Payment Agreements referred to in such clause (u) of "Permitted Indebtedness" and the proceeds thereof, and

(w) Liens on the Collateral securing the Indebtedness evidenced by the Seller Note permitted pursuant to clause (v) of the definition of "Permitted Indebtedness" so long as such Liens are subject to the Seller Note Subordination Agreement.

"Permitted Protest" means the right of any Loan Party or any of its Subsidiaries to protest any Lien (other than any Lien that secures the Obligations), taxes (other than payroll taxes or taxes that are the subject of a United States federal tax lien), or rental payment, provided that (a) a reserve with respect to such obligation is established on any Loan Party's or its Subsidiaries' books and records in such amount as is required under GAAP, (b) any such protest is instituted promptly and prosecuted diligently by any Loan Party or its Subsidiary, as applicable, in good faith, and (c) while any such protest is pending, there will be no impairment of the enforceability, validity, or priority of any of Agent's Liens.

"Permitted Purchase Money Indebtedness" means, as of any date of determination, (a) Indebtedness (other than the Obligations), incurred after the Restatement Date and at the time of, or within 20 days after, the acquisition of any fixed assets for the purpose of financing all or any part of the acquisition cost thereof, and (b) Capitalized Lease Obligations, in an aggregate principal amount outstanding at any one time (pursuant to clauses (a) and (b)) not in excess of, \$6,000,000.

"Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Personal Data" means a natural Person's name, voice or likeness, street address, telephone number, email address, social security number, driver's license number, passport number, payment or credit card data, or customer or account number or any other piece of information that identifies or locates a

natural person or that, in combination with other reasonably available data can be used to identify or locate a natural Person.

“Platform” has the meaning specified therefor in Section 17.9(c) of the Agreement.

“Prime Rate” means, for any day, the rate of interest in effect for that day equal to the prime rate in the United States as reported from time to time in *The Wall Street Journal* (or other authoritative source selected by Agent in its sole discretion), or as Prime Rate is otherwise determined by Agent in its sole and absolute discretion. Agent’s determination of the Prime Rate will be conclusive, absent manifest error. Any change in the Prime Rate will take effect at the opening of business on the day of that change. In the event *The Wall Street Journal* (or any other authoritative source) publishes a range of “prime rates,” the Prime Rate will be the highest of the “prime rates.”

“Privacy and Information Security Requirements” means (a) all Laws relating to the Processing of Personal Data, and (b) the Payment Card Industry Data Security Standards.

“Process” or “Processing” means the collection, use, storage, processing, recording, distribution, transfer, import, export, protection (including security measures), de-identification, sanitization, disposal, disclosure or other activity regarding data (whether electronically or in any other form or medium).

“Projections” means Borrowers’ forecasted (a) balance sheets, (b) profit and loss statements, and (c) cash flow statements, all prepared on a basis consistent with Borrowers’ historical financial statements, together with appropriate supporting details and a statement of underlying assumptions.

“pro forma basis” and “pro forma effect” mean, with respect to compliance with any test or covenant or calculation hereunder, or the calculation of EBITDA hereunder, the determination or calculation of such test, covenant, ratio or EBITDA (including in connection with Specified Transactions) in accordance with Section 1.12 of the Agreement.

“Pro Rata Share” means, as of any date of determination, with respect to all matters as to a particular Lender (including the indemnification obligations arising under Section 15.7 of the Agreement), the percentage obtained by dividing (i) the Revolving Loan Exposure and the Term Loan Exposure, by (ii) the aggregate Revolving Loan Exposure and the Term Loan Exposure of all Lenders, in any such case as the applicable percentage may be adjusted by assignments permitted pursuant to Section 13.1; provided, that if all of the Loans have been repaid in full, all Letters of Credit have been made the subject of Letter of Credit Collateralization, and all Commitments have been terminated, Pro Rata Share under this clause shall be determined as if the Revolving Loan Exposures and the Term Loan Exposures had not been repaid, collateralized, or terminated and shall be based upon the Revolving Loan Exposures and Term Loan Exposures as they existed immediately prior to their repayment, collateralization, or termination.

“Protective Advances” has the meaning specified therefor in Section 2.3(d)(i) of the Agreement.

“Public Lender” has the meaning specified therefor in Section 17.9(c) of the Agreement.

“Purchase Price” means, with respect to any Acquisition, an amount equal to the aggregate consideration, whether cash, property or securities (including the fair market value of any Equity Interests of Parent issued in connection with such Acquisition and including Earn-Outs (with counting as Purchase

Price to the extent of the amount required in accordance with GAAP at the time of such Acquisition to be included as a liability on the consolidated balance sheet of Holdings and its Subsidiaries), paid or delivered by Holdings or one of its Subsidiaries in connection with such Acquisition (whether paid at the closing thereof or payable thereafter and whether deferred, fixed or contingent), but excluding therefrom (a) any cash of the seller and its Affiliates used to fund any portion of such consideration, (b) any cash or Cash Equivalents acquired in connection with such Acquisition and (c) any transaction costs of Holdings or one of its Subsidiaries.

“Qualified Cash” means, as of any date of determination, the amount of unrestricted cash and Cash Equivalents of Holdings and its Subsidiaries that is (a) in Deposit Accounts or in Securities Accounts, or any combination thereof, and which such Deposit Account or Securities Account is the subject of a Control Agreement and is maintained by a branch office of the bank or securities intermediary located within the United States, (b) in Deposit Accounts or Security Accounts maintained by a branch office of a bank or securities intermediary located within the United Kingdom in an amount, for purposes of this clause (b), not to exceed \$1,500,000 or (c) in deposit accounts or security accounts maintained by a branch office of a bank or securities intermediary located within the Germany in an amount, for purposes of this clause (c), not to exceed \$1,500,000.

“Qualified Equity Interest” means and refers to any Equity Interests issued by Parent (and not by one or more of its Subsidiaries) that is not a Disqualified Equity Interest.

“Qualified IPO” means any transaction whereby, or upon the consummation of which, Parent’s (or any direct or indirect parent of Parent) common Equity Interests are offered or sold (whether through an initial primary underwritten public offering or otherwise) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with a secondary public offering), that generates at least \$150,000,000 in net cash proceeds.

“Quality of Earnings Report” means that quality of earnings report the financial model delivered to Agent on September 15, 2022.

“Real Property” means any estates or interests in real property now owned or hereafter acquired by any Loan Party or one of its Subsidiaries and the improvements thereto.

“Real Property Collateral” means, to the extent located in the United States, any State thereof or the District of Columbia: (a) the Real Property identified on Schedule R-1 to the Agreement and (b) any Real Property hereafter acquired by any Loan Party or one of its Subsidiaries with a fair market value in excess of \$2,000,000.

“Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

“Reference Date” has the meaning specified therefor in the definition of Available Amount.

“Reference Period” has the meaning set forth in the definition of EBITDA.

“Refinancing Indebtedness” means refinancings, renewals, or extensions of Indebtedness so long as:

(a) such refinancings, renewals, or extensions do not result in an increase in the principal amount of the Indebtedness so refinanced, renewed, or extended, other than by the amount of

premiums paid thereon and the fees and expenses incurred in connection therewith and by the amount of unfunded commitments with respect thereto,

(b) such refinancings, renewals, or extensions do not result in a shortening of the average weighted maturity (measured as of the refinancing, renewal, or extension) of the Indebtedness so refinanced, renewed, or extended, nor are they on terms or conditions that, taken as a whole, are or could reasonably be expected to be materially adverse to the interests of the Lenders,

(c) if the Indebtedness that is refinanced, renewed, or extended was subordinated in right of payment to the Obligations, then the terms and conditions of the refinancing, renewal, or extension must include subordination terms and conditions that are at least as favorable to the Lender Group as those that were applicable to the refinanced, renewed, or extended Indebtedness, and

(d) the Indebtedness that is refinanced, renewed, or extended is not recourse to any Person that is liable on account of the Obligations other than those Persons which were obligated with respect to the Indebtedness that was refinanced, renewed, or extended.

“Register” has the meaning set forth in Section 13.1(h) of the Agreement.

“Registered Loan” has the meaning set forth in Section 13.1(h) of the Agreement.

“Rejection Notice” has the meaning specified therefor in Section 2.4(f)(v) of the Agreement.

“Related Fund” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

“Relevant Governmental Body” means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

“Remedial Action” means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate, or in any way address Hazardous Materials in the indoor or outdoor environment, (b) prevent or minimize a release or threatened release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (c) restore or reclaim natural resources or the environment, (d) perform any pre-remedial studies, investigations, or post-remedial operation and maintenance activities, or (e) conduct any other actions with respect to Hazardous Materials required by Environmental Laws.

“Replacement Lender” has the meaning specified therefor in Section 2.13(b) of the Agreement.

“Report” has the meaning specified therefor in Section 15.16 of the Agreement.

“Required Lenders” means, at any time, Lenders having or holding more than 50% of the sum of (a) the aggregate Revolving Loan Exposure of all Lenders, plus (b) the aggregate Term Loan Exposures of all Lenders; provided, that the Revolving Loan Exposure and Term Loan Exposure of any Defaulting Lender shall be disregarded in the determination of the Required Lenders.

“Required Revolving Lenders” means, at any time, Lenders having or holding more than 50% of the aggregate Revolving Loan Exposure of all Lenders; provided, that the Revolving Loan Exposure of any Defaulting Lender shall be disregarded in the determination of the Required Revolving Lenders.

“Restatement Date” means December 1, 2025.

“Restatement Transactions” means, collectively, the execution, delivery and performance by Parent and each Loan Party of Loan Documents to which it is a party, the Rezolve Change of Control, the prepayment of Loans and termination of Commitments as provided herein and the consummation of any other transactions in connection with the foregoing (including (x) the payment of fees and expenses incurred in connection with any of the foregoing (including the Restatement Transaction Expenses) and (y) any restructuring or rollover of Equity Interests in connection with the Rezolve Change of Control).

“Restatement Transaction Expenses” means any fees, costs or expenses incurred or paid by Holdings, any Borrower or any of their respective Affiliates in connection with the Restatement Transactions, this Agreement and the other Loan Documents, and the transactions contemplated hereby and thereby.

“Restricted Payment” means to (a) declare or pay any dividend or make any other payment or distribution (including pursuant to a plan of statutory division), directly or indirectly, on account of Equity Interests issued by Holdings (including any payment in connection with any merger or consolidation involving Holdings), or (b) purchase, redeem, make any sinking fund or similar payment, or otherwise acquire or retire for value (including in connection with any merger or consolidation involving Holdings) any Equity Interests issued by Holdings, and (c) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options, or other rights to acquire Equity Interests of Holdings now or hereafter outstanding.

“Revolver Commitment” means, with respect to each Revolving Lender, its Revolver Commitment and, with respect to all Revolving Lenders, their Revolver Commitments, in each case, as such Dollar amounts are set forth beside such Revolving Lender’s name under the applicable heading on Schedule C-1 to the Agreement as of the Restatement Date or in the Assignment and Acceptance pursuant to which such Revolving Lender became a Revolving Lender under the Agreement, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of Section 13.1 of the Agreement.

“Revolving Lender” means a Lender that has a Revolver Commitment or that has an outstanding Revolving Loan.

“Revolving Loan Exposure” means, with respect to any Revolving Lender, as of any date of determination (a) prior to the termination of the Revolver Commitments, the amount of such Lender’s Revolver Commitment, and (b) after the termination of the Revolver Commitments, the aggregate outstanding principal amount of the Revolving Loans of such Lender.

“Revolving Loans” has the meaning specified therefor in Section 2.1(a) of the Agreement.

“Revolver Usage” means, as of any date of determination, the sum of (a) the amount of outstanding Revolving Loans (inclusive of Protective Advances), plus (b) the amount of the Letter of Credit Usage.

“Rezolve Group” means Parent and its Subsidiaries excluding Holdings and its Subsidiaries.

“Rezolve Liquidity” means, as of any date of determination, the amount of unrestricted cash and Cash Equivalents of the Rezolve Group.

“Rezolve Purchase Agreement” means that certain Sale and Purchase Agreement, dated as of December 1, 2025, relating to the entire issued share capital of Holdings.

“Sales Process” has the meaning specified therefor in Section 5.22(a) of the Agreement.

“Sanctioned Entity” means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country or territory sanctions program administered and enforced by OFAC.

“Sanctioned Person” means, at any time (a) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC’s consolidated Non-SDN list or any other Sanctions-related list maintained by any Governmental Authority, (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

“Sanctions” means individually and collectively, respectively, any and all economic sanctions, financial sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) Her Majesty’s Treasury of the United Kingdom, or (e) any other Governmental Authority with jurisdiction over any member of Lender Group or any Loan Party or any of their respective Subsidiaries or Affiliates.

“S&P” has the meaning specified therefor in the definition of Cash Equivalents.

“SEC” means the United States Securities and Exchange Commission and any successor thereto.

“Secured Parties” means (a) each Lender, (b) the Agent, (c) each Bank Product Provider, (d) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document owed to a Lender or any of its Subsidiaries or an Agent-Related Person of an Agent or any of its Subsidiaries and (e) the successors and permitted assigns of each of the foregoing.

“Securities Account” means a securities account (as that term is defined in the Code or the STA, as applicable).

“Securities Act” means the Securities Act of 1933, as amended from time to time, and any successor statute.

“Security Document” means, collectively, the Parent Equity Pledge Agreement, each U.S. Security Agreement, the Copyright Security Agreement, the Patent Security Agreement, the Trademark Security Agreement, each UK Security Document, each German Security Document and any other agreement, instrument or document that creates or purports to create a Lien in favour of the Agent for the benefit of the Secured Parties.

“Seller Note” means that certain Secured Promissory Note, dated as of December 1, 2025, issued by Parent in favor of Crownpeak Seller Holdco, in the original principal amount of \$50,000,000.

“Seller Note Subordination Agreement” means that certain Intercreditor and Subordination Agreement, dated as of December 1, 2025, between Crownpeak Seller Holdco and and Agent.

“SOFR” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Borrowing” means, as to any Borrowing, the SOFR Loans comprising such Borrowing.

“SOFR Loan” means a Loan that bears interest at a rate based on Term SOFR, other than pursuant to clause (c) of the definition of “Base Rate”.

“SOFR Rate Deadline” has the meaning specified therefor in Section 2.12(b)(i) of the Agreement.

“SOFR Rate Notice” means a written notice in the form of Exhibit L-1.

“SOFR Rate Option” has the meaning specified therefor in Section 2.12(a) of the Agreement.

“Solvency Certificate” means a Solvency Certificate of the chief financial officer of a Loan Party in the form of Exhibit F-1.

“Solvent” means, with respect to any Person as of any date of determination, that (a) at fair valuations, the sum of such Person’s debts (including contingent liabilities) is less than all of such Person’s assets, (b) such Person is not engaged or about to engage in a business or transaction for which the remaining assets of such Person are unreasonably small in relation to the business or transaction or for which the property remaining with such Person is an unreasonably small capital, and (c) such Person has not incurred and does not intend to incur, or reasonably believe that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise), and (d) such Person is “solvent” or not “insolvent”, as applicable within the meaning given those terms and similar terms under applicable laws relating to fraudulent transfers, transfers under value, and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

“Specified Event of Default” means a Default or Event of Default arising under any of Section 8.1 of the Agreement, Section 8.2(a) of the Agreement as a result of a failure to perform or observe any covenant or other agreement contained in Section 7 of the Agreement, Section 8.2(a) of the Agreement as a result of a failure to perform or observe any covenant or other agreement contained in Section 5.1 of the Agreement as it relates to reporting, delivery or otherwise providing financial information to Agent or Lenders, Section 8.4 of the Agreement or Section 8.5 of the Agreement.

“Specified Transaction” means has the meaning specified therefor in the clause (vi) of the definition of EBITDA.

“Sponsor Model” means the financial model delivered to Agent on September 7, 2022.

“Sterling” and “£” means the lawful currency of the United Kingdom.

“Subject Holder” has the meaning specified therefor in Section 2.4(e)(v) of the Agreement.

“Subsequent Transaction” has the meaning specified therefor in Section 1.8(b) of the Agreement.

“Subsidiary” of a Person means a corporation, partnership, limited liability company, or other entity in which that Person directly or indirectly owns or controls the Equity Interests having ordinary voting power to elect a majority of the Board of Directors of such corporation, partnership, limited liability company, or other entity.

“Tax Lender” has the meaning specified therefor in Section 14.2(a) of the Agreement.

“Tax Structure Memorandum” means the report prepared by KPMG LLP entitled Project Aegean - Preliminary Structuring Considerations, dated as of September 26, 2022.

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), fees, assessments or other charges of whatever nature now or hereafter imposed by any Governmental Authority, including any interest, penalties or similar liabilities applicable thereto.

“Term Loan Exposure” means, with respect to any Term Loan Lender, as of any date of determination, the outstanding principal amount of the Term Loans held by such Lender.

“Term Loan Lender” means each Lender that holds any portion of the Term Loans.

“Term Loans” has the meaning specified therefor in Section 2.2 of this Agreement. As of the Restatement Date, the Term Loans are held by the Lenders as set forth on Schedule C-1.

“Term SOFR” means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 4:00 p.m. (Chicago time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark

Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to an Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “Base Rate Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 4:00 p.m. (Chicago time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate SOFR Determination Day.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Agent in its reasonable discretion).

“Term SOFR Reference Rate” means the forward-looking term rate based on SOFR.

“Trademark Security Agreement” has the meaning specified therefor in the Guaranty and Security Agreement.

“TTM EBITDA” means, as of any date of determination, EBITDA of Holdings and its Subsidiaries determined on a consolidated basis in accordance with GAAP, for the 12 month period most recently ended for which financial statements have most recently been delivered, or were required to be delivered pursuant to the terms of the Agreement.

“UK Resolve Subsidiaries” means Rezolve Ai IP Holdings Limited, MPower Plus Global Limited, and Scale Up Commerce Limited.

“UK Security Document” means any other agreement, instrument or document governed by English law that creates or purports to create a Lien in favour of the Agent for the benefit of the Secured Parties, in each case including any supplement or joinder thereto.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Unfinanced Capital Expenditures” means Capital Expenditures excluding Capital Expenditures made with proceeds reinvested in accordance with the proviso to Section 2.4(e)(ii) of the Agreement, and proceeds of related financings other than Revolving Loans with respect to such expenditures.

“United States” and “U.S.” means the United States of America.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Person” means any Person that is a “United States person” as defined in Section 7701(a)(30) of the IRC.

“U.S. Security Agreement” means the Guaranty and Security Agreement, the Parent Equity Pledge Agreement, and any other agreement, instrument or document entered into by a Domestic Loan Party that is governed by the laws of the United States, any State thereof or the District of Columbia that creates or purports to create a Lien in favour of Agent for the benefit of the Secured Parties, in each case including any supplement or joinder thereto.

“Voidable Transfer” has the meaning specified therefor in Section 17.8 of the Agreement.

“Withdrawal Liability” means liability with respect to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Write-Down and Conversion Powers” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

[FORM OF

(iv) U.S. TAX COMPLIANCE CERTIFICATE

(v) (For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Amended and Restated Credit Agreement, dated as of December 1, 2025 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings (as defined therein) and its Subsidiaries party thereto from time to time as Loan Parties (as defined therein), the lenders party thereto from time to time, and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative and collateral agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

Pursuant to the provisions of Section 16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the IRC, (iii) it is not a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the IRC and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the IRC.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

[FORM OF

(vi) U.S. TAX COMPLIANCE CERTIFICATE

(vii) (For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Amended and Restated Credit Agreement, dated as of December 1, 2025 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Holdings (as defined therein) and its Subsidiaries party thereto from time to time as Loan Parties (as defined therein), the lenders party thereto from time to time, and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative and collateral agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

Pursuant to the provisions of Section 16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a “bank” within the meaning of Section 881(c)(3)(A) of the IRC, (iii) it is not a “10 percent shareholder” of the Borrower within the meaning of Section 871(h)(3)(B) of the IRC and (iv) it is not a “controlled foreign corporation” related to the Borrower as described in Section 881(c)(3)(C) of the IRC.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

[FORM OF
U.S. TAX COMPLIANCE CERTIFICATE

(viii) (For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Amended and Restated Credit Agreement, dated as of December 1, 2025 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings (as defined therein) and its Subsidiaries party thereto from time to time as Loan Parties (as defined therein), the lenders party thereto from time to time, and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative and collateral agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

Pursuant to the provisions of Section 16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the IRC, (iv) none of its direct or indirect partners/members is a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the IRC and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the IRC.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

[FORM OF

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Amended and Restated Credit Agreement, dated as of December 1, 2025 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings (as defined therein) and its Subsidiaries party thereto from time to time as Loan Parties (as defined therein), the lenders party thereto from time to time, and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative and collateral agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

Pursuant to the provisions of Section 16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the IRC, (iv) none of its direct or indirect partners/members is a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the IRC and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the IRC.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

PARENT EQUITY PLEDGE AGREEMENT

This **PARENT EQUITY PLEDGE AGREEMENT** (this “Agreement”), dated as of December 1, 2025, by and between **REZOLVE AI PLC**, a public limited company incorporated and registered in England with company number 14573691 (“Pledgor”) and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), Agent, Pledgor, **CROWNPEAK INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation (“Holdings”), **CROWNPEAK TECHNOLOGY, INC.**, a Delaware corporation (“Crownpeak Borrower”), and **EVIDON, INC.**, a Delaware corporation (“Evidon Borrower”; together with Crownpeak Borrower, are referred to hereinafter each individually as a “Borrower” and individually and collectively, jointly and severally, as “Borrowers”), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Agent has agreed to act as agent for the benefit of the Lender Group and the Bank Product Providers in connection with the transactions contemplated by the Credit Agreement and this Agreement;

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to extend the Loans thereunder, to induce the Bank Product Providers to enter into the Bank Product Agreements, and to induce the Lender Group and the Bank Product Providers to make financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, Pledgor has agreed to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in and to the Pledged Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, Pledgor is an Affiliate of Borrowers and, as such, will benefit by virtue of the financial accommodations extended to Borrowers by the Lender Group.

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Construction.

(a) All initially capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement (including Schedule 1.1 thereto). Any terms (whether capitalized or lower case) used in this Agreement that are defined in the Code (including, without limitation, Securities Account) shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Credit Agreement; provided, that to the extent that the

Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

“Agent” has the meaning set forth in the preamble hereto.

“Agreement” has the meaning set forth in the preamble hereto.

“Borrower” and “Borrowers” have the respective meanings set forth in the recitals to this Agreement.

“Code” means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Agent’s Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

“Credit Agreement” has the meaning set forth in the recitals to this Agreement.

“Equity Interests” means all shares, units, options, warrants, interests, or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company, or equivalent entity, whether voting or nonvoting, including general partner partnership interests, limited partner partnership interests, common stock, preferred stock, or any other “equity security” (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act).

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and any successor statute.

“Future Rights” means (i) all Equity Interests (other than Pledged Interests) of any Issuer, and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, all Investment Related Property in connection therewith or related thereto, and Equity Interests of such Issuer; (ii) to the extent of Pledgor’s interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase Equity Interests of any Issuer in which Pledgor, after the date of this Agreement, acquires a direct equity interest; and (iii) the certificates or instruments representing such additional Equity Interests, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such Equity Interests.

“Holder” and “Holders” have the meanings set forth in Section 3 of this Agreement.

“Investment Related Property” means (i) investment property (as that term is defined in the Code) and (ii) all of the following regardless of whether classified as investment property under the Code: the Pledged Governing Documents.

“Issuer” means each of the Persons identified as an Issuer on Schedule 1 attached hereto (or any addendum thereto), and any successors thereto, whether by merger or otherwise.

“Lender” has the meaning set forth in the preamble to this Agreement.

“Lender Group” has the meaning specified therefore in the Credit Agreement.

“Parent Material Adverse Effect” means (a) a material adverse effect in the business, operations, results of operations, assets, liabilities or financial condition of the Parent, (b) a material impairment of Parent’s ability to perform their obligations under the Loan Documents to which is a party or of the Lender Group’s ability to enforce the Obligations or realize upon the Collateral (other than as a result of as a result of an action taken or not taken that is solely in the control of Agent), or (c) a material impairment of the enforceability or priority of Agent’s Liens with respect to all or a material portion of the Collateral.

“Permitted Indebtedness” means:

(a) endorsement of instruments or other payment items for deposit,

(b) unsecured Indebtedness incurred in respect of netting services, overdraft protection, and other like services, in each case, incurred in the ordinary course of business,

(c) Indebtedness in an aggregate principal amount not to exceed \$50,000,000 plus the amount of any interest that is capitalized thereon evidenced by the Seller Note, so long as such Indebtedness is subject to the Seller Note Subordination Agreement, and

(d) any other secured or unsecured Indebtedness incurred by Pledgor in an aggregate outstanding principal amount not to exceed \$150,000,000 at any one time that is non-recourse to Holdings and its Subsidiaries or their assets.

“Permitted Liens” means:

(e) Liens granted to, or for the benefit of, Agent hereunder,

(f) Liens for unpaid taxes, assessments, or other governmental charges or levies that either (i) are not yet delinquent, or (ii) do not have priority over Agent’s Liens and the underlying taxes, assessments, or charges or levies are the subject of Permitted Protests,

(g) judgment Liens arising solely as a result of the existence of judgments, orders, or awards that do not constitute an Event of Default hereunder,

(h) rights of setoff or bankers’ liens upon deposits of funds in favor of banks or other depository institutions,

(i) Liens on the collateral securing the Indebtedness evidenced by the Seller Note permitted pursuant to clause (c) of the definition of “Permitted Indebtedness” so long as such Liens are subject to the Seller Note Subordination Agreement, and

(j) other Liens securing Indebtedness that constitutes Permitted Indebtedness permitted pursuant to clause (d) of the definition of “Permitted Indebtedness”; provided that such Liens do not encumber the assets of Holdings and its Subsidiaries and if such Liens encumber the Collateral pledged by Pledgor pursuant to the Loan Documents: (i) such Liens are pari passu basis with the Liens securing the Obligations and the Indebtedness secured thereby does not exceed \$10,000,000 or (ii) such Liens are

junior to the Liens securing the Obligations, in each case pursuant to intercreditor arrangements satisfactory to Agent.

“Pledged Collateral” means the Pledged Interests, the Future Rights, and the Proceeds, in each case, whether now owned or existing or hereafter acquired or arising.

“Pledged Governing Documents” means all of Pledgor’s rights, powers, and remedies under the Governing Documents of any of the Issuers.

“Pledged Interests” means Pledgor’s right, title and interest in and to all of the Equity Interests identified as Pledged Interests on Schedule I attached hereto (or any addendum thereto) now or hereafter owned by such Pledgor, regardless of class or designation and all substitutions therefor and replacements thereof, all Investment Related Property relating thereto, all proceeds thereof and all rights relating thereto, including any certificates representing such Equity Interests, the right to request that such Equity Interests be registered in the name of Agent or any of its nominees, the right (subject to any limitations contained herein) to receive any certificates representing any of the Equity Interests and the right to require that such certificates be delivered to Agent together with undated powers or assignments of investment securities with respect thereto, duly endorsed in blank by such Pledgor, all warrants, options, in respect thereof and all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.

“Pledgor” has the respective meanings set forth in the preamble hereto.

“Proceeds” means all proceeds (including proceeds of proceeds) of the Pledged Interests and Future Rights including all: (a) rights, benefits, distributions, premiums, profits, dividends, interest, cash, instruments, documents of title, accounts, contract rights, inventory, equipment, general intangibles, deposit accounts, chattel paper, and other property from time to time received, receivable, or otherwise distributed in respect of or in exchange for, or as a replacement of or a substitution for, any of the Pledged Interests, Future Rights, or proceeds thereof (including any cash, Equity Interests, or other securities or instruments issued after any recapitalization, readjustment, reclassification, merger or consolidation with respect to the Issuers and any security entitlements, as defined in the Code, with respect thereto); (b) “proceeds,” as such term is defined in the Code; (c) proceeds of any insurance, indemnity, warranty, or guaranty (including guaranties of delivery) payable from time to time with respect to any of the Pledged Interests, Future Rights, or proceeds thereof; (d) payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Interests, Future Rights, or proceeds thereof; and (e) other amounts from time to time paid or payable under or in connection with any of the Pledged Interests, Future Rights, or proceeds thereof.

“SEC” means the United States Securities and Exchange Commission and any successor thereto.

“Secured Obligations” means all liabilities, obligations (including the Obligations as defined in the Credit Agreement) or undertakings owing by Pledgor or any Loan Party to Agent or any Lender or any Bank Product Provider arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Credit Agreement, any Guaranty Agreement, or any of the other Loan Documents and all of the obligations of Pledgor under this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether

now existing or hereafter arising, and including all interest, costs, fees, (including reasonable and documented out-of-pocket attorneys fees incurred by external counsel), indemnities and expenses (including interest, costs, fees, indemnities and expenses that, but for the provisions of the Bankruptcy Code, would have accrued irrespective of whether a claim therefor is allowed) and any and all other amounts which a Borrower is required to pay pursuant to any of the foregoing, by law, or otherwise; provided that, anything to the contrary contained in the foregoing notwithstanding, the Secured Obligations shall exclude any Excluded Swap Obligation.

“Securities Act” has the meaning set forth in Section 11(c) of this Agreement.

(b) This Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Credit Agreement, and such rules of construction are incorporated herein by this reference, *mutatis mutandis*.

(c) All of the schedules and exhibits attached to this Agreement shall be deemed incorporated herein by reference.

2. Pledge. Pledgor hereby pledges, grants, transfers, and assigns to Agent, for the benefit of the Lender Group and the Bank Product Providers, a security interest in all of Pledgor’s right, title, and interest in and to the Pledged Collateral in order to secure prompt repayment of any and all of the Secured Obligations (whether now existing or hereafter arising) in accordance with the terms and conditions of the Loan Documents, and in order to secure prompt performance by Pledgor of Pledgor’s covenants and duties under this Agreement. Except to the extent permitted in the Credit Agreement, Pledgor has no authority, express or implied, to dispose of any item or portion of the Pledged Collateral.

3. Delivery and Registration of Pledged Collateral.

(a) All certificates or instruments representing or evidencing the Pledged Collateral shall be promptly delivered by Pledgor to Agent or Agent’s designee pursuant hereto at a location designated by Agent and shall be held by or on behalf of Agent pursuant hereto, and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to Agent; provided that the certificates representing or evidencing the Pledged Collateral as of the Restatement Date shall not be required to be delivered until the date that is five (5) Business Days after the Restatement Date.

(b) Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right, at any time in its discretion and without notice to Pledgor, to transfer to or to register on the books of the Issuers (or of any other Person maintaining records with respect to the Pledged Collateral) in the name of Agent, for the benefit of the Lender Group and the Bank Product Providers, or any of its nominees any or all of the Pledged Collateral. In addition, Agent shall have the right at any time to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations.

(c) If, at any time and from time to time, any Pledged Collateral (including any certificate or instrument representing or evidencing any Pledged Collateral) is in the possession of a Person other than Agent or Pledgor (a “Holder”), then Pledgor shall promptly, at Agent’s option, either cause such Pledged Collateral to be delivered into Agent’s possession, or execute and deliver to such Holder a written notification/instruction, and take all other steps necessary to perfect the security interest of Agent in such Pledged Collateral, including obtaining from such Holder a written acknowledgment that such Holder holds such Pledged Collateral for Agent, all pursuant to the Code or other applicable law governing the perfection

of Agent's security interest in the Pledged Collateral in the possession of such Holder. Each such notification/instruction and acknowledgment shall be in form and substance reasonably satisfactory to Agent.

(d) Any and all Pledged Collateral (including dividends, interest, and other cash distributions) at any time received or held by Pledgor shall be so received or held in trust for Agent, shall be segregated from other funds and property of Pledgor and shall be forthwith delivered to Agent in the same form as so received or held, with any necessary endorsements; provided that dividends or distributions received by Pledgor, if and to the extent they are not prohibited by the Credit Agreement, may be retained by Pledgor in accordance with Section 4.

(e) If at any time and from time to time any Pledged Collateral consists of an uncertificated security or a security in book entry form, then Pledgor shall promptly cause such Pledged Collateral to be registered or entered, as the case may be, in the name of Agent, for the benefit of the Lender Group, or otherwise cause the security interest held by Agent, for the benefit of the Lender Group, to be perfected in accordance with applicable law.

4. Voting Rights and Dividends.

(a) So long as no Event of Default shall have occurred and be continuing and subject to Agent providing written notice to Pledgor, Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Collateral applicable to it or any part thereof for any purpose not inconsistent with the terms of the Loan Documents.

(b) Upon the occurrence and during the continuance of an Event of Default, upon written election by Agent to Pledgor, all rights of Pledgor to exercise the voting and other consensual rights or receive and retain dividends or distributions that it would otherwise be entitled to exercise or receive and retain, as applicable pursuant to Section 4(a), shall cease, and all such rights shall thereupon become vested in Agent, for the benefit of the Lender Group and the Bank Product Providers, who shall thereupon have the sole right to exercise such voting or other consensual rights and to receive and retain such dividends and distributions. Upon such written election by Agent, Pledgor shall execute and deliver (or cause to be executed and delivered) to Agent all such proxies and other instruments as Agent may reasonably request for the purpose of enabling Agent to exercise, on behalf of the Lender Group and the Bank Product Providers, the voting and other rights which it is entitled to exercise and to receive the dividends and distributions that it is entitled to receive and retain pursuant to the preceding sentence.

5. Representations and Warranties. Pledgor represents, warrants, and covenants as follows:

(a) Pledgor has taken all steps it deems necessary or appropriate to be informed on a continuing basis of changes or potential changes affecting the Pledged Collateral (including rights of conversion and exchange, rights to subscribe, payment of dividends, reorganizations or recapitalization, tender offers and voting rights), and Pledgor agrees that no member of the Lender Group, any Bank Product Provider, or Agent on behalf thereof, shall have any responsibility or liability for informing Pledgor of any such changes or potential changes or for taking any action or omitting to take any action with respect thereto;

(b) All information herein or hereafter supplied to Agent by or on behalf of Pledgor in writing with respect to the Pledged Collateral is, or in the case of information hereafter supplied will be, accurate and complete in all material respects;

(c) Pledgor is and will be the sole legal and beneficial owner of the Pledged Collateral (including the Pledged Interests and all other Pledged Collateral acquired by Pledgor after the date hereof) free and clear of any adverse claim, Lien, or other right, title, or interest of any party, other than Permitted Liens.

(d) The chief executive office of Pledgor is located at the address indicated on Schedule 2 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(e) Pledgor's tax identification number and organizational identification number, if any, are identified on Schedule 2 (as such Schedule may be updated from time to time to reflect changes resulting from transactions permitted under the Loan Documents).

(f) This Agreement creates a valid security interest in the Collateral of Pledgor, to the extent a security interest therein can be created under the Code, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the Code, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing Pledgor, as a debtor, and Agent, as secured party, in the jurisdictions listed next to Pledgor's name on Schedule 3. Upon the making of such filings, Agent shall have a first priority perfected security interest in the Collateral of Pledgor to the extent such security interest can be perfected by the filing of a financing statement. All action by Pledgor necessary to protect and perfect such security interest on each item of Collateral has been duly taken. Pledgor is the sole owner of the Equity Interests issued by the Issuers and is pledging all of its right title and interest in the Equity Interests of the Issuers pursuant to this Agreement to secure the Secured Obligations.

(g) (i) Except for the Security Interest created hereby, Pledgor is and will at all times be the sole holder of record and the legal and beneficial owner, free and clear of all Liens (other than Permitted Liens), of the Pledged Interests indicated on Schedule 1 as being owned by Pledgor and, when acquired by Pledgor, any Pledged Interests acquired after the Closing Date, (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and non-assessable and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity Interests of the Issuer y identified on Schedule 1, (iii) Pledgor has the right and requisite authority to pledge the Pledged Interests pledged by Pledgor to Agent as provided herein, (iv) all actions necessary or desirable to perfect and establish the first priority of, or otherwise protect, Agent's Liens in the Pledged Interests and the proceeds thereof have been duly taken, upon (A) the execution and delivery of this Agreement, (B) the taking of possession by Agent (or its agent or designee) of any certificates representing the Pledged Interests, together with undated powers (or other documents of transfer acceptable to Agent) endorsed in blank by Pledgor, and (C) the filing of financing statements in the applicable jurisdiction set forth on Schedule 3 for Pledgor with respect to the Pledged Interests of Pledgor that are not represented by certificates, and (v) (v) Pledgor has delivered to and deposited with or caused to be delivered to and deposited with Agent (x) all certificates representing the Pledged Interests owned by Pledgor to the extent such Pledged Interests are represented by certificates, and undated powers (or other documents of transfer acceptable to Agent) endorsed in blank with respect to such certificates, (y) a duly executed irrevocable proxy with respect to the Pledged Interests owned by Pledgor, in substantially the form of Exhibit A hereto (each, an "Irrevocable Proxy"), and (iii) a duly acknowledged equity interest registration page, in blank, from the applicable issuer of the Pledged Interests owned by Pledgor, substantially in the form of Exhibit B hereto or otherwise in form and substance reasonably satisfactory to Agent. None of the Pledged Interests owned or held by Pledgor has been issued or transferred in violation of any securities registration, securities disclosure, or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(h) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (i) for the grant of a Security Interest by Pledgor in and to the Pledged Collateral pursuant to this Agreement, for the execution, delivery, or performance of this Agreement by Pledgor, or for the consummation of the transactions contemplated herein, or (ii) for the exercise by Agent of the voting or other rights provided for in this Agreement with respect to the Pledged Interests or the remedies in respect of the Pledged Collateral pursuant to this Agreement, except as may be required in connection with such disposition of Pledged Interests by laws affecting the offering and sale of securities generally and except for consents, approvals, authorizations, or other orders or actions that have been obtained or given (as applicable) and that are still in force.

(i) Pledgor (i) has read and understands the terms and conditions of the Credit Agreement and the other Loan Documents, has consulted with and been represented by independent legal counsel of its own choosing in negotiations for and the preparation thereof, has read the Credit Agreement and the other Loan Documents in full and final form, and has been advised by its counsel of its rights and obligations hereunder and thereunder, and (ii) has independent means of obtaining information concerning the affairs, financial condition, and business of Borrowers and the other Loan Parties, and has no need of, or right to obtain from any member of the Lender Group, any credit or other information concerning the affairs, financial condition, or business of Borrowers or the other Loan Parties that may come under the control of any member of the Lender Group.

(j) No transfer of property is being made by Pledgor and no obligation is being incurred by Pledgor in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of Pledgor.

6. Further Assurances.

(a) Pledgor agrees that from time to time, at the expense of Pledgor, it will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or reasonably desirable, or that Agent, on behalf of the Lender Group and the Bank Product Providers, may request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Agent, on behalf of the Lender Group and the Bank Product Providers, to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral. Without limiting the generality of the foregoing, Pledgor will: (i) at the request of Agent, mark conspicuously each of its records pertaining to the Pledged Collateral with a legend, in form and substance reasonably satisfactory to Agent, indicating that such Pledged Collateral is subject to the security interest granted hereby; (ii) allow inspection of the Pledged Collateral by Agent or Persons designated by Agent from time to time hereafter; and (iii) at Agent's request, appear in and defend any action or proceeding that may affect Pledgor's title to or Agent's security interest in the Pledged Collateral.

(b) Pledgor hereby authorizes Agent, on behalf of the Lender Group and the Bank Product Providers, to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Pledged Collateral without the signature of Pledgor where permitted by law. A carbon, photographic, or other reproduction of this Agreement or any financing statement covering the Pledged Collateral or any part thereof shall be sufficient as a financing statement where permitted by law (i) describing the Pledged Collateral as being of equal or lesser scope or with greater detail, or (ii) that contain any information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance. Each pledgor also hereby ratifies any and all financing statements or amendment previously filed by Agent in any jurisdiction related to the Pledged Collateral.

7. Covenants of Pledgor. Without the written consent of Agent:

(a) Pledgor shall, upon receipt by Pledgor of any material written notice, report, or other communication from any of the Issuers or any Holder relating to all or any part of the Pledged Collateral, deliver such written notice, report or other communication to Agent promptly, but in no event later than one week following the receipt thereof by Pledgor.

(b) Pledgor shall not vote for or consent to: (i) the amendment of or amend the Governing Documents of such Issuer that is a general partnership, limited partnership or limited liability company to provide that the Equity Interests of such Issuer is governed by Article 8 of the Code, or (ii) the issuance of or issue certificates evidencing the Equity Interests of such Issuer that is a general partnership, limited partnership or limited liability company.

(c) Pledgor shall not sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral. The inclusion of Proceeds in the Collateral shall not be deemed to constitute Agent's consent to any sale or other disposition of any of the Collateral.

(d) Pledgor will not create, incur, assume, or suffer to exist, directly or indirectly, any Lien on or with respect to any of its assets (including the Collateral) of any kind, whether now owned or hereafter acquired, or any income or profits therefrom, except for Permitted Liens.

(e) Pledgor will not create, incur, assume, or suffer to exist, directly or indirectly, any Indebtedness except for Permitted Indebtedness.

(f) Pledgor will not change its name, organizational identification number, jurisdiction of organization or organizational identity; provided, that Pledgor may change its name upon at least 10 days prior written notice to Agent of such change.

(g) Other Notices.

(1) Promptly, but in any event within five days after Pledgor has knowledge of any event or condition that constitutes a Default or an Event of Default with respect to Pledgor, Pledgor shall provide notice of such event or condition and a statement of the curative action that Pledgor proposes to take with respect thereto.

(2) Promptly after the commencement thereof, but in any event within five days after the service of process with respect thereto on Pledgor, notice of all actions, suits, or proceedings brought by or against Pledgor before any Governmental Authority which reasonably could be expected to result in a Parent Material Adverse Effect.

(h) Pledgor shall not enter into any merger, consolidation, reorganization, or recapitalization, or reclassify its Equity Interests, except for the merger or consolidation of one or more Subsidiaries of Pledgor (other than Loan Parties and their Subsidiaries) with and into Pledgor with Pledgor as the survivor thereof.

(i) Pledgor shall, not directly or indirectly, amend, modify, or change any of the terms or provisions of its Governing Documents if the effect thereof, either individually or in the aggregate, could reasonably be expected to be materially adverse to the interests of the Lenders.

(j) Pledgor will comply with the requirements of all applicable laws, rules, regulations, and orders of any Governmental Authority, other than laws, rules, regulations, and orders the

non-compliance with which, individually or in the aggregate, could not reasonably be expected to result in a Parent Material Adverse Effect.

(k) Pledgor will comply with all applicable Sanctions and to comply in all material respects with all applicable Anti-Corruption Laws and Anti-Money Laundering Laws.

(l) Pledgor shall not dispose of all or substantially all of its assets or any of the Equity Interests of Holdings or its Subsidiaries. Pledgor shall not make any investment of the Equity Interests of Holdings or its Subsidiaries or any other Investment in any Subsidiary of Holdings that is not a Loan Party other than a Permitted Intercompany Advance.

(m) Pledgor shall not voluntarily prepay any Indebtedness for borrowed money unless the aggregate amount of such prepayments during the term of the Agreement do not exceed \$10,000,00.

(n) Pledgor shall not (i) liquidate, wind up, or dissolve itself (or suffer any liquidation or dissolution) or (ii) suspend or cease operating a substantial portion of its business.

(o) Pledgor shall promptly deliver to Agent such information about the business, finances and assets of Pledgor that Agent may reasonably request from time to time.

8. Events of Default. Any "Event of Default" under the Credit Agreement shall be an "Event of Default" under this Agreement. In addition, Parent agrees on behalf of itself and the Loan Parties, that each of the following events shall constitute an "Event of Default" for all purposes of the Loan Documents:

(a) If an Insolvency Proceeding is commenced by Pledgor;

(b) If an Insolvency Proceeding is commenced against Pledgor and any of the following events occur: (i) Pledgor consents to the institution of such Insolvency Proceeding against it, (b) the petition, application, or other originating process commencing the Insolvency Proceeding is not timely controverted, (c) the petition, application, or other originating process commencing the Insolvency Proceeding is not dismissed within 60 calendar days of the date of the filing thereof, (d) a custodian, receiver (provisional, interim or permanent) or manager, administrator, liquidator, trustee, sequestrator (or other similar official) is appointed to take possession of all or any substantial portion of the properties or assets of, or to operate all or any substantial portion of the business of, Pledgor, or (e) an order for relief shall have been issued or entered therein;

(c) Pledgor fails to perform or observe any covenant or other agreement contained in any of Sections 7 of this Agreement;

(d) If one or more judgments, orders, or awards for the payment of money involving an aggregate amount of \$7,500,000, or more (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has not denied coverage) is entered or filed against Pledgor, or with respect to any of their respective assets, and either (i) there is a period of 60 consecutive days at any time after the entry of any such judgment, order, or award during which (1) the same is not discharged, satisfied, vacated, or bonded pending appeal, or (2) a stay of enforcement thereof is not in effect, or (ii) enforcement proceedings are commenced upon such judgment, order, or award;

(e) If there is a default in one or more agreements to which Pledgor is a party with one or more third Persons relative to Pledgor's Indebtedness involving an aggregate amount of \$7,500,000 or more, and such default (i) occurs at the final maturity of the obligations thereunder, or (ii) results in a right by such third Person, irrespective of whether exercised, to accelerate the maturity of Pledgor's obligations thereunder;

(f) If any warranty, representation, certificate, statement, or Record made herein proves to be untrue in any material respect (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of the date of issuance or making or deemed making thereof; or

(g) If the obligation of Pledgor under this Agreement or the guaranty contained in its Guaranty Agreement is limited or terminated by operation of law (with respect to any Foreign Loan Party, subject to applicable Legal Reservations) or by Pledgor.

9. Waivers.

(a) To the fullest extent permitted by applicable law, Pledgor hereby waives: (i) notice of acceptance hereof; (ii) notice of any loans or other financial accommodations made or extended under the Credit Agreement, or the creation or existence of any Secured Obligations; (iii) notice of the amount of the Secured Obligations, subject, however, to Pledgor's right to make inquiry of Agent to ascertain the amount of the Secured Obligations at any reasonable time; (iv) notice of any adverse change in the financial condition of Borrowers or of any other fact that might increase Pledgor's risk hereunder; (v) notice of presentment for payment, demand, protest, and notice thereof as to any instrument among the Loan Documents; (vi) notice of any Default or Event of Default under the Credit Agreement; and (vii) all other notices (except if such notice is specifically required to be given to Pledgor under this Agreement or any other Loan Documents to which Pledgor is a party) and demands to which Pledgor might otherwise be entitled.

(b) To the fullest extent permitted by applicable law, Pledgor hereby waives the right by statute or otherwise to require Agent, any Lender or the Bank Product Providers, to institute suit against any Borrower or to exhaust any rights and remedies which Agent or the Bank Product Providers, have/has or may have against Borrower. In this regard, Pledgor agrees that it is bound to the payment of each and all Secured Obligations solely from the Pledged Collateral, whether now existing or hereafter arising, as fully as if the Secured Obligations were directly owing to Agent and Bank Product Providers, or its Affiliates, as applicable, by Pledgor solely from the Pledged Collateral. Pledgor further waives any defense arising by reason of any disability or other defense (other than the defense that the Secured Obligations shall have been performed and paid in full, to the extent of any such payment) of any Borrower or by reason of the cessation from any cause whatsoever of the liability of any Borrower in respect thereof.

(c) To the fullest extent permitted by applicable law, Pledgor hereby waives: (i) any rights to assert against Agent, any Lender or the Bank Product Providers, any defense (legal or equitable), set-off, counterclaim, or claim which Pledgor may now or at any time hereafter have against any Borrower or any other party liable to Agent, any Lender or the Bank Product Providers; (ii) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Secured Obligations or any security therefor; (iii) any defense arising by reason of any claim or defense based upon an election of remedies by Agent or the Bank Product Providers, including any defense based upon an election of remedies by Agent under the provisions of §§ 580d and 726 of the California Code of Civil Procedure or any similar laws of New York or any other jurisdiction; (iv) the benefit of any statute of limitations affecting Pledgor's liability hereunder

or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Secured Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to Pledgor's liability hereunder.

(d) (i) Pledgor hereby waives any right of subrogation Pledgor has or may have as against any Borrower with respect to the Secured Obligations, including under any one or more of California Civil Code §§ 2847, 2848, and 2849 or any similar laws of New York or any other jurisdiction; (ii) in addition, Pledgor hereby waives any right to proceed against any Borrower or any other Person, now or hereafter, for contribution, indemnity, reimbursement, or any other suretyship rights and claims (irrespective of whether direct or indirect, liquidated or contingent), with respect to the Secured Obligations; and (iii) in addition, Pledgor also hereby waives any right to proceed or to seek recourse against or with respect to any property or asset of any Borrower.

(e) If any of the Secured Obligations at any time are secured by a mortgage or deed of trust upon real property, Agent or the Bank Product Providers may elect, in their sole discretion, upon a default with respect to the Secured Obligations, to foreclose such mortgage or deed of trust judicially or nonjudicially in any manner permitted by law, before or after enforcing this Agreement, without diminishing or affecting the liability of Pledgor hereunder. Pledgor understands that (a) by virtue of the operation of California's (or any similar laws of New York or any other jurisdiction) antideficiency law applicable to nonjudicial foreclosures, an election by Agent or the Bank Product Providers nonjudicially to foreclose such a mortgage or deed of trust probably would have the effect of impairing or destroying rights of subrogation, reimbursement, contribution, or indemnity of Pledgor against any Borrower or other guarantors or sureties, and (b) absent the waiver given by Pledgor herein, such an election would estop Agent or the Bank Product Providers from enforcing this Agreement against Pledgor. Understanding the foregoing, and understanding that Pledgor hereby is relinquishing a defense to the enforceability of this Agreement, Pledgor hereby waives any right to assert against Agent or the Bank Product Providers any defense to the enforcement of this Agreement, whether denominated "estoppel" or otherwise, based on or arising from an election by Agent or the Bank Product Providers nonjudicially to foreclose any such mortgage or deed of trust. Pledgor understands that the effect of the foregoing waiver may be that Pledgor may have liability hereunder for amounts with respect to which Pledgor may be left without rights of subrogation, reimbursement, contribution, or indemnity against any Borrower or other guarantors or sureties. Pledgor also agrees that the "fair market value" provisions of Section 580a of the California Code of Civil Procedure or any similar laws of New York or any other jurisdiction shall have no applicability with respect to the determination of Pledgor's liability under this Agreement.

(f) Without limiting the generality of any other waiver or other provision set forth in this Agreement, Pledgor waives all rights and defenses that Pledgor may have if all or part of the Secured Obligations are secured by real property. This means, among other things:

(1) Agent or the Bank Product Providers may collect from Pledgor without first foreclosing on any real or personal property collateral that may be pledged by any Borrower or any guarantor (including any Third Party Pledgor).

(2) If Agent or the Bank Product Providers foreclose(s) on any real property collateral that may be pledged by any Borrower or any guarantor (including any third party pledgor):

(i) the amount of the Secured Obligations or any obligations of any guarantor (including any third party pledgor) in respect thereof may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.

(ii) Agent may collect from Pledgor even if Agent or the Bank Product Providers, by foreclosing on the real property collateral, has/have destroyed any right Pledgor may have to collect from any Borrower or any other guarantor (including any third party pledgor).

This is an unconditional and irrevocable waiver of any rights and defenses Pledgor may have if all or part of the Secured Obligations are secured by real property. These rights and defenses are based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure or any similar laws of New York or any other jurisdiction.

(g) WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS AGREEMENT, PLEDGOR HEREBY WAIVES, TO THE MAXIMUM EXTENT SUCH WAIVER IS PERMITTED BY LAW, ANY AND ALL BENEFITS OR DEFENSES ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE §§ 2787 THROUGH AND INCLUDING 2855, CALIFORNIA CODE OF CIVIL PROCEDURE §§ 580a, 580b, 580c, 580d, AND 726, AND CHAPTER 2 OF TITLE 14 OF THE CALIFORNIA CIVIL CODE OR ANY SIMILAR LAWS OF NEW YORK OR ANY OTHER JURISDICTION.

(h) WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS AGREEMENT, PLEDGOR WAIVES ALL RIGHTS AND DEFENSES ARISING OUT OF AN ELECTION OF REMEDIES BY AGENT, EVEN THOUGH THAT ELECTION OF REMEDIES, SUCH AS A NONJUDICIAL FORECLOSURE WITH RESPECT TO SECURITY FOR A SECURED OBLIGATION, HAS DESTROYED PLEDGOR'S RIGHTS OF SUBROGATION AND REIMBURSEMENT AGAINST ANY BORROWER BY THE OPERATION OF SECTION 580d OF THE CALIFORNIA CODE OF CIVIL PROCEDURE OR ANY SIMILAR LAWS OF NEW YORK OR ANY OTHER JURISDICTION OR OTHERWISE.

(i) Without affecting the generality of this Section, Pledgor hereby also agrees to the following waivers:

(1) Pledgor agrees that the Agent's right to enforce this Agreement is absolute and is not contingent upon the genuineness, validity or enforceability of any of the Loan Documents. Pledgor waives all benefits and defenses it may have under California Civil Code Section 2810 or any similar laws of New York or any other jurisdiction and agrees that Agent's rights under this Agreement shall be enforceable even if a Borrower had no liability at the time of execution of the Loan Documents or later ceases to be liable.

(2) Pledgor waives all benefits and defenses it may have under California Civil Code Section 2809 or any similar laws of New York or any other jurisdiction with respect to its obligations under this Agreement and agrees that Agent's rights under the Loan Documents will remain enforceable even if the amount secured by the Loan Documents is larger in amount and more burdensome than that for which any Borrower is responsible. The enforceability of this Agreement against Pledgor shall continue until all sums due under the Loan Documents have been paid in full and shall not be limited or affected in any way by any impairment or any diminution or loss of value of any security or collateral for each Borrower's obligations under the Loan Documents, from whatever cause, the failure of any security interest in any such security or collateral or any disability or other defense of such Borrower, any other guarantor of a Borrower's obligations under the Loan Documents, any pledgor of collateral for any person's obligations to Agent or any other person in connection with the Loan Documents.

(3) Pledgor waives all benefits and defenses it may have under California Civil Code Sections 2819, 2845, 2846, 2849 and 2850 or any similar laws of New York or any other jurisdiction with respect to its obligations under this Agreement, including the right to require Agent to (A) proceed against any Borrower, any guarantor of such Borrower's obligations under the Loan Documents, any other pledgor of collateral for any person's obligations to Agent or any other person in connection with such Borrower's loan, (B) proceed against or exhaust any other security or collateral Agent may hold, or (C) pursue any other right or remedy for Pledgor's benefit, and agrees that Agent may exercise its right under this Agreement without taking any action against any Borrower, any guarantor of any Borrower's obligations under the Loan Documents, any pledgor of collateral for any person's obligations to Agent or any other person in connection with any Borrower's loan, and without proceeding against or exhausting any security or collateral Agent holds.

(4) Pledgor consents and agrees that, without notice to or by Pledgor and without affecting or impairing the obligations of Pledgor hereunder, any member of the Lender Group or any Bank Product Provider may, by action or inaction, compromise or settle, extend the period of duration or the time for the payment, modify the Secured Obligations or Collateral, or discharge the performance of, or may refuse to, or otherwise not enforce, or may, by action or inaction, release all or any one or more parties to, any one or more of the terms and provisions of the Credit Agreement or any other Loan Document or may grant other indulgences to a Borrower in respect thereof, or may amend or modify in any manner and at any time (or from time to time) any one or more of the Credit Agreement or any other Loan Document, or may, by action or inaction, release or substitute any other pledgor, if any, of the Secured Obligations, or may enforce, exchange, release, or waive, by action or inaction, any security for the Secured Obligations or any guaranty of the Secured Obligations, or any portion thereof.

(j) This Agreement includes Secured Obligations arising under successive transactions continuing, compromising, extending, increasing, modifying, releasing, or renewing the Secured Obligations, changing the interest rate, payment terms, or other terms and conditions thereof, or creating new or additional Secured Obligations after prior Secured Obligations have been satisfied in whole or in part. To the maximum extent permitted by law, Pledgor hereby waives any right to revoke this Agreement as to future Indebtedness in the immediately preceding sentence. If such a revocation is effective notwithstanding the foregoing waiver, Pledgor acknowledges and agrees that (a) no such revocation shall be effective until written notice thereof has been received by Agent, (b) no such revocation shall apply to any Secured Obligations in existence on such date (including any subsequent continuation, extension, or renewal thereof, or change in the interest rate, payment terms, or other terms and conditions thereof), (c) no such revocation shall apply to any Secured Obligations made or created after such date to the extent made or created pursuant to a legally binding commitment of Agent in existence on the date of such revocation, (d) no payment by any Guarantor, Borrower, or from any other source, prior to the date of such revocation shall reduce the maximum obligation of Pledgor hereunder, and (e) any payment by Borrowers, any Guarantor, or from any source other than Pledgor subsequent to the date of such revocation shall first be applied to that portion of the Secured Obligations as to which the revocation is effective and which are not, therefore, guaranteed hereunder, and to the extent so applied shall not reduce the maximum obligation of Pledgor hereunder.

(k) Pledgor hereby agrees that its liability hereunder shall be immediate and shall not be contingent upon the exercise or enforcement by any member of the Lender Group or any Bank Product Provider of whatever remedies they may have against Borrowers or any Guarantor, or the enforcement of any lien or realization upon any security by any member of the Lender Group or any Bank Product Provider. Pledgor hereby agrees that any release which may be given by Agent to Borrowers, any Guarantor, or any other pledgor, shall not release Pledgor. Pledgor consents and agrees that no member of the Lender Group

nor any Bank Product Provider shall be under any obligation to marshal any property or assets of Borrowers or any Guarantor in favor of Pledgor, or against or in payment of any or all of the Secured Obligations.

(l) The paragraphs in this Section 9 which refer to certain sections of the California Civil Code are included in this Agreement solely out of an abundance of caution and shall not be construed to mean that any of the above-referenced provisions of California law are in any way applicable to this Agreement.

10. Agent as Pledgor's Attorney-in-Fact.

(a) Upon the occurrence and during the continuance of an Event of Default, Pledgor hereby irrevocably appoints Agent, on behalf of the Lender Group and the Bank Product Providers, as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor, Agent or otherwise, from time to time at Agent's discretion, to take any action and to execute any instrument that Agent, on behalf of the Lender Group and the Bank Product Providers, may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including: (i) upon the occurrence and during the continuance of an Event of Default, to receive, endorse, and collect all instruments made payable to Pledgor representing any dividend, interest payment or other distribution in respect of the Pledged Collateral or any part thereof to the extent permitted hereunder and to give full discharge for the same and to execute and file governmental notifications and reporting forms; (ii) to issue any notifications/instructions Agent deems necessary pursuant to Section 4 of this Agreement; or (iii) to arrange for the transfer of the Pledged Collateral on the books of the Issuer or any other Person to the name of Agent or to the name of Agent's nominee.

(b) Upon the occurrence and during the continuance of an Event of Default, in addition to the designation of Agent as Pledgor's attorney-in-fact in clause (a), Pledgor hereby irrevocably appoints Agent, on behalf of the Lender Group and the Bank Product Providers, as Pledgor's agent and attorney-in-fact to make, execute and deliver any and all documents and writings which may be necessary or appropriate for approval of, or be required by, any regulatory authority located in any city, county, state or country where Pledgor or any of the Issuers engage in business, in order to transfer or to more effectively transfer any of the Pledged Interests or otherwise enforce the rights granted hereunder to Agent, and the Bank Product Providers, or Agent for the benefit thereof.

11. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default:

(a) Agent, on behalf of the Lender Group, may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (irrespective of whether the Code applies to the affected items of Pledged Collateral), and Agent, on behalf of the Lender Group, may also without notice (except as specified below) sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of Agent's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Agent may deem commercially reasonable, irrespective of the impact of any such sales on the market price of the Pledged Collateral. To the maximum extent permitted by applicable law, Agent may be the purchaser of any or all of the Pledged Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold at any such public sale, to use and apply all or any part of the Secured Obligations as a credit on account of the purchase price of any Pledged Collateral payable at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Pledgor, and each

Pledgor hereby waives (to the extent permitted by law) all rights of redemption, stay, or appraisal that it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten (10) calendar days notice to such Pledgor of the time and place of any public sale or the time after which a private sale is to be made shall constitute reasonable notification. Agent shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. To the maximum extent permitted by law, each Pledgor hereby waives any claims against Agent arising because the price at which any Pledged Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if Agent accepts the first offer received and does not offer such Pledged Collateral to more than one offeree.

(b) Pledgor hereby agrees that any sale or other disposition of the Pledged Collateral conducted in conformity with reasonable commercial practices of banks, insurance companies, or other financial institutions in the States of New York or California in disposing of property similar to the Pledged Collateral shall be deemed to be commercially reasonable.

(c) Pledgor hereby acknowledges that the sale by Agent of any Pledged Collateral pursuant to the terms hereof in compliance with the Securities Act of 1933 as now in effect or as hereafter amended, or any similar statute hereafter adopted with similar purpose or effect (the “Securities Act”), as well as applicable “Blue Sky” or other state securities laws may require strict limitations as to the manner in which Agent or any subsequent transferee of the Pledged Collateral may dispose thereof. Pledgor acknowledges and agrees that in order to protect Agent’s interest it may be necessary to sell the Pledged Collateral at a price less than the maximum price attainable if a sale were delayed or were made in another manner, such as a public offering under the Securities Act. Pledgor has no objection to sale in such a manner and agrees that Agent shall have no obligation to obtain the maximum possible price for the Pledged Collateral. Without limiting the generality of the foregoing, Pledgor agrees that, upon the occurrence and during the continuation of an Event of Default, Agent may, subject to applicable law, from time to time attempt to sell all or any part of the Pledged Collateral by a private placement, restricting the bidders and prospective purchasers to those who will represent and agree that they are purchasing for investment only and not for distribution. In so doing, Agent may solicit offers to buy the Pledged Collateral or any part thereof for cash, from a limited number of investors deemed by Agent, in its reasonable judgment, to be institutional investors or other responsible parties who might be interested in purchasing the Pledged Collateral. If Agent shall solicit such offers, then the acceptance by Agent of one of the offers shall be deemed to be a commercially reasonable method of disposition of the Pledged Collateral.

(d) If Agent shall determine to exercise its right to sell all or any portion of the Pledged Collateral pursuant to this Section 11, Pledgor agrees that, upon request of Agent, Pledgor will, at its own expense:

(1) use reasonable efforts to execute and deliver, and cause the Issuer and the directors and officers thereof to execute and deliver, all such instruments and documents, and to do or cause to be done all such other acts and things, as may be necessary or, in the opinion of Agent, advisable to register such Pledged Collateral under the provisions of the Securities Act, and to cause the registration statement relating thereto to become effective and to remain effective for such period as prospectuses are required by law to be furnished, and to make all amendments and supplements thereto and to the related prospectuses which, in the opinion of Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto;

(2) use its reasonable efforts to qualify the Pledged Collateral under the state securities laws or “Blue Sky” laws and to obtain all necessary governmental approvals for the sale of the Pledged Collateral, as requested by Agent;

(3) use reasonable efforts to cause the Issuers to make available to their respective security holders, as soon as practicable, an earnings statement which will satisfy the provisions of Section 11(a) of the Securities Act;

(4) execute and deliver, to any person, entity or governmental authority as Agent may choose, any and all documents and writings which, in Agent’s Permitted Discretion, may be necessary or appropriate for approval, or be required by, any regulatory authority located in any city, county, state or country where Pledgor or the Issuers engage in business, in order to transfer or to more effectively transfer the Pledged Interests or otherwise enforce Agent’s rights hereunder; and

(5) Pledgor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section may be specifically enforced.

(e) The Lender Group and the Bank Product Providers shall have the right to seek recourse against Pledgor to the fullest extent provided for herein and no election by any member of the Lender Group or any Bank Product Provider to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a waiver of the Lender Group’s or any Bank Product Provider’s right to proceed in any other form of action or proceeding or against other parties unless Agent, on behalf of the Lender Group or the Bank Product Providers, has expressly waived such right in writing. Specifically, but without limiting the generality of the foregoing, no action or proceeding by the Lender Group or the Bank Product Providers under any document or instrument evidencing the Secured Obligations shall serve to diminish the liability of Pledgor under this Agreement except to the extent that the Lender Group and the Bank Product Providers finally and unconditionally shall have realized payment in full of the Secured Obligations by such action or proceeding.

12. Application of Proceeds. Upon the occurrence and during the continuance of an Event of Default, any cash held by Agent as Pledged Collateral and all cash proceeds received by Agent in respect of any sale of, collection from, or other realization upon all or any part of the Pledged Collateral pursuant to the exercise by Agent of its remedies as a secured creditor as provided in Section 11 shall be applied from time to time by Agent as provided in the Credit Agreement.

13. Duties of Agent. The powers conferred on Agent hereunder are solely to protect its interests in the Pledged Collateral and shall not impose on it any duty to exercise such powers. Except as provided in Section 9-207 of the Code, Agent shall have no duty with respect to the Pledged Collateral or any responsibility for taking any necessary steps to preserve rights against any Persons with respect to any Pledged Collateral.

14. [Reserved].

15. Amendments; Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by Pledgor herefrom shall in any event be effective unless the same shall be in writing and signed by Agent and Pledgor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of Agent to exercise, and no delay in exercising any right under this Agreement, any other Loan Document, or otherwise with

respect to any of the Secured Obligations, shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement, any other Loan Document, or otherwise with respect to any of the Secured Obligations preclude any other or further exercise thereof or the exercise of any other right. The remedies provided for in this Agreement or otherwise with respect to any of the Secured Obligations are cumulative and not exclusive of any remedies provided by law.

16. Notices. All notices and other communications hereunder to Agent shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement and all notices and other communications hereunder to any Pledgor shall be in writing and shall be mailed, sent or delivered in care of each Borrower in accordance with the Credit Agreement.

17. Continuing Security Interest. This Agreement shall create a continuing security interest in the Pledged Collateral and shall: (i) remain in full force and effect until the payment in full in immediately available funds of the Secured Obligations (other than indemnification obligations that, pursuant to the terms of this Agreement, expressly survive the termination of this Agreement), including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the irrevocable termination of any commitment to extend any financial accommodations under the Credit Agreement; (ii) be binding upon Pledgor and its successors and assigns; and (iii) inure to the benefit of Agent and its successors, transferees, and assigns.

18. Security Interest Absolute. To the maximum extent permitted by law, all rights of Agent, all security interests hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of any of the Secured Obligations or any other agreement or instrument relating thereto, including any of the Loan Documents;

(b) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any of the Loan Documents, or any other agreement or instrument relating thereto;

(c) any exchange, release, or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty for all or any of the Secured Obligations; or

(d) any other circumstances that might otherwise constitute a defense available to, or a discharge of, Pledgor.

To the maximum extent permitted by law, Pledgor hereby waives any right to require Agent to: (A) proceed against or exhaust any security held from Pledgor; or (B) pursue any other remedy in Agent's power whatsoever.

19. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or be given any substantive effect.

20. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

21. Counterparts; Electronic Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

22. Waiver of Marshaling. Pledgor and Agent acknowledge and agree that in exercising any rights under or with respect to the Pledged Collateral, Agent: (i) is under no obligation to marshal any Pledged Collateral; (ii) may, in its absolute discretion, realize upon the Pledged Collateral in any order and in any manner it so elects; and (iii) may, in its absolute discretion, apply the proceeds of any or all of the Pledged Collateral to the Secured Obligations in any order and in any manner it so elects. Pledgor and Agent waive any right to require the marshaling of any of the Pledged Collateral.

23. Indemnity and Expenses.

(a) Pledgor agrees to indemnify Agent and the other members of the Lender Group from and against all claims, lawsuits and liabilities (including reasonable attorneys' fees) growing out of or resulting from this Agreement (including enforcement of this Agreement) or any other Loan Document to which Pledgor is a party, except claims, losses or liabilities resulting from the gross negligence or willful misconduct of the party seeking indemnification as determined by a final non-appealable order of a court of competent jurisdiction. This provision shall survive the termination of this Agreement and the Credit Agreement and the repayment of the Secured Obligations.

(b) Pledgor, jointly and severally with the Loan Parties, shall, upon demand, pay to Agent (or Agent, may charge to the Loan Account) all the Lender Group Expenses which Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or, upon an Event of Default, the sale of, collection from, or other realization upon, any of the Collateral in accordance with this Agreement, (iii) the exercise or enforcement of any of the rights of Agent hereunder, or (iv) the failure by Pledgor to perform or observe any of the provisions hereof.

24. Limited Recourse Obligation. Notwithstanding anything contained in this Agreement to the contrary, Pledgor shall not have any liability under this Agreement for the Secured Obligations other than to the extent of the Pledged Collateral and any claim based on or in respect of any of the Secured Obligations shall be enforced only against the Pledged Collateral and not against any other assets, properties or funds of the Pledgor.

25. Survival TC. All representations and warranties made by Pledgor in this Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that Agent, Issuing Lender, or any Lender may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any loan or any fee or any other amount payable under the Credit Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

26. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. PLEDGOR AND AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 26.

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLEDGOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). PLEDGOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) PLEDGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK AND THE STATE OF NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(e) NO CLAIM MAY BE MADE BY PLEDGOR AGAINST THE AGENT, ANY OTHER LENDER, ISSUING BANK, OR THE UNDERLYING ISSUER, OR ANY AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE

DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HEREWITH, AND PLEDGOR HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

(f) IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CLAIM AND THE WAIVER SET FORTH IN SECTION 26(c) ABOVE IS NOT ENFORCEABLE IN SUCH PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

(i) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBCLAUSE (ii) BELOW, ANY CLAIM SHALL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE. VENUE FOR THE REFERENCE PROCEEDING SHALL BE IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

(ii) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (A) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (B) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF OR RECOUPMENT), (C) APPOINTMENT OF A RECEIVER, AND (D) TEMPORARY, PROVISIONAL, OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS, OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (A) - (D) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO PARTICIPATE IN A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT WITH RESPECT TO ANY OTHER MATTER.

(iii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN 10 DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY SHALL HAVE THE RIGHT TO REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). THE REFEREE SHALL BE APPOINTED TO SIT WITH ALL OF THE POWERS PROVIDED BY LAW. PENDING APPOINTMENT OF THE REFEREE, THE COURT SHALL HAVE THE POWER TO ISSUE TEMPORARY OR PROVISIONAL REMEDIES.

(iv) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE REFEREE SHALL DETERMINE THE MANNER IN WHICH THE REFERENCE PROCEEDING IS CONDUCTED INCLUDING THE TIME AND PLACE OF HEARINGS, THE ORDER OF PRESENTATION OF EVIDENCE, AND ALL OTHER QUESTIONS THAT ARISE WITH RESPECT TO THE COURSE OF THE REFERENCE PROCEEDING. ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS A COURT REPORTER AND A TRANSCRIPT IS ORDERED, A COURT REPORTER SHALL BE USED AND THE REFEREE SHALL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY THE

COSTS OF THE COURT REPORTER; PROVIDED, THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(v) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND SHALL ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA.

(vi) THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH CALIFORNIA SUBSTANTIVE AND PROCEDURAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS OR HER DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE REFEREE SHALL ISSUE A DECISION AND PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 644, THE REFEREE'S DECISION SHALL BE ENTERED BY THE COURT AS A JUDGMENT IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE FINAL JUDGMENT OR ORDER FROM ANY APPEALABLE DECISION OR ORDER ENTERED BY THE REFEREE SHALL BE FULLY APPEALABLE AS IF IT HAS BEEN ENTERED BY THE COURT.

(vii) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY HERETO KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION SHALL APPLY TO ANY DISPUTE BETWEEN THEM THAT ARISES OUT OF OR IS RELATED TO THIS AGREEMENT.

27. Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Agent" shall be a reference to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers.

28. Miscellaneous.

(a) This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing shall apply to each other Loan Document *mutatis mutandis*.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(c) Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

(d) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any member of the Lender Group, Bank Product Provider, or Pledgor, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

29. Judgment Currency Conversion. If, for the purpose of enforcing judgment in any court or for any other purpose hereunder or in connection herewith, it is necessary to convert a sum due hereunder in any currency into another currency, such conversion should be carried out to the extent and in the manner provided in the Credit Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered as of the day and year first above written.

PLEDGOR:

REZOLVE AI PLC

By: /s/ Arthur Yao

Name: Arthur Yao

Title: Chief Operating & Finance Officer

[Signature Page to Parent Equity Pledge Agreement]

AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC

By: /s/ Bernardo Castro

Name: Bernardo Castro

Title: Director

[Signature Page to Parent Equity Pledge Agreement]

SCHEDULE 1

PLEDGED INTERESTS

Name of Issuer	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Percentage of Class Pledged	Certificate Nos.
CROWNPEAK INTERMEDIATE HOLDINGS, INC.	100	Common	100%	100%	4

SCHEDULE 2

NAME; REGISTERED OFFICE; TAX IDENTIFICATION NUMBER AND ORGANIZATIONAL NUMBER

Name	Chief Executive Office	Tax Identification Number	Organizational Number
REZOLVE AI PLC	c/o Rezolve AI Plc 499 Park Ave, Suite 1003 New York, NY 10022 Attn: [***] Email [***]	N/A	14573691

EXHIBIT A

IRREVOCABLE PROXY **(Interests of [ISSUER])**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned (the “Pledgor”) hereby irrevocably (to the fullest extent permitted by law) appoints and constitutes **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, as Agent (the “Proxy Holder”), the attorney and proxy of the undersigned with full power of substitution and resubstitution, to the full extent of the undersigned's rights with respect to all of the Equity Interests (as defined in the Credit Agreement, defined below) which constitute the shares or other Equity Interests (the “Interests”) of **REZOLVE AI PLC** (the “Company”). Upon the execution hereof, all prior proxies given by the undersigned with respect to any of the Interests are hereby revoked, and no subsequent proxies will be given with respect to any of the Interests.

This proxy is IRREVOCABLE, is COUPLED WITH AN INTEREST and is granted pursuant to that certain Parent Equity Pledge Agreement dated as of [], 2025 (as amended, restated, modified, or supplemented from time to time, the “Parent Equity Pledge Agreement”) for the benefit of the Proxy Holder in consideration of the credit extended pursuant to that certain Amended and Restated Credit Agreement dated as of [], 2025 by and among the Proxy Holder, the Company and the various other parties thereto (as amended, restated, modified, or supplemented from time to time, the “Credit Agreement”). Capitalized terms used herein but not otherwise defined in this irrevocable proxy have the meanings ascribed to such terms in the Parent Equity Pledge Agreement.

The Proxy Holder named above will be empowered and may exercise this irrevocable proxy to, during the continuance of an Event of Default, take any of the following actions: (i) transfer and register in its name or in the name of its nominee the whole or any part of the Interests, it being acknowledged by Pledgor and Company that such transfer and registration may be effected by Proxy Holder by the delivery of a Registration Page to Company reflecting Proxy Holder or its designee as the holder of such Interests, or otherwise by Proxy Holder through its irrevocable appointment as attorney-in-fact pursuant to this proxy and the Parent Equity Pledge Agreement, (ii) exchange certificates or instruments representing or evidencing Interests for certificates or instruments of smaller or larger denominations, (iii) exercise the voting and all other rights as a holder with respect thereto, with full power of substitution to do so, (iv) collect and receive all dividends and other payments and distributions made thereon, (v) notify the parties obligated on any of the Interests to make payment to Proxy Holder of any amounts due or to become due thereunder, (vi) endorse instruments in the name of the undersigned to allow collection of any of the Interests, (vii) enforce collection of any of the Interests by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or renew for any period (whether or not longer than the original period) any liabilities of any nature of any Person with respect thereto, (viii) sell in one or more sales after ten (10) days' notice of the time and place of any public sale (which notice the undersigned agrees is commercially reasonable) the whole or any part of the Interests, (ix) exercise all other rights, powers, privileges and remedies to which a holder of the Interests would be entitled (including giving or withholding written consents of members, calling special meetings or members and voting at such meetings), (x) otherwise act with respect to the Interests as though Proxy Holder was the outright owner thereof, (xi) exercise any other rights or remedies Proxy Holder may have under the Code or other applicable law, (xii) take any action and execute any instrument which Proxy Holder may deem necessary or advisable to accomplish the purposes of the Parent Equity Pledge Agreement.

This proxy is coupled with an interest and shall be valid and irrevocable until the payment in full of the Obligations and termination of the Commitments, notwithstanding any limitations to the contrary set forth in the Articles of Organization or Incorporation, By-Laws, Limited Liability Company

Agreements, Limited Partnership Agreements or other organizational documents of the undersigned or the Company or the **[Delaware General Corporation Law]**.

Any obligation of the undersigned hereunder shall be binding upon the heirs, successors and assigns of the undersigned (including any transferee of any of the Interests).

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has executed this Irrevocable Proxy as of the day and year first above written.

REZOLVE AI PLC

By:
Name:
Title:

[Signature Page to Irrevocable Proxy]

EXHIBIT B

Registration Page

REZOLVE AI PLC

Stock Ledger as of _____, ____

NAME	CERTIFICATE NO.	NUMBER OF SHARES

Acknowledged By:

REZOLVE AI PLC

By:
Name:
Title:

FOR IMMEDIATE RELEASE

Rezolve Ai Accelerates Global Stablecoin Payments Rollout to Power the Next Wave of Agentic Commerce

More than \$1B in stablecoin transactions processed as Rezolve extends payments capabilities across its growing enterprise customer base, accelerated by the addition of Crownpeak

New York – December 1, 2025 – Rezolve Ai (NASDAQ: RZLV), the commerce-focused AI company powering conversational, agentic and intelligent transactions for major global enterprises, today announced the next phase of its stablecoin payments expansion following a year of exceptional commercial growth across Western markets.

Rezolve has already processed **more than \$1 billion** in USD $\overline{\text{₹}}$ and Bitcoin transactions last year through its payments infrastructure in Brazil, validating real-world consumer and merchant adoption of digital asset payments. The company now plans to **extend these capabilities into North America, the UK and Europe**, building on its already significant enterprise presence and enhanced further by the recently announced acquisition of Crownpeak.

Crownpeak: Strengthening an Already Growing Western Enterprise Footprint

Rezolve already serves a broad set of Western enterprise customers across retail, fashion, finance and hospitality. The addition of **Crownpeak**, a leading enterprise digital experience platform with hundreds of major global deployments, **expands and accelerates Rezolve's reach**, creating even more opportunities to embed AI-driven commerce and stablecoin payments into existing customer journeys.

Rather than establishing Rezolve's Western footprint, Crownpeak:

- **broadens** Rezolve's distribution
- **deepens** integration points with enterprise digital experiences
- **amplifies** Rezolve's ability to activate stablecoin payments within established customer bases

Daniel Wagner, Founder & CEO of Rezolve Ai, commented:

"Rezolve has had an exceptional year of growth with major Western enterprises already deploying our AI-driven commerce platform. Crownpeak strengthens and accelerates what was already working, giving us deeper integration points and wider distribution for rolling out stablecoin payments across markets where we already have meaningful traction. Our ecosystem also now includes the high-performance on-chain data capabilities of Subsquid (SQD), giving us the long-term infrastructure required to support agentic and stablecoin transactions at true global scale, well ahead of the industry curve."

Building the World's First End-to-End AI + Stablecoin Commerce Rail

Rezolve's platform unifies conversational commerce, agentic shopping, instant checkout and stablecoin payments into a seamless, AI-driven flow from product discovery to real-time settlement.

This architecture reduces transaction friction and reflects how AI-driven commerce journeys increasingly culminate in instant, digital completion.

Together with Subsquid's decentralised data infrastructure, Rezolve is building one of the world's first unified environments capable of powering AI-driven, agent-executed and on-chain transactions at global scale.

"Stablecoins are rapidly becoming the settlement layer of the agentic economy," Wagner added.

"With strong Western customer adoption and the expanded enterprise reach brought by Crownpeak, Rezolve is uniquely positioned to drive this transformation globally."

ENDS

About Rezolve Ai

Rezolve Ai (NASDAQ: RZLV) is an industry leader in AI-powered solutions, specializing in enhancing customer engagement, operational efficiency, and revenue growth. The Brain Suite is the world's first enterprise AI platform built for Agentic Commerce, delivering advanced tools that harness artificial intelligence to power search, transact, fulfill, and personalize at global scale. For more information, visit www.rezolve.com.

About Crownpeak

Crownpeak (www.crownpeak.com) is the trusted digital experience platform (DXP) for the world's leading brands. Known for its cloud-native architecture and digital quality management (DQM), Crownpeak ensures digital experiences are compliant, accessible, and high-performing.

Media Contact

Rezolve Ai

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investors@rezolve.com

Forward-Looking Statements

This press release includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1996. The actual results of Rezolve AI plc ("Rezolve") may differ from their expectations, estimates and projections and consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as "expect", "estimate", "project", "budget", "forecast", "anticipate", "intend", "plan", "may", "will", "could", "should", "believes", "predicts", "potential", "continue", and similar expressions are intended to identify such forward-looking statements. These forward-looking statements include, without limitation, Rezolve's expectations with respect to anticipated annual recurring revenue and EBITDA in connection with the acquisition; and Rezolve's expectations regarding the expected benefits of the acquisition. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. You should carefully consider the risks and uncertainties described in the "Risk Factors" section of Rezolve's Annual Report on Form 20-F and its subsequent filings made with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Most of these factors

are outside Rezolve's control and are difficult to predict. Factors that may cause such differences include, but are not limited to: (1) competition, the ability of Rezolve to grow and manage growth profitably, and retain its management and key employees; (2) changes in applicable laws or regulations; and (3) weakness in the economy, market trends, uncertainty and other conditions in the markets in which Rezolve operates, and other factors beyond its control, such as inflation or rising interest rates. Rezolve cautions that the foregoing list of factors is not exclusive and not to place undue reliance upon any forward-looking statements, including projections, which speak only as of the date made. Except as required by applicable law, Rezolve does not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances, or otherwise.
