

From: **COMMERZBANK AKTIENGESELLSCHAFT**
As Agent

To: **CICOR TECHNOLOGIES LTD.**
As Company

30 October 2025

Project Forest - Upfront Fee Letter

1. DEFINITIONS AND INTERPRETATION

- (a) We refer to the facilities agreement (the "**Facilities Agreement**"), dated on or about the date hereof, between, amongst others, Cicor Technologies Ltd. as original borrower (the "**Company**"), Commerzbank Aktiengesellschaft as, *inter alia*, agent (the "**Agent**") and Commerzbank Aktiengesellschaft and UBS Switzerland AG as bookrunners and mandated lead arrangers (each, an "**Arranger**") and the financial institutions named therein as original lenders.
- (b) Unless otherwise defined in this letter, terms defined in the Facilities Agreement shall have the same meaning where used in this letter.
- (c) This letter agreement is a Fee Letter and a Finance Document for the purposes of the Facilities Agreement.

2. FEES

- (a) The Company shall pay to the Agent (for the account of the Arrangers):
 - (i) at the time specified in paragraph (b) below, an upfront fee (in GBP) equal to 0.225% (flat) of the aggregate Facility A Commitments and the aggregate Facility B Commitments, in each case, as at the date of the Facilities Agreement (the "**Facilities A and B Upfront Fee**"); and
 - (ii) at the times specified in paragraph (c) below, an upfront fee (in CHF) equal to 0.225% (flat) of the aggregate Facility C Commitments and the aggregate Facility D Commitments, in each case, as at the date of the Facilities Agreement (the "**Facilities C and D Upfront Fee**" and, together with the Facilities A and B Upfront Fee, collectively the "**Upfront Fees**").

- (b) The Facilities A and B Upfront Fee shall be paid to the Arrangers (through the Agent) *pro rata* to their Commitments under Facility A and Facility B on the earlier of: (i) the date falling 5 (five) Business Days after the date of the Facilities Agreement; and (ii) the first Utilisation Date.
- (c) The Facilities C and D Upfront Fee shall be paid to the Arrangers (through the Agent) *pro rata* to their Commitments under Facility C and Facility D, as follows:
 - (i) on the date of the Facilities Agreement, an amount equal to 0.075% (flat) of the aggregate Facility C Commitments and the aggregate Facility D Commitments, in each case, as at the date of the Facilities Agreement; and
 - (ii) on the first Utilisation Date of either Facility C or Facility D, an amount equal to 0.150% (flat) of the aggregate Facility C Commitments and the aggregate Facility D Commitments, in each case, as at the date of the Facilities Agreement.
- (d) All amounts due under this letter shall be paid without set-off, counterclaim, deductions or withholding of any kind and in immediately available, freely transferable, cleared funds, as per the Agent's standard settlement instructions applicable from time to time.
- (e) Each Upfront Fee is exclusive of any VAT or any similar charge. If any VAT or similar charge is chargeable in connection with any Upfront Fee, the Company shall pay that VAT or similar charge in addition and at the same time as that Upfront Fee is paid. Any amounts paid pursuant to this letter are not reimbursable (neither in whole nor in part).

3. MISCELLANEOUS

- (a) This letter sets forth the entire agreement between the Company, the Agent and the Arrangers with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect thereto and may only be modified in writing.
- (b) The Company may not assign any of its rights or transfer any of its rights or obligations under this letter.
- (c) The Company shall not disclose this letter to any person or entity, except as may be required by applicable law or any applicable governmental or other regulatory authority, the Takeover Code, the Financial Conduct

Authority's Listing Rules and Disclosure and Transparency Rules or the rules and standards of the London Stock Exchange or to their employees and legal and financial advisers who have a need to know the information and (i) who are made aware and agree to be bound by the confidentiality obligations in this paragraph or (ii) who are subject to professional obligations to maintain the same confidentiality obligations with respect to this letter and/or are otherwise bound by requirements of confidentiality in relation to this letter.

- (d) Without prejudice to any of the provisions of the Facilities Agreement, the provisions of clause 1.4 (*Third party rights*), clause 31.7 (*No set-off by Obligors*), clause 32 (*Set-Off*), clause 33 (*Notices*), clause 35 (*Partial Invalidity*), clause 36 (*Remedies and Waivers*), clause 38.1 (*Confidentiality*), clause 40 (*Bail-in*) and clause 41 (*Counterparts*) of the Facilities Agreement shall apply to this letter *mutatis mutandis* as if set out in full herein and as if references to "this Agreement", a "Finance Document" or the "Finance Documents" were construed as a reference to this letter.

4. **GOVERNING LAW**

This letter and all non-contractual obligations arising from or in connection with it are governed by English law.

5. **JURISDICTION**

The provisions of clause 43 (*Enforcement*) of the Facilities Agreement shall be incorporated into this letter as if set out in full herein and as if references therein to a "Finance Document" or the "Finance Documents" were construed as a reference to this letter.

Please confirm your agreement with the above by signing where indicated below.

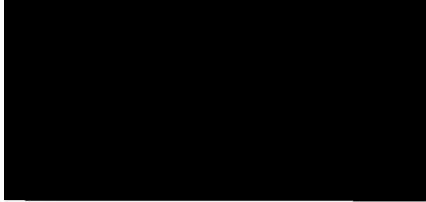
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Yours faithfully



For and on behalf of
COMMERZBANK AKTIENGESELLSCHAFT
as Agent

We agree to the above terms.



For and on behalf of
CICOR TECHNOLOGIES LTD
as Company



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