

Commerzbank AG, 60261 Frankfurt am Main

CICOR TECHNOLOGIES LTD.

CC-L Corporate Lending Loan Agency

Office address: Mainzer Landstrasse. 153
60327, Frankfurt am Main

30 October 2025

CICOR TECHNOLOGIES LTD.

GBP 345M and CHF 170M Facilities Agreement with Commerzbank Aktiengesellschaft as Agent and Security Agent dated on or about 30th October 2025 (the "Facilities Agreement")

➤ **Combined Agency and Security Agency Fee Letter Fee Letter**

Dear Sir or Madam,

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"), security agent (the "Security Agent") and documentation agent and the financial institutions named therein as original lenders.

The following agreement is made between Commerzbank Aktiengesellschaft as **Security Agent and Agent** and Cicor Technologies Ltd. (the "**Payor**"):

1. ANNUAL FEE FOR THE AGENT AND SECURITY AGENT

(a) As fee for the services with respect to the usual daily administration in connection with the Facilities Agreement and related Finance Documents to be rendered by Commerzbank Aktiengesellschaft as Agent and Security Agent an amount of CHF 35,000 p.a. is agreed, payable to Commerzbank Aktiengesellschaft annually in advance (the "**Agency Fee**"), which comprises the work of the Agent and the Security Agent. The Agency Fee is allocated within Commerzbank Aktiengesellschaft as follows:

- CHF 22,500 for the Agent; and
- CHF 12,500 for the Security Agent.

The aforementioned services include, among other things, in case of the Agent, the simplified settlement of payment transactions under the Facilities Agreement, with respect to the Security Agent its duties in connection with the security document and holding of respective security interests (including forwarding of information prepared/delivered by any security grantor) and with respect to both the provision of an internet-based electronic platform (being as at the date of this agreement and any other platform

(replacing the named platform) determined and subsequently used by us) to simplify communication under the Facilities Agreement and the other Finance Documents.

The Agency Fee is payable and due for the first time on the earlier of (i) the 5 Business Days after signing of the Facilities Agreement and (ii) the first utilisation under the Facilities Agreement and thereafter annually on each anniversary of the signing of the Facilities Agreement until all liabilities are paid in full.

- (b) Fees paid in accordance with Clause 1 are not to be refunded in whole or in part.

2. PAYMENTS

All amounts payable under this agreement shall be paid:

- (b) immediately when due and in the currency in which the invoice amount is denominated. Payment must be made to the following account (by SWIFT-/foreign payment):

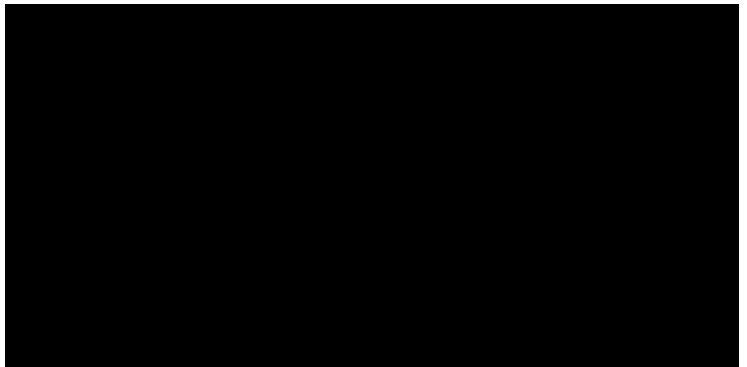
Account holder: Commerzbank Aktiengesellschaft

Account number (IBAN):

Intermediary (CHF):

at:

Reference:



- (c) without set-off or counter-claim and without any deduction or withholding for or on account of tax or similar charges.

3. CONFIDENTIALITY

The Payor acknowledges to keep the existence and the content of this agreement and all the discussions held in this context to date and in the future confidential and only to disclose (i) to its representatives and advisors or (ii) as required by law or by any applicable governmental or other regulatory authority.

4. VALUE ADDED TAX („VAT“)

- (a) If VAT or other taxes are due on and in connection with the services / provided by the Agent or the Security Agent, the Payor must pay an amount corresponding to the amount of the taxes due and all penalties connected with it, in addition to the amount of the due date according to Clause 1 above, together with costs and interest .
- (b) According to German VAT law, the members of the consortium are the recipients of the agency service and not the Borrower; consequently, German sales tax on the Agency Fee is calculated on a pro rata basis on the commitments of the consortium banks established in Germany. The value added tax incurred in this connection is not deductible for the Payor.

5. GOVERNING LAW AND JURISDICTION

This agreement and any non-contractual obligations arising out of or in connection with it are governed by English law. The parties hereby irrevocably submit all disputes arising out of or relating to this agreement to the exclusive jurisdiction of the courts of England sitting in London. The parties hereby irrevocably submit all disputes arising out of or relating to this agreement to the exclusive jurisdiction of the courts of England.

This letter may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this letter. A person who is not a party to this letter has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this letter.

This agreement is a Fee Letter and a Finance Document.

To indicate your acceptance of this agreement, please return the attached copy to us with your legally binding signature.

We look forward to working with you.

Page 4

Yours sincerely

Commerzbank Aktiengesellschaft
as Agent



Place, date



Page 5

Commerzbank Aktiengesellschaft
as Security Agent

[Redacted]

Place, date

[Redacted]

Page 6

We agree with the above agreement:

[Redacted signature area]

Place, date

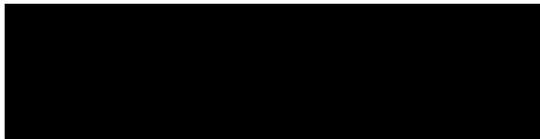
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CICOR TECHNOLOGIES LTD.

Page 7



Place, date



CICOR TECHNOLOGIES LTD.