

ARRANGEMENT FEE LETTER

To: Neo Media Holdings Limited (company number 16079647)
47 Great Marlborough Street
London
England
W1F 7JP
(the "**Parent**")

For the attention of the Directors

18 December 2024

Dear Sirs/Madams

FACILITY AGREEMENT DATED ON OR ABOUT THE DATE OF THIS LETTER AND MADE BETWEEN (1) THE PARENT, (2) NEO MEDIA PUBLISHING LIMITED AS COMPANY, (3) THE COMPANIES REFERRED TO THEREIN AS ORIGINAL GUARANTORS, (4) BARCLAYS BANK PLC AND HSBC UK BANK PLC AS ARRANGERS, (5) BARCLAYS BANK PLC AND HSBC UK BANK PLC AS ORIGINAL LENDERS, (6) HSBC BANK PLC AS AGENT AND (7) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT (THE "FACILITY AGREEMENT")

1. This is a Fee Letter. Terms defined in the Facility Agreement have the same meaning in this letter. References in this letter to a Clause are to a Clause of the Facility Agreement.
2. This letter sets out our agreement with you as to certain fees and expenses payable to us by the Parent pursuant to Clause 12.4 (*Arrangement Fee*).
3. In consideration of us entering into the Facility Agreement, you agree that you will pay to us each in our capacity as Arrangers, for our own account, an arrangement fee payable in the following instalments:
 - 3.1 £95,000 per Arranger, giving an aggregate fee of £190,000, within five Business Days of the date of the Facility Agreement; and
 - 3.2 in an aggregate amount equal to 0.95 per cent. of the amount being 50 per cent. of the then outstanding Loans immediately following the prepayment pursuant to Clause 6.2 (*Day 1 Mandatory Prepayment*) split equally between each Arranger, within five Business Days of the date that such prepayment is made pursuant Clause 6.2 (*Day 1 Mandatory Prepayment*), being no later than 30 days after the Closing Date,in each case, payable to the Agent for the account of each Arranger.
4. The fees payable under this letter:-
 - 4.1 are payable in addition to any costs, fees or expenses incurred by us as Arranger for which provision is made in the Facility Agreement;
 - 4.2 are non-refundable and cannot be credited against any other fees payable under or in connection with the Finance Documents; and
 - 4.3 shall be paid to such account or accounts as the Agent advises you from time to time.

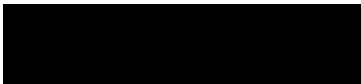
5. The terms of the Facility Agreement relating to the making of payments to the Finance Parties (including, without limitation, Clauses 13 (*Tax gross up and indemnities*), 15 (*Other indemnities*) and 31 (*Payment mechanics*)) shall apply to the fees payable under this letter.
6. This letter may be executed in counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.
7. This letter is a Finance Document.
8. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law. Clause 43 (*Enforcement*) applies to this letter subject to any necessary changes.

Please confirm your agreement to the contents of this letter by signing and returning the enclosed copy of this letter.

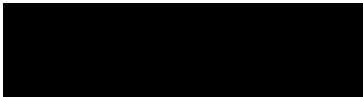
Yours faithfully



.....9607176FEF1E445.....
for and on behalf of
Barclays Bank PLC
as Arranger



.....268B82B034F04E7.....
for and on behalf of
HSBC UK Bank plc
as Arranger



.....BDDBB5C29BEE44F.....
for and on behalf of
HSBC Bank plc
as Agent

Accepted and agreed



.....8BD8E6390C9485.....
Director for and on behalf of
Neo Media Holdings Limited