

AGENCY 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 12.5 (*Agency Fee*).
3. In consideration of us entering into in the Facility Agreement, you agree that you will pay to us in our capacity as Agent, for our own account, the following fees: -
 - 3.1 a set-up fee of £1,250 payable within five Business Days of the date of the Facility Agreement; and
 - 3.2 an annual fee of £17,500 payable annually in advance within five Business Days of the date of the Facility Agreement and on each anniversary of the date of the Facility Agreement on which any Commitment, Utilisation or other amount is outstanding under the Facility Agreement.
4. The fee payable under this letter:-
 - 4.1 is payable in addition to any costs, fees or expenses incurred by us as Agent for which provision is made in the Facility Agreement;
 - 4.2 shall be made in immediately freely transferable funds and in sterling to the Agent to the account as advised by the Agent to the Borrower from time to time; and
 - 4.3 shall be paid without (and free and clear of any deduction for) set-off or counterclaim and is non-refundable in whole or in part.
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 fee 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.

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

Yours faithfully



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

Accepted and agreed



.....6BDBEC6390C9485.....
Director for and on behalf of
Neo Media Holdings Limited