

EXECUTION VERSION

**CITIGROUP GLOBAL
MARKETS INC.**
388 Greenwich Street
New York, New York 10013

**SANTANDER US CAPITAL
MARKETS LLC**
437 Madison Avenue New
York, NY 10022

TD SECURITIES (USA) LLC
1 Vanderbilt Avenue
New York, New York 10017

**BANK OF
MONTREAL
BMO CAPITAL
MARKETS CORP.**
151 West 42nd Street
New York, NY 10036

**CIBC WORLD
MARKETS CORP.**
300 Madison Avenue
New York, NY 10021

**DEUTSCHE BANK
SECURITIES INC.**
1 Columbus Circle
New York, NY 10019

**SCOTIA CAPITAL
(USA) INC.**
250 Vesey Street
New York, NY 10281

**NATWEST MARKETS PLC
NATWEST MARKETS SECURITIES INC.**
250 Bishopsgate
London, EC2M 4AA,
United Kingdom

MIZUHO SECURITIES USA LLC
1271 Avenue of the Americas
New York, New York 10020

CONFIDENTIAL
November 29, 2024

ABC Technologies Acquisitions Limited
c/o ABC Group Intermediate Holdings Inc.
2 Norelco Drive
Toronto, ON M9L 2X6
Canada
Attention: Scott Roggenbauer

Project Golf
Engagement Letter

Ladies and Gentlemen:

You have advised Citi (as defined below) (“*Citi*”), Santander US Capital Markets LLC (“*Santander*”), TD Securities (USA) LLC (“*TD*”), Bank of Montreal (“*BMO*”), BMO Capital Markets Corp. (“*BMOCM*” and, together with BMO, “*Bank of Montreal*”), CIBC World Markets Corp. (“*CIBC*”), Deutsche Bank Securities Inc. (“*Deutsche Bank*”), Scotia Capital (USA) Inc. (“*ScotiaBank*”), NatWest Markets Plc (“*NatWest Markets*”), NatWest Markets Securities Inc. (“*NatWest Securities*” and, together with NatWest Markets, “*NatWest*”) and Mizuho Securities USA LLC (“*Mizuho*” and, together with Citi, Santander, TD, Bank of Montreal, CIBC, Deutsche Bank, ScotiaBank and NatWest, each an “*Initial Investment Bank*” and, collectively, the “*Initial Investment Banks*”), that ABC Technologies Acquisitions Limited, a private limited company incorporated under the laws of England and Wales (“*Bidco*” or “*you*”) and an indirect wholly-owned subsidiary of ABC Group Intermediate Holdings Inc., a corporation existing under the laws of Ontario (“*Holdings*”) intends to (i) acquire, directly or indirectly, up to 100% of the issued share capital in TI Fluid Systems plc, a public limited company incorporated under the laws of England and Wales (the “*Target*”) pursuant to a Scheme and/or Offer and, if applicable, a Squeeze-Out or any other acquisition of shares in the Company, and (ii) undertake the related financing transactions set forth in that certain commitment letter, dated as of the date hereof, by and among Bidco and the Initial Investment Banks

and/or certain of their affiliates (the “**Commitment Letter**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Commitment Letter. As used herein, “**Citi**” means Citigroup Global Markets Inc., Citibank, N.A., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as Citi shall determine to be appropriate to provide the services contemplated herein.

Accordingly, the parties hereto agree as follows:

1. **Engagement of the Initial Investment Banks.** You hereby engage the Initial Investment Banks to be the lead bookrunning managing underwriters of, lead bookrunning managing placement agents for, or lead bookrunning managing initial purchasers in, a Rule 144A or other private placement of the Senior Secured Notes (the “**Senior Secured Notes Offering**”) and any other debt securities issued by you or your affiliates to finance the Transactions (including any debt securities that are sold in connection with refinancing any Senior Secured Bridge Loans or any borrowings under the Interim Facilities incurred in connection with the Transactions) (all such offerings of debt securities being herein called the “**Offerings**” and the debt securities issued pursuant to any Offering being herein called the “**Securities**”). Citi will appear on the left of the cover page of any Offering Document (as defined below) or other offering materials related to any Offering and will hold the leading role and responsibilities conventionally understood to be associated with such name placement. It is understood and agreed that no other title will be awarded in connection with any Offering (other than as expressly contemplated by this letter agreement or the Commitment Letter); *provided* that you shall have the right to select additional underwriters, initial purchasers and/or placement agents reasonably acceptable to the Initial Investment Banks until the earlier of (a) 20 business days after the Countersigning Date and (b) December 31, 2024 (any such additional underwriters, initial purchasers and/or placement agents (excluding, for the avoidance of doubt, the Additional Initial Non-Arranger Lenders and any affiliate thereof), together with the Initial Investment Bank, each, an “**Investment Bank**” and collectively, the “**Investment Banks**”, “**we**” or “**us**”); *provided, further*, that (x) the aggregate amount of the compensatory economics that may be granted to any additional underwriters, initial purchasers and/or placement agents shall reduce the compensatory economics awarded to the Investment Banks on a pro rata basis, and (y) such additional underwriters, initial purchasers and/or placement agents (A) shall each have committed to provide a corresponding percentage of the commitments in respect of the Senior Secured Bridge Facility and the Senior Secured Term Loans (and the corresponding Interim Facilities) and (B) shall in the aggregate represent not more than 20% of the compensatory economics awarded hereunder. Notwithstanding anything to the contrary herein, the following financings shall not constitute an Offering: (i) the making of any loans customarily referred to as a commercial bank financing, including the Senior Facilities, (ii) the making of the Senior Secured Bridge Loans, loans under the Interim Facilities or the issuance of term loans upon initial maturity of such Senior Secured Bridge Loans or the issuance of exchange notes upon the exchange of such Senior Secured Bridge Loans or term loans, (iii) any equity, preferred equity, quasi-equity financing, (iv) any offering of debt securities issued directly to the Sponsor or funds held by its affiliated management companies or arranged by any such person in a private placement transaction that does not involve a broker or dealer, (v) any Target Group debt and any overdraft, local or working capital facility, (vi) any local lines of credit or guarantees that are rolled over, refinanced or replaced, (vii) the making of any proceeds loans or intercompany loans, (viii) any offering of deeply-subordinated shareholder funding or vendor financing and (ix) any recourse or non-recourse factoring or other receivables facility. Each Investment Bank reserves the right not to participate in any of the Offerings, and the foregoing is not an agreement by any Investment Bank to underwrite, place or purchase the Senior Secured Notes and/or any other applicable Securities or otherwise provide any financing; *provided, however*, that to the extent any Investment Bank declines to participate in an Offering on terms reasonably customary for an offering of similar debt securities consistent with Documentation Precedent, you shall have the right to engage one or more investment banks or other entities to serve as bookrunning managing underwriter(s) of, or bookrunning managing placement agent(s) for, or bookrunning initial purchaser(s) in, such Offering. In connection with any such agreements or commitments with respect to an Offering in which the Investment Banks elect to participate as underwriters, initial purchasers and/or

placement agents, you will cause the Issuer (as defined below) to enter into an underwriting agreement, placement agency agreement or purchase agreement, as applicable, with the Investment Banks, which agreement shall be in form usual and customary for investment funds, or affiliates of investment funds, advised, managed or controlled by Apollo Global Management, Inc. or its affiliates (collectively, the “*Sponsor*”) in similar transactions but without any registration rights, including provisions relating to indemnity, conditions precedent for the Investment Banks’ obligations to become effective and certain termination events and, in each case, containing only such other terms as are consistent with this letter agreement or otherwise reasonably acceptable to the Investment Banks, the Issuer and the Sponsor. Our services to you in connection with any such Offering shall consist of: (i) assistance in the preparation of an Offering Document; (ii) assistance in structuring such Offering and its terms; (iii) assistance in the preparation of any rating agency presentations and roadshows; and (iv) organizing the marketing effort to identify selected purchasers of the Securities. It is understood and agreed that no Investment Bank shall have any obligation hereunder to act as an underwriter, placement agent or initial purchaser with respect to the Securities or any other securities unless and until such time as such Investment Bank has executed and delivered an underwriting, placement agency or purchase agreement setting forth the obligations of such Investment Bank.

2. ***Cooperation to Complete Sale.*** To assist the Investment Banks in a timely completion of the Offerings, you agree, upon the Investment Banks’ reasonable request, (a) to furnish or cause to be furnished (and to use commercially reasonable efforts to cause the Target to furnish) to the Investment Banks such customary and non-privileged information in your possession as they may reasonably request about the borrowers under the Senior Secured Bridge Facility (as issuers of the Securities, the “*Issuers*”) and the Target, including information to be included in any offering memorandum or other disclosure document as would be customary in an offering under Rule 144A (limited prior to the Acquisition Closing Date, with respect to the Target and its subsidiaries, to publicly available information) (all such information so furnished being the “*Information*”), (b) to make appropriate members of your (and to use commercially reasonable efforts to cause the Target to make its) senior officers and representatives available to, at reasonable times and upon reasonable notice by, the Investment Banks in connection with the Offerings, including making them available to assist in the preparation of one or more Offering Documents, to participate in due diligence sessions and to participate in one or more road shows as mutually agreed upon to market the applicable Securities and (c) to prepare (and to use commercially reasonable efforts to cause your affiliates and advisors and the Target to prepare) as soon as reasonably necessary and practicable upon request, a prospectus, offering memorandum or private placement memorandum with respect to the Securities (such document, an “*Offering Document*”) customary for such Offering and to assist the Investment Banks in preparing other appropriate marketing materials, in each case to be used in connection with such Offering (subject to exceptions customary for a Rule 144A offering involving high yield debt securities, including that such Offering Document and marketing materials shall not be required to include “segment” financial information, financial statements or information required by Rules 3-09, 3-10 or 3-16 of Regulation S-X, Item 402 and Item 601 of Regulation S-K, XBRL exhibits, information regarding executive compensation and related party disclosure related to SEC Release Nos. 33-8732A, 34-54302A and IC-27444A and other information regarding executive compensation and related party disclosure and any Compensation Discussion and Analysis otherwise required by Regulation S-K Item 402(b) or other information customarily excluded from a Rule 144A offering memorandum). Each Investment Bank may rely, without independent verification, upon the accuracy and completeness of the Information and any Offering Document, and no Investment Bank assumes any responsibility therefor (in each case, other than with respect to any such Information relating to such Investment Bank provided by or on behalf of such Investment Bank specifically for inclusion therein).

Notwithstanding anything to the contrary contained in this engagement letter or any other letter agreement or undertaking concerning the financing of the Acquisition to the contrary, in relation to the period prior to the Acquisition Closing Date, we acknowledge that (x) neither the Target nor any of its

affiliates is obligated to assist with any marketing of the securities or take any action procured by you; (y) any obligation to procure that the Target takes any action (including making members of management available or to provide information or any other assistance contemplated by this engagement letter) shall be subject to the requirements of the City Code and the Panel and shall be limited to a commercially reasonable efforts obligation; and (z) at any time, the scope, form and content of information that can be provided pursuant to this engagement letter will be subject to the City Code and any requirements of the City Code or the Panel as well as any other applicable legal or regulatory restrictions (including any applicable laws or regulations on market abuse).

3. ***Matters Relating to Engagement.*** You acknowledge that each Investment Bank has been retained solely to provide the services set forth in this letter agreement. In rendering such services, each Investment Bank shall act as an independent contractor. You acknowledge that each Investment Bank is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking, commercial banking, commodities trading and other financial services. In the ordinary course of business, each Investment Bank or any of its affiliates may at any time hold long or short positions, actively engage in commodities trading, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of entities that may be involved in the transactions contemplated hereby. Each Investment Bank recognizes its responsibility for compliance with applicable securities laws in connection with such activities. In addition, you acknowledge that each Investment Bank has adopted policies and procedures designed to preserve the independence of its research analysts whose views may differ from those of such Investment Bank's investment banking division. Finally, you agree that each Investment Bank may perform the services contemplated hereby in conjunction with its affiliates, and that any such affiliates performing services hereunder shall be entitled to the benefits and be subject to the terms of this letter agreement.

In addition, in the ordinary course of business, each Investment Bank or any of its affiliates may provide investment banking, commercial banking, commodities trading and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Sponsor, Holdings, the Issuers and the Target and their respective affiliates and other companies with which any of them may have commercial or other relationships. With respect to any securities and/or financial instruments so held by any Investment Bank or any of its affiliates or customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. Furthermore, you acknowledge that each Investment Bank and its affiliates may have fiduciary or other relationships whereby such Investment Bank and its affiliates may exercise voting power over securities of various persons, which securities may from time to time include securities of Holdings, the Issuers or the Target, potential purchasers of the Securities or others with interests in respect of any Offering. You acknowledge that each Investment Bank and its affiliates may exercise such powers and otherwise perform their functions in connection with such fiduciary or other relationships without regard to such Investment Bank's relationship to you hereunder.

4. ***Termination.*** This letter agreement may be terminated by any Investment Bank as to itself at any time upon 10 days' prior written notice to you. This letter agreement may be terminated by you upon 10 days' prior written notice to the Investment Banks at any time following the date that is twelve months after the date hereof if on the date of such termination the Acquisition shall not have been consummated. This letter agreement shall automatically terminate upon the earliest to occur of (A) if the Senior Secured Bridge Loans have been made or the Interim Facilities have been borrowed, the earlier of (x) the date on which all outstanding borrowings under the Interim Facilities, Senior Secured Bridge Loans and all term loans into which any Senior Secured Bridge Loans have been converted are repaid in full or are converted into extended term loans or are exchanged for exchange notes and (y) the date that is twelve months after the Closing Date, (B) the Closing Date if the Transactions were financed without the making of any Senior

Secured Bridge Loans or borrowings under the Interim Facilities and the commitments to provide the Senior Secured Bridge Loans have been terminated, (C) if the Transactions were financed in part with Senior Secured Bridge Loans or borrowings under the Interim Facilities, the closing (or closings, if done in a series) of any Senior Secured Notes Offering or any other Offering with aggregate proceeds at least equal to the then aggregate outstanding amount of the Senior Secured Bridge Loans (or equivalent amount of Interim Facilities) and term loans into which any Senior Secured Bridge Loans have been converted, (D) (x) if the Acquisition is intended to be completed pursuant to a Scheme, the date upon which the Scheme lapses (including, subject to exhausting any rights of appeal, if the relevant court refuses to sanction the Scheme), terminates or is withdrawn in writing in accordance with the terms in the Announcement or Scheme Document (other than (a) where such lapse, termination or withdrawal is as a result of the exercise of Bidco's right to effect a switch from the Scheme to an Offer and (b) it is followed within twenty (20) business days by an Announcement made by Bidco to implement the Acquisition by such Offer or (y) if the Acquisition is intended to be completed pursuant to an Offer, the date upon which the Offer lapses, terminates or is withdrawn in writing in accordance with its terms in the Announcement or Offer Document (other than (a) where such lapse, termination or withdrawal is as a result of the exercise of Bidco's right to effect a switch from the Offer to a Scheme and (b) it is followed within twenty (20) business days by an Announcement made by Bidco to implement the Acquisition by such Scheme and (E) the payment of the "Senior Secured Bridge Conversion Fee" as defined in the Fee Letter. Upon any termination of this letter agreement, the obligations of the parties hereunder shall terminate, except for their obligations under this paragraph 4 and paragraphs 5, 6, 9, 10 and 11 below. If within the term of this letter agreement, the Issuers, you or any of their or your affiliates consummates an Offering or enters into a financing transaction or transactions in respect of an issuance of Securities in lieu of an Offering, in each case, to fund the Transactions or refinance the Senior Secured Bridge Loans or borrowings under the Interim Facilities in which any Investment Bank or an affiliate thereof was not offered a bona fide opportunity to act as an underwriter, initial purchaser and/or placement agent in accordance with the terms of this letter agreement, such Investment Bank shall be entitled to payment in full of the applicable gross spread described in paragraph 6 of this letter agreement with respect to such transaction or transactions as would have been payable to such Investment Bank if it did so act in connection with such transaction pursuant to the terms hereof, in addition to any expense reimbursement otherwise owing pursuant to such paragraph 6; *provided, however*, that to the extent any Investment Bank declines to participate in such Offering on terms consistent with those set forth herein, such Investment Bank shall not be entitled to any such payment or expense reimbursement.

5. ***Indemnification.*** In consideration of the engagement hereunder, you shall and shall cause the Indemnifying Parties (as defined in Annex A hereto) to indemnify and hold harmless the Indemnified Persons (as defined in Annex A hereto) to the extent set forth in Annex A hereto, which provisions are incorporated by reference herein and constitute a part hereof, *provided* that such indemnification provisions will be superseded in all respects as to a particular Offering upon the closing of such Offering by the provisions regarding such matters set forth in the purchase agreement, underwriting agreement or other similar agreement executed by any Investment Bank and you in connection with such Offering (but not, for the avoidance of doubt, relating to Losses arising in connection with this letter agreement). The terms and provisions of Annex A shall survive any termination or expiration of this letter agreement.

Notwithstanding any other provision of this letter agreement to the contrary (but without limiting any indemnification obligations in Annex A), no party hereto shall be liable to any other party hereto or any other person or entity for any indirect, special, punitive or consequential damages incurred in connection with the Transactions or the other transactions contemplated by this letter agreement.

6. ***Fees and Expenses.*** (a) In any Offering in which the Investment Banks elect to participate as underwriters, initial purchasers and/or placement agents during the term of this letter agreement, you shall pay or shall cause the Issuers (or their designated affiliate) to pay the Investment Banks (or their

designated affiliates) aggregate underwriters' or initial purchasers' discounts, or placement agency fees, as applicable (the "**Senior Secured Underwriting Fee**"), equal to 1.75% of the gross proceeds of the Senior Secured Notes Offering or other Offering of Securities, payable at the closing of such Offering out of the proceeds thereof (excluding the gross proceeds of any Securities in any Offering purchased or placed with or on behalf of any Additional Initial Non-Arranger Lender or any affiliate thereof in an amount not to exceed the pro rata portion of such Additional Initial Non-Arranger Lender's commitments with respect to the Senior Secured Bridge Facility). To the extent permitted by applicable law and by any regulatory authority to which the Investment Banks are subject, each Investment Bank and its designated affiliates agree to permit entities managed by the Sponsor, including Apollo Global Securities, LLC, Apollo Capital Solutions Europe B.V., Apollo Global Funding, LLC and Apollo Capital Management, L.P., to participate as an underwriter, initial purchaser, co-manager, co-agent and/or placement agent, as applicable, with respect to up to 10% of the Securities in any Offering, and that such entities shall be entitled to up to 75% of the aggregate underwriter's or initial purchaser's discount, placement agency fees or arrangement fees payable, as the case may be, with respect to such percentage of the Securities.

(b) In connection with any Offering, you shall cause the Issuers to pay for all printing costs, filing fees, customary "blue sky" fees and expenses, fees and expenses (including all fees and expenses of a "qualified independent underwriter", if required) relating to filings and clearances with the Financial Industry Regulatory Authority, Inc. and any rating agencies, your share of road-show costs and all fees and expenses relating to the collateral for any Securities and any related intercreditor arrangements (including the fees and expenses of counsel to the Investment Banks with respect thereto). However, in the event any Offering is consummated, reimbursement of expenses in respect of such Offering shall be governed by the terms of the executed purchase agreement, underwriting agreement or placement agency agreement with respect to such Offering rather than pursuant to this letter agreement.

(c) You agree that, once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances (other than as set forth in the fee credit letter dated as of the date hereof among the Initial Investment Banks and/or certain of their affiliates and you). All fees payable hereunder will be paid in immediately available funds. In addition, all such payments shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state, or local tax authority, or will be grossed up by you for such amounts. Your obligation to pay any fee set forth herein or to cause any such fee to be paid shall be absolute and unconditional and shall not be subject to reduction by way of setoff or counterclaim.

7. **Use of Name.** You agree that any references to any Investment Bank or any of its affiliates made in connection with an offering of any Securities are subject to such Investment Bank's prior approval, which approval shall not be unreasonably withheld.

8. **Tombstone Advertisements.** Upon consummating the sale of any Securities pursuant to any Offering in which any Investment Bank elects to participate as an underwriter, initial purchaser and/or placement agent during the term of this letter agreement, such Investment Bank or any of its affiliates may place customary "tombstone" advertisements in publications of such Investment Bank's choice at its own expense.

9. **Confidentiality.** (a) Each Investment Bank shall use all confidential information provided to it by or on behalf of you hereunder solely for the purpose of providing the services which are the subject of this letter agreement and otherwise in connection with the Transactions and shall treat confidentially all such information, except in each case to the extent that such information becomes publicly available other than by reason of disclosure by such Investment Bank in violation of this letter agreement or was or becomes available to such Investment Bank or its affiliates from a source which is not known by such Investment Bank to be subject to a confidentiality obligation to you, the Sponsor, the Target or your or their respective

affiliates or related parties with respect to such information; *provided*, however, that nothing herein shall prevent any Investment Bank from disclosing any such information (i) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case such Investment Bank agrees to inform you promptly thereof (and to the extent practicable, prior to any such disclosure), unless prohibited by law or regulation), (ii) upon the request or demand of any governmental and/or regulatory authority having jurisdiction over such Investment Bank or any of its affiliates (in which case such Investment Bank agrees to inform you promptly thereof (and to the extent practicable, prior to any such disclosure), to the extent permitted by law); *provided* that no Investment Bank shall be required to notify you with respect to any audit or examination conducted by bank accountants or any regulatory authority exercising examination or regulatory authority, (iii) to such Investment Bank's and its affiliates' officers, directors, employees, legal counsel, independent auditors and other experts or agents who need to know such information and are informed of the confidential nature of such information (with such Investment Bank responsible for such persons' compliance with this Section 9), (iv) to any of its affiliates (provided that any such affiliate is advised of its obligation to retain such information as confidential and with such Investment Bank responsible for such persons' compliance with this Section 9) to be utilized solely in connection with rendering services to you or the Issuers in connection with the Transactions, (v) for purposes of establishing a "due diligence" defense or other defense in any legal or regulatory proceeding (in which case such Investment Bank agrees to inform you promptly thereof (and to the extent practicable, prior to any such disclosure), to the extent permitted by law), (vi) to any agents, underwriters, initial purchasers, placement agents or dealers participating in the Offerings, (vii) to the extent such information was already in our possession prior to any duty or other undertaking of confidentiality entered into in connection with the Transactions or is independently developed by us or (viii) (a) to rating agencies in connection with obtaining ratings for the Securities or (b) to prospective investors in connection with an Offering of Securities; provided that in the case of this clause (viii), such information is contained in rating agency materials or marketing materials, as applicable, approved by the Issuers for use in connection with such Offering. The restrictions set forth in this Section 9(a) shall terminate on the second anniversary of the date of this letter agreement.

(b) You agree that you will not and will cause your affiliates not to disclose this letter agreement or the contents hereof or the activities of any Investment Bank pursuant to this letter agreement to any person without the prior written approval of such Investment Bank, except that you may disclose this letter agreement and the contents hereof (i) to the Investors, prospective Investors, the Target and your and their respective affiliates, officers, directors, employees, attorneys, accountants, equity holders, agents, auditors, advisors (including any financial advisors in connection with customary "cash confirmation" procedures), other experts and legal advisors on a confidential basis, (ii) upon the request or demand of any governmental and/or regulatory authority having jurisdiction over you or any of your or its affiliates (in which case you agree to inform us promptly thereof (and to the extent practicable, prior to any such disclosure) to the extent permitted by law), (iii) as required by applicable law or compulsory legal process (including as required by any requirements of the City Code or any guidance or the Panel) (in which case you agree to inform us promptly thereof and to the extent permitted, prior to any such disclosure), (iv) as to the existence of this letter and the engagement of such Investment Bank hereunder (but not the fees payable hereunder) to any person to whom disclosure of the terms of the Commitment Letter would otherwise be permitted under the terms of the Commitment Letter; *provided* that you may disclose the aggregate amount of fees payable hereunder as part of the Projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Facilities and/or the Securities or to the extent customary or required in any public or regulatory filing related to the Facilities and/or the Securities or the Transactions and (v) to any prospective investment banks or prospective equity investors and their respective affiliates, in each case on a confidential basis; *provided* that, for the avoidance of doubt, you and the Target may disclose this letter agreement and the contents hereof in connection with any required filings

with the Securities and Exchange Commission, the London Stock Exchange or any equivalent regulatory authority in applicable jurisdictions or to any regulatory authorities having jurisdiction over you or the Target. Notwithstanding any other provision herein, this letter agreement does not limit the disclosure of any tax strategies required by applicable law.

10. ***Governing Law and Submission to Jurisdiction.*** THIS LETTER AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW. YOU AND EACH INVESTMENT BANK IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS LETTER AGREEMENT OR THE PERFORMANCE OF SERVICES HEREUNDER.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this letter agreement or the transactions contemplated hereby or thereby, and agrees that all claims in respect of any such action or proceeding shall be brought, heard and determined only in such New York State court or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this letter agreement or the transactions contemplated hereby or thereby in any such New York State or Federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court, and (d) 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. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us at the respective addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

11. ***Absence of Fiduciary Relationship.*** You acknowledge and agree that:

(a) the Investment Banks as of the date of this letter agreement have been retained solely to act as joint lead bookrunning managing underwriters of, joint lead bookrunning managing placement agents for or joint lead bookrunning managing initial purchasers in the Offerings and that no fiduciary, advisory or agency relationship between you and the Investment Banks has been created in respect of any of the transactions contemplated by this letter agreement, irrespective of whether the Investment Banks have advised or are advising you on other matters;

(b) in rendering such services the Investment Banks will be acting solely pursuant to a contractual relationship on an arm's length basis with respect to any Offering (including in connection with determining the terms of any Offering) and not as a financial advisor or a fiduciary to you or any other person;

(c) the Investment Banks are not advising you or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction and you shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated hereby, and the Investment Banks shall not have any responsibility or liability to you with respect thereto;

(d) any review by any Investment Bank of you, any Offering, the terms of any Securities and other matters relating thereto will be performed solely for the benefit of such Investment Bank and shall not be on behalf of you or any other person;

(e) the price of the Securities will be established by you following discussions and arm's-length negotiations with the Investment Banks and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this letter agreement;

(f) you have been advised that each Investment Bank and its affiliates are engaged in a broad range of transactions that may involve interests that differ from your interests and that no Investment Bank has any obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship; subject to Section 9(a), each Investment Bank and its affiliates agree not to use confidential information obtained from you pursuant to this engagement or their other relationships with you in connection with the performance by such Investment Bank and its affiliates of services for other companies, and neither such Investment Bank nor any of its affiliates will furnish any such information to other companies; you also acknowledge that neither any Investment Bank nor any of its affiliates has any obligation to use in connection with this engagement, or to furnish to you, confidential information obtained from other companies; and

(g) you waive, to the fullest extent permitted by law, any claims you may have against any Investment Bank for breach of fiduciary duty or alleged breach of fiduciary duty and agree that no Investment Bank shall have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of you, including your stockholders, employees or creditors.

12. **Miscellaneous.** This letter agreement contains the entire agreement among the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. This letter agreement may not be amended or modified except by a writing executed by each of the parties hereto. Paragraph headings herein are for convenience only and are not a part of this letter agreement. This letter agreement is solely for the benefit of you and the Investment Banks, and no other person (except for Indemnified Persons, to the extent set forth in Annex A hereto) shall acquire or have any rights under or by virtue of this letter agreement. This letter agreement may not be assigned by you (other than to the Issuers or to a newly-formed subsidiary or holding company incorporated in an Approved Jurisdiction that is formed for the purpose of consummating the Transactions or as otherwise described in the Structure Memorandum (other than any portfolio company of the Sponsor) without the prior written consent of the Investment Banks (not to be unreasonably withheld or delayed).

If any term, provision, covenant or restriction in this letter agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. You and the Investment Banks shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

This letter agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this letter agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart. The words "execution," "signed," "signature" and words of like import in this Engagement Letter shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually

executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of this page intentionally left blank]

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter agreement shall become a binding agreement between us.

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.

By: _____

Name: _____

Title: _____

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter agreement shall become a binding agreement between us.

Very truly yours,

SANTANDER US CAPITAL MARKETS LLC


By:  _____

Name: 

Title: 

By:  _____

Name: 

Title: 

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter agreement shall become a binding agreement between us.

Very truly yours,

TD SECURITIES (USA) LLC

By: _____

Name: _____

Title: _____

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter agreement shall become a binding agreement between us.

Very truly yours,

BANK OF MONTREAL

By: 
Name: 
Title: 

BMO CAPITAL MARKETS CORP.

By: 
Name: 
Title: 

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter agreement shall become a binding agreement between us.

Very truly yours,

CIBC WORLD MARKETS CORP.

By: 
Name: 
Title: 

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter agreement shall become a binding agreement between us.

Very truly yours,

DEUTSCHE BANK SECURITIES INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter agreement shall become a binding agreement between us.

Very truly yours,

Scotia Capital (USA) Inc.

By: _____

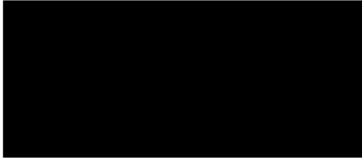

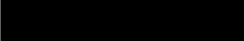
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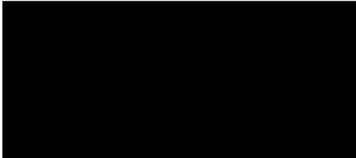
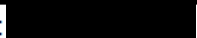

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this letter agreement shall become a binding agreement between us.

Very truly yours,

NATWEST MARKETS SECURITIES INC.

By: 
Name: 
Title: 

NATWEST MARKETS PLC

By: 
Name: 
Title: 

MIZUHO SECURITIES USA LLC

By: _____

Name: _____

Title: _____

Accepted and agreed to as of the date first above written:

ABC TECHNOLOGIES ACQUISITIONS LIMITED

By: 
Name: 
Title: 

ANNEX A

In further consideration of the engagement by you pursuant to the engagement letter to which this Annex A is attached (the “**Engagement Letter**”) of Citi, Santander, TD, Bank of Montreal, CIBC, Deutsche Bank, ScotiaBank, NatWest and Mizuho (each, an “**Initial Investment Bank**”, and collectively, the “**Initial Investment Banks**” and, together with any additional underwriters, initial purchasers and/or placement agents appointed pursuant to the Engagement Letter, each, an “**Investment Bank**” and, collectively, the “**Investment Banks**”, “**we**” or “**us**”) to act in the capacities described in the Engagement Letter (the “**Engagement**”), in the event that any Investment Bank or any of its affiliates, or the respective members, directors, officers, partners, agents, advisors, representatives or employees of such Investment Bank or any of its affiliates, or any other person controlling such Investment Bank or any of its affiliates (collectively, “**Indemnified Persons**”) becomes involved in any capacity in any action, claim, suit, investigation or proceeding, actual or threatened, regardless of whether any of such Indemnified Persons is a party thereto, brought by or against any person, including Holdings, the Issuers, the Target or any of their respective security holders or other affiliates, in connection with or as a result of the Engagement or any matter referred to in the Engagement Letter, you or each issuer of Securities (collectively, the “**Indemnifying Parties**”) will jointly and severally reimburse such Indemnified Person for its reasonable, documented and customary legal and other out-of-pocket expenses (including without limitation the costs and expenses incurred in connection with investigating, preparing for and responding to third party subpoenas or enforcing this letter agreement or any related engagement agreement) incurred in connection therewith as such expenses are incurred, except that this sentence shall not apply with respect to an Indemnified Person, to any expenses to the extent they are determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted primarily from the gross negligence or willful misconduct of such Indemnified Person. The Indemnifying Parties will also jointly and severally indemnify and hold harmless any Indemnified Person from and against, and the Indemnifying Parties agree that no Indemnified Person shall have any liability to the Indemnifying Parties or their owners, parents, affiliates, security holders or creditors for, any losses, expenses, claims, damages or liabilities (including actions or proceedings in respect thereof) (collectively, “**Losses**”) (A) related to, arising out of or based upon any untrue statement or any alleged untrue statement of any material fact contained in the Offering Documents, or in any other written or oral communication provided by or on behalf of any of the Indemnifying Parties to any actual or prospective purchaser of the Securities, or related to, arising out of or based upon the omission or alleged omission to state therein 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, or (B) otherwise related to or arising out of the Engagement, any matter referred to in this letter agreement or such Indemnified Person’s performance thereof, except that this clause (B) shall not apply with respect to an Indemnified Person, to any Losses to the extent they are determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted primarily from the gross negligence or willful misconduct of such Indemnified Person. Your indemnity, reimbursement and contribution obligations under this letter agreement shall be in addition to any rights that any Investment Bank or any other Indemnified Person may have at common law or otherwise.

If such indemnification is for any reason not available or insufficient to hold an Indemnified Person harmless, the Indemnifying Parties agree to contribute to the Losses involved in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by the Indemnifying Parties, on the one hand, and by the Indemnified Persons, on the other hand, with respect to the Engagement or, if such allocation is determined by a court in a final non-appealable judgment to be unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of the Indemnifying Parties on the one hand and of the Indemnified Persons on the other hand; *provided*, however, that, to the extent permitted by applicable law, the Indemnified Persons shall not be responsible for amounts which in the aggregate are in excess of the amount of all fees actually received by the Indemnified Persons from the Indemnifying Parties in connection with the Engagement. Relative

benefits to the Indemnifying Parties, on the one hand, and to the Indemnified Persons, on the other hand, with respect to the Engagement shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Indemnifying Parties in connection with any Offering, whether or not consummated, bears to (ii) all fees actually received by the Indemnified Persons in connection with the Engagement. Relative fault shall be determined, in the case of Losses arising out of or based on any untrue statement or any alleged untrue statement of a material fact or omission or alleged omission to state a material fact, by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Parties to the Indemnified Persons and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933, as amended) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

The Indemnifying Parties will not, without the applicable Investment Bank's prior written consent, settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action, claim, suit, investigation or proceeding ("*Action*") in respect of which indemnification may be sought hereunder (whether or not any Indemnified Person is a party therein) unless the Indemnifying Parties have given the applicable Investment Bank reasonable prior written notice thereof and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Person from any liabilities arising out of such Action. The Indemnifying Parties will not permit any such settlement, compromise, consent or termination to include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an Indemnified Person, without such Indemnified Person's prior written consent. No Indemnified Person seeking indemnification, reimbursement or contribution under this letter agreement will, without the Indemnifying Parties' prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Action referred to herein.

The Indemnifying Parties' obligations hereunder shall be in addition to any rights that any Indemnified Person may have at common law or otherwise.

The provisions of this Annex A shall apply to the Engagement (including related activities prior to the date hereof) and any modification thereof and shall remain in full force and effect regardless of the completion or termination of the Engagement. If any term, provision, covenant or restriction herein is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.