

## STRICTLY PRIVATE AND CONFIDENTIAL

To: **MDC Industry Holding Company LLC**  
PO Box 45005 Abu Dhabi, United Arab Emirates  
(the **Interested Party** or **you**)

From: **EQT Fund Management S.à r.l.**<sup>1</sup>, acting in its capacity as manager  
(gérant) on behalf of **EQT X EUR SCSp**<sup>2</sup> and **EQT X USD SCSp**<sup>3</sup>  
(together, **EQT X**)  
(**EQT, we** or **us**)

10 April 2026

Dear Sir/Madam

### Project Nucleus

In connection with our consideration of a possible offer by a newly incorporated company (**BidCo**) to be formed, directly or indirectly, by funds managed and/or advised by us or our Affiliates to acquire Nucleus Group plc (**Nucleus**) (the **Possible Transaction**), we are prepared to make certain confidential information available to you on the terms of this letter.

In consideration of our disclosing certain Transaction Confidential Information, you agree and undertake to us on the terms of this letter. The undertakings in this letter are given in our favour and in favour of each of our Affiliates.

### Definitions

1. In this letter:

**acting in concert** shall be construed in accordance with the Code but with the addition of the words ", to acquire or control any interest in relevant securities or any voting rights of a company" before the words "or to frustrate", and **act in concert** shall be construed accordingly;

**Affiliate** means, in relation to:

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<sup>1</sup> **EQT Fund Management S.à r.l.**, a Luxembourg limited liability company (societe a responsabilite limitee) with registered office at 51A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (Registre de Commerce et des Societes, Luxembourg), under number B167.972.

<sup>2</sup> **EQT X EUR SCSp**, a Luxembourg special limited partnership (societe en commandite speciale) with its registered office at 51A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (Registre de Commerce et des Societes, Luxembourg) under number B261.668.

<sup>3</sup> **EQT X USD SCSp**, a Luxembourg special limited partnership (societe en commandite speciale) with its registered office at 51A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (Registre de Commerce et des Societes, Luxembourg) under number B261.665.

- (a) the Interested Party, Mubadala Investment Company PJSC or any person Controlled by Mubadala Investment Company PJSC (excluding any Portfolio Companies);
- (b) EQT, the EQT AB Group, the EQT Funds and their respective Affiliates (excluding any Portfolio Companies) and any investment manager or investment advisor of any of the foregoing, including, but not limited to, their general partner(s)/fund manager(s); and
- (c) any other person or entity, any person or entity who or which, directly or indirectly, Controls or is Controlled by, or is under common Control with, such person or entity and, for the avoidance of doubt, includes any entity formed or owned by a party or any funds managed or advised by a party and/or any of its respective Affiliates;

**Authorised Recipients** means, each of your Connected Persons who reasonably needs access to Transaction Confidential Information for the purposes of evaluating, negotiating, financing, advising upon or implementing the Possible Transaction (the **Permitted Purpose**);

**Code** means the City Code on Takeovers and Mergers;

**concert party** means any person deemed or presumed to be acting in concert, or in practice acting in concert, with you;

**Connected Persons** means, in relation to any party:

- (a) each of its Affiliates; and
- (b) its and each of its Affiliates' members, directors, officers, employees, partners, advisers, agents and representatives (and any directors, officers, employees and partners of any such advisers, agents and representatives);

**Control** means when a person directly or indirectly holds or controls a majority the voting rights of, or the right to appoint or remove a majority of the board of directors of, or the right to exercise a dominant influence over or otherwise control (by virtue of an undertaking's constitution or otherwise), another person (and **Controlled** shall have a corresponding meaning);

**EQT AB Group** means EQT AB and its direct and indirect subsidiaries;

**EQT Funds** means certain funds managed, operated and/or advised by the EQT AB Group;

**Excluded Confidential Information** means any information which:

- (a) at the date of disclosure to you, is or becomes publicly known or at any time after that date becomes publicly known (other than by breach of the obligations hereunder by you or any of your Connected Persons); or
- (b) you can reasonably establish was lawfully in your or your Connected Persons' possession before the date of disclosure pursuant to this letter; or
- (c) you can reasonably establish was received by you or your Connected Persons on a non-confidential basis from a source other than us or any of our Connected Persons (and such source is not known (having made reasonable enquiry) to you

or your Connected Persons to be bound by a confidentiality obligation to us or any of our Connected Persons in relation to it);

**Group** means in relation to a party, that party and its Affiliates;

**interest** in shares or securities shall be construed in accordance with the Code;

**Mubadala Concert Parties** means the concert parties of the Interested Party excluding any person determined by the Panel not to be acting in concert with the Interested Party;

**Panel** means The Panel on Takeovers and Mergers;

**parties** means EQT and the Interested Party and **party** shall be construed as any one of these;

**Portfolio Companies** means:

- (a) in respect of EQT, direct or indirect operating or portfolio or investee companies of EQT Funds who are not aware of the Possible Transaction prior to its announcement and are not acting in concert with us in relation to the Possible Transaction; and
- (b) in respect of the Interested Party, direct or indirect operating or portfolio or investee companies of the Interested Party who are not aware of the Possible Transaction prior to its announcement and are not acting in concert with the Interested Party in relation to the Possible Transaction; and

**Transaction Confidential Information** means:

- (a) all information (in whatever nature or form) disclosed by or on behalf of us or any of our Connected Persons to you or any of your Connected Persons, whether on or after 9 February 2026 (**Commencement Date**), in connection with the Possible Transaction or information otherwise related to Nucleus or any of its Affiliates, together with any analyses, reports or documents to the extent that they contain or reflect, or are derived or generated from, any such information; and
- (b) the fact of our interest in Nucleus, the existence, status or progress of any negotiations or discussions relating to the Possible Transaction and the existence and contents of this letter,

provided that Excluded Confidential Information shall not be deemed Transaction Confidential Information for the purposes of this definition.

### **Duty of confidentiality**

2. Unless we give our express consent in writing, you will, and will direct that each of your Connected Persons will:

- (a) hold the Transaction Confidential Information in strict confidence and may not copy or reproduce it or disclose it other than as permitted pursuant to this letter. For the purpose of this letter, 'disclosing' Information includes making it available in any way, whether deliberately or not; and
- (b) use the Transaction Confidential Information only for the Permitted Purpose.

3. You will reasonably promptly notify us if you become aware of any use, copying or disclosure of any Transaction Confidential Information in breach of this letter by you or your Connected Persons.

4. You, or any of your Authorised Recipients, may disclose Transaction Confidential Information to any of your Connected Persons in accordance with this letter and to the extent that such Connected Person reasonably needs access to that Transaction Confidential Information for the Permitted Purpose, provided that:

- (a) you direct that any Authorised Recipient complies with the terms of this letter as if it were a party to it;
- (b) you maintain a list (or ensure that lists are maintained) of the entity names of all Authorised Recipients who have received or have access to any Transaction Confidential Information (and you, as soon as is reasonably practicable upon request in writing from us, supply a copy of such list (or lists) to us);
- (c) no disclosure may be made to any actual or prospective financial or other professional advisers (save for legal and tax advisers which are subject to professional duties of confidentiality) in respect of the Possible Transaction unless prior written (email shall suffice) (i) consent (such consent not to be unreasonably withheld, conditioned or delayed) has been obtained from either [REDACTED]; and  
(ii) notification has been provided to [REDACTED] and
- (d) no disclosure of Transaction Confidential Information may be made to any actual or prospective co-investor, consortium member (except as part of meetings or discussions with consortium members alongside EQT or otherwise with the involvement of EQT), limited partner or other actual or potential provider of debt or equity finance, without our prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

5. You, or any of your Authorised Recipients, may further disclose Transaction Confidential Information to the extent such person is required to do so by applicable law or regulation, any order of a court of competent jurisdiction or any competent governmental, audit, judicial, arbitral, supervisory or regulatory authority or body (including the Panel and any relevant stock exchange on which such person's securities are admitted to trading), provided that before disclosing any such information you or the relevant Authorised Recipient will (to the extent reasonably practicable and permitted by law or applicable regulation) use reasonable endeavours to:

- (a) inform us of the basis on which disclosure is required;
- (b) take such steps (at our sole cost) as we may reasonably require to resist or minimise such disclosure (except where such steps would result in adverse consequences for you or the Authorised Recipient concerned); and
- (c) consult in good faith with us on the form, content and timing of the disclosure.

Notwithstanding the foregoing, no notice shall be required in respect of disclosure to governmental, audit or regulatory authorities or bodies or self-regulatory organisations in connection with ordinary course, routine examination or document requests consistent with past practice which are not directed at EQT, Nucleus and/or the Possible Transaction, provided that you or your Authorised Recipients, as applicable, inform any such authority of the confidential nature of the information disclosed to them and request they keep such information confidential in accordance with such authority's policies and procedures.

6. If you or any of your Authorised Recipients are not able to inform us before any Transaction Confidential Information is disclosed under paragraph 5, you will (to the extent permitted by law or applicable regulation) inform us as soon as reasonably practicable after the disclosure is made of the circumstances of the disclosure and the information that has been disclosed (without prejudice to maintaining privilege).

7. Subject to the requirements of applicable law and regulation (including the Code and any requirement of the Panel), EQT agrees not to (and shall procure its Connected Parties shall not) publicly disclose the fact of the Interested Party's and its Authorised Recipients' interest in Nucleus, the existence, status or progress of any negotiations or discussions relating to the Interested Party's involvement in the Possible Transaction and the existence and contents of this letter. For the avoidance of doubt, nothing in this paragraph 7 shall prevent EQT from publicly disclosing the existence, status or progress of any negotiations or discussions relating to the Possible Transaction provided no reference is made to the Interested Party's involvement in the Possible Transaction.

8. At any time upon our written request (email being sufficient), you and your Authorised Recipients will promptly (at your option) deliver, at your expense, to EQT or destroy all Transaction Confidential Information (and any copies thereof) furnished to you or your Authorised Recipients by or on behalf of EQT. Notwithstanding anything to the contrary in this letter, you and your Authorised Recipients may retain Transaction Confidential Information: (a) stored in standard archival or computer back-up systems or retained pursuant to such person's bona fide document retention policies or to the extent required by law, rule or regulation or by any competent judicial, governmental, supervisory, insurance, audit (including Abu Dhabi Accountability Authority), or regulatory body and/or (b) pursuant to their professional accounting obligations provided, in each case, that the confidentiality and use provisions of this letter shall continue to apply to any Transaction Confidential Information retained in accordance with this paragraph 8 until the date one (1) year following the date of expiration of this letter, and for so long thereafter as such Transaction Confidential Information is retained in accordance with this paragraph 8, you or your Authorised Recipients (as applicable) shall continue to protect such Transaction Confidential Information in a manner consistent with the confidentiality procedures applied to your own confidential information of a similar nature.

#### **Obligation regarding compliance**

9. You will direct that any of your Authorised Recipients that receives Transaction Confidential Information is aware of the terms of this letter and complies with it as if it were a party to it. You shall be responsible for any breach of the terms of this letter by any of your Authorised Recipients as if you had breached them. You will not be liable for any breach of this letter by your Authorised Recipients if they have entered into a separate confidentiality undertaking with us or our Connected Persons in relation to the Possible Transaction.

### **No representation or warranty**

10. You will be responsible for making your own decision on the Transaction Confidential Information. Subject to the terms of any definitive written agreement or agreements entered into between you (and your Connected Persons) and us (and our Connected Persons) in relation to the Possible Transaction, you acknowledge and agree that the Transaction Confidential Information does not purport to be all inclusive and that no representation or warranty is made by or on behalf of us or any of our Connected Persons (or shall be implied) as to the accuracy, reliability, completeness or reasonableness of the Transaction Confidential Information.

11. Accordingly, you agree on your own behalf and on behalf of each of your Connected Persons that neither we nor any of our Connected Persons will:

- (a) have any liability to you or any other person resulting from the use of Transaction Confidential Information by you or any of your Connected Persons or any other person; or
- (b) be under any obligation to provide further information, to update the Transaction Confidential Information or to correct any inaccuracies, or to enter into or continue discussions or negotiations in respect of the Possible Transaction.

The terms of this paragraph 11 may not be varied or terminated without the prior written consent of our Connected Persons. This paragraph 11 does not exclude or limit any liability for, or remedy in respect of, fraudulent misrepresentation.

12. You acknowledge and agree that neither we nor any of our Connected Persons owes any duty of care to you, or your Connected Persons or any other person, and that no person other than EQT has any authority to make or give any statement, warranty, representation or undertaking on behalf of EQT or any of its Connected Persons (as the case may be) in connection with the Possible Transaction.

### **Standstill and Exclusivity**

13. We shall confirm to you in writing as soon as reasonably practicable (and in any event, within two (2) business days) if we determine we are no longer actively considering the Possible Transaction.

14. The Interested Party will not, without prior written consent from us, from the date of this letter until the earlier of:

- (a) the date that is 12 months from the Commencement Date;
- (b) the date on which we confirm to you in writing that we are no longer actively considering the Possible Transaction, or we make an announcement under Rule 2.8 of the Code (whichever is earlier);
- (c) following the release by EQT (or its Affiliates) of an announcement under Rule 2.7 of the Code, the lapse or withdrawal of EQT's (or its Affiliates') offer for Nucleus, provided that for the purposes of this limb, an offer shall not be regarded as having lapsed or been withdrawn as a result of EQT (or its Affiliates) (i) implementing a change in transaction structure, or (ii)

announcing or making a new or revised offer for Nucleus within 10 business days;

- (d) provided that EQT and the Interested Party have not previously ceased discussing the Possible Transaction with each other, EQT announcing, without prior consultation with you, under Rule 2.7 of the Code an offer in relation to Nucleus in which the Interested Party or any of its Affiliates is not a financing party or consortium member or otherwise acting in concert with EQT or its Affiliates; or
- (e) the date that is 3 months following the date on which the Interested Party confirms to us in writing it is terminating discussions in connection with the Possible Transaction with EQT,

(the **Standstill Period**) enter into any discussions or negotiations regarding the Possible Transaction or Nucleus or any of its Affiliates with, or disclose any Transaction Confidential Information to, another potential bidder (or its Affiliates, advisers or financing parties) for Nucleus, or any of its Affiliates, or any of their respective assets.

15. The Interested Party confirms that neither it nor any of the Mubadala Concert Parties: (i) is interested in any shares or other securities of Nucleus; and (ii) has traded in shares or other securities of Nucleus during the three-month period immediately prior to the date of this letter.

16. The Interested Party agrees and undertakes that until the end of the Standstill Period it will not, and will procure that, to the extent within its control, none of the Mubadala Concert Parties will, directly or indirectly and whether alone or acting in concert with any other person:

- (a) acquire or offer to acquire, or cause or encourage any other person to acquire or offer to acquire, any interest in any shares or other securities of Nucleus or enter into any agreement, arrangement or understanding (whether or not legally binding) or do or omit to do any act as a result of which it or any other person will or may acquire an interest in any shares or other securities of Nucleus;
- (b) announce or make, or cause any other person to announce or make, an offer to acquire Nucleus or (unless required to do so by the Panel pursuant to Rule 2.2(c) and (d) of the Code or by law) announce that the Interested Party, any of its Affiliates or any other person, is interested in acquiring Nucleus;
- (c) enter into any agreement, arrangement or understanding (whether or not legally binding) or do or omit to do any act as a result of which it or any person may become obliged (under the Code or otherwise) to announce or make an offer to acquire Nucleus;
- (d) act in concert with or enter into any agreement, arrangement or understanding (whether or not legally binding), including any consortium other than a consortium led by us or any of our Affiliates, with any other person in connection with any offer to acquire Nucleus to be made or announced by that other person or any person acting in concert with such person;

- (e) enter into any agreement, arrangement or understanding (whether or not legally binding) with any person with respect to the holding, voting or disposition of any shares or other securities of Nucleus; or
- (f) solicit, or make or participate in any solicitation of, or seek to persuade, shareholders of Nucleus to vote in a particular manner at any meeting of the shareholders of Nucleus, or requisition or join in requisitioning any general meeting of Nucleus.

17. If the Interested Party or any of the Mubadala Concert Parties acquires any interest in shares or other securities of Nucleus in breach of paragraph 16, then on request by us acting reasonably (without prejudice to any other right of EQT under this letter), the Interested Party will promptly dispose of or (to the extent within its control) procure the disposal of such interest after it becomes lawful to do so and to the extent permitted by the Code.

18. The restrictions in paragraph 16 shall not prevent any of your advisors taking any action in the normal course of their respective investment or advisory businesses which was not taken on the instructions of you or any of your Connected Persons.

19. The Interested Party's obligations in paragraph 16 shall not apply to the Interested Party's Connected Persons, Mubadala Concert Parties or any department or division of the Interested Party or of its Affiliates or of Mubadala Concert Parties that:

- (a) are portfolio companies of the Interested Party or of its Affiliates or of the Mubadala Concert Parties and which do not actually receive or obtain access to Transaction Confidential Information, provided that this limb shall only apply prior to any announcement in connection with the Possible Transaction;
- (b) is not capable of receiving Transaction Confidential Information as a result of being over an information barrier in relation to opportunities to acquire publicly-traded securities in Nucleus (and such information barriers have been deemed sufficient by the Panel in the context of equity syndication); or
- (c) participate in any investment activities carried out on behalf of the Interested Party or its Affiliates or the Mubadala Concert Parties by third-party investment managers with discretionary authority or by investment funds or other investment vehicles in which the Interested Party or its Affiliates or the Mubadala Concert Parties invest but over which they do not exercise managerial control, provided that the individuals or entities performing such activities shall not have access to or knowledge of the Transaction Confidential Information and the performance of such activities shall not result from any breach by you of this letter.

20. During the Standstill Period, EQT shall not, without the prior written consent of the Interested Party, and will procure that, to the extent within its control, none of its concert parties will, acquire or offer to acquire, or cause or encourage any other person to acquire or offer to acquire, any direct or indirect interest in any shares or other securities of Nucleus as would require EQT or its concert parties to make an offer under Rule 9 of the Code.

#### **No Other Obligations**

21. Each party acknowledges and agrees that nothing in this letter obliges the Interested Party or any of its Authorised Recipients to enter into any definitive agreement with EQT, the EQT AB Group, the EQT Funds, and/or their respective Connected Persons or to co-operate with any such persons in connection with the Possible Transaction, and this letter shall not be construed to constitute an agreement (or proposal) to act together, form, join or in any way participate in a group or otherwise to act in concert in respect of Nucleus or any of its shares or securities.

#### **Obligations on Interested Party's "Authorised Recipients" or "Affiliates"**

22. Each party acknowledges and agrees any obligations imposed on the Interested Party's "Authorised Recipients" or "Affiliates" in this letter shall only apply to entities and individuals that have actually received Transaction Confidential Information in connection with the Possible Transaction.

#### **Authorised contact**

23. You will only make contact with EQT or its Connected Persons in connection with the Possible Transaction and with such persons as EQT may notify to you in writing (email shall suffice) from time to time. Neither the Interested Party nor any of its Connected Persons shall directly or indirectly initiate or engage in or have any contact with Nucleus' or any of its Affiliates' directors, officers, employees, shareholders, advisors, customers or suppliers in connection with the Possible Transaction without our prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), provided that nothing in this letter shall prevent or restrict contacts in the ordinary course of business consistent with past practice unrelated to the Possible Transaction.

#### **Restrictions on share dealings**

24. You acknowledge that any Transaction Confidential Information that may be provided shall be given in confidence and that some or all of such Transaction Confidential Information may be inside information for the purposes of the Market Abuse Regulation (EU) No 596/2014 (**MAR**), the Criminal Justice Act 1993 (the **CJA**) and/or the Market Abuse Regulation (EU) 596/2014 (as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018) (**UK MAR**). You acknowledge that you and your Connected Persons are subject to and shall comply with applicable laws and regulations relating to inside information, insider dealing, unlawful disclosure, market manipulation and market abuse.

#### **Information Barriers**

25. The Interested Party acknowledges and agrees that:

- (a) the Interested Party and its Affiliates (excluding Mubadala Capital LLC, Abu Dhabi Investment Company PJSC, MGX and their respective Affiliates, to the extent they have not received Transaction Confidential Information) have established information barriers consistent with its policies and procedures (the **Information Barriers**) between the persons within the Interested Party's Group (excluding Mubadala Capital LLC, Abu Dhabi Investment Company PJSC, MGX and their respective Affiliates, to the extent they have not received Transaction Confidential Information) which are responsible for:

- (i) making decisions in relation to the Interested Party's or its Affiliates' participation in the Possible Transaction (whether as a provider of debt or equity financing); and
  - (ii) trading, or making investment decisions in relation to, equity investments; and
- (b) the Interested Party and its Affiliates will maintain the Information Barriers, and use reasonable endeavours to ensure that the Transaction Confidential Information may not be accessed by any persons within the Interested Party's Group who hold or may acquire shares in Nucleus or who are or may be otherwise interested in shares carrying voting rights in Nucleus, until the end of the offer period (as defined in the Code).

## General

26. You confirm that you are acting in this matter as principal or on behalf of an entity formed, Controlled or owned by you or an Affiliate for the purpose of the Possible Transaction, and not as nominee, agent or broker for or acting in concert with any other person. Unless otherwise agreed between the parties to this letter in writing (which shall supersede this sentence), you will be responsible for your own costs whether incurred by you or your Connected Persons in considering or pursuing the Possible Transaction (whether or not it proceeds) and in complying with the terms of this letter.

27. Without affecting any other rights or remedies that each of the parties may have, each of the parties acknowledges that a person with rights under this letter may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. Accordingly, a person bringing a claim under this letter will be entitled to seek the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of its terms.

28. No failure or delay by either party in exercising any right or remedy under this letter shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall prevent any further exercise of it or the exercise of any other remedy. The rights and remedies of a party to this letter are cumulative and not exclusive of any rights or remedies provided by law.

29. The parties agree and acknowledge that at such time as we (or any of our Affiliates) enters into a confidentiality agreement with Nucleus in respect of the Possible Transaction (a **Target NDA**), the parties shall negotiate reasonably and in good faith to agree and sign a confidentiality agreement (or an amendment to this letter) (a **New Confidentiality Agreement**) substantially aligned to terms and conditions of the Target NDA which shall replace this letter.

30. Except as expressly set out in this letter, the obligations in this letter shall terminate on the earlier of: (i) the date falling 12 months after the date of this letter; and (ii) the entry into of the New Confidentiality Agreement between the parties, in which event the terms of this letter will lapse (save in respect of any antecedent breach of this letter).

31. Each of the parties acknowledges and agrees that the confidentiality undertakings set out in this letter will survive completion of the parties'

negotiations, whether or not the Possible Transaction is implemented for a period of three (3) years from the date of this letter.

32. If any provision of this letter is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this letter, but without invalidating any of the remaining provisions.

33. Each of our Affiliates shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this letter, subject to and in accordance with:

- (a) the terms of paragraph 37; and
- (b) save as provided in paragraph 11, the term that the parties to this letter may by agreement terminate or rescind or vary it in any way without the consent of any Affiliate.

34. Save as provided in paragraph 33, a person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

35. This letter sets out the whole agreement between the parties in respect of the subject matter of this letter. It supersedes any previous draft, agreement, arrangement or understanding between them, whether in writing or not, relating to its subject matter.

36. This letter may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

37. This letter and any non-contractual obligations arising out of or in connection with this letter, the relationship between the parties and the conduct of any negotiations in relation to the Possible Transaction shall be governed by, and construed in accordance with, English law. Any dispute (including claims for set-off and counterclaims) arising out of or in connection with this letter including, without limitation disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, termination or the legal relationships established by, this letter; and (ii) any non-contractual obligations arising out of or in connection with this letter, shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (the **LCIA**) under the Rules of the LCIA (which Rules are deemed to be incorporated by reference into this paragraph). The tribunal shall consist of three arbitrators. The seat of the arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The tribunal's findings and any award in any arbitration hereunder shall be final and binding on the parties. The parties agree that all information concerning the arbitration (including fact, substance, result and the existence of any such arbitration) shall remain confidential and not be disclosed.

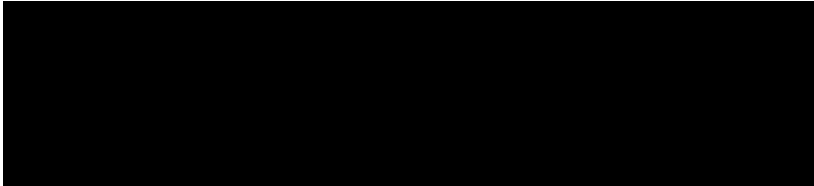
Please confirm your agreement by providing your signature on the next page and returning to us a copy of this letter.

Yours faithfully

**EQT X EUR SCSp**

Represented by its manager (gérant)

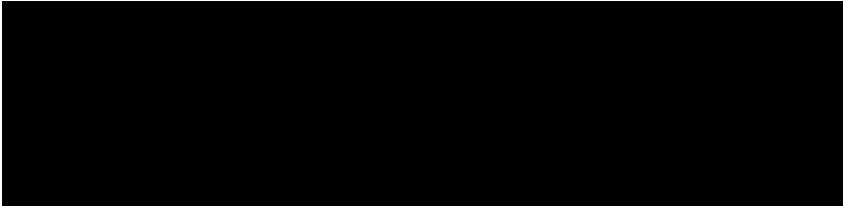
**EQT Fund Management S.à r.l.**



**EQT X USD SCSp**

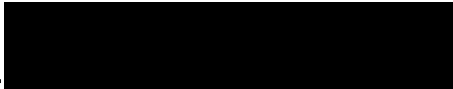
represented by its manager (gérant)

**EQT Fund Management S.à r.l.**



**AGREED AND ACCEPTED**

**By.**



Authorised signatory for and on behalf of

**MDC Industry Holding Company LLC**

**Dated** .....<sup>10</sup> April 2026