

ACKNOWLEDGEMENT LETTER TO DEED OF IRREVOCABLE UNDERTAKING

THIS ACKNOWLEDGEMENT LETTER (this “**Letter**”) is dated 8 May 2025:

BETWEEN:

- (1) **Sumitomo Mitsui Banking Corporation**, a company incorporated in Japan with limited liability, whose registered office is at 1-2, Marunouchi 1-chome, Chiyoda-ku, Tokyo 100-0005, Japan (the “**Obligor**”); and
- (2) **MEGA BidCo**, a company incorporated in the Cayman Islands with limited liability, whose registered office is at the offices of MUFG Alternative Fund Services (Cayman) Limited, PO Box 852, Maiden Place, 227 Elgin Avenue, George Town, KY1-1103, Cayman Islands (the “**Offeror**”),

(the Offeror and the Obligor, together, the “**Parties**” and each a “**Party**”).

WHEREAS:

- (A) On 4 December 2024, the Parties entered into a deed of irrevocable undertaking related to, among others, the Obligor agreeing to irrevocably undertake to procure the exercise of all voting rights attached to all of the Offeree Shares: (i) to vote in favour of the Scheme at the Court Meeting; (ii) to vote in favour of the resolutions at the EGM to approve and give effect to the Proposal; and (iii) to elect or procure the election of the Share Alternative as the cancellation consideration in respect of the Share Alternative Shares, in accordance with the terms and conditions set out in the Scheme Document (the “**Undertaking**”).
- (B) The Parties are entering into this Letter to acknowledge certain amendments to certain terms of the Undertaking.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 Words and expressions defined in the Undertaking shall, unless otherwise defined herein or the context otherwise requires, have the same meanings when used in this Letter.
- 1.2 Clauses 1.3 to 1.8 (*Interpretation*) of the Undertaking are hereby incorporated by reference into, and deemed to be made a part of, this Letter, and shall apply *mutatis mutandis* to this Letter unless stated otherwise, except that any references to “this Undertaking” shall be read as references to this Letter.

2. ELECTING THE SHARE ALTERNATIVE

- 2.1 In accordance with clause 13 (*Variation*) of the Undertaking, clause 3.9 (*Electing the Share Alternative*) of the Undertaking shall be deleted in its entirety and replaced with the following with immediate effect from the date of this Letter:

“3.9 *The Obligor irrevocably undertakes to, and to procure each of its Relevant Affiliates to, take all such actions as may be required to elect for the Share Alternative in accordance with the terms and conditions and election procedure set out in the Scheme Document, including:*

- (a) *if any of the Share Alternative Shares are deposited and registered in the name of HKSCC or its nominee and held in CCASS, to give all instructions, take all actions and execute all documents, at its own cost, as may be necessary or required by the relevant CCASS Participant in respect of such Share Alternative Shares in a timely manner to ensure the relevant CCASS Participant shall cause HKSCC or its nominee to elect the Share Alternative as the cancellation consideration in respect of all such Share Alternative Shares in accordance with Clause 3.8; and*

- (b) *if any of the Share Alternative Shares are registered under the name of the Obligor or any of its Relevant Affiliates, by no later than seven Business Days after the Despatch Date, sign and deliver (or procure the signing and delivery of) to the Company's Hong Kong share registrar of the consideration election form in accordance with the instructions printed on the election form to elect for the Share Alternative in respect of all of the Share Alternative Shares, and all such KYC Documents as may be required by the Company's Hong Kong share registrar, provided that the Obligor shall arrange for the duly completed and signed consideration election form to be provided to the Offeror and its financial advisers no less than three Business Days before the aforementioned timing for delivery of the consideration election form, and shall adopt the comments of the Offeror and its financial advisers in respect of the consideration election form."*

3. GENERAL

- 3.1 Other than the amendment to clause 3.9 of the Undertaking as set out in Clause 2.1 of this Letter, the Undertaking shall continue to remain in full force and effect in accordance with its terms and conditions, and shall not be prejudiced by the provisions of this Letter.
- 3.2 Clauses 7 (*Confidential Information*) to 16 (*Severability*) and clause 18 (*Governing Law and Jurisdiction*) of the Undertaking are hereby incorporated by reference into, and deemed to be made a part of, this Letter, and shall apply *mutatis mutandis* to this Letter unless stated otherwise, except that any references to "this Undertaking" shall be read as references to this Letter.

4. COUNTERPARTS

This Letter may be executed (including by electronic transmission via scanned PDF) in any number of counterparts, each of which when executed is an original and all of which together evidence the same instrument.

Please confirm your acknowledgement to this Letter by countersigning below.

**EXECUTED, SEALED and
DELIVERED as a DEED**
for and on behalf of
MEGA BIDCO
in the presence of:

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)
)
)
)



L.S.

Name: Thomas Tolley

Title: Director



Signature of witness

KATRINA CHAPMAN Name of witness

EXECUTIVE ASSISTANT Occupation

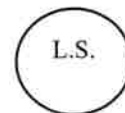
1 BERKELEY ST Address of witness

LONDON W1J 8JS

This Letter is acknowledged and accepted by the Obligor, and has been executed as a **DEED** and **DELIVERED** on the date inserted on the first page of this Letter.

EXECUTED, SEALED and
DELIVERED as a DEED
for and on behalf of
SUMITOMO MITSUI BANKING
CORPORATION
in the presence of:

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)
)



Name: **Nori Kobayashi**

Title: General Manager, Business Development Department

Signature of witness

Koichi Omae

Name of witness

Associate

Occupation

1-1-2, Marunouchi,

Address of witness

Chiyoda-ku, 100-0005, Tokyo