

**AGENCY FEE LETTER**

From: UBS AG London Branch

5 Broadgate, London, EC2M 2QS

From: UBS Switzerland AG

Bahnhofstrasse 45, 8001 Zurich

To: Zurich Insurance Company Ltd

Mythenquai 2, 8002 Zurich, Switzerland

For the attention of: [REDACTED]

2 March 2026

**Term loan facilities agreement dated on or about the date of this letter between, among others, Zurich Insurance Company Ltd (the “Borrower”), UBS AG London Branch as original agent (the “Original Agent”) and UBS Switzerland AG as successor agent (the “Successor Agent”) (the “Facilities Agreement”)**

1. We refer to the Facilities Agreement. Capitalised terms used in the Facilities Agreement have, unless expressly defined in this letter, the same meaning in this letter. This is the Fee Letter referred to in clause 12.3 (*Agency fee*) of the Facilities Agreement.
2. The Borrower must pay to the Agent (for its own account), annually in advance with the first payment being due within three Business Days of the date of the Facilities Agreement (the “**Signing Date**”) and thereafter on each anniversary of the Signing Date, an agency fee of USD 50,000 per annum in accordance with paragraph 4 below (the “**Agency Fee**”).
3. The Agency Fee shall be payable annually in advance in accordance with paragraph 2 above for so long as any amount is outstanding under the Facilities Agreement or any Commitment is in force, in clear and freely available funds to:

(A) prior to the Relevant Succession Date, the following account of the Original Agent:

Bank (Account With Institution): [REDACTED]

BIC: [REDACTED]

Beneficiary: [REDACTED]

Beneficiary BIC: [REDACTED]

Beneficiary address: [REDACTED]  
IBAN or account number: [REDACTED]  
Correspondent (if applicable): [REDACTED]  
Correspondent BIC (if applicable): [REDACTED]  
Attention: [REDACTED]  
Ref.: [REDACTED]

(B) on and from the Relevant Succession Date, the following account of the Successor Agent:

Bank (Account With Institution): [REDACTED]  
BIC: [REDACTED]  
Beneficiary: [REDACTED]  
Beneficiary address: [REDACTED]  
IBAN or account number: [REDACTED]  
Correspondent (if applicable): [REDACTED]  
Correspondent BIC (if applicable): [REDACTED]  
Ref.: [REDACTED]

(or such other account as may be notified to you by us or any successor Agent from time to time).

4. Subject to paragraph 5 below, any amount of the Agency Fee paid is non-refundable and non-creditable against other fees payable in connection with the Facilities Agreement.
5. If each Facility has been prepaid and/or cancelled in full in accordance with the terms of the Facilities Agreement on a date other than an anniversary of the Signing Date and/or the Agent resigns or is replaced as Agent pursuant to clauses 24.13 (*Resignation of the Agent*) or 24.14 (*Replacement of the Agent*) of the Facilities Agreement, the Agent shall only be entitled to retain the portion of the Agency Fee for the period from the immediately preceding Signing Date (or most recent anniversary thereof) to (and including) the date of such prepayment and/or cancellation and/or resignation or replacement of the Agent, and the remaining portion of such



Correspondent (if applicable): [REDACTED]  
Correspondent BIC (if applicable): [REDACTED]  
Attention: [REDACTED]  
Ref.: [REDACTED]

(C) on and from the Relevant Succession Date, where the amount is payable in GBP, the following account of the Successor Agent:

Bank (Account With Institution): [REDACTED]  
BIC: [REDACTED]  
Beneficiary: [REDACTED]  
Beneficiary address: [REDACTED]  
IBAN or account number: [REDACTED]  
Correspondent (if applicable): [REDACTED]  
Correspondent BIC (if applicable): [REDACTED]  
Ref.: [REDACTED]

(D) on and from the Relevant Succession Date, where the amount is payable in USD, the following account of the Successor Agent:

Bank (Account With Institution): [REDACTED]  
BIC: [REDACTED]  
Beneficiary: [REDACTED]  
Beneficiary address: [REDACTED]  
IBAN or account number: [REDACTED]  
Correspondent (if applicable): [REDACTED]  
Correspondent BIC (if applicable): [REDACTED]  
Ref.: [REDACTED]

(or such other account as may be notified to you by us or any successor Agent from time to time).

8. This letter is a Fee Letter and a Finance Document.
9. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
10. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including a dispute relating to the existence, validity or termination of this letter or any non-contractual obligation arising out of or in connection with this letter) (a "**Dispute**"). The parties to this letter agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary. Notwithstanding the above, neither the Original Agent nor the Successor Agent shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Original Agent or the Successor Agent may take concurrent proceedings in any number of jurisdictions.

Please confirm your agreement to the terms of this letter by signing where indicated below.

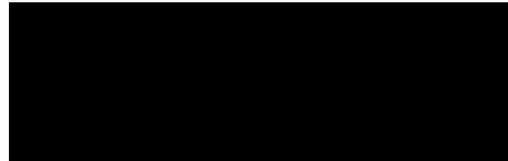
*[signature pages follow]*

Yours faithfully,

**The Original Agent**



For and on behalf of  
**UBS AG London Branch**  
as Original Agent under the Facilities Agreement



For and on behalf of  
**UBS AG London Branch**  
as Original Agent under the Facilities Agreement

**The Successor Agent**



**UBS Switzerland AG**  
as Successor Agent under the Facilities Agreement



For and on behalf of  
**UBS Switzerland AG**  
as Successor Agent under the Facilities Agreement

**Form of Acknowledgement**

We agree to the above.

**The Borrower**

