

**Additional Facility Notice**

From: Sapphire BidCo Oy as Company and Additional Facility Borrower

Topaz Midco Oy as Midco

GC Finance Operations Multicurrency Trust, GDLC Funding LLC, GCIC Holding LLC and Golub Capital 3 Holdings LLC as Additional Facility Lenders

To: Kroll Agency Services Limited as Agent

Dated: 13 August 2023

Dear Sirs

**Sapphire BidCo Oy – Senior Facilities Agreement originally dated 29 June 2022 (as amended and/or restated from time to time) (the “Facilities Agreement”)**

- We refer to the Facilities Agreement. This is an Additional Facility Notice in respect of an Additional Facility. Terms defined in the Facilities Agreement have the same meaning in this Additional Facility Notice unless given a different meaning in this Additional Facility Notice. Certain additional terms are defined in Schedule 1 (*Acquisition Related Terms*) to this Additional Facility Notice.
- The Company has agreed with the following institutions (the “**Additional Facility Lenders**”) in respect of the Additional Facility Commitments detailed in this Additional Facility Notice that they will provide Additional Facility Commitments in an aggregate proportion of EUR 21 million as follows:

<b>Name of Additional Facility Lender</b>	<b>Existing Lender (Yes/No)</b>	<b>Additional Facility Commitment (€)</b>
GC Finance Operations Multicurrency Trust	Yes	17,125,312.07
GDLC Funding LLC	No	139,711.28
GCIC Holding LLC	Yes	2,510,447.86
Golub Capital 3 Holdings LLC	Yes	1,224,528.79
<b>Total</b>		<b>21,000,000.00</b>

- We wish to establish an Additional Facility (the “**2023 Additional Term Facility**”) on the following terms:

Nature of Facility: Term Facility (and an Additional Facility for the purposes of the Facilities Agreement).

Additional Facility Borrower: Company.

Guarantor(s): Subject to the Agreed Security Principles, as per the Unitranche Facility.

Aggregate amount of the €21 million commitments of the Additional

Facility / Additional Facility  
Commitment:

Maximum number of Utilisations:	Five (5).
Minimum amount of Utilisations:	Minimum amount of €250,000 and integral multiples of €100,000.
Base Currency:	EUR
Other available/Optional Currencies (if any, as applicable):	None.
Interest rate and basis (if applicable) including Margin or margin ratchet:	EURIBOR plus 5.75% per cent. per annum (subject to Margin Ratchet below).
Toggle Right:	Clause 14.5 ( <i>PIK Toggle</i> ) shall not apply to the 2023 Additional Term Facility.
Reference Rate Floor:	Zero.
Credit Adjustment Spread:	None.
Margin Ratchet:	<b>Total Net Leverage Ratio 2023 Additional Term Facility</b>  Greater than 5.50:1                      6.00 per cent.  Equal to or less than 5.50:1   5.75 per cent. but greater than 4.50:1  Equal to or less than 4.50:1   5.50 per cent.
Margin Ratchet Holiday:	None.
Additional Facility Closing Date:	The first date on which both: (a) a Settlement Date has occurred; and (b) the first Utilisation of the 2023 Additional Term Facility has been made to complete an Acquisition.
Additional Facility Commencement Date:	The date of this Additional Facility Notice.
Agreed Certain Funds Period:	The period from (and including) the Additional Facility Commencement Date to (and including) 11:59 p.m. on the earliest to occur of: (a) the date which is 30 days after the Effective Date; (b) where the Acquisition proceeds by way of a Scheme, the date on which the Company confirms to the Additional Facility Lenders that the Scheme has (i) finally and conclusively lapsed in accordance with its terms (including, subject to exhausting any rights of appeal, if a relevant court refuses to sanction the Scheme) or (ii) (subject, to the extent required under the Irish Takeover Rules, to the consent of the Irish Takeover Panel) been withdrawn in writing; (c) where the Acquisition proceeds by way of a Takeover Offer, the date on which the Company confirms to the Additional Facility Lenders that the Takeover Offer has (i)

finally and conclusively lapsed or terminated in accordance with its terms or (ii) been withdrawn in writing by the Purchaser (subject, to the extent required under the Irish Takeover Rules, to the consent of the Irish Takeover Panel to such withdrawal), in each case prior to such Takeover Offer becoming or being declared unconditional in all respects;

(d) the date on which the 2023 Additional Term Facility has been utilised in full and there are no Available Commitments in respect of the 2023 Additional Term Facility remaining;

(e) 14 February 2025 (the “**Longstop Date**”),

or, in each case, such later time and date as agreed by the Additional Facility Lenders (acting reasonably and in good faith).

Availability Period:

The period from (and including) the date of this Additional Facility Notice to (and including) the last day of the Agreed Certain Funds Period.

Purpose:

(a) directly or indirectly financing or refinancing consideration paid or payable for (or any cash collateral required to be provided in relation to) any Target Share pursuant to an Acquisition and/or any acquisition of Target Options or treasury shares;

(b) directly or indirectly financing or refinancing any payments to shareholders of the Target pursuant to or in connection with the Acquisition and/or any acquisition of Target Options or treasury shares, together with related fees, costs and expenses;

(c) directly or indirectly refinancing or otherwise discharging any Existing Debt and paying any breakage costs, redemption premium, make-whole costs and other fees, costs and expenses payable in connection with such refinancing and/or discharge of the Existing Debt;

(d) directly or indirectly financing or refinancing other related amounts, including fees, costs and expenses incurred in connection with the Transaction; and

(e) any other purpose contemplated by the Funds Flow Statement or the Tax Structure Memorandum.

Upfront fee:

As per the 2023 Additional Term Facility Fee Letter.

Ticking fee:



[REDACTED]

Termination Date: As per the Unitranche Facility.

Amortisation schedule (if any): None.

Minimum amount of any partial prepayment or cancellation: €500,000 (and integral multiples thereof) or, if less, the Available Facility.

Prepayment Fee: Any prepayment (or amount of such prepayment) of the 2023 Additional Term Facility in whole or in part under Clause 11.4 (*Voluntary prepayment of Term Loans*) of the Facilities Agreement in excess of the Par Prepayment Basket for such twelve (12) month period (other than in connection with a Change of Control or Sale or a transaction which will constitute a Change of Control or Sale) shall be made at the following prepayment price in addition to all other sums required to be paid under the Facilities Agreement and this Additional Facility Notice (including all accrued and unpaid interest on the relevant Term Loans being prepaid to the date of prepayment) and the Company shall (within five (5) Business Days) of such prepayment) pay or procure the payment of such prepayment penalty to the Agent (for the account of each Additional Facility Lender pro rata to their participation in the relevant Additional Facility Loan being prepaid):

From the Additional Facility Closing Date to (and including) the date falling [REDACTED] from the Additional Facility Closing Date (the “**First Call Date**”)

From (but excluding) the First Call Date to (and including) the date falling [REDACTED] from the Additional Facility Closing Date (the “**Par Call Date**”)

From (but excluding) the [REDACTED]  
Par Call Date

**provided that** no such prepayment fees shall be payable to a Lender to the extent that the Lender is prepaid pursuant to:

- (a) Clause 11.1 (*Illegality*) of the Facilities Agreement;
- (b) Clause 11.6 (*Right of cancellation and repayment in relation to a single Lender or Issuing Bank*) of the Facilities Agreement;
- (c) Clause 11.8 (*Right of prepayment of Non-Consenting Lender*) of the Facilities Agreement;
- (d) Clause 12 (*Mandatory Prepayment*) of the Facilities Agreement;
- (e) Clause 11.4 (*Voluntary prepayment of Term Loans*) of the Facilities Agreement other than to the extent that the aggregate amount of such prepayment exceeds the Par Prepayment Basket in the relevant twelve (12) month period;
- (f) Clause 11.4 (*Voluntary prepayment of Term Loans*) of the Facilities Agreement where such prepayment is made in connection with a Change of Control or Sale or a transaction which will constitute a Change of Control or Sale;
- (g) paragraph (c) of Clause 28.2 (*Financial covenant*) of the Facilities Agreement;
- (h) any acceleration steps or actions (howsoever taken) which are taken in accordance with Clause 28.15 (*Acceleration*) of the Facilities Agreement;
- (i) Clause 41.6 (*Replacement of Lender*) of the Facilities Agreement; or
- (j) any clause of the Facilities Agreement after (but excluding) the Par Call Date.

[REDACTED]

**“Par Prepayment Basket”** means, in each twelve (12) Month period beginning on the Additional Facility Closing Date, an amount equal to [REDACTED] of the aggregate of the

Additional Facility Commitments available under this Additional Facility Notice as at the Additional Facility Closing Date.

- Summary of security: Subject to the Agreed Security Principles, as per the Unitranche Facility.
- Ranking: Senior Lender Liabilities and Senior Commitments (each as defined under the Intercreditor Agreement).
- Financial covenant (if applicable): The 2023 Additional Term Facility shall have the benefit of the financial covenant set out at Clause 26.2 (*Financial covenant*).
- Cure Rights: As per the Unitranche Facility and as set out in Clause 28.2 (*Financial covenant*). No Additional Cure Rights shall apply.
- Transfers: As per Clause 29 (*Changes to the Lenders*), provided that notwithstanding the terms of the Facilities Agreement, an original Additional Facility Lender shall be permitted to transfer, assign or sub-participate any or all of its Commitments under the 2023 Additional Term Facility to a New Lender (including an Affiliate or Related Fund) on or prior to the last day of the Agreed Certain Funds Period (in each case the “**Transferred Commitments**”), provided the original Additional Facility Lender shall remain obligated to comply with Clause 5.4 (*Lenders’ participation*) and, subject to Clause 4.6 (*Utilisations of the Revolving Facility / Additional Facility during the Agreed Certain Funds Period*), will fund the Transferred Commitments in respect of that Loan to the extent that New Lender has failed to so fund (or has confirmed that it will not be able to fund) on any Utilisation Date in respect of the 2023 Additional Term Facility in circumstances where such New Lender is contractually obliged to do so under this Additional Facility Notice.
- Conditions precedent:
- (a) The Additional Facility Lenders will only be obliged to comply with Clause 5.4 (*Lenders’ participation*) in relation to any Utilisation under the 2023 Additional Term Facility if on or before the Utilisation Date for that Utilisation the Agent has received all of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) of this Additional Facility Notice in form and substance satisfactory to the Agent (acting on the instructions of the Majority Additional Facility Lenders, acting reasonably) or if receipt of such documents and evidence has been waived by the Agent (acting on behalf of the Majority Additional Facility Lenders).
- (b) The Agent shall notify the Company and the Additional Facility Lenders promptly upon being so satisfied. Other than to the extent that the Majority Additional Facility Lenders notify the Agent in writing to the contrary before the Agent gives the notifications described in paragraph (a) above, the Additional Facility Lenders authorise (but do not

require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of the giving of such notification.

(c) Clause 4.6 (*Utilisations of the Revolving Facility / Additional Facility during the Agreed Certain Funds Period*) of the Facilities Agreement shall apply in respect of the utilisation of the 2023 Additional Term Facility.

Conditions subsequent: The Company shall deliver to the Agent no later than 10 Business Days after the Additional Facility Closing Date evidence of the discharge of the Existing Debt in a form satisfactory to the Majority Additional Facility Lenders (acting reasonably).

Majority Additional Facility Lenders: Means an Additional Facility Lender or Additional Facility Lenders whose Commitments in respect of the 2023 Additional Term Facility aggregate more than fifty (50) per cent. or more of the total Commitments in respect of the 2023 Additional Term Facility (or, if the total Commitments in respect of the 2023 Additional Term Facility have been reduced to zero, aggregated more than fifty (50) per cent. or more of the total Commitments in respect of the 2023 Additional Term Facility immediately prior to that reduction.

Termination: The Additional Facility Commitments in respect of the 2023 Additional Term Facility shall automatically be cancelled upon the expiry of the Agreed Certain Funds Period.

MFN: If the Company establishes any further Additional Facility pursuant to Clause 2.2 (*Additional Facilities*) of the Facilities Agreement that is an MFN Facility, the Margin applicable to such MFN Facility (calculated on a fully drawn basis) must not exceed [REDACTED] per annum above the highest potential All in Yield on the 2023 Additional Term Facility on the date on which the MFN Facility is incurred (the “**MFN Rate**”) unless the Margin on the 2023 Additional Term Facility is increased (including, for the avoidance of doubt, at each level of the Margin ratchet) by an amount equal to the amount by which the Margin for such applicable MFN Facility exceeds the relevant MFN Rate.

“**MFN Facility**” means any Additional Facility:

(a) ranking pari passu with the 2023 Additional Term Facility;

(b) which is denominated in EUR; and

(c) [REDACTED]

**provided that** any Additional Facility which an Additional Facility Lender has been invited to participate in by (or on behalf of) the Company, but such Additional Facility Lender has declined to participate in such Additional Facility on the terms proposed by the Company (a “**declining lender**”) shall not, in respect of any such declining lender, constitute

an MFN Facility.

Conduct of Scheme or Takeover Offer:

(a) The Company shall, and shall procure that the Purchaser will, comply with all applicable laws and regulations relevant to the Scheme or the Takeover Offer, as applicable, including the Irish Takeover Rules, subject to any waivers granted by or requirements of the Irish Takeover Panel or the requirements of the Court; except that any non-compliance, by the Company or the Purchaser, with such law or rules shall be permitted to the extent it could not reasonably be expected to be materially adverse to the interests of the Additional Facility Lenders (taken as a whole) under the Finance Documents.

(b) Subject to any confidentiality, regulatory, legal or other restrictions relating to the supply of such information (including pursuant to the Irish Takeover Rules or any requirements or requests of the Irish Takeover Panel), the Company will (A) keep the Agent informed as to any material developments in relation to the Acquisition and (B) make available to the Agent copies of the Scheme Circular or, as the case may be, the Takeover Offer Document as soon as reasonably practicable.

(c) If the Scheme or the Takeover Offer (as applicable) conclusively lapses, terminates or is withdrawn, the Company shall promptly notify the Agent in writing (including, for the avoidance of doubt, by publicly announcing such information).

(d) The Company shall not (and shall cause the Purchaser not to) waive or amend, or agree to any waiver or amendment of the material conditions to the Scheme specified in the Scheme Announcement (or, in the case of a Takeover Offer, the equivalent conditions to the Takeover Offer) in a way which would reasonably be expected to be materially adverse to the interests of the Additional Facility Lenders (taken as a whole) without obtaining the prior written consent of the Agent (save for any amendments necessary or desirable pursuant to applicable laws or required by the relevant regulator).

(e) If the Purchaser elects to implement the Acquisition by way of a Takeover Offer in accordance with the terms of this Additional Facility Notice, the terms and conditions contained in the relevant Takeover Offer Document must include an acceptance condition of no lower than the Minimum Acceptance Condition.

(f) The Company shall not (and shall cause the Purchaser not to) waive or amend, or agree to any waiver or amendment of, the acceptance condition below the Minimum Acceptance Condition without obtaining the prior written consent of the Additional Facility Lenders.

(g) If the Acquisition is being effected by way of a Takeover Offer, where becoming entitled to do so, the Purchaser shall use commercially reasonable efforts to promptly (and in any event within the maximum time period prescribed by such actions) complete the Squeeze Out Procedures.



4. We confirm that each of the applicable conditions in paragraph (b) of Clause 2.2 (*Additional Facilities*) of the Facilities Agreement are met at the Additional Facility Commencement Date.
5. In accordance with Clause 4.6 (*Utilisations of the Revolving Facility / Additional Facility during the Agreed Certain Funds Period*), the Company and the Additional Facility Lenders agree and notify the Agent that:
  - (a) the 2023 Additional Term Facility shall be made available on a “*certain funds basis*” for the Agreed Certain Funds Period in connection with the Transaction on the terms and conditions set out in this Additional Facility Notice;
  - (b) the only Agreed Certain Funds Obligors shall be the Company and (solely to the extent a Major Undertaking, Major Representation or Major Default relates to such person) Midco;
  - (c) each Utilisation under the 2023 Additional Term Facility shall be an Agreed Certain Funds Utilisation; and
  - (d) no conditions or events not specified in the Facilities Agreement or this Additional Facility Notice shall apply to any Agreed Certain Funds Utilisation.
6. The Company represents and warrants that, to its knowledge (having made due and careful enquiries):
  - (a) all written information provided by any member of the Group (including its advisers) to the Additional Facility Lenders or the provider of the Tax Structure Memorandum was true, complete and accurate in all material respects as at the date it was provided and is not misleading in any respect; and
  - (b) the forecasts and projections contained in the Base Case Model were prepared based on assumptions believed to be reasonable by the Company at the time made.

### **Irish Terms**

7. For the purposes of the Facilities Agreement, the terms below shall have the following meanings:
  - (a) “**dissolution**” of an Irish Obligor includes such entity being struck off the Register of Companies in Ireland;
  - (b) “**enforcing**” (or any derivation) the Security includes the appointment of an administrator, examiner, receiver or process adviser (or any analogous officer in any jurisdiction) of an Irish Obligor by the Security Agent;
  - (c) an “**examiner**” means an examiner (including any interim examiner) appointed under section 509 of the Irish Companies Act and examinership shall be construed accordingly;
  - (d) a “**process adviser**” means a person appointed or acting as a process adviser within the meaning of section 558A(1) of the Irish Companies Act;
  - (e) a “**rescue process**” means the rescue process for small and micro companies contemplated by Part 10A of the Irish Companies Act; and
  - (f) a person being “**unable to pay its debts**” includes that person being unable to pay its debts within the meaning of Sections 509(3) and 570 of the Irish Companies Act.

### **Miscellaneous**

8. Midco (on behalf of itself and only in respect of paragraph (a) below) and the Company (as Obligor’s Agent on behalf of each other Obligor, and only in respect of paragraph (a) below, on behalf of Basware International Oy as authorised by Basware International Oy’s board of directors) confirm for the benefit of the Secured Parties:

- (a) that the Transaction Security established or created pursuant to the Transaction Security Documents to which they are a party (i) remains in full force and effect on the terms of such Transaction Security Documents notwithstanding the increase in the Total Commitments, (ii) continues to secure its obligations that are expressed to be secured pursuant to the Transaction Security Documents and that those obligations shall extend to the Total Commitments as increased by the addition of the new Additional Facility Commitments in respect of the 2023 Additional Term Facility of any Additional Facility Lender; and
  - (b) that each Obligor's guarantee and indemnity set out in Clause 23 (*Guarantees and Indemnity*) of the Facilities Agreement will, subject to any applicable limitations on such guarantee and indemnity referred to in that clause and any Accession Deed pursuant to which it became an Obligor, extend to include the 2023 Additional Term Facility.
- 9. Nothing in this Additional Facility Notice is intended to be, or shall be construed as, or be considered to be, a novation or an amendment of any of the Transaction Security, the Transaction Security Documents and/or the relevant obligations expressed to be secured thereunder.
- 10. As soon as reasonably practicable after the Additional Facility Closing Date and, in any event, within 120 days of the Additional Facility Closing Date and, subject to the Agreed Security Principles, Midco and the Company shall (and the Company shall procure that each other member of the Group shall) do all such acts or execute all such documents as the Agent (acting on the instructions of the Majority Additional Facility Lenders) may reasonably specify to ensure the Transaction Security extends to secure the liabilities under the 2023 Additional Term Facility in each applicable jurisdiction.
- 11. The Company agrees that:
  - (a) from the Effective Date, the Republic of Ireland will not constitute an Excluded Jurisdiction under the Facilities Agreement; and
  - (b) as soon as reasonably practicable after the Effective Date and, in any event, within 120 days of the Effective Date and, subject to the Agreed Security Principles, it shall procure that Security is granted in favour of the Security Agent and the Secured Parties over the shares of the Target and any Structural Intercompany Receivables owing to a Material Subsidiary by the Target (subject to the Security Agent and each other applicable person taking all action that is required (including executing all relevant documents) to ensure that such Security can be granted within such time period).
- 12. The Additional Facility Notice may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Additional Facility Notice. Delivery of a counterpart of this Additional Facility Notice by email attachment or telecopy shall be an effective mode of delivery.
- 13. This Additional Facility Notice and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 14. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Additional Facility Notice (including a dispute regarding the existence, validity or termination of this Additional Facility Notice or any non-contractual obligations arising out of or in connection with this Additional Facility Notice (a "**Dispute**").
- 15. The parties to this Additional Facility 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.

**SCHEDULE 1**  
**ACQUISITION RELATED TERMS**

Acquisition:	Means the acquisition by the Purchaser of any Target Shares pursuant to the Scheme or, if the Purchaser elects, subject to the terms of the Transaction Agreement, compliance with the Irish Takeover Rules and with the consent of the Irish Takeover Panel, a Takeover Offer, in each case in accordance with the terms of the applicable Acquisition Documents and, if applicable in the case of a Takeover Offer, by way of the Squeeze Out Procedures.
Acquisition Documents:	Means the Scheme Documents or the Takeover Offer Documents (as applicable), the Transaction Agreement and each other document or agreement designated in writing as an Acquisition Document by the Additional Facility Borrower and the Agent (acting on the instructions of the Additional Facility Lenders).
Acquisition Price:	Means the price per Target Share payable by the Purchaser for any Acquisition as set out in the Scheme Documents or the Takeover Offer Documents (as applicable).
AIM:	Means the Alternative Investment Market of the London Stock Exchange.
AIM Rules:	Means the rules for companies admitted to AIM.
Basware:	Means Basware Corporation, a limited company incorporated under the laws of Finland with EUID Number FIFPRO.0592542-4 and street address at Linnoitustie 2, Cello-Rakennus, PL 97 Espoo, Finland 02601.
Conditions:	Means the conditions to the Scheme and the Acquisition set out in Appendix I to the Scheme Announcement.
Court:	Means the High Court of Ireland.
Court Order:	Means the order(s) of the Court sanctioning the Scheme under Sections 449 to 455 of the Irish Companies Act.
Effective:	Means in the context of the Acquisition: (i) if the Acquisition is implemented by way of a Scheme, the Scheme having become effective in accordance with its terms, upon the delivery to the Registrar of Companies of the Court Order; or (ii) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or become unconditional in all respects in accordance with the provisions of the Takeover Offer Documents and the requirements of the Irish Takeover Rules.
Effective Date:	Means the date on which the Acquisition becomes Effective.
Existing Debt:	Means the outstanding indebtedness of the Target Group existing immediately prior to the Additional Facility Closing Date under (a) an Existing Debt Financing and (b) hedging agreements in relation to an Existing Debt Financing.
Existing Debt Financing:	Means any debt financing made available to the Target Group and existing immediately prior to the Additional Facility Closing Date, including but not limited to the Existing Target Facilities.
Existing Target Facilities:	Means debt financing provided to the Target Group under the (i) loan agreements between the Target and BPC Ireland Lending DAC dated June 2018 and May 2021 (as amended); (ii) Linked

Repayable Advance and Grant Agreement between the Target and Enterprise Ireland dated 10 December 2020; (iii) Agile Innovation Grant and a grant of under the Business Process Improvement Grant from Enterprise Ireland to the Target; (iv) facility agreement dated 28 July 2020 with Bank of Ireland; and (v) Temporary COVID-19 Wage Subsidy Scheme, the Employment Wage Subsidy Scheme and the Debt Warehousing Scheme operated by the Irish Revenue Commissioners.

Funds Flow Statement:	Means the funds flow statement referred to in Schedule 2 ( <i>Conditions Precedent</i> ) of this Additional Facility Notice.
Irish Companies Act:	Means the Companies Act 2014 (as amended) of Ireland.
Irish Takeover Panel:	Means the Irish Takeover Panel established under the Takeover Panel Act.
Irish Takeover Rules:	Means the Irish Takeover Panel Act 1997, Takeover Rules, 2022.
Minimum Acceptance Condition:	Means, in relation to a Takeover Offer, a condition such that the Takeover Offer may not be declared unconditional as to acceptances until the Purchaser has received acceptances in respect of 80 per cent. of the issued and to be issued share capital of the Target.
Purchaser:	Means Genesis Bidco Limited, a private company limited by shares incorporated in Ireland with registered number 740390, having its registered office at Ten Earlsfort Terrace, Dublin 2, D02 T380.
Refinancing:	Means the refinancing, repayment and/or discharge of the Existing Debt as described in the Funds Flow Statement and/or the Tax Structure Memorandum.
Registrar of Companies	Means the Registrar of Companies in Dublin, Ireland, as defined in Section 2 of the Irish Companies Act.
Scheme:	Means the scheme of arrangement made under Chapter 1 of Part 9 of the Irish Companies Act to effect the acquisition by the Purchaser of Target Shares under the terms of the Acquisition Documents and on such other terms as the parties to the Transaction Agreement mutually agree in writing, including any revision of the scheme of arrangement as may be so agreed between such parties and, if required, by the Court.
Scheme Announcement:	Means the announcement released by the Purchaser and/or the Target to announce a firm intention on the part of the Purchaser to make an offer to acquire the Target Shares on the terms of the Scheme in accordance with Rule 2.7 of the Irish Takeover Rules including its summary and appendices.
Scheme Circular:	Means a document (including any amendments or supplements thereto) to be distributed by the Target to the Target Shareholders which shall contain, amongst other things: (i) the Scheme; (ii) the notice or notices of the Scheme Meeting and extraordinary general meeting in connection with the Scheme; (iii) an explanatory statement as required by Section 452 of the Irish Companies Act with respect to the Scheme; (iv) such other information as may be required or necessary pursuant to the Irish Companies Act, the Irish Takeover Rules or the AIM Rules; and (v) such other information as the Target and the Purchaser shall agree.
Scheme Document:	Means together the Scheme Announcement, the Scheme Circular, the Court Orders and the Scheme Resolutions.

Scheme Meeting:	Means the meeting or meetings of the Target Shareholders or, if applicable, any class or classes of the Target Shareholders (including as may be directed by the Court under Section 450(5) of the Irish Companies Act) (and any adjournment of any such meeting or meetings) convened by (i) resolution of the Target Board; or (ii) order of the Court, in either case under Section 450 of the Irish Companies Act, to consider and vote on the Scheme Resolutions.
Scheme Resolutions:	Means the resolutions relating to the Target referred to and substantially in the form set out in the Scheme Circular.
Settlement Date:	Means each date on which the Acquisition Price for any Target Share subject to the Scheme or Takeover Offer is payable by the Purchaser in accordance with the Scheme or Takeover Offer and the relevant Acquisition Documents.
Squeeze Out Procedures:	Means the compulsory acquisition procedures set out in Chapter 2 of Part 9 of the Companies Act..
Takeover Offer:	Means an offer in accordance with the Transaction Agreement for the entire issued and to be issued ordinary share capital of the Target (other than any Target Shares beneficially owned by the Purchaser (if any)), including any amendment or revision thereto under the Transaction Agreement, the full terms of which would be set out in the Takeover Offer Documents or (as the case may be) any revised offer document(s).
Takeover Offer Documents:	Means, if following the date of the Transaction Agreement, the Purchaser elects to implement the Acquisition by way of Takeover Offer in accordance with the Transaction Agreement, the documents to be despatched to Target Shareholders and others by or on behalf of the Purchaser (or such other entity as Basware may elect) containing, amongst other things, the Takeover Offer, the Conditions (save insofar as not appropriate in the case of a Takeover Offer, and as amended in such manner as the Purchaser and the Target may determine, and the Irish Takeover Panel may agree, to be necessary to reflect the terms of the Takeover Offer) and certain information about Basware, the Purchaser and the Target and, where the context so admits, includes any form of acceptance, election, notice or other document reasonably required in connection with the Takeover Offer.
Takeover Panel Act:	Means the Irish Takeover Panel Act 1997, as amended.
Target:	Means Glantus Holdings plc, a company incorporated in Ireland with registered number 616225, having its registered office at Marina House, Block V, Eastpoint Business Park, Dublin, D03 AX24.
Target Group:	Means the Target and its Subsidiaries.
Target Shareholders:	Means the holders of Target Shares.
Target Shares:	Means the ordinary shares of €0.001 each in the capital of the Target.
Target Options:	Means the options granted under the 2019 Share Option Scheme of the Target adopted on 10 April 2019 and amended on 5 May 2021.

Transaction: Means the Acquisition and the Refinancing and paying any fees, costs and expenses payable in connection with such acquisition or refinancing.

Transaction Agreement: Means the transaction agreement to be entered into between Basware, the Purchaser and the Target in relation to the implementation of the Scheme or the Takeover Offer (as applicable) and the Acquisition.

**SCHEDULE 2**  
**CONDITIONS PRECEDENT**

**1. Corporate Authorisations:**

- (a) A copy of the trade register extract and the articles of association of the Additional Facility Borrower, Midco, Basware International Oy and Basware Oy.
- (b) If required by law or by the constitutional documents or customary in the relevant jurisdiction, a copy of a resolution of the board of directors of the Additional Facility Borrower and Midco, if applicable:
  - (i) approving the terms of, and the transactions contemplated by, the New Finance Documents (as defined below) to which it is a party and resolving that it execute the New Finance Documents to which it is a party;
  - (ii) authorising a specified person or persons to execute the New Finance Documents to which it is a party on its behalf; and
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices (including, if relevant, any Utilisation Request, Selection Notice or other notice) to be signed and/or dispatched by it under or in connection with the New Finance Documents to which it is a party.
- (c) A copy of the resolutions of the board of directors of Basware International Oy and Basware Oy approving the security confirmation included in the Additional Facility Notice and authorising the Obligors' Agent to confirm the security confirmation on its behalf by executing the Additional Facility Notice.
- (d) A copy of the resolutions signed by all holders of the issued shares in the Additional Facility Borrower, Basware Oy and Basware International Oy.
- (e) A certificate from the Additional Facility Borrower and Midco (signed by an authorised signatory):
  - (i) confirming that, subject to the Guarantee Limitations set out in the Facilities Agreement and the Agreed Security Principles, borrowing, guaranteeing or securing (as relevant) the Total Commitments (including, for the avoidance of doubt, the Additional Facility Commitments) would not cause any borrowing, guarantee or security limit binding on it (as relevant) to be exceeded; and
  - (ii) certifying that each copy document relating to it specified in paragraph (a), (b) and (d) above is correct, complete and (to the extent executed) in full force and effect and has not been amended or superseded prior to the date of this Additional Facility Notice.
- (f) Specimen signatures for the person(s) authorised in the resolution referred to in paragraph (b) above (to the extent such person will execute a New Finance Document), provided that if the Agent is already in possession of a specimen signature of such person no additional specimen signature of that person shall be required to be delivered.

**2. New Finance Documents:**

- (a) The Fee Letter between the Additional Facility Borrower and the Additional Facility Lenders in respect of the fees payable in respect of the 2023 Additional Term Facility (the “**2023 Additional Term Facility Fee Letter**”).
- (b) A New Debt Financing Designation Certificate (under and as defined in the Intercreditor Agreement) which designates the 2023 Additional Term Facility as a “Senior Facility” under

the Intercreditor Agreement (the “**2023 Additional Term Facility New Debt Financing Designation Certificate**”, and together with this Additional Facility Notice and the 2023 Additional Term Facility Fee Letter, the “**New Finance Documents**”).

- (c) To the extent an original Additional Facility Lender is not already party to the Facilities Agreement as a Lender and party to the Intercreditor Agreement as a Senior Lender, an Additional Facility Lender Accession Notice pursuant to which that Additional Facility Lender agrees to be bound by the terms of the Facilities Agreement as a Lender and a Senior Lender under the Intercreditor Agreement, in respect of the 2023 Additional Term Facility.
3. **Legal Opinions:**
- (a) A legal opinion from English law counsel to the Finance Parties in respect of the enforceability of this Additional Facility Notice governed by English law.
  - (b) A legal opinion from Finnish law counsel to the Finance Parties in respect of the capacity and authority of the Additional Facility Borrower and Midco to enter into this Additional Facility Notice.
4. **Financial Information:**
- (a) If available, the latest audited consolidated financial statements of the Target provided that such financial statements shall not be required to be in a form and substance satisfactory to any Finance Party nor subject to any other approval requirement.
  - (b) The base case model in the form agreed between the Additional Facility Borrower and the Additional Facility Lenders prior to the date of this Additional Facility Notice (the “**Base Case Model**”).
5. **KYC:** Completion of each Additional Facility Lender’s reasonable “know your customer” checks on the Investors and the Additional Facility Borrower which are required and which (in each case) have been notified to the Additional Facility Borrower not later than five Business Days prior to the date of this Additional Facility Notice.
6. **Funds Flow Statement:** (only if a statement of sources and uses is not included in the Tax Structure Memorandum or the uses are not set out in the Utilisation Request) a copy of the Funds Flow Statement setting out the sources and uses for the Acquisition to be made on or prior to the 2023 Additional Term Facility Closing Date, provided that such Funds Flow Statement shall not be required to be in a form and substance satisfactory to any Finance Party nor subject to any other approval requirement.
7. **Tax Structure Memorandum:** A copy of the tax structure memorandum prepared by Arthur Cox LLP (the “**Tax Structure Memorandum**”), to be provided on a non-reliance basis provided that the form and substance of the Tax Structure Memorandum will be satisfactory to the Agent and the Majority Additional Facility Lenders if the final version of the Tax Structure Memorandum is, in form and substance, substantially the same as the final version or draft (as applicable) received by the Additional Facility Lenders prior to the date of this Additional Facility Notice, save for any changes which are not materially adverse to the interests of the Additional Facility Lenders (taken as a whole) under the Finance Documents or any other changes approved by the Majority Additional Facility Lenders (acting reasonably).
8. **Acquisition Related Documents:**
- (a) A copy of the Scheme Documents or the Takeover Offer Documents (as applicable) provided that these shall not be required to be in a form and substance satisfactory to any Finance Party nor subject to any other approval requirement.
  - (b) A certificate from the Company (signed by an authorised signatory) confirming that:

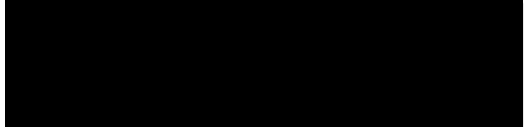


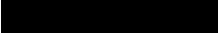
- (i) if the Purchaser has elected to implement the Acquisition by way of a Takeover Offer, the Purchaser has received acceptances to the Takeover Offer in respect of any amount of Target Shares such that, following the settlement of the Takeover Offer, the Minimum Acceptance Condition will be satisfied (unless waived or amended with the consent of the Additional Facility Lenders); and
  - (ii) all the terms and conditions of the Scheme or the Takeover Offer Documents (as applicable) (other than payment of the consideration for the Acquisition) have been satisfied or waived and that no amendment or waiver of the terms and conditions of the Scheme or the Takeover (as applicable) has occurred, in each case other than any amendments and waivers which are (x) not materially adverse to the interests of the Additional Facility Lenders (taken as a whole) under the Finance Documents; or (y) any other changes or additions approved by the Agent (acting reasonably on the instructions of the Majority Additional Facility Lenders (each acting reasonably) with such approval not to be unreasonably withheld, made subject to any condition or delayed).
9. **Fees:** Reasonable evidence that all fees due and payable to the Additional Facility Lenders (for their own account) under the 2023 Additional Term Facility Fee Letter will be paid provided that a reference to payment of such fees in the Utilisation Request (or the Funds Flow Statement) shall be deemed to be reasonable evidence such that this condition precedent is satisfactory to the Agent.

**COMPANY**

**SAPPHIRE BIDCO OY**

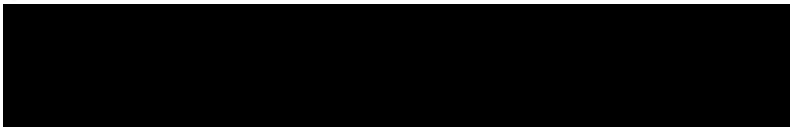
acting by its authorised signatory in accordance  
with the laws of its jurisdiction of incorporation



Name:   
Title: Authorised Signatory

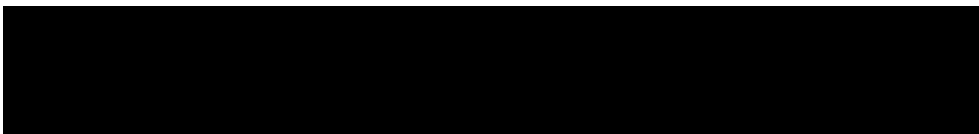
Notice Details:

Address:  
E-mail:  
Attention:



With a copy to (which shall not constitute notice):

Address:  
E-mail:  
Attention:



**MIDCO**

**TOPAZ MIDCO OY**

acting by its authorised signatory in accordance  
with the laws of its jurisdiction of incorporation



Name: 

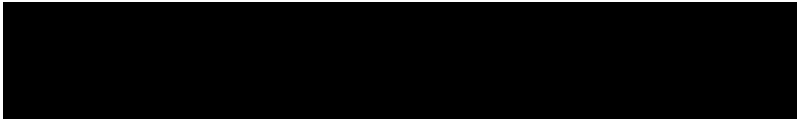
Title: Authorised Signatory

Notice Details:

Address:

E-mail:

Attention:



With a copy to (which shall not constitute notice):

Address:

E-mail:

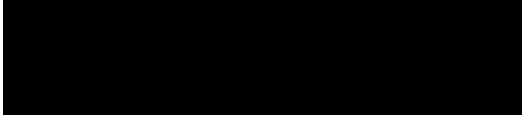
Attention:




**ADDITIONAL FACILITY BORROWER**

**SAPPHIRE BIDCO OY**

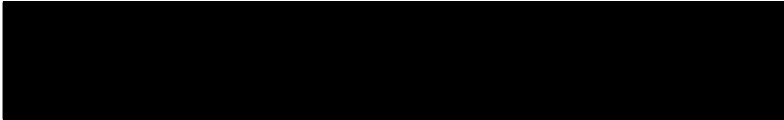
acting by its authorised signatory in accordance  
with the laws of its jurisdiction of incorporation



Name:   
Title: Authorised Signatory

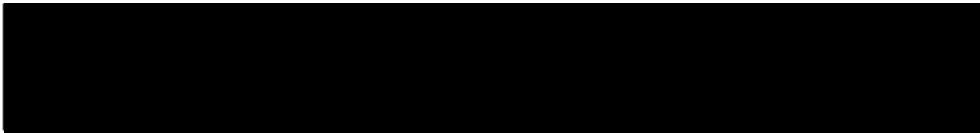
Notice Details:

Address:  
E-mail:  
Attention:



With a copy to (which shall not constitute notice):

Address:  
E-mail:  
Attention:



**ADDITIONAL FACILITY LENDERS**

SIGNED on behalf of

**GC Finance Operations Multicurrency Trust**

By: GC Advisors LLC, its Manager

By:



Address:

Email:

Attention:



SIGNED on behalf of

**GDLC Funding LLC**

By: Golub Capital Direct Lending Corporation, its sole member

By: GC Advisors LLC, its Manager

By:



Authorised Signatory

Address:

Email:

Attention:



SIGNED on behalf of

**GCIC Holdings LLC**

By: Golub Capital BDC, Inc., its sole member

By: GC Advisors LLC, its Manager

By:

██  
Authorised Signatory

Address:

Email:

Attention:

██  
██  
██

SIGNED on behalf of

**Golub Capital 3 Holdings LLC**

By: Golub Capital BDC 3, Inc., its sole member

By: GC Advisors LLC, its Manager

By:



Authorised Signatory

Address:

Email:

Attention:





**AGENT**

SIGNED on behalf of

**KROLL AGENCY SERVICES LIMITED**

By:



Authorised Signatory

Address:

Email:

Attention:

