

PRIVILEGED & CONFIDENTIAL

Accel-KKR Capital Partners VI, LP
2500 Sand Hill Road, Suite 300
Menlo Park, CA 94025

Date: 14 August 2023

N.M. Rothschild & Sons Limited
New Court, St Swithin's Lane
London EC4N 8AL
United Kingdom

Genesis Bidco Limited
Ten Earlsfort Terrace
Dublin 2
D02 T380

with a copy to

Glantus Holdings plc
Marina House, Block
Eastpoint Business Park,
Dublin
D03 AX24

Re: Financing Commitment

Ladies and Gentlemen:

Accel-KKR Capital Partners VI, LP, a Cayman Islands exempted limited partnership ("Investor"), and certain of its affiliates intend to purchase, directly or indirectly, equity securities of Genesis Bidco Limited, a private company limited by shares incorporated under the laws of Ireland ("Offeror"), in connection with the potential offer in cash (which is intended to be effected by way of a scheme of arrangement pursuant to Chapter 1, Part 9 of the Companies Act 2014 of Ireland, as amended, (the "Act") to be made by Offeror to all shareholders of Glantus Holdings plc (the "Company"), for the acquisition of all shares of the Company, in accordance with the Irish Takeover Panel Act, 1997, Takeover Rules, 2022 (the "Takeover Rules") to be posted to the shareholders of the Company in a scheme document pursuant to the Takeover Rules (the "Scheme Document") and to be made on the terms and subject to the conditions set out in the announcement made pursuant to Rule 2.7 of the Takeover Rules (a draft copy of which is attached as Appendix 1 to this letter (the "Announcement")), and/or such other terms and conditions set out in the Scheme Document, and/or as may be required under the Takeover Rules and/or as may be agreed between the Company and Offeror (such offer, together with all extensions, re-openings, increases, amendments and revisions thereof, the "Offer").

We acknowledge that Offeror intends to implement the Offer by way of a scheme of arrangement of the Company in accordance with Chapter 1 of Part 9 of the Act (a "Scheme") but may elect to implement the Offer by way of a takeover offer pursuant to the Takeover Rules (a "Takeover Offer") and the provisions of this Letter shall continue to apply in that event.

This is to advise the Offeror, with a copy to the Company, that, upon the terms and subject to the conditions set forth below, Investor hereby agrees to contribute, or cause to be contributed, to Offeror, at the “Closing” (being the date on which Offeror is required to pay the Offer consideration to the Company’s shareholders pursuant to the terms of the Offer (the “Closing Payment Obligation”)), up to an aggregate amount in cash equal to EUR24,045,581 (the “Commitment”) in connection with the satisfaction by the Offeror of the Closing Payment Obligation. Investor will not, under any circumstances, be obligated to contribute or cause to be contributed to Offeror more than the Commitment. To the extent Offeror is relieved for any reason of its obligation under the terms of the Offer, the corresponding obligations of Investor to fund the Commitment hereunder shall be similarly reduced.

Each of Investor’s and Offeror’s obligations under this letter are subject to all of the conditions to completion set forth in Annex I of the Announcement and set out in the Scheme Document (other than those conditions that, by their terms, cannot be satisfied until the Closing but which are fully capable of being, and which will be, satisfied at the Closing) having been satisfied (or waived, as the case may be, in accordance with the Takeover Rules) and continuing to be satisfied (or waived, as the case may be, in accordance with the Takeover Rules) on the date the Closing is required to be consummated by Offeror pursuant to the terms of the Offer.

This letter, including the obligations set forth in the third paragraph hereof, will automatically expire with no further liabilities or obligations upon the earlier of: (a) the expiry of the Certain Funds Period (as defined below); (b) the funding in full of the Commitment pursuant to this letter, and (c) the date that the Company, any of its affiliates, their respective Related Parties or any person or entity claiming by, through, on behalf of or for the benefit of any of the foregoing persons or entities, asserts any claim (including in litigation or another proceeding) against Investor, any of its affiliates or its or their Related Parties relating to this letter, the Announcement, the Scheme Document or any of the transactions contemplated hereby or thereby (including in respect of any written or oral representations made or alleged to be made in connection herewith or therewith) other than the Company seeking to specifically enforce Investor’s obligation to fund its Commitment and Offeror’s obligation to consummate the Closing in accordance with the terms of the Offer.

The “Certain Funds Period” means the period commencing on the date of release of the Announcement and ending on: (a) if the Offer is implemented by way of a Scheme, the earlier of the date the Scheme lapses, terminates or is withdrawn (by order of the High Court of Ireland or otherwise); and (b) if the Offer is implemented by way of a Takeover Offer, the date the Takeover Offer lapses, terminates or (with the consent of the Irish Takeover Panel) is withdrawn, provided that, a switch from a Takeover Offer to a Scheme, having obtained the consent of the Irish Takeover Panel, or from a Scheme to a Takeover Offer, having obtained the consent of the Irish Takeover Panel, (or, for the avoidance of doubt, any amendment to the terms or conditions of a Takeover Offer or Scheme) shall not amount to a lapse, termination or withdrawal for the purposes of this definition.

Unless the parties specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this letter nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this paragraph shall be void. Notwithstanding the foregoing, the Investor may assign some or all of the Commitment to any of its affiliates or to one or more co-investors by notice in writing from the Investor to Offeror provided that such assignment shall not relieve the Investor from its liability under this letter in the event that such assignee fails to perform the Investor’s relevant obligations under this letter.

Other than as required by law, court order or other competent authority, each of the parties agrees that it will not, nor will it permit its employees, advisors or affiliates to, disclose to any person or entity the contents of this letter without the prior written consent of the other parties, provided, however, that Offeror

and the Investor shall have the right to make such disclosure (a) to its or its respective affiliates' employees, officers, directors, financing sources (including advised entities) and advisors, (b) in connection with the enforcement of this letter, (c) to the extent required by applicable law, regulation, the Takeover Rules or a court or administrative request, or in connection with any filings with any governmental authority having jurisdiction over such party or its affiliates, (d) to the Irish Takeover Panel, and (e) to the Company and its advisors who are instructed to maintain the confidentiality of this letter in accordance herewith.

Notwithstanding anything that may be expressed or implied in this letter, each party hereto, by its acceptance of the benefits hereof, covenants, agrees and acknowledges that, notwithstanding that Investor is a limited partnership, no recourse hereunder or under any documents or instruments delivered in connection herewith may be had against any Related Party (as hereinafter defined) of Investor or any Related Party of any of such Related Party, whether by the enforcement of any assessment or by any legal or equitable proceedings, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on, or otherwise be incurred by any Related Party of Investor or any Related Party of any of such Related Party for any obligations of Investor under this letter or any documents or instruments delivered in connection herewith or for any claim based on, in respect of, or by reason of, such obligations or their creation. Neither Investor nor any of its Related Parties nor any Related Party of any such Related Party will have any liability for any debts, obligations or liabilities of Offeror or any other person or entity. None of Investor's Related Parties or any Related Party of any such Related Party will have any liability or obligation of any kind to the Company, any of its equityholders, any of their respective Related Parties or any other person or entity (in all cases, whether directly or indirectly and whether arising under contract, by operation of law or otherwise), in connection with the Announcement, the Scheme Document or any of the transactions contemplated thereby. For the purposes of this commitment letter, the terms "Related Party" and "Related Parties" mean, with respect to any person or entity, any and all former, current or future directors, managers, officers, employees, agents, general or limited partners, managers, members, stockholders, equityholders and affiliates of such person or entity.

Investor hereby represents and warrants to Offeror that: (a) it is duly organized and validly existing under the laws of its jurisdiction of organization, (b) it has all corporate, limited liability company, limited partnership, partnership or similar power and authority to execute, deliver and perform its obligations under this letter, (c) the execution, delivery and performance of this letter by it has been duly and validly authorized and approved by all necessary corporate, limited liability company, limited partnership, partnership or similar action, and no other proceedings or actions on its part are necessary therefor, (d) this letter has been duly and validly executed and delivered by it and constitutes a valid and legally binding obligation of it, enforceable against it in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors, (e) the execution, delivery and performance by it of this letter do not and will not violate its organizational documents, and (f) it has, and will have for so long as this letter remains in effect, uncalled capital commitments or otherwise has access to available funds equal to or in excess of the Commitment and its limited partners, other investors or financing sources have the obligation to fund such capital, and all funds necessary to fulfill the Commitment under this letter shall be available to it for as long as this letter and the Commitment hereunder shall remain in effect.

All issues and questions concerning the construction, validity, interpretation and enforceability of this letter will be governed by, and construed in accordance with, the laws of Ireland, without giving effect to any choice of law or conflict of law rules or provisions (whether of Ireland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Ireland. The parties hereto irrevocably consent to the jurisdiction of the courts of Ireland in connection with any action relating to this letter.

Whenever possible, each provision of this letter will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this letter or the application of any such provision to

any person, entity or circumstance will be held to be prohibited by, illegal or unenforceable under applicable law or rule in any respect by a court of competent jurisdiction, such provision will be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this letter; provided, however, that this letter may not be enforced without giving effect to the provisions of paragraph 10 of this letter.

This letter may be executed in counterparts (including by means of telecopied or other electronic signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same letter. The exchange of copies of this letter and of signature pages by facsimile transmission or other electronic delivery will constitute effective execution and delivery of this letter as to the parties and may be used in lieu of the original letter for all purposes. Signatures of the parties transmitted by facsimile or other electronic delivery will be deemed to be their original signatures for all purposes.

The maximum liability of the Investor howsoever arising under this letter shall not exceed the amount of the Commitment.

This letter and the documents referred to herein contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior letters and understandings, whether written or oral, relating to such subject matter in any way. This letter agreement may not be amended or otherwise modified without the prior written consent of the Offeror and the Investor.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, ACTION, CLAIM, CAUSE OF ACTION, SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS LETTER OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY THAT THIS PARAGRAPH CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THE PARTIES ARE RELYING AND WILL RELY IN ENTERING INTO THIS LETTER AND ANY OTHER LETTERS RELATING HERETO OR CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

References in this Agreement to the Investor taking any action should be construed as AKKR Management Company, LLC taking such action for and on behalf of the Investor's general partner, AKKR Fund VI Management Company, LP, in turn taking such action for and on behalf of the Investor.

* * * * *

If this letter is agreeable to you, please so indicate by signing in the space indicated below.

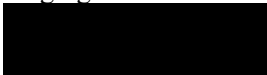
Very truly yours,

ACCEL-KKR CAPITAL PARTNERS VI, LP

By: AKKR Fund VI Management Company, LP
Its: General Partner

By: AKKR Management Company, LLC
Its: General Partner

By: Accel-KKR Holdings GP, LLC
Its: Managing Member

By:  _____
Name: Tom Barnds
Title: Managing Partner

Accepted and agreed as of 14 August, 2023.

N.M. ROTHSCHILD & SONS LIMITED

By: 
Name: ANTON BLACK
Title: PARTNER

Accepted and agreed as of _____, 2023.

GENESIS BIDCO LIMITED

By: _____
Name: _____
Title: _____

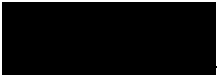
Accepted and agreed as of _____, 2023.

N.M. ROTHSCHILD & SONS LIMITED

By: _____
Name:
Title:

Accepted and agreed as of 14 August, 2023.

GENESIS BIDCO LIMITED

By:  _____
Name: Gordon MacNeill
Title: Principal