To: Informa Group Holdings Limited (the "**Company**")

From: HSBC Bank plc (the "Agent")

Date: 9 August 2024

£1,250,000,000 bridge facility agreement (the "Bridge Facility Agreement") dated 24 July 2024 and made between, amongst others, the Company and Informa PLC as borrowers, Morgan Stanley Bank International Limited as arranger and the Lenders (as defined therein)

- 1. We refer to:
 - (a) the Bridge Facility Agreement; and
 - (b) the agent accession deed dated <u>9 August</u> 2024 between the Agent as agent and the Company as company, pursuant to which we acceded to the Bridge Facility Agreement as "Agent" on the Agent Accession Date.
- 2. Unless otherwise defined in this letter, terms defined in the Bridge Facility Agreement shall have the same meanings in this letter.
- 3. This is a Fee Letter and is a Finance Document for the purposes of the Bridge Facility Agreement.
- 4. In accordance with clause 11.4 (*Agency fee*) of the Bridge Facility Agreement, the Company shall pay to the Agent:
 - (a) an annual agency fee (the "Annual Agency Fee") of £20,000 per annum to be be paid annually in advance until such date as no amount is outstanding under the Finance Documents and no Commitment is available for borrowing (the "End Date"); and
 - (b) a standalone setup fee (the "Setup Fee" and together with the Annual Agency Fee, the "Agency Fees") of £5,000.
- 5. The payment of (i) the first instalment of the Annual Agency Fee and (ii) the Setup Fee shall be made within five Business Days of the Agent Accession Date. Each subsequent payment of the Annual Agency Fee is payable on each anniversary of the Agent Accession Date until the earlier of the End Date and the date we cease to be Agent under the Bridge Facility Agreement.
- 6. The Agency Fees once paid are non-refundable and are payable to us as Agent in Sterling for our own account in full without any set-off, deductions or withholding of any kind and in immediately available, freely transferable, cleared funds to the account notified by us for this purpose.
- 7. This letter and all non-contractual obligations arising from or connected with it are governed by English law.

Please confirm your agreement with the above by signing where indicated below.

Yours faithfully



For and on behalf of

HSBC Bank plc

We agree to the above.



Informa Group Holdings Limited

[Informa – Bridge Facility Agreement -Agency Fee Letter – Signature Page]