

UNDERWRITING FEE LETTER

From: **The Financial Institutions** listed in Schedule 1 (*The Lenders*)

To: **Zurich Insurance Company Ltd**

Mythenquai 2, 8002 Zurich, Switzerland

For the attention of: [REDACTED]

UBS AG London Branch

5 Broadgate, London, EC2M 2QS

Attention: [REDACTED]

(the “**Agent**”)

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”) and UBS AG London Branch as 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.
2. The Borrower shall pay to the Agent (for the account of each Lender in proportion to such Lender’s share of the Total Facility A Commitments or Total Facility B Commitments as at the date specified below, as applicable) in the Base Currency of the relevant Facility at the time that the relevant amount accrues, in the amounts and at the times as follows:
 - (A) within five Business Days of the date of the Facilities Agreement, an aggregate amount equal to:
 - (i) in respect of Facility A, an amount equal to 0.05 per cent. of the Total Facility A Commitments as at the date of the Facilities Agreement; and
 - (ii) in respect of Facility B, an amount equal to 0.10 per cent. of the Total Facility B Commitments as at the date of the Facilities Agreement; and
 - (B) within five Business Days of each Utilisation Date, an aggregate amount equal to:
 - (i) in respect of Facility A, an amount equal to 0.05 per cent. of the Total Facility A Commitments utilised on such date; and
 - (ii) in respect of Facility B, an amount equal to 0.10 per cent. of the Total Facility B Commitments utilised on such date,

provided that no amount shall be payable by the Borrower (and no Lender shall be entitled to any payment) pursuant to this paragraph (B) in the event that no Utilisation Date occurs under the Facilities Agreement,

(together, the “**Underwriting Fee**”).

3. The Underwriting Fee shall be paid by the Borrower in clear and freely available funds to:

(A) where the amount is payable in GBP, the following account of the Agent:

Bank (Account With Institution):	████████████████████
BIC:	██
Beneficiary:	████████████████████
Beneficiary BIC:	████████████████
Beneficiary address:	██
IBAN or account number:	██
Correspondent (if applicable):	████
Correspondent BIC (if applicable):	████
Attention:	████████████
Ref.:	████████████████

(B) where the amount is payable in USD, the following account of the Agent:

Bank (Account With Institution):	████████████████████
BIC:	██
Beneficiary:	████████████████████
Beneficiary BIC:	████████████████
Beneficiary address:	██
IBAN or account number:	██
Correspondent (if applicable):	████
Correspondent BIC (if applicable):	████

Attention:

[REDACTED]

Ref.:

[REDACTED]

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

4. Any amount of the Underwriting Fee paid is non-refundable and non-creditable against other fees payable in connection with the Facilities Agreement.
5. This letter is a Fee Letter and a Finance Document.
6. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
7. 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, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

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

Schedule 1 – The Lenders

CITIBANK, N.A., LONDON BRANCH

33 Canada Square, London, E14 5BL, GB

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK DEUTSCHLAND

Brüsseler Straße 1-3, 60327 Frankfurt am Main, Germany

DEUTSCHE BANK AG, LUXEMBOURG BRANCH

2, Boulevard Konrad Adenauer, L-1115 Luxembourg, Luxembourg

GOLDMAN SACHS BANK EUROPE SE

Marienturm, Taunusanlage 9-10, 60329 Frankfurt am Main, Germany

HSBC BANK PLC

Level 2, 8 Canada Square, London E14 5HQ, UK

MORGAN STANLEY BANK, N.A.

One Utah Centre, 201 South Main Street, Salt Lake City, Utah, 84111, United States of America

UBS AG LONDON BRANCH

5 Broadgate, London EC2M 2QS

UBS SWITZERLAND AG

Bahnhofstrasse 45, 8001 Zurich

ZÜRCHER KANTONALBANK

IMV, Postfach, 8010 Zürich

Yours faithfully,

The Lenders

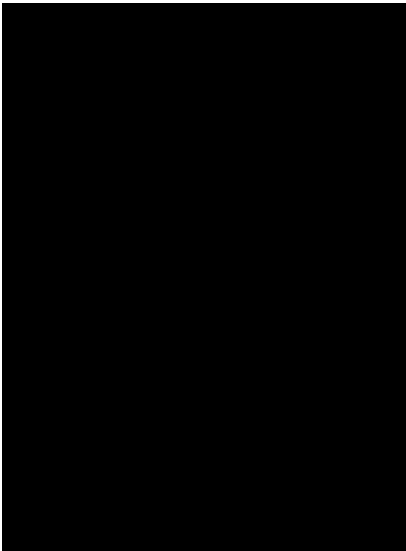
For and on behalf of

CITIBANK, N.A., LONDON BRANCH



For and on behalf of

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK DEUTSCHLAND



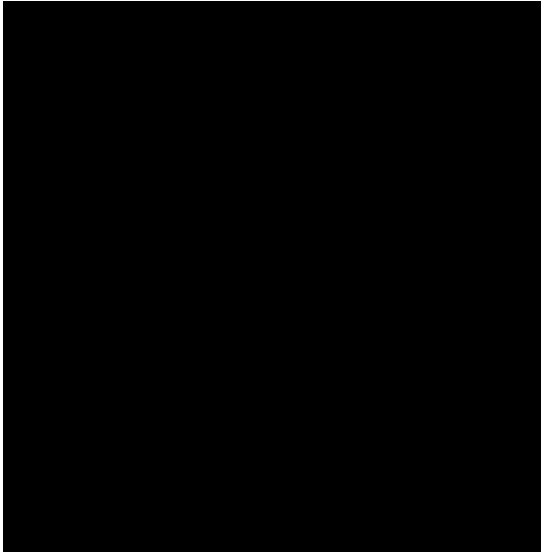
For and on behalf of

DEUTSCHE BANK AG, LUXEMBOURG BRANCH



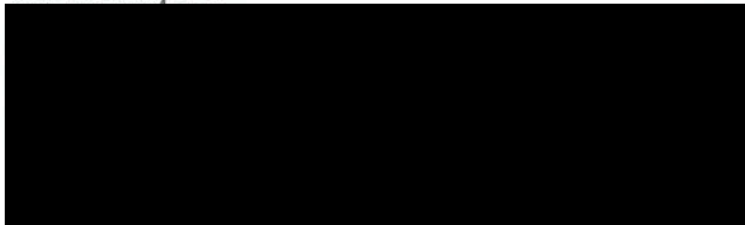
For and on behalf of

GOLDMAN SACHS BANK EUROPE SE



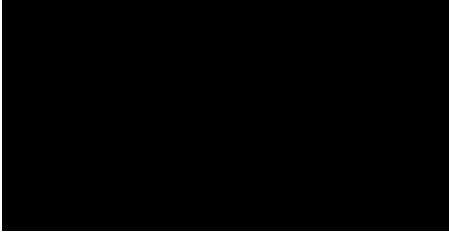
For and on behalf of

HSBC BANK PLC



For and on behalf of

MORGAN STANLEY BANK, N.A.



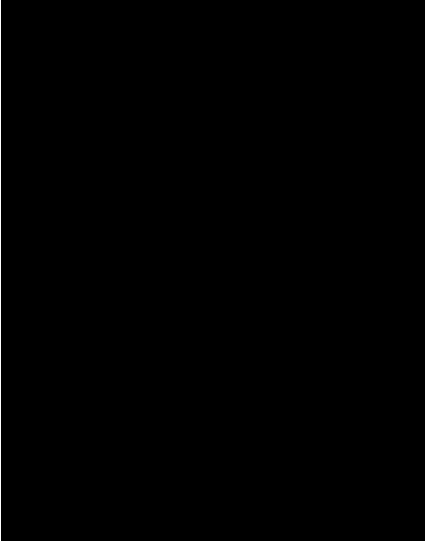
For and on behalf of

UBS AG LONDON BRANCH



For and on behalf of

UBS SWITZERLAND AG



For and on behalf of

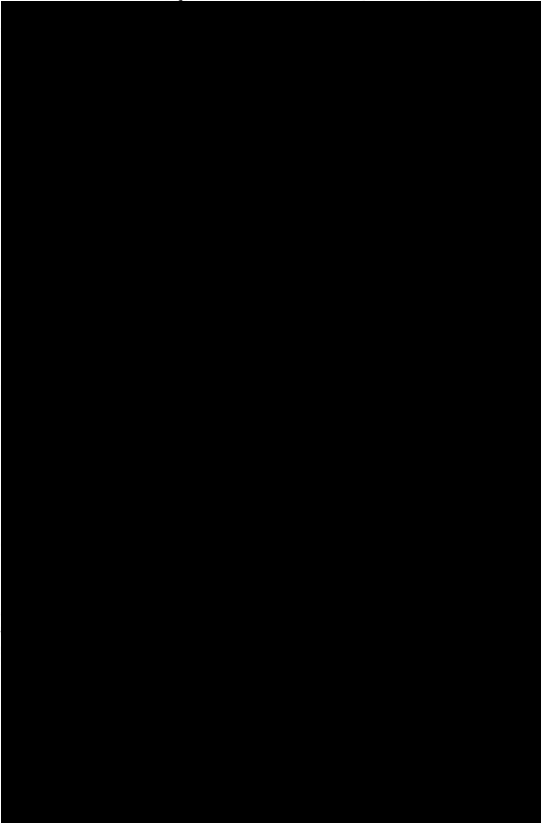
ZÜRCHER KANTONALBANK



Form of Acknowledgement

We agree to the above.

The Borrower



We agree to the above.

The Agent

