

Strictly Private and Confidential

From: Keywords Studios PLC (**us, we, our** or **the Company**)
4th Floor 110 High Holborn, London, England, WC1V 6JS

To: Temasek Capital Management Pte. Ltd (**you or your**)
60B Orchard Road, #06-18 Tower 2, The Atrium@Orchard, Singapore, 238891

8 May 2024

Dear Sirs/Madams

We refer to the non-disclosure agreement entered into between the Company and BPEA Fund VIII Limited (**BPEA**) on or around the date of this letter (**NDA**). Unless otherwise expressly set out in this letter, all defined terms in the NDA shall have the same meaning in this letter.

As a result of BPEA (acting through its Affiliate) expressing an interest in the possible acquisition of the entire issued and to be issued share capital of the Company, either by way of a takeover offer or scheme of arrangement in accordance with the *Companies Act 2006* (**Proposed Transaction**), BPEA and the Company entered into the NDA so that the Company could make certain confidential information relating to it and its group available to BPEA in connection with the Proposed Transaction.

We acknowledge your desire to explore the Proposed Transaction and for certain of your Representatives to attend the management presentation scheduled for 9 May 2024. You acknowledge that, in doing so, you are acting in concert with BPEA in connection with the Proposed Transaction for the purposes of the NDA.

In consideration of us agreeing to supply you with certain confidential information relating to the Target Group in connection with the Proposed Transaction, you hereby agree and undertake that you shall observe, perform and be bound by the obligations and shall comply with the provisions of the NDA in every way as if you were named in the NDA as a party in place of BPEA.

For the purposes of this letter it is agreed that the NDA shall be modified as follows:

The definition of "Affiliate" in paragraph 1.1 of the NDA shall be deleted in its entirety and replaced by the following:

"Affiliate means:

(a) in relation to the Company, each or any other person who is for the time being directly or indirectly controlled by the Company; and

(b) in relation to you, Temasek Holdings (Private) Limited (**THPL**) and THPL's direct or indirect wholly-owned subsidiaries whose boards of directors or equivalent governing bodies comprise employees and/or nominees of (i) THPL, (ii) Temasek Pte Ltd (**TPL**), and/or (iii) wholly owned subsidiaries of TPL, other than Excluded Affiliates.

This letter and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law. The courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letter or its subject matter or formation (including in relation to any non-contractual obligations). Each party irrevocably waives any objection which it may have to any legal action or proceedings brought in the courts of England on the ground that they are an inappropriate or inconvenient forum.

