

ADDITIONAL TERMS

As of July 8, 2025

These Additional Terms, together with the Engagement Letter (the “**Engagement Letter**”) executed by and between SNH and the counterparty thereto (the “**Company**”) into which these Additional Terms are expressly incorporated by reference and made an integral part thereof for all purposes (collectively, the “**Agreement**”), governs the provision of strategic advisory services by SNH to the Company as more particularly described in this Agreement. Capitalized terms used but not otherwise defined in these Additional Terms have the meanings ascribed to such terms in the Engagement Letter.

1. **Excluded Services.** Notwithstanding the foregoing or anything to the contrary, the services provided by SNH hereunder shall not include, and SNH will not perform, act on, or otherwise in any way effectuate or carry out, (a) receiving, holding, possessing, transmitting, maintaining custody of, or otherwise in any way handling any funds or securities to be exchanged by the parties to the Transaction; (b) directly or indirectly providing financing to any party or assisting any party to the Transaction with obtaining financing; (c) performing any strategic advisory services to any party to the Transaction other than the Company; or (d) binding or obtaining any power to bind (whether via agency, power of attorney, or otherwise) the Company or any other party to any documentation or agreements in respect of the Transaction (including, without limitation, any Definitive Agreements).

2. **Company Information & Cooperation.** The Company will provide SNH and its employees, consultants, and representatives with (i) the necessary assistance and information required throughout the Transaction and the term of SNH’s engagement hereunder, (ii) reasonable access to the Company’s officers, directors, employees, counsel, accountants, consultants, and other representatives, (iii) all assistance reasonably necessary to SNH’s performance under this Agreement, and (iv) such information and data relating to the Company and the Transaction as SNH may reasonably request. The Company recognizes and confirms that SNH, in the performance of its services hereunder: (a) may rely upon such information and data received from the Company and its advisors without independent verification by SNH; and (b) does not assume responsibility for the accuracy or completeness of such information received from the Company or its advisors or from potential investors, whether or not SNH makes any independent verification thereof.

3. **Definitive Transaction Documentation.** The definitive terms and conditions governing the Transaction as negotiated between the Company and applicable potential purchaser(s) will be set forth in one or more definitive written agreements effectuating the Transaction (each, a “**Definitive Agreement**”). Notwithstanding the foregoing or anything to the contrary, the Company agrees to the representations, warranties, covenants, and agreements regarding the Transaction set forth in Section 9 of these Additional Terms. The Company represents, warrants, and agrees that any Definitive Agreements in respect of the Transaction shall include, in each case in such form and substance as is reasonably acceptable to SNH, (a) the applicable representations, warranties, and other agreements set forth in Section 9 of these Additional Terms, as modified *mutatis mutandis* to apply to the appropriate parties thereto; (b) provisions in which the purchaser or other parties thereto disclaim and disavow any reliance upon SNH in connection therewith; and (c) provisions which reflect that the purchaser or other parties thereto relied solely upon their own independent investigation and counsel before deciding to enter into the contemplated Transaction. Furthermore, in order to ensure compliance with the terms of this Agreement (including the provisions set forth in Section 9 of these Additional Terms), the Company shall (i) throughout the course of the Transaction, provide drafts of all Definitive Agreements to SNH upon SNH’s request; (ii) no later than 2 business days prior to the anticipated closing of the Transaction, provide the substantially final Definitive Agreements for SNH’s review and approval; (iii) not proceed with the closing of the Transaction until having obtained such approval from SNH, which approval shall not be unreasonably withheld or delayed (*provided* that, for the avoidance of doubt, such approval shall be deemed to have been reasonably withheld or delayed if it is alleged in good faith by SNH that the Definitive Agreements do not contain the provisions required to have been included therein by this Agreement).

4. **Indemnification.** In consideration of SNH’s signing the Agreement and agreeing to perform the services hereunder, the Company agrees as follows:

(a) The Company shall indemnify, defend, and hold harmless SNH, its affiliates, and each of its and their respective directors, officers, agents, and employees (each, an “**Indemnified Party**”), from and against any losses, claims, damages, or liabilities, joint or several, to which such Indemnified Party may become subject, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon or relate to this Agreement, any actions taken or omitted to be taken by an Indemnified Party (including acts or omissions constituting ordinary negligence) in connection with the Agreement, or any Transaction (or proposed Transaction) contemplated thereby.

(b) Promptly after receipt by an Indemnified Party under Section 4(a) above of notice of the commencement of any action, such Indemnified Party shall, if a claim in respect thereof is to be made against the indemnifying party under such section, notify the indemnifying party in writing of the commencement thereof, but the omission to notify the indemnifying party shall not relieve it from any liability which it may have to any Indemnified

Party otherwise than under such section unless the indemnifying party has been materially prejudiced by the failure to provide such notice. In case any such action shall be brought against any Indemnified Party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Party (who shall not, except with the consent of the Indemnified Party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such Indemnified Party under such section for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such Indemnified Party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the Indemnified Party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such action or claim) unless such settlement, compromise, or judgment (i) includes an unconditional release of the Indemnified Party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability, or a failure to act, by or on behalf of any Indemnified Party.

(c) This Section 4 of these Additional Terms shall be binding upon any successors or assigns of the Company and shall survive any expiration or termination of this Agreement.

5. **Disclosure & Use Obligations.** In connection with the Transaction, SNH shall be permitted to access or use any information concerning the Company that is or may come into the possession of SNH. SNH agrees to use all nonpublic information provided to it by or on behalf of the Company hereunder solely for the purpose of providing the services that are the subject of this Agreement and to treat all such information confidentially; *provided, however*, that nothing herein shall prevent SNH from disclosing any such information (a) to purchasers or prospective purchasers in connection with the Transaction who have entered into a confidentiality agreement with respect to a potential Transaction, (b) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, (c) upon the request or demand of any governmental authority or regulatory body having jurisdiction over SNH, (d) to the extent that such information was or becomes publicly available other than by reason of disclosure by SNH in violation of this Agreement or was or becomes available to SNH from a source that is not known by SNH to be subject to a confidentiality obligation to the Company, (e) to SNH's employees, legal counsel, independent auditors, and other experts or agents who need to know such information in connection with the Transaction or any other services provided by SNH to the Company, or (f) in connection with any suit, action, or proceeding for the purpose of defending itself, reducing its liability, or protecting or exercising any of its rights, remedies, or interests. Subject to and without limiting the Term & Termination provisions set forth in the Engagement Letter, the provisions of this Section 5 of these Additional Terms shall automatically terminate 1 year following the earlier of the completion of the Transaction or the termination of this Agreement.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without regard to principles of conflicts of law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. **Jurisdiction & Venue: Waiver of Jury Trial.** In connection with any legal suit or proceeding arising with respect to this Agreement, each of SNH and the Company shall submit to the exclusive jurisdiction of the federal courts located in Travis County Texas, or if the requirements for federal jurisdiction are not met, any state court located in the City of Austin, Texas, and agrees to venue in such courts. EACH OF SNH AND THE COMPANY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) RELATED TO OR ARISING OUT OF THE ENGAGEMENT OF SNH PURSUANT TO, OR THE PERFORMANCE BY SNH OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT.

8. **No Third-Party Beneficiaries.** The services provided by SNH hereunder are solely for the benefit of the Company and are not intended to confer any rights upon any persons or entities not a party hereto (including, without limitation, equity holders, employees, or creditors of the Company) as against SNH or its directors, officers, agents, and employees.

9. **Transaction-Specific Requirements.** The Company understands and acknowledges that in order for SNH to comply with the Exchange Act and other legal or regulatory requirements applicable to SNH's business and the services provided hereunder, it is critical that any Definitive Agreements executed in respect of a Transaction contains certain required provisions, and that the Transaction (and the conduct of the parties thereto in the evaluation, negotiation, and/or consummation thereof) adheres to certain performance standards. As valuable consideration for SNH's agreement to enter into the Agreement and perform the services contemplated hereby, the Company represents, warrants, covenants, and agrees that:

(a) Any agreements documenting the Transaction (including without limitation any Definitive Agreements) shall include provisions reasonably acceptable to SNH in which the purchaser or other parties thereto

disclaim and disavow any reliance upon SNH in connection therewith. Any such agreements also shall contain provisions, in a form reasonably acceptable to SNH, which reflect that the purchaser or other parties thereto relied solely upon their own independent investigation and counsel before deciding to enter into the contemplated Transaction.

(b) In the event that any part of the Transaction involves the transfer or change of ownership of any equity interests or securities of any kind (“**Securities**”):

(i) The Company will promptly notify SNH thereof;

(ii) SNH is not a registered investment advisor, and cannot and will not provide advice, reports, analyses, modeling, projections, or any other services or assistance of any kind that could reasonably be deemed to constitute “advice” regarding or relating to such Securities within the meaning of the Investment Advisers Act of 1940, as amended;

(iii) Prior to signing any Definitive Agreement, the recipient of such Securities will have received (A) the most recent fiscal year-end financial statements of the issuing entity (and if such financial statements are audited, any related statements by independent accountants), (B) a balance sheet of the issuing entity dated not more than 120 days before the date of the Definitive Agreement, (C) information pertaining to the management, business, and results of operations of the issuing entity for the period covered by the foregoing financial statements, and (D) material loss contingencies of the issuing entity;

(iv) All sales or transfers of Securities shall be made only to Accredited Investors (as such term is defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”)), and that it will take reasonable steps to verify that such purchasers are Accredited Investors, which reasonable steps may include but are not limited to the methods identified in Rule 506(c); and

(v) Any such Securities that will be transferred to the prospective purchaser will be restricted securities within the meaning of the Securities Act, Rule 144(a)(3) (17 CFR Sec 230.144(a)(3), as amended).

(c) Each of the Transaction, the consummation thereof, and the entry into any Definitive Agreements with respect thereto, shall:

(i) Not involve a public offering or registration of Securities;

(ii) Not involve a shell company (other than one formed specifically for purposes of effectuating the Transaction);

(iii) Result in a change of control of the Company (*i.e.*, at least 51% of the Company’s Securities, including with respect to both liquidation and voting rights) or the sale of substantially all of the Company’s assets;

(iv) Result in a purchaser that, following closing, is active in the management of the Company or its business, including at a minimum (A) having the power to elect executive officers and approve the annual budget, and (B) serving as an executive or executive manager; and

(v) Not involve more than one purchaser, unless the group of purchasers was formed without SNH’s assistance (*e.g.*, on such purchasers’ own accord such that it would have been formed without the services performed by SNH with respect to the Transaction).