

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 20-F

(Mark One)

- ☐ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934
- ☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
- ☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
- ☐ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2023

Commission File Number: 001-41943

Amer Sports, Inc.

(Exact name of registrant as specified in its charter)

N/A

(Translation of Registrant's name into English)

Cayman Islands

(Jurisdiction of incorporation or organization)

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Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Ordinary shares, par value EUR 0.0300580119630888 per share	AS	New York Stock Exchange

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None

(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None

(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

Title of each class	Number of shares outstanding
Ordinary shares, par value EUR 0.0300580119630888 per share	505,249,607

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

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If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. ☐ Yes ☐ No

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.* ☐ Yes ☒ No

**The registrant became subject to such requirements on January 31, 2024.*

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definition of “large accelerated filer,” “accelerated filer,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☐ Accelerated Filer ☐ Non-Accelerated Filer ☒ Emerging growth company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act. ☐

† The term “new or revised financial accounting standard” refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐ International Financial Reporting Standards as issued by the International Accounting Standards Board ☒

Other ☐

If “Other” has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. ☐ Item 17 ☐ Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

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PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Certain Definitions

Unless otherwise indicated or the context otherwise requires, all references in this annual report to “Amer Sports, Inc.,” the “Company,” “we,” “our,” “ours,” “us” or similar terms refer to Amer Sports, Inc., together with its subsidiaries. All references to “U.S. dollars,” “dollars” or “\$” are to the U.S. dollar and all references to “EUR” or “€” are to the euro. Unless otherwise indicated or the context otherwise requires, all references to “EMEA” refer to Europe, the Middle East and Africa, all references to “Greater China” refer to mainland China, Hong Kong, Macau and Taiwan and all references to “Asia Pacific” exclude Greater China.

Financial Statements

Unless otherwise indicated, all financial information contained in this annual report is prepared and presented in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”).

Our fiscal year ends on December 31 of each year.

Rounding

We have made rounding adjustments to some of the figures included in this annual report. Accordingly, numerical figures shown as totals in some tables may not be an arithmetic aggregation of the figures that preceded them. With respect to financial information set out in this annual report, a dash (“-”) signifies that the relevant figure is not available or not applicable, while a zero (“0.0”) signifies that the relevant figure is available but is or has been rounded to zero.

Trademarks and Trade Names

We own various trademark registrations and applications, and unregistered trademarks, including Arc'teryx, Salomon, Wilson, Peak Performance, Atomic, Armada, ENVE, Louisville Slugger, DeMarini, EvoShield and ATEC, among others, and our other registered and common law trade names, trademarks and service marks, including our corporate logo. Solely for convenience, some of the trademarks, service marks and trade names referred to in this annual report are listed without the ® and ™ symbols, but we will assert, to the fullest extent under applicable law, rights to such trademarks, service marks and trade names.

Market and Industry Data

Market data and certain industry forecast data used in this annual report were obtained from internal reports, where appropriate, as well as third-party sources, including independent industry publications, as well as other publicly available information. Data regarding the industries in which we compete and our market position and market share within these industries are inherently imprecise and are subject to significant business, economic and competitive uncertainties beyond our control, but we believe they generally indicate size, position and market share. In addition, assumptions and estimates of our and our industries’ future performance are necessarily subject to a high degree of uncertainty and risk due to a variety of factors. These and other factors could cause our future performance to differ materially from our assumptions and estimates. As a result, you should be aware that market, ranking and other similar industry data included in this annual report, and estimates and beliefs based on that data, may not be reliable. See “Cautionary Statement Regarding Forward-Looking Statements.”

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This annual report contains statements that constitute forward-looking statements. Many of the forward-looking statements contained in this annual report can be identified by the use of forward-looking words such as “anticipate,” “believe,” “could,” “expect,” “should,” “plan,” “intend,” “estimate” and “potential,” among others.

Forward-looking statements appear in a number of places in this annual report and include, but are not limited to, statements regarding our intent, belief or current expectations. Forward-looking statements are based on our management’s beliefs and assumptions and on information currently available to our management. Such statements are subject to risks and uncertainties, and actual results may differ materially from those expressed or implied in the forward-looking statements due to various factors, including, but not limited to, those identified under the section titled “Item 3. Key Information—D. Risk Factors” in this annual report. These risks and uncertainties include factors relating to:

- the strength of our brands;
- changes in market trends and consumer preferences;
- intense competition that our products, services and experiences face;
- harm to our reputation that could adversely impact our ability to attract and retain consumers and wholesale partners, employees, brand ambassadors, partners, and other stakeholders;
- reliance on technical innovation and high-quality products;
- general economic and business conditions worldwide, including due to inflationary pressures;
- the strength of our relationships with and the financial condition of our third-party suppliers, manufacturers, wholesale partners and consumers;
- ability to expand our DTC channel, including our expansion and success of our owned retail stores and e-commerce platform;
- our plans to innovate, expand our product offerings and successfully implement our growth strategies that may not be successful, and implementation of these plans that may direct divert our operational, managerial and administrative resources;
- our international operations, including any related to political uncertainty and geopolitical tensions;
- our and our wholesale partners’ ability to accurately forecast demand for our products and our ability to manage manufacturing decisions;
- our third party suppliers, manufacturers and other partners, including their financial stability and our ability to find suitable partners to implement our growth strategy
- the cost of raw materials and our reliance on third-party manufacturers;
- our distribution system and ability to deliver our brands’ products to our wholesale partners and consumers;
- climate change and sustainability or ESG-related matters, or legal, regulatory or market responses thereto;
- changes to trade policies, tariffs, import/export regulations and anti-competition regulations in the United States, EU, PRC and other jurisdictions, or our failure to comply with such regulations;

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- ability to obtain approvals from PRC authorities to list or remain listed on the U.S. exchanges and offer securities in the future;
- ability to obtain, maintain, protect and enforce our intellectual property rights in our brands, designs, technologies and proprietary information and processes;
- ability to defend against claims of intellectual property infringement, misappropriation, dilution or other violations made by third parties against us;
- security breaches or other disruptions to our IT systems;
- our reliance on a large number of complex IT systems;
- changes in government regulation and tax matters;
- our ability to remediate our material weakness in our internal control over financial reporting;
- our relationship with ANTA Sports;
- our expectations regarding the time during which we will be a foreign private issuer; and
- other risk factors discussed under “Item 3. Key Information—D. Risk Factors.”

Forward-looking statements speak only as of the date they are made, and we do not undertake any obligation to update them in light of new information or future developments or to release publicly any revisions to these statements in order to reflect later events or circumstances or to reflect the occurrence of an unanticipated event.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. [Reserved]

B. Capitalization and Indebtedness

Not applicable.

C. Reason for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

In addition to the other information contained in this annual report, the following risk factors, as well as additional factors not presently known to us or that we currently deem to be immaterial, should be considered in evaluating our business. Our business, financial condition, or results of operations could be materially adversely affected as a result of any of these risks.

Risks Related to Our Business and Industry

Our business depends on the strength of our brands, and if we are not able to maintain and enhance our brands, our reputation and results of operations may be adversely affected.

Our iconic sports and outdoor brands, including Arc'teryx, Salomon, Wilson, Atomic and Peak Performance, are integral to our business and to the implementation of our strategies for expanding our business. We believe that the brand images we have cultivated have significantly contributed to the success of our business and are critical to maintaining and expanding our consumer base. Maintaining and enhancing our premium brands may require us to make substantial investments in areas such as product design, intellectual property, operations, marketing, supply chain (including raw materials, manufacturing and distribution), sustainability, environmental, social and governance ("ESG"), community relations, employee training and our direct-to-consumer ("DTC") and wholesale distribution channels, including investments in additional distribution partnerships, the opening of new owned retail stores and new owned e-commerce websites, the inclusion of products on third-party e-commerce platforms, and other e-commerce projects, and these investments may not be successful.

We anticipate that, as our business continues to expand into new markets and new product categories, maintaining and enhancing our brands may become difficult and require expending significant resources. If these or similar efforts in the future are not successful, our brands may be adversely impacted. Even if such efforts are commercially successful, they may dilute our image in our brands' respective core markets, including apparel, footwear, sports equipment, protective gear and accessories. In addition, our brands may be adversely affected if our public image or reputation is tarnished by negative publicity. Our brands currently have significant autonomy within the structure of the Amer group with respect to the implementation of their strategic goals. Decision makers at our respective brands could take actions that harm our overall reputation or lead to the loss of goodwill by wholesale partners and consumers. Likewise, the reputation of our brands could be damaged by adverse publicity regarding Amer Sports and if decision-makers of Amer Sports take actions that would be viewed negatively by our wholesale partners, consumers or the general public. Furthermore, our exposure to social media platforms may accelerate and aggravate such negative publicity. In addition, ineffective marketing, product diversion to unauthorized distribution channels, product defects, counterfeit products and failure or legal limitations to obtain, maintain, protect and enforce the intellectual property rights in our brands may threaten the strength of our brands, and those and other factors could diminish consumer confidence in us. Maintaining and enhancing our brands will depend largely on our ability to remain a leader in premium performance in the sports and outdoor industry and to continue to offer a range of high-quality products to our consumers, which we may not execute successfully. Any of these factors could harm our business, reputation, prospects, financial condition or operating results.

Changes in market trends and consumer preferences could adversely affect our financial results.

We are a consumer products company and the relative popularity of various sports and outdoor activities and changing design trends affect the demand for our products. Consumer preferences and, as a result, the popularity of particular designs and categories of apparel, footwear and accessories, generally change over time. Similarly, consumer preferences may also change as it relates to sporting equipment and protective gear, as interest in certain sports and outdoor activities may wane over time. Our success depends in part on our ability to promptly anticipate, understand and respond to changing apparel, footwear, sports equipment, protective gear and accessories trends, popularity in sports or outdoor activities and consumer preferences in a timely manner. Our efforts to maintain and improve our competitive position by monitoring and timely and appropriately responding to changes in consumer preferences, increasing brand awareness and enhancing the style, comfort, performance and/or perceived value of our products may not be successful. If we are unable to maintain or enhance the images of our brands or if we are unable to timely and appropriately respond to new competition, changing consumer preferences and evolving trends and interests (including due to product lead times which make it difficult to rapidly shift sourcing and manufacturing to align with such changes), consumers may consider our brands' images to be outdated and associate our brands with styles and activities that are no longer popular, which would decrease demand for our products. In addition, we market our products globally through a diverse spectrum of advertising and promotional programs and campaigns, including social media, mobile applications and online advertising. If we do not successfully market our products or if advertising and promotional costs increase, these factors could have an adverse effect on our business. Such failures could result in loss of market share, reduced sales, excess inventory, trade name impairments, lower gross margin and other adverse impacts on our results of operations.

Our products, services and experiences face intense competition.

The sports and outdoor industry is highly competitive and fragmented both in the United States and worldwide. We compete internationally with a significant number of athletic and leisure apparel and footwear companies and sports equipment companies, including both private labels and large companies that have diversified lines of athletic and leisure apparel, footwear, sports equipment, protective gear and accessories, some of which have more resources or broader products lines. We also compete with other companies for the production capacity of third-party manufacturers that produce certain of our products. In addition, we and our third-party manufacturers compete with other companies and industries for raw materials used in our products. Our DTC brand platforms, both through our e-commerce operations and owned retail stores, also compete with multi-brand retailers, which sell our products through their digital platforms and physical stores. Furthermore, we believe that our wholesale partners face intense competition from other department stores, sporting goods stores, retail specialty stores, and online retailers, among others, which could negatively impact the financial stability of their businesses and their ability to conduct business with us.

Brand image and recognition, product offerings and quality, marketing expenditures (including expenditures for advertising and endorsements), innovation and design, sustainability, distribution, pricing, costs of production, customer service, e-commerce platforms, digital services and experiences and social media presence are areas of intense competition. These, in addition to ongoing rapid changes in technology, a reduction in barriers to the creation of new apparel and footwear companies and consumer preferences in the markets for apparel, footwear, sports equipment, protective gear and accessories constitute significant risk factors in our operations. In addition, the competitive nature of retail, including shifts in the ways in which consumers shop, and the continued proliferation of e-commerce, constitutes a risk factor impacting our DTC and wholesale operations. Some of our competitors have significant competitive advantages, including longer operating histories, larger and broader consumer bases, more established relationships with a broader set of suppliers, greater brand recognition, and greater financial, research and development, store development, marketing, distribution, and other resources than we do. If we do not adequately and timely anticipate and respond to our competition, our costs may increase, demand for our products may decline, possibly significantly, or we may need to reduce wholesale or suggested retail prices for our products.

Failure to continue to obtain or retain high-quality brand partners and ambassadors of our products could harm our business.

We establish relationships with professional and collegiate sports organizations, athletes, influencers and other brand ambassadors to develop, evaluate and promote our products, as well as establish product authenticity with consumers. However, as competition in the sports and outdoor industry has increased, the costs associated with establishing and retaining such sponsorships, partnerships and other relationships also have increased. If we are unable to maintain our current associations with such organizations or our brand ambassadors or to do so at a reasonable cost, we could lose the high visibility or on-field authenticity associated with our products, and we may be required to modify and substantially increase our marketing investments. Additionally, certain of our agreements with such organizations are subject to renewal in the near term, and there is no assurance we will renew such agreements on the same terms or at all. As a result, our brands, revenue, expenses and profitability could be harmed.

Furthermore, if certain brand ambassadors were to stop using our products contrary to their endorsement agreements, our business could be adversely affected. In addition, actions taken or statements made by athletes, teams or leagues, or other brand ambassadors, associated with our products or brand that harm the reputations of those brand ambassadors, could also seriously harm our brand image with consumers and, as a result, could have an adverse effect on our sales and financial condition. In addition, poor or non-performance by our brand ambassadors, a failure to continue to correctly identify promising athletes, public figures or sports organizations to use and endorse our products and brand, or a failure to enter into cost-effective endorsement arrangements with prominent athletes, public figures and sports organizations could adversely affect our brand, sales and profitability.

Harm to our reputation could adversely impact our ability to attract and retain consumers and wholesale partners, employees, brand ambassadors, partners, and other stakeholders.

Negative publicity or perceptions involving us and our brands, products, vendors, brand ambassadors, principal shareholders or marketing and other partners, or failure to detect, prevent, mitigate or address issues giving rise to reputational risk could adversely impact our reputation, business, results of operations and financial condition, and may adversely impact our ability to attract and retain employees, brand ambassadors, consumers and wholesale partners, sponsorships, partnerships, relationships with professional and collegiate sports leagues and other stakeholders. Issues that might pose a reputational risk include:

- product liability, product recalls, and product boycotts including due to failure to obtain any applicable professional organization or safety or performance certifications;
- product sponsorship and brand ambassador relationships, including those with athletes and celebrity brand ambassadors, professional and collegiate sports leagues, influencers or group affiliations;
- public stances on controversial social or political issues;
- our handling of issues relating to sustainability and ESG matters, including the transparency of setting or our progress toward sustainability and ESG expectations, goals and initiatives;
- perceptions of our or our affiliates' supply chain and sourcing practices, including due to geopolitical tensions;

- perceptions of our principal shareholders;
- our social media activity;
- failure of our cybersecurity measures to protect against data breaches;
- failure to comply with applicable laws, sanctions, trade or other regulations;
- issues with management or other key personnel, as well as labor issues; and
- any of the other risks enumerated in these risk factors.

Furthermore, the prevalence of social media and a constant, on-demand news cycle may accelerate and in the short-term increase the potential scope of any negative publicity we or others might receive and could increase the negative impact of these issues on our reputation, business, results of operations, and financial condition.

We rely on technical innovation and high-quality products to compete in the market for our products.

Technical innovation and quality management in the design and manufacturing processes of apparel, footwear, sports equipment, protective gear and accessories are essential to the commercial success of our products and development of new products. We must continue to invest in research and development in connection with the innovation and design of our products in order to attract and retain consumers. If we are unable to anticipate consumer preferences or industry changes, or if we are unable to introduce new products or modify our existing products on a timely basis, we may lose wholesale partners and consumers or become subject to greater pricing pressures. Our operating results would also suffer if our innovations and designs do not respond to the needs and demands of our wholesale partners and consumers, are not appropriately timed with market opportunities or are not effectively brought to market. Any failure on our part to innovate and design new products or modify existing products may harm our brand image and consumer demand for our products could decline and could result in a decrease in our revenue and an increase in our inventory levels.

In addition, we believe our wholesale partners and consumers view many of our products as premium quality. If we experience problems with the quality of our products, we may incur substantial expense to remedy the problems along with a loss of consumer confidence and loyalty, and consumers may also be unwilling to pay premium prices for such products. Additionally, if the quality of certain of our brands and/or certain of our brands' products does not meet expectations, that could negatively impact consumer views about our other brands and/or such brands' products as well. Any of these factors could negatively impact our business, results of operations and financial condition.

Economic uncertainty in our key markets may affect consumer purchases of discretionary items, which may adversely affect demand for our products.

Our products may be considered discretionary items for consumers. Factors affecting the level of consumer spending for such discretionary items include general economic conditions and other factors such as consumer confidence in future economic conditions, fears of recession and trade wars, political turmoil, the availability and cost of consumer credit, higher consumer debt levels, levels of unemployment, inflationary pressures, lower corporate earnings and fluctuating interest, foreign currency exchange rates and tax rates.

The uncertain state of the global economy continues to impact businesses around the world, most acutely in emerging markets and developing economies. As global economic conditions continue to be volatile or economic uncertainty remains, including in light of the conflict in Ukraine, and with increasing inflation, trends in consumer discretionary spending also remain unpredictable and subject to reductions as a result of significant increases in employment, financial market instability, and uncertainties about the future. Unfavorable economic conditions may lead consumers to delay or reduce purchases of our products. Consumer demand for our products may decline as a result of store closures, an economic downturn, or economic uncertainty in our key markets, particularly in North America, Europe, and Asia, which in turn may result in reduced orders from wholesale partners and consumers for our products, order cancellations, lower revenue, higher discounts, increased inventories and lower gross margins. Our sensitivity to economic cycles and any related fluctuation in consumer demand may have a material adverse effect on our business, results of operations, and financial condition.

Inflationary pressures have and may continue to hamper our business.

Inflationary pressures, shortages in the labor market, and increased competition within and outside the sports and outdoor industry for talented employees may increase our labor costs, which could negatively impact our profitability. Labor shortages may also negatively impact us from servicing any demand that exists for our products or operating our manufacturing facilities efficiently. Further, inflationary pressures could increase other key costs, such as the cost of raw materials, operational expenses and costs of labor, which would make it harder to operate our business and maintain current profit margins.

Our financial success may be impacted by the strength of our relationships with our wholesale partners.

Our financial success is partially dependent on our wholesale partners continuing to carry our products and the success of these partners. A substantial amount of our sales are made through our wholesale partners, either directly or indirectly, who may decide to emphasize products from our competitors, to redeploy their retail floor space to other product categories, or to take other actions that reduce or discontinue their purchases of our products. Although we believe that our business relationships with our wholesale partners are positive, we cannot assure you that these business relationships will continue to generate satisfactory sales in the future. If any of our major wholesale partners fails to remain committed to our products or brand, then these partners may reduce or discontinue purchases from us, which could adversely impact our business.

If we face supply chain difficulties or other delays in our manufacturing and distribution channels and if we cannot fill our wholesale partners' orders in a timely manner, the sales of our products and our relationships with those partners may suffer, and this could have a material adverse effect on our ability to grow our product lines and our results of operations. Many of our wholesale partners also compete with each other, and if they perceive that we are offering their competitors better pricing and support, they may reduce or discontinue purchases of our products. In addition, we compete directly with our wholesale partners by selling our products to consumers through our DTC channel. If our wholesale partners believe that our DTC channel diverts sales from their stores, this may weaken our relationships with our partners and cause them to reduce or discontinue purchases of our products. In addition, if we fail to accurately identify the needs of our partners, our partners fail to accept new products or product line expansions or attribute premium value to our new or existing products or product line expansions relative to competing products or if we fail to obtain shelf space from our wholesale partners (whether by our competitors introducing new products or otherwise), our sales, business, results of operations and financial condition may be adversely impacted.

We may be adversely affected by the financial health of our wholesale partners and consumers.

We generally do not have long-term contracts with our wholesale partners, and sales to our wholesale partners are generally on a per-purchase basis. To assist in the scheduling of production and the shipping of our products, we offer the majority of our wholesale partners the opportunity to place orders several months ahead of delivery under our pre-order program. Sales to our wholesale partners are generally on an order-by-order basis and these advance orders may be canceled under certain conditions, and the risk of cancellation may increase when dealing with financially unstable retailers or retailers struggling with economic uncertainty. We also extend credit to our wholesale partners based on an assessment of such retailer's financial condition, generally without requiring collateral. While we do not have significant concentration among our wholesale partners as of December 31, 2023, our largest single customer accounted for 4.0% of total accounts receivable and our 20 largest wholesale partners accounted for 31.7% of total accounts receivable. Some of our retailers have in the past, and may in the future, experience financial difficulties, including bankruptcies, which have had and could have an adverse effect on our sales, our ability to collect on receivables and our financial condition.

In addition, we and our wholesale partners could face risks from a decline in the overall level of consumer retail spending, and a weak retail environment could impact consumer traffic in the stores of our wholesale partners and also adversely affect our revenue. Moreover, traditional brick-and-mortar retail channels have experienced low growth or declines in recent years and recent trends have increased permanent and temporary store closures. Recent years have also seen shifts in consumer preferences and purchasing practices, which may increase the difficulty for us to retain and grow our consumer base through our wholesale partners. If and when the retail economy weakens or as consumer behavior shifts, retailers may be more cautious with orders. A slowing or changing economy in our key markets could adversely affect the financial health of our wholesale partners, which in turn could have an adverse effect on our results of operations and financial condition. In addition, product sales are dependent in part on high-quality merchandising and an appealing retail environment to attract consumers, which requires continuing investments by retailers. Retailers that experience financial difficulties may fail to make such investments or delay them, resulting in lower sales and orders for our products. These and other risks could adversely affect our business, results of operations and financial condition.

Our growth strategy involves the continued expansion of our DTC channel, including our owned retail stores and e-commerce platform, which may present risks and challenges.

Our business involves distributing products on a wholesale basis for resale through our wholesale partners and also includes a multi-channel experience, including owned retail stores, which we operate in 24 countries, and e-commerce websites that are owned and operated by us. Growing our e-commerce platforms and the number of physical stores we operate is essential to our growth strategy, as is innovating and expanding our product offerings available through these channels. Sales in our DTC channel continue to grow, which may expose us to other risks, including those relating to continuing to grow brand awareness. This strategy has, and will continue to require significant investment in cross-functional operations and management focus, along with investment in supporting technologies and retail store spaces. If we are unable to provide a convenient and consistent experience for our consumers, our ability to compete and our results of operations could be adversely affected. In addition, if our e-commerce platform design does not appeal to our consumers, function reliably and conveniently, or maintain the privacy and security of consumer data, or if we are unable to consistently meet our brand promise to our consumers, we may experience a loss of consumer confidence or sales, including as a result of losing repeat consumers, or be exposed to fraudulent purchases, cyberattacks or other issues which could adversely affect our reputation and results of operations. Our growth in the DTC channel may also negatively impact our relationships with existing wholesale partners.

As of December 31, 2023, we operate our e-commerce digital platforms in approximately 20 countries, where we generally also operate in through our wholesale channel, and we are planning to expand our e-commerce platform to other geographies. Existing and additional countries may impose different and evolving laws governing the operation and marketing of e-commerce websites, as well as the collection, storage and use of information on consumers interacting with those websites. We may incur additional costs and operational challenges in complying with these laws, and differences in these laws may cause us to operate our businesses differently in different territories. If so, we may incur additional costs and may not realize benefits from our investment in our international expansion. We are also exposed to the risk of fraudulent domains or websites pretending to sell our products, when they are in reality phishing websites or imitator domains, and we might be unable to stop those websites from operating in due time, or permanently due to regulatory or factual constraints.

Our revenues depend in part on the success of our retail stores, including related to volume of traffic to its stores and the availability of suitable lease space.

A portion of our revenues are DTC sales through stores operated by our brands. In order to generate consumer traffic, we locate many of our stores in prominent locations generally within successful retail shopping centers or in fashionable shopping districts. Our stores benefit from the ability of the retail center and other attractions in an area to generate consumer traffic in the vicinity of our stores. Part of our future growth is significantly dependent on our ability to operate stores in desirable locations with capital investment and lease costs providing the opportunity to earn a reasonable return. We cannot control the development of new shopping centers or districts; the availability or cost of appropriate locations within existing or new shopping centers or districts; competition with other retailers for prominent locations; or the success of individual shopping centers or districts. As we seek to expand the number of our brands' retail stores, we may spend significant time and resources exploring locations that are not suitable or that we are unable to secure, whether due to financing, political constraints, or other factors. We may be unable to successfully open new store locations in existing or new geographies in a timely manner, if at all, which could harm our results of operations. Existing store locations may also become unsuitable due to, and our sales volume, consumer traffic and profitability generally may be harmed by, among other things: economic downturns in a particular area, competition from nearby retailers, changing consumer demographics in a particular market, changing lifestyle choices of consumers in a particular market, and the closing or decline in popularity of other businesses located near our stores. Changes in areas around our store locations that result in reductions in consumer foot traffic or otherwise render the locations unsuitable could cause our sales, business and results of operations to be less than expected. Further, if we are unable to renew or replace our existing store leases or enter into leases for new stores on favorable terms, or if we violate the terms of our current leases, our growth and profitability could be harmed.

Additionally, as we grow our retail store footprint, there is a risk that we will increase sales in retail stores at the expense of our wholesale business and/or our e-commerce DTC sales. All of these factors may impact our ability to meet our growth targets and could have a material adverse effect on our financial condition or results of operations.

We face risks associated with the acquisition and divestiture of businesses.

We have expanded our products and markets in part through strategic acquisitions and may continue to do so in the future, depending on our ability to identify and successfully pursue suitable acquisition candidates. Acquisitions involve numerous risks, including risks inherent in entering new markets in which we may not have prior experience; potential loss of significant customers or key personnel of the acquired business; not obtaining the expected benefits of the acquisition on a timely basis or at all; managing operations in new geographies; and potential diversion of management's attention from other aspects of our business operations. Acquisitions may also cause us to incur debt or result in dilutive issuances of our equity securities, write-offs of goodwill and substantial amortization expenses associated with other intangible assets. We may not be able to obtain financing for future acquisitions on favorable terms, making any such acquisitions more expensive. Any such financing may have terms that restrict our operations. We may not be able to successfully integrate the operations of any acquired businesses into our operations and achieve the expected benefits of any acquisitions, and certain acquisitions or divestitures may not have the desired effect of enhancing the status of our portfolio of brands. Our acquisitions and our divestitures have in the past resulted in, and could in the future result in, exposure to contingent or unexpected liabilities, such as litigation, indemnification claims, regulatory claims and earn-out obligations.

We may not consummate a potential acquisition for a variety of reasons, but still incur material costs in connection with an acquisition that we cannot recover. The failure to successfully integrate newly acquired businesses or achieve the expected benefits of strategic acquisitions in the future, or consummate a potential acquisition after incurring material costs, could have an adverse effect on our business, results of operations and financial position.

In addition, we have divested, and may divest in the future, businesses, brands and assets as part of ongoing efforts to refine our portfolio and redefine our strategic priorities. These divestitures may adversely affect our business, results of operations or financial condition if we are unable to offset the dilutive impacts from the loss of revenue associated with the divested businesses, brands or assets or otherwise achieve the anticipated benefits or cost savings from the divestitures. Furthermore, businesses, brands or assets under consideration for, or otherwise subject to, divestiture may be adversely impacted prior to completion of the divestiture, which could adversely affect our business, results of operations or financial condition.

Our plans to innovate, expand our product offerings and successfully implement our growth strategies may not be successful, and implementation of these plans may divert our operational, managerial and administrative resources, which could harm our competitive position and reduce our revenue and profitability.

Our future success depends, in large part, on our ability to implement our growth strategies, including expanding our brands' product offerings to capture additional market share, continuing to engage in consumer acquisition and retention efforts that drive long-term consumer and wholesale partner relationships and continuing to grow our business. Our ability to implement these growth strategies depends, among other things, on our ability to:

- expand our product offerings;
- increase our brand recognition by effectively implementing our multi-channel strategy alongside our network of wholesale partner relationships without compromising our premium consumer experience;
- expand the geographic reach of our brands;
- increase consumer engagement with our digital platforms;
- leverage our investments in our human capital and operational infrastructure to drive traffic and consumer acquisition;
- expand and diversify our wholesale channel while continuing to expand our DTC channel, including increasing our number of retail stores;
- enter into distribution and other strategic arrangements with potential distributors of our products in order to better influence consumer experience at better cost efficiency and manage risks associated with third-party distributors; and

- develop and grow our own manufacturing facilities, third-party sourcing and logistics footprint.

The principal risks to our ability to successfully carry out our plans to expand our product offering include:

- if our expanded product offerings fail to maintain and enhance our distinctive brand identities and premium quality, our brand images may be diminished, and our sales may decrease;
- our innovations in apparel, footwear, sports equipment, protective gear and accessories may fail to be financially viable or may not be well received by our consumers or the market;
- implementation of our plans may divert management’s attention from other aspects of our business and place a strain on our management, operational and financial resources, as well as our information systems;
- entrance into joint ventures may face risks related to governance of the venture, strategic misalignment, termination or exit, among others; and
- incorporation of novel materials or features into our apparel, footwear, sports equipment, protective gear and accessories may not be accepted by our consumers or may be considered inferior to similar products offered by our competitors.

Moreover, our ability to successfully implement our growth strategies and carry out our plans to expand our product offerings may be affected by economic and competitive conditions, changes in consumer spending patterns and changes in consumer preferences and styles. We may invest in technology, infrastructure, new businesses, product offerings and manufacturing innovation and expansion of existing business, such as our DTC operations, and such significant investments are subject to typical risks and uncertainties inherent in developing a new business or expanding an existing business. These plans could be abandoned, could cost more than anticipated, could impact the quality of our products and could divert resources from other areas of our business, any of which could negatively impact our competitive position and reduce our revenue and profitability.

Expanding our product offerings may also require that we develop additional in-house manufacturing capability, either by expanding our existing manufacturing facilities or building new facilities. There is a risk that we will be unable to develop and maintain the capacity or other capabilities necessary for us to implement our business plan. Additionally, we may need to hire additional employees as we scale our operations or increase the size of our retail footprint and otherwise pursue our growth strategies. We may face difficulties and added expenses increasing the number of employees in the current market, due to factors such as wage inflation and a limited labor market, among others. If we are unable to scale our manufacturing capability and increase the number of employees to meet our expected growth, we may be unable to provide for appropriate supply of products in a timely manner and on a cost-effective basis and meet consumer demand for customer service, and as a result, our revenue and results of operations would be affected adversely.

Counterfeit or “knock-off” products may siphon off demand we have created for our brands’ products, and may result in consumer confusion, harm to our brands, a loss of our market share, and/or a decrease in our results of operations.

We face competition from counterfeit or “knock-off” products manufactured and sold by third parties that infringe, misappropriate or otherwise violate our intellectual property rights, as well as from products that are inspired by our brands’ products in terms of design and style, including private label offerings by retailers. In the past, third parties have established websites to target users on social media platforms with “look alike” websites intended to trick users into believing that they were purchasing our brands’ products at a steep discount. Some individuals who actually made purchases from such “look alike” websites believed they had purchased from our actual website and subsequently submitted complaints to us.

These activities of third parties may result in consumer confusion, require us to incur additional administrative costs to manage consumer complaints related to counterfeit goods, divert consumers from us, cause us to miss out on sales opportunities, and result in a loss of our market share. We could also be required to increase our marketing and advertising spend. If consumers are confused by these other products and believe them to be actual products sold by our brands, we could be forced to deal with dissatisfied consumers who mistakenly blame us for poor service or poor-quality goods.

In addressing these or similar issues in the future, we may also be required to incur substantial expense to protect our brands and enforce our intellectual property rights, including through legal action in the United States or in foreign countries, which could negatively impact our results of operations and financial condition.

These and similar “counterfeit” issues could reoccur and could again result in consumer confusion, harm to our brands, a loss of our market share, and/or a decrease in our results of operations.

Certain of our brands’ products carry warranties, which may result in an increase to our expenses in the event of warranty claims.

Many of our brands’ products are generally used in outdoor activities, sometimes in severe conditions. Product recalls or product liability claims resulting from the failure, or alleged failure, of our brands’ products could have a material adverse effect on the reputation of our brands and result in additional expenses. Many of our brands’ products also carry warranties for defects in quality or workmanship. The Company provides product warranties on many products. Many of these product warranties are limited in time to one to two years, but certain of our brands issue longer warranties on specific products. For example, Arc’teryx provides warranties on its packs, accessories and apparel for the “Practical Product Lifespan” which can be an extended period, such that warranty claims for such products may be brought many years after the product was sold. We maintain a warranty reserve for estimated future warranty claims, but the actual costs of servicing future warranty claims may exceed the reserve which could adversely affect our business, results of operations and financial condition.

Our international operations involve inherent risks which could result in harm to our business.

The majority of our products are sourced from a network of suppliers, predominantly in the Asia Pacific region, including Greater China, with the remaining from EMEA, and the Americas, and our products are sold around the world. Accordingly, we are subject to the risks generally associated with global trade and doing business abroad, which include foreign laws and regulations, varying consumer preferences across geographic regions, political unrest, disruptions or delays in cross-border shipments and changes in economic conditions in countries in which our products are manufactured or where we sell products. This includes, for example, the changes to the legal and regulatory framework that apply to the United Kingdom (the “UK”) and its relationship with the European Union (the “EU”), as well as new and proposed changes affecting tax laws and trade policy in the United States and elsewhere, as further described below under “—Risks Related to Our Financial, Accounting and Tax Matters—We could be subject to changes in tax laws, tax regulations and tax treaties, including their interpretation and application, in the Cayman Islands, Finland, Germany, the United States, the PRC, or any other country in which we operate, which could result in additional tax liabilities or increased volatility in our effective tax rate” and “—Risks Related to Litigation and Regulation—Changes to trade policies, tariffs, import/export regulations and anti-competition regulations in the United States, EU, PRC and other jurisdictions, or our failure to comply with such regulations, may have a material adverse effect on our reputation, business, financial condition and results of operations.” We also generate a significant portion of our revenue from sales in the People’s Republic of China (the “PRC” and only in the context of describing PRC laws, regulations and other legal or tax matters in this annual report, excludes Hong Kong, Macau and Taiwan). See “—We face risks associated with our business in the PRC.” There could be legislative actions limiting outsourcing manufacturing and production activities to foreign jurisdictions, including through tariffs or penalties on goods manufactured outside the United States, which may require us to change the way we conduct business and adversely affect our business, results of operations and financial condition.

Our ability to sell products in certain markets, demand for our products in certain markets, our ability to collect accounts receivable, our or our third-party manufacturers’ ability to procure raw materials or manufacture products, distribution and logistics providers’ ability to operate, our ability to operate brick and mortar stores, our workforce, and our cost of doing business (including the cost of freight and logistics) may be impacted by these events should they occur and changing laws and regulations. Our exposure to these risks is heightened in the PRC, where a significant portion of our third-party manufacturing is located. Should certain of these events occur in the PRC, they could cause a substantial disruption to our business and have a material adverse effect on our financial condition, results of operations and cash flows.

In addition, disease outbreaks, such as the COVID-19 pandemic or future pandemics and public health crises, terrorist acts and political or military conflict, such as the conflict in Ukraine, have increased the risks of doing business abroad. Such political and economic instability, and any resulting negative sentiment toward the countries where we operate, sell or have our products manufactured, could interrupt our ability to operate internationally. These factors, among others, could affect our ability to manufacture products or procure materials, our ability to import finished products, our ability to move and store products, our ability to sell products in international markets and our cost of doing business.

We face risks associated with our business in the PRC.

For the year ended December 31, 2023, 18.2% of our revenue was derived from sales in the PRC. In addition to our sales activity, we have key suppliers and manufacturing facilities in the PRC, and approximately 29.5% of our products sourced from third-party suppliers were manufactured in the PRC in 2023. Additionally, ANTA Sports, our largest shareholder, has significant operations in the PRC and has a principal place of business in the PRC, as well as management and directors that are PRC citizens or domiciled in the PRC. As a result, our business is subject to risks associated with doing business in the PRC, including but not limited to, a general climate of economic, political and social conditions, including with respect to future regulatory, policy and legislative developments, increased costs and uncertainties associated with enforcing contractual obligations in the PRC and increasingly strengthening intellectual property protection system in the PRC, each of which could adversely impact our business, results of operations and financial condition.

The PRC government has implemented measures emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets and the establishment of improved corporate governance in business enterprises, and such measures and policies relating to such measures are evolving and subject to change. The PRC government has significant authority to exert influence on the ability of companies with Chinese operations to conduct their business. The PRC government has recently published new policies that significantly affected certain industries and we cannot rule out the possibility that it will in the future release additional regulations or policies that directly or indirectly affect the sports and outdoor industry or require us to seek additional permission to continue our operations, which could result in a material adverse change in our operation.

The PRC legal system is a civil law system based on written statutes, where prior court decisions have limited precedential value. The PRC legal system is evolving rapidly, and the interpretations and enforcement of many laws, regulations and rules involves uncertainties. The PRC government has implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall Chinese economy but may have a negative effect on our suppliers and manufacturing operations. Any changes in policies in the PRC governing the regulation of our products, tariffs, imports and exports, taxation, inflation, environmental regulations, foreign currency exchange rates, the labor market, property or financial regulation may have an adverse effect on our business, results of operations and financial condition.

More broadly, while the Chinese economy has experienced significant growth over the past decades, growth has been uneven, both geographically and among various sectors of the economy. Any adverse changes in economic conditions in the PRC, in the policies of the PRC government or in the laws and regulations in the PRC could have an adverse effect on the overall economic growth of the PRC. Such changes could also adversely affect our business and operating results, lead to reduction in demand for our products and adversely affect our competitive position. In addition, changes in the political climate or trade policy of any other countries or regions, such as increased duties or tariffs on imports from the PRC, may adversely affect our business. For more discussion of the risks related to our Chinese operations, see “—Risks Related to Litigation and Regulation—There remain some uncertainties as to whether we will be required to obtain approvals from PRC authorities to list or remain listed on the U.S. exchanges and offer securities in the future, and if required, we cannot assure you that we will be able to obtain such approval.”

Risks Related to Our Distribution Network and Suppliers

Our business or our results of operations could be harmed if we or our wholesale partners are unable to accurately forecast demand for our products or if we are unsuccessful at managing product manufacturing decisions.

To ensure adequate inventory supply, we and our wholesale partners forecast inventory demand, which is subject to many factors, including seasonal and quarterly variations, changing consumer preferences or product trends, product introductions by competitors, unanticipated changes in general market conditions, declines in overall consumer spending, and weakening of economic conditions or consumer confidence in future economic conditions. Like our competitors, we have an extended design, development, manufacturing and logistics process, which involves the initial design and development of our products, the purchase of raw materials, the production of finished goods, the accumulation and subsequent sale of inventories, and the collection of the resulting accounts receivable. This production cycle requires us to incur significant expenses relating to the design, development, manufacturing, distributing and marketing of our products, including product development costs for new products, in advance of the realization of any revenue from the sale of our products, and results in significant liquidity requirements and working capital fluctuations throughout our fiscal year. Because the production cycle typically involves long lead times, which requires us to make manufacturing decisions several months in advance of an anticipated purchasing decision by the consumer, it is challenging for us to estimate and manage our inventory and working capital requirements, and as such challenges have been, and could in the future be, exacerbated by global supply chain issues. If we fail to accurately forecast demand or our inventory and working capital requirements, we may experience excess inventory levels or a shortage of product to deliver through our DTC channel and to our wholesale partners. In addition, our wholesale partners may fail to accurately forecast the demand for our products and may purchase an insufficient amount of our products or may accumulate excess inventory, each of which could negatively impact our business, brand and results of operations.

If we underestimate the demand for our products, we may not allocate sufficient budgetary resources and may not be able to produce or source products to meet our wholesale partner requirements, and this could result in delays in the shipment of our products and our failure to satisfy demand, as well as damage to our reputation and wholesale partner relationships. If our wholesale partners underestimate the demand for our products, they may not have enough products on hand to satisfy demand in a timely fashion and sales opportunities may be lost. If we or our wholesale partners overestimate the demand for our products, we or our wholesale partners could face inventory levels in excess of demand, which could result in inventory write-downs or write-offs and the sale of excess inventory at discounted prices, which would harm our gross margins and our brand management efforts. The difficulty in forecasting demand also makes it difficult to estimate future revenue, costs and cash flows from period to period, which could result in the misallocation of our resources. In addition, these and other factors, including failures to accurately predict the level of demand for our products and future revenue, costs and cash flows, could cause a decline in revenue and harm our business, operating results and financial condition.

The operations of our suppliers and third-party manufacturers are subject to additional risks that are beyond our control, including those that may result in significant disruptions in supply, and that could harm our business, financial condition and results of operations.

We rely on our suppliers and, while we have multiple suppliers available for the majority of our product components, certain of our suppliers are the sole source for specific components of our apparel, footwear, sports equipment, protective gear and accessories. For example, Gore-Tex is used in certain Arc'teryx, Salomon, Peak Performance and Atomic products. We have in the past experienced significant disruptions as a result of global supply chain issues and there can be no assurance that there will not be a further disruption in the supply of raw materials or other products from current suppliers or, in the event of a disruption, that we would be able to locate alternative suppliers of materials or products of comparable quality at an acceptable price, in a timely manner or at all. Identifying a suitable supplier is a resource-intensive process that requires us to become satisfied with their technical capabilities, quality control, responsiveness and service, financial stability, regulatory compliance and labor and other ethical practices. Even if we are able to expand existing or find new manufacturing or component sources, we may encounter delays in production and added costs as a result of the time it takes to train our suppliers and manufacturers in our methods, products, and quality control standards. Delays related to supplier changes could also arise due to an increase in shipping times if new suppliers are located farther away from our markets or from other participants in our supply chain. In addition, freight capacity issues continue to persist worldwide as there is much greater demand for shipping and reduced capacity and equipment.

The majority of our manufacturing and finished goods as well as raw material suppliers are located outside the United States. In addition, we work with select third-party distributors, especially in the initial stages of expansion for highly complicated products and in new markets, and because we ultimately do not control those third parties, we are subject to additional risks as a result of such relationships. Moreover, in 2023 approximately 29.5% of our apparel, footwear, sports equipment, protective gear and accessories products sourced from third-party suppliers were manufactured in the PRC, with the remainder being produced in other Asian countries, North America and Europe. We experienced disruptions to our footwear business due to COVID-19 lockdowns adversely affecting certain of our suppliers in Asia. Many of our products are manufactured by third-party manufacturers. As a result of our international suppliers and third-party manufacturers, we are subject to risks associated with doing business in multiple jurisdictions, including:

- political unrest, terrorism, labor disputes and economic instability resulting in the disruption of trade from foreign countries in which our products are manufactured;
- wholesale partner or consumer boycotts due to ethical, environmental or political issues in certain countries we do business with, such as for example, human rights and labor concerns in Asia, or product-related environmental concerns;
- compliance with existing and new laws and regulations, including those relating to labor conditions and workplace safety, environmental protection, chemical regulation, quality and safety standards, sustainability, ESG, transparency (the EU Corporate Sustainability Reporting Directive and other related EU directives or regulations), imports, duties, taxes and other charges on imports, as well as trade restrictions and restrictions on currency exchange or the transfer of funds;
- risks associated with doing business in or with the PRC, including as a result of the trade conflict, or other conflicts, between the United States and the PRC;
- reduced protection for intellectual property rights, including patent and trademark protection, in some countries;
- disruptions or delays in shipments and supply chains globally; and
- changes in local economic conditions in countries where our manufacturers, suppliers, wholesale partners or consumers are located.

In particular, compliance with the sanctions and customs trade orders could affect the sourcing and availability of raw materials used by our suppliers in the manufacturing of certain of our products. Our ability to successfully import such materials may be adversely affected by changes in jurisdictions' laws. See "—Increasing restrictions or additional requirements on products from certain areas, such as the U.S. Uyghur Forced Labor Prevention Act, may require us to incur additional costs, disrupt our value chain, or otherwise adversely impact our operations and financial condition." There are also increasing expectations in various jurisdictions that companies proactively monitor the environmental and social performance of their value chain, including compliance with a variety of labor practices and human rights considerations, as well as consideration of a wider range of potential environmental and social matters, including the end-of-life considerations for products. For example, various jurisdictions have adopted, or are considering adopting, regulations that would require organizations to, among other things, conduct due diligence to identify certain environmental and human rights risks in their supply chains and take steps to mitigate any such risks identified. We have been and may continue to be subject to costs associated with such regulations, as well as any future regulations on the provenance of products or their component parts or materials, including for the diligence pertaining to these matters and the cost of remediation and other changes to products, processes, or sources of supply as a consequence of such verification activities. The impact of such regulations may result in a limited pool of acceptable suppliers, and we cannot be assured that we will be able to obtain products in sufficient quantities or at competitive prices. Additionally, because our supply chain is complex, we may face regulatory challenges in complying with applicable sanctions and trade regulations and reputational challenges with our consumers and other stakeholders if we are unable to sufficiently verify the origins for the materials used in the products we sell. Even if we comply with applicable regulations, we may be subject to additional expectations and scrutiny from investors, business partners, wholesale partners, consumers or other stakeholders on our environmental and human rights practices. These expectations are evolving quickly, and their application can involve substantial subjective determinations based on the context of specific circumstances. As such, certain of our actions or decisions, either currently or in the future, may be perceived to not align with best practices or stakeholder expectations, which could damage our reputation or otherwise adversely impact our business.

We also face risks from potential employment shortages for our supply operations as potential employees in certain geographies pursue opportunities outside of our and our suppliers' industries. Any potential employment shortages may increase costs for our supplier and manufacturing partners and may limit our ability to scale our warehouse and factory operations efficiently. Increased costs in production may limit our profitability and may adversely impact our business, results of operations and financial condition.

These and other factors beyond our control could interrupt our suppliers' production in offshore facilities, influence the ability of our suppliers to export our products cost-effectively or at all and inhibit our suppliers' ability to procure certain materials, along with delays, interruptions or increased costs in supply or manufacturing of our goods, could harm our business, financial condition and results of operations.

Increasing restrictions or additional requirements on products from certain areas, such as the U.S. Uyghur Forced Labor Prevention Act, may require us to incur additional costs, disrupt our value chain, or otherwise adversely impact our operations and financial condition.

Various jurisdictions where we import or sell our products have imposed restrictions on, or additional requirements for, products based on their provenance or the origins of certain of their component parts. For example, in December 2021, the U.S. Congress passed the Uyghur Forced Labor Prevention Act (the "UFLPA"), which act imposes a presumptive ban on the import of goods to the United States that are made, wholly or in part, in the Xinjiang Uyghur Autonomous Region (the "XUAR") or by certain other designated persons and entities. The XUAR is the source of large amounts of cotton and textiles for the global apparel and footwear supply chain. Although our policy is to prohibit the use of forced labor in our supply chain, we have previously been and may in the future be subject to allegations that our products contain components or raw materials from the XUAR and we cannot assure you that our affiliates may not also be subject to similar allegations. Furthermore, the U.S. Customs and Border Protection (the "CBP") issued a region-wide withhold release order ("WRO") in January 2021, imposing import restrictions on cotton products produced in the XUAR. As a result of the UFLPA and WRO, materials we import into the United States have in the past been, and could in the future be, held by the CBP based on a suspicion that they originated from the XUAR or that they may have been produced by suppliers accused of participating in forced labor, pending our providing clear and convincing evidence to the contrary. While the UFLPA has not had a material impact on our results of operations, overcoming the presumptive ban in the UFLPA can be a time- and information-intensive process, which may require additional costs and can ultimately be unsuccessful. Even if such costs are incurred, we may not always be able to obtain sufficient information. Such a process could result in a delay or complete inability to import such materials (including potentially non-cotton materials), which could result in inventory shortages or greater supply chain compliance costs. We could also be subject to penalties or fines if our imports are found to have been in violation of the UFLPA or other customs-related laws and regulations. Even if we are not subject to any fines or penalties, any perceived link between our or our principal shareholder's products and the XUAR, designated entities, or labor practices not in keeping with industry expectations may result in increased costs, affect our business and damage our reputation. Moreover, compliance with the UFLPA or other similar current or proposed requirements, including the European Union Forced Labor Ban Proposal, may have other effects on the global supply chain, the price and scarcity of traceable cotton or other materials of focus, and could lead to increases in our cost of goods sold, which may adversely impact our profitability.

The cost of raw materials could increase our cost of goods sold and cause our results of operations and financial condition to suffer.

The raw materials used in our supply chain include synthetic fabrics and natural products, including blend fabrics, nylon, polyester, down and cotton, as well as plastics, rubber, carbon and metals. Significant price fluctuations, including as a result of inflation, or shortages or the cost of these raw materials may increase our cost of goods sold and cause our results of operations and financial condition to suffer.

Additionally, increasing costs of labor, freight and energy could increase our and our suppliers' cost of goods. If our suppliers are affected by increases in their costs of labor, freight and energy (for example, because of rising global energy prices, increased global worker shortages impacting shipping and ports, truck driver shortages, increased congestion or other disruptions affecting the global distribution chain), they may attempt to pass these cost increases on to us. If we pay such increases, we may not be able to offset them through increases in our pricing, which could adversely affect our results of operation and financial condition.

Our business is subject to risks due to our reliance on third-party manufacturers.

We rely upon third-party manufacturers, which we do not own or operate, for the sourcing of certain of our products, including apparel, footwear, sports equipment, protective gear and accessories including helmets, goggles, poles, tennis rackets, baseball bats, boots and balls, among others. Our ability to meet our wholesale partners' and our consumers' needs depends on our ability to maintain a steady supply of products from our third-party manufacturers. While our agreements with our suppliers are generally fixed price arrangements on a purchase order basis that renew annually, if one or more of our significant suppliers were to sever their relationship with us or significantly alter the terms of our relationship, including due to changes in applicable trade policies, or be unable to perform, we may not be able to obtain replacement products in a timely manner, which could have an adverse effect on our business operations, sales, financial condition or results of operations. Additionally, if any of our third-party manufacturers fail to make timely shipments, do not meet our quality standards or otherwise fail to deliver us product in accordance with our plans, it could result in lost sales, added costs and distribution delays that could harm our business and wholesale partner and consumer relationships.

Certain of our third-party manufacturers are highly specialized and only produce a specific type of product. Such third-party manufacturers may go out of business if consumer preferences or market conditions change such that there is no longer sufficient demand for the types of products they produce. If, in the future, the relevant products are again in demand and the specialized third-party manufacturers no longer exist, we may not be able to locate replacement facilities to manufacture certain products in a timely manner or at all, which could have an adverse effect on our sales, financial condition or results of operations.

If we encounter problems with our distribution system, our ability to deliver our brands' products to the market could be adversely affected.

We rely on leased and owned Amer Sports-operated distribution facilities, as well as an ANTA Sports distribution facility in the PRC and certain third-party facilities, to warehouse and ship product to our wholesale partners and consumers. Our distribution system includes computer-controlled and automated equipment, which may be subject to a number of risks related to security or computer viruses, the proper operation of software and hardware, power interruptions or other system failures. Because substantially all of our brands' products are distributed from a relatively small number of locations, our operations could also be interrupted by earthquakes, floods, fires or other natural disasters or other events outside our control affecting our warehouses or distribution centers, including political or labor instability. Additionally, since we share distribution warehouses among brands, a disruption at one distribution center may impact deliveries and shipments for numerous brands. We maintain business interruption insurance under our property insurance policies, but it may not adequately protect us from the adverse effects that could be caused by significant disruptions in our distribution facilities. In addition, our distribution capacity is dependent on the timely performance of services by third parties, including the transportation of product to and from its distribution facilities. If we encounter problems with our distribution system, our ability to meet consumer expectations, manage inventory, complete sales and achieve operating efficiencies could be materially adversely affected.

We distribute our products to our wholesale partners and consumers directly from the factory and through distribution centers located throughout the world. Our ability to meet consumer expectations, manage inventory, complete sales and achieve objectives for operating efficiencies and growth, depends on the proper operation of our distribution facilities, the development or expansion of additional distribution capabilities and the timely performance of services by third parties, including those involved in shipping product to and from our distribution facilities. In addition, our property damage, business interruption and other insurance policies may not adequately protect us from adverse effects caused by significant disruptions to our distribution facilities. Any negative impacts to our distribution facilities could result in an adverse effect on our business, results of operations and financial condition.

The success of our business depends, in part, on competent employees including key personnel as well as our ability to maintain our workplace culture and values.

Our success depends in part on the continued service of competent employees, including key executive officers and personnel. The loss of the services of key individuals, or any negative perception with respect to these individuals, or our workplace culture or values, could harm our business. Our success also depends on our ability to recruit, retain and engage our personnel sufficiently, both to maintain our current business and to execute our strategic initiatives. Competition for employees in the sports and outdoor industry is intense and we may not be successful in attracting and retaining such personnel. Changes to our current and future office environments or adoption of a new work model that expects employees to work on-site for a specified number of days with some flexibility to work remotely on other days, may not meet the needs or expectations of our employees or may not be perceived as favorable compared to other companies' policies, which could negatively impact our ability to attract, hire and retain our employees. We also believe that our corporate culture has been a key driver of our success, and we have invested substantial time and resources in building, maintaining and evolving our culture. Any failure to preserve and evolve our culture could negatively affect our future success, including our ability to retain and recruit employees.

Some employees at our own manufacturing facilities and distribution centers are subject to collective bargaining agreements. For example, the employees at our Wilson brand Ohio manufacturing facility as well as the employees at our facilities in Austria, France and Germany, are subject to a collective bargaining agreement. Labor disputes with these employees may have a material adverse effect on our business, potentially resulting in canceled orders by wholesale partners or consumers, inability to fulfill potential e-commerce demand, unanticipated inventory accumulation and reduced revenue and net income. In addition, if we fail to mitigate labor disputes, fail to properly hire and dismiss employees as needed or fail to comply with labor laws, which differ by location and jurisdiction and are rapidly changing, our risk of litigation may increase, which would cause us to incur additional costs.

We have not obtained key person life insurance policies on any members of our senior management team. As a result, we would not be protected against the associated financial loss if we were to lose the services of members of our senior management team.

Climate change, or legal, regulatory or market responses thereto, may have an adverse impact on our business and results of operations.

A significant majority of the scientific community has concluded that increased levels of carbon dioxide and other greenhouse gases in the atmosphere have caused, and are expected to continue to cause, potentially at a growing rate, increases in global temperatures, changes in weather (including precipitation and temperature) patterns and increasingly frequent, prolonged, and/or more intense extreme weather and climate events. For more information, see “—Extreme weather conditions and natural disasters could negatively impact our operating results and financial condition.” Climate change may also exacerbate challenges relating to the availability and quality of water and raw materials, including those used in the production of our products, and may result in changes in regulations or consumer preferences, or changes in the availability and/or cost of capital and insurance, which could in turn affect our business, operating results and financial condition. In addition, governmental authorities in various countries have proposed, and are likely to continue to propose, legislation and regulation to reduce or mitigate the impacts of climate change. Various countries and regions are following different approaches to the regulation of climate change, which could increase the complexity of, and potential cost related to complying with, such regulations. Failure to monitor, adapt, build resilience and develop solutions against the physical and transitional impacts from climate change, including any differences between what climate impacts we believe may occur and ultimately come to pass (including the timeframes associated with same), may negatively impact our brand and reputation, sales of our products and our results of operations.

Sustainability- or ESG-related matters, climate change, or legal, regulatory or market responses thereto, may have an adverse impact on our business and results of operations.

There has been increased focus by governmental and non-governmental organizations, wholesale partners and consumers, employees and other stakeholders on products that are sustainably made and other sustainability- and ESG-related matters, including climate change, responsible sourcing, animal welfare, deforestation, the use of plastic, energy and water, biodiversity and other natural capital impacts, human rights, ethics, the recyclability or recoverability of packaging, circular economy and pollution prevention considerations, materials transparency and banning of certain chemicals and product subcomponents, and employee and director diversity, any of which may require us to incur increased costs for additional transparency, due diligence, recruiting and reporting. Further, some investor advocacy groups, certain institutional investors, investment funds, other market participants, shareholders, current and prospective employees, and consumers have focused increasingly on sustainability- and ESG-related practices. These parties have placed increased importance on the implications of the environmental and social cost and related risks of their investments. Certain of these parties also use certain ESG ratings in their assessment of organizations, and unfavorable ESG ratings could lead to negative sentiment towards us. If our ESG practices do not meet investor or other industry stakeholder expectations and standards, which continue to evolve, our brand, reputation, share price, access to and cost of capital, and employee, wholesale partner, consumer, and/or business partner retention may be negatively impacted.

In addition, federal, state or local governmental authorities in various countries have proposed, and are likely to continue to propose, legislative and regulatory initiatives regarding the management of sustainability- or ESG-related topics, or disclosures on such matters. Various countries and regions are following different approaches to the regulation of climate change and other ESG matters and disclosure of related information, which could increase the complexity of, and potential cost related to complying with, such regulations. For example, we may be subject to the disclosure requirements of the EU's Corporate Sustainability Reporting Directive (and its implementing laws and regulations) and other EU directives or EU and EU member state regulations, the International Sustainability Standards Board's sustainability and climate disclosure standards, various disclosure requirements (such as greenhouse gas metrics, climate risks, use of offsets, and emissions reduction claims) from the State of California as well as the SEC's climate disclosure proposal, if finalized, among other regulations or requirements; these regulations and requirements may not entirely align and thus require us to duplicate certain or make different efforts or use different reporting methodologies in order to comply with each jurisdictions' requirements. Separately, various regulators have adopted, or are considering adopting, regulations on environmental marketing claims, including but not limited to the use of "sustainable," "eco-friendly," "organic," "recyclable" or similar language in product marketing. Any of the foregoing may require us to make additional investments in facilities and equipment, may require us to incur additional costs for the collection of data and/or preparation of disclosures and associated internal controls for same, may impact the availability and cost of key raw materials used in the production of our products or the demand for our products, and, in turn, may adversely impact our business, operating results and financial condition.

We also may at times engage in certain voluntary initiatives or commitments (such as voluntary disclosures, certifications, or targets, among others) to improve the ESG profile of our company and/or products. However, such initiatives or commitments may be costly and may not have the desired effect. For example, execution of these strategies and achievement of our goals is subject to risks and uncertainties, many of which are outside of our control. These risks and uncertainties include, but are not limited to, our ability to set relevant, achievable and credible goals, execute our strategies and achieve our goals within the currently projected costs and the expected timeframes; the availability and cost of raw materials and renewable energy; unforeseen production, design, operational and technological difficulties; the outcome of research efforts and future technology developments, including the ability to scale projects and technologies on a commercially competitive basis such as carbon sequestration and/or other related processes; compliance with, and changes or additions to, global and regional regulations, taxes, charges, mandates or requirements relating to greenhouse gas emissions, carbon costs or climate-related goals, or to other sustainability or ESG matters; adapting products to consumer preferences and consumer acceptance of sustainable supply chain solutions; and the actions of competitors and competitive pressures. As a result, there is no assurance that we will be able to successfully execute our strategies and achieve our sustainability and ESG-related goals, which could damage our reputation and wholesale partner, consumer and other stakeholder relationships and have an adverse effect on our business, results of operations and financial condition. Moreover, actions or statements that we may take based on expectations, assumptions, other methodological considerations, or third-party information that we currently believe to be reasonable may subsequently be determined to be erroneous or be subject to misinterpretation. Additionally, there can be no assurance that our stakeholders will agree with our strategies, and any perception, whether or not valid, that we have failed to achieve, or to act responsibly with respect to, such matters or to effectively respond to new or additional legal or regulatory requirements regarding climate change, sustainability or ESG matters could result in adverse publicity or potential regulatory/investor engagement or litigation and adversely affect our business and reputation. For example, there have been increasing allegations of greenwashing against companies making significant ESG claims due to, among other things, allegations of incomplete disclosures, as well as to variety of perceived deficiencies in performance, including as stakeholder perceptions of sustainability continue to evolve. Additionally, many of our wholesale partners, consumers, business parties, and suppliers may be subject to similar expectations, which may augment or create additional risks, including risks that may not be known to us.

Extreme weather conditions and natural disasters could negatively impact our operating results and financial condition.

Given the broad and global scope of our operations, we are particularly vulnerable to the physical risks of climate change, such as shifts in weather patterns. Extreme weather conditions in the areas in which our retail stores, suppliers, manufacturers, factories, wholesale partners, consumers, distribution centers, offices, headquarters and vendors are located could adversely affect our operating results and financial condition. Moreover, natural disasters such as earthquakes, hurricanes, wildfires and tsunamis, whether occurring in the United States or abroad, and their related consequences and effects, including energy shortages and public health issues, have in the past temporarily disrupted, and could in the future disrupt, our operations, the operations of our vendors, manufacturers, wholesale partners and other suppliers or have in the past resulted in, and in the future could result in, economic instability that may negatively impact our operating results and financial condition. In particular, if a natural disaster or severe weather event were to occur in an area in which we or our suppliers, manufacturers, employees, wholesale partners, consumers, distribution centers and vendors are located, our continued success would depend, in part, on the safety and availability of the relevant personnel, raw materials, and facilities and proper functioning of our or third parties' computer, network, telecommunication and other systems and operations. In addition, a natural disaster or severe weather event could negatively impact retail traffic to our stores or stores that carry our products and could have an adverse impact on consumer spending, any of which could in turn result in negative point-of-sale trends for our merchandise. Further, climate change may increase both the frequency and severity of extreme weather conditions and natural disasters, which may affect our business operations, either in a particular region or globally, as well as the activities of our third-party vendors and other suppliers, manufacturers, wholesale partners and consumers. In particular, our brands and products that cater to winter sports may be impacted by climate change, including due to seasonal shifts and rising temperatures. We believe the diversity of locations in which we operate, our operational size, disaster recovery and business continuity planning and our information technology systems and networks ("IT Systems"), including the Internet and third-party services position us well, but may not be sufficient for all or for concurrent eventualities. If we were to experience a local or regional disaster or other business continuity event or concurrent events, we could still experience operational challenges, in particular depending upon how a local or regional event may affect our human capital across our operations or with regard to particular aspects of our operations, such as key executive officers or personnel. Further, if we are unable to find alternative suppliers, replace capacity at key manufacturing or distribution locations or quickly repair damage to our IT Systems or supply systems, we could be late in delivering, or be unable to deliver, products to our wholesale partners and consumers. For more information regarding risks related to our IT Systems, see "—Risks Related to our Intellectual Property and Information Technology—We rely on a large number of complex IT Systems. Any failure to operate, maintain and upgrade our IT Systems may materially and adversely affect our operations." These events could result in reputational damage, lost sales, cancellation charges or markdowns, all of which could have an adverse effect on our business, results of operations and financial condition. Moreover, to the extent catastrophic events become more frequent or intense, it may adversely impact the availability or cost of insurance.

Political uncertainty or geopolitical tensions could have a material adverse effect on our business, results of operation and financial condition.

As a multinational company, geopolitical events could have an impact on our business. Changes, potential changes or uncertainties in regulatory and economic conditions or laws and policies governing foreign trade, manufacturing, and development and investment in the territories and countries where we operate or sell our products could adversely affect our business, results of operations, and financial condition.

For example, the military conflict between Russia and Ukraine has significantly amplified existing geopolitical tensions among Russia, Ukraine, Europe, the PRC and the United States. We cannot predict how the conflict in Ukraine will evolve, but any escalation or expansion into other countries, particularly in Europe, would exacerbate geopolitical tensions and could lead to political and/or economic response from the United States, the EU and other countries, which may adversely impact economic conditions. While we suspended all significant commercial activities in Russia by the end of 2022, and our revenue in Russia represented less than 0.2% of our revenue in 2023, respectively, the Russia-Ukraine conflict and the resulting sanctions could adversely affect global energy and financial markets and thus could adversely impact our operations. In addition, any escalation or expansion into neighboring countries where we have significant operations could adversely impact our business, results of operations and financial condition. Additional sanctions or other measures may be imposed by the global community, and counteractive measures may be taken by the Russian government, other entities in Russia or governments or other entities outside of Russia. There have been, and we expect there will continue to be, an increased risk of information security or cybersecurity incidents, including cyberattacks perpetrated by Russia or others at its direction. Although, to date, our IT Systems have not been compromised by these incidents, it is possible that future information security or cybersecurity incidents involving our wholesale partners, consumers, manufacturers, suppliers or other third-party partners could successfully compromise our IT Systems, which could adversely affect our business, results of operations or financial condition.

In addition, actions by the United States and other governments, including the Russian government, may limit or prevent our ability to obtain, maintain, protect and enforce any patent, trademark or other intellectual property rights in Russia. These actions could result in partial or complete loss of such intellectual property rights in Russia. For example, in March 2022, the Russian government adopted a decree allowing Russian companies and individuals to exploit inventions owned by patent holders from the United States and many other countries without consent or compensation. Consequently, we may not be able to prevent third parties from using our patented inventions in Russia or from selling or importing products made using our patented inventions in and into Russia. It is possible that the Russian government will adopt similar measures with regard to other types of intellectual property, including trademarks, or that Russian courts, even absent any additional decrees, will refuse to enforce existing intellectual property rights. Moreover, any prolonged non-use of our trademarks in Russia could result in the cancellation of such trademarks. Any counterfeit activity, grey imports, intellectual property infringement, misappropriation, dilution or other violation or the sale of unauthorized versions of our products that emerge in response to these actions could damage our reputation and our brands and otherwise adversely affect our business, results of operations or financial condition. For more information regarding risks related to our intellectual property, see “—Risks Related to Our Intellectual Property and Information Technology.”

The extent and duration of the military action, the response thereto, including resulting sanctions, and resulting future market disruptions, are impossible to predict, but could be significant. Additionally, any such disruptions, resulting sanctions or other actions (including cyberattacks) may magnify the impact of other risks factors discussed in this annual report.

Risks Related to Litigation and Regulation

Changes to trade policies, tariffs, import/export regulations and anti-competition regulations in the United States, EU, PRC and other jurisdictions, or our failure to comply with such regulations, may have a material adverse effect on our reputation, business, financial condition and results of operations.

Our businesses must be conducted in compliance with applicable economic and trade sanctions laws and regulations, including those administered and enforced by the U.S. Department of the Treasury’s Office of Foreign Asset Control, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council, and other relevant sanctions authorities. Any country in which our products are produced or sold may eliminate, adjust or impose new quotas, duties, tariffs, safeguard measures, anti-dumping duties, cargo restrictions to prevent terrorism, restrictions on the transfer of currency, climate change and other environmental legislation, product safety regulations or other charges or restrictions, any of which could have an adverse effect on our business, results of operations and financial condition.

In addition, our selling practices are regulated by competition law authorities in the United States, the EU and around the world, violations of the regulations of which could also result in claims for civil penalties or administrative remedies. The global nature operations expose us to the potential for inadvertent violations in cross border transactions and could result in sanctions or fines if such violations were to occur.

Further, changes in laws and policies governing foreign trade, manufacturing, development and investment in the territories or countries where we currently sell our products or conduct our business could adversely affect our business. Tariffs and other changes in United States and other trade policies have in the past and could in the future trigger retaliatory actions by affected countries, and certain foreign governments have instituted or are considering imposing retaliatory measures on certain U.S. goods. Further, any emerging protectionist or nationalist trends either in the United States, the PRC, the EU or any of its member states or in other countries could affect the trade environment. Trade tensions have escalated in recent years between the United States and the PRC, with each country imposing significant, additional tariffs on a wide range of goods imported from the other country. It may be time-consuming and expensive for us to alter our business operations in order to adapt to or comply with any such changes. We, similar to many other multinational corporations, do a significant amount of business that would be impacted by changes to the trade policies of the United States and other countries (including governmental action related to tariffs, international trade agreements, or economic sanctions). Such changes have the potential to adversely impact the U.S. economy or certain sectors thereof or the economy of another country in which we conduct operations, the sports and outdoor industry and the global demand for our products, and as a result, could have negative impact on our reputation business, financial condition, results of operations and growth prospects.

Failure to comply with applicable anti-corruption laws could have a material adverse effect on our business, reputation, financial condition, and results of operations.

We are subject to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), as well as the anti-corruption laws of other countries in which we operate. Although we implement policies and procedures designed to promote compliance with these laws, our directors, officers, employees, agents or other partners or representatives, as well as those companies to which we outsource certain of our business operations, may take actions in violation of our policies or such laws. We face significant risks if we or any of our directors, officers, employees, agents or other partners or representatives fail to comply with these laws and governmental authorities in the United States or elsewhere could seek to impose substantial civil and/or criminal fines and penalties which could have a material adverse effect on our business, reputation, operating results and financial condition.

Any actual or alleged violation of the FCPA or other applicable anti-bribery or anti-corruption laws could result in whistleblower complaints, sanctions, settlements, prosecution, enforcement actions, fines, damages, adverse media coverage, investigations, severe criminal or civil sanctions. Responding to any investigation or action would likely result in a materially significant diversion of management’s attention and resources and significant defense costs and other professional fees. In addition, the U.S. government may seek to hold us liable for successor liability for FCPA violations committed by companies in which we invest or that we acquire. Any of these consequences could have a materially adverse effect on our reputation, business, financial condition, results of operations and growth prospects.

We may become involved in legal or regulatory proceedings and audits.

Our business requires compliance with many laws and regulations, including, but not limited to, labor and employment, product safety, labelling, sales and other taxes, customs, and consumer protection laws and ordinances that regulate the sports and outdoor industry generally or govern the production, importation, promotion and sale of merchandise, and the operation of warehouse facilities. For example, various jurisdictions worldwide have laws and regulations that aim to protect consumers, including by prohibiting advertising or marketing practices that may be deemed misleading or deceptive. Failure to comply with any laws or regulations could subject us to lawsuits and other proceedings, and could also lead to damage awards, fines and penalties. From time to time, we may become involved in a number of legal proceedings and audits, including, but not limited to, government and agency investigations, and consumer, employment, tort and other litigation. In addition, we could become subject to potential antitrust claims, which may relate to anti-competitive behavior, pricing pressures on our distribution partners or other allegations, as well as regulatory actions related to anti-competition regulatory authorities in the United States, the EU and in other countries where we operate. The outcome of some of these legal proceedings, audits and other contingencies could require us to take, or refrain from taking, actions that could harm our operations or require us to pay substantial amounts of money, harming our financial condition. Additionally, defending against these lawsuits and proceedings may be necessary, which could result in substantial costs and diversion of management’s attention and resources, harming our financial condition. There can be no assurance that any pending or future legal or regulatory proceedings and audits will not harm our business, financial condition, reputation and results of operations.

If any of our brands' products have manufacturing or design defects or are otherwise unacceptable to us or our wholesale partners and/or consumers, our business could be harmed.

We have occasionally received, and may in the future receive, shipments of products that fail to comply with our technical specifications or that fail to conform to our quality control standards. We have also received, and may in the future receive, products that are otherwise unacceptable to us or our wholesale partners and/or consumers. Under these circumstances, unless we are able to obtain replacement products in a timely manner, we risk the loss of revenue resulting from the inability to sell those products and related increased administrative and shipping costs. Additionally, if the unacceptability of our products is not discovered until after such products are sold, our wholesale partners and/or consumers could lose confidence in our brands' products or we could face a product recall and our results of operations could suffer and our business, reputation and brands could be harmed.

Defects may also exist in components and products that we source from third parties. Any defects could make our brands' products unsafe and create a risk of environmental or property damage or personal injury, in particular with respect to our sporting goods and equipment products, and we may become subject to the hazards and uncertainties of product liability claims and related litigation. The occurrence of real or perceived defects in any of our brands' products, now or in the future, could result in additional negative publicity, regulatory investigations or lawsuits filed against us, particularly if consumers or others who use our brands' products are injured. Even if injuries are not the result of any defects, if they are perceived to be, we may incur expenses to defend or settle any claims and our brand and reputation may be harmed.

We face safety risks related to the manufacture of our sporting goods and equipment.

The production of sporting good and equipment involves working with metal, glue and other potentially dangerous inputs. In connection with our sporting goods and equipment brands, we face risks related to the manufacturing of products, and in particular we face risks related to fire due to the flammable nature of glue used in the production process. If there were to be a fire at any of our manufacturing plants, we would face risks related to employee safety, destruction of property and delays in our ability to fulfill orders, all of which could adversely affect our results of operations.

We could face risks arising out of compliance with, or liabilities under, environmental, health and safety laws and regulations.

We are subject to various federal, state, local and foreign laws and regulations that, among other matters, (i) regulate certain activities and operations that may have environmental or health and safety effects, such as the use of regulated materials in the manufacture of our products or emissions or disposal of certain materials, substances or wastes, (ii) impose liability for costs of cleaning up, and damages to natural resources from, spills at our current and former facilities, waste disposal at third-party sites, or other releases of hazardous materials or regulated substances, and (iii) regulate workplace safety. Compliance with these laws and regulations could increase our and our third-party manufacturers' costs and impact the availability of materials required to manufacture our products. Violation of these laws and regulations may subject us to significant fines, penalties or disposal costs, which could negatively impact our results of operations. We could be responsible for the investigation and remediation of environmental conditions at currently or formerly owned, operated or leased sites, including at certain legacy sites in the United States and France where we are engaged in remediation, as well as for associated liabilities, including liabilities for natural resource damages, third-party property damage or personal injury. Such liabilities could result from lawsuits that could be brought by the government or private litigants, relating to our operations, the operations of facilities or the land on which our facilities are located. In addition, such remediation liabilities can arise in connection with facility expansions, such as the expansion of our facility in Romania, where we are investigating and remediating lead contamination in soil. In addition, liability for contamination under certain environmental laws and regulations can be imposed on current or past owners or operators of a site without regard to fault. As such, we may be subject to these liabilities regardless of whether we lease or own the facility, and regardless of whether such environmental conditions were created by us or by a prior owner or tenant, or by a third party or a neighboring facility whose operations may have affected such facility or land. We cannot assure you that environmental conditions relating to our prior, existing or future or expanded sites or those of predecessor companies whose liabilities we may have assumed or acquired will not have a material adverse effect on our business.

Our employees may engage in misconduct or other improper activities, including non-compliance with regulatory standards and requirements.

We are exposed to the risk that our employees may engage in fraudulent conduct or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct or disclosure of unauthorized activities to us that violate the regulations of regulatory authorities, including those laws requiring the reporting of true, complete, and accurate information to such authorities; or laws that require the reporting of financial information or data accurately. We are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices.

We have a code of conduct applicable to all of our employees, but it is not always possible to identify and deter misconduct by employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. Our operations also involve third-party manufacturers, suppliers, wholesale partners and others, and if any of these third-party actors fail to comply with applicable laws, they may subject us to litigation or other reputational risks. See “—Risks Related to Our Distribution Network and Suppliers—The operations of our suppliers and third-party manufacturers are subject to additional risks that are beyond our control, including those that may result in significant disruptions in supply, and that could harm our business, financial condition and results of operations.” Additionally, we are subject to the risk that a person could allege such fraud or other misconduct, even if none occurred. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of civil, criminal and administrative penalties, damages, monetary fines, contractual damages, reputational harm, diminished profits and future earnings, and curtailment of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

There remain some uncertainties as to whether we will be required to obtain approvals from PRC authorities to list or remain listed on the U.S. exchanges and offer securities in the future, and if required, we cannot assure you that we will be able to obtain such approval.

Recently, the PRC government initiated a series of regulatory actions and statements to regulate business operations in certain areas, including increasing enforcement against illegal activities in the securities market, enhancing supervision over China-based companies listed overseas using variable interest entity structures, adopting new measures to conduct cybersecurity reviews, and expanding the efforts in anti-monopoly enforcement. For example, on December 28, 2021, the CAC and other PRC authorities promulgated the Cybersecurity Review Measures, which took effect on February 15, 2022. The Cybersecurity Review Measures provide that “a network platform operator” that possesses personal information of more than one million users and seeks a listing in a foreign country must apply for a cybersecurity review. Further, the relevant PRC governmental authorities may initiate a cybersecurity review against any company if they determine certain network products, services, or data processing activities of such company affect or may affect national security. As a network platform operator who possesses personal information of more than one million users for purposes of the Cybersecurity Review Measures, we have applied for and completed a cybersecurity review with respect to our initial public offering (“IPO”) pursuant to the Cybersecurity Review Measures.

On February 17, 2023, the CSRC promulgated the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (the “Trial Administrative Measures”) and five supporting guidelines (collectively, the “CSRC Filing Rules”), which came into effect on March 31, 2023. According to the CSRC Filing Rules, an issuer will be required to go through the filing procedures under the CSRC Filing Rules if the following criteria are met at the same time: (a) 50% or more of the issuer’s operating revenue, total profits, total assets or net assets as documented in its audited consolidated financial statements for the most recent accounting year are accounted for by PRC domestic companies, and (b) the main parts of the issuer’s business activities are conducted in mainland China, or its main places of business are located in mainland China, or the senior managers in charge of its business operation and management are mostly Chinese citizens or domiciled in mainland China. The CSRC Filing Rules also stated that the determination of whether it is applicable to the issuer will be done in accordance with the principle of “substance over form,” and that for issuers incorporated outside the PRC that do not meet criteria (a) and/or (b) in the preceding sentence, if the offering document includes major risk factors relating to mainland China, the lead underwriters and the issuer’s PRC counsel will be required to consider and analyze, in accordance with the principle of “substance over form,” whether the CSRC Filing Rules should apply. Furthermore, the CSRC Filing Rules provide a negative list of types of issuers banned from listing overseas, the issuers’ obligation to comply with national security measures and the personal data protection laws, and certain other matters such as the requirements that an issuer (i) file with the CSRC within three business days after it submits an application for initial public offering to the competent overseas regulator and (ii) file subsequent reports with the CSRC on material events, including change of control and voluntary or forced delisting, after its overseas offering and listing.

As advised by our PRC counsel, we are not required to obtain regulatory approval from the CSRC or go through the filing procedures under the CSRC Filing Rules before our ordinary shares can be listed or offered in the United States because (i) the main parts of our business activities are conducted outside mainland China, and our main places of business are located outside mainland China, and (ii) our senior managers in charge of our business operation and management are predominantly non-PRC citizens or not domiciled in mainland China. Nevertheless, as the CSRC Filing Rules are newly issued, there remains uncertainty as to how it will be interpreted or implemented. If the CSRC disagrees with our view on the applicability of the CSRC Filing Rules to our IPO in January 2024, we may face sanctions by the CSRC that could have a material and adverse effect on our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ordinary shares. Additionally, we cannot assure you that whether we will be subject to such filing requirements for our securities offering in the future, and if we do, we will be able to get clearance from the CSRC in a timely manner, or at all.

Since these rules, statements and regulatory actions are new, it is highly uncertain how soon the legislative or administrative regulation making bodies will respond and what existing or new laws or regulations or detailed implementations and interpretations will be modified or promulgated, if any. Changing regulatory requirements and any failure of us to fully comply with new regulatory requirements may significantly limit or completely hinder our ability to offer or continue to offer the ordinary shares, cause significant disruption to our business operations, severely damage our reputation, materially and adversely affect our financial condition and results of operations, and cause the ordinary shares to significantly decline in value or become worthless.

Risks Related to Our Intellectual Property and Information Technology

If we are unable to obtain, maintain, protect and enforce our intellectual property rights for the products we develop, or if the scope of our intellectual property protection is not sufficiently broad, others may be able to develop and commercialize products substantially similar to ours, and our business may be adversely affected.

Our intellectual property is an essential asset of our business. We rely on a combination of intellectual property laws, including patent, trademark, copyright, design and trade secret laws, in addition to confidentiality procedures and contractual provisions, to maintain, protect and enforce our rights in our brands, technologies, proprietary information and processes. Failure to adequately obtain, maintain, protect and enforce our intellectual property rights could result in our competitors offering similar products, potentially resulting in the loss of our competitive advantage and a decrease in our revenue, which would adversely affect our business prospects, financial condition and results of operations.

We rely on our trademarks, trade names and brand names to distinguish our products from those of our competitors, to market our brands, and to build and maintain brand loyalty and recognition, and we have registered or applied to register many of these trademarks. We cannot assure you that our trademark applications will be approved, and effective trademark protection may not be available or may not be sought in every country in which our products are marketed and sold. Similarly, not every variation of a domain name that incorporates one or more of our trademarks or trade names may be available to be registered, or may be registered by us, even if available. Our trademarks and trade names, whether or not registered, may be infringed, diluted, misappropriated, declared generic, determined to be dilutive or otherwise violated. The validity and enforceability of our trademarks may be challenged, and our trademark registrations could be cancelled or may lapse. In the event that our trademarks are successfully challenged, we could be forced to rebrand our products, which could result in loss of brand recognition and could require us to devote significant resources in advertising and marketing new brands. Further, competitors may adopt trademarks or trade names similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. In addition, there could be trade name or trademark infringement, misappropriation, dilution or violation claims brought against us by owners of other trademarks, including trademarks that incorporate variations of our registered or unregistered trademarks or trade names. We have in the past entered into, and may in the future enter into, trademark co-existence agreements to settle such claims. Such agreements may restrict the ways in which we are permitted to obtain, maintain, protect, enforce and use the relevant trademarks. Without adequate protection for our trademarks and trade names, we may not be able to build name recognition in our markets of interest and our business may be adversely affected.

Additionally, we rely on patent laws for the protection of our technologies and product designs. We plan to apply for, and expect to continue to apply for, additional patent protection for proprietary aspects of existing and new products and technologies. We cannot guarantee that our patent applications will be successful and result in issued patents. Even if issued, the patents may not be of sufficient scope to provide us with competitive advantages or may be of limited territorial reach. Furthermore, the issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and third parties may challenge the validity or enforceability of our patents. Such proceedings could include supplemental examination or contested post-grant proceedings such as review, reexamination, interference or derivation proceedings challenging our patent rights. If such challenges are successful, it could dissuade companies from collaborating with us to license, develop or commercialize current or future products, and we may also face increased competition to our business, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Certain of our patents are due to expire in the near future, which may reduce or eliminate our competitive advantage in the jurisdictions in which these patents are expiring. Additionally, obtaining and maintaining patents can be time-consuming and expensive, and accordingly we do not seek patent protection in every jurisdiction in the world, and may not obtain certain of our patents in all of our key markets. As a result, our patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours. It is also possible that third parties, including our competitors, may obtain patents relating to products or technologies that overlap or compete with our technology. If third parties obtain patent protection with respect to such products or technologies, they may assert that our technology infringes their patents and seek to charge us a licensing fee or otherwise preclude the use of certain of our designs or technologies.

We also rely on agreements under which we contract to own, or license the rights to use, intellectual property developed by employees, contractors and other third parties, and to maintain the confidentiality of, and control access to and the use and disclosure of, certain trade secrets and other proprietary information to preserve our position in the market. We employ various methods to protect such intellectual property, such as entering into intellectual property assignment agreements, confidentiality agreements and non-compete agreements, as applicable, with certain employees, contractors, consultants, advisors and collaborators. However, we may fail to enter into such agreements with all relevant parties or such agreements may not be self-executing, and we may be subject to claims that such parties have misappropriated the trade secrets or other intellectual property or proprietary information of their former employers or other third parties. In addition, such agreements may be breached or rendered unenforceable by changes in applicable law. Thus, our efforts may not be effective in controlling access to our proprietary information, and we may not be able to prevent all unauthorized use and disclosure of our trade secrets and other proprietary information, and under trade secret law, we have no protection against third parties who independently develop the same or similar technology. Depending on the parties involved in a breach of any such agreement, the available remedies may not provide adequate compensation for the value of the proprietary information disclosed to a third party. If we are unable to maintain the proprietary nature of our technologies, we could be materially adversely impacted in our ability to establish or maintain a competitive advantage in the market. Furthermore, even if we successfully maintain the confidentiality of our trade secrets and other proprietary information, competitors may independently develop products or technologies that are substantially similar or superior to our own.

Intellectual property rights in certain elements of our products and manufacturing technology are owned or controlled by our suppliers and are generally not unique to us. As a result, our current and future competitors may be able to manufacture and sell products with performance characteristics, designs and styling similar to our products. If our competitors sell products similar to ours at lower prices, our financial results could suffer. In addition, if any third party copies or imitates our products in a manner that affects our wholesale partners' or consumer perception of the quality of our products, our reputation and sales could suffer whether or not they violate our intellectual property rights.

We also may be forced to bring claims against third parties to determine the ownership of what we regard as our intellectual property or to enforce our intellectual property against its infringement, misappropriation, dilution or other violations by third parties. However, the measures we take to protect our intellectual property from unauthorized use by others may not be effective and there can be no assurance that our intellectual property rights will be sufficient to protect against others offering products that are substantially similar or superior to ours and that compete with our business. If we bring a claim to enforce our intellectual property, the defendant could claim that our asserted intellectual property is invalid or unenforceable and, if that defense is successful, we could lose valuable intellectual property rights. The outcomes of such intellectual property-related proceedings are often unpredictable. In addition, even if we are successful in enforcing our intellectual property against third parties, the damages or other remedies awarded, if any, may not be commercially meaningful. Regardless of whether any such proceedings are resolved in our favor, such proceedings could cause us to incur significant expenses and could distract our personnel from their normal responsibilities. In addition, if the strength of our intellectual property portfolio is threatened, regardless of the outcome, it could dissuade others from collaborating with us to license intellectual property, or develop or commercialize current or future products. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Effective intellectual property protection is expensive to develop and maintain, both in terms of initial and ongoing prosecution and maintenance requirements and the costs of defending our rights. Furthermore, monitoring the unauthorized use of our intellectual property is difficult and costly. From time to time, we seek to analyze our competitors' products, and may in the future seek to enforce our rights against potential infringement, misappropriation, dilution or other violation. However, the steps we take to protect our intellectual property rights may not be adequate to prevent the infringement, misappropriation, dilution or other violation of our intellectual property. We may not be able to detect the unauthorized use of, or take appropriate steps to enforce, our intellectual property rights, or pursue all counterfeiters who may seek to benefit from our brand. Any inability to meaningfully protect our intellectual property rights could result in harm to our ability to compete and reduce demand for our products. Moreover, our failure to develop and properly manage new intellectual property could adversely affect our market positions and business opportunities.

The global footprint of our product offerings exposes us to additional intellectual property challenges. Patent, trademark, trade secret and other intellectual property laws vary significantly throughout the world. The legal systems of certain countries, particularly certain developing countries, do not protect intellectual property rights to the same extent as they are protected in the United States. Proceedings to enforce our intellectual property rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our intellectual property rights at risk of being invalidated or interpreted narrowly and our intellectual property applications at risk of not issuing and could provoke third parties to assert claims against us. It may therefore be difficult for us to successfully challenge the infringement, misappropriation, dilution or other violation of our intellectual property by other parties in these other countries, which could diminish the value of our brand and cause our competitive position and growth to suffer.

Third parties may initiate legal proceedings alleging that we are infringing, misappropriating or otherwise violating their intellectual property rights, the outcome of which would be uncertain and could have a material adverse effect on our business, financial condition and results of operations.

Companies, organizations or individuals, including our competitors, may currently hold, or obtain in the future, patents, trademarks or other intellectual property rights that could prevent or limit our ability to make, use, develop, sell or market certain of our products, which could make it more difficult for us to operate our business. As we face increasing competition, the possibility of claims of intellectual property infringement, misappropriation, dilution or other violation made by third parties against us grows. While we try to avoid infringing the rights of others, we may unknowingly do so. For example, we may not be aware of existing patents or patent applications that could be pertinent to our business. Any claim or litigation alleging that we have infringed, misappropriated or otherwise violated intellectual property rights of third parties, with or without merit, and whether or not settled out of court or determined in our favor, could be time-consuming and costly to defend and resolve, and could divert the time and attention of our management and technical personnel. While some claims may be made by third parties seeking to obtain a competitive advantage, other claims may be brought for the sole purpose of revenue generation, including by non-practicing entities or individuals with no relevant product sales. It may be more difficult to defend against such claims, as we cannot deter such claims by threatening to assert our own intellectual property portfolio in response. Additionally, some third parties have substantially greater human and financial resources than we do and are able to sustain the costs and workload of complex intellectual property litigation to a greater degree and for longer periods of time than we could. The outcome of any litigation is inherently uncertain, and there can be no assurances that favorable final outcomes will be obtained in all cases. In addition, third parties may seek, and we may become subject to, preliminary or provisional rulings in the course of any such litigation, including potential preliminary injunctions requiring us to change our products or even cease the commercialization of our products entirely.

We may decide to settle such lawsuits and disputes on terms that are unfavorable to us. The terms of such a settlement or judgment may require us to cease some or all of our operations or pay substantial amounts to the other party. Similarly, if any litigation to which we are a party is resolved adversely, we may be subject to an unfavorable judgment, including being subject to an injunction and being required to pay substantial monetary damages, including treble damages and attorneys' fees, if we are found to have willfully infringed a party's intellectual property rights. Even if we have an agreement to indemnify us against such costs, the indemnifying party may be unable or unwilling to uphold its contractual obligations. Further, our liability insurance may not cover potential claims of this type adequately or at all. In addition, we may have to seek a license to continue practices found to be in violation of a third party's rights. If we are required or choose to enter into royalty or licensing arrangements, such arrangements may not be available on reasonable terms, or at all, and may significantly increase our operating costs and expenses. Such arrangements may also only be available on a non-exclusive basis, such that third parties, including our competitors, could have access to use the same intellectual property to compete with us. We may also have to redesign our products so they do not infringe, misappropriate or otherwise violate third-party intellectual property rights, which may not be possible or may require substantial monetary expenditures and time, during which our products may not be available for commercialization or use. If we cannot redesign our products in a non-infringing manner or obtain a license for any allegedly infringing aspect of our business, we would be forced to limit our products and may be unable to compete effectively.

In addition, in any intellectual property proceeding against us or that we assert against a third party, there could be public announcements of the results of hearings, motions or other interim proceedings or developments, and if securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of our ordinary shares. Such litigation or proceedings could substantially increase our expenses and reduce the resources available for development activities or any future sales, marketing or distribution activities. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. Any of the foregoing, and any unfavorable resolution of such disputes and litigation, could have an adverse effect on our business, financial condition, results of operations and prospects.

We license certain of our intellectual property rights to others. If we fail to adequately monitor our licensees' compliance with our license agreements, our intellectual property rights may be subject to cancellation, loss of rights, or diminution in value, and we may be subject to third-party claims of intellectual property infringement, misappropriation, dilution and other violation with respect to products designed and manufactured by our licensees.

We license certain of our intellectual property rights to others, including on an exclusive basis or pursuant to certain franchise arrangements. Such agreements provide our licensees with rights to our intellectual property and contain provisions requiring our licensees to comply with certain standards to be monitored by us. Our failure to adequately monitor our licensees' compliance with these standards, or to take appropriate corrective action when necessary, may subject our intellectual property to cancellation, loss of rights, or diminution in value. In addition, the licensing of any of our intellectual property could result in a potential misuse of such intellectual property. There can be no assurance that third parties will comply with their contractual requirements or that they will use our licensed intellectual property in an appropriate manner. Any misuse by a third party of intellectual property related to our trademarks or brands could lead to a negative perception of our brands by current and potential licensees, joint venture partners or consumers, and could adversely affect our ability to develop our brands and meet our strategic goals, which, in turn, could decrease our potential revenue.

As a licensor of intellectual property, we may be named as a defendant in lawsuits related to products designed or manufactured by our licensees. In most cases, our licensees are obligated to defend and indemnify us and our affiliates with respect to such litigation, but such indemnifying parties may be unable or unwilling to uphold their contractual obligations. We also may be required to indemnify certain of our licensees or wholesale partners for claims of intellectual property infringement, misappropriation, dilution or other violation brought against them. While we maintain insurance for certain risks, it is not possible to obtain insurance to protect against all possible liabilities, and we have no assurances that such insurance will continue to be available on commercially reasonable terms, or at all, or that our insurer will not deny coverage of a claim. Any litigation has an element of uncertainty and if any such litigation were to be adversely determined, if a licensee were to fail to properly indemnify us, if we must indemnify a licensee or wholesale partner, and/or if we did not have appropriate insurance coverage or if our insurer denied coverage, such litigation could affect our financial position and liquidity. Further, any adverse determination could damage our reputation or otherwise adversely impact the value of or goodwill associated with our relevant brands.

We license intellectual property rights from third parties, including our brand ambassadors and league partners. If we fail to comply with our obligations in any current or future agreements under which we license intellectual property rights from third parties or otherwise experience disruptions to our business relationships with our licensors, we could lose licensed rights that are important to our business.

We are, and may become, party to license agreements, including endorsement agreements, with third parties to obtain the rights to certain intellectual property, technologies and products, or to allow commercialization or promotion of our own products. Such agreements may impose numerous obligations, such as development, payment, royalty, sublicensing, insurance, enforcement and other obligations on us in order to maintain the licenses. In spite of our best efforts, our licensors might conclude that we have materially breached such license agreements and might therefore terminate such license agreements, thereby removing or limiting our ability to use certain brands or develop and commercialize products covered by such license agreements. For example, we license certain intellectual property rights from the National Basketball Association, the National Football League, the National Collegiate Athletics Association, other sports leagues and organizations, universities, athletes and influencers, among others, for use in connection with our products. If our license agreements or endorsement agreements with any one of these organizations, athletes or influencers were to terminate for any reason, we would be required to cease the development, advertisement, promotion and sale of certain of our products bearing such licensed intellectual property or modify the affected products or marketing materials to remove such licensed intellectual property. The foregoing could have a material adverse effect on our sales, profitability or financial condition.

Disputes also may arise between us and our licensors regarding the intellectual property licensed to us under any license agreement, including disputes related to:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- our compliance with reporting, financial or other obligations under the license agreement;
- the amounts of royalties or other payments due under the license agreement;

- whether and the extent to which we infringe, misappropriate or otherwise violate intellectual property rights of the licensor that are not subject to the license agreement;
- our right to sublicense applicable rights to third parties;
- our right to transfer or assign the license; and
- the ownership of intellectual property and know-how resulting from the joint creation or use of intellectual property by our licensors and us and our partners.

If we do not prevail in such disputes, we may lose any or all of our rights under such license agreements, experience significant delays in the development and commercialization of our products and technologies or incur liability for damages, any of which could have a material adverse effect on our business prospects, financial condition and results of operations.

Our business may suffer if our licensors fail to abide by the terms of our license agreements, if our licensors fail to enforce licensed intellectual property against infringing third parties, if the intellectual property rights licensed to us are found to be invalid or unenforceable, or if we are generally unable to enter into necessary licenses on acceptable terms or at all. In addition, we may seek to obtain additional licenses from our licensors, and, in connection with obtaining such licenses, we may agree to amend our existing licenses in a manner that may be more favorable to the applicable licensor, including by agreeing to terms that could enable third parties, including our competitors, to receive licenses to a portion of the intellectual property that is subject to our existing licenses and to compete with our products. Our licensors may be free to exploit any rights that are licensed to us on a non-exclusive basis for themselves or to license such intellectual property to third parties, including our competitors, on terms that may be superior to those offered to us, which could place us at a competitive disadvantage. Furthermore, the agreements under which we may license intellectual property from third parties are likely to be complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property, or increase what we believe to be our financial or other obligations under the relevant agreements, either of which could have a material adverse effect on our sales, business, financial condition or results of operations.

A security breach or other disruption to our IT Systems could result in the loss, theft, misuse, unauthorized disclosure, or unauthorized access of wholesale partner, consumer, supplier, or sensitive company information or could disrupt our operations, which could damage our relationships with wholesale partners, consumers, suppliers or employees, expose us to litigation or regulatory proceedings, or harm our reputation, any of which could materially adversely affect our business, financial condition or results of operations.

Our business involves the storage and transmission of a significant amount of personal, confidential, and sensitive information, including the personal information of our consumers and employees, information relating to consumer preferences, and our proprietary financial, operational and strategic information. The protection of this information is vitally important to us as the loss, theft, misuse or unauthorized disclosure of, access to or other processing of such information could lead to significant reputational or competitive harm, result in litigation involving us or our business partners, expose us to regulatory proceedings, and cause us to incur substantial liabilities, fines, penalties, or expenses. As a result, we believe our future success and growth depends, in part, on the ability of our key business processes and systems, including our IT and global communication systems, to prevent the theft, loss, misuse or unauthorized disclosure of, access to or other processing of this personal, confidential, and sensitive information, and to respond quickly and effectively if any such security incidents do occur.

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The frequency, intensity, and sophistication of cyberattacks, ransomware attacks, and other security incidents, including personal information breaches, has significantly increased in recent years and it is expected that these trends will continue. As with many other businesses, we have experienced, and are continually at risk of being subject to, such attacks and incidents. Due to the increased risk of these types of attacks and incidents, we expend significant resources on IT Systems and security tools, measures, and processes designed to protect our IT Systems, as well as the personal, confidential, or sensitive information stored on or transmitted through those systems, and to ensure an effective response to any cyberattack or security incident. Despite the implementation of preventative and detective security controls, our IT Systems are vulnerable to damage or interruption from a variety of sources, including telecommunications or network failures or interruptions, system malfunction, natural disasters, epidemics, malicious human acts, terrorism and war. Our IT Systems are also vulnerable to physical or electronic break-ins, security breaches from inadvertent or intentional actions by our employees, third-party service providers, contractors, consultants, business partners, and/or other third parties, from cyberattacks by malicious third parties (including the deployment of harmful malware, ransomware, denial-of-service attacks, social engineering, password spraying, credential stuffing, phishing, and other means to affect service reliability and threaten the confidentiality, integrity, and availability of information), or other security incidents. These risks may be exacerbated in the remote work environment. Additionally, due to the recent Russia-Ukraine conflict, there have been publicized threats to increase hacking activity against the critical infrastructure of any nation or organization that is supportive of Ukraine. Because the techniques used to obtain unauthorized access to IT Systems are constantly evolving and becoming more sophisticated (including by threat actors' increasing use of artificial intelligence), may not be recognized until launched, and can originate from a wide variety of sources, including outside groups such as external service providers, organized crime affiliates, terrorist organizations, hostile foreign governments or agencies, or state-sponsored actors, we may be unable to anticipate all types of security threats or implement adequate preventive measures in response. Our ability to effectively manage and maintain our inventory and to ship products to wholesale partners and consumers on a timely basis depends significantly on the reliability of our IT Systems. We also use these systems to process financial information and results of operations for internal reporting purposes and to comply with regulatory financial reporting, legal and tax requirements. As such, any of the foregoing could have a materially adverse effect on our business, financial condition and results of operation.

Cyberattacks or security incidents could remain undetected for an extended period, which could potentially result in significant harm to our IT Systems, as well as unauthorized access to the information stored on and transmitted by our IT Systems. Even when a security breach is detected, the full extent of the breach may not be determined immediately. The costs to us to mitigate cyberattacks and security incidents could be significant and, while we have implemented security measures to protect our IT Systems, our efforts to address these problems may not be successful. Further, despite our security efforts and training, our employees may purposefully or inadvertently cause security breaches that could harm our IT Systems or result in the unauthorized disclosure of or access to information. Any measures we do take to prevent security breaches, whether caused by employees or third parties, have the potential to limit our ability to complete sales or ship products to our wholesale partners and consumers, harm relationships with our suppliers, or restrict our ability to meet our consumers' expectations with respect to their online or retail shopping experience. A cyberattack or other security incident could result in the significant and protracted disruption of our business such that:

- critical business systems become inoperable or require a significant amount of time or cost to restore;
- key personnel are unable to perform their duties or communicate with employees, consumers or third-party partners;
- it results in the loss, theft, misuse, unauthorized disclosure or unauthorized access of wholesale partner, consumer, supplier or company information;
- we are prevented from accessing information necessary to conduct our business;
- we are required to make unanticipated investments in equipment, technology or security measures;
- consumers cannot access our e-commerce websites and consumer orders may not be received or fulfilled;
- we become subject to return fraud schemes, reselling schemes and imposter websites schemes; or
- we become subject to other unanticipated liabilities, costs or claims.

If any of these events were to occur, it could have a material adverse effect on our financial condition and results of operations and result in harm to our reputation. Furthermore, although we currently maintain disaster recovery and business continuity plans to address such disruptions, we may not be able to adequately continue our business or return to operability within a reasonable period of time in the case of such an occurrence. Recovery of our IT Systems may be additionally hampered where we have outsourced the operation of IT Systems and information storage to third parties.

A security breach that results in the unauthorized disclosure of personal information could also expose us to liability under various laws and regulations across jurisdictions and increase the risk of litigation and governmental or regulatory investigation. Due to concerns about information security and integrity, a growing number of legislative and regulatory bodies have adopted breach notification and other requirements in the event that information subject to such laws is accessed by unauthorized persons and additional regulations regarding security of such information are possible. We are subject to an increasing number of reporting obligations, including, in some jurisdictions, an obligation to disclose our processes for assessing, identifying and managing material risks from cybersecurity threats, and we have had to, and may in the future need to, notify governmental authorities, affected individuals and other third parties with respect to cybersecurity incidents. For example, laws in the European Economic Area (the “EEA”), the UK and all 50 U.S. states may require businesses to provide notice to individuals whose personal information has been disclosed as a result of an information security breach. Some laws impose specific data breach reporting obligations if special categories of personal information that we process, such as health data, is disclosed as a result of an information security breach. Complying with such numerous and complex regulations in the event of an information security breach would be expensive and difficult, and failure to comply with these regulations could subject us to regulatory scrutiny, sanctions and additional liability. We may also be contractually required to notify business partners of a security incident. Regardless of our contractual protections, any actual or perceived security incident, or breach of our legal or contractual obligations, could harm our reputation and brand, expose us to potential liability or require us to expend significant resources on information security and in responding to any such actual or perceived incident.

In addition, if a cyberattack or other security incident results in the loss, theft, misuse, or unauthorized disclosure of, access to or other processing of personal, confidential, or sensitive information belonging to our wholesale partners, consumers, suppliers, or employees, it could put us at a competitive disadvantage, result in the deterioration of our wholesale partners’ and consumers’ confidence in our brand, cause our suppliers to reconsider their relationship with our company or impose more onerous contractual provisions on us and subject us to potential litigation (including class action), liability, fines and penalties. For more information regarding risks related to data privacy and security, see “—Risks Related to Our Intellectual Property and Information Technology—We are subject to various laws, rules, regulations and guidelines relating to data privacy and security governing the use and processing of personal information. Changes in such laws, rules, regulations and guidelines, or any actual or perceived failure by us to comply with such laws, rules, regulations, guidelines or contractual or other obligations relating to data privacy and security, could lead to government enforcement actions (which could include administrative fines, civil or criminal penalties, suspension of processing activities and audits), private litigation or adverse publicity, any of which could have a material adverse effect on our reputation, results of operations, financial condition and cash flows.”

We are also reliant on the security practices of our third-party service providers, which may be outside of our direct control. These third parties, and the services provided by these third parties, which may include cloud-based services, are subject to the same risk of experiencing, and have experienced, outages, other failures and security breaches described above. IT Systems provided by third parties on which we rely also may be difficult to integrate with other tools due to their complexity, resulting in high data inconsistency and incompatibility. If these third parties fail to adhere to adequate security practices, or experience a breach of their systems, the information of our employees, wholesale partners, consumers and business associates may be improperly accessed, used, disclosed or otherwise processed, and we may potentially be held liable, or alleged to be liable, under certain laws or contractual obligations for the acts or omissions of our third-party providers. In addition, our providers may have broad discretion to change and interpret the terms of service and other policies with respect to us, and those actions may be unfavorable to our business operations. Our providers also may take actions beyond our control that could harm our business, including discontinuing or limiting our access to one or more services, increasing pricing terms, terminating or seeking to terminate our contractual relationship altogether, or altering how we are able to process information in a way that is unfavorable or costly to us. Although we expect that we could obtain similar services from other third parties, if our arrangements with our current providers were terminated, we could experience interruptions in our business, as well as delays and additional expenses in arranging for alternative services. Any loss or interruption to our IT Systems or the services provided by third parties could adversely affect our business, financial condition and results of operations.

We do not currently maintain cybersecurity insurance, and therefore the successful assertion of one or more large claims against us in connection with a breach or other cybersecurity-related matter could adversely affect our business and financial condition.

We rely on a large number of complex IT Systems. Any failure to operate, maintain and upgrade our IT Systems may materially and adversely affect our operations.

It is critical to our success that wholesale partners and consumers and potential new consumers within the countries we operate in are able to access our online services at all times. We operate on a combination of shared and individual, central or local IT Systems, including cloud-based infrastructure, and related solutions. Any failure of either central or local IT Systems and functions may disrupt the efficiency and functioning of all our operations. Updates or changes in the software or hardware technology may lead to failures of communication between our platforms and consumers in the course of the order transmission or other processes. We therefore rely on a large number of IT Systems, as well as local network and internet coverage, to manage the entire process, from the placing of and payment for orders online by consumers to the receipt of and confirmation of those orders by our backend systems, which creates significant complexity and negatively affects our ability to scale our business and realize cost savings.

We have made substantial investments into the development of our IT Systems, which form the backbone of our business operations. Due to the complexity of these IT Systems, we cannot rule out that they may cause or contribute to failures in the order transmission process or may prove less efficient than anticipated. In addition, a failure of any individual network carrier, IT System or IT provider would impact our ability to accurately predict the level of demand for our products, receive and transmit orders or to accept payment for orders. The efficient operation and scalability of our own IT Systems and the third-party IT Systems on which we rely is therefore critical to maintain operations and decision-making processes. We are currently in the process of upgrading our global SAP enterprise resource planning system across all our brands and may face risks related thereto, including an increased risk of cyberattacks or other security breaches. Furthermore, the continued operation and development of our IT Systems depends in part on the continued service of high-quality employees. The loss of the services of such key individuals could harm our ability to maintain our IT Systems, which could materially and adversely affect our operations.

It may become increasingly difficult to maintain and improve the availability of our platform, especially during peak usage times and as consumer traffic increases. If our online marketplace is unavailable when users attempt to access it or does not load as quickly as consumers expect, they may seek other services, and may not return to our online marketplace as often in the future, or at all. This would harm our ability to attract consumers and decrease the frequency with which consumers use our online marketplace. We expect to continue to make significant investments to maintain and improve the availability of our online marketplace and to enable rapid releases of new products. To the extent that we do not effectively address capacity constraints, respond adequately to service disruptions, upgrade our systems as needed or continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business and results of operations would be harmed. We have previously experienced service disruptions, and in the future, we may experience further service disruptions, outages, or other performance problems due to a variety of factors, including infrastructure changes, human or software errors and capacity constraints due to an overwhelming number of users accessing our platform simultaneously. In some instances, we may not be able to identify the cause or causes of these performance problems within an acceptable period of time. For more information regarding risks related to our IT Systems, see “—Risks Related to Our Intellectual Property and Information Technology—A security breach or other disruption to our IT Systems could result in the loss, theft, misuse, unauthorized disclosure, or unauthorized access of wholesale partner, consumer, supplier, or sensitive company information or could disrupt our operations, which could damage our relationships with wholesale partners, consumers, suppliers or employees, expose us to litigation or regulatory proceedings, or harm our reputation, any of which could materially adversely affect our business, financial condition or results of operations.”

We are subject to various laws, rules, regulations and guidelines relating to data privacy and security governing the use and processing of personal information. Changes in such laws, rules, regulations and guidelines, or any actual or perceived failure by us to comply with such laws, rules, regulations, guidelines or contractual or other obligations relating to data privacy and security, could lead to government enforcement actions (which could include administrative fines, civil or criminal penalties, suspension of processing activities and audits), private litigation or adverse publicity, any of which could have a material adverse effect on our reputation, results of operations, financial condition and cash flows.

We are, and may increasingly become, subject to various laws, directives, industry standards, rules and regulations, as well as contractual obligations, related to data privacy and security in the jurisdictions in which we operate. We collect, maintain, use and otherwise process information, including personal information, available to us through online activities and other consumer interactions in our business as well as from individuals in other circumstances, such as employee and business contacts, and certain of our marketing practices rely upon e-mail, cookies, tracking technologies and other e-marketing technologies to communicate with consumers. Our current and future marketing programs may depend on our ability to collect, maintain, use and otherwise process this information, and our ability to do so is subject to evolving U.S. and other international laws and enforcement trends, including in the EEA and UK where European court and regulatory decisions are driving increased attention to cookies and tracking technologies.

The regulatory environment related to data privacy and security is increasingly rigorous, with new and constantly changing requirements applicable to our business, and is likely to remain uncertain for the foreseeable future. These laws, rules and regulations may be interpreted and applied differently over time and from jurisdiction to jurisdiction, and it is possible that they will be interpreted and applied in ways that may have a material adverse effect on our results of operations, financial condition and cash flows. If applicable data privacy and marketing laws become more restrictive at the international, federal or state levels, our compliance and other costs may increase, our ability to effectively engage consumers through personalized marketing may decrease and the effectiveness of our marketing may be limited, our investment in our e-commerce platform may not be fully realized or our systems may require significant changes, our opportunities for growth may be curtailed by our compliance burden, our margins may be adversely affected and our potential reputational harm or liability for security breaches or compliance violations may increase. Moreover, in light of the complex and evolving nature of privacy laws, including relating to certain categories of data (e.g., biometric and health data) and cookies and tracking technologies (including those in the EEA and the UK), there can be no assurances that we will be successful in our efforts to comply with such laws and associated regulatory expectations. Violations of such laws and associated regulatory expectations could result in regulatory investigations, fines, orders to cease or change our use of such technologies, as well as civil claims including class actions, and reputational damage.

In the United States, various federal and state regulators, including governmental agencies like the Federal Trade Commission, have adopted, or are considering adopting, laws, rules and regulations concerning personal information and information security and have prioritized privacy and information security violations for enforcement actions. Certain state laws may be more stringent or broader in scope, or offer greater individual rights, with respect to personal information than federal, international or other state laws, and such laws may differ from each other, all of which may complicate compliance efforts. For example, the California Consumer Privacy Act, as amended by the California Privacy Rights Act (“CPRA,” and collectively, “CCPA”), and several other state laws, which introduce new data protection and privacy rights, require covered companies to provide new disclosures, and in some cases introduce a private right of action for certain data breaches. State laws are changing rapidly and there is discussion in Congress of a new comprehensive federal data protection law to which we would become subject if it is enacted, which may add additional complexity, variation in requirements, restrictions and potential legal risks, require additional investment of resources in compliance programs, impact strategies and the availability of previously useful data, and could result in increased compliance costs or changes in business practices and policies.

We are also subject to international laws, rules, regulations and standards in many jurisdictions, which apply broadly to the collection, use, retention, security, disclosure, transfer and other processing of personal information. For example, in the EEA, we are subject to the European Union General Data Protection Regulation (“EU GDPR”), and, following the UK’s exit from the EU, we are subject in the UK to the UK General Data Protection Regulation and the UK Data Protection Act 2018 (“UK GDPR”), which currently imposes the same obligations as the EU GDPR in most material respects. However, the UK GDPR will not automatically incorporate future changes to be made to the EU GDPR (such changes would need to be specifically incorporated by the UK government), which creates a risk of divergent parallel regimes and related uncertainty. The EU GDPR and UK GDPR also impose strict rules on the transfer of personal information to countries outside of the EEA and the UK. As the enforcement landscape develops, and supervisory authorities issue further guidance on international data transfers, we could suffer additional costs, complaints and/or regulatory investigations or fines, we may have to make certain operational changes, we have had to and will have to implement revised transfer mechanisms for intragroup, customer and vendor arrangements within required time frames, the manner in which we provide our products could be affected, and it could adversely affect our business, operations and financial condition.

We are subject to evolving data privacy and security laws, rules and regulations in the PRC, particularly the Cybersecurity Law (“CSL”), the Data Security Law (“DSL”), and the Personal Information Protection Law (“PIPL”), along with their implementing regulations and standards. These laws require that any collection, use, transfer, and storage of personal information follow the three principles of legitimacy, justification, and necessity. Consent from the data subject is required, unless there are other legal bases for processing. Furthermore, operators of critical information infrastructure (“CIIOs”) and personal information handlers must locally store personal information and important data generated within the PRC, if it exceeds a certain threshold defined by relevant authorities. The CSL, DSL, and PIPL also specify rules for transferring personal information and important data outside the PRC. Compliance with security assessments or certifications by designated agencies or entering into approved standard contracts with overseas recipients are among the requirements for such transfers.

In addition to the CSL, the DSL and the PIPL, the relevant government authorities of the PRC promulgated several regulations or released a number of draft regulations for public comments which are designed to provide further implemental guidance in accordance with the laws mentioned above. We cannot predict what impact the new laws and regulations or the increased costs of compliance, if any, will have on our operations in the PRC, in particular the CSL, DSL or PIPL, or the increased costs of compliance, if any, will have on our operations in the PRC due to their recent enactment and the limited guidance available, particularly on PIPL, which entities are awaiting further guidance on, particularly on the scope of data localization requirement. It is also generally unclear how the laws will be interpreted and enforced in practice by the relevant government authorities as often, the abovementioned laws are drafted broadly and thus leave great discretion to the relevant government authorities to exercise.

We post our privacy policy and practices concerning our collection, use, retention, security, disclosure, transfer and other processing of personal information on our websites and provide similar policies to our employees. Although we endeavor to comply with legal obligations and our public statements and documentation, we may at times fail to do so or be alleged to have failed to do so. The publication of our privacy policies and other statements that provide promises and assurances about privacy and information security can subject us to potential government or legal action if they are found to be deceptive, unfair or misrepresentative of our actual practices.

In addition, we are subject to the Payment Card Industry Data Security Standard (“PCI DSS”). PCI DSS is a specific set of comprehensive security standards imposed by payment card networks on companies that process credit card information, related to enhancing payment account information security, including, but not limited to, requirements for security management, policies, procedures and standards related to network architecture, software design and certification requirements. PCI DSS compliance is required in order to maintain credit card processing services and to provide our payment facilitation services. Additionally, we are also required to comply with payment card network operating rules, which are set and interpreted by the payment card networks. Payment card networks could adopt new operating rules or interpret or reinterpret existing rules in ways that might prohibit us from providing certain services to some consumers, be costly to implement, or difficult to follow. Moreover, compliance with PCI DSS does not guarantee a completely secure environment and, notwithstanding the results of a compliance assessment, there can be no assurance that payment card networks will not request further compliance assessments or set forth additional requirements binding on us to maintain access to credit card processing services. Compliance is an ongoing effort and the requirements evolve as new threats are identified. In the event that we were to lose PCI DSS compliance status (or fail to renew compliance under a future version of the PCI DSS), or if our information security systems are breached or compromised, we may be liable for card-issuing banks’ and our third-party payments processors’ costs, subject to fines and higher transaction fees, and lose our ability to accept credit and debit card payments from our consumers, process electronic funds transfers or facilitate other types of online payments, and our business, financial condition and results of operations could be materially and adversely affected.

All of these evolving compliance and operational requirements impose significant costs on us, such as costs related to organizational changes, implementing additional protection technologies, training associates and engaging consultants, which are likely to increase over time. Such requirements may require us to modify our data processing practices and policies, distract management or divert resources from other initiatives and projects, all of which could have a material adverse effect on our results of operations, financial condition and cash flows. Any failure or perceived failure by us to comply with any applicable federal, state or similar foreign laws, rules, regulations and guidelines relating to data privacy and security could result in damage to our reputation and our relationship with our wholesale partners and consumers, as well as proceedings or litigation by governmental agencies, wholesale partners or consumers, including class action privacy litigation in certain jurisdictions, which could subject us to significant fines, sanctions, awards, penalties, corrective measures or judgments, any of which could result in costly investigations and litigation, civil or criminal penalties (including against officers), operational changes, and negative publicity that could adversely affect our reputation, as well as our results of operations and financial condition.

Risks Related to Financial, Accounting and Tax Matters

We plan to primarily use cash from operations to finance our growth strategy, but may need to raise additional capital that may be required to grow our business, which we may not be able to raise on terms acceptable to us or at all.

While we intend to primarily finance our growth through the cash flows generated by our operations, we may need to seek additional capital, potentially through debt or equity financings, to fund our growth. Our ability to obtain additional capital, if and when required, will depend on our business plans, investor demand, our operating performance, market conditions, our credit rating and other factors. We cannot assure you that we will be able to raise needed cash on terms acceptable to us or at all. Failure to secure any necessary financing, including any refinancing of existing indebtedness, in a timely manner in our preferred currency, or on favorable terms could have a material adverse effect on our growth strategy. Financings may be on terms that are dilutive or potentially dilutive to our shareholders, and the prices at which new investors would be willing to purchase our securities may be lower than the price per share of our ordinary shares. The holders of any new securities may also have rights, preferences or privileges which are senior to those of existing holders of ordinary shares. If we raise additional capital through the sale of equity or convertible debt securities, you and our existing shareholders may experience substantial dilution, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a holder of our ordinary shares. If new sources of financing are required, but are insufficient or unavailable, we may be required to modify our growth and operating plans based on available funding, if any, which would harm our profitability, business, results of operation and financial condition.

Our existing and any future indebtedness could adversely affect our ability to operate our business.

As of February 29, 2024, we had \$2.1 billion aggregate principal amount of outstanding indebtedness. In February 2024, we entered into a new credit agreement, under which we established a new \$500 million USD term loan facility, a new €700 million EURO term loan facility, and a \$710 million new revolving credit facility (together, the “New Senior Secured Credit Facilities”) and issued \$800 million of 6.750% new senior secured notes. We used the proceeds of such offering, together with the New Senior Secured Credit Facilities, to fund the repayment in full of our outstanding borrowings under our existing Senior Credit Facilities, which were subsequently terminated. Our New Senior Secured Credit Facilities are secured by liens on our and certain of our subsidiaries’ assets. We may incur additional long-term debt and working capital lines of credit to meet future financing needs, subject to certain restrictions and prohibitions under the agreements governing our indebtedness which would increase our total debt. This additional debt may be substantial and some of this indebtedness may be secured.

Our existing indebtedness has had, and any future indebtedness could have, important consequences, including financial covenants and restrictions on:

- incurrence of indebtedness;
- granting loans, guarantees or security interests;
- disposing of assets; and
- making or entering into acquisitions, joint ventures or mergers.

The New Senior Secured Credit Facilities contain certain financial covenants that require the Company to, if, as of the last day of each fiscal quarter of the Company, commencing with the last day of the first full fiscal quarter after the Issue Date for so long as any indebtedness under the New Revolving Credit Facility remains outstanding, maintain (i) a maximum first lien net leverage ratio of not greater than 5.00:1.00 and (ii) a minimum interest coverage ratio of not less than 2.00:1.00, which shall increase to 2.25:1.00 as of the fiscal quarter ending December 31, 2025 and shall further increase to 2.50:1.00 as of the fiscal quarter ending December 31, 2026. The financial covenant contains a customary term loan facility standstill and customary cure rights.

In addition, our borrowings under our New Senior Secured Credit Facilities have Euro Interbank Offered Rate (“EURIBOR”)-based and/or Secured Overnight Financing Rate (“SOFR”)-based interest rates. SOFR is a relatively new reference rate, has a very limited history and is based on short-term repurchase agreements, backed by Treasury securities. Changes in SOFR and EURIBOR can be volatile and difficult to predict. As a result, the amount of interest we may pay on our New Senior Secured Credit Facilities is difficult to predict. If the market rate of interest increases substantially, we will have to pay additional interest on this indebtedness, which would reduce cash available for our other business needs.

We may not have sufficient funds, and may be unable to generate sufficient cash flows from operations, to pay the amounts due under our existing debt instruments. Failure to make payments or comply with other covenants under our existing or future debt instruments could result in an event of default. If an event of default occurs and the lender accelerates the amounts due, we may need to seek additional financing, which may not be available on acceptable terms, in a timely manner or at all. In such event, we may not be able to make accelerated payments, and the lender could seek to enforce security interests, if any, in the collateral securing such indebtedness, which includes or could include substantially all of our assets. In addition, the covenants under our existing or future debt instruments, any pledge of our assets as collateral and any negative pledge with respect to our intellectual property could limit our ability to obtain additional debt financing. Any of these events could have a material and adverse effect on our business, financial condition, operating results, cash flows, and prospects. See “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Indebtedness—Senior Facilities Agreement.”

Fluctuations in foreign currency exchange rates could harm our results of operations.

We report our consolidated financial results in U.S. dollars but have significant non-U.S. operations. The functional currency of Amer Sports, Inc. is the euro. A large portion of our business is conducted in currencies other than U.S. dollars, in particular the euro, the Canadian dollar and Renminbi (“RMB”), and generally the applicable local currency is our functional currency in that locality. Our sales are generally made in local currencies, while the majority of our costs are paid in U.S. dollars or the euro. As a result, we face foreign currency exposure on the translation of net income, assets and liabilities of our operations in numerous jurisdictions into U.S. dollars, including on our outstanding indebtedness denominated in euro. Given the strength of the U.S. dollar against our key foreign currencies, including the euro, the Canadian dollar and RMB, translation into U.S. dollars for the periods presented results in lower profitability. In the future, if the U.S. dollar continues to be strong against local currencies, we will continue to see lower profitability; however, if the U.S. dollar were to weaken against the euro or RMB, translation into U.S. dollars could result in increased profitability.

Where possible, we manage foreign currency exposure through a variety of methods, including by financing each business unit in its functional currency and concentrating cash flows through centralized entities to limit the number of foreign currencies being utilized for purchases. Additionally, we enter into hedging arrangements to limit our exposure to foreign currency fluctuations for a significant portion of our cash flows, in particular with our most commonly used foreign currencies, including euros, Canadian dollars and RMB. The majority of our hedging arrangements are short-term and are usually rolled forward within the standard business cycle. Nonetheless, it is not practical for us to mitigate all of our foreign currency exposure, nor are we able to accurately predict the possible impact of future foreign currency exchange rate fluctuations on our results of operations, due to our constantly changing exposure to various foreign currencies, difficulty in predicting fluctuations in foreign currency exchange rates relative to the U.S. dollar and the significant number of foreign currencies involved. As we continue to expand our global operations, our exposure to foreign currency risk could become more significant and could have a significant and potentially adverse, effect on our results of operations.

Foreign exchange variations have been significant in the past and current foreign exchange rates may not be indicative of future exchange rates, and may be further impacted by the efforts of central banks to curb inflation, in the United States as well as in the other jurisdictions in which we operate and recognize sales and incur costs. Significant variations in foreign exchange rates may also make hedging contracts ineffective for hedge accounting purposes in future periods.

Our revenue and other operating income fluctuate on a seasonal basis.

We experience limited seasonal fluctuations in our revenue and other operating income, with a slightly higher portion of our revenue and earnings in the fourth fiscal quarter due to our higher share of fall and winter collections. Any decrease in revenue or margins during this period could have a material adverse effect on our results of operations, financial condition and cash flows. Seasonal fluctuations also affect our cash and inventory levels, since we usually manufacture and produce products, including for our wholesale partners in advance of our and their peak selling periods. We manufacture a significant amount of inventory before the winter seasons. As such, working capital requirements typically increase throughout our second and third fiscal quarters as inventory builds to support our peak shipping and selling period which typically occurs from August to December. If we are not successful in selling inventory, they may have to sell the inventory at significantly reduced prices or may not be able to sell the inventory at all, which could have a material adverse effect on our results of operations.

If our estimates or judgments relating to our critical accounting policies prove to be incorrect, our operating results could be adversely affected.

The preparation of financial statements in conformity with IFRS accounting principles requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on a set of underlying data that may include our historical experience, knowledge of current events and conditions and on other factors that we believe to be reasonable under the circumstances at the time of the estimate, as provided in “Item 5. Operating and Financial Review and Prospects—E. Critical Accounting Policies and Estimates.” The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities and equity, and the amount of revenue and expenses that are not readily apparent from other sources. Significant assumptions and estimates used in preparing our consolidated financial statements include those related to revenue, inventory, impairment of goodwill and intangible assets with indefinite useful lives and share-based payments. Our operating results may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our operating results to fall below the expectations of securities analysts and investors.

We could incur goodwill and other intangible asset impairment charges, which could harm our profitability.

We have goodwill and other intangible assets held on our balance sheet. We periodically review the carrying values of goodwill and other intangible assets to determine whether such carrying values exceed their recoverable amount, which is the higher of the asset or cash generating unit's ("CGU") fair value less costs of disposal and value in use. Declines in the profitability of individual reporting units due to economic or market conditions or otherwise, as well as adverse changes in financial, competitive and other conditions, including declines in the operating performance of our CGUs or other adverse changes in the key valuation assumptions contributing to the estimated fair value of our CGUs, could adversely affect the estimated fair values of the related reportable segments, which could result in an impairment of the recorded balances of goodwill or other intangible assets.

We have identified a material weakness in our internal control over financial reporting. If we are unable to remediate the material weakness or if we identify additional material weaknesses in the future or otherwise fail to develop and maintain effective internal control over financial reporting, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect our business.

In connection with the preparation of our consolidated financial statements, we identified a material weakness in our internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our financial statements will not be prevented or detected on a timely basis. Specifically, the material weakness related to (i) lack of consistent and proper application of accounting processes and procedures, defined control processes, including defined review and supervision roles in those control processes, and segregation of duties and (ii) insufficient resources with an appropriate level of technical accounting and SEC reporting expertise. We have implemented and are in the process of implementing measures designed to improve our internal control over financial reporting and remediate the material weakness, including: implementing new information technology and systems for the preparation and review of financial statements, including a financial close and reconciliation management software; implementing additional review procedures within our accounting and finance department; enhancing our accounting and finance leadership and supporting resources, including hiring a Chief Accounting Officer; and engaging external accounting experts to support improving our accounting controls and procedures and supplement our internal resources in our computation processes. We cannot assure you that the measures we have taken to date, and actions we may take in the future, will be sufficient to remediate the material weakness in our internal control over financial reporting or that they will prevent or avoid potential future material weaknesses.

In addition, neither our management nor an independent registered public accounting firm has performed an evaluation of our internal control over financial reporting in accordance with the provisions of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") because no such evaluation has been required. As a public company, we will be required to certify our compliance with Section 404 of the Sarbanes-Oxley Act, which will require us to furnish annually a report by management on the effectiveness of our internal control over financial reporting commencing with our second annual report on Form 20-F. Moreover, beginning with our second annual report on Form 20-F, our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting on an annual basis. Had we or our independent registered public accounting firm performed an evaluation of our internal control over financial reporting in accordance with the provisions of the Sarbanes-Oxley Act, additional material weaknesses may have been identified. If we identify any additional material weaknesses, or we are unable to successfully remediate our existing material weakness or any future material weaknesses in our internal control over financial reporting, or if we cannot comply with the requirements of the Sarbanes-Oxley Act in a timely manner or attest that our internal control over financial reporting is effective, or if our independent registered public accounting firm cannot express an unqualified opinion as to the effectiveness of our internal control over financial reporting when required, the accuracy and timing of our financial reporting may be adversely affected, we may be unable to maintain compliance with securities law requirements regarding timely filing of periodic reports in addition to applicable stock exchange listing requirements, investors may lose confidence in the accuracy and completeness of our financial reporting and our share price may decline as a result, and we could become subject to investigations by the stock exchange on which our securities are listed, the SEC or other regulatory authorities, which could require additional financial and management resources.

If we are a “passive foreign investment company” (a “PFIC”), a U.S. shareholder may be subject to adverse U.S. federal income tax consequences.

Under the Internal Revenue Code of 1986, as amended (the “Code”), we will be a PFIC for any taxable year in which, after the application of certain look-through rules with respect to our subsidiaries, either (i) 75% or more of our gross income consists of passive income or (ii) 50% or more of the average quarterly value of our assets consists of assets that produce, or are held for the production of, passive income (including cash). Passive income includes, among other things, dividends, interest, certain non-active rents and royalties, and capital gains. Based on our current operations and the composition of our income and assets, we believe we were not a PFIC for our 2023 taxable year. However, the determination of whether we are a PFIC is a fact-intensive determination that must be made on an annual basis applying principles and methodologies that are in some circumstances unclear, and whether we were a PFIC in 2023 is uncertain in several respects. Moreover, our PFIC status for any taxable year will depend on the composition of our income and assets and the value of our assets from time to time (which may be determined, in part, by reference to the market price of our ordinary shares, which may fluctuate substantially over time). Accordingly, there can be no assurance that we will not be a PFIC for any taxable year.

Certain adverse U.S. federal income tax consequences could apply to U.S. investors if we are treated as a PFIC for any taxable year during which such investors hold our ordinary shares. For further discussion, see “Item 10. Additional Information—E. Taxation—Material U.S. Federal Income Tax Considerations for U.S. Holders.”

Adverse outcomes resulting from examination of our income or other tax returns could adversely affect our results of operations and financial condition.

We are subject to the examination of our tax returns by tax authorities in Finland, Germany, the United States, the PRC and the numerous other jurisdictions in which we have operations. We regularly assess the likelihood of an adverse outcome resulting from these examinations to determine the adequacy of its provision for income taxes. Although we believe our tax provisions are adequate, the final determination of tax audits and any related disputes could be materially different from our historical income tax provisions and accruals. In addition, we and our subsidiaries, as part of our ongoing operations, regularly engage in intercompany transactions and arrangements based on transfer pricing policies that we have implemented. Although we believe that our transfer pricing policies comply with applicable law, tax authorities in the jurisdictions in which we operate have in the past challenged and could in the future challenge our transfer pricing policies with respect to these transactions and arrangements. The results of audits, challenges or related disputes could have an adverse effect on our cash tax liabilities, effective tax rate, and financial statements for the period or periods for which the applicable final determinations are made.

We could be subject to changes in tax laws, tax regulations and tax treaties, including their interpretation and application, in the Cayman Islands, Finland, Germany, the United States, the PRC, or any other country in which we operate, which could result in additional tax liabilities or increased volatility in our effective tax rate.

We are subject to the tax laws in the Cayman Islands, Finland, Germany, the United States, Canada, the PRC and numerous other jurisdictions. Current economic and political conditions make tax laws, tax regulations and tax treaties, including their interpretation and application, in any jurisdiction subject to significant change. We earn a substantial portion of our income in countries around the world and are subject to the tax laws of those jurisdictions. A number of the jurisdictions in which we operate have recently reformed or changed their tax laws, regulations and tax treaties, such as the anti-tax avoidance directive adopted by the member states of the EU and the Inflation Reduction Act adopted by the United States which, among other changes, introduced a 15% corporate minimum tax on certain corporations, and many jurisdictions are considering other proposals to reform or change their tax laws, regulations and tax treaties, including minimum tax and tax-avoidance proposals being considered in connection with the OECD’s project on base erosion and profit shifting, and proposals in the United States. The adoption or implementation of these proposals could significantly impact how we are taxed on our earnings from operations in these jurisdictions. Although we cannot predict whether or in what form these proposals will be adopted, several of the proposals considered, if enacted into law, could have an adverse impact on our income tax expense and cash flows. Portions of our operations are subject to a reduced tax rate or are free of tax under various tax holidays and rulings. We also utilize tax rulings and other agreements to obtain certainty in treatment of certain tax matters. These tax holidays, rulings and agreements expire in whole or in part from time to time and may be extended when certain conditions are met or terminated if certain conditions are not met. The expiration or termination of any tax holidays, rulings or agreements, or changes in the conditions governing such tax holidays, rulings or agreements, could have an adverse effect on our effective income tax rate.

We could be required to collect additional sales taxes or be subject to other tax liabilities that may increase the costs our consumers would have to pay for our products and adversely affect our operating results.

In general, we have not historically collected state or local sales, use or other similar taxes in any jurisdictions in which we do not have a tax nexus, in reliance on court decisions or applicable exemptions that restrict or preclude the imposition of obligations to collect such taxes with respect to online sales of our products. In addition, we have not historically collected state or local sales, use or other similar taxes in certain jurisdictions in which we do have a physical presence, in reliance on applicable exemptions. On June 21, 2018, the U.S. Supreme Court decided, in *South Dakota v. Wayfair, Inc.*, that state and local jurisdictions may, at least in certain circumstances, enforce a sales and use tax collection obligation on remote vendors that have no physical presence in such jurisdiction. A number of states have already begun, or have positioned themselves to begin, requiring sales and use tax collection by remote vendors and/or by online marketplaces. The details and effective dates of these collection requirements vary from state to state. While we now collect, remit and report sales tax in all states that impose a sales tax, it is still possible that one or more jurisdictions may assert that we have liability for previous periods for which we did not collect sales, use or other similar taxes, and if such an assertion or assertions were successful it could result in substantial tax liabilities, including for past sales taxes and penalties and interest, which could materially adversely affect our business, financial condition and operating results.

Risks Related to Our Relationship with ANTA Sports

ANTA Sports may fail to perform under the business services agreement (“BSA”), or we may fail to have replacement systems and services in place when the BSA expires.

ANTA Sports provides us with services related to certain shared functions in Greater China pursuant to a BSA we entered into in connection with the consummation of our IPO. See “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Transactions with ANTA Sports.” These services will be provided for terms of varying duration. We will rely on ANTA Sports to satisfy its obligations during the term of the BSA. Failure by ANTA Sports to perform these obligations, or any delay in or disruption to ANTA Sports’ ability to perform these obligations, could increase our costs of procuring these services, result in system or service interruptions, divert our management’s focus or otherwise adversely affect our business, results of operations or financial condition, potentially for an extended period of time. Furthermore, pursuant to the BSA, ANTA Sports will agree to perform the services for us in a manner consistent with the past practice of our business. As a result, our operational flexibility to implement changes with respect to these services or the amounts we pay for them will be limited, and we may not be able to implement changes in a manner desirable to us. In addition, we have historically received informal support from ANTA Sports, which may not be addressed in the BSA. The level of this informal support may diminish following the completion of our IPO.

The services that ANTA Sports will provide to us pursuant to the BSA are subject to change over time. Upon the termination of the BSA in accordance with the terms thereof, or to the degree it is not renewed according to its terms, we will be required to create our own, or engage alternative third-party sources to provide, systems and services to replicate or replace many of the systems and services that ANTA Sports currently provides to us. However, we may not be able to successfully replicate or replace these services or obtain the services at the same or better quality, at the same or lower costs or otherwise on the same or more favorable terms and conditions from third parties. If we do not have our own systems and services, or comparable agreements with alternative third-party sources, in place when the BSA expires, our business, results of operations or financial condition could be adversely affected, including in the manner described in the preceding paragraph. For more information regarding risks related to cybersecurity, see “—Risks Related to Our Intellectual Property and Information Technology.”

We potentially could have received better terms from unaffiliated third parties than the terms in our agreements with ANTA Sports.

The agreements we have entered into in connection with our IPO, with ANTA Sports, including the BSA and the procurement and sourcing of products, sharing of certain middle to back-office services, retail platform related transactions and licensing, have been negotiated by us during periods in which we did not have a board of directors or a management team independent of ANTA Sports. See “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Transactions with ANTA Sports.” Arm’s-length negotiations for similar products and services with an unaffiliated third party may have resulted in more favorable terms to the unaffiliated third party.

Some of our directors and officers may have actual or potential conflicts of interest because of their equity ownership in ANTA Sports, and service as directors and/or officers of ANTA Sports.

Because of their current or former positions with ANTA Sports, some of our directors and executive officers may own shares of ANTA Sports or have options to acquire shares of ANTA Sports, and the individual holdings may be significant for some of these individuals compared to their total assets. Prior to the completion of our IPO, our Chief Executive Officer was an officer of ANTA Sports. In addition, certain of our directors continue to serve as officers or directors of ANTA Sports. Pursuant to our second amended and restated memorandum and articles of association, ANTA Sports will have the right to nominate a number of directors to our board of directors, to be designated by such shareholder. For so long as ANTA Sports and its affiliates together continue to beneficially hold (i) at least 30% of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of five (5) candidates to serve as directors; (ii) at least 25% (but less than 30%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of four (4) candidates to serve as directors; (iii) at least 20% (but less than 25%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of three (3) candidates to serve as directors; (iv) at least 15% (but less than 20%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of two (2) candidates to serve as directors; and (v) at least 10% (but less than 15%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of one (1) candidate to serve as director. At the time ANTA Sports and its affiliates together beneficially hold less than 10% of our then-issued and outstanding ordinary shares, it shall no longer have the right to nominate for election any candidates to serve as directors.

A director who has a material interest in a matter before our board of directors or any committee on which he or she serves is required to disclose such interest as soon as the director becomes aware of it in accordance with applicable law. In situations where a director has a material interest in a matter to be considered by our board of directors or any committee on which he or she serves, such director may be required to excuse himself or herself from the meeting while discussions and voting with respect to the matter are taking place. Although all transactions with related parties will be approved by independent members of our board of directors that may meet in the absence of senior executive officers and non-independent directors, the ownership of ANTA Sports equity or service to ANTA Sports may create the appearance of conflicts of interest when the ANTA Sports-affiliated directors and officers are faced with decisions that could have different implications for ANTA Sports or us. For example, potential conflicts of interest could arise in connection with the resolution of any dispute that may arise between ANTA Sports and us regarding the terms of the BSA and the relationship thereafter between the companies. Potential conflicts of interest could also arise if we enter into commercial arrangements with ANTA Sports in the future. As a result of these actual or apparent conflicts, we may be precluded from pursuing certain growth initiatives.

While the board of directors believes that, given its size and structure, such actual or potential conflicts of interest can be managed adequately, including that the independent members of our board of directors may meet in the absence of senior executive officers and non-independent directors in respect of the relevant matter, the actual or perceived conflicts of interest that may arise could cause reputational or other harm.

In addition, given these relationships, consumers as well as other third parties may confuse our business with that of our principal shareholder as well as any perceived link between our or our principal shareholder's products, each of which could affect our business, competitive position and market perception.

Risks Related to Our Ordinary Shares

If securities analysts cease publishing research or reports or publish misleading, inaccurate or unfavorable research about us, our business or our market, or if they publish negative evaluations of our ordinary shares, the price and trading volume of our ordinary shares could decline.

The trading market for our ordinary shares is expected to be influenced, in part, by the research and reports that industry or financial analysts publish about us, our business, our market and our competitors. If one or more of the analysts covering our business downgrade their evaluations of our ordinary shares or publish inaccurate or unfavorable research about our business, or provide more favorable relative recommendations about our competitors, the price of our ordinary shares could decline. If one or more industry or financial analysts fail to regularly publish reports on us or if one or more of these analysts cease to cover our business, we could lose visibility in the market, which in turn could cause the price or trading volume of our ordinary shares to decline.

The market price of our ordinary shares may be volatile and fluctuate substantially, which could result in substantial losses for purchasers of our ordinary shares.

The market price of our ordinary shares could be subject to significant fluctuations. In addition, securities markets worldwide have experienced, and are likely to continue to experience, extreme volatility that has often been unrelated to the operating performance of particular companies. The market price for our ordinary shares may be influenced by many factors, including the other factors described in this section.

In the past, following periods of volatility in the market price of a company's securities, securities class-action litigation has often been instituted against that company. Any lawsuit to which we are a party, with or without merit, may result in an unfavorable judgment. We also may decide to settle lawsuits on unfavorable terms. Any such negative outcome could result in payments of substantial damages or fines, damage to our reputation or adverse changes to our offerings or business practices. Such litigation may also cause us to incur other substantial costs to defend such claims and divert management's attention and resources.

We are a foreign private issuer and, as a result, we will not be subject to the U.S. proxy rules and will be subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.

We report under the Securities Exchange Act of 1934 (the "Exchange Act") as a non-U.S. company with foreign private issuer status. Because we qualify as a foreign private issuer under the Exchange Act and although we are subject to Cayman laws and regulations with regard to such matters and intend to furnish quarterly financial information to the SEC, we are exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including (1) the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act, (2) the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time and (3) the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information, although we intend to provide quarterly information on Form 6-K. In addition, foreign private issuers are not required to file their annual report on Form 20-F until 120 days after the end of each fiscal year, while U.S. domestic issuers that are accelerated filers are required to file their annual report on Form 10-K within 75 days after the end of each fiscal year and U.S. domestic issuers that are large accelerated filers are required to file their annual report on Form 10-K within 60 days after the end of each fiscal year. Foreign private issuers are also exempt from Regulation FD, which is intended to prevent issuers from making selective disclosures of material information. As a result of all of the above, you may not have the same protections afforded to shareholders of a company that is not a foreign private issuer.

As a foreign private issuer within the meaning of the NYSE corporate governance rules, we are permitted to rely on exemptions from certain of the NYSE corporate governance standards, including the requirement that a majority of our board of directors consist of independent directors. Our reliance on such exemptions may afford less protection to holders of our ordinary shares.

The corporate governance rules of the NYSE require listed companies to have, among other things, a majority of independent directors and independent director oversight of executive compensation, nomination of directors and corporate governance matters. As a foreign private issuer, we are permitted to follow home country practice in lieu of the above requirements. For as long as we choose to rely on the foreign private issuer exemption to certain of the NYSE corporate governance standards, our board of directors' approach to governance may be different from that of a board of directors of a U.S. domestic company, and, as a result, the management oversight of our company may be more limited than if we were subject to all of the NYSE corporate governance standards. While a majority of the directors on our board of directors are independent directors, as long as we rely on the foreign private issuer exemption to certain of the NYSE corporate governance standards, a majority of the directors on our board of directors may not be required to be independent directors. Additionally, we currently intend to follow Cayman Islands corporate governance practices in lieu of the corporate governance requirements of the NYSE in respect of the following:

- the requirement of the NYSE listing rules that the compensation committee and the nominating and governance committee of the board of directors be composed entirely of independent directors;
- the requirement of the NYSE listing rules that a listed issuer obtain shareholder approval when it establishes or materially amends a stock option or purchase plan or other arrangement pursuant to which stock may be acquired by officers, directors, employees or consultants;

- the requirement of the NYSE listing rules that a listed issuer obtain shareholder approval prior to issuing or selling securities (or securities convertible into or exercisable for common stock) that equal 20% or more of the issuer's outstanding common stock or voting power prior to such issuance or sale; and
- the requirement of the NYSE listing rules that the independent directors have regularly scheduled meetings with only the independent directors present.

Accordingly, our shareholders will not have the same protection afforded to shareholders of companies that are subject to all of the NYSE corporate governance standards, and the ability of our independent directors to influence our business policies and affairs may be reduced.

Because we do not anticipate paying any cash dividends on our ordinary shares in the foreseeable future, capital appreciation, if any, will be your sole source of gain.

Our second amended and restated memorandum and articles of association permits us to pay dividends. We currently intend to retain any future earnings to fund the development and expansion of our business, and, therefore, we do not anticipate paying cash dividends on our ordinary shares but our board of directors may choose to do so at any point if it is in the best interests of the Company and our shareholders. Any future determination to pay dividends will be at the discretion of our board of directors, subject to applicable laws, and will depend on our results of operations, financial condition, capital requirements, contractual restrictions and other factors deemed relevant by our board of directors. Under Cayman Islands law, a Cayman Islands company may pay a dividend out of either a profit or share premium account, provided that in no circumstances may a dividend be paid if it would result in the company being unable to pay its debts as they fall due in the ordinary course of business. In addition, we are governed by the laws of the Cayman Islands and our second amended and restated memorandum and articles of association, under which there is no minimum mandatory dividend payable to our shareholders and no established periodicity for the distribution of dividends. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. As a result, capital appreciation, if any, of our ordinary shares will be your sole source of gain for the foreseeable future.

A significant portion of our issued and outstanding ordinary shares is restricted from immediate resale but may be sold into the market in the near future, which could cause the market price of our ordinary shares to drop significantly, even if our business is doing well.

Sales of a substantial number of our ordinary shares in the public market, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our ordinary shares and could impair our ability to raise capital through the sale of additional equity securities. As of the date of this annual report, we have 505,249,607 ordinary shares outstanding. 384,499,607 ordinary shares are currently restricted as a result of securities laws or lock-up agreements but will become eligible to be sold on or after July 30, 2024. The lock-up agreements include customary exceptions, and the representatives of the underwriters of our IPO may release some or all of the ordinary shares subject to lock-up agreements at any time and without notice, which would allow for earlier sales of shares in the public market.

Moreover, beginning on July 30, 2024 or earlier waiver or release of the lockup, holders of an aggregate of 377,494,994 of our ordinary shares, will have rights, subject to specified conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other shareholders. We have also registered all ordinary shares that we may issue under our equity compensation plans. As a result, they can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates and the lock-up agreements.

In the future, we may also issue additional securities if we need to raise capital or make acquisitions, which could constitute a material portion of our then-issued and outstanding ordinary shares.

We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives and corporate governance practices.

As a public company, we incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the NYSE and other applicable securities rules and regulations impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations increase our legal and financial compliance costs, particularly as we hire additional financial and accounting employees to meet public company internal control and financial reporting requirements and will make some activities more time-consuming and costly.

We cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. These rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. If we fail to comply with new laws, regulations and standards, regulatory authorities could initiate legal proceedings against us, and our business could be harmed.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

Our disclosure controls and procedures are designed to reasonably assure that information required to be disclosed by us in reports we file or submit in accordance with U.S. securities laws is accumulated and communicated to management, recorded, processed, summarized and reported within the time periods specified in the applicable rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements or insufficient disclosures due to error or fraud may occur and not be detected.

Our second amended and restated memorandum and articles of association designates the Grand Court of the Cayman Islands as the exclusive forum for substantially all disputes between us and our shareholders, and the federal district court as the exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act, the Exchange Act or other securities laws, which could limit our shareholders' ability to choose the judicial forum for disputes with us or our directors, officers or employees.

Our second amended and restated memorandum and articles of association provides that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or any other person, (iii) any action or proceeding arising pursuant to, or seeking to enforce any right, obligation or remedy under, any provision of the Companies Act of the Cayman Islands (the "Companies Act"), our second amended and restated memorandum and articles of association, or any other provision of applicable law, (iv) any action or proceeding seeking to interpret, apply, enforce or determine the validity of our second amended and restated memorandum and articles of association or (v) any action or proceeding as to which the Companies Act confers jurisdiction on the Grand Court of the Cayman Islands shall be the Grand Court of the Cayman Islands, in all cases subject to the court having jurisdiction over indispensable parties named as defendants.

Our second amended and restated memorandum and articles of association also provides that the federal district courts of the United States are the exclusive forum for resolving any complaint asserting a cause of action under the Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act or other securities laws. Any person or entity purchasing or otherwise acquiring or holding any interest in any of our securities shall be deemed to have notice of and consented to these provisions. However, shareholders will not be deemed to have waived our compliance with U.S. federal securities laws and the rules and regulations thereunder.

These exclusive forum provisions may limit a shareholder's ability to bring a claim in a judicial forum of its choosing for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers and other employees. The enforceability of similar choice of forum provisions in other companies' organizational documents has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be inapplicable or unenforceable. If a court were to find the exclusive forum provisions in our second amended and restated memorandum and articles of association to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could adversely affect our results of operations.

We are a Cayman Islands exempted company with limited liability. The rights of our shareholders, including with respect to fiduciary duties and corporate opportunities, may be different from the rights of shareholders governed by the laws of U.S. jurisdictions.

We are a Cayman Islands exempted company with limited liability. Our corporate affairs are governed by our second amended and restated memorandum and articles of association and by the laws of the Cayman Islands. The rights of our shareholders and the responsibilities of members of our board of directors may be different from the rights of shareholders and responsibilities of directors in companies governed by the laws of U.S. jurisdictions. In particular, as a matter of Cayman Islands law, directors of a Cayman Islands company owe fiduciary duties to the company and separately a duty of care, diligence and skill to the company.

Under Cayman Islands law, directors and officers owe the following fiduciary duties: (1) duty to act in good faith in what the director or officer believes to be in the best interests of the company as a whole; (2) duty to exercise powers for the purposes for which those powers were conferred and not for a collateral purpose; (3) directors should not properly fetter the exercise of future discretion; (4) duty to exercise powers fairly as between different sections of shareholders; (5) duty to exercise independent judgment; and (6) duty not to put themselves in a position in which there is a conflict between their duty to the company and their personal interests. However, following a declaration being made pursuant to the Articles of Association of the Company, subject to any separate requirement for audit committee approval under applicable law or the rules and regulations of the NYSE, and unless disqualified by the chairman of the relevant board meeting, a director may vote in respect of any contract or proposed contract or arrangement in which such director is interested and may be counted in the quorum at such meeting. Conversely, under Delaware corporate law, a director has a fiduciary duty to the corporation and its shareholders and the director's duties prohibit self-dealing by a director and mandate that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. See "Item 10. Additional Information—B. Memorandum and Articles of Association."

Our shareholders may face difficulties in protecting their interests because we are a Cayman Islands exempted company.

Our corporate affairs are governed by our second amended and restated memorandum and articles of association, by the Companies Act and the common law of the Cayman Islands. The rights of shareholders to take legal action against our directors and us, actions by minority shareholders and the fiduciary responsibilities of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from judicial precedent in the Cayman Islands as well as from English common law, which has persuasive, but not binding, authority on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under the laws of the Cayman Islands are not as clearly defined as under statutes or judicial precedent in existence in jurisdictions in the United States. Therefore, you may have more difficulty protecting your interests than would shareholders of a corporation incorporated in a jurisdiction in the United States, due to the comparatively less well-developed Cayman Islands law in this area.

Specifically, subject to limited exceptions, under Cayman Islands' law, a minority shareholder may not bring a derivative action against the board of directors. Class actions are not recognized in the Cayman Islands, but groups of shareholders with identical interests may bring representative proceedings, which are similar. Further, while Cayman Islands law allows a dissenting shareholder to express the shareholder's view that a court sanctioned reorganization of a Cayman Islands company would not provide fair value for the shareholder's shares, Cayman Islands statutory law does not specifically provide for shareholder appraisal rights in connection with a court sanctioned reorganization (by way of a scheme of arrangement). This may make it more difficult for you to assess the value of any consideration you may receive in a corporate reorganization (approved by way of a scheme of arrangement) or to require that the acquirer gives you additional consideration if you believe the consideration offered is insufficient. However, the Companies Act does provide a mechanism for a dissenting shareholder in a statutory merger or consolidation to apply to the Grand Court of the Cayman Islands for a determination of the fair value of the dissenter's shares if it is not possible for the company and the dissenter to agree on the fair value of such shares within the time limits prescribed by the Companies Act.

In addition, shareholders of Cayman Islands exempted companies have no general rights under Cayman Islands law to inspect corporate records and accounts or to obtain copies of lists of shareholders. Our directors have discretion under our second amended and restated memorandum and articles of association to determine whether or not, and under what conditions, our corporate records may be inspected by our shareholders, but are not obliged to make them available to our shareholders. This may make it more difficult for you to obtain information needed to establish any facts necessary for a shareholder motion.

U.S. civil liabilities and certain judgments obtained against us by our shareholders may not be enforceable.

We are a Cayman Islands exempted company and the majority of our operations and current assets are conducted and located outside the United States. Most of our directors and executive officers reside outside the United States, and substantially all of their assets are located outside the United States. As a result, it may be difficult to effect service of process within the United States upon these persons. It may also be difficult to enforce in U.S. courts judgments obtained in U.S. courts based on the civil liability provisions of the U.S. federal securities laws against us and our officers and directors who are not resident in the United States and the substantial majority of whose assets are located outside of the United States.

Further, it is unclear if original actions predicated on civil liabilities based solely upon U.S. federal securities laws are enforceable in courts outside the United States, including in the Cayman Islands. Courts of the Cayman Islands may not, in an original action in the Cayman Islands, recognize or enforce judgments of U.S. courts predicated upon the civil liability provisions of the securities laws of the United States or any state of the United States on the grounds that such provisions are penal in nature. Although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States, courts of the Cayman Islands will recognize and enforce a foreign judgment of a court of competent jurisdiction if such judgment is final and conclusive and for a liquidated sum, provided it is not in respect of taxes or a fine or penalty, is not inconsistent with a Cayman Islands' judgment in respect of the same matters, and was not obtained by fraud or in a manner which is contrary to the public policy of the Cayman Islands. In addition, a Cayman Islands court may stay proceedings if concurrent proceedings are being brought elsewhere.

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

We were incorporated under the name of "Amer Sports Management Holding (Cayman) Limited" as an exempted company with limited liability under the laws of the Cayman Islands on January 3, 2020. On August 4, 2023, we changed our name to Amer Sports, Inc. Our registered offices are located at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands. Our telephone number at this address is +1 345 945 3901. Our corporate offices are located at Konepajankuja 6, 00511 Helsinki, Finland. Our telephone number at this address is +358 (0)20 712 2500. Our agent for service of process in the United States is Andrew E. Page, Chief Financial Officer, located at One Prudential Plaza, 130 East Randolph Street #600, Chicago, IL 60601. Our principal website is www.amersports.com. The information on, or accessible through, our website is not a part of, and is not incorporated into, this annual report. We have included our website address only as an inactive textual reference and do not intend it to be an active link to our website.

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In February 2024, Amer Sports, Inc. became a publicly traded company on the New York Stock Exchange (“NYSE”). Our reports filed with or furnished to the United States Securities and Exchange Commission (“SEC”) are available, free of charge, on our investor relations website at <https://investors.amersports.com> as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. The SEC maintains a website at <http://www.sec.gov> that contains reports and other information regarding us and other companies that file materials with the SEC electronically. We use our investor relations website as a means of disclosing material information. Accordingly, investors should monitor our investor relations website, in addition to following our press releases, SEC filings, and public conference calls and webcasts.

See “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources” for our principal capital expenditures since January 1, 2021 and expected budget for 2024. See “Item 5. Operating and Financial Review and Prospects—A. Operating Results—Comparability of Our Results of Operations—Discontinued Operations” for our principal divestitures since January 1, 2021.

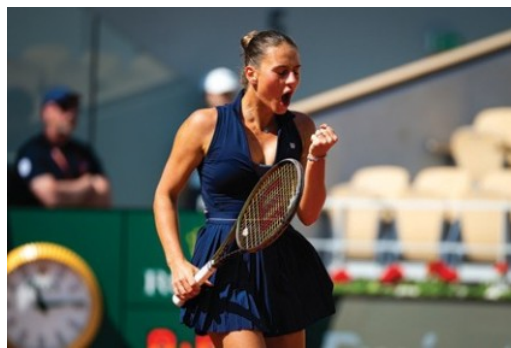
B. Business Overview

Amer Sports is a global group of iconic sports and outdoor brands, including Arc'teryx, Salomon, Wilson, Atomic and Peak Performance. Our brands are known for their detailed craftsmanship, unwavering authenticity, premium market positioning and compelling market shares in their categories. We pride ourselves on cutting-edge innovation, technical performance and ground-breaking designs that allow athletes and everyday consumers to perform better every day. Through partnerships with industry influencers and elite athletes, and in collaboration with the various communities we serve, we develop next-generation products that define winning moments in sports. Our brands are creators of exceptional apparel, footwear, equipment, protective gear and accessories that we believe give our consumers the confidence and comfort to excel.

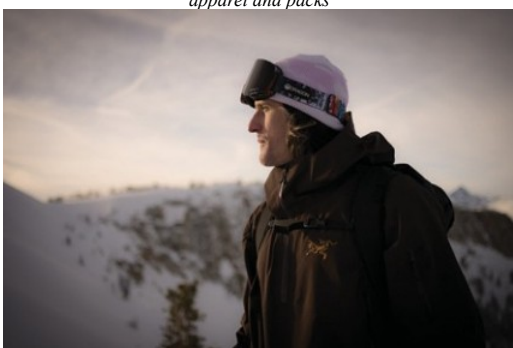
Select Pinnacle Moments in Sports where Amer Sports’ Brands are Delivering at the Highest Levels



Courtney Dauwalter smashes ultramarathon world records wearing Salomon shoes, apparel and packs



Marta Kostyuk takes the court at Roland-Garros, playing head-to-toe in Wilson



Pro freeskier, Chris Benchetler, is protected from the elements in his Arc'teryx jacket



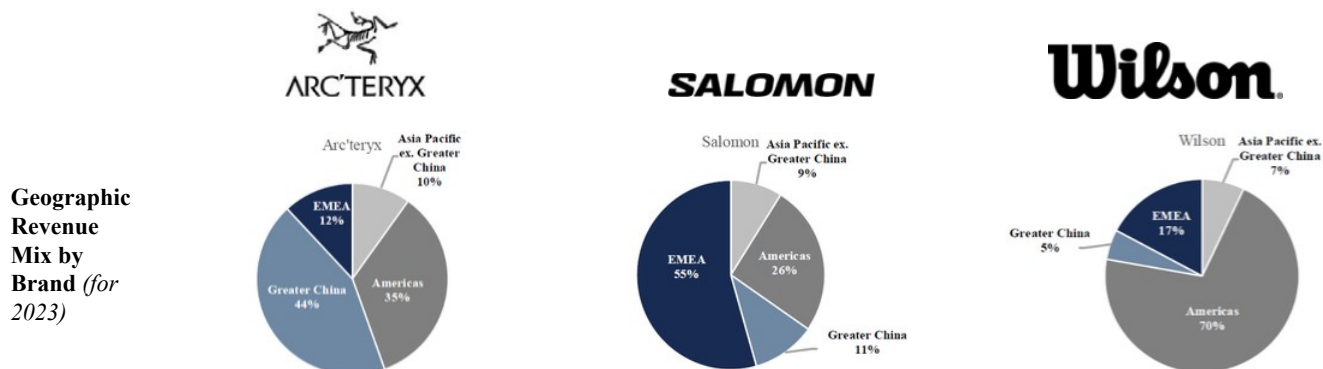
Winning her 88th World Cup race in 2023, Mikaela Shiffrin has the record for most Alpine World Cup victories in history

Our brands are our stars, constantly elevating the consumer experience and creating thriving communities. We empower our brands to pursue market-shaping leadership and set the standard for quality, performance and brand experience globally. While our brands have established heritage and market leadership today, significant runway remains ahead. We are excited about our future and the opportunity to drive growth in each of our three reportable segments: Technical Apparel, Outdoor Performance and Ball & Racquet Sports. Our segments comprise our “brand clusters,” which reflect both how our consumers engage with our products and how we manage our business.



Each segment is led by one of our core brands: Arc'teryx, Salomon and Wilson. Each of these brands creates high-quality technical products that stand out in their respective categories, and possesses key differentiated attributes.

	 ARC'TERYX	 SALOMON	 Wilson
Founded	1989	1947	1914
Purpose	Lead the world in snow, trail and climb products for the mountain athlete	We exist to unleash the best in people through mountain sports	Empower every human to live life like an athlete
Activities	Climbing, hiking, mountaineering, skiing, snowboarding	Trail running, road running, hiking, snowboarding, alpine skiing, Nordic skiing	Racquet sports, baseball, softball, football, basketball, volleyball, golf
Key Product	Performance Outerwear	Running Shoes	Tennis Racket
Key Brand Attributes	Delivering leading mountain outerwear designed for the point of extreme need	Global leader in footwear and winter sports equipment, creating a 365-day, year-round brand fueled by innovation	Comprehensive sports hardgoods manufacturer that delivers consistent growth and performance



See “Item 5. Operating and Financial Review and Prospects—A. Operating Results—Key Financial Metrics” for our revenues by geography for the years ended December 31, 2023, 2022 and 2021.

Arc'teryx

Arc'teryx is a technical outdoor apparel brand inspired by the Canadian Coast Mountains and built on the principle of obsessive, precise design and production. Arc'teryx gear pushes the boundaries of performance and enables adventurers to excel in their outdoor pursuits in the mountains, in the backcountry and on some of the world's most technical climbs. The products are known for their minimalist design, and sleek and streamlined aesthetic, along with new, innovative features that continually advance outdoor activities. Product quality, from the materials to the design, allows Arc'teryx to command premium pricing as evidenced by its best-selling “hardshell” jacket in North America, the Alpha SV. Overall, Arc'teryx combines beautiful, innovative products and an authentic brand experience that extends beyond apparel, fostering communities and bringing people together across all regions of the world who share a passion for the outdoors.

Salomon

Born in the French Alps in 1947, Salomon creates premium innovative footwear, apparel, winter sports equipment and accessories. Since its founding, Salomon has been fueled by a culture of design, craftsmanship, continuous innovation, and performance inspired by progress, the outdoors and athletes. The brand first produced metal ski edges and expanded into releasable ski bindings before launching industry changing rear-entry ski boots and monocoque skis. The brand's leadership in winter sports helped to propel it into a diverse portfolio of sports and products including footwear and apparel. Today, Salomon is a market leader in global trail running footwear and premium hiking footwear, with products recognized for their performance, style, durability and sustainability. Over 65% of Salomon's revenue in 2023 came from footwear, while also having leading market positions in its legacy winter sports equipment categories (skis, snowboards, boots, bindings, goggles, helmets, etc.), creating a 365-day, year-round brand serving all seasons for mountain sport consumers.

Wilson Sporting Goods

Founded in 1914 in Chicago, Illinois, Wilson Sporting Goods is a leading manufacturer of high-performance sports equipment, apparel, footwear and accessories. The Wilson Sporting Goods portfolio is made up of the iconic Wilson brand, as well as Louisville Slugger, DeMarini, EvoShield and ATEC. Collectively, these brands bring more than three centuries of innovation, history and heritage to a variety of mainstream sports. As a multi-sports platform, Wilson drives innovation and product excellence by leveraging learnings across the brands' various disciplines, including tennis, baseball and basketball, among other sports. The Wilson brand has a legacy as the top-of-the-line sports equipment and is associated with legendary athletes, including Roger Federer, Russell Wilson and Jamal Murray. In addition, Wilson is the official partner of professional sports leagues, including the NBA, WNBA, NFL, the US Open and Roland Garros Grand Slam Tennis Championships, as well as the NCAA, making Wilson products integral to performance in sport. These athletes and leagues are a testament to the credibility and reputation of Wilson's track record of innovation and superior products.

While Arc'teryx, Salomon and Wilson stand tall and lead our three segments, our other brands appropriately fit our sports-oriented portfolio. Brands such as Atomic and Peak Performance enhance our scale, competitive positioning and diversification across sports categories. Together, our brands enable us to lead and compete in various sports segments and drive the continued success of our portfolio.

The Amer Sports Group

We excel at identifying, developing and defining brands that meet our corporate vision. We empower these brands to autonomously connect with consumers and develop products to drive growth. Our platform supports the brands via scaled infrastructure and financial controls to accelerate performance. We believe that the size and diversification of our platform mitigates risks and provides financial flexibility to invest prudently to meet the continuously evolving needs of consumers, to develop competitive advantages and to drive growth across the brands through a relentless focus on innovation. We also believe that our platform enables efficient integration, scaling and optimization of target opportunities that fit within our portfolio, as well as critical insight to inform divestiture decisions.

We govern our brands through management across the finance, supply chain, sustainability, communication, legal and compliance functions, among other areas. At the same time, we enable our brands through our group's incubator model that provides shared learnings from data analytics across the platform as well as from the economies of scale and synergies of shared resources, including supplier services, distribution and logistics, human resources and enterprise IT infrastructure. We further serve our brands through access to shared, centralized business services, including customer service and treasury management functions. All together, these resources empower our brand leadership teams to focus on serving consumers through brand, product and go-to-market strategies that drive performance, and our global and scaled operating model enables larger, robust brand organizations to independently flourish.

Seasonality

We experience some seasonal fluctuations in our revenue and operating results. Historically, we have realized a slightly higher portion of our revenue and earnings in the fourth quarter of the fiscal year, primarily due to higher sales through our DTC channel compared to the rest of the year and a higher share of fall and winter collections in our Technical Apparel and Outdoor Performance segments. For example, we generated 30%, 34%, and 33% of our total revenue in the fourth quarter of fiscal years 2023, 2022 and 2021, respectively. Our Ball & Racquet Sports segment is generally more consistent across fiscal quarters. Working capital requirements typically increase throughout our second and third fiscal quarters as inventory builds to support our peak shipping and selling period which typically occurs from August to December. Cash provided by operating activities is typically highest in our first fiscal quarter due to the significant inflows associated with our peak selling season. We believe our strategy to broaden our assortment within the soft goods categories across all our brands, including for example Arc'teryx's enhanced focus on spring and summer collections, could lead to increasingly balanced revenue and results of operations throughout the fiscal year.

Our Growth Strategies

We have established comprehensive growth strategies across each of our brands, founded on the pillars of product innovation, geographic expansion, channel mix optimization and increased brand awareness. We intend to leverage both the intrinsic strengths of our brands and the synergistic benefits of our platform to pursue the following growth strategies:

Leverage Innovation Leadership to Strengthen Core Categories and Scale Newer Categories

The foundation of our brands' success comes from an ability to innovate and create products that appeal to both elite athletes and everyday consumers. We believe our innovation model, which has been institutionalized across brands in each of our three segments, will allow us to expand our market shares within core categories, as well as tactically scale in newer categories.

Within Technical Apparel, Arc'teryx employs a hands-on, iterative product development process that begins with innovative ideas in the North Vancouver design center. These product innovations come to life via on-site prototyping at the nearby ARC'One facility. Further, the team rigorously tests the product in the Canadian Coast Mountains with world-class mountain athletes. This results in a product that meets our high quality standards and drives continuous innovation. Core innovation enables products like the Alpha SV waterproof breathable "hardshell" jacket to consistently be among Arc'teryx's top selling products, supporting the brand's market leadership within outdoor technical apparel and driving continued topline growth. Along with core outdoor category growth, Arc'teryx plans to grow its women's category, where it has invested in new design leadership, including an expanded assortment, color palette and updated fits, along with rigorous engagement with female athletes to further expand market share with female consumers. For new product development, Arc'teryx recently opened a footwear development office in Portland, Oregon to be able to provide a more comprehensive offering to the outdoor consumer, while also further diversifying product line seasonality. Arc'teryx is also expanding its product portfolio through its popular contemporary urban lifestyle line, Veilance. These new categories are supplemented by sustainability programs, including ReCare™, ReCut™ and ReGear™. ReCare™ provides consumers with information on home care and field repair for their products, while the ReCut™ program diverts rescued textiles that are repurposed into original and coveted pieces and the ReGear™ program accepts used gear and refurbishes it for sale on the ReGear™ platform.

Within Outdoor Performance, Salomon is deeply committed to innovation in footwear, reflected by its world-class design center in Annecy, France, along with a professional athlete collaboration program to design next-generation products. Through trail running, Salomon has been influential in shaping the modern outdoor footwear industry, rich in heritage of the French Alps. These innovations fuel the future of the sport, recently being worn by Courtney Dauwalter as she set back-to-back records at the Western States Endurance Race 100-mile run, and three weeks later, in the Hardrock 100 with the same pair of S/LAB Genesis shoes. S/LAB is the brand's halo collection of specialty running and Nordic ski systems which have won races from the UTMB in Chamonix France to the 2022 Olympic Winter Games in Beijing, China. The brand's ADDIKT PRO on-piste ski line is made with recycled ABS sidewalls, demonstrating Salomon's leading innovation.

Historically, innovation has supported the evolution of Salomon's iconic products like the XT-6, which was launched in 2013 and originally designed for ultra-distance trail runners under harsh conditions. This silhouette now creates the foundation of Salomon's rapidly growing Sportstyle line, which creates a blend between function and fashion that is loved by athletes and consumers alike and represents a significant opportunity for the brand. Salomon Sportstyle footwear has become so culturally relevant that the MM6 Maison Margiela x Salomon Cross Low shoes have been worn by global superstars, including during the Super Bowl LVII halftime show, which was viewed by more than 115 million people globally. Sportstyle is the fastest growing collection in the Salomon brand with revenue over €219 million in 2023.

Salomon also demonstrates an unwavering commitment to producing high-quality equipment for winter sports. During the 2022 Winter Olympic Games in Beijing, athletes using Salomon products went on to win 28 Olympic medals, showcasing the technical excellence of the brand's winter sports equipment from skis, ski boots, ski bindings, snowboards, snowboard boots and bindings. Two-time World Cup Overall Alpine ski racer Marco Odermatt has relied exclusively on Salomon ski boots and bindings in his wins. Salomon intends to continue leveraging its premier innovation capabilities to improve existing product lines as well as develop new products to drive growth and increase market share.

In Ball & Racquet Sports, Wilson's in-house innovation capabilities, anchored by its innovation center located in Chicago, provide a competitive advantage and an engine for continuous growth. The brand's significant scale, particularly compared to mono-sport competitors, allows Wilson to make significant investments in research and development. The innovation process leverages key insights from technical scientists, engineers and designers who have a deep understanding of sports and the technical needs of athletes who use Wilson products.

Other recent innovation examples include a Louisville Slugger baseball bat that uses simulation software combined with artificial intelligence, first utilized in the golf space and then expanded to baseball, to enhance the contact sweet spot, or the Evo NXT basketball that redistributes the weight of the ball with an advanced internal construction, making the ball easier to shoot from long range. New product introductions accounted for approximately 15% of revenue in 2023 for Wilson. These product innovations drive market share growth in core sports as well as adjacent categories such as the increasingly popular games of padel in Europe and pickleball in the United States.

As a new growth lever, Wilson is expanding its reach in soft goods categories in addition to sports equipment. Wilson is already experiencing success with its Tennis 360 Softgoods strategy, which involves launching tennis footwear and increasing exposure to apparel and represented 5.0% of total Wilson sales during the year ended December 31, 2023. We believe this category will continue to grow as a larger contributor to the Wilson business and help fuel broader brand engagement.

Across segments, our plans to innovate, expand our product offering and successfully implement our growth strategy may not be successful, and implementation of these plans may divert our operational, managerial and administrative resources, which could harm our competitive position and reduce our revenue and profitability.

Further Penetrate Key Markets and Strategically Broaden Our Geographic Footprint

While our brands across each of our three segments have achieved global recognition, there are specific markets where they enjoy greater prominence: Arc'teryx in North America and Greater China, Salomon in Europe and Wilson in North America. By capitalizing on our existing global presence and leveraging our brands' strengths, we have a significant opportunity to strategically increase our presence in existing and new geographies by cultivating new customer bases where there is promising market demand and ample room for growth.

Within Technical Apparel, Arc'teryx's future geographic growth will be grounded in its historical momentum in North America and Greater China, with considerable opportunity in Europe and the rest of Asia Pacific. In North America and Greater China, the brand operates 51 and 64 owned retail stores, including seven and 21 factory outlets, respectively, as of December 31, 2023. During the period from 2019 to December 31, 2023, the brand has opened a net total of 30 new stores in Greater China, as well as a net total of 23 new stores in North America. In Europe and in the rest of Asia Pacific, Arc'teryx operates six and 21 owned retail stores, including two and five factory outlets, respectively, as of December 31, 2023. The brand intends to continue developing its retail real estate portfolio in these markets to drive brand awareness and growth. In Europe, there are retail opportunities in large metro areas such as Paris, as well as iconic, outdoor locations across the Alps, including Chamonix, France, Zermatt, Switzerland and St. Anton, Austria, where important community-building "mountain stores" are targeted to create authentic brand positioning.

Within Outdoor Performance, while Salomon is relatively well known in Europe, we believe brand awareness is significantly lower in Greater China and the United States. These markets represent strong growth opportunities as the technical performance, innovative design and premium nature of the brand's products, especially within footwear, align well with consumer preferences in these markets. In Greater China, Salomon has successfully opened 37 owned retail stores as of December 31, 2023 and has plans to accelerate its retail rollout in this market. Despite still emerging brand awareness, Salomon enjoys specialty niche market positioning in the United States, including being well known for its winter sports equipment.

Within Ball & Racquet Sports, Wilson has a compelling opportunity to leverage its reputation for technical excellence in various sports activities, stemming from its historical success in the North American market. Wilson plans to expand its market leadership in North America while driving growth in both Greater China and Europe. In these newer markets, Wilson plans to leverage its partnership with the NBA as well as capitalize on increasing participation in sports and outdoor activities such as tennis. In Greater China, we believe that higher levels of participation in sports by children, young adults and women provide an opportunity to leverage the Tennis 360 Softgoods strategy to drive apparel and footwear growth while also developing a strong brand relationship with a large and dynamic consumer base. In Europe, Wilson plans to leverage its product authority in racquet sports to drive market share gains in padel, which is a popular fast-growing sport in the region. Fast growing sports like padel and pickleball are also fragmented and provide Wilson an opportunity to innovate on currently relatively standardized equipment.

Optimize Go-to-market Strategies to Conveniently Engage Consumers

Each of our brands employs a customized go-to-market strategy that is tailored specifically to the brand's attributes and designed to effectively reach and captivate consumers. We remain committed to further refining and enhancing our go-to-market strategies with the goal of expanding our market presence, fostering customer loyalty and driving growth. Our DTC strategy will continue to require significant investment and management focus and may present risks and challenges, while our wholesale strategy may be impacted by the strength of our relationships with our wholesale partners.

Within Technical Apparel, for Arc'teryx, the DTC channel is the primary vehicle to engage consumers and drives both online and offline conversions. The DTC channel allows Arc'teryx to seamlessly leverage grassroots community marketing strategies and provides for a more agile inventory management model focused on consistent flow of fresh product. While Arc'teryx has a selective wholesale footprint that will remain an important element in its distribution strategy, we expect owned retail and e-commerce to continue to enable DTC to be the brand's fastest growing channel.

- *Retail Brand Stores:* Elevated brand stores provide a critical space for Arc'teryx to engage directly with consumers, showcase products and build community. Its retail store strategy has evolved to include three differentiated store formats with square footage generally ranging from 1,000-10,000 sq ft. With multiple store formats, the brand has expanded its retail store network, with a focus on global retail hubs like Shanghai and New York. The brand stores are highly productive with an average global sales per square foot of approximately \$1,558 for the year ended December 31, 2023. Brand stores generally have been profitable with a target payback period of 24 months, with actual performance generally exceeding targets based on our global brand store openings for the year ended December 31, 2023. The ReBird™ Care and Repair centers, incorporated in several new stores opened since 2022, have been an important element of the brand's immersive store experience, not only to enhance our efforts in improving the circularity and reusability of our products, but also to drive traffic and consumer engagement.
- *E-commerce:* Arc'teryx's digital platform is a catalyst for the business across all channels by growing brand awareness and serving as a global "storefront" for products and brand identity. We believe the Arc'teryx e-commerce platform will continue to grow as brand awareness accelerates through brand and community marketing investments, which contribute to Arc'teryx's ability to adapt its business based on consumer data received from this platform.

Within Outdoor Performance, we have optimized Salomon's go-to-market strategy from a traditional wholesale model to a modern and balanced consumer-centric retail strategy. The strategy is designed to elevate the brand by selectively choosing premium wholesale partners, curating and segmenting the inventory assortment with them, while also reaching more consumers on a direct basis through owned retail and e-commerce and providing engaging consumer experiences. While the channel mix remains primarily wholesale, DTC has grown from 15% of segment revenue in 2020 to 20.3% in 2023 in an effort to drive penetration globally.

- *Direct-to-Consumer:* The brand has a strategic retail expansion plan, focusing on the development of multi-sport, experiential store formats in select major global cities, such as Paris and Milan, as well as increasing the number of Sportstyle focused stores in Greater China. For e-commerce, Salomon recently redesigned its website with a vision to inspire, guide and equip new and returning consumers to unleash their potential through mountain sports. We believe the platform provides an immersive and frictionless brand experience which has led to increased traffic and conversion. We expect growth on the e-commerce platform to scale with retail expansion as brand awareness increases and Salomon builds larger brand communities.
- *Wholesale:* Salomon targets high-quality wholesale partners, including specialty retailers, globally to attract new consumers. The brand collaborates with partners to drive higher per door productivity.

Many of the brand's specialty retailer partners focus directly on Salomon's core competencies, including product expertise in hiking and trail running. Within outdoor and trail running shoes, Salomon is focused on consolidating the number of accounts and improving productivity. Within the Sportstyle category, Salomon is similarly focused on improving productivity while expanding the number of retail partners carrying the brand's products. Salomon intends to further increase its number of strategic wholesale accounts in Europe, especially in underpenetrated areas of Western Europe, as well as the United States where Salomon seeks to target top-tier sporting goods retailers.

Within Ball & Racquet Sports, Wilson Sporting Goods's go-to-market strategy revolves around highly productive wholesale relationships complemented by owned retail stores and an e-commerce platform that create excitement around Wilson's categories and elevate Wilson's brand. The wholesale channel is pivotal for Wilson as we believe many consumers prefer to shop in stores where expert recommendations are available and can be critical to driving the point-of-sale for sporting goods. Approximately 50% of Wilson's wholesale revenue in 2023 came from differentiated specialty retailers. Through strong wholesale relationships and a complementary DTC strategy, Wilson aims to continue increasing consumer engagement in the appropriate channels. Importantly, while Wilson's owned store footprint is expected to remain relatively small and targeted, these stores serve as important consumer touchpoints to build engagement with the brand in high-quality, immersive retail environments.

- *Wholesale:* Wilson’s wholesale channel comprises more than 15,000 wholesale partners globally for the year ended December 31, 2023, balanced between traditional and specialty retailers and smaller pro shops and country clubs. Through internal, specialized sales teams, Wilson closely collaborates with its wholesale partners to deliver a premium and educational consumer experience that drives brand productivity. As Wilson continues to deliver superior products, it intends to continue increasing productivity and shelf space with strategic wholesale partners.
- *Direct-to-Consumer:* Wilson leverages DTC channels to complement its wholesale strategy by increasing brand awareness and elevating the brand. Wilson has owned retail stores in strategic locations, such as New York City and Chicago, which provide an immersive consumer experience and illuminate Wilson’s leadership across categories. The brand’s retail strategy is complemented by a global e-commerce platform with innovative digital capabilities, such as a direct-to-team baseball offering that leverages Wilson’s dynamic portfolio of brands and connections with baseball academies, clubs and organizations. Overall, we believe DTC will continue to play a critical role in driving traffic and conversion for Wilson in both the DTC and wholesale channels as brand equity and awareness grow.

Grow Brand Awareness, Expand Our Communities and Increase Customer Loyalty

We believe efforts to drive higher levels of brand awareness and increased customer loyalty across key markets are critical for each of our brands to achieve their commercial potential. As such, each brand has developed robust global marketing programs that build on the authenticity of each brand through strategies ranging from “grass roots” local community activities, to large scale global on-mountain events, to sophisticated original content and social media campaigns that leverage digital marketing.

Within Technical Apparel, Arc’teryx has created a reputation of authenticity and an uncompromising standard of excellence. The result has created a passionate, loyal following for the brand. However, Arc’teryx global brand awareness levels are relatively low when compared to more established premium outerwear brands. The brand plans to tactically increase brand awareness and curate more passionate communities through the following global strategies:

- *Arc’teryx Academies:* Each year, Arc’teryx hosts several global events in some of the most iconic alpine destinations around the world such as Chamonix, France; St. Anton, Austria and Whistler, British Columbia. Each Academy focuses on a different mountain sport discipline and is open to the public.
- *Store-Driven Events:* Arc’teryx’s events enable the brand to connect to the communities surrounding the brand’s stores. These events range from design discussions, music performances, to speaker series hosted both in-store and online.
- *Original Content + Digital and Social Media:* Arc’teryx produces original content films with talented filmmakers that feature sponsored athletes. These films include examples such as Unfinished Business, a documentary about Greg Hill summiting all 20 peaks of the Spearhead Traverse in one day and Keep It Real, a video on the underground UK bouldering scene that provided original content to enable authentic brand storytelling across social media channels. We believe original content combined with digital marketing strategies will increase Arc’teryx brand awareness globally.

Within Outdoor Performance, while the Salomon brand has existed for more than 75 years, we believe there is an opportunity to grow brand awareness globally, particularly in North America and Greater China. To drive brand awareness, Salomon plans to use the following integrated, brand-first marketing strategy to communicate key product stories:

- *Television, Digital and Social Media:* Using television, digital and social media, Salomon plans to effectively communicate its brand story to a large audience of consumers and form a deeper connection. For example, in 2022, Salomon unveiled the new “Tomorrow is Yours” campaign aimed at inspiring a wider, younger and more diverse audience to connect with the outdoors. We believe this comprehensive global campaign increased brand awareness and perception globally.
- *Brand Ambassadors:* Professional athletes trust Salomon in the most demanding competitive environments, which is the greatest form of product validation. In total, more than 600 professional athletes across trail running, snowboarding and alpine and Nordic skiing actively use Salomon products. These athletes provide individual product and brand storytelling opportunities to drive awareness.

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- *Loyalty Program:* In 2022, Salomon launched its loyalty program, S/Plus which allows consumers to earn points for each purchase, access exclusive products and receive other members only benefits.
- *Original Content:* Salomon.tv originated in 2009 as the original branded content platform in sports, featuring original and authentic stories highlighting athletes, sports, products and community.
- *Events:* Salomon has developed a leading series of running events in some of the most iconic outdoor destinations around the world called The Golden Trail Series (“GTS”). These events are the only running events in the world designed and developed for a global television audience. In 2023, GTS events were broadcasted on Eurosport across 53 countries. Salomon plans to further increase spending to add events in Japan and Greater China to complement the United States and European races, entrenching Salomon as the leading global brand powering the sport of trail running.

Within Ball & Racquet Sports, Wilson has recently elevated its brand through consistent, cohesive brand messaging across sports categories. Today Wilson is thoughtfully balancing product marketing and brand marketing to engage consumers, and it intends to continue growing its brand awareness in key global markets through the following strategies:

- *Professional Partnerships:* For more than 110 years, Wilson has been and continues to be a part of championship-level performance for some of the world’s best athletes and iconic sports leagues. These endorsements and partnerships serve as a competitive advantage, providing a differentiated opportunity to convey a story around “Play What the Pros Play.” Wilson plans to continue leveraging these partnerships with both professional leagues and young aspiring talent across sport activities to build brand awareness globally.
- *Strategic Marketing:* Known for product excellence across sport categories, Wilson is establishing a cohesive brand identity that sources and amplifies brand equity from each categories’ leadership and authenticity, effectively shifting from category marketing to brand marketing. Wilson leverages digital marketing, social media platforms, experiential concepts and collaborations with brands such as KITH to deliver authentic brand and product messaging to consumers. The digital marketing strategy combines personalized targeting, engaging content and data-driven optimization to build brand awareness and drive consumer engagement. In 2022, the brand launched a marketing program for everyone to “Live Like an Athlete,” which immediately increased the brand’s social media engagement. Wilson continues to build on this brand momentum through the Wilson Tennis 360 Softgoods strategy and a comprehensive brand campaign delivered in 2023.

Leverage the Amer Sports Platform to Scale All of Our Brands

We have laid the foundation and infrastructure to enable premium brands to thrive and scale on the Amer Sports platform. The ability for brands to chart their own consumer-centric strategies while leveraging the global scale and capabilities of our platform provides an opportunity for all our brands across each of our three segments to accelerate their growth in a profitable manner. For example, Atomic and Peak Performance have an opportunity to leverage our platform to increase their presence globally. Atomic is a leading player in winter sports as validated through the use of Atomic equipment by some of the world’s best alpine athletes, including Mikaela Shiffrin. We intend to leverage this professional brand halo to capture additional market share in the global winter sports equipment industry and further extend the Atomic brand to apparel and accessories. Given its Nordic roots, Peak Performance has a strong following within EMEA; however, there is an opportunity to expand the brand globally in the Americas, Greater China and the rest of Asia Pacific.

Our Brands and Products

Our portfolio consists of 11 globally recognized brands in our three segments: Technical Apparel, Outdoor Performance and Ball & Racquet Sports.

Technical Apparel

Arc'teryx

Founded in 1989 in North Vancouver, British Columbia, Arc'teryx is an outdoor apparel brand built on the principle of obsessive, precise design and construction. Arc'teryx gear pushes the boundaries of performance and enables adventurers to excel in their outdoor pursuits. The products are known for their minimalist design, sleek and streamlined aesthetic, highest-quality craftsmanship with special construction and durability to withstand the rigors of extreme outdoor adventures. Arc'teryx has been shaped by the Canadian Coast Mountains where its headquarters are located, a remote area with challenging terrain that provides the perfect environment for the brand to test products in real-world conditions. We believe this resource allows the team to create some of the best-fitting, longest-lasting, and highest-functioning technical products with unrivaled performance at the point of extreme need.

Arc'teryx's product offering includes technical outdoor apparel, footwear and accessories, including climbing gear.



Atom LT Hoody (\$300)



Alpha SV Jacket (\$900)



Acrux LT GTX Boot (\$400)



Bora 75 Backpack (\$360)

Peak Performance

Peak Performance is an apparel and accessories brand born in the Swedish mountains out of a love for skiing in remote terrain. The brand's passion for adventure and nature runs deep. Peak Performance is for like-minded souls with an urge to explore wild and beautiful places, both near and far, from the mountains to the city. Together with friends or alone, for clearing heads and reconnecting with nature, commuting to work or simply hanging out, all Peak Performance products have the same purpose: to empower the freedom to be adventurous and live everyday life to the fullest, 365 days a year.

Outdoor Performance

Salomon

Born in the French Alps in 1947, Salomon is the modern mountain sports lifestyle brand. Salomon creates premium footwear, apparel, gear and winter sports equipment that focuses on superior design and function. The brand's success in winter sports propelled it to diversify into other outdoor sports, namely trail running, road running and hiking. Today, Salomon is one of the global leading trail running brands with athlete success at all levels of the sport. Their footwear is widely recognized for its durability, functionality and performance. Salomon's products are conceived by highly experienced and expert engineers, designers and athletes in its Annecy Design Center in France.

Salomon's product offering includes hiking and running footwear, functional apparel, skiing and snowboarding gear and lifestyle footwear.



S/LAB PULSAR 2 Trail Shoes (\$180)



Bonatti Trail Jacket (\$180)



Sportstyle XT-6 Shoe (\$200)



S/RACE GS Skis (€1150)

Atomic

Founded in 1955 in the heart of the Austrian Alps, Atomic is one of the world's largest ski-manufacturer by revenue. The brand designs and produces skis used by some of the top competitors in the world across every discipline. From World-Cup racing to the X-Games, Nordic to ski mountaineering to the most demanding backcountry adventures, skiers like Mikaela Shiffrin, Hermann Maier and Chris Benchetler all trust Atomic to bring them to the finish line. In turn, these and many other elite skiers provide feedback from the highest levels of competition and performance to help guide research and development and innovation at Atomic. Through its passion for skiing, with leading quality and technological innovations, the brand drives the sport of skiing forward.

Armada

Armada is an athlete-focused ski brand. Rider-driven, design obsessed, and with technologically superior products, it is the reference for modern skiing and the mountain lifestyle. Armada was founded in 2002 and as of December 31, 2023, distributes products in 29 countries globally.

ENVE

ENVE Composites is dedicated to being the most desired aftermarket brand in the bike industry and delivering performance without compromise. Founded in 2007 in Ogden, Utah, ENVE serves the four key disciplines of cycling including: mountain, road, triathlon and gravel.

Ball & Racquet Sports

Wilson

Founded in 1914 in Chicago, Illinois, the Wilson brand is a leading manufacturer of high-performance sports equipment, apparel, footwear and accessories, with more than a century of innovation, history and heritage in racquet sports, baseball, softball, football, basketball, volleyball, soccer and golf. Wilson has a legacy as the top-of-the-line sports equipment and is associated with legendary athletes, including Roger Federer, Russell Wilson and Jamal Murray, among many others. In addition, professional sports leagues, including the NBA, WNBA, NFL, and two Grand Slam Tennis Championships, as well as the NCAA, use Wilson products for competitions. Wilson has partnered with the NFL for more than 80 years, the NCAA for more than 20 years, and the US Open for 45 years. These athletes and leagues add to the credibility and reputation of Wilson's superior products, make it one of the world's most recognized and respected brands and contribute to Wilson's authenticity and leading market positions across sports. Quality and performance are paramount to Wilson's products, which undergo rigorous testing to ensure durability, reliability and superior performance. Wilson leverages player insights to create products that push equipment and apparel innovation into new territories, empowering athletes at every level to perform at their best.

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Wilson's product offering includes sporting equipment for tennis, baseball, American football, basketball, golf, and various other professional and recreational sports, as well as functional athletic apparel.



Pro Staff RF97 V14 Racket (\$220) A2000 Infield Baseball Glove (\$300) "The Duke" NFL Football (\$150) Midtown Tennis Skirt (\$70)

Louisville Slugger

Louisville Slugger was founded in 1884 in Louisville, Kentucky and today is one of the most iconic brands in the world of baseball equipment. We believe the name Louisville Slugger is synonymous with high-quality, handcrafted wooden baseball bats that have been used by some of the world's most legendary players, including Hall of Famers, MVPs and World Series champions. The brand continues to be loved and respected in the world of baseball, representing tradition, craftsmanship and excellence.

DeMarini

DeMarini prioritizes performance and constantly innovates in baseball, fastpitch and slowpitch softball with bats designed and built in the United States. DeMarini was founded in 1989 and has over 60,000 square feet of facilities used purely for R&D and manufacturing. In 2016, DeMarini introduced its online custom bat builder, which we believe was the industry's first.

EvoShield

EvoShield offers custom-fitting protective gear and apparel with Gel-to-Shell® Technology for baseball, softball, football and lacrosse. EvoShield was founded in 2002 and provides equipment to world class athletes.

ATEC

As the Official Training Equipment Supplier of Major League Baseball, ATEC elevates baseball and softball practice sessions with innovative machines and tools. ATEC was founded in 1971 in Nevada, United States, and offers pitching machines that can fire fly balls over 350 feet from home plate and tops out with fastballs at 100 miles per hour.

Sustainability

Two of the most prominent trends of our time are at the heart of Amer Sports' business: health and longevity, and sustainable consumption. As a global group of sports and outdoor brands, we believe we can foster more sustainable lifestyles, encourage mindful consumption and promote well-being. While the sports and outdoor industry connects us with nature, we also understand it can consume our planet's precious resources. Together with our brands, we seek to build a sustainability culture that will encourage us all to think bigger, go further and be better.

Sustainability is an integral part of our growth strategy. We are determined to pursue growth in a sustainability-conscious manner. We believe we can do this by integrating sustainability into our operations, from design to supply chain to sales. Our updated sustainability strategy guides this commitment and supports our vision to become a global leader in premium sports and outdoor brands. Our management oversees the implementation of our sustainability strategy. Cross-functional operational teams drive our efforts on sustainable business practices, led by the Amer Sports platform with participation across key brands and functions. Working groups plan and execute roadmaps on sustainability initiatives in key areas identified, such as climate change, circular economy, responsible procurement and supply chain, human rights, and diversity, equity, and inclusion. We also perform or commission third-party audits, where applicable, including to monitor sourcing partners in their compliance with industry standards, regulations and our own expectations regarding sustainability.

We strive to continuously improve our reporting and transparency. Our sustainability framework was created in reference to the Global Reporting Initiative (GRI), the Greenhouse Gas Protocol and CDP frameworks. In line with guidance provided by the European Union Corporate Sustainability Reporting Directive (CSRD), we have identified three key priorities: climate change, circularity and sustainable procurement.

- We have committed to set science-based near-term and net-zero emission reduction targets at the group level, which we intend to submit to be validated by the SBTi. Further, Arc'teryx and Salomon have each set brand-level near-term science-based emission reduction targets for 2030 approved by the SBTi. In addition to the net zero 2050 target, the SBTs are expected to include existing targets of reaching 100% of our electricity consumption produced with renewable energy by the end of 2027, and 50% of the purchase volume from our tier 1 and 2 suppliers produced with renewable electricity by the end of 2030.
- We are committed to circularity in the design and creation of our products which we believe are built to last and easy to repair, refurbish, or resell. We are also actively exploring new business models and services such as Arc'teryx ReBird™ and Peak Performance WearAgains and sharing best practices across the group.
- To promote social sustainability in our supply chain, we expect all our tier 1 suppliers to sign the Amer Sports Ethical Policy, our supplier code of conduct. Our policy is aligned with the FLA Code of Conduct, and addresses employment relationships, child labor, forced labor, harassment and abuse, discrimination, compensation, working hours, and health and safety. We expect that our tier 1 suppliers and nominated tier 2 suppliers will have also conducted social compliance training and annual audits reflecting FLA standards by 2025 in accordance with our contractual requirements.

We are also focused on sustainable business practices at the brand level. For example, Arc'teryx opened five new ReBird™ Service Centers in the United States, Canada, Greater China and Japan. ReBird™ Service Centers offer consumers complementary repair services for their Arc'teryx gear, connecting consumers to the brand's ongoing focus on improving circularity (which promotes the turning of used products into materials for new/repurposed products or otherwise extending such products' lifespans, as opposed to a linear consumption model where such original products often end up disposed of and treated as "waste"), including upcycling, resale, care and repair. Arc'teryx's sustainability program, ReCare™, provides consumers with information on home care and field repair for their products, while the ReCut™ program diverts rescued textiles that are repurposed into original and coveted pieces and the ReGear™ program accepts used gear and refurbishes it for sale on the ReGear™ platform. Salomon and Peak Performance have reduced the need for materials and transport by using 3D product samples for sales purposes and is looking to expand the use of 3D in consumer experience and e-commerce. Peak Performance's second-hand initiative, WearAgains, offers consumers a platform where they can buy and sell pre-owned Peak Performance products, either in-store or on our online marketplace. Salomon developed the ground-breaking Index 0.1 shoe with a differentiated thermoplastic polyurethane outsole which significantly reduces greenhouse gas emissions in manufacturing and is designed to be recyclable into ski boot shells. Salomon has renewed its MTN ski touring range to reduce its impact on the environment-with products now produced also with up to 30% bio-sourced or recycled materials, and the brand's ADDIKT PRO on-piste ski line is made with recycled ABS sidewalls. In addition, our ski factory in Altenmarkt, Austria drives continued energy efficiency improvements by using local wood chips instead of oil to heat the factory, resulting in a 95% carbon footprint reduction from heating as calculated by a lifecycle assessment using GaBi Databases.

We intend to further strengthen our organization and improve our processes, the transparency of our communication, and the scope, reliability, and depth of our data disclosure to be able to meet or exceed our targets. While we recognize the challenge of growing the business without growing the environmental and social impacts, we believe that our strategy, actions and measures can support our journey to sustainable growth. We plan to achieve it together with our differentiated portfolio of leading brands and the many talented people across the global Amer Sports community.

Supply Chain

Our supply chain is built on the belief that premium products require thoughtful craftsmanship. Our global supply chain organization is responsible for the operational planning, manufacturing, sourcing and distribution of products to our customers. We pride ourselves on delivering high-quality apparel, footwear, equipment, protective gear and accessories to our global community of consumers, while working to maintain high standards for labor practices and workplace conditions and decrease the environmental impact of our supply chain.

Sourcing and Manufacturing

We believe the combination of our owned and sourced manufacturing across different geographic regions provides a well-balanced, flexible approach to product procurement. Since our ownership transition in 2019, we have adapted our sourcing practices and supply chain to align with our brand-direct operating model, optimizing our supply chain to provide our brands with a higher degree of autonomy over their individual sourcing and supply chain needs. Sourcing, including vendor selection, is now carried out at the brand level, enabling our brands to be more nimble in their supply chain decision-making. In order to maintain the synergistic benefits of the group's scale and consistency to group strategy and standards, back-office services, sustainability, oversight, compliance and quality control continue to be carried out by the group's global sourcing team, including relevant human resources, finance and IT services. To further leverage our diversified setup and scale, we develop and facilitate communications across all brands, in the areas of quality control, sustainability, supply chain management and materials sourcing. This dynamic allows us to have oversight over the various brands, promoting and managing adherence to our Code of Conduct and Ethical Policy, while realizing cost savings from both a scale and operational perspective.

In 2023, approximately 83.0% of our products were sourced from a network of third-party strategic suppliers, with approximately 65.9% of such products sourced from Asia Pacific (excluding Greater China), approximately 29.5% from Greater China, approximately 1.9% from EMEA, and approximately 2.7% from the Americas. We have a diversified sourcing network, with no single tier 1 supplier accounting for more than 16.6% of total supply in 2023. Our sourced manufacturing agreements are generally on a fixed price purchase order basis which renew annually.

Several of our hard goods products, such as ski boots and bindings, baseballs bats and baseballs, are produced at owned manufacturing facilities in the United States, Canada and Europe. We source the raw materials for our owned manufacturing on generally the same terms as our contracts with sourced manufacturers. We have multiple sources for most of our materials and components of our products, but rely on a small number of sole source suppliers, such as for Gore-Tex, which is used in our Arc'teryx, Salomon, Peak Performance and Atomic products. Key raw materials used in our supply chain include synthetic fabrics and natural products, including blend fabrics, nylon, polyester, down and cotton, as well as plastics, rubber, carbon and metals.

In making decisions about the location of suppliers and manufacturing operations, we consider a number of factors including the raw material source, the final destination, production lead times, transport lead times, labor cost, product complexity, the ability to pursue upside demand, as well as geopolitical risks and developments related to duties, tariffs and quotas. We also seek out alternative suppliers and manufacturers in order to manage concentration risk and develop contingency plans for responding to disruptions. Where possible, we use at least two suppliers for a given product to reduce supply risk and to promote competition among suppliers on the basis of cost and quality.

In peak seasons, our supply chain operations employ approximately 4,400 employees, including approximately 900 contract workers. As many of our brands are shifting quickly to a higher DTC mix, the agility and speed of our supply chain has become an increasingly important competitive factor to our business, as we are more often becoming the final step between our products and the end consumer.

Distribution

Products are shipped from our owned and sourced manufacturing facilities to distribution centers around the world. Our extensive distribution network, consisting of third-party as well as Amer Sports owned and leased distribution centers, is shared between the brands, allowing each of them to leverage warehouses globally. We directly operate 9 of our 19 distribution centers, and we carefully determine the remaining third-party contracted centers depending on our presence in the region. Our distribution centers are strategically located to provide speed and service to our consumers at efficient costs and supported by a transportation network built on a set of core-carriers for sea, land and air-transport, under defined service-level agreements. We believe that the benefits from operating our supply chain on a group level, as opposed to the brand level, deliver significant cost savings while maintaining high service levels.

Marketing

Our brands' advertising and marketing functions focus on differentiating their individual positioning and highlighting product qualities, while creating globally unified messaging with appropriate regional nuances in order to maximize brand recognition, and drive demand from initial end consumer awareness to long-term loyalty. Our brands are continuing to develop integrated, multi-channel marketing strategies designed to effectively reach their target consumers. Each brand pursues this strategy through the use of a variety of media channels, including both traditional media channels as well as digital media channels such as display, online video, social media, paid search and influencers, along with engagement with brand ambassadors, including partnerships with professional athletes and professional sports leagues. Our brands also pursue a variety of "grass roots" initiatives to build community engagement leading to interest and word-of-mouth marketing.

In addition, by leveraging insights across product offerings, we seek to understand how consumer behavior and expectations are changing. Our brands employ marketing analytics to optimize the impact of advertising and promotional spending and continuously evolve their brand messaging to ensure that they drive relevance with consumers. Certain brands also participate in cooperative advertising on a shared cost basis with wholesale partners in traditional and digital, including by providing advertising support in the form of point-of-sale fixtures and signage to enhance the presentation and brand image of products. Our brand websites are also designed to enhance consumer understanding of their product offering and help consumers find and buy our products. Each brand employs a support team that is responsible for customer service at the consumer level as well as a sales force that manages our customer relationships.

Technology Infrastructure

We have invested in establishing a shared IT infrastructure and platform architecture, supported by a centrally managed IT organization with teams in all brand locations. This group architecture supports robust and scalable IT operations, is designed to ensure security and compliance and is the foundation for efficient group services including finance, tax, customs and supply chain. This architecture further supports the implementation of brand specific business strategies and processes, allowing brand-dedicated applications and solutions directly managed by brand IT teams to be integrated, while still benefitting from the overall group IT infrastructure. Our enterprise architecture is built around a global SAP ERP system, providing a scalable digital core as a system-of-record for finance, sales, inventory and purchasing. We are currently in the process of upgrading this platform across our segments.

Competition

The markets in the sports and outdoor industry are highly competitive and fragmented. They include increasing competition from established companies who are expanding their production and marketing of performance products, as well as from frequent new entrants to the market. Given the breadth of our portfolio and global footprint, we compete with a broad set of competitors that include Moncler, Canada Goose, Lululemon Athletica, On Running, Hoka, The North Face, and Babolat, in their respective categories.

Competition in the sports and outdoor industry is principally centered on the basis of brand image and recognition, product quality, innovation, design, sustainability, distribution and price. We believe that we successfully compete on the basis of premium products and our clear focus on the consumer, as well as our technical innovation. See "Item 3. Key Information—D. Risk Factors." for additional information on our competitive risks.

People and Culture

Amer Sports employees share a passion for sports. We believe our people's connection to sporting and outdoor activities is a key benefit to our business as we understand the needs of consumers and athletes globally, which in turn helps drive a performance-driven, winning culture.

Our strategy as it relates to human resources and relationships with our employees, which we refer to as our "People Vision," is to attract and unite some of the best consumer-minded people in the sports and outdoor industry. Our People Vision focuses on three pillars:

- Best people: building high-quality leadership and capabilities to execute our business strategy.
- Great engagement: fostering strong engagement and a great employee experience through clear purpose and values, a dynamic feedback culture enabled by an advanced survey system, strong development programs and opportunities.
- Superior performance: as a result of the above, combined with competitive rewards and a strong focus on productivity. A passionate and performance-driven culture is our strength and creates attractive development opportunities for our people and our business.

Human Resources

Our human resources function follows our brand-direct operating model, whereby the brands have autonomy to drive their individual resource plans in alignment with their brand strategies. The brand-level functions are supported by a group-level human resources function in order to provide technological and capability program scale and efficiency, reporting capabilities and overall governance, such as compensation framework and plans. The brands also benefit from shared human resources services across all regions, which allow them to operate efficiently across the world and ensure compliance with local laws and regulations and with operational activities such as payroll administration.

Capability and Culture

In recent years, Amer Sports has focused on capability building across the group. During the COVID-19 pandemic, Amer Sports began an internal restructuring process that included strategically reallocating existing and hiring new employees to support focus areas, such as our DTC channel and expansion in China. Our capability and resource planning is based on an annual people process called Strategy, Structure and Capability Review (SSCR) where we review and ensure sufficient capabilities across our brands and group functions to execute our short- and long-term strategic plans. We align the development ambition of our people with execution of our growth strategy. We have also sought to strengthen capability throughout the group across levels in our brands and functions with over 2000 new hires in the past two years. In addition, we have made significant efforts to facilitate learning and development across the company, including through a modern learning management system and leadership development programs within our brands, as well as a group-wide Leadership Academy that we expect to be implemented in 2024. We are committed to providing opportunities for the continuous development and learning of all our people.

We believe that engagement needs to be built on a strong understanding and commitment to a shared purpose and values, which we are renewing across our global organization. In 2022, we started utilizing a state-of-the-art employee engagement survey platform that allows us to regularly and flexibly survey engagement and understand gaps to address them in a systematic way based on scientifically tested drivers of engagement, inclusion and well-being. We strive to provide a workplace that is inclusive, engaging and gives opportunities for growth.

We are committed to continuing to promote diversity in the workplace which reflects the global environment in which we operate. Through our ongoing encouragement of a workplace environment where diversity and inclusion are valued, we believe we better serve our consumers and our organization. We continue to believe that different ideas, perspectives, and backgrounds create a stronger and healthier culture and contribute to superior performance.

We are also committed to creating an ethical workplace and community, and we always strive to improve. All of our employees are trained in and subject to our company Code of Conduct, which describes how we all put our values into practice every day and sets the standard for the conduct expected by all Amer Sports employees. Further, we expect our whole value chain, from our own operations to our sourcing partners, to adhere to international standards for human and labor rights. We have been a member of the internationally recognized FLA since June 2020, and our vendor sustainability team monitors the labor practices of our Tier 1 suppliers seeking to ensure they meet the requirements set out in our Ethical Policy.

Intellectual Property

Our long-term commercial success depends, in part, on our ability to obtain, maintain, protect and enforce our intellectual property rights in our brands, designs, technologies, proprietary information and processes, preserve the confidentiality of our trade secrets, operate our business without infringing, misappropriating or otherwise violating the intellectual property rights of third parties and prevent third parties from infringing, misappropriating or otherwise violating our intellectual property rights. We seek to protect our investment in the development of our brands, designs, technologies, proprietary information and processes, and trade secrets by relying on a combination of patent, trademark, copyright, design, and trade secret laws, in addition to confidentiality procedures and contractual provisions.

We rely on our trademarks and related domain names and logos to market our brands and to build and maintain brand loyalty and recognition. As of December 31, 2023, we owned approximately 6,217 trademark registrations, and approximately 466 trademark applications, across over 120 different jurisdictions, including the United States, the EU, the PRC, Japan and other major markets. These trademarks include, among others, our principal brands of Arc'teryx, Salomon, Wilson, Peak Performance, Atomic, ENVE, Armada, Louisville Slugger, DeMarini and EvoShield, and their related logos. The current registrations of these trademarks are effective for varying periods of time and may be renewed periodically, provided that we, as the registered owner, comply with all applicable renewal requirements including, where necessary, the continued use of the trademarks in connection with similar goods and services. In addition to our trademarks, as of December 31, 2023, we owned approximately 887 domain name registrations, including Arcteryx.com, Salomon.com, Wilson.com, Peakperformance.com, Atomic.com, Enve.com, Armadaskis.com, Slugger.com, Demarini.com and EvoShield.com. However, despite our efforts to obtain, maintain, protect and enforce our trademarks, there can be no assurance that these protections will be available in all cases, and our trademarks may be challenged, infringed, misappropriated, circumvented, otherwise violated, declared generic, determined to be dilutive of or infringing on other trademarks or may lapse. The occurrence of any of these events could result in the erosion of our brands and limit our ability to market our brands, as well as impede our ability to effectively compete against competitors with similar products or technologies.

As of December 31, 2023, we owned approximately 464 issued U.S. patents (including design patents), 122 pending U.S. patent applications (including design applications), 705 issued foreign patents (including design registrations), 176 pending foreign patent applications (including design applications) and 116 pending PCT applications relating to technologies, components, materials, features, functionality, and industrial and aesthetic designs used in and for the manufacture of various of our products.

The term of individual patents and design registrations depends upon the legal term for patents and design registrations in the countries in which they are granted. In most countries, including the United States, the patent term is 20 years from the earliest claimed filing date of a non-provisional patent application in the applicable country. In the United States, the term of a design patent is 15 years from the date of grant of the patent, and the term of a similar design registration in foreign jurisdictions may vary. Additionally, in the United States, a patent's term may, in certain cases, be lengthened by patent term adjustment, which compensates a patentee for administrative delays by the United States Patent and Trademark Office in examining and granting a patent. It may also be shortened if a patent is terminally disclaimed over a commonly owned patent or a patent naming a common inventor and having an earlier expiration date. We cannot be sure that our pending patent applications that we have filed or may file in the future will result in issued patents in any jurisdiction, and we can give no assurance that any patents that have been issued or might be issued in the future will protect our current or future products, will provide us with any competitive advantage, and will not be challenged, invalidated, or circumvented.

We seek to control access to and use of our designs, technologies, trade secrets, proprietary information and processes, and other confidential information through the use of internal and external controls, and through the inclusion of contractual protections in agreements with employees, contractors, customers and partners. While we seek to enter into confidentiality, intellectual property assignment and non-compete agreements, as applicable, with our employees, contractors and other third parties, we may fail to enter into such agreements with all relevant parties, such agreements may not be self-executing, may be breached, and might not be completely enforceable. As a result, we may not be able to meaningfully protect our trade secrets. Moreover, we may be subject to claims that such parties have misappropriated the trade secrets or other intellectual property or proprietary rights of their former employers or other third parties.

For more information regarding the risks related to our intellectual property, see “Item 3. Key Information—D. Risk Factors—Risks Related to Our Intellectual Property and Information Technology.”

Government Regulations

In the United States, EU and the other jurisdictions in which we operate, we are subject to, laws governing advertising and product labeling, environmental, health and safety, ESG laws and regulations, data privacy and security laws, rules and regulations, antitrust and competition laws and labor and employment laws, among others. Our products, which are predominantly manufactured in countries other than the United States and which are shipped into over 100 countries across the world, may be subject to tariffs, treaties, and various trade agreements, as well as laws affecting the importation of consumer goods. It is our policy and practice to comply with all government regulations applicable to our business. The process of complying with applicable federal, state and local regulations in the United States and around the world may be complex, time consuming and costly. In addition, the global regulatory landscape is subject to rapid and unexpected changes, some driven by geo-political influences, and there has been a general trend toward increasingly stringent regulation and enforcement around the world in recent years. New or more stringent laws or regulations, more restrictive interpretations of existing laws or regulations, court practices or increased enforcement actions by governmental and regulatory agencies around the world could increase our ongoing costs of compliance, alter the environment in which we do business or otherwise adversely affect our business. If we fail to comply with any new or existing laws or regulations, we may be required to pay damages, cease advertising or promotional activities, alter our products or marketing materials, cease selling certain products and possibly face fines, corrective measures or other types of sanctions. Furthermore, as we continue to expand our global operations, we may be required to comply with market-specific laws and regulations, including by obtaining approvals, licenses or certifications from a particular country’s regulators. Failure to obtain these approvals, licenses or certifications or comply with these laws or regulations could impede our growth prospects and otherwise adversely affect our business, results of operations or financial condition. For additional information about risks associated with government regulations, see “Item 3. Key Information—D. Risk Factors—Risks Related to Litigation and Regulation.”

Advertising and Labeling

The Federal Trade Commission (the “FTC”) regulates the use of endorsements and testimonials in advertising as well as relationships between us, on the one hand, and advertisers and influencers, on the other hand, pursuant to principles described in the FTC’s Guides Concerning the Use of Endorsements and Testimonials in Advertising (the “Endorsement Guides”). The Endorsement Guides provide that an endorsement should reflect the honest opinion of the endorser and cannot be used to make a claim about a product that the product’s marketer could not itself legally make. The Endorsement Guides also stipulate that, if there is a connection between an endorser and the marketer that consumers would not expect and this connection would affect how consumers evaluate the endorsement, then that connection should be disclosed.

Although the Endorsement Guides are advisory in nature and do not operate directly with the force of law, they provide guidance about what the FTC staff generally believes the Federal Trade Commission Act (the “FTC Act”) requires in the context of using endorsements and testimonials in advertising. Any practices inconsistent with the Endorsement Guides can result in violations of the FTC Act’s proscription against unfair and deceptive practices. If our advertising claims or claims made by our social media influencers or by other endorsers with whom we have a material connection do not comply with the Endorsement Guides or any requirements of the FTC Act or similar state requirements, then the FTC and state authorities could subject us to investigations and enforcement actions, impose penalties, require us to pay monetary consumer redress, require us to revise our marketing materials or require us to accept burdensome injunctions, any of which could adversely affect our business, results of operations or financial condition. Furthermore, the National Advertising Division (“NAD”) of the Better Business Bureau administers a self-regulatory program of the advertising industry to ensure truth and accuracy in national advertising. NAD monitors national advertising and entertains inquiries and challenges from competitors and consumers.

We may also be subject to various state consumer protection laws, including California’s Proposition 65, which requires a specific warning on any product that contains a substance listed by California as having been found to cause cancer or birth defects, unless the level of such substance in the product is below a safe harbor level.

Many countries and markets outside the United States have similar, and sometimes more stringent, regulations of advertising practices. For example, in the European Union, advertising of products is subject both to general consumer advertising requirements pursuant to the Unfair Commercial Practices Directive (Directive 2005/29/EC), which imposes a general prohibition on misleading and aggressive advertising and in the PRC, the Advertising Law regulates advertising and puts similar restrictions on such activities.

Environmental, Health and Safety

Federal, state and local authorities in the United States, as well as comparable authorities around the world, enforce a broad range of environmental, health and safety laws and regulations in the jurisdictions in which we and our third party suppliers manufacture and sell our products or otherwise operate our business. These include requirements governing product content and labeling, worker health and safety, the handling, manufacture, transportation, storage, use and disposal of chemicals and other hazardous materials and wastes, the discharge and emission of pollutants and the cleanup of contamination in the environment. We could incur substantial costs, including civil or criminal fines or penalties, enforcement actions and other third-party claims and cleanup costs as a result of our failure to comply with, or liabilities under, such laws and regulations or permits required thereunder. Under certain environmental laws and regulations, we may be subject to liability for environmental investigations and cleanups, including at properties that we currently or previously owned or operated, or at sites at which waste we generated was disposed, even if the contamination was not caused by us or the relevant conduct was legal at the time it occurred. We are addressing contamination from historical operations in the United States that has been identified at certain of our current or former properties. The ultimate cost at such sites is difficult to accurately predict and we may incur significant additional costs as a result of the discovery of contamination or the imposition of additional obligations (including in connection with expansions or renovations of our facilities) at these or other sites in the future.

We also are subject to extensive and evolving regulations regarding the manufacturing, processing, distribution, importing, exporting and labeling of our products and their raw materials. In the European Union, the Registration, Evaluation, Authorisation and Restriction of Chemicals (“REACH”) regulations came into effect in 2007, with implementation rolling out over time. Registered chemicals then can be subject to further evaluation and potential restrictions. Since the promulgation of REACH, other countries have enacted or are in the process of implementing similar comprehensive chemical regulations. In addition, California’s Proposition 65 requires companies to place warnings on products sold in California that contain one of approximately 900 chemicals known to the state of California to cause cancer, birth defects or other reproductive harm. The California state attorney general, as well as private citizens, can file lawsuits against companies for alleged failure to comply with Proposition 65; from time to time, we have received such lawsuits regarding certain of our products.

Our operations are also subject to regulation in the United States under federal, state and local occupational health and safety standards, as well as occupational health and safety standards applicable to our operations in other jurisdictions. These standards establish certain employer responsibilities, including requirements to maintain a workplace free of recognized hazards likely to cause serious injury or death, certain medical and hygiene standards, licensing and permitting obligations and various recordkeeping, disclosure and procedural requirements. Our facilities and operations may be subject to periodic inspections by the Occupational Safety and Health Administration representatives and comparable authorities in other jurisdictions. Failure to comply with applicable occupational health and safety standards, even if no work-related serious injury or death occurs, could result in civil or criminal enforcement and substantial penalties, significant capital expenditures or suspension or limitation of our operations.

ESG

Federal, state or local governmental authorities in various countries have adopted or proposed, and are likely to continue to propose, legislative and regulatory initiatives regarding the management of sustainability- or ESG-related topics, or disclosures on such matters. For example, we may be subject to the disclosure requirements of the EU's Corporate Sustainability Reporting Directive (and its implementing laws and regulations) and other EU directives or EU and EU member state regulations, the International Sustainability Standards Board's sustainability and climate disclosure standards, various disclosure requirements (such as greenhouse gas metrics, climate risks, use of offsets, and emissions reduction claims) from the State of California as well as the SEC's climate disclosure proposal, if finalized, among other regulations or requirements; these regulations and requirements may not entirely align and thus require us to duplicate certain or make different efforts or use different reporting methodologies in order to comply with each jurisdictions' requirements. Separately, various regulators have adopted, or are considering adopting, regulations on environmental marketing claims, including but not limited to the use of "sustainable," "eco-friendly," "organic," "recyclable" or similar language in product marketing. There are also increasing regulations on the provenance, composition, or production methods of products to reflect environmental and/or social concerns, which may require us to change our suppliers, disrupt our business operations, incur additional compliance costs or otherwise impact our reputation, operations or financial condition.

Data Privacy and Security

We are subject to increasingly complex and changing laws, directives, industry standards, rules and regulations, as well as contractual obligations, related to data privacy and security in the United States and around the world that impose broad compliance obligations on the collection, transmission, dissemination, use, privacy, confidentiality, security, retention, availability, integrity and other processing of personal information.

In the United States, various federal and state regulators, including governmental agencies like the FTC, have adopted, or are considering adopting, laws, rules and regulations concerning personal information and information security and have prioritized privacy and information security violations for enforcement actions. Certain state laws may be more stringent or broader in scope, or offer greater individual rights, with respect to personal information than federal, international or other state laws, and such laws may differ from each other, all of which may complicate compliance efforts. For example, we are subject to the CCPA, which imposes obligations on covered companies that process the personal information of California residents. Among other things, the CCPA requires covered companies to provide certain disclosures to California residents regarding data privacy and security, and provides California residents with data protection and privacy rights, including the ability to opt out of the sale or certain sharing of their personal information, and to request the deletion of their personal information (subject to certain exceptions). The CCPA provides a private right of action for certain data breaches that result in the loss of personal information as well as for civil penalties with enforcement capabilities for both the California Attorney General and a new state agency created under the CPRA. The enactment of the CCPA and other state privacy, data protection and cybersecurity laws, rules and regulations is prompting a wave of similar legislative developments in other states in the United States, which creates the potential for a patchwork of overlapping but different state laws. For example, Virginia enacted the Virginia Consumer Data Protection Act (“VCDPA”), which became effective on January 1, 2023, Colorado enacted the Colorado Privacy Act (“CPA”), which became effective on July 1, 2023, and Connecticut enacted the Connecticut Data Privacy Act (“CTDPA”), which became effective on July 1, 2023. The VCDPA, the CPA and the CTDPA have some similarities to the CCPA and introduced new data privacy rights for residents of such states and new operational requirements for covered companies, including consent requirements for the collection of sensitive personal information. Numerous other states also have enacted, are in the process of enacting or are considering comprehensive state-level data privacy and security laws and regulations that share similarities with the CCPA. In addition, laws in all 50 states in the United States require businesses to provide notice to consumers (and, in some cases, to regulators) whose personal information has been accessed or acquired as a result of a data breach. State laws are changing rapidly and there is discussion in Congress of a new comprehensive federal data protection law to which we would become subject if it is enacted.

We are also subject to international laws, rules, regulations and standards in many jurisdictions, which apply broadly to the collection, use, retention, security, disclosure, transfer and other processing of personal information. For example, in the EEA, we are subject to the EU GDPR and, following the UK’s exit from the EU, we are subject in the UK to the UK GDPR. The EU GDPR and UK GDPR impose strict compliance obligations with respect to our ability to collect, use, retain, protect, disclose, transfer and otherwise process personal information, including a principal of accountability, the obligation to demonstrate compliance through policies, procedures, training and audits, and the requirement to appoint data protection officers when special categories of personal information, such as health data, are processed on a large scale. Non-compliance with the EU GDPR and UK GDPR may lead to fines for certain violations of up to €20 million or £17.5 million, respectively, or 4% of total worldwide annual turnover of the preceding financial year, whichever is higher. However, the UK GDPR will not automatically incorporate future changes to be made to the EU GDPR (such changes would need to be specifically incorporated by the UK government), which creates a risk of divergent parallel regimes and related uncertainty. On June 28, 2021, the European Commission announced an adequacy decision concluding that the UK ensures an equivalent level of data protection to the EU GDPR, which provides some relief regarding the legality of continued personal information flows from the EEA to the UK. This adequacy determination will automatically expire in June 2025 unless the European Commission renews or extends it and it may be modified or revoked in the interim. We cannot predict how the UK GDPR and other UK privacy and information security laws, rules or regulations may develop, including as compared to the EU GDPR, nor can we predict the effects of divergent laws and related guidance. Moreover, the UK is currently in the process of reforming its data protection framework. This may lead to future divergence and variance between the two regimes.

The EU GDPR and UK GDPR also impose strict rules on the transfer of personal information to countries outside of the EEA and the UK. Legal developments in Europe have created further complexity and uncertainty regarding such transfers, in particular in relation to transfers to the United States. On July 16, 2020, the Court of Justice of the European Union (“CJEU”) invalidated the EU-US Privacy Shield Framework, or Privacy Shield, under which personal information could be transferred from the EEA (and the UK) to relevant self-certified United States entities. The CJEU further noted that reliance on the standard contractual clauses (a standard form of contract approved by the European Commission as an adequate personal information transfer mechanism and potential alternative to the Privacy Shield) alone for transfers of personal information outside the EEA (and the UK) may not necessarily be sufficient in all circumstances, and that transfers must be assessed on a case-by-case basis. On July 10, 2023, the European Commission adopted its adequacy decision for the EU-US Data Privacy Framework (the “EU-US DPF”) (a new framework for transferring personal information from the EEA to the United States), having determined that the EU-US DPF ensures that the protection of personal information transferred from the EEA to the United States will be comparable to the protection offered in the EU. However, this decision will likely face legal challenges and ultimately may be invalidated by the CJEU just as the Privacy Shield was. In addition, on October 12, 2023, the UK-US Data Bridge went into effect to operate as an extension of the EU-US DPF to enable the transfer of personal data between the UK and certified entities in the United States. Such Data Bridge could not only be challenged, but also may be affected by any challenges to the EU-US DPF. As a result of changes in the laws, rules and regulations governing cross-border transfers of personal information, we have had to make, and continue to make, certain operational changes, conduct assessments of our data transfer policies and procedures, and update and implement revised standard contractual clauses and other relevant documentation and measures for intragroup, customer and vendor arrangements requiring transfers of personal information outside the EEA and the UK, including to the United States, within required time frames. We may be adversely impacted as the enforcement landscape further develops, and supervisory authorities issue further guidance on international data transfers.

Moreover, in the EEA and the UK, national laws transposing the ePrivacy Directive require opt-in consent to place non-essential cookies or tracking technologies on an individual’s device and for direct electronic marketing. In the EEA and the UK, consent must be obtained in accordance with the requirements of the EU GDPR and the UK GDPR, respectively. These requirements include a prohibition on using pre-checked boxes and a requirement to ensure separate consents are sought for each type of non-essential cookie or tracking technology. Recent EEA court and regulatory decisions are driving increased attention on cookies and tracking technologies. For example, regulators and courts are increasingly active as a result of actions by NOYB (a not-for-profit privacy activist group), that has issued over 700 draft complaints to European website operators regarding their cookie banners and subsequently referred over 650 complaints to relevant national regulators, noting it aims to seek enforcement on up to 10,000 websites in Europe.

In addition to the data protection laws in the United States, the EEA, the UK and various other jurisdictions in which operate, we are also subject to the PRC’s data protection laws. Under the PRC’s Cybersecurity Law, any collection, use, transfer or storage of personal information of an individual through a network by the network operator should be based on the three principles of legitimacy, justification and necessity and requires the consent of the data subject. The rules, purposes, methods and ranges of such collection should also be disclosed to the data subject. The PRC’s Cybersecurity Law requires operators of CIIOs to store personal information and important data collected and generated from the critical information infrastructure within the PRC. On September 14, 2022, CAC, the PRC’s top cybersecurity regulator, released new amendments to the PRC’s Cybersecurity Law for public consultation and if the amendments are passed, the amended law will increase the penalties for violations of cybersecurity obligations under the Cybersecurity Law, in line with those under the Data Security Law and PIPL.

Building on this, the PRC’s Data Security Law became effective on September 1, 2021. The primary purpose of the Data Security Law is to regulate data activities, safeguard data security, promote data development and usage, protect individuals and entities’ legitimate rights and interests, and safeguard state sovereignty, state security and development interests. The Data Security Law applies extraterritorially, and to a broad range of activities that involve “data” (not only personal or sensitive data). Under the Data Security Law, entities and individuals carrying out data activities must abide by various data security obligations. For example, the Data Security Law proposes to classify and protect data based on the importance of data to the state’s economic development, as well as the degree of harm it will cause to national security, public interests, or legitimate rights and interests of individuals or organizations when such data is tampered with, destroyed, leaked, or illegally acquired or used. The appropriate level of protective measures is required to be taken for each respective class of data. The Data Security Law also echoes the data localization requirement in the Cybersecurity Law and requires important data to be stored locally in the PRC. Such important data may only be transferred outside of the PRC subject to compliance with certain data transfer restrictions, such as passing a security assessment organized by the relevant authorities.

Additionally, on August 20, 2021, the PRC announced the PIPL, which took effect on November 1, 2021. The PIPL is intended to clarify the scope of application, the definitions of personal information and sensitive personal information, the legality of personal information processing and the basic requirements of notice and consent, among other things. The PIPL also sets out data localization requirements for CIIOs and personal information handlers who process personal information above a certain threshold prescribed by the relevant authorities. The PIPL also includes a list of rules which must be complied with prior to the transfer of personal information outside of the PRC, such as compliance with a security assessment or certification by an agency designated by the relevant authorities or entering into standard form model contracts approved by the relevant authorities with the overseas recipient. Notably, the PIPL, similar to the EU GDPR, applies extraterritorially.

On July 7, 2022, the CAC issued Security Assessment Measures for Outbound Data Transfers, which became effective on September 1, 2022. The Security Assessment Measures for Outbound Data Transfers clarifies the security assessment requirement under the PIPL and requires a data handler to apply for the security assessment organized by the CAC under any of the following circumstances before the information is transferred outbound: (i) where a data handler provides important data overseas, (ii) critical information infrastructure operator and personal information handlers who process more than 1 million individuals' personal information; (iii) where a data handler has cumulatively provided personal information of over 100,000 individuals or sensitive personal information of over 10,000 individuals in total abroad since January 1 of the previous year. Additionally, on November 18, 2022, the CAC and the State Administration of Market Regulation issued the Implementation Rules for Personal Information Protection Certification which apply with immediate effect and which provide important guidance on obtaining a personal information certification for lawful cross-border transfer of personal information under the PIPL. The CAC published the Measures on Standard Contract for Cross-border Transfer of Personal Information, which became effective on June 1, 2023, and the Guidelines on Filing the Standard Contract for the Export of Personal Information on February 24, 2023 and May 30, 2023, respectively. These provide important guidance on relying on the standard contract for transferring personal information out of the PRC and on its filing requirement. As a result of changes in the cross-border data transfer landscape, we have had to and continue to review our existing data protection compliance framework, conduct data mapping exercises, obtain relevant separate consents from individuals, apply for a security assessment with the CAC and enter into standard contracts with our overseas affiliates for transfers of personal information outside of the PRC.

In addition to the PRC's Cybersecurity Law, the Data Security Law and the PIPL, the relevant government authorities of the PRC promulgated several regulations or released a number of draft regulations for public comments which are designed to provide further implemental guidance in accordance with the laws mentioned above. We cannot predict what impact the new laws and regulations or the increased costs of compliance, if any, will have on our operations in the PRC, in particular the Data Security Law or PIPL, or the increased costs of compliance, if any, will have on our operations in the PRC due to their recent enactment and the limited guidance available, particularly on PIPL, which entities are awaiting further guidance on, particularly on the scope of data localization requirement. It is also generally unclear how the laws will be interpreted and enforced in practice by the relevant government authorities.

Failure to comply with these laws, rules and regulations can result in the imposition of significant civil and/or criminal penalties and private litigation. Data privacy and security laws, rules, regulations, and other obligations are constantly evolving, may conflict with each other to make compliance efforts more challenging, and can result in investigations, proceedings, or actions that lead to significant penalties and restrictions on our ability to process data. For additional information about the risks to our business associated with data privacy and security matters, see "Item 3. Key Information—D. Risk Factors—Risks Related to Our Intellectual Property and Information Technology—We are subject to various laws, rules, regulations and guidelines relating to data privacy and security governing the use and processing of personal information. Changes in such laws, rules, regulations and guidelines, or any actual or perceived failure by us to comply with such laws, rules, regulations, guidelines or contractual or other obligations relating to data privacy and security, could lead to government enforcement actions (which could include administrative fines, civil or criminal penalties, suspension of processing activities and audits), private litigation or adverse publicity, any of which could have a material adverse effect on our reputation, results of operations, financial condition and cash flows."

Anti-Corruption

We are subject to the FCPA and other anti-bribery and anti-corruption laws in countries outside of the United States in which we operate, including the UK Bribery Act and PRC anti-corruption laws. These laws and regulations are aimed at preventing and penalizing corrupt behavior. Anti-bribery and anti-corruption laws have been enforced aggressively in recent years and are interpreted broadly to generally prohibit companies, their employees, and their third-party intermediaries from corruptly promising, offering, authorizing, or providing, directly or indirectly, anything of value to government officials, political parties, and private sector recipients for the purpose of obtaining or retaining business, directing business to any person, or securing any other improper business advantage. The FCPA also requires U.S. issuers to make and keep books and records that accurately and fairly reflect the transactions of the corporation and to devise and maintain an adequate system of internal accounting controls. See “Item 3. Key Information—D. Risk Factors—Risks Related to Litigation and Regulation—Failure to comply with applicable anti-corruption laws could have a material adverse effect on our business, reputation, financial condition, and results of operations.”

Other Regulations

We are also subject to a variety of other laws and regulations in the United States and around the world. For example, we must comply with an increasing number of laws designed to combat abuses of human rights in supply chain operations, such as the UFLPA. In addition, our selling practices are regulated by competition law authorities in the United States and around the world. We are also subject to laws and sanctions imposed by the United States (including those imposed by OFAC) and other authorities that may prohibit us or our affiliates from doing business in certain countries or restrict the type of business that may be conducted by us or our affiliates. For example, actions taken in response to the Russia-Ukraine War have included the imposition of export controls and broad financial and economic sanctions against Russia, Belarus and specific areas of Ukraine. Enforcement activities under these laws and regulations could subject us to additional administrative and legal proceedings and actions, which could include claims for civil penalties, criminal sanctions and administrative remedies.

C. Organizational Structure

We were incorporated under the name of “Amer Sports Management Holding (Cayman) Limited” as an exempted company with limited liability under the laws of the Cayman Islands on January 3, 2020. On August 4, 2023, we changed our name to Amer Sports, Inc. Our registered offices are located at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands. Our telephone number at this address is +1 345 945 3901. Our corporate offices are located at Konepajankuja 6, 00511 Helsinki, Finland. Our telephone number at this address is +358 (0)20 712 2500. Our principal website is www.amersports.com. The information on, or accessible through, our website is not a part of, and is not incorporated into, this annual report. We have included our website address only as an inactive textual reference and do not intend it to be an active link to our website.

See Exhibit 8.1 for a list of our subsidiaries.

D. Property, Plant and Equipment

We conduct manufacturing, distribution and administrative activities in owned and leased facilities. The table below sets forth our principal properties as of December 31, 2023:

Location	Principal Activity	Leased or Owned	Square Feet
Helsinki, Finland	Corporate Offices	Leased	60,041
Vancouver, Canada	Administrative Office	Leased	59,632
Metz-Tessy, France	Administrative Office	Owned	356,446
Chicago, Illinois	Administrative Office	Leased	87,386
Stockholm, Sweden	Administrative Office	Leased	2,497
Altenmarkt, Austria	Administrative Office	Owned	484,376
Krakow, Poland	Shared Financial Services Center	Leased	23,304
Hong Kong, China	Sourcing Office	Leased	10,301
Taichung, Taiwan	Sourcing Office	Leased	16,146
Kaohsiung, Taiwan	Sourcing Office	Leased	1,184
Orastie, Romania	Manufacturing	Owned	129,168
Oradea, Romania	Manufacturing	Hybrid	89,125
Oradea, Romania	Manufacturing	Owned	45,208
Chepelare, Bulgaria	Manufacturing	Owned	225,161
Asenovgrad, Bulgaria	Manufacturing	Owned	204,514
Ada, Ohio	Manufacturing	Owned	80,000
Hillsboro, Oregon	Manufacturing	Owned	44,994
Moorabbin, Australia	Warehouse	Leased	82,398
New Westminster, Canada	Warehouse	Leased	243,610
Belleville, Canada	Warehouse	Leased	149,996
Überherrn, Germany	Warehouse	Owned	129,168
Saint Vulbas, France	Warehouse	Leased	559,723
Ogden, Utah	Warehouse	Leased	300,316
Mt. Juliet, Tennessee	Warehouse/Distribution Center	Leased	575,000
Nashville, Tennessee	Warehouse/Distribution Center	Leased	252,262
Nashville, Tennessee	Warehouse/Distribution Center	Owned	299,993

In addition to the principal properties listed above, we own and lease 64 offices worldwide for sales and administrative purposes. We operate a total of 9 distribution centers globally and over 360 owned retail stores across the Americas, EMEA, Greater China and the rest of Asia Pacific regions, as of December 31, 2023. Owned retail stores are generally leased under operating leases and include renewal options.

We consider the facilities that we use in our business to be suitable and adequate for the purposes for which they are used and do not anticipate difficulty in renewing existing leases as they expire or in finding alternative facilities. We are committed to maintaining all of these properties in good operating condition.

ITEM 4A UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the notes thereto, included elsewhere in this annual report, as well as the information presented under “Presentation of Financial and Other Information.” The following discussion and analysis includes forward-looking statements. These forward-looking statements are subject to risks, uncertainties and other factors that could cause our actual results to differ materially from those expressed or implied by the forward-looking statements. Factors that could cause or contribute to these differences include, but are not limited to, those discussed elsewhere in this annual report. See “Cautionary Statement Regarding Forward-Looking Statements” and “Item 3. Key Information—D. Risk Factors.”

For discussion related to the results of operations and changes in financial condition for fiscal years 2022 compared to 2021 refer to “Management’s Discussion and Analysis of Financial Condition and Results of Operation” in the final prospectus dated January 31, 2024 included in our registration statement (as amended) and filed with the SEC and available at www.sec.gov.

A. Operating Results

Overview

Amer Sports is a global group of iconic sports and outdoor brands, including Arc’teryx, Salomon, Wilson, Atomic and Peak Performance. Our brands are known for their detailed craftsmanship, unwavering authenticity, premium market positioning and compelling market shares in their categories. We pride ourselves on cutting-edge innovation, technical performance and ground-breaking designs that allow athletes and everyday consumers to perform better every day. Through partnerships with industry influencers and elite athletes, and in collaboration with the various communities we serve, we develop next-generation products that define winning moments in sports. Our brands are creators of exceptional apparel, footwear, equipment, protective gear and accessories that we believe give our consumers the confidence and comfort to excel.

Our brands are our stars, constantly elevating the consumer experience and creating thriving communities. We empower our brands to pursue market-shaping leadership and set the standard for quality, performance and brand experience globally. While our brands have established heritage and market leadership today, significant runway remains ahead. We are excited about our future and the opportunity to drive growth in each of our three reportable segments: Technical Apparel, Outdoor Performance and Ball & Racquet Sports. Our segments comprise our “brand clusters,” which reflect both how our consumers engage with our products and how we manage our business. Each segment is led by one of our core brands: Arc’teryx, Salomon and Wilson.

Arc’teryx is a technical outdoor apparel brand inspired by the Canadian Coast Mountains and built on the principle of obsessive, precise design and production. Arc’teryx gear pushes the boundaries of performance and enables adventurers to excel in their outdoor pursuits in the mountains, in the backcountry and on some of the world’s most technical climbs. The products are known for their minimalist design, and sleek and streamlined aesthetic, along with new, innovative features that continually advance outdoor activities. Product quality, from the materials to the design, allows Arc’teryx to command premium pricing as evidenced by its best-selling “hardshell” jacket in North America, the Alpha SV. Overall, Arc’teryx combines beautiful, innovative products and an authentic brand experience that extends beyond apparel, fostering communities and bringing people together across all regions of the world who share a passion for the outdoors.

Born in the French Alps in 1947, Salomon creates premium innovative footwear, apparel, winter sports equipment and accessories. Since its founding, Salomon has been fueled by a culture of design, craftsmanship, continuous innovation, and performance inspired by progress, the outdoors and athletes. The brand first produced metal ski edges and expanded into releasable ski bindings before launching industry changing rear-entry ski boots and monocoque skis. The brand’s leadership in winter sports helped to propel it into a diverse portfolio of sports and products including footwear and apparel. Today, Salomon is a market leader in global trail running footwear and premium hiking footwear, with products recognized for their performance, style, durability and sustainability. Over 60% of Salomon’s revenue in 2022 came from footwear, while also having leading market positions in its legacy winter sports equipment categories (skis, snowboards, boots, bindings, goggles, helmets, etc.), creating a 365-day, year-round brand serving all seasons for mountain sport consumers.

Founded in 1914 in Chicago, Illinois, Wilson Sporting Goods is a leading manufacturer of high-performance sports equipment, apparel, footwear and accessories. The Wilson Sporting Goods portfolio is made up of the iconic Wilson brand, as well as Louisville Slugger, DeMarini, EvoShield and ATEC. Collectively, these brands bring more than three centuries of innovation, history and heritage to a variety of mainstream sports. As a multi-sports platform, Wilson drives innovation and product excellence by leveraging learnings across the brands' various disciplines, including tennis, baseball and basketball, among other sports. The Wilson brand has a legacy as the top-of-the-line sports equipment and is associated with legendary athletes, including Roger Federer, Russell Wilson and Jamal Murray. In addition, Wilson is the official partner of professional sports leagues, including the NBA, WNBA, NFL, the US Open and Roland Garros Grand Slam Tennis Championships, as well as the NCAA, making Wilson products integral to performance in sport. These athletes and leagues are a testament to the credibility and reputation of Wilson's track record of innovation and superior products.

While Arc'teryx, Salomon and Wilson stand tall and lead our three segments, our other brands appropriately fit our sports-oriented portfolio. Brands such as Atomic and Peak Performance enhance our scale, competitive positioning and diversification across sports categories. Together, our brands enable us to lead and compete in various sports segments and drive the continued success of our portfolio.

We excel at identifying, developing and defining brands that meet our corporate vision. We empower these brands to autonomously connect with consumers and develop products to drive growth. Our platform supports the brands via scaled infrastructure and financial controls to accelerate performance. We believe that the size and diversification of our platform mitigates risks and provides financial flexibility to invest prudently to meet the continuously evolving needs of consumers, to develop competitive advantages and to drive growth across the brands through a relentless focus on innovation. We also believe that our platform enables efficient integration, scaling and optimization of target opportunities that fit within our portfolio, as well as critical insight to inform divestiture decisions.

We govern our brands through management across the finance, supply chain, sustainability, communication, legal and compliance functions, among other areas. At the same time, we enable our brands through our group's incubator model that provides shared learnings from data analytics across the platform as well as from the economies of scale and synergies of shared resources, including supplier services, distribution and logistics, human resources and enterprise IT infrastructure. We further serve our brands through access to shared, centralized business services, including customer service and treasury management functions. All together, these resources empower our brand leadership teams to focus on serving consumers through brand, product and go-to-market strategies that drive performance, and our global and scaled operating model enables larger, robust brand organizations to independently flourish.

Our Business Model

Our brands are guided by a consumer-first mindset and meet consumers exactly where they shop. We generate revenue from the sale of our products through direct-to-consumer and wholesale channels:

- **Direct-to-Consumer** includes sales of our brands' products through (i) owned e-commerce websites and (ii) owned retail stores, which include elevated brand stores that drive consumer engagement and factory outlet stores which serve as a liquidation channel for us. The DTC channel accounted for 35.7% of our revenue in 2023 and 29.5% of our revenue in 2022.
- **Wholesale** includes sales of our brands' products through general sporting goods retailers, specialty stores, independently-operated partner stores, distributors, retailer-owned and third-party e-commerce websites as well as revenue from certain licensing arrangements. The wholesale channel accounted for 64.3% of our revenue in 2023 and 70.5% of our revenue in 2022.

Our Segments

We operate our business through the following three reportable business segments, which reflect how we cluster our brands on the basis of similar consumer, product, marketing and operating factors:

- **Technical Apparel.** Technical Apparel includes outdoor apparel, footwear and accessories and consists of our Arc'teryx and Peak Performance brands.

- **Outdoor Performance.** Outdoor Performance includes outdoor apparel, footwear, accessories and winter sports equipment and consists of our Salomon, Atomic, Armada and ENVE brands.
- **Ball & Racquet Sports.** Ball & Racquet Sports includes sports equipment, apparel and accessories and consists of our Wilson, Louisville Slugger, DeMarini, EvoShield and ATEC brands, all of which we refer to as the Wilson Sporting Goods portfolio.

For additional information about our three reportable business segments, see Note 3, “Segment Reporting,” to our audited consolidated financial statements included elsewhere in this annual report.

Key Factors Affecting Our Results of Operations

We believe that our performance and future success depend on a number of factors that present significant opportunities for us but also pose risks and challenges, including those discussed below and in “Item 3. Key Information—D. Risk Factors.”

Ability to Innovate and Develop Products

We believe that product innovation lives at the center of who we are as a company and our brands are relentlessly focused on designing innovative and high-quality products that our consumers demand. Our innovation process leverages our brand specific innovation centers and our dedicated research and design employees, many of whom use our products to participate in sports and outdoor activities. We also collaborate closely with our professional athlete brand ambassadors, who provide valuable insights into product design and performance that is used to inform and improve our innovation process. Further, our global DTC platform allows us to leverage data-driven insights from consumers across our brands to improve product development and innovation. This process and feedback loop allows us to drive innovation across our brands’ existing product categories to deliver cutting-edge performance for consumers globally.

We believe our brands’ core product portfolios provide a base for growth and we are continuously evaluating opportunities to improve those products through innovation. Historically, we have successfully expanded our brands’ product categories by leveraging our innovation capabilities along with our strong brand equity and we intend to continue developing and introducing new products into underpenetrated and growing categories, particularly soft goods, across our brands. Nonetheless, developing new products is a complex, time-consuming process and may require significant capital investment. A new product may not achieve a successful launch or may not generate sufficient consumer interest and market acceptance to become a profitable product in the expected time frame, for the expected cost, or at all. In order to remain competitive within the product markets, distribution channels and geographies we currently compete in, we must continue to invest in innovation and develop, promote and bring to market new high-quality products.

Ability to Execute Our Multi-Channel Strategy

Our brand-direct operating model allows our brands to execute their own curated go-to-market strategy to best align with their consumers’ shopping behavior. Since the Acquisition in 2019, we have evolved our go-to-market strategy to emphasize a closer connection with our consumers through various distribution channels. We have experienced growth in the DTC channel across both owned retail and e-commerce, driven primarily by our Technical Apparel segment, led by the Arc’teryx brand, as well as our Outdoor Performance segment to a lesser extent. Since January 1, 2019, we have increased our net store count to over 360 owned retail stores as of December 31, 2023, representing an increase of approximately 85%.

We believe we have the opportunity to significantly increase the number of new stores globally across our brands. Our owned retail stores, particularly Arc'teryx stores, have demonstrated strong productivity levels and our owned retail rollout strategy looks to repeat and improve store productivity in the future. In addition, e-commerce has grown from 14.5% of our revenue in 2022 to 16.4% in 2023, and we believe we have significant runway to expand our digital penetration as we grow our brands' awareness across geographies. We believe our DTC strategy provides significant benefits including the ability to personalize and control the consumer experience, generate impactful consumer data insights, capture a larger share of the value chain and improve gross margins in certain geographies, and certain brands and channels, highlighted to date by our Arc'teryx retail store rollout. We generally experience higher gross margins in our DTC channel. Effective implementation of our DTC strategy is integral to the continued growth of our business but it also involves continued investment. As we further penetrate the DTC channel, we expect additional capital expenditures to support our ongoing global owned retail store roll-out.

Our Outdoor Performance and Ball & Racquet Sports segments primarily operate through the wholesale channel. The brands within these segments partner with strategic, premium wholesale partners such as well-known sporting goods retailers and specialty retailers dedicated to outdoor activities such as running. These wholesale partners provide access to our target consumers and drive brand awareness. While we expect to further penetrate the DTC channel across all our brands, including those within the Outdoor Performance and Ball & Racquet Sports segments, the wholesale channel will remain an integral part of our go-to-market strategy and overall growth opportunity, and we intend to maintain our relationships with our wholesale partners and continue to provide new and innovative products as well as brand marketing within the channel.

Ability to Grow into New Geographies

Our market expansion strategy has been a key driver of our recent revenue growth and we have identified additional sizable, growing and underpenetrated geographic markets where we plan to continue to execute our expansion strategy, most notably in North America, Europe and Greater China. Across all of our brands' markets, we plan to focus on increasing brand awareness, deepening DTC penetration, and optimizing our relationships with key wholesale partners as market conditions permit. We have demonstrated that we have the capabilities to drive growth in various geographic markets; however, our ability to successfully expand our business will depend on a number of factors, including our innovation, marketing efforts and consumer acceptance of our products. We expect that selling and marketing expenses to support these initiatives will continue to grow with anticipated revenue growth as we scale.

Ability to Manage a Global Supply Chain

Due to the multi-brand and global nature of Amer Sports, we operate with a complex global supply chain. While each brand manages its individual supply chain, they leverage the global scale and capabilities of the Amer Sports platform to drive efficiency. Our platform allows us to establish strategic partnerships with key suppliers and retail partners across multiple markets and channels, where we further leverage our scale to drive flexible manufacturing capacity and supply chain optimization. We are focused on the continued growth of our brands' apparel and footwear products, and as a result we expect the portion of our brands' products being manufactured by third parties will continue to increase. We are focused on diversifying our supplier network, maintaining multiple manufacturing sources and expanding our distribution footprint.

However, as we continue to scale our own manufacturing facilities, third-party sourcing and logistics footprint and distribution centers, we may be impacted by increased costs relating to our expansion efforts, including with respect to raw materials, labor, transportation and sustainability initiatives in an evolving regulatory and public opinion environment. Disruptions in our supply chain operations due to these or other factors could result in product shortages, declining sales, reputational damage or significant costs. Additionally, increasing geopolitical tensions could result in difficulty utilizing our global supply chain, whether due to sanctions, tariffs, or public perceptions of our operations in certain countries. See "Item 3. Key Information—D. Risk Factors—Risks Related to Our Distribution Network and Suppliers—Increasing restrictions or additional requirements on products from certain areas, such as the U.S. Uyghur Forced Labor Prevention Act, may require us to incur additional costs, disrupt our value chain, or otherwise adversely impact our operations and financial condition."

Ability to Manage Inventory

Our ability to grow has been, and will continue to be, dependent on the availability of the right inventory at the right time, at the right place. Our global, data-driven approach to demand planning together with an integrative approach between sales, demand, and supply planning has enabled rapid growth while maintaining premium brand positioning. Incorrect inventory levels could result in missed sales opportunities, higher expenses, including higher freight costs due to a higher share of air-freighted product and increased distribution costs, and higher discounts towards wholesale partners and consumers, as well as higher or lower levels of working capital.

Seasonality

We experience some seasonal fluctuations in our revenue and operating results. Historically, we have realized a slightly higher portion of our revenue and earnings in the fourth quarter of the fiscal year, primarily due to higher sales through our DTC channel compared to the rest of the year and a higher share of fall and winter collections in our Technical Apparel and Outdoor Performance segments. For example, we generated 30%, 34%, and 33% of our total revenue in the fourth quarter of fiscal years 2023, 2022 and 2021, respectively. Our Ball & Racquet Sports segment is generally more consistent across fiscal quarters. Working capital requirements typically increase throughout our second and third fiscal quarters as inventory builds to support our peak shipping and selling period which typically occurs from August to December. Cash provided by operating activities is typically highest in our first fiscal quarter due to the significant inflows associated with our peak selling season. We believe our strategy to broaden our assortment within the soft goods categories across all our brands, including for example Arc'teryx's enhanced focus on spring and summer collections, could lead to increasingly balanced revenue and results of operations throughout the fiscal year.

Foreign Currency Exposure

We report our consolidated financial results in U.S. dollars but have significant non-U.S. operations. The functional currency of Amer Sports, Inc. is the euro. A large portion of our business is conducted in currencies other than U.S. dollars, in particular the euro, the Canadian dollar and Renminbi ("RMB"), and generally the applicable local currency is our functional currency in that locality. As a result, we face foreign currency exposure on the translation of net income, assets and liabilities of our operations in numerous jurisdictions into U.S. dollars, including on our outstanding indebtedness denominated in euro. In fiscal year 2023 and fiscal year 2022, we generated 68.5% and 64.9%, respectively, of our revenue in currencies other than U.S. dollars, which in fiscal year 2023 included 18.7% in euros, 8.4% in Canadian dollars and 18.2% in RMB. In the same respective fiscal years, our total purchased and manufactured goods in currencies other than U.S. dollars were 17.4% and 18.9%, which in fiscal year 2023 included 15.7% in euros and 0.8% in RMB. Given the strength of the U.S. dollar against our key foreign currencies, including the euro, the Canadian dollar and RMB, translation into U.S. dollars, for the periods presented results in lower profitability due to foreign currency exposure. In the future, if the U.S. dollar continues to be strong against our local currencies, we will continue to see lower profitability due to foreign currency exposure; however, if the U.S. dollar were to weaken against the euro or RMB, it could result in increased profitability.

Where possible, we manage foreign currency exposure through a variety of methods, including by financing each business unit in its functional currency and concentrating cash flows through centralized entities to limit the number of foreign currencies being utilized for purchases. Additionally, we enter into hedging arrangements to limit our exposure to foreign currency fluctuations for a significant portion of our cash flows, in particular with our most commonly used foreign currencies, including euros, Canadian dollars and RMB. Such hedging arrangements may include foreign exchange forward contracts and options, interest rate swaps, interest rate options and cross-currency swaps. The majority of our hedging arrangements are short-term and are usually rolled forward within the standard business cycle. Nonetheless, it is not practical for us to mitigate all of our foreign currency exposure, nor are we able to accurately predict the possible impact of future foreign currency exchange rate fluctuations on our results of operations, due to our constantly changing exposure to various foreign currencies, difficulty in predicting fluctuations in foreign currency exchange rates relative to the U.S. dollar and the significant number of foreign currencies involved. As we continue to expand our global operations, our exposure to foreign currency risk could become more significant.

Macroeconomic Trends

Macroeconomic factors affect consumer spending patterns and thereby our results of operations. These factors include general economic conditions, inflation, consumer confidence, employment rates, business conditions, the availability of credit, interest rates, tax rates, fuel, energy and freight costs and impacts of public health crises, such as the COVID-19 pandemic. Factors that impact consumer discretionary spending, which remains volatile globally, continue to create a complex and challenging retail environment for us and our retail partners worldwide. By diversifying our supply chain and consumer geographical concentration, we seek to reduce our exposure to impacts on our business from macroeconomic volatility, including as a result of economic downturns in a single region. We intend to continue to evaluate and adjust our operating strategies to help further mitigate any impacts on our results of operations resulting from broader macroeconomic conditions, while remaining focused on the long-term growth of our business.

In addition, changes, potential changes or uncertainties in regulatory and economic conditions or laws and policies governing foreign trade, manufacturing, and development and investment in the territories and countries where we operate, or sell our products could adversely affect our business, results of operations, and financial condition. In particular, trade tensions have escalated in recent years between the United States and the PRC. There could be legislative actions limiting outsourcing manufacturing and production activities to jurisdictions outside the United States, including through tariffs or penalties. It may be time-consuming and expensive for us to alter our business operations in order to adapt to or comply with any such changes. Further, the emergence of any such trade barriers could adversely affect our operating margins, which exceeds the margins of the business overall in the region. See “Item 3. Key Information—D. Risk Factors—Risks Related to Litigation and Regulation—Changes to trade policies, tariffs, import/export regulations and anti-competition regulations in the United States, EU, PRC and other jurisdictions, or our failure to comply with such regulations, may have a material adverse effect on our reputation, business, financial condition and results of operations.”

Comparability of Our Results of Operations

Discontinued Operations

During the years ended December 31, 2022 and December 31, 2021, we completed the divestitures of our Suunto and Precor businesses, respectively. All income and expenses of each of the Precor and Suunto businesses have been reported as discontinued operations for the full years 2022 and 2021, while the related assets and liabilities have been classified as assets and liabilities held-for-sale as of December 31, 2021 and January 1, 2021, respectively. During the year ended December 31, 2021, we recognized impairment charges on the carrying value of Suunto’s net assets in the amounts of \$77.5 million. During the year ended December 31, 2022, we recognized a loss on disposal on the sale of our Suunto business in the amount of \$5.5 million, offset by a \$4.8 million gain relating to a final purchase price adjustment relating to the Precor divestiture. During the year ended December 31, 2021 we recognized a gain on disposal in the amount of \$116.0 million upon the sale of our Precor business. See Note 29, “Discontinued Operations and Assets and Liabilities Held for Sale,” to our audited consolidated financial statements, included elsewhere in this annual report.

Public Company Costs

Since the completion of our IPO, we have begun, and will continue, to incur additional costs associated with operating as a public company. In particular, our accounting, legal and personnel-related expenses and insurance costs have begun, and will continue, to increase as we establish more comprehensive compliance and governance functions, establish, maintain and review internal controls over financial reporting, and prepare and distribute periodic reports in accordance with SEC rules. Our financial statements reflect the impact of these expenses.

Key Financial Metrics

The following table summarizes certain key financial measures for the years ended December 31, 2023, 2022 and 2021. Management regularly reviews a number of metrics, including the following key financial metrics, to evaluate our business, measure our performance, identify trends in our business, prepare financial projections and make strategic decisions. Management believes the non-IFRS financial measures presented below are useful in evaluating our performance, in addition to our financial results prepared in accordance with IFRS. See “—Results of Operations” for additional information and for the comparison discussion between the years ended December 31, 2023 and 2022, and “—Non-IFRS Financial Measures” for additional information on the non-IFRS financial measures and a reconciliation to the most comparable IFRS financial measures.

	For the Year Ended December 31,		
	2023	2022 (in millions)	2021
Revenue	\$ 4,368.4	\$ 3,548.8	\$ 3,066.5
Constant Currency Revenue(1)	\$ 4,403.7	\$ 3,771.1	\$ 2,982.9
Net loss	\$ (208.8)	\$ (252.7)	\$ (126.3)
Net loss margin	(4.8)%	(7.1)%	(4.1)%
EBITDA(2)	\$ 523.4	\$ 225.5	\$ 388.7
Adjusted EBITDA(2)	\$ 610.7	\$ 453.0	\$ 416.8
Adjusted EBITDA Margin(2)	14.0 %	12.8 %	13.6 %
Adjusted Net Income(2)	\$ (135.4)	\$ (29.9)	\$ (98.7)
Segment Revenue			
Technical Apparel	\$ 1,592.8	\$ 1,095.5	\$ 950.7
Outdoor Performance	\$ 1,667.6	\$ 1,416.5	\$ 1,235.7
Ball & Racquet Sports	\$ 1,107.8	\$ 1,036.7	\$ 880.1
Segment Adjusted Operating Profit			
Technical Apparel	\$ 314.4	\$ 171.4	\$ 164.2
Outdoor Performance	\$ 151.3	\$ 117.6	\$ 91.7
Ball & Racquet Sports	\$ 30.6	\$ 60.9	\$ 57.2
Revenues by Geography			
EMEA	\$ 1,450.3	\$ 1,270.7	\$ 1,225.6
Americas	\$ 1,726.8	\$ 1,504.4	\$ 1,253.0
Greater China(3)	\$ 841.4	\$ 523.8	\$ 372.9
Asia Pacific(4)	\$ 350.0	\$ 249.9	\$ 215.0

- (1) This is a non-IFRS financial measure. For more information regarding our use of this measure and its usefulness to investors, see “—Non-IFRS Financial Measures” below.
- (2) This is a non-IFRS financial measure. For more information regarding our use of this measure and its usefulness to investors, as well as a reconciliation to the most comparable IFRS financial measure, see “—Non-IFRS Financial Measures” below.
- (3) Consists of mainland China, Hong Kong, Macau and Taiwan.
- (4) Excludes Greater China.

Constant Currency Revenue

As we are a global company, the comparability of our revenue reported in U.S. dollars is also affected by foreign-currency exchange rate fluctuations because the underlying currencies in which we transact change in value over time compared to the U.S. dollar. These rate fluctuations can have a significant effect on our reported results. As a result, in addition to financial measures prepared in accordance with IFRS, our revenue discussions often contain references to constant currency measures, which are calculated by translating the current period reported amounts using the actual exchange rates in use during the comparative prior period, in place of the exchange rates in use during the current period. For a further discussion of how we utilize, and limitations of, this non-IFRS financial measure, see “—Non-IFRS Financial Measures.”

EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin

We define EBITDA as net loss plus income tax expense, finance cost, depreciation and amortization and minus finance income, from both continuing and discontinued operations. We define Adjusted EBITDA as EBITDA with adjustments to exclude results from discontinued operations, restructuring expenses, impairment losses on goodwill and intangible assets, expenses related to transaction activities, expenses related to certain legal proceedings and share-based payments. We define Adjusted EBITDA Margin as Adjusted EBITDA divided by revenue.

EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin may not be comparable to similarly titled metrics of other companies due to differences in methods of calculation. We define Adjusted EBITDA Margin as Adjusted EBITDA divided by revenue. For a reconciliation of EBITDA and Adjusted EBITDA to net loss and a reconciliation of Adjusted EBITDA Margin to net loss margin and for a further discussion of how we utilize, and limitations of, these non-IFRS measures see “—Non-IFRS Financial Measures.”

Adjusted Net Income

We define Adjusted Net Income as net loss with adjustments for loss from discontinued operations, restructuring expenses, impairment losses on goodwill and intangible assets, expenses related to transaction activities, expenses related to certain legal proceedings, share-based payments and related income tax expense. Adjusted Net Income may not be comparable to similarly titled metrics of other companies due to differences in methods of calculation. For a reconciliation of Adjusted Net Income to net loss and for a further discussion of how we utilize, and limitations of, this non-IFRS measure see “—Non-IFRS Financial Measures.”

Segment Adjusted Operating Profit

We define Segment Adjusted Operating Profit as loss before tax for the segment plus finance cost and minus finance income with adjustments for certain purchase price adjustments, restructuring expenses, impairment losses on goodwill and intangible assets, expenses related to transaction activities and expenses related to certain legal proceedings. Segment Adjusted Operating Profit is a measure of operating performance of our reportable segments and may not be comparable to similar measures reported by other companies.

Segment Adjusted Operating Profit is a performance metric utilized by the Company’s Chief Operating Decision Maker to allocate resources to and assess performance of the Company’s segments. See Note 3, “Segment Reporting,” to our audited consolidated financial statements included elsewhere in this annual report.

Components of Our Results of Operations

Revenue

Revenue primarily consists of sales of our products, but also includes limited services and license fees. Revenue can fluctuate as a result of changes in volume, price, product and channel mix and foreign currency exchange rates. Revenue is recognized at the point in time when control of the products or services are transferred to the customer in accordance with the terms of delivery. Revenue from the sale of products within the DTC channel is generally recognized upon delivery for e-commerce customers or at the point the customer purchases the goods at our owned retail stores. Revenue within the DTC channel is revenue net of any value added tax, discounts, incentives, rebates or estimated returns. Revenue from the sales of products within the wholesale channel is generally recognized when the goods have been delivered to the wholesale partner’s specified location, when we deliver the goods to the carrier or when the wholesale partner obtains the goods from our warehouses. Following delivery, the wholesale partner has the primary responsibility for onward sales and bears the risks of obsolescence and loss. Revenue within the wholesale channel is revenue net of any discounts, incentives or rebates. Revenue from services, which primarily comprise freight services to customers of our goods, is recognized at the point in time upon the delivery of the goods when the control has been transferred to the customer. Revenue from license fees is recognized as a component of our wholesale revenue when the applicable counterparty manufactures or sells products bearing our trademarks. License income based on fixed license agreements is recognized evenly throughout the financial year, while license income determined by sales volumes is recognized during the financial year as the licensee generates sales revenue.

We generally offer DTC customers of our products the right to return or exchange merchandise purchased within 14–30 days of receipt, while certain of our contracts provide wholesale partners a right to return goods within a specified period. A refund liability is recognized as a reduction of sales and a right of return asset is recognized as a reduction of cost of goods sold, based on both historical experience and anticipated future returns.

Cost of Goods Sold

Cost of goods sold consist primarily of all costs directly related to generating revenue. Cost of goods sold can fluctuate as a result of changes in volume, product mix, foreign currency exchange rates and inflation.

Cost of goods sold for our owned manufactured goods includes all raw materials, labor and related overhead. Cost of goods sold for sourced goods includes the purchase costs and related overhead. Overhead includes all costs related to manufacturing or sourcing goods, including costs of planning, purchasing, quality control, depreciation and amortization of owned manufacturing facilities and equipment, amortization of intangible assets, employee compensation, inbound and outbound freight, duties, non-refundable taxes and shrink and valuation reserves.

Selling, General and Administrative Expenses

Selling expenses include expenses to support our wholesale partner relationships and consumer support teams and enable the delivery of products to wholesale partners and consumers through our e-commerce platform and owned retail stores. These expenses include: personnel expenses for sales and technical representatives, warehouses, our owned websites, processing fees in the DTC channel and depreciation expenses.

Furthermore, selling expenses include advertising and marketing promotions, both offline and digital campaigns as well as trade marketing and consumer marketing, including sponsorships and endorsements of our products, as well as related overhead costs. We intend to continue to invest in our marketing capabilities in the future and expect this expense to increase in absolute dollars in future periods as we release new products and expand into new geographies. Marketing expense as a percentage of total revenue may fluctuate from period to period based on total revenue and the timing of our investments in marketing functions as these investments may vary in scope and scale over future periods.

General expenses include research and development (“R&D”) expenses, certain non-recurring expenses such as minor losses on sale of assets and unrealized foreign exchange losses related to the revaluation of accounts receivable or accounts payable balances of non-operational currencies in entities dealing with several currencies.

Administrative expenses consist of costs incurred in our corporate offices, primarily related to personnel costs, including salaries, variable incentive compensation, benefits, other professional service costs, corporate facilities costs, costs related to accounting and professional fees as well as IT, depreciation, amortization related to software and patents and other rights. We have invested considerably in this area to support the growing volume and complexity of the business and anticipate continuing to do so in the future. In addition, we incurred certain transaction-related costs in connection with our IPO.

Impairment Losses

Impairment losses consist of impairments on goodwill and certain trademarks of the Peak Performance business, which were recorded in 2022, as well as losses on trade receivables.

Other Operating Income

Other operating income consists of government subsidies (including COVID-19 pandemic-related subsidies and certain other economic subsidies), insurance compensation for general business losses, gains on the sale of non-current assets as well as other non-recurring income, such as patent settlements.

Finance Income

Finance income consists of interest earned on cash and equivalent balances and other financial income.

Finance Cost

Finance cost consists of interest cost on loans, lease obligations, pensions and derivatives, as well as foreign exchange gains and losses and other finance costs.

Income Tax Expense

Taxation consists primarily of current and deferred income tax and a small component of withholding tax.

Loss from Discontinued Operations, net of tax

Loss from discontinued operations consists of gains and losses on the sale of discontinued operations and operational results until the sale of businesses reported as discontinued operations.

Results of Operations

The following table sets forth our results of operations for the periods presented.

	For the Year Ended December 31,	
	2023	2022
	(\$ in millions)	
Revenue	\$ 4,368.4	\$ 3,548.8
Cost of goods sold	(2,092.3)	(1,785.2)
Gross profit	\$ 2,276.2	\$ 1,763.6
Selling, general and administrative expenses	(1,982.5)	(1,522.7)
Impairment losses	(2.4)	(201.7)
Other operating income	11.2	11.4
Operating profit	\$ 302.5	\$ 50.6
Finance income	6.4	3.3
Finance cost	(413.4)	(236.5)
Net finance cost	\$ (407.0)	\$ (233.2)
Loss before tax	\$ (104.6)	\$ (182.6)
Income tax expense	(104.2)	(48.3)
Loss from continuing operations	\$ (208.8)	\$ (230.9)
Loss from discontinued operations, net of tax	—	(21.8)
Net loss	\$ (208.8)	\$ (252.7)
Loss attributable to:		
Equity holders of the company	\$ (208.6)	\$ (252.7)
Non-controlling interests	(0.2)	—

Year Ended December 31, 2023 Compared to the Year Ended December 31, 2022

Revenue

The following table sets forth our revenue disaggregated by channel and geography.

	For the Year Ended December 31	
	2023	2022
	(Sin millions)	
Channel Revenues		
Wholesale	\$ 2,809.6	\$ 2,502.7
DTC	1,558.8	1,046.1
E-Commerce	718.4	513.8
Retail	840.4	532.3
Total	\$ 4,368.4	\$ 3,548.8
Geographic Revenues		
EMEA	\$ 1,450.3	\$ 1,270.7
Americas	1,726.8	1,504.4
Greater China(1)	841.4	523.8
Asia Pacific(2)	350.0	249.9
Total	\$ 4,368.4	\$ 3,548.8

(1) Consists of mainland China, Hong Kong, Macau and Taiwan.

(2) Excludes Greater China.

Revenue for 2023 increased by \$819.6 million, or 23.1%, compared to 2022, primarily driven by strong growth in the Technical Apparel segment, which was driven by new store openings, comparable store sales growth, e-commerce expansion, as well as a rebound in Greater China following the COVID-19 lockdowns in 2022. The Outdoor Performance segment also experienced healthy growth driven by footwear, our performance in Greater China, and the benefit of product supply normalizing following the pandemic. Ball & Racquet Sports rose more moderately as growth in basketball and sportswear offset softer baseball and golf sales which led to targeted promotional actions in these categories to clear excess inventory in the fourth quarter. Revenue on a constant currency basis for 2023 increased by \$854.8 million, or 24.1%, compared to 2022.

Revenue generated by the wholesale channel for 2023 increased by \$306.9 million, or 12.3%, to \$2,809.6 million, compared to \$2,502.7 million in 2022, primarily driven by increased sales volume due to supply chain recovery which allowed retailers to accelerate re-stocking as supply chains ramped up in Greater China and Asia Pacific (excluding Greater China). Revenue generated by the DTC channel for 2023 increased by \$512.7 million, or 49.0%, to \$1,558.8 million, compared to \$1,046.1 million in 2022, primarily driven by an increase in consumer demand in North America and Greater China and a net opening of 38 owned retail stores, and an increase in total e-commerce sales of \$204.6 million, or 39.8%, to \$718.4 million in 2023, compared to \$513.8 million in 2022. This increase in total e-commerce sales was in turn driven by an 34% increase in the total traffic to our owned e-commerce websites compared to 2022.

Revenue increased in 2023 across all geographic regions, led by Greater China and Asia Pacific (excluding Greater China). The Americas grew by \$222.4 million, or 14.8%, driven mainly by Technical Apparel and DTC channel growth. Greater China grew by \$317.6 million, or 60.6%, driven by brand's acceleration plans and an increased consumer demand following the COVID-19 lockdowns in 2022, mainly in the Technical Apparel and Outdoor Performance segments. Revenue in EMEA grew by \$179.6 million, or 14.1%, driven by improved sales in the Outdoor Performance segment through the wholesale channel. Revenue in Asia Pacific (excluding Greater China) grew by \$100.1 million, or 40.1%, driven by increased sales volume in the Technical Apparel segment, followed by Outdoor Performance.

Cost of Goods Sold

Cost of goods sold for 2023 increased by \$307.1 million, or 17.2%, to \$2,092.3 million, compared to \$1,785.2 million in 2022, primarily due to volume growth driven by an increase in consumer demand across each of our reportable segments.

Gross Profit

Gross profit for 2023 increased by \$512.5 million, or 29.1%, to \$2,276.2 million, compared to \$1,763.6 million in 2022. Gross margin for 2023 was 52.1%, compared to 49.7% for 2022. The increase was primarily due to channel and geographic mix improvements, which were driven in part by increased sales through our higher gross margin DTC channel. Lower logistics costs, particularly for air and sea freight, improved the gross margin compared to the prior period, but were partially offset by increases in raw material and labor costs and increased discounting to clear inventory.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the fiscal year 2023 increased by \$459.8 million, or 30.2%, to \$1,982.5 million, compared to \$1,522.7 million in 2022. The increase was due to both, higher selling and marketing costs as well as higher administrative expenses. The increase in selling and marketing expenses was primarily due to a higher share of DTC sales, a general growth of total sales, a net increase in total store count, an increase in online and offline marketing expenses, additional operating costs of e-commerce systems, higher warehousing costs with additional need of overflow and higher personnel costs from an increase in headcount. Administrative expenses increased primarily due to transaction costs in connection with the IPO, an increase in personnel costs consisting mainly of expenses relating to share based compensation and an expansion in leadership teams, both at segment and group levels, and expenses for post go-live activities related to the implementation of a new SAP ERP system to facilitate future growth.

Impairment Losses

Impairment losses for 2023 decreased by \$199.3 million, to \$2.4 million, compared to \$201.7 million in 2022. This decrease in 2023 was due to higher impairment losses in 2022 which primarily consisted of a \$179.0 million impairment loss on goodwill and a \$19.1 million impairment loss on certain trademarks, each recognized by our Peak Performance business unit.

Other Operating Income

Other operating income remained relatively stable for 2023 and decreased slightly by \$0.2 million, or 1.8%, to \$11.2 million, compared to \$11.4 million in 2022.

Operating Profit

Operating profit for 2023 increased by \$251.9 million, or 497.7%, to \$302.5 million, compared to \$50.6 million in 2022. This was driven by all effects analyzed above, primarily by impairment losses of \$198.1 million for Peak Performance in 2022, and by an increase in revenue and gross profit in 2023, while the improvements in gross profit margin were partially offset by an increase in operating expenses.

Finance Income

Finance income for 2023 increased by \$3.1 million, or 93.9%, to \$6.4 million, compared to \$3.3 million in 2022. This was primarily driven by increased interest income.

Finance Cost

Finance cost for 2023 increased by \$176.9 million, or 74.8%, to \$413.4 million, compared to \$236.5 million in 2022. This was primarily driven by higher interest expenses related to loans from related parties and other interest-bearing debts as a result of higher interest rates.

Income Tax Expense

Income tax expense for 2023 increased by \$55.9 million, or 115.7%, to \$104.2 million, compared to \$48.3 million in 2022. Our effective income tax rate was (100)% for 2023, compared to (26)% for 2022. The increase in the effective income tax rate was primarily due to negative earnings before taxes, mainly due to non-deductible interest expenses in certain jurisdictions, while certain other jurisdictions generated high taxable income.

Loss from Discontinued Operations, net of tax

Loss from discontinued operations, net of tax for 2023 decreased by \$21.8 million, to nil, compared to \$21.8 million in 2022. Loss from discontinued operations, net of tax in 2022, only included losses generated by Suunto for the period until disposal on May 6, 2022, including a loss on disposal of \$5.5 million, partially offset by a gain of \$4.8 million relating to a final purchase price adjustment paid in 2022 relating to the Precor disposal.

Segment Results of Operations

Our management evaluates operating performance and makes investment and other decisions based on segment revenue and Segment Adjusted Operating Profit. Costs allocated to the segments include certain centralized functions provided and administered by the Amer Sports group, such as costs related to sourcing, warehousing, distribution and transportation, our global business services center and information technology, based on appropriate metrics such as headcount, activity, usage or proportion of revenue.

Unallocated costs include costs related to supply chain management, general executive management, cybersecurity and other group functions such as finance, internal audit, tax, legal and human resources.

The following tables set forth certain financial information for our reportable segments for the periods presented.

Segment Revenue

	For the Year Ended December 31,	
	2023	2022
	(\$ in millions)	
Technical Apparel	\$ 1,592.8	\$ 1,095.5
Outdoor Performance	1,667.8	1,416.5
Ball & Racquet Sports	1,107.8	1,036.7
Total	\$ 4,368.4	\$ 3,548.8

Segment Adjusted Operating Profit ⁽¹⁾

	For the Year Ended December 31,	
	2023	2022
	(\$ in millions)	
Technical Apparel(2)	\$ 314.4	\$ 171.4
Outdoor Performance(3)	151.3	117.6
Ball & Racquet Sports(4)	30.6	60.9

- (1) Segment Adjusted Operating Profit for all periods presented excludes D&A expense associated with PPA in connection with the Acquisition.
- (2) Total D&A expense for the reportable segment was \$92.1 million and \$79.7 million for the fiscal years ended December 31, 2023 and 2022, respectively, which includes PPA related to D&A expense of \$9.4 million and \$9.9 million, respectively.
- (3) Total D&A expense for the reportable segment was \$94.7 million and \$84.4 million for the fiscal years ended December 31, 2023 and 2022, respectively, which includes PPA related to D&A expense of \$31.9 million and \$31.2 million, respectively.

- (4) Total D&A expense for the reportable segment was \$27.7 million and \$23.4 million for the fiscal years ended December 31, 2023 and 2022, respectively, which includes PPA related to D&A expense of \$1.3 million and \$1.2 million, respectively.

Technical Apparel

The following table sets forth the revenue for each brand in our Technical Apparel segment.

	For the Year Ended December 31,	
	2023	2022
	(\$ in millions)	
Arc'teryx	\$ 1,443.5	\$ 952.6
Peak Performance	149.3	142.9
Total	\$ 1,592.8	\$ 1,095.5

The following table sets forth certain operating data for our Technical Apparel segment.

	For the Year Ended December 31,	
	2023	2022
Store count(1)	187	172
Comparable sales growth(2)	54.7 %	33.4 %

- (1) Reflects the number of Technical Apparel owned retail stores open at the end of the fiscal year. Management reviews the number of new and closed stores to assess revenue growth and drivers of trends in revenue.
- (2) Comparable sales reflects revenue on a constant currency basis from owned retail stores that have been open for at least 13 full fiscal months and from owned e-commerce sites. Remodeled stores are excluded from the comparable sales growth calculation for 13 months if a store: (i) changes its square footage by more than 20% or (ii) is closed for more than 60 days for the refit. Stores closed 60 days or less are excluded from the comparable sales growth calculation only for the months they are closed.

The following table sets forth our segment revenue disaggregated by channel.

	For the Year Ended December 31,	
	2023	2022
	(\$ in millions)	
Channel Revenues		
Wholesale	\$ 528.0	\$ 416.0
DTC	1,064.8	679.5
Total	\$ 1,592.8	\$ 1,095.5

Total segment revenue for 2023 increased by \$497.3 million, or 45.4%, to \$1,592.8 million, compared to \$1,095.5 million in 2022. This was primarily driven by sales growth of 385.3 million in the DTC channel, or 56.7%, through continued momentum in our retail stores and e-commerce business. We expanded our retail store network with a net increase of 15 owned retail stores, while strong consumer demand drove increased store productivity. Segment revenue from e-commerce increased from \$263.8 million in 2022 to \$405.0 million in 2023 due to higher traffic to our owned e-commerce websites. By geography, segment revenue in the DTC channel in the Americas grew by 62.9% in 2023 as compared to 2022, and in Greater China by 58.0% in 2023 as compared to 2022, with China experiencing a strong rebound from COVID-19 restrictions in 2022. Revenues from our wholesale channel increased \$112.0 million, or 26.9% due to an increase in wholesale shipments for 2023 as compared to 2022. Segment revenue on a constant currency basis for 2023 increased by \$547.0 million, or 49.9%, compared to 2022.

Segment Adjusted Operating Profit for 2023 increased by \$143.1 million, or 83.5%, to \$314.4 million, compared to \$171.4 million in 2022. This was primarily driven by gross margin improvement related to favorable channel and geographic mix, with increased sales through the DTC channel together with a slower increase in operating expenses.

Outdoor Performance

The following table sets forth the revenue for each brand in our Outdoor Performance segment.

	For the Year Ended December 31,	
	2023	2022
	(\$ in millions)	
Salomon	\$ 1,311.8	\$ 1,073.5
Atomic	305.6	286.0
Other(1)	50.4	57.0
Total	\$ 1,667.8	\$ 1,416.5

(1) Consists of Armada and ENVE.

The following table sets forth our segment revenue disaggregated by channel.

	For the Year Ended December 31	
	2023	2022
	(\$ in millions)	
Channel Revenues		
Wholesale	\$ 1,329.6	\$ 1,178.4
DTC	338.1	238.1
Total	\$ 1,667.8	\$ 1,416.5

Total segment revenue for 2023 increased by \$251.3 million, or 17.7%, to \$1,667.8 million, compared to \$1,416.5 million in 2022. This was primarily driven by growth in footwear, performance in Greater China, and the benefit of product supply normalizing following the pandemic. Segment revenue on a constant currency basis for 2023 increased by \$234.8 million, or 16.6%, compared to 2022.

Segment Adjusted Operating Profit for 2023 increased by \$33.6 million, or 28.6%, to \$151.3 million, compared to \$117.6 million in 2022. This was primarily driven by the increase in revenue and gross margin improvement from shifting channel and product mix, as well as lower logistics costs, partially offset by increased operating expenses.

Ball & Racquet Sports

The following table sets forth our segment revenue disaggregated by channel.

	For the Year Ended December 31	
	2023	2022
	(\$ in millions)	
Channel Revenues		
Wholesale	\$ 952.0	\$ 908.3
DTC	155.8	128.5
Total	\$ 1,107.8	\$ 1,036.7

Total segment revenue for 2023 increased by \$71.1 million, or 6.9%, to \$1,107.8 million, compared to \$1,036.7 million in 2022. The growth was primarily driven by growth in sales of inflatable balls, including basketballs, footballs, volleyballs and soccer balls, which was offset by slower sales in tennis, baseball and golf. Overall difficult market conditions led to targeted promotional actions to clear excess inventory in the fourth quarter. Segment revenue on a constant currency basis for 2022 increased by \$72.9 million, or 7.0%, compared to 2022.

Segment Adjusted Operating Profit for 2023 decreased by \$30.2 million, or 49.7%, to \$30.6 million, compared to \$60.9 million in 2022. This was primarily due to operating expense deleverage as operating expenses grew faster than sales. Ball & Racquet Sports also experienced moderate decrease in gross margin due to challenging market conditions and a promotional environment.

Non-IFRS Financial Measures

Management uses certain non-IFRS financial measures to supplement the financial measures prepared in accordance with IFRS, which include constant currency revenue, EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin and Adjusted Net Income. We use constant currency revenue information to provide a framework to assess how our business segments performed excluding the effects of foreign currency exchange rate fluctuations. Management believes that EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin enhance an investor's understanding of our financial and operating performance from period to period, because they exclude certain material items relating to income tax expense, finance cost and depreciation and amortization which are not reflective of our ongoing operations and performance. Management believes Adjusted Net Income enhances an investor's understanding of our financial and operating performance because it excludes certain material items relating to discontinued operations and impairment losses on goodwill and intangible assets which are not reflective of our ongoing operations and performance. In addition, management believes constant currency revenue, EBITDA, Adjusted EBITDA, Adjusted EBITDA Margin and Adjusted Net Income are measures commonly used by investors to evaluate companies in the apparel, footwear, sports equipment, protective gear and accessories industries.

However, there are limitations to the use of these non-IFRS financial measures as analytical tools and they should not be considered in isolation or as a substitute for other financial measures calculated and presented in accordance with IFRS and may not be comparable to similarly titled non-IFRS measures used by other companies. Constant currency revenue is limited as a metric to review the Company's financial results as it does not reflect impacts of foreign currency on revenue. Some of the limitations of EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin include: excluding certain tax payments that may reduce cash available to us; not reflecting any cash capital expenditure requirements for the assets being depreciated and amortized that may have to be replaced in the future; not reflecting changes in, or cash requirements for, our working capital needs; and not reflecting the interest expense, or the cash requirements necessary to service interest or principal payments, on our debt. Some of the limitations of Adjusted Net Income include: excluding the impact of restructuring expenses, expenses related to transaction activities and expenses related to certain legal proceedings.

The tables below reconcile each of the following non-IFRS financial measures to their respective most directly comparable IFRS measure for the periods presented.

EBITDA, Adjusted EBITDA and Adjusted EBITDA Margin

	For the Year Ended December 31,	
	2023	2022
	(\$ in millions)	
Revenue	\$ 4,368.4	\$ 3,548.8
Net loss	\$ (208.8)	\$ (252.7)
Income tax expense(1)	104.2	48.5
Finance cost(2)	413.4	236.0
Depreciation and amortization(3)	220.9	197.0
Finance income(4)	(6.4)	(3.3)
EBITDA	\$ 523.4	\$ 225.5
Loss from discontinued operations(5)	—	19.4
Restructuring expenses(6)	2.3	5.8
Impairment losses on goodwill and intangible assets(7)	—	198.1
Expenses related to transaction activities(8)	33.9	0.3
Expenses related to certain legal proceedings(9)	3.3	3.9
Share-based payments(10)	47.9	—
Adjusted EBITDA	\$ 610.7	\$ 453.0
Net loss margin	(4.8)%	(7.1)%
Adjusted EBITDA Margin	14.0 %	12.8 %

(1) Includes income tax expense from discontinued operations of nil and \$(0.2) million for the years ended December 31, 2023 and 2022, respectively.

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- (2) Total interest expense on lease liabilities under IFRS 16 was \$12.2 million and \$8.5 million for the years ended December 31, 2023 and 2022, respectively.

Includes finance cost from discontinued operations of nil and \$0.5 million for the years ended December 31, 2023 and 2022, respectively.

- (3) Total amortization expense for right-of-use assets capitalized under IFRS 16 was \$87.4 million and \$73.3 million for the years ended December 31, 2023 and 2022, respectively.

Includes depreciation and amortization from discontinued operations of nil and \$2.7 million for the years ended December 31, 2023 and 2022, respectively.

- (4) There was no finance income from discontinued operations for the periods presented.

- (5) Loss from discontinued operations before income tax expense, finance cost, depreciation and amortization and finance income.

- (6) Includes expenses for restructuring from exit and termination events.

- (7) Includes impairment losses on goodwill and intangible assets.

- (8) Includes advisory fees in connection with M&A activities and our IPO.

- (9) Includes expenses related to (1) a certain patent infringement litigation and (2) certain litigation in connection with the divestiture of a business unit. While we face such patent litigation from time to time, the magnitude of costs is rarely significant and this litigation expense is substantially higher than all but one other patent litigation expense in the last 10 years. We view expenses related to these matters as outside our normal course of operations and not representative of our expected and recurring expenses. Legal expenses for other normal, recurring legal proceedings and other legal matters are not included in this adjustment.

- (10) We granted share-based compensation to employees under our equity compensation plans during the years ended December 31, 2023 and 2022, but did not incur any expenses related to share-based payments in periods prior to the fourth quarter of fiscal year 2023, as options granted under our equity compensation plans only vest once certain service and performance conditions are met, as well as upon the occurrence of an exit event, such as an initial public offering, and we did not believe an exit event was probable during such time. We started recognizing expenses related to share-based payments during the fourth quarter of the year ended December 31, 2023, as our IPO became probable. We adjust for share-based payments in our calculations of Adjusted EBITDA and Adjusted EBITDA Margin because we believe that such expenses are not representative of our ongoing expenses as they relate to recognition in a single period of incentive compensation granted over a period of several fiscal years.

Adjusted Net Income

	For the Year Ended December 31,	
	2023	2022
Net loss	\$ (208.8)	\$ (252.7)
Loss from discontinued operations	—	21.6
Restructuring expenses(1)	2.3	5.8
Impairment losses on goodwill and intangible assets(2)	—	198.1
Expenses related to transaction activities(3)	33.9	0.3
Expenses related to certain legal proceedings(4)	3.3	3.9
Share-based payments(5)	47.9	—
Income tax expense(6)	(14.1)	(6.9)
Adjusted Net Income	\$ (135.4)	\$ (29.9)

- (1) Includes expenses for restructuring from exit and termination events.

- (2) Includes impairment losses on goodwill and intangible assets.

- (3) Includes advisory fees in connection with M&A activities and our IPO.
- (4) Includes expenses related to (1) a certain patent infringement litigation and (2) certain litigation in connection with the divestiture of a business unit. While we face such patent litigation from time to time, the magnitude of costs is rarely significant and this litigation expense is substantially higher than all but one other patent litigation expense in the last 10 years. We view expenses related to these matters as outside our normal course of operations and not representative of our expected and recurring expenses. Legal expenses for other normal, recurring legal proceedings and other legal matters are not included in this adjustment.
- (5) We granted share-based compensation to employees under our equity compensation plans during the years ended December 31, 2023 and 2022, but did not incur any expenses related to share-based payments in periods prior to the fourth quarter of fiscal year 2023, as options granted under our equity compensation plans only vest once certain service and performance conditions are met, as well as upon the occurrence of an exit event, such as an initial public offering, and we did not believe an exit event was probable during such time. We started recognizing expenses related to share-based payments during the fourth quarter of the year ended December 31, 2023, as our IPO became probable. We adjust for share-based payments in our calculation of Adjusted Net Income because we believe that such expenses are not representative of our ongoing expenses as they relate to recognition in a single period of incentive compensation granted over a period of several fiscal years.
- (6) Includes income tax expense resulting from each adjustment as follows:

	2023	2022
Loss from discontinued operations	—	0.2
Restructuring expenses	(0.5)	(1.5)
Impairment losses on goodwill and intangible assets	—	(4.7)
Expenses related to transaction activities	(0.8)	—
Expenses related to certain legal proceedings	(0.8)	(0.9)
Share-based payments	(12.0)	—
Total income tax expense	\$ (14.1)	\$ (6.9)

B. Liquidity and Capital Resources

Our primary need for liquidity is to fund working capital requirements, capital expenditures, debt service, lease obligations and for general corporate purposes. Typically, the highest level of working capital has been reached in the third quarter when inventory and accounts receivable are at a peak during the fall and winter shopping season.

Our future contractual obligations are further discussed in “—Contractual Obligations and Commitments” below. Historically, our main sources of liquidity have been cash flow from operating activities, shareholder loans and borrowings under our existing credit facilities. See “—Indebtedness.”

We had \$483.4 million and \$402.0 million of cash and cash equivalents as of December 31, 2023 and 2022, respectively. The \$81.4 million increase in cash and cash equivalents as of December 31, 2023 as compared to December 31, 2022 was primarily due to improved net cash flows from operating activities, partially offset by an increase in cash flows used in investing activities.

We believe our existing cash and cash equivalent balances, cash flow from operations and credit facilities will be sufficient to meet our working capital and capital expenditure needs for at least the next 12 months. Our long-term capital requirements may vary materially from those currently planned and will depend on many factors, including the rate of revenue growth, the timing and extent of spending on research and development efforts, new owned retail store openings and other growth initiatives, the expansion of sales and marketing activities, the timing of new products, and overall economic conditions. We are also expecting increased capital expenditures related to the upgrade of our global SAP enterprise resource planning system over the next several years, which we are in the process of implementing across each of our brands, and the expansion of our warehousing facilities. Our capital expenditures for 2023 were approximately \$136.3 million, and our capital expenditure budget for 2024 is approximately \$300 million.

To the extent that current and anticipated future sources of liquidity are insufficient to fund our future business activities and requirements, we may be required to seek additional equity or debt financing. The sale of additional equity would result in additional dilution to shareholders. The incurrence of debt financing would result in debt service obligations and the instruments governing such debt could provide for operating and financing covenants that may restrict our operations. We also regularly evaluate market conditions, our liquidity profile, and various financing alternatives for opportunities to enhance our capital structure. If market conditions are favorable, we may refinance our existing debt or issue additional securities. There can be no assurances that we will be able to raise additional capital on terms that are attractive to us or at all. The inability to raise capital may adversely affect our ability to achieve our business objectives.

Cash Flow Information

The following table sets forth our consolidated cash flow information for the periods presented:

	For the Year Ended December 31,	
	2023	2022
	(In millions)	
Total net cash flows from/(used in) operating activities	\$ 199.0	\$ (91.7)
Net cash flow (used in)/from investing activities	\$ (154.8)	\$ (118.6)
Net cash flow from/(used in) financing activities	\$ 35.0	\$ 81.1

Operating Activities

Cash inflow from operating activities was \$199.0 million in 2023 compared to cash outflow from operating activities of \$91.7 million in 2022. The year-over-year increase of \$290.7 million in cash inflows from operating activities was primarily due to improved operating profit, partially offset by an increase in inventory and higher interest payments.

Investing Activities

Cash outflow from investing activities was \$154.8 million in 2023 compared to cash outflow from investing activities of \$118.6 million in 2022. The year-over-year increase of \$36.2 million in cash outflows from investing activities was due to increased investments in property, plant and equipment, mainly consisting of the expansion of our retail store network.

Our capital expenditures (which we define herein to refer to the acquisition of property, plant and equipment and the acquisition of intangible assets, as presented in our consolidated statement of cash flows) for the years ended December 31, 2023 and 2022 totaled \$136.3 million and \$109.8 million, respectively.

Financing Activities

Cash inflow from financing activities was \$35.0 million in 2023 compared to cash inflow from financing activities of \$81.1 million in 2022. The year-over-year decrease of \$46.0 million in cash inflows from financing activities was due to lower proceeds from short-term borrowings from financial institutions, higher repayments of long-term borrowings from related parties, partially offset by lower repayments of short-term borrowings from financial institutions.

Indebtedness

6.750% Senior Secured Notes

On February 16, 2024, Amer Sports Company (the “Issuer”), our wholly owned subsidiary, entered into an indenture (the “Indenture”) with The Bank of New York Mellon, as trustee, Wilmington Trust (London) Limited, as notes collateral agent, and the guarantors party thereto, pursuant to which the Issuer issued \$800 million principal amount of 6.750% senior secured notes (the “Notes”). Pursuant to the Indenture, the Notes will mature on February 16, 2031. Interest on the Notes are payable semi-annually in arrears on each March 1 and September 1, beginning on September 1, 2024.

The Notes are jointly and severally guaranteed by the Company and each of the Company's subsidiaries (other than the Issuer) that is a borrower or a guarantor under the New Senior Secured Credit Facilities (the "Note Guarantors"). The Notes and the guarantees related thereto are senior obligations and are secured, subject to permitted liens and certain other exceptions, by the same first priority liens that secure the obligations of the Issuer and the Note Guarantors under the New Senior Secured Credit Facilities.

The Notes will be redeemable at the option of the Issuer, in whole or in part, on or after February 16, 2027, at the redemption prices set forth in the Indenture.

In addition, prior to February 16, 2027, the Issuer may, at its option and on one or more occasions, redeem up to 10% of the aggregate principal amount of the Notes under the Indenture (including any additional Notes) during any 12-month period at a redemption price equal to 103% of the principal amount of the Notes being redeemed. Prior to February 16, 2027, the Issuer may on any one or more occasions redeem up to 40% of the aggregate principal amount of Notes issued under the indenture at a redemption price of 106.750% of the principal amount thereof, subject to the limitations set forth in the Indenture.

Upon the occurrence of a Change of Control (as defined in the Indenture), unless the Issuer has exercised its right to redeem all of the Notes, as described above, each holder of the Notes will have a right to repurchase all or any part of that holder's Notes at a purchase price equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest on the Notes repurchased to, but excluding, the date of purchase.

The Indenture contains covenants that limit the ability of the Company and any of its Restricted Subsidiaries (as such term is defined in the Indenture), to, among other things incur or guarantee additional indebtedness, make certain investments and other restricted payments; create liens, enter into transactions with affiliates, engage in mergers, consolidations or amalgamations; and transfer and sell assets. The Indenture also provides for customary events of default.

New Senior Secured Credit Facilities

On February 16, 2024, the Company entered into a Credit Agreement (the "Credit Agreement") among the Company, certain subsidiaries of the Company as borrowers, the financial institutions party thereto as lenders and issuing banks, JPMorgan Chase Bank, N.A. as administrative agent, J.P. Morgan SE, as swingline lender, and Wilmington Trust (London) Limited as collateral agent.

The Credit Agreement provides for a U.S. dollar denominated term loan facility of \$500 million with a seven-year term to maturity (the "USD Term Loan Facility"), a Euro denominated term loan facility of €700 million with a seven-year term to maturity (the "EUR Term Loan Facility", and together with the USD Term Loan Facility, the "New Term Loan Facilities") and a five-year revolving credit facility of \$710 million (the "New Revolving Credit Facility"). The USD Term Loan Facility is denominated in U.S. dollars, the EUR Term Loan Facility is denominated in Euros and borrowings under the New Revolving Credit Facility are available in U.S. dollars or Euros.

Interest and Fees

Borrowings under the New Revolving Credit Facility in: (i) U.S. dollars will bear interest at a rate per annum equal to, at the option of the Company, either (a) a term SOFR-based rate or (b) a U.S. dollar base rate and (ii) Euros will bear interest at a rate per annum equal to EURIBOR (provided, however, that the term SOFR-based rate and EURIBOR shall be no less than 0.00% per annum at any time and the U.S. dollar base rate shall be no less than 1.00% per annum at any time), in each case, plus an applicable margin. Borrowings under the (i) USD Term Loan Facility will bear interest at a rate per annum equal to, at the option of the Company, either (x) a term SOFR-based rate or (y) a U.S. dollar base rate and (ii) EUR Term Loan Facility will bear interest at a rate per annum equal to EURIBOR (provided, however, that the term SOFR-based rate and EURIBOR shall be no less than 0.00% per annum at any time and the U.S. dollar base rate shall be no less than 1.00% per annum at any time), in each case, plus an applicable margin.

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The applicable interest rate margins for borrowings under the New Revolving Credit Facility are between 0.75% to 1.75% with respect to U.S. dollar base rate borrowings and between 1.75% to 2.75% with respect to SOFR or EURIBOR borrowings based on the Company's first lien net leverage ratio (the "Applicable Rate"). The applicable interest rate margins for borrowings under the USD Term Loan Facility are between 2.00% to 2.25% with respect to U.S. dollar base rate borrowings and between 3.00% to 3.25% with respect to SOFR borrowings based on the Company's senior unsecured non-credit-enhanced long-term debt rating. The applicable interest rate margins for borrowings under the EUR Term Loan Facility are between 3.25% to 3.50% based on the Company's senior unsecured non-credit-enhanced long-term debt ratings.

In addition, the Company is required to pay quarterly commitment fees equal to 30% of the Applicable Rate then in effect for SOFR borrowings under the New Revolving Credit Facility, on a per annum basis in respect of the unutilized commitments under the New Revolving Credit Facility, payable quarterly in arrears. The Company will also be required to pay letter of credit fees on the maximum amount available to be drawn under all outstanding letters of credit in an amount equal to the Applicable Rate on SOFR borrowings under the New Revolving Credit Facility on a per annum basis, payable quarterly in arrears, as well as customary fronting fees for the issuance of letters of credit and agency fees.

Amortization

The amortization rate for the USD Term Loan Facility is 1.00% per annum, payable in quarterly installments, and the first installment in respect of the USD Term Loan Facility is payable on June 30, 2024. The EUR Term Loan Facility is not expected to be subject to scheduled amortization payments. The Company may direct that prepayments be applied to such amortization payments in order of maturity.

Collateral and Guarantors

The New Senior Secured Credit Facilities is secured by substantially all of the assets of the Company and certain wholly-owned subsidiaries of the Company that are organized in the United States, Austria, Canada, Switzerland, Cayman Islands, Finland, France, Hong Kong and Sweden, subject to certain exceptions and subject to the agreed security principles with respect to any such subsidiaries that are not organized in the United States or Canada.

The obligations of the Company and the obligations of the guarantors under the New Senior Secured Credit Facilities and certain hedging arrangements and cash management arrangements entered into with lenders under the New Senior Secured Credit Facilities (or affiliates thereof) are secured by first-priority security interests in the collateral securing such facilities subject to certain exclusions set forth in the credit documentation governing the New Senior Secured Credit Facilities.

Prepayments

Subject to certain exceptions and customary baskets set forth in the Credit Agreement, the Company is required to make mandatory prepayments of the loans under the New Term Loan Facilities under certain circumstances, including from: (i) 100% of the net cash proceeds of insurance and condemnation proceeds for property or asset losses (subject to reinvestment rights, decreases based on leverage ratios and a net proceeds threshold), (ii) 100% of the net cash proceeds from the incurrence of debt (other than permitted debt under the Credit Agreement), (iii) 50% of excess cash flow subject to decrease based on leverage ratios and subject to a threshold amount and (iv) 100% of net cash proceeds from asset sales (subject to reinvestment rights, decrease based on leverage ratios and net proceeds threshold). These mandatory prepayments may be used to satisfy future amortization.

The Company is permitted to voluntarily reduce the unutilized portion of the revolving commitment amount and repay outstanding loans under the New Revolving Credit Facility at any time without premium or penalty, other than customary "breakage" costs with respect to SOFR and EURIBOR loans. The Company is permitted to voluntarily repay outstanding loans under the New Term Loan Facilities at any time without premium or penalty; provided that that any voluntary prepayment, refinancing or repricing of the New Term Loan Facilities in connection with certain repricing transactions that occur prior to the six-month anniversary of the closing of the New Senior Secured Credit Facilities shall be subject to a prepayment premium of 1.00% of the principal amount of the term loans so prepaid, refinanced or repriced.

Certain Covenants and Events of Default

The Credit Agreement is expected to contain a number of covenants that, among other things and subject to certain exceptions, restrict the Company's and its subsidiaries' ability to incur additional indebtedness; create liens; enter into agreements and other arrangements that include negative pledge clauses; pay dividends on capital stock or redeem, repurchase or retire capital stock or subordinated indebtedness; make investments, loans, advances and acquisitions; merge, amalgamate or sell assets, including equity interests of subsidiaries; enter into sale and leaseback transactions; engage in transactions with affiliates; and enter into amendments of or waivers under subordinated indebtedness. The Credit Agreement will also contain certain customary affirmative covenants.

The New Revolving Credit Facility will also contain financial covenants that: (1) require the Company to maintain a maximum first lien net leverage ratio of not greater than 5.00:1.00 and (2) require the Company to maintain an interest coverage ratio of not less than 2.00:1.00, which shall increase to 2.25:1.00 as of the fiscal quarter ending December 31, 2025 and shall further increase to 2.50:1.00 as of the fiscal quarter ending December 31, 2026. The financial covenants will contain a customary term loan facility standstill and customary cure rights.

The Credit Agreement will also contain certain customary events of default. If an event of default, as specified in the Credit Agreement shall occur and be continuing, the borrowers thereunder may be required to repay all amounts outstanding under the Credit Facilities.

Senior Facilities Agreement

On March 20, 2019, our wholly owned subsidiary, Amer Sports Holding Oy (f/k/a Mascot Midco 1 Oy) (the "Parent Guarantor"), and certain of its subsidiaries, including Amer Sports Holding 1 Oy (f/k/a Mascot Bidco Oy) ("Bidco") and Mascot Bidco Canada Inc. ("Canada Bidco" and, together with Bidco, the "Borrowers"), entered into a senior facilities agreement with, among others, J.P. Morgan SE (f/k/a J.P. Morgan Europe Limited) as agent and Wilmington Trust (London) Limited as security agent and, on July 17, 2023, such agreement was amended and restated in its entirety (the "Senior Facilities Agreement"). The Senior Facilities Agreement provided for (i) a EUR 315 million senior secured revolving facility (the "Revolving Facility") and (ii) a EUR 1.7 billion senior secured term loan facility (the "Term Loan Facility" and, together with the Revolving Facility, the "Senior Credit Facilities"). The Revolving Facility matured on September 29, 2025 and the Term Loan Facility matured on March 29, 2026. The Senior Credit Facilities were guaranteed by the Parent Guarantor and by certain of the Parent Guarantor's subsidiaries, and are secured by security granted by the Parent Guarantor and certain of its subsidiaries. As of December 31, 2023, we had EUR 4.2 million of borrowings available under the Revolving Facility and we had no borrowings available under the Term Loan Facility. On February 16, 2024, we repaid all outstanding borrowings under and terminated the Senior Facilities Agreement.

Loans with Related Parties

On March 26, 2019, JVCo (as lender) entered into an intercompany loan agreement with our wholly-owned subsidiary, Amer Sports Holding (HK) Limited ("Amer Sports HK") (as borrower), pursuant to which JVCo advanced to Amer Sports HK a loan with an aggregate principal amount outstanding as of December 31, 2023 of EUR 2.489 billion ("JVCo Loan 1"). On February 28, 2022, we assumed all obligations under JVCo Loan 1 from Amer Sports HK. Pursuant to a capitalization agreement entered into between us and JVCo, EUR 2.3 billion of JVCo Loan 1 was equitized immediately prior to the completion of our IPO and EUR 125.5 million was set off against certain outstanding liabilities of JVCo, and all remaining borrowings under JVCo Loan 1 were repaid in full in connection with our IPO.

On March 26, 2019, JVCo (as lender) entered into an intercompany loan agreement with our wholly-owned subsidiary, Amer Sports HK (as borrower), pursuant to which JVCo advanced to Amer Sports HK a loan with an aggregate principal amount outstanding as of December 31, 2023 of EUR 1.3 billion ("JVCo Loan 2"). On February 28, 2022, we assumed all obligations under JVCo Loan 2 from Amer Sports HK. JVCo Loan 2 was repaid in full in connection with our IPO.

On May 29, 2020, JVCo (as lender) entered into an intercompany loan agreement with our wholly-owned subsidiary, Amer Sports HK (as borrower), pursuant to which JVCo agreed to make available to Amer Sports HK a loan in a principal amount of up to EUR 400 million ("JVCo Loan 3"). As of October 1, 2022, we assumed all obligations under JVCo Loan 3 from Amer Sports HK. JVCo Loan 3 was canceled in connection with our IPO.

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On February 28, 2022, the Co-Invest entered into a loan agreement with us for a loan in an aggregate principal amount outstanding as of December 31, 2023 of EUR 7.1 million (“Co-Invest Loan 1”). Pursuant to a capitalization agreement entered into between us and the Co-Invest, EUR 6.7 million of Co-Invest Loan 1 was equitized immediately prior to the completion of our IPO and all remaining borrowings under Co-Invest Loan 1 were repaid in full in connection with our IPO.

On February 28, 2022, the Co-Invest entered into a loan agreement with us for a loan in an aggregate principal amount outstanding as of December 31, 2023 of EUR 3.7 million (“Co-Invest Loan 2”). Co-Invest Loan 2 was repaid in full in connection with our IPO.

Contractual Obligations and Commitments

The following table summarizes our contractual obligations and commitments, excluding interest, as of December 31, 2023.

Contractual Obligations and Commitments	Payments Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Lease liabilities	\$ 339.8	\$ 89.4	\$ 114.9	\$ 71.7	\$ 63.8
Loans from financial institutions	2,244.4	381.0	1,863.4	—	—
Loans from related parties(1)	4,077.0	—	—	—	4,077.0
Accounts payable	426.5	426.5	—	—	—
Other commitments(2)	242.7	60.5	64.9	68.7	48.6
Total	\$ 7,330.4	\$ 957.4	\$ 2,043.2	\$ 140.4	\$ 4,189.4

- (1) Loans from related parties relate to shareholder loans that were repaid in connection with consummation of our IPO. See “—Indebtedness—Loans with Related Parties.”
- (2) Other commitments primarily consist of lease contracts for short-term leased assets and for low value assets, commitments related to long-term endorsement contracts with professional and non-professional sports leagues, as well as certain short-term contracts, contracts with brand ambassadors and certain guarantees related to the divested Precor business. Such guarantees, in accordance with the share purchase agreement related to such sale, are the buyer’s responsibility commencing from the date of purchase and are expected to be released in 2024.

Off-Balance Sheet Arrangements

We have off-balance sheet arrangements in connection with certain leases and guarantees. Leases not capitalized mainly relate to short term and low value leases for which IFRS 16 offers an exemption from capitalization, while the guarantees include arrangements with third parties related to the divested Precor business.

Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risks in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates.

Foreign Currency Risk

Foreign currency risk primarily relates to the extent that sales, purchases, and borrowings of our foreign operations are denominated in currencies other than the functional currency of the legal entity in which the transaction is recorded by us. Assets and liabilities arising from such transactions are translated into the legal entity’s functional currency using the exchange rate in effect on the balance sheet date. Revenue and expenses are translated using the average exchange rate over the relevant period. The functional currency of Amer Sports, Inc. is the euro. We present our financial statements in U.S. dollars, and record transactions in foreign currencies at the rate in effect on the transaction date, and assets and liabilities denominated in foreign currencies that are outstanding at the end of a financial period are translated at the closing rate in effect on the applicable balance sheet date.

For the years ended December 31, 2023 and 2022, respectively, we generated 68.5% and 64.9% of our revenue in currencies other than U.S. dollars and 77.8% and 74.1% of our operating expenses were incurred in currencies other than U.S. dollars. In periods where the U.S. dollar strengthens relative to the euro, Canadian dollar, RMB or other foreign currencies in countries where we have operations, there is a negative impact on our operating results upon translation of those foreign operating results into the U.S. dollar. The translation impact of a 10% increase in the U.S. dollar against all other foreign currencies would have decreased operating profit by \$17.1 million and increased operating profit by \$10.1 million for the years ended December 31, 2023 and 2022, respectively. The potential change noted above is based on a sensitivity analysis performed on our financial position as of December 31, 2023.

Transaction risk arises from foreign currency denominated assets and liabilities. 33.1% and 29.5% of our assets and 76.2% and 75.8% of our liabilities were subject to foreign currency exposure as of December 31, 2023 and 2022, respectively. The net impact after hedging based on a strengthening of the Euro by 10% vs. our five main currencies would have resulted in an increase in net loss of \$5 million and \$20 million for the years ended December 31, 2023 and 2022, respectively. The potential change noted above is based on a sensitivity analysis performed on our financial position as of December 31, 2023.

Where possible, we seek to manage foreign currency exposure through a variety of methods, including by financing each business unit in its functional currency and concentrating cash flows through centralized entities to limit the number of foreign currencies being utilized for purchases. Additionally, we enter into hedging arrangements to limit our exposure to foreign currency fluctuations for a significant portion of our cash flows, in particular with our most commonly used foreign currencies, including euros, Canadian dollars and RMB. Such hedging arrangements may include foreign exchange forward contracts and options, interest rate swaps, interest rate options and cross-currency swaps. The majority of our hedging arrangements are short-term and are usually rolled forward within the standard business cycle. Nonetheless, it is not practical for us to mitigate all of our foreign currency exposure, nor are we able to accurately predict the possible impact of future foreign currency exchange rate fluctuations on our results of operations, due to our constantly changing exposure to various foreign currencies, difficulty in predicting fluctuations in foreign currency exchange rates relative to the U.S. dollar and the significant number of foreign currencies involved. We have experienced and we will continue to experience fluctuations in our net income as a result of revaluing our assets and liabilities that are not denominated in the functional currency of the entity that recorded the asset or liability.

Commodity Price Risk

We are exposed to commodity and other price risk, including from rubber, nylon, polyester and steel, aluminum and other materials, which we either purchase directly or in a converted form such as fabric, as well as other inputs, including energy, transportation and logistics services. To manage risks of commodity price changes, management negotiates prices in advance when possible. We have not historically managed commodity price exposures by using derivative instruments.

Inflation Risk

Inflationary pressures have recently increased, and may continue to increase, the costs of labor, raw materials and other inputs for our products. We have experienced, and may continue to experience, higher than expected inflation, including escalating transportation, commodity and other supply chain costs and disruptions. If our costs are subject to significant inflationary pressures, we may not be able to offset such higher costs through price increases, which could adversely affect our business, results of operations or financial condition.

Funding and Liquidity Risk

Our ability to obtain additional capital, if and when required, will depend on our business plans, investor demand, our operating performance, market conditions, our credit rating and other factors, and we may not be able to raise needed cash on terms acceptable to us or at all. Failure to secure any necessary financing in a timely manner and on favorable terms could have a material adverse effect on our growth strategy, as well as on our ability to timely repay existing commitments, such as any commitments pursuant to the Revolving Facility or the Term Loan Facility. As of December 31, 2023, we had EUR 4.2 million of borrowings available under the Revolving Facility and we had no borrowings available under the Term Loan Facility. On February 16, 2024, the Revolving Facility and Term Loan Facility were repaid in full and terminated. We have \$710 million of borrowings available under the New Revolving Credit Facility and no borrowings available under the New Term Loan Facilities.

Interest Rate Risk

Our interest expense for our existing borrowings and for any new debt we may incur in the future, including under our Senior Facilities Agreement and our New Senior Secured Credit Facilities, could be exposed to changes in interest rates. We engage in hedging arrangements to limit our exposure to interest rate fluctuations, including for a portion of our New Senior Secured Credit Facilities. Even though we engage in hedging activities, interest rate risk is highly sensitive due to many factors, including monetary and tax policies, market and economic factors and other factors beyond our control, as well as due to repricing of existing floating rate debt and raising new floating rate debt, and could have a significant negative or positive impact on the results of our operations. As of December 31, 2023, a 1% increase in interest rates would have increased net loss by \$51.7 million and \$52.5 million for the years ended December 31, 2023 and 2022. The potential change noted above is based on a sensitivity analysis performed on our financial position as of December 31, 2023.

Credit Risk

We are exposed to potential credit losses in the event of nonperformance by counterparties to our receivables, including our customers. Concentrations of credit risk arising from receivables from customers are limited due to the diversity of our customers and the global nature of our business. For the year ended December 31, 2023, our largest single customer accounted for 4% of total accounts receivable and our 20 largest wholesale partners accounted for 31% of total accounts receivable. At December 31, 2023, the average payment time for outstanding sales was 49 days. In order to minimize risk, we perform credit evaluations of our customers' financial conditions, use credit insurances in the majority of the countries in Europe as well as in Japan, and may also obtain collateral or other security as appropriate. Notwithstanding these efforts, current adverse macroeconomic factors across the global economy may increase the difficulty in collecting receivables.

Internal Control over Financial Reporting

In connection with the preparation of our consolidated financial statements, we identified a material weakness in our internal control over financial reporting. See "Item 3. Key Information—D. Risk Factors—Risks Related to Financial, Accounting and Tax Matters—We have identified a material weakness in our internal control over financial reporting. If we are unable to remediate the material weakness or if we identify additional material weaknesses in the future or otherwise fail to develop and maintain effective internal control over financial reporting, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect our business." We have implemented and are in the process of implementing measures designed to improve our internal control over financial reporting and remediate the material weakness. This includes implementing new information technology and systems for the preparation and review of financial statements, including implementing a financial close software system, implementing additional review procedures within our accounting and finance department, and enhancing our accounting and finance leadership and supporting resources, including hiring a Chief Accounting Officer, and engaging external accounting experts to support improving our accounting processes and procedures and supplement our internal resources in our computation processes.

There has been no other change during the year ended December 31, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting, other than as described above with respect to our remediation efforts.

C. Research and Development, Patents and Licenses

Our products are rooted in innovation and technical excellence, and set the standard for quality, function and style across their respective categories. Through a consumer-focused, design-led mindset, we emphasize understanding and meeting the evolving needs and demands of athletes and consumers. Our innovation processes are institutionalized through continued investment in research and development at our innovation centers. These include the Wilson Innovation Center in Chicago, Arc'teryx design centers in North Vancouver, Portland and Tokyo and Salomon's Annecy Design Center in France. Our teams are constantly testing new ideas to improve our current offering and to be the first to commercialize new products, while balancing the potential lack of receptivity of new products, as well as shifting consumer preferences. Our brands are supported by former competitive athletes who enjoy an active lifestyle and have a desire to lean into hard problems and apply design to create possibility. We have an expansive network of hundreds of professional athletes and ambassadors across our brands who we actively collaborate with. We gather feedback, insights and ideas from them to incorporate into our designs. This direct feedback drives our product innovation engine and results in high-end products that are trusted by our consumers. We leverage advanced technologies to constantly improve our products and reaffirm the pricing power our brands command. In recent years, design teams at our brands have also invested in the development of products, packaging and services with a sustainability focus. Our products shape their respective categories with innovative technologies fueled by our deep commitment to rigorous research and development.

D. Trend Information

See "Item 5. Operating and Financial Review and Prospects."

E. Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in conformity with IFRS. The preparation of our consolidated financial statements and related disclosures requires us to make estimates, assumptions and judgments that affect the reported amounts and related disclosures. We believe that the estimates, assumptions and judgments involved in the accounting policies described below have the greatest potential impact on our financial statements and, therefore, we consider these to be our critical accounting policies.

Accordingly, we evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions and conditions.

See Note 2, "Significant Accounting Policies," to our audited consolidated financial statements included elsewhere in this annual report for information about these critical accounting policies, as well as a description of our other significant accounting policies.

Revenue

Revenue is primarily derived from the sale of merchandise through our DTC channel, which comprises owned retail and e-commerce, and our wholesale channel, but also includes limited services and license fees. Revenue is presented net of value added tax, discounts, incentives, rebates earned by customers and estimated returns. We recognize revenue under IFRS 15 at the point in time when control of the products and services are transferred to the customer in accordance with the terms of delivery at an amount that reflects the consideration to which we expect to be entitled in exchange for those products and services in the ordinary course of our activities. We apply the following five-step model when determining the timing and amount of revenue recognition:

- (1) identifying the contracts with customers;
- (2) identifying the separate performance obligations;
- (3) determining the transaction price;
- (4) allocating the transaction price to separate performance obligations; and
- (5) recognizing revenue when each performance obligation is satisfied.

Contracts with customers generally consist of a single performance obligation, including merchandise, packaging and delivery activities. Revenue is recognized when the customer obtains control over the goods and the required services have been performed. We recognize a contract liability for products for which control has not been transferred to the customer.

We generally offer DTC customers of our products the right to return or exchange merchandise purchased within 14–30 days of receipt, while certain of our contracts provide wholesale partners a right to return goods within a specified period. A refund liability is recognized as a reduction of sales and a right of return asset is recognized as a reduction of cost of goods sold, based on both historical experience and anticipated future returns.

In the wholesale sector, we offer certain major wholesale partners volume rebates, performance bonuses, and payment term discounts. We primarily utilize the expected value method to estimate the variable consideration for future rebates and performance bonuses.

We recognize a contract liability for the sale of gift cards in both owned retail and e-commerce. We anticipate to be entitled to a breakage amount, which is then recognized as revenue in proportion to the pattern of customer rights exercised based on historical data.

Inventory

Inventory is valued at the lower of cost or net realizable value, utilizing the weighted average cost method, which requires an estimate of the products future selling prices. When determining the net realizable value, we consider several factors, including seasonal fluctuations in selling prices, estimated expenses for completing the sale, inventory levels, aging, customer behavior, anticipated sales volume, and expected selling prices and costs. When circumstances that previously caused inventories to be written down below cost no longer exist, the amount of the write-down previously recorded is reversed.

Impairment of Non-Financial Assets

We assess the carrying amounts of our non-financial assets, such as our goodwill and intangible assets with indefinite useful lives, to determine whether there is any indication of impairment at each reporting date. If any such indication exists, then the asset's recoverable amount is estimated. Goodwill is tested at least annually for impairment.

Impairment testing is performed by comparing the recoverable amount of an asset or the cash generating unit ("CGU"), which is the smallest group of assets generating cash inflows largely independent of the cash inflows from other assets or groups of assets, to its carrying amount. The recoverable amount of an asset or a CGU is the higher of its fair value less costs of disposal and value in use. Value in use is calculated using the discounted cash flow method for each CGU. We assessed the carrying value of our non-financial assets for potential impairment during the fourth quarter of 2023.

Impairment is recognized when the carrying value of an asset exceeds its recoverable amount.

Recognized impairment losses are allocated first to reduce the carrying amount of any goodwill allocated to the CGU, and then to reduce the carrying amounts of the other assets in the CGU on a pro rata basis.

Key assumptions we use for impairment assessment include forecasted cash flows of the business, estimated discount rate, royalty rates and future growth rates. We use internal and external data to forecast the key assumptions. The cash flow projections are based on a 10-year financial forecast, of which the first five years are prepared by management and approved by our board of directors. To better reflect the medium-term growth expectations for the CGU in growing markets, financial forecasts after the first five-year period are extrapolated for a further five years using declining growth rates, which reduce the year-five growth rate to the long-term growth rate.

In 2023, no impairment losses on goodwill and intangible assets with indefinite useful lives were recorded in the continuing operations.

Share-based Payments

On November 27, 2019 and January 20, 2023, our board of directors established the 2019 ESOP and 2023 ESOP, respectively. The objectives of the 2019 ESOP and the 2023 ESOP are to align the interest of the shareholders and key employees in order to increase our value in the long-term, and to commit key employees to us. The 2019 ESOP and the 2023 ESOP provide for awards in the form of stock options to our key employees. The maximum number of options that may be granted under the 2019 ESOP and the 2023 ESOP is 3% and 1.2%, respectively, of all of our issued and outstanding shares.

Options granted to employees vest once certain service and performance conditions are met, as well as upon the occurrence of an exit event. An exit event refers to a public offering of the Company's shares or a sale of the controlling majority shares or business assets and is considered a non-market performance condition. When options have service and/or performance conditions, the amount of compensation expense recognized is based on the number of awards expected to vest, reflecting estimated expected forfeitures.

This estimation is adjusted to reflect those awards that do ultimately vest. The forfeiture rate is based on our best estimate of expected forfeitures, taking into consideration historical trends and expected future behavior regarding forfeitures.

For options that depend on non-market performance conditions (i.e., an exit event), we recognize the related expense if and when we conclude that it is probable that the exit event will be achieved. We granted share-based compensation to employees under our equity compensation plans during the years ended December 31, 2023 and 2022, but did not incur any expenses related to share-based payments in periods prior to the fourth quarter of fiscal year 2023, as options granted under our equity compensation plans only vest once certain service and performance conditions are met, as well as upon the occurrence of an exit event, such as an initial public offering, and we did not believe an exit event was probable during such time. We started recognizing expenses related to share-based payments during the fourth quarter of the year ended December 31, 2023, as our IPO became probable. We reassess the probability of achieving the non-market performance condition at each reporting date to ensure the accuracy of this assessment.

The grant date fair value of each stock option granted is estimated using the Monte Carlo simulation model including any market performance conditions and excluding the impact of any service and non-market performance vesting conditions. Equity-settled awards are measured on the grant date, while cash-settled awards are remeasured until settlement. See Note 10, "Share-Based Payments," to our audited consolidated financial statements included elsewhere in this annual report.

Expected volatility has been based on the historical volatility of the comparable companies' share price, particularly over the historical period commensurate with the expected life of the options. The expected life of the instrument generally refers to the vesting date plus one year, which is based on general option holder behavior.

Recent Accounting Pronouncements

New accounting guidance that we have recently adopted, as well as accounting guidance that has been recently issued but not yet adopted by us, is included in Note 2, "Significant Accounting Policies," to our audited consolidated financial statements included elsewhere in this annual report.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

The following table presents information about the executive officers and directors of the Company. Unless otherwise indicated, the current business address for our executive officers and directors is c/o Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands.

Name	Position	Age
Jie (James) Zheng	Chief Executive Officer and Director	55
Andrew E. Page	Chief Financial Officer	54
Michael Hauge Sørensen	Chief Operating Officer	50
Wen-Chang (Victor) Chen	Chief Strategy Officer	45
Stuart C. Haselden	Chief Executive Officer of Arc'teryx	54
Franco Fogliato	President and Chief Executive Officer of Salomon	54
Joseph Dudy	President and Chief Executive Officer of Wilson	53
Mingwei Bi	Director	51
Shizhong Ding	Director and Chair	53
Bruno Sälzer	Director	66
Catherine (Trina) Spear	Director	40
Frank K. Tang	Director	55
Tak Yan (Dennis) Tao	Director	47
Carrie Teffner	Director	57
Dennis J. (Chip) Wilson	Director	68
Ling Xiong	Director	55
Kin Wah Stephen Yiu	Director	63

Jie (James) Zheng has served as our Chief Executive Officer since 2020 and as a member of our board of directors since our IPO. Mr. Zheng has also served as a director of ANTA Sports since 2009. From 2001 to 2008, Mr. Zheng served in various roles at Adidas, a global athletic apparel company, including General Manager of Reebok (China) and Executive Vice President of Sales of Adidas Greater China. Mr. Zheng joined ANTA Sports in 2008, serving as Group President and Executive Director prior to becoming Chief Executive Officer. Mr. Zheng is also the Vice Chair for the World Federation of the Sporting Goods Industry (WFSGI) and was the Co-Chair of WFSGI from 2020 to 2022. Mr. Zheng has a bachelor's degree in management science from Fudan University in Shanghai. We believe Mr. Zheng's deep understanding of global retail, technical apparel and sports equipment companies and their market, as well as his leadership in conceptualizing and developing our brands and business, makes him well qualified to serve as a director.

Andrew E. Page has served as our Chief Financial Officer since 2023. From 2021 to 2023, Mr. Page was chief financial officer of Foot Locker, a retail footwear company. From 2019 to 2021, Mr. Page was chief accounting officer of Advance Auto Parts, an automobile parts retail company. From 2011 to 2019, Mr. Page served in multiple roles at Under Armour, an athletic apparel and footwear company, including corporate controller and chief accounting officer. Mr. Page has also served as a director and member of the audit committee of Kontoor Brands since 2022, as well as a member of its talent and compensation committee since 2023. Mr. Page has a bachelor's degree in business administration in accounting from Eastern Kentucky University and a master's degree in business administration in international business from Georgetown University.

Michael Hauge Sørensen has served as our Chief Operating Officer since 2020. Since 2019, Mr. Sørensen has served as an advisor to our board of directors. From 2013 to 2019, Mr. Sørensen served on a number of public company boards including Pandora Jewelry, Santa Fe Group and IC Group. From 1994 to 2013, Mr. Sørensen served in multiple roles at ECCO, a global footwear company, including Executive Vice President of Global Sales and Chief Operating Officer.

Wen-Chang (Victor) Chen has served as our Chief Strategy Officer since 2020. From 2009 to 2020, Mr. Chen was a Partner of the Boston Consulting Group. From 2002 to 2006, Mr. Chen served as a director of Golin, a marketing communication company. Mr. Chen has a bachelor's degree from National Cheng-Chi University and a master's degree in business administration from the University of Chicago.

Stuart C. Haselden has served as Chief Executive Officer of Arc'teryx since 2021, over which time he has also served as an advisor to our board of directors. In 2019, Mr. Haselden joined the board of directors of Away, a retail luggage and travel accessories company, and later served as its Chief Executive Officer from 2020 to 2021. From 2015 to 2020, Mr. Haselden served in several roles at Lululemon Athletica, a global athletic apparel company, including as Chief Operating Officer, Chief Financial Officer and Executive Vice-President, Head of International. From 2006 to 2015, Mr. Haselden held several roles at J. Crew, a global fashion apparel company, including as Chief Financial Officer, Senior Vice-President and Treasurer and Vice-President of Finance. Mr. Haselden has a bachelor's degree from Auburn University and a master's degree in business administration from Tulane University.

Franco Fogliato has served as President and Chief Executive Officer of Salomon since 2021. From 2013 to 2021, Mr. Fogliato served in multiple roles at Columbia Sportswear Company, including General Manager EMEA and Executive Vice-President Global Omni-Channel. From 2004 to 2013, Mr. Fogliato was Chief Executive Officer of Billabong. Mr. Fogliato has a bachelor's degree in business administration from Università Ca' Foscari Venezia, and a master's degree in business administration from Open University Business School.

Joseph Dudy has served as President and Chief Executive Officer of Wilson since 2019. Mr. Dudy joined Wilson in 1995, and has served in multiple roles at the brand, including Finance Director of Wilson Team Sports and Vice President Finance of Wilson Sporting Goods. Mr. Dudy has a bachelor's degree in accounting and finance from Purdue University, and a master's degree of business administration from Indiana University.

Mingwei Bi has served as a member of our board of directors since our IPO. Mr. Bi is an Executive Director and the Chief Financial Officer of ANTA Sports. Since joining ANTA Sports in 2007, Mr. Bi has held several roles, including as Chief Financial Officer since 2023 and previously served successively as a finance director and a Group Vice President. Mr. Bi has a bachelor's degree in accounting from the University of International Business and Economics in China and is a non-practicing member of the Chinese Institute of Certified Public Accountants. We believe Mr. Bi's experience in financial management and the global sporting apparel industry make him well qualified to serve as a director.

Shizhong Ding has served as chair of our board of directors since our IPO. Mr. Ding is the board chairman and an executive director of ANTA Sports and oversees ANTA Sports' internal audit and supervision functions as well as mergers and acquisitions initiatives. He is the co-founder of ANTA Sports and its related subsidiaries and initially joined as a director of one of its subsidiaries in 1994. He is currently a vice chairman of China Sporting Goods Federation, a board member of Samaranch Foundation, an advisor of the Chinese Basketball Association and a member of the Chinese Olympic Committee. We believe Mr. Ding's experience founding and overseeing a global sporting goods and apparel company, as well as his various leadership roles related to the sports industry, make him well qualified to serve as a director.

Dr. Bruno Sälzer has served as a member of our board of directors since our IPO. Dr. Sälzer is currently a member of the supervisory boards of the lifestyle brand Zino Davidoff, the shoe retailer Deichmann, the fashion group Lacoste and the department store Ludwig Beck. He was a board member of Amer Sports Corporation from 2008 to 2019. From 2014 to 2018 he was the Chairman and Chief Executive Officer of Bench Limited, a British streetwear company. Prior to that, he was the Chief Executive Officer and Vice-Chairman of the administrative board of the luxury women fashion brand Escada. From 1995 to 2008 he was a member of the Managing Board at Hugo Boss, a leading global premium fashion company. He was the Chairman and Chief Executive Officer at Hugo Boss from 2002 to 2008. Dr. Sälzer has a diploma in business administration and a doctorate in logistics from Mannheim University. We believe Dr. Sälzer's experience in leading and advising companies in the global fashion industry make him well qualified to serve as a director.

Catherine (Trina) Spear has served as a member of our board of directors since our IPO. Ms. Spear co-founded FIGS, Inc., and has served as its Chief Executive Officer since 2017 and as a member of its board of directors since 2013. Prior to co-founding FIGS, Ms. Spear was an associate at the Blackstone Group Inc. Ms. Spear began her career at Citigroup Global Markets Inc., where she spent four years in its investment banking and private equity divisions. From August 2020 to July 2021, Ms. Spear was also a director of one, a special purpose acquisition company. Ms. Spear has a bachelor's degree in economics from Tufts University and a master's degree of business administration from Harvard Business School. We believe Ms. Spear's experience in the consumer retail sector makes her well qualified to serve as a director.

Frank K. Tang has served as a member of our board of directors since 2024. Mr. Tang is the Chairman and Chief Executive Officer of FountainVest Partners, a leading Asia-based private equity firm. Prior to co-founding FountainVest in 2007, Mr. Tang was Senior Managing Director at Temasek Holdings, serving as both Head of China Investments and Global Head of Telecom, Media and Technology investments. During his time at Temasek Holdings, Mr. Tang sat on the firmwide Senior Management Committee and Senior Investment & Divestment Committee. Prior to that, Mr. Tang was a managing director at Goldman Sachs, where he worked for nearly eleven years, including as Head of Telecom, Media and Technology investment banking in Asia (excluding Japan). Mr. Tang also previously served on the boards of directors of Accenture plc from 2014 to 2023 and Weibo Corporation from 2014 to 2020. Mr. Tang has a bachelor's degree from Donghua University and a master's degree of business administration from Columbia Business School. Mr. Tang is a trustee of Donghua University and a member of the Board of Overseers of Columbia Business School. We believe Mr. Tang's experience in investing and growing businesses make him well qualified to serve as a director.

Tak Yan (Dennis) Tao has served as a member of our board of directors since our inception. Mr. Tao has served as a vice president and head of Merger/Acquisition and Corporate Finance of ANTA Sports since March 2016 and, since August 2010, Mr. Tao has also been serving as the principal of Anta Capital Limited, an investment management vehicle of ANTA Sports' controlling shareholders, where he is responsible for asset allocation and risk management for off-shore investments. From March 2004 to August 2010, Mr. Tao worked at Morgan Stanley Asia Limited, including as an executive director in the research division. Mr. Tao has also served as a director for Cutia Therapeutics since June 2023. Mr. Tao obtained a bachelor's degree of arts from University of California, Berkeley. We believe Mr. Tao's experience in investment, corporate governance and strategy, as well as corporate finance make him well qualified to serve as a director.

Carrie Teffner has served as a member of our board of directors since our IPO. Ms. Teffner has served on the boards of directors of BFA Industries since 2021, International Data Group Inc. since 2022, DXC Technologies since 2022 and RiteAid Corporation since 2023. From February to May 2023, Ms. Teffner was a director of Avaya Holdings Corporation, and from 2018 to 2021, she was a director of GameStop, Inc. From 2019 to 2021, Ms. Teffner was the Interim Executive Chair of the Board of Ascena Retail Group, Inc., a multi-branded women's apparel and footwear retailer. From 2015 to 2019, she held various positions at the footwear company Crocs, Inc., including Chief Financial Officer and Executive Vice President, Finance and Strategic Projects, and served on their board from June to December 2015. Prior to this, she served as Chief Financial Officer at each of PetSmart, Inc., Weber-Stephen Products, LLC, and The Timberland Company. Ms. Teffner has a bachelor's degree of science in business administration and a master's degree in business administration from University of Vermont. We believe Ms. Teffner's experience in branded consumer goods combined with her corporate finance experience make her well qualified to serve as a director.

Dennis J. (Chip) Wilson has served as a member of our board of directors since our IPO. Mr. Wilson is also a director of Low Tide Properties, Ltd., a Vancouver-based real estate investment and property management company, as well as the Wilson 5 Foundation, which is his family's private philanthropic foundation. Mr. Wilson served on the board of FSHD Unlimited Coöpertie UA, a cooperative society under the laws of the Netherlands from 2017 to 2022. In 1998, Mr. Wilson founded lululemon athletica inc., a yoga-inspired technical apparel company, and from 1998 to 2015, Mr. Wilson served on the board, and acted as chairman of the board from 1998 through 2003. Mr. Wilson also served on the board of Westbeach Snowboard Ltd. from 1979 to 1997. Mr. Wilson has a bachelor's degree in economics from the University of Calgary. We believe Mr. Wilson's experience in the direct-to-consumer global retail model and technical apparel industry make him well qualified to serve as a director.

Ling Xiong has served as a member of our board of directors since our IPO. Ms. Xiong joined ANTA Sports in July 2018 and is currently ANTA Sports' Chief Human Resources Officer. Prior to joining ANTA Sports, Ms. Xiong served as the Vice President, Human Resources of AstraZeneca China from 2014 to 2018. From 2001 to 2014, she served as the Vice President, Human Resources of DANONE China. Ms. Xiong has a bachelor's degree in scientific English from East China University of Science & Engineering and a master's degree in English literature from Shanghai Normal University. We believe Ms. Xiong's experience overseeing human resources at global companies makes her well qualified to serve as a director.

Kin Wah Stephen Yiu has served as a member of our board of directors since our IPO. Mr. Yiu has served as an independent non-executive director of ANTA Sports since 2018 and is the chairman of its audit committee. Mr. Yiu has also served as an independent non-executive director of China Mobile Ltd. since 2017 and is currently a member of its remuneration and nomination committees and chairman of its audit committee. Mr. Yiu is also a board member of the Airport Authority Hong Kong and serves as the chairman and a non-executive director of the Hong Kong Insurance Authority, a member of the Exchange Fund Advisory Committee, a member of the Independent Commission Against Corruption Complaints Committee, the treasurer and a council member of The Hong Kong University of Science and Technology, and a director of the Hong Kong Academy of Finance. From 2017 to 2023, Mr. Yiu was an independent non-executive director of the Hong Kong Exchanges and Clearing Limited. Mr. Yiu joined KPMG in Hong Kong in 1983 and held various roles, including Partner in Charge of Audit from 2007 to 2010 and chairman and Chief Executive Officer of KPMG China and Hong Kong, as well as sitting on the Executive Committee and the Board of KPMG International and KPMG Asia Pacific from 2011 to 2015. Mr. Yiu has a professional diploma in accountancy from The Hong Kong Polytechnic University and a master's degree of business administration from the University of Warwick. We believe Mr. Yiu's experience in oversight of large, international corporations, as well as his background in financial and audit matters, make him well qualified to serve as a director.

B. Compensation

Compensation of Directors and Executive Officers

Under Cayman Islands law, we are not required to disclose compensation paid to our senior management on an individual basis and we have not otherwise publicly disclosed this information elsewhere. Our executive officers and senior management receive fixed and variable compensation. They also receive benefits in line with market practice in the countries where they are located. The fixed component of their compensation is set on market terms and adjusted annually. The variable component consists of cash bonuses. Cash bonuses are paid to executive officers and members of our senior management based on previously agreed targets for the business.

For the year ended December 31, 2023, the aggregate compensation accrued or paid to the members of our board of directors and our executive officers for services in all capacities was \$7,495,787, which includes both benefits paid in kind and compensation, including the indirect compensation paid to our Chief Executive Officer by ANTA Sports for services to us. The compensation of our interim Chief Financial Officer is included in this number. For the year ended December 31, 2023, the aggregate number of options granted to members of our board of directors and our executive officers was 1,031,226, with a weighted average exercise price of EUR 29.31 and expiration dates of November 27, 2029 and December 31, 2029.

Non-Employee Director Compensation Program

In connection with our IPO, our board of directors has established an independent non-employee director compensation program.

Cash Compensation

Since the completion of our IPO, each of our non-employee directors who is an independent director is compensated as follows. Each such independent non-employee director is entitled to initially receive an annual cash retainer at a rate of \$100,000 for serving on our board of directors, and the lead director of our board of directors is entitled to initially receive an additional annual cash retainer at a rate of \$40,000. The chairperson of the audit committee of our board of directors is entitled to an annual cash retainer at a rate of \$25,000, and each other member of the audit committee is entitled to an annual cash retainer at a rate of \$10,000. The chairperson of the compensation committee of our board of directors is entitled to an annual cash retainer at rate of \$20,000. The chairperson of the nominating and corporate governance committee of our board of directors is entitled to an annual cash retainer at a rate of \$15,000. All annual cash retainers are payable on a quarterly basis.

Equity Compensation

Initial Grant. Upon the completion of our IPO, each of our independent non-employee directors received an equity grant in the form of restricted share units (RSUs) with respect to ordinary shares granted under the Omnibus Incentive Plan (as defined below) with a grant date fair market value of \$175,000, with the number of ordinary shares underlying the RSU grant determined by dividing the grant date fair market value (\$175,000) by the IPO price. These initial RSU grants will vest on the one-year anniversary of the completion of our IPO, subject to the non-employee director's continuous service with us on such date.

Annual Grants. On the date of each annual general shareholders' meeting following the completion of our IPO, each of our continuing independent non-employee directors will receive an RSU grant under the Omnibus Incentive Plan (as defined below) with a grant date fair market value of \$175,000. These RSUs will vest upon the earlier of the one-year anniversary of the grant date and the next annual general shareholders' meeting, subject to the non-employee director's continuous service with us on such date.

Share Ownership Guidelines

Share ownership guidelines apply to our independent non-employee directors since the completion of our IPO to further align their interests with those of our shareholders. The guidelines require that all independent non-employee directors hold a number of shares equal to three times their annual RSU grant, which requirement will need to be met within four years following appointment to our board of directors.

We will also reimburse non-employee directors for expenses properly incurred in connection with the performance of their duties as a director, including, but not limited to, reasonable travel expenses.

Equity Incentive Plans

Set forth below is a description of each of our equity plans that are in place.

Existing Plans

We currently have share options outstanding under the following plans: (i) the Amer Sports, Inc. 2019 Stock Option Plan Rules (as amended from time to time, the "2019 ESOP") and (ii) the Amer Sports, Inc. 2023 Stock Option Plan Rules (as amended from time to time, the "2023 ESOP").

2019 ESOP

On November 27, 2019, our board of directors established the 2019 ESOP. The 2019 ESOP authorized the grant of options in respect of an aggregate maximum of 3% of the Company's issued and outstanding shares on a fully diluted basis with shares subject to options that were forfeited without being exercised again becoming available pursuant to the 2019 ESOP. No additional options will be granted under the 2019 ESOP following completion of our IPO.

Under the 2019 ESOP, individuals selected by our board of directors are eligible to receive incentive compensation consisting of options to purchase Company shares issued by the Company upon the satisfaction of certain conditions, including certain time-vested options and performance-vested options.

Options granted under the 2019 ESOP will vest upon the later of satisfaction of vesting conditions set out in an award agreement and an exit event (which includes our IPO).

Following completion of our IPO, time-vested options and performance-vested options that had vested became exercisable, except that during the period from the date of the final prospectus in connection with our IPO continuing through the date 180 days after the date of the final prospectus, except with the prior written consent of the representatives, options cannot be exercised. Thereafter, options will generally become vested and exercisable subject to the optionholder's continued service and achievement of any applicable performance conditions, with unvested options forfeited upon a termination of such service. Options that become vested will remain exercisable until November 27, 2029, unless an optionholder ceases to be employed or engaged by the Company or the Amer Group, in which case the optionholder will have three months from the date of termination of employment or engagement to exercise the optionholder's vested options (or, in the case of an optionholder who terminates employment during the 180-day period after the date of the final prospectus, three months following the end of such 180-day period).

Our board of directors has discretion to make adjustments to the terms of options granted under the 2019 ESOP to address the requirements of applicable law, including applicable tax laws. Prior to the vesting of any of the option awards, in connection with our IPO, the exercise price of options granted under the 2019 ESOP was converted from euros to U.S. dollars.

Under the 2019 ESOP, options will be subject to any clawback or recoupment policies necessary to comply with Section 10D of the Exchange Act and any rules promulgated thereunder and any other regulatory regimes.

A total of options to purchase approximately 11,499,803 ordinary shares are outstanding pursuant to the 2019 ESOP.

2023 ESOP

On January 20, 2023, our board of directors established the 2023 ESOP. The 2023 ESOP authorizes the grant of options in respect of an aggregate maximum of 1.2% of the Company's issued and outstanding shares on a fully diluted basis, with shares subject to options that were forfeited without being exercised again becoming available pursuant to the 2023 ESOP. No additional options will be granted under the 2023 ESOP following completion of our IPO.

Under the 2023 ESOP, individuals selected by our board of directors are eligible to receive incentive compensation consisting of options to purchase Company shares issued by the Company, upon the satisfaction of certain conditions, including certain time-vested options and performance-vested options.

Options granted under the 2023 ESOP will vest upon the later of satisfaction of vesting conditions set out in an award agreement and an exit event (which includes our IPO).

Following completion of our IPO, time-vested options and performance-vested options that had vested became exercisable, except that during the period from the date of the final prospectus in connection with our IPO continuing through the date 180 days after the date of the final prospectus, except with the prior written consent of the representatives, options cannot be exercised. Thereafter, options will generally become vested and exercisable subject to the optionholder's continued service and achievement of any applicable performance conditions, with unvested options forfeited upon a termination of such service. Options that become vested will remain exercisable until December 31, 2029, unless an optionholder ceases to be employed or engaged by the Company or the Amer Group, in which case the optionholder will have three months from the date of termination of employment or engagement to exercise the optionholder's vested options (or, in the case of an optionholder who terminates employment during the 180-day period after the date of the final prospectus, three months following the end of such 180-day period).

Option awards under the 2023 ESOP are also subject to malus and clawback provisions if there has been a material financial misstatement of the Company's audited financial accounts, conduct by the optionholder that results in or is reasonably likely to result in significant reputational damage to the Company or any of its direct or indirect subsidiaries, gross negligence or misconduct of an optionholder or fraud effected by or with the knowledge of the optionholder. Furthermore, under the 2023 ESOP, options will be subject to any clawback or recoupment policies necessary to comply with Section 10D of the Exchange Act and any rules promulgated thereunder and any other regulatory regimes.

Our board of directors has discretion to make adjustments to the terms of options granted under the 2023 ESOP to address the requirements of applicable law, including applicable tax laws. Prior to the vesting of any of the option awards, in connection with our IPO, the exercise price of options granted under the 2023 ESOP was converted from euros to U.S. dollars.

A total of options to purchase approximately 3,411,620 ordinary shares are outstanding pursuant to the 2023 ESOP.

Amer Sports, Inc. 2024 Omnibus Incentive Plan

The Amer Sports, Inc. 2024 Omnibus Incentive Plan (the "Omnibus Incentive Plan") became effective on January 31, 2024. The following summary describes the material terms of the Omnibus Incentive Plan.

Types of Awards. Awards under the Omnibus Incentive Plan include share options (including options intended qualify as incentive share options under Section 422 of the Code, which we refer to as ISOs, and nonqualified share options, which we refer to as NSOs), share appreciation rights ("SARs"), restricted shares, restricted share units ("RSUs"), performance awards, other cash-based awards and other share-based awards (collectively, the "Awards").

Plan Administration. The Omnibus Incentive Plan is administered by the compensation committee of our board of directors, unless another committee is designated by our board (the "Committee").

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Eligibility. Employees, non-employee directors or consultants of the Company or any of its subsidiaries are eligible to be selected to participate in the Omnibus Incentive Plan.

Authorized Shares. Subject to adjustment as described below, the total number of ordinary shares of the Company (“Shares”) authorized for issuance under the Omnibus Incentive Plan is 39,159,968. The maximum number of Shares that may be issued upon the exercise of incentive share options under the Omnibus Incentive Plan is 39,159,968.

Share Options. The Committee is permitted to grant both ISOs and NSOs under the Omnibus Incentive Plan. The exercise price of a share option may not be less than the par value of a Share and may not be less than 100% of the fair market value of a Share on the grant date (other than in the case of substitute Awards). Each share option will expire no later than the tenth anniversary of the date the share option is granted.

Share Appreciation Rights. The Committee is permitted to grant SARs under the Omnibus Incentive Plan. The exercise or hurdle price of a SAR may not be less than 100% of the fair market value of a Share on the grant date (other than in the case of substitute Awards). Each SAR will expire no later than the tenth anniversary of the date the SAR is granted.

Restricted Shares and Restricted Share Units. The Committee is permitted to grant restricted shares and RSUs under the Omnibus Incentive Plan. A restricted share Award is an award of Shares that is subject to restrictions on transfer and a substantial risk of forfeiture. An RSU is an Award that is granted with respect to one Share or has a value equal to the fair market value of one such Share. RSUs may be paid in cash, Shares, other Awards, other property or any combination thereof, as determined in the sole discretion of the Committee.

Performance Awards. The Omnibus Incentive Plan permits the grant of performance-based share and cash Awards. The Committee may structure Awards so that Shares, cash, or other property will be issued or paid only following the achievement of certain pre-established performance goals during a designated performance period determined by the Committee.

Other Cash-Based and Other Share-Based Awards. The Committee is permitted to grant other equity or equity-based Awards and cash-based Awards on such terms and conditions as the Committee will determine. For Awards in the nature of a purchase right, the purchase price therefore shall not be less than the fair market value of such Shares on the date of grant of such right.

Changes in Capitalization. In the event the Committee determines that, as a result of a change affecting the Company or its securities, an adjustment is necessary in order to prevent undue enrichment or harm, the Committee will equitably adjust any or all of (i) the number and type of shares that thereafter may be made the subject of Awards under the Omnibus Incentive Plan (including the share limit and the ISO limit) and (ii) the terms of any outstanding Award, including the exercise price and the number or type of shares or other securities of the Company or other property subject to outstanding Awards.

Effect of Termination of Service or a Change in Control. The Committee may provide, by rule or regulation or in any applicable Award agreement, or may determine in any individual case, an Award may be exercised, settled, vested, paid, repurchased or forfeited in the event of a participant’s termination of service prior to the vesting, exercise or settlement of such Award.

In the event of a change in control of the Company, the Committee may take any one or more of the following actions with respect to any outstanding Award: (i) continuation or assumption, (ii) substitution or replacement, (iii) acceleration of the vesting and the lapse of any restrictions either immediately prior to the change in control or upon termination of service under certain circumstances following the change in control and, in the case of a performance Award, the determination of the level of attainment of the applicable performance condition(s), and (iv) cancellation of such Award in consideration of a payment or, in certain circumstances, for no consideration.

Awards granted under the Omnibus Incentive Plan may be subject to acceleration of vesting and exercisability upon or after a change in control as may be provided in the applicable Award agreement or in any other written agreement between the Company or any of its subsidiaries and the participant.

Clawback. Under the Omnibus Incentive Plan, Awards (including any amounts or benefits arising from such Awards) are subject to any clawback or recoupment arrangements or policies the Company has in place from time to time, and the Committee may, to the extent permitted by the second amended and restated memorandum and articles of association of the Company, applicable law and stock exchange rules or by any applicable Company policy or arrangement, and will, to the extent required, cancel or require reimbursement of any Awards or any Shares issued or cash received upon vesting, exercise or settlement of any such Awards or sale of Shares underlying such Awards, including any policies necessary to comply with Section 10D of the Exchange Act and any rules promulgated thereunder and any other regulatory regimes.

Amendment. Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award agreement or in the Plan, our board of directors may amend, alter, suspend, discontinue or terminate the Omnibus Incentive Plan or any portion thereof at any time; provided that no such amendment, alternation, suspension, discontinuation or termination shall be made without (i) shareholder approval if such approval is required by the second amended and restated memorandum and articles of association of the Company, applicable law or the rules of the stock market or exchange on which the Shares are principally quoted or trade, or (ii) subject to limitations, the consent of the affected participant of the Omnibus Incentive Plan if such action would materially adversely affect the rights of such participant under any outstanding Award.

Term. The Omnibus Incentive Plan became effective on the date on which the registration statement covering our IPO was declared effective by the Securities and Exchange Commission. No Award may be granted under the Omnibus Incentive Plan after the tenth anniversary of the effective date. Previously granted Awards are permitted to extend beyond the termination date of the Omnibus Incentive Plan.

Amer Sports Corporation Annual Incentive Plan

Our executive officers are eligible for discretionary annual incentives under the Amer Sports Corporation Annual Incentive Plan Terms and Conditions (the “Annual Incentive Plan”). The awards under the Annual Incentive Plan are earned over one calendar year period (the “Incentive Period”). Based on criteria such as performance standards, targets and maximum incentive payment as determined by the board of directors (and which the board of directors may also adjust in the event of material events during the incentive period), the awards are calculated as a percentage of the participant’s annual base salary. The award is paid in cash to participants, including our executive officers, who are actively employed on December 31 of the applicable Incentive Period. Generally, participants in the Annual Incentive Plan must be employed on the date of payment in order to receive the award, except for participants whose employment or service with us terminated due to mandatory military service, agreed parental, childcare or medical leave, retirement at the applicable statutory age or transfer of the participant’s employment agreement to another company within the Amer Sports group.

C. Board Practices

Board of Directors

Our board of directors is composed of eleven members after our IPO. Our board of directors has determined that six of our eleven directors qualify as “independent” under the listing standards of the NYSE: Bruno Sälzer, Trina Spear, Frank K. Tang, Carrie Teffner, Chip Wilson, and Stephen Yiu.

Our board of directors is divided into three classes as described below. Pursuant to our second amended and restated memorandum and articles of association, our directors are appointed at the annual general meeting of shareholders for a period of three years, with each director serving until the third annual general meeting of shareholders following their election (except that the initial Class I and Class II directors will serve until the first annual general meeting and second annual general meeting of shareholders, respectively). Upon the expiration of the term of a class of directors, directors in that class will be elected for three-year terms at the annual general meeting of shareholders in the year of class expiration.

Shizhong Ding, Dennis Tao, Carrie Teffner and Trina Spear initially serve as Class I directors for a term expiring in 2025. James Zheng, Stephen Yiu, Chip Wilson and Bruno Sälzer initially serve as Class II directors for a term expiring in 2026. Mingwei Bi, Ling Xiong and Frank K. Tang initially serve as Class III directors for a term expiring in 2027. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of our directors.

Under our second amended and restated memorandum and articles of association, a director's office shall be vacated if the director (i) becomes bankrupt or has a receiving order made against him or her or suspends payment or compounds with his or her creditors; (ii) becomes of unsound mind or dies; (iii) resigns his or her office by notice in writing to us; (iv) without special leave of absence from our board of directors, is absent from three consecutive meetings of the board of directors and the board of directors resolves that his or her office be vacated; (v) is prohibited by law from being a director; or (vi) is removed from office pursuant to the laws of the Cayman Islands or any other provisions of the second amended and restated memorandum and articles of association.

There are no family relationships among any of our directors or executive officers.

Board Leadership Structure

Our corporate governance guidelines provide that our board of directors may determine from time to time the most effective leadership structure for the Company. Our corporate governance guidelines also provide that if the chair of the board of directors is not independent, our board of directors shall annually appoint a lead independent director. Our board of directors has appointed Mr. Sälzer to serve as our lead independent director.

The lead independent director's responsibilities include, but are not limited to: (i) fostering processes that allow the board of directors to function independently of management and encouraging open and effective communication between the board of directors and management of the Company; (ii) presiding over all meetings of the board of directors at which the chair of the board of directors is not present, including any executive sessions of the independent directors; (iii) calling meetings or separate sessions of the independent directors, as needed or when appropriate; (iv) providing input to the chair on behalf of the independent directors with respect to the board meeting agendas; (v) in the case of a conflict of interest involving a director, if appropriate, asking the conflicted director to leave the room during discussion concerning such matter and, if appropriate, asking such director recuse himself or herself from voting on the relevant matter; (vi) communicating with the chair and the Chief Executive Officer, as appropriate, regarding meetings of the independent directors and resources and information necessary for the board of directors to effectively carry out its duties and responsibilities; (vii) acting as a liaison between the independent directors and the chair of the board; and (viii) performing other functions as may reasonably be requested by the board of directors or the chair.

Committees of the Board of Directors

Audit Committee

The audit committee, which consists of Trina Spear, Carrie Teffner and Stephen Yiu, assists the board in overseeing our accounting and financial reporting processes and the audits of our financial statements. In addition, the audit committee is directly responsible for the appointment, compensation, retention and oversight of the work of our independent registered public accounting firm. The board of directors has determined that each of Trina Spear, Carrie Teffner and Stephen Yiu qualifies as an "audit committee financial expert," as such term is defined in the rules of the SEC. Carrie Teffner serves as the chair of our audit committee.

Compensation Committee

The compensation committee, which consists of Bruno Sälzer, Frank K. Tang and Dennis Tao, assists the board with respect to the compensation of our executive officers. The compensation committee is also responsible for reviewing, evaluating, and recommending adoption of our share incentive plans, executive level contract provisions, executive level succession plans, executive performance appraisal criteria and benchmarking compensation recommendations against generally accepted market total compensation levels. Frank K. Tang serves as the chair of our compensation committee.

Nominating and Corporate Governance Committee

The nominating and corporate governance committee, which consists of Bruno Sälzer, Shizhong Ding and Ling Xiong assists the board in identifying prospective director nominees and recommending nominees to the board, setting compensation for directors, overseeing the evaluation of the board and management including recommendations as to independence and committee composition, reviewing developments in corporate governance practices and developing and recommending corporate governance guidelines, and overseeing sustainability initiatives. Shizhong Ding serves as the chair of the nominating and governance committee.

Code of Business Conduct and Ethics

We have adopted a Code of Business Conduct and Ethics (the “Code of Conduct”) that is applicable to all of our employees, executive officers and directors. The Code of Conduct is available on our website www.amersports.com. The information contained on, or that can be accessed through, our website is not part of, and is not incorporated into, this annual report.

Our audit committee is responsible for overseeing the Code of Conduct and is required to approve any waivers of the Code of Conduct. Any substantive amendments to the Code of Conduct, or any waivers of its requirements, will be disclosed in our annual report on Form 20-F.

Corporate Governance Practices

As a “foreign private issuer,” as defined by the SEC, we are permitted to follow home country corporate governance practices, instead of certain corporate governance standards required by the NYSE for U.S. companies. Accordingly, we may choose to follow the corporate governance rules of the Cayman Islands in lieu of certain of the corporate governance requirements of the NYSE. We currently intend to follow Cayman Islands corporate governance practices in lieu of the corporate governance requirements of the NYSE in respect of the following:

- the requirement of the NYSE listing rules that the compensation committee and the nominating and governance committee of the board of directors be composed entirely of independent directors;
- the requirement of the NYSE listing rules that a listed issuer obtain shareholder approval when it establishes or materially amends a stock option or purchase plan or other arrangement pursuant to which stock may be acquired by officers, directors, employees or consultants;
- the requirement of the NYSE listing rules that a listed issuer obtain shareholder approval prior to issuing or selling securities (or securities convertible into or exercisable for common stock) that equal 20% or more of the issuer’s outstanding common stock or voting power prior to such issuance or sale; and
- the requirement of the NYSE listing rules that the independent directors have regularly scheduled meetings with only the independent directors present.

While a majority of the directors on our board of directors are independent directors, as long as we rely on the foreign private issuer exemption to certain of the NYSE corporate governance standards, a majority of the directors on our board of directors may not be required to be independent directors.

Cayman Islands law does not impose any specific requirements that the majority of the board of directors be composed of independent directors, on the establishment of a compensation committee or nominating and governance committee, nor a requirement that the independent directors of the board meet regularly without other members present. Cayman Island law does not require shareholder approval over certain share issuances, including establishments of incentive plans or issuances of more than 20% of the outstanding share capital.

The foreign private issuer exemption does not modify the independence requirements for the audit committee, and we intend to comply with the requirements of the Sarbanes-Oxley Act and the NYSE rules, which require that our audit committee be composed of at least three directors, all of whom are independent. Under the NYSE rules, however, we are permitted to phase in our independent audit committee by having one independent member at the time of listing, a majority of independent members within 90 days of listing and a fully independent committee within one year of listing.

If at any time we cease to be a “foreign private issuer” under the rules of the NYSE and the Exchange Act, as applicable, our board of directors will take all action necessary to comply with the NYSE corporate governance rules.

Due to our status as a foreign private issuer and our intent to follow certain home country corporate governance practices, our shareholders will not have the same protections afforded to shareholders of companies that are subject to all the NYSE corporate governance standards. See “Item 10. Additional Information—A. Share Capital.”

Duties of Board Members and Conflicts of Interest

Under Cayman Islands law, our directors owe fiduciary duties to our Company, including (i) a duty to act in good faith in what the director believes to be in the best interests of the company; (ii) a duty to exercise their powers for the purposes for which those powers were conferred and not for a collateral purpose; (iii) a duty not to make a personal profit based on his or her position as director (unless the company permits him or her to do so) and (iv) a duty not to put themselves in a position in which there is a conflict between their duty to the company and their personal interests. Our directors also owe to our Company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his or her duties a greater degree of skill than may reasonably be expected from a person of his or her knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands. In fulfilling their duty of care to us, our directors must ensure compliance with our second amended and restated memorandum and articles of association, as amended from time to time. The Companies Act also imposes a number of statutory duties on a director. We have the right to seek damages if a duty owed by any of our directors is breached.

D. Employees

As of December 31, 2023, we employ more than 11,400 people across approximately 375 locations and in 41 countries across our three segments. Of our employees, approximately 4,600 full-time employees were based in EMEA, approximately 3,800 full-time employees were based in the Americas, approximately 900 full-time employees were based in Greater China and approximately 600 full-time employees were based either in the rest of Asia Pacific or in other locations. The brands are supported by corporate functions, with approximately 200 employees dedicated at the headquarter level. In peak seasons, our supply chain operations employ approximately 4,400 employees, including approximately 900 contract workers.

We are subject to, and comply with, local labor law requirements in EMEA, the Americas, Greater China, and the rest of Asia Pacific. Approximately 3,000 of our employees are represented by labor unions or covered by collective bargaining agreements. We consider our employee relations to be good and we have not experienced any work stoppages.

E. Share Ownership

The information set forth under “Item 6. Directors, Senior Management and Employees—B. Compensation” and “Item 7. Major Shareholders and Related Party Transactions” is incorporated by reference.

F. Disclosure of a Registrant’s Action to Recover Erroneously Awarded Compensation

Not applicable.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table presents information relating to the beneficial ownership of our ordinary shares as of February 29, 2024 by:

- each person, or group of affiliated persons, known by us to own beneficially 5% or more of our outstanding ordinary shares;
- each of our executive officers and directors and persons nominated to serve in such positions; and
- all executive officers and directors and persons nominated to serve in such positions as a group.

The number of ordinary shares beneficially owned by each entity, person, executive officer or director is determined in accordance with the rules of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, beneficial ownership includes any ordinary shares over which the individual has sole or shared voting power or investment power as well as any such ordinary shares that the individual has the right to acquire within 60 days of February 29, 2024 through the exercise of any option or other right. Ordinary shares that a person has the right to acquire within 60 days of February 29, 2024 are deemed outstanding for purposes of computing the percentage ownership of the person holding such rights, but are not deemed outstanding for purposes of computing the percentage ownership of any other person, except with respect to the percentage ownership of all executive officers and directors as a group. Except as otherwise indicated, and subject to applicable community property laws, we believe that the persons named in the table have sole voting and investment power with respect to all ordinary shares held by that person based on information provided to us by such person. None of our major shareholders have voting rights that are different from those of any other shareholder. Unless otherwise indicated below, the business address for each beneficial owner is Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands.

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As of February 29, 2024, we estimate that we had three holders of record of our ordinary shares in the United States, representing approximately 22.3% of our outstanding ordinary shares. Since some of the shares are held by nominees, the number of shareholders may not be representative of the number of beneficial owners.

Shareholder	Shares Beneficially Owned	
	Ordinary Shares	%
5% or Greater Shareholders:		
ANTA Sports Products Limited(1)	232,328,780	46.0
FountainVest Partners(2)	69,099,348	13.7
Anamered Investments Inc.(3)	104,017,032	20.6
Tencent Holdings Limited(4)	31,588,292	6.5
Executive Officers and Directors:		
Jie (James) Zheng	*	*
Andrew E. Page	*	*
Michael Hauge Sørensen	*	*
Wen-Chang (Victor) Chen	*	*
Stuart C. Haselden	*	*
Franco Fogliato	*	*
Joseph Dudy	*	*
Mingwei Bi	—	—
Shizhong Ding	*	*
Bruno Sälzer	—	—
Catherine (Trina) Spear	—	—
Frank K. Tang	—	—
Tak Yan (Dennis) Tao	—	—
Carrie Teffner	—	—
Dennis J. (Chip) Wilson(3)	104,017,032	20.6
Ling Xiong	—	—
Kin Wah Stephen Yiu	—	—
All directors and executive officers as a group (17 persons)	114,163,502	22.4

* Represents beneficial ownership of less than 1%.

- (1) The information in the table above is based solely on information contained in this shareholder's Schedule 13D under the Exchange Act filed by such shareholder with the SEC on February 15, 2024. ANTA Sports Products Limited is the record holder of 232,328,780 ordinary shares, which consist of (i) 218,915,443 ordinary shares held by ANLLIAN Sports Products Limited and (ii) 13,413,337 ordinary shares held by ANLLIAN HOLDCO (BVI) LIMITED, each a limited liability company incorporated in the British Virgin Islands. ANLLIAN Sports Products Limited is wholly owned by ANTA Sports Products Limited, a limited liability company incorporated in the Cayman Islands, while ANLLIAN HOLDCO (BVI) LIMITED is controlled by ANLLIAN Holdings Limited, a limited liability company incorporated in the British Virgin Islands, which in turn is wholly-owned by ANTA Sports Products Limited. ANTA Sports Products Limited is a company listed on the Hong Kong Stock Exchange. The registered address of ANTA Sports Products Limited is Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands.

- (2) The information in the table above is based solely on information contained in this shareholder's Schedule 13D under the Exchange Act filed by such shareholder with the SEC on February 15, 2024. FountainVest Partners is the record holder of 69,099,348 ordinary shares, which consist of (i) 61,407,041 ordinary shares held by Baseball Investment Limited and (ii) 7,692,307 ordinary shares held by Baseball Investment II Limited. Baseball Investment Limited is a company incorporated in the Cayman Islands. Baseball Investment II Limited is a company incorporated in the British Virgin Islands. Baseball Investment Limited is wholly-owned by FV Mascot TopCo Partners, L.P., which is controlled and managed by FV Mascot Partners GP Ltd. FV Mascot Partners GP Ltd. is controlled by its sole shareholder, FountainVest China Capital Partners GP3 Ltd. Baseball Investment II Limited is wholly-owned by Baseball Topco Investment Ltd., which in turn is wholly-owned by FountainVest China Capital Partners Fund III, L.P., FountainVest China Capital Parallel Fund III, L.P. and FountainVest China Capital Parallel-A Fund III, L.P. (collectively, the "FountainVest Funds"). Each of the FountainVest Funds is controlled and managed by its general partner FountainVest China Capital Partners GP3 Ltd. The registered address of FountainVest China Capital Partners GP3 Ltd. is the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman KY1-1111, Cayman Islands.
- (3) The information in the table above is based solely on information contained in this shareholder's Schedule 13D under the Exchange Act filed by such shareholder with the SEC on February 15, 2024. Anamerad Investments Inc. is the record holder of 104,017,032 ordinary shares, which consist of (i) 79,093,956 ordinary shares held by JVCo and (ii) 24,923,076 ordinary shares held by IVIVA Holdings Ltd. JVCo is wholly owned by Anamerad Investments Inc., a company that exists under the laws of the British Virgin Islands with its principal place of business in British Columbia, Canada. IVIVA Holdings Ltd. is wholly-owned by LIPO Investments (USA) Inc., a British Columbia corporation. Anamerad Investments Inc. is wholly owned, and LIPO Investments (USA) Inc. is directly and indirectly owned, by Five Boys Investments ULC, which is in turn wholly owned by Wilson Freeze Trust 2019. The trustee for Wilson Freeze Trust 2019 is Low Tide Properties Trustee Ltd, which is wholly owned by Dennis J. Wilson and he exercises sole voting and investment power with respect to all ordinary shares beneficially owned by that entity. The registered address of Anamerad Investments Inc. is 600-21 Water Street, Vancouver, BC V6B 1A1.
- (4) The information in the table above is based solely on information contained in this shareholder's Schedule 13D under the Exchange Act filed by such shareholder with the SEC on February 9, 2024. Tencent Holdings Limited is the record holder of 31,588,292 ordinary shares, which consist of (i) 21,588,293 ordinary shares held by Mount Jiuhua Investment Limited, (ii) 3,846,153 ordinary shares held by Bright Adventure Holding Limited and (iii) 6,153,846 ordinary shares held by Huang River Investment Limited. Mount Jiuhua Investment Limited and Huang River Investment Limited are limited liability companies incorporated in the British Virgin Islands. Bright Adventure Holding Limited is a limited liability company incorporated in the Cayman Islands. Mount Jiuhua Investment Limited and Huang River Investment Limited are wholly-owned by Tencent Holdings Limited, and Bright Adventure Holding Limited is controlled by Tencent Holdings Limited. Tencent Holdings Limited is a company listed on the Hong Kong Stock Exchange. The principal place of business of Tencent Holdings Limited is 29/F, Three Pacific Place No. 1, Queen's Road East, Wanchai, Hong Kong.

B. Related Party Transactions

The following is a description of certain related party transactions we have entered into since January 1, 2023 with any of our executive officers, directors or their affiliates and holders of more than 5% of any class of our voting securities in the aggregate, which we refer to as related parties, other than compensation arrangements which are described under "Item 6. Directors, Senior Management and Employees—B. Compensation—Compensation of Directors and Executive Officers" and "—Equity Incentive Plans."

Transactions with ANTA Sports

We have certain arrangements with ANTA Sports for the procurement and sourcing of products, sharing of certain middle to back-office services, retail platform related transactions and licensing.

For the year ended December 31, 2023, the Company entered into: (i) purchase transactions with ANTA Sports for (a) procurement and sourcing of products (including apparel, footwear, accessories and sample materials) of an aggregate of \$15.6 million and (b) back-office shared services in China, including information technology services, intellectual property protection and enforcement support, logistics, and administrative services, and office and store leasing arrangement of an aggregate of \$2.9 million

and (ii) sales transaction with ANTA Sports for procurement and sourcing of products (including apparel, footwear, accessories and sample materials) of an aggregate of \$0.3 million.

On February 5, 2024, we and ANTA Sports a master business services agreement (the “BSA”), as further described below, that provides a framework for our ongoing relationship with ANTA Sports.

Master Distributor Agreements

On November 28, 2023, our wholly-owned subsidiary Amer Sports Malaysia SDN BHD (“Amer Sports Malaysia”) entered into a master distributor agreement related to Wilson products (the “Wilson Distributor Agreement”) and a master distributor agreement related to Salomon products (the “Salomon Distributor Agreement” and collectively, the “Master Distributor Agreements”) with Avid Sports Singapore Pte. Ltd. (“Avid Sports”), a wholly-owned subsidiary of ANTA Sports, pursuant to which Avid Sports (1) will act as the exclusive distributor of certain of our Wilson and Salomon branded products in Malaysia, Philippines, Singapore, Indonesia, Thailand, Vietnam, India, Sri Lanka, Cambodia, Brunei, Nepal, Bangladesh, Laos, Myanmar and Maldives and (2) agrees not promote, sell or offer for sale any goods that compete with such products without Amer Sports Malaysia’s written consent, subject to certain limited exceptions. Pursuant to the Master Distributor Agreements, distribution orders are placed on a purchase order basis, subject to certain minimum volume commitments, at a price equal to the sales price of such products to independent third-party distributors less any distributor’s discount in the applicable region under a cap. Avid Sports may also be entitled to certain rebates from the Company from time to time in accordance with the terms of the Master Distributor Agreements. The Master Distributor Agreements became effective on January 1, 2024 and expire on December 31, 2026, subject to automatic renewal for two-year terms unless earlier terminated by either party.

Master Business Services Agreement

We entered into a BSA with ANTA Sports to govern the provision of certain administrative services as well as certain procurement, licensing and distributorship arrangements, each in a manner and scope generally consistent with the arrangements between the parties prior to our IPO.

Pursuant to the BSA:

- ANTA Sports provides certain information technology support services, including, but not limited to, e-commerce platform operational management services and SAP implementation services, to be provided on a cost basis equal to cost plus an agreed-upon margin;
- we and ANTA Sports each provide certain products (including apparel, footwear, accessories, sample materials and hard goods) to the other, acting as a contracted manufacturer or supplier of such products, at prices consistent with the prices or mechanisms to determine prices for products of the same specifications offered by ANTA Sports or us, as applicable, to independent third-party manufacturers or suppliers, as applicable, in the same or comparable market;
- we provide a license for the use of our brands to ANTA Sports to develop, distribute and market certain crossover products, and such licensing fees will be an agreed-upon percentage of the wholesale price of such crossover products;
- we and ANTA Sports each provide certain back-office support services (including intellectual property protection and enforcement support, logistics and administrative services) to the other on a cost basis equal to cost plus an agreed-upon margin;
- ANTA Sports provides certain distributor services to sell and distribute our products in Africa, Asia and the Middle East at a price equal to the sales price of such products to independent third-party distributors minus any distributor’s discount in the applicable region, subject to a cap;

- ANTA Sports is also entitled to certain rebates for each year of any arrangement entered into in accordance with the BSA, where such rebate is determined by the following formula: $(Y - X) \times Z$, where X is equal to an agreed-upon percentage of the recommended retail prices of the products during the fiscal year ended December 31, 2023; Y is equal to the total purchases of the relevant product by ANTA Sports as distributor for the relevant year; and Z is equal to an agreed-upon percentage that is to be determined by us and ANTA Sports based on an arms' length negotiation. The BSA and the arrangements entered into thereunder will terminate upon the earlier of the first date that (i) ANTA Sports is no longer a related party of the Company and (ii) such transactions are no longer considered related party transactions under our related party transactions policy and under the laws of the Cayman Islands, unless earlier terminated by both parties in writing.

Transaction with Low Tide Properties Ltd.

On March 1, 2023, Peak Performance Canada Inc., our wholly-owned subsidiary, entered into an agreement to rent 1,889 square feet of retail store space in Vancouver, British Columbia at a rate of approximately \$20,000 per month from Low Tide Properties Ltd. Chip Wilson, a director appointed to our board of directors in connection with our IPO, controls Low Tide Properties Ltd. The initial term of the lease commenced on October 1, 2023 and expires on January 31, 2029, with a right to extend for an additional five years.

Loans with Related Parties

See “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Indebtedness—Loans with Related Parties.”

Share Issuances to Related Parties

In connection with our IPO, at our request, the underwriters reserved up to 5% of the ordinary shares at the IPO price of \$13.00 through a directed share program to certain individuals, including our directors and executive officers. Pursuant to such directed share program, Jie (James) Zheng purchased 210,000 ordinary shares, Michael Hauge Sørensen purchased 88,889 ordinary shares and Wen-Chang (Victor) Chen purchased 36,150 ordinary shares.

In addition, certain of our existing shareholders and the chair of our board of directors purchased ordinary shares from the underwriters at the IPO price of \$13.00 per share and on the same terms as other investors in our IPO. ANLLIAN Sports Products Limited, an entity affiliated with ANTA Sports Products Limited, purchased 16,923,076 ordinary shares, IVIVA Holdings Ltd., an entity affiliated with Anamer Investments Inc., purchased 24,923,076 ordinary shares, Baseball Investment II Limited, an entity affiliated with FountainVest Partners, purchased 7,692,307 ordinary shares, Bright Adventure Holding Limited and Huang River Investment Limited, each an entity affiliated with Tencent Holdings Limited, purchased an aggregate of 9,999,999 ordinary shares. Zhi Sheng Overseas Holdings Limited, an entity affiliated with Shizhong Ding, purchased 3,800,000 ordinary shares.

On February 28, 2022, we entered into a share subscription agreement with JVCo, pursuant to which (i) JVCo subscribed for 115,220,744 of our class A voting shares in exchange for 100% of the shares it held in our wholly-owned subsidiary Amer Sports HK and (ii) we assumed the obligations under JVCo Loan 1 and JVCo Loan 2 (as discussed under “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Indebtedness—Loans with Related Parties.”).

Business Cooperation Agreement

On February 5, 2024, we entered into a Business Cooperation Agreement with ANTA Sports (the “BCA”) that governs the relationship between us and ANTA Sports.

Pursuant to the BCA, we have agreed that, for so long as ANTA Sports is required to consolidate our results of operations and financial position or account for its investment in our company under the equity method of accounting, we will, among other things, maintain fiscal periods that commence and end on the same calendar days as ANTA Sports' fiscal periods, deliver monthly management accounts and related financial information and quarterly consolidated financial statements to ANTA Sports, cooperate with ANTA Sports in the preparation of audited financial statements and interim financial statements, provide ANTA Sports with substantially final drafts of all reports, notices and proxy and information statements to be made available to our security holders as well as all regular, periodic and other reports to be filed or furnished under the Exchange Act and all registration statements and prospectuses to be filed under the Securities Act, provide ANTA Sports with all budgets and financial projections, not select an accounting firm other than a "Big 4" accounting firm or its affiliate unless directed by ANTA Sports in accordance with a change in ANTA Sports' accounting firm, and use our reasonable best efforts to enable our independent auditors to complete their audit of our financial statements in a timely manner so as to permit timely filing of ANTA Sports' financial statements. We will also provide such other information as ANTA Sports may reasonably request from time to time. ANTA Sports will agree to maintain the confidentiality of all such information.

Further pursuant to the BCA, for so long as ANTA Sports and its affiliates together continue to beneficially hold (i) at least 30% of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of five candidates to serve as a director (each, an "ANTA Director"); (ii) at least 25% (but less than 30%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of four ANTA Directors; (iii) at least 20% (but less than 25%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of three ANTA Directors; (iv) at least 15% (but less than 20%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of two ANTA Directors; and (v) at least 10% (but less than 15%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of one ANTA Director. At the time ANTA Sports and its affiliates together beneficially hold less than 10% of our then-issued and outstanding ordinary shares, it shall no longer have the right to nominate for election any ANTA Director.

Board Nomination Agreement

On February 5, 2024, we entered into a Board Nomination Agreement with Anamerad (the "Nomination Agreement").

Pursuant to the Nomination Agreement, we have agreed that, for so long as Anamerad and its affiliates together continue to beneficially hold at least 10% of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of one candidate to serve as a director (the "Anamerad Director"). At the time Anamerad and its affiliates together beneficially hold less than 10% of our then-issued and outstanding ordinary shares, it shall no longer have the right to nominate for election any Anamerad Director.

Registration Rights Agreement

On February 5, 2024, we entered into a registration rights agreement with certain of our principal shareholders. The registration rights agreement grants customary demand and piggyback registration rights in respect of our ordinary shares and also provides for indemnification and contribution.

Indemnification Agreements

We have entered into indemnification agreements with each of our executive officers and directors that provide, in general, that we will indemnify them to the fullest extent permitted by law in connection with their service to us or on our behalf.

Policy on Related Person Transactions

In connection with our IPO, we have adopted a new related person transaction policy. Our related person transaction policy states that any related person transaction must be approved or ratified by our audit committee or board of directors. In determining whether to approve or ratify a transaction with a related person, our audit committee or board of directors will consider all relevant facts and circumstances, including, without limitation, the commercial reasonableness of the terms of the transaction, the benefit and perceived benefit, or lack thereof, to us, the opportunity costs of an alternative transaction, the materiality and character of the related person's direct or indirect interest and the actual or apparent conflict of interest of the related person. Our audit committee or board of directors will not approve or ratify a related person transaction unless it has determined that, upon consideration of all relevant information, such transaction is in, or not inconsistent with, our best interests and the best interests of our shareholders.

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

See "Item 18. Financial Statements."

Legal Proceedings

From time to time, we may be subject to legal or regulatory proceedings and claims in the ordinary course of business, including proceedings to maintain, protect and enforce our intellectual property rights. We have received, and may in the future receive claims relating to intellectual property, commercial contracts, product liability, marketing, advertising, foreign exchange controls, antitrust and trade regulation, labor and employment, data privacy and security, environmental, health and safety and tax matters. The results of any current or future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, harm to our brands and reputation, and other factors. We are not currently party to any legal proceedings the resolution of which we believe would have a material adverse effect on our business, results of operations or financial condition.

Dividends and Dividend Policy

We have never declared nor paid any cash dividends on our ordinary shares. Our second amended and restated memorandum and articles of association permits us to pay dividends. We currently intend to retain all available funds and any future earnings to fund the development and expansion of our business, and we do not anticipate paying any cash dividends but our board of directors may choose to do so at any point if it is in the best interests of the Company and our shareholders. Any future determination regarding the declaration and payment of dividends, if any, will be at the discretion of our board of directors subject to applicable laws, and will depend on then-existing conditions, including our financial condition, results of operation, contractual restrictions, capital requirements, business prospects and other factors our board of directors may deem relevant. Our Senior Facilities Agreement, our New Senior Secured Credit Facilities and our Indenture (as defined herein) restrict our ability to make distributions, including dividends, subject to certain exceptions.

B. Significant Changes

No significant changes, other than as otherwise described in this annual report, have occurred in our operations since the date of our financial statements included in this annual report.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

See "C.Markets" Below.

B. Plan of Distribution

Not applicable.

C. Markets

Amer Sports, Inc.'s ordinary shares have been listed on the NYSE under the symbol "AS" since February 1, 2024. Prior to that date, there was no public trading market for our ordinary shares.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

We are a Cayman Islands exempted company and our affairs are governed by our second amended and restated memorandum and articles of association, as amended from time to time, and the Companies Act, and the common law of the Cayman Islands.

As of the date of this annual report, we had issued and outstanding 505,249,607 ordinary shares, par value EUR 0.0300580119630888 per ordinary share.

B. Memorandum and Articles of Association

The following is a description of the material terms of our second amended and restated memorandum and articles of association in effect from February 5, 2024 in connection with the completion of our IPO. The following description may not contain all of the information that is important to you and we therefore refer you to our articles of incorporation filed as an exhibit hereto.

Objects of Our Company. Under our second amended and restated memorandum and articles of association, the objects of our company are unrestricted, and we are capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by section 27(2) of the Companies Act.

Ordinary Shares. Our ordinary shares are issued in registered form and are issued when registered in our register of members. We may not issue shares to bearer. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their shares.

Dividends. The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors. Our second amended and restated memorandum and articles of association provide that dividends may be declared and paid out of the funds of our company lawfully available therefor. Under the laws of the Cayman Islands, our company may pay a dividend out of either profit or share premium account; provided that in no circumstances may a dividend be paid out of our share premium if this would result in our company being unable to pay its debts as they fall due in the ordinary course of business.

Voting Rights. Voting at any meeting of shareholders is by way of a poll save that in the case of a physical meeting, the chairman of the meeting may decide that a vote be on a show of hands unless a poll is demanded by:

- the chairman of such meeting;
- at least three shareholders present in person or by proxy or (in the case of a shareholder being a corporation) by its duly authorized representative for the time being entitled to vote at the meeting;
- shareholder(s) present in person or by proxy or (in the case of a shareholder being a corporation) by its duly authorized representative representing not less than one-tenth of the total voting rights of all shareholders having the right to vote at the meeting; or
- shareholder(s) present in person or by proxy or (in the case of a shareholder being a corporation) by its duly authorized representative and holding ordinary shares in us conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

An ordinary resolution to be passed at a meeting by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast at a meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes cast attaching to the issued and outstanding ordinary shares at a meeting. A special resolution will be required for important matters such as a change of name, making changes to our second amended and restated memorandum and articles of association, a reduction of our share capital and the winding up of our company. Our shareholders may, among other things, divide or combine their shares by ordinary resolution.

Shareholder Nomination Rights. Each of ANTA Sports and Anamerred has the right to nominate a number of candidates to serve as directors on our board of directors, to be designated by such shareholder.

For so long as ANTA Sports and its affiliates together continue to beneficially hold (i) at least 30% of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of five ANTA Directors; (ii) at least 25% (but less than 30%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of four ANTA Directors; (iii) at least 20% (but less than 25%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of three ANTA Directors; (iv) at least 15% (but less than 20%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of two ANTA Directors; and (v) at least 10% (but less than 15%) of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of one ANTA Director. At the time ANTA Sports and its affiliates together beneficially hold less than 10% of our then-issued and outstanding ordinary shares, it shall no longer have the right to nominate for election any ANTA Directors.

For so long as Anamerred and its affiliates together continue to beneficially hold at least 10% of our then-issued and outstanding ordinary shares, it shall have the right to nominate a total of one Anamerred Director. At the time Anamerred and its affiliates together beneficially hold less than 10% of our then-issued and outstanding ordinary shares, it shall no longer have the right to nominate for election any Anamerred Directors.

Quorum for Meetings of the Board of Directors. A quorum for any meeting of the board of directors consists of, at the time when the meeting proceeds to business, a majority of the directors then in office, including at least (i) three ANTA Directors for so long as ANTA Sports has the right to nominate at least four ANTA Directors; (ii) two ANTA Directors for so long as ANTA Sports has the right to nominate three ANTA Directors; and (iii) one ANTA Director for so long as ANTA Sports has the right to nominate two ANTA Directors. At the time ANTA Sports has the right to nominate one or fewer directors, no ANTA Directors shall be required to meet a quorum for meetings of the board of directors.

General Meetings of Shareholders. As a Cayman Islands exempted company, we are not obliged by the Companies Act to call shareholders' annual general meetings. Our second amended and restated memorandum and articles of association provide that we shall, if required by the Companies Act, in each year hold a general meeting as our annual general meeting, and shall specify the meeting as such in the notices calling it, and the annual general meeting shall be held at such time and place as may be determined by our directors. All general meetings (including an annual general meeting, any adjourned general meeting or postponed meeting) may be held as a physical meeting at such times and in any part of the world and at one or more locations, as a hybrid meeting or as an electronic meeting, as may be determined by our board of directors in its absolute discretion.

Shareholders' general meetings may be convened by the chairperson of our board of directors or by a majority of our board of directors. Advance notice of not less than ten clear days is required for the convening of our annual general shareholders' meeting (if any) and any other general meeting of our shareholders. A quorum required for any general meeting of shareholders consists of, at the time when the meeting proceeds to business, shareholders holding ordinary shares which carry in aggregate (or representing by proxy) not less than one-third of all issued and outstanding ordinary shares entitled to vote at such general meeting.

The Companies Act does not provide shareholders with any right to requisition a general meeting or to put any proposal before a general meeting. However, these rights may be provided in a company's memorandum and articles of association. Our second amended and restated memorandum and articles of association provides that upon the requisition of any one or more of our shareholders holding ordinary shares which carry in aggregate not less than one-third of all issued and outstanding ordinary shares entitled to vote at general meetings, our board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting.

Shareholder Proposals. Shareholder proposals to be considered and voted on by our shareholders at a general meeting may be submitted only by any one or more shareholders holding not less than one-third of all issued and outstanding ordinary shares entitled to vote at such meeting.

Transfer of Ordinary Shares. Any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in the usual or common form or in a form prescribed by the relevant stock exchange or any other form approved by our board of directors. Notwithstanding the foregoing, ordinary shares may also be transferred in accordance with the applicable rules and regulations of the relevant stock exchange.

Our board of directors may, in its absolute discretion, decline to register any transfer of any ordinary share which is not fully paid up or on which we have a lien. Our board of directors may also decline to register any transfer of any ordinary share unless:

- the instrument of transfer is lodged with us, accompanied by the certificate for the ordinary shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of ordinary shares;
- the instrument of transfer is properly stamped, if required;
- in the case of a transfer to joint holders, the number of joint holders to whom the ordinary share is to be transferred does not exceed four; and
- a fee of such maximum sum as the relevant stock exchange may determine to be payable or such lesser sum as our directors may from time to time require is paid to us in respect thereof.

If our directors refuse to register a transfer they shall, within two months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal.

The registration of transfers may, after compliance with any notice required in accordance with the rules of the relevant stock exchange, be suspended and the register closed at such times and for such periods as our board of directors may from time to time determine; provided, however, that the registration of transfers shall not be suspended nor the register closed for more than 30 days in any year as our board may determine, subject to extension for a further period or periods not exceeding 30 days if approved by the shareholders.

Liquidation. On the winding up of our company, if the assets available for distribution amongst our shareholders shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst our shareholders in proportion to the par value of the ordinary shares held by them at the commencement of the winding up, subject to a deduction from those ordinary shares in respect of which there are monies due, of all monies payable to our company for unpaid calls or otherwise. If our assets available for distribution are insufficient to repay all of the paid-up capital, such the assets will be distributed so that, as nearly as may be, the losses are borne by our shareholders in proportion to the par value of the ordinary shares held by them.

Calls on Ordinary Shares and Forfeiture of Ordinary Shares. Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their ordinary shares in a notice served to such shareholders at least 14 days prior to the specified time and place of payment. The ordinary shares that have been called upon and remain unpaid are subject to forfeiture.

Redemption, Repurchase and Surrender of Ordinary Shares. We may issue ordinary shares on terms that such ordinary shares are subject to redemption, at our option or at the option of the holders of these ordinary shares, on such terms and in such manner as may be determined by our board of directors. Our company may also repurchase any of our ordinary shares on such terms and in such manner as have been approved by our board of directors. Under the Companies Act, the redemption or repurchase of any share may be paid out of our company's profits, share premium account or out of the proceeds of a new issue of shares made for the purpose of such redemption or repurchase, or out of capital if our company can, immediately following such payment, pay its debts as they fall due in the ordinary course of business. In addition, under the Companies Act, no such share may be redeemed or repurchased (a) unless it is fully paid up, (b) if such redemption or repurchase would result in there being no shares outstanding or (c) if the company has commenced liquidation. In addition, our company may accept the surrender of any fully paid share for no consideration.

Variations of Rights of Shares. Whenever the capital of our company is divided into different classes the rights attached to any such class may, subject to any rights or restrictions for the time being attached to any class, only be varied with the sanction of a resolution passed by a majority of two-thirds of the votes cast at a separate meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation, allotment or issue of further shares ranking *pari passu* with such existing class of shares.

Issuance of Additional Ordinary Shares. Our second amended and restated memorandum and articles of association authorizes our board of directors to issue additional ordinary shares from time to time as our board of directors shall determine, to the extent of available authorized but unissued ordinary shares. Since completion of our IPO, our authorized share capital is EUR 75,000,000 divided into 2,495,175,000 shares of a par value of EUR 0.0300580119630888 each.

Our second amended and restated memorandum and articles of association also authorizes our board of directors to establish from time to time one or more series of preference shares and to determine, with respect to any series of preference shares, the terms and rights of that series, including, among other things:

- the designation of the series;
- the number of shares of the series;
- the dividend rights, dividend rates, conversion rights and voting rights; and
- the rights and terms of redemption and liquidation preferences.

Our board of directors may issue preference shares without action by our shareholders to the extent of available authorized but unissued ordinary shares. Issuance of these shares may dilute the voting power of holders of ordinary shares.

Inspection of Books and Records. Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, our second amended and restated memorandum and articles of association have provisions that provide our shareholders the right to inspect our register of shareholders without charge, and to receive our annual audited financial statements.

Anti-Takeover Provisions. Certain provisions of our second amended and restated memorandum and articles of association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including provisions that:

- divide our board of directors into three classes of directors, with the classes to be as equal in number as possible and serving staggered three-year terms;
- limit the ability to remove directors to removal for cause only;
- authorize our board of directors to issue additional shares of any class of shares authorized by our second amended and restated memorandum and articles of association for any purpose without any further vote or action by our shareholders;
- limit the ability of shareholders of less than one-third of all issued and outstanding ordinary shares entitled to vote at a general meeting of shareholders to requisition and convene such a meeting;
- provide that shareholder action can be taken only at an annual or special meeting of shareholders and cannot be taken by written consent; and
- prescribe that only the board of directors, and not the shareholders, can change the size of the board or fill vacancies thereon.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our second amended and restated memorandum and articles of association for a proper purpose and for what they believe in good faith to be in the best interests of our company.

Exempted Company. We are an exempted company with limited liability under the Companies Act. The Companies Act distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except that an exempted company:

- does not have to file an annual return of its shareholders with the Registrar of Companies;
- is not required to open its register of members for inspection;
- does not have to hold an annual general meeting;
- may issue shares with no par value;
- may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- may register as an exempted limited duration company; and
- may register as a segregated portfolio company.

“Limited liability” means that the liability of each shareholder is limited to the amount unpaid by the shareholder on that shareholder’s shares of the company (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

Exclusive Forum

Our second amended and restated memorandum and articles of association provides that, unless we consent in writing to the selection of an alternative forum, to the fullest extent permitted by law, the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or any other person, (iii) any action or proceeding arising pursuant to, or seeking to enforce any right, obligation or remedy under, any provision of the Companies Act, our second amended and restated memorandum and articles of association, or any other provision of applicable law, (iv) any action or proceeding seeking to interpret, apply, enforce or determine the validity of our second amended and restated memorandum and articles of association or (v) any action or proceeding as to which the Companies Act confers jurisdiction on the Grand Court of the Cayman Islands shall be the Grand Court of the Cayman Islands, in all cases subject to the court having jurisdiction over indispensable parties named as defendants.

Our second amended and restated memorandum and articles of association also provides that the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action under the Securities Act, the Exchange Act or other securities laws. Any person or entity purchasing or otherwise acquiring or holding any interest in any of our securities shall be deemed to have notice of and consented to these provisions. However, shareholders will not be deemed to have waived our compliance with U.S. federal securities laws and the rules and regulations thereunder.

Comparison of Cayman Islands Corporate Law and U.S. Corporate Law

The laws of the Cayman Islands applicable to Cayman corporations and their shareholders differ from laws applicable to U.S. corporations and their shareholders. The following table summarizes significant differences in shareholder rights between the provisions of the Companies Act applicable to our Company and the Delaware General Corporation Law applicable to companies incorporated in Delaware and their stockholders. Please note that this is only a general summary of certain provisions applicable to companies in Delaware. Certain Delaware companies may be permitted to exclude certain of the provisions summarized below in their charter documents. For a more complete discussion, please refer to the Delaware General Corporation Law, laws of the Cayman Islands, and our second amended and restated memorandum and articles of association, and committee charters (in each case as in effect immediately following the first day of trading).

DELAWARE CORPORATE LAW	CAYMAN ISLANDS CORPORATE LAW
<i>Mergers and similar arrangements</i>	
Under the Delaware General Corporation Law, with certain exceptions, a merger, consolidation, sale, lease or transfer of all or substantially all of the assets of a corporation must be approved by the board of directors and a majority of the outstanding shares entitled to vote thereon. A stockholder of a Delaware corporation participating in certain major corporate transactions may, under certain circumstances, be entitled to appraisal rights pursuant to which such stockholder may receive cash in the amount of the fair value of the shares held by such stockholder (as determined by a court) in lieu of the consideration such stockholder would otherwise receive in the transaction. The Delaware General Corporation Law also provides that a parent corporation, by resolution of its board of directors, may merge with any subsidiary, of which it owns at least 90.0% of each class of capital stock, without a vote by the stockholders of such	The Companies Act permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (a) “merger” means the merging of two or more constituent companies and the vesting of their undertaking, property and liabilities in one of such companies as the surviving company and (b) a “consolidation” means the combination of two or more constituent companies into a consolidated company and the vesting of the undertaking, property and liabilities of such companies in the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each constituent company; and (b) such other authorization, if any, as may be specified in such constituent company’s memorandum and articles of association. The plan

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subsidiary. Upon any such merger, dissenting stockholders of the subsidiary would have appraisal rights.

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must be filed with the Registrar of Companies of the Cayman Islands together with a declaration as to the solvency of the consolidated or surviving company, a list of the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

A merger between a Cayman parent company and its Cayman subsidiary or subsidiaries does not require authorization by a resolution of shareholders of that Cayman subsidiary if a copy of the plan of merger is given to every member of that Cayman subsidiary to be merged unless that member agrees otherwise. For this purpose, a company is a “parent” of a subsidiary if it holds issued shares that together represent at least ninety percent (90%) of the votes at a general meeting of the subsidiary.

The consent of each holder of a fixed or floating security interest over a constituent company is required unless this requirement is waived by a court in the Cayman Islands.

Save in certain limited circumstances, a shareholder of a Cayman constituent company who dissents from the merger or consolidation is entitled to payment of the fair value of his shares (which, if not agreed between the parties, will be determined by the Cayman Islands court) upon dissenting to the merger or consolidation, provided the dissenting shareholder complies strictly with the procedures set out in the Companies Act. The exercise of dissenter rights will preclude the exercise by the dissenting shareholder of any other rights to which he or she might otherwise be entitled by virtue of holding shares, save for the right to seek relief on the grounds that the merger or consolidation is void or unlawful.

Separate from the statutory provisions relating to mergers and consolidations, the Companies Act also contains statutory provisions that facilitate the reconstruction and amalgamation of companies by way of schemes of arrangement, provided that the arrangement is approved by seventy-five per cent in value of the members or class of members, as the case may be, with whom the arrangement is to be made or a majority in number of each class of creditors with whom the arrangement is to be made, and who must in addition represent seventy-five per cent in value of each such class of creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings, convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder has the right to express to the court the view that the transaction

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ought not to be approved, the court can be expected to approve the arrangement if it determines that:

- the statutory provisions as to the required majority vote have been met;
- the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Act.

The Companies Act also contains a statutory power of compulsory acquisition which may facilitate the “squeeze out” of a dissentient minority shareholder upon a tender offer. When a tender offer is made and accepted by holders of 90% of the shares affected within four months, the offeror may, within a two-month period commencing on the expiration of such four-month period, require the holders of the remaining shares to transfer such shares to the offeror on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed in the case of an offer which has been so approved unless there is evidence of fraud, bad faith or collusion.

If an arrangement and reconstruction by way of scheme of arrangement is thus approved and sanctioned, or if a tender offer is made and accepted, in accordance with the foregoing statutory procedures, a dissenting shareholder would have no rights comparable to appraisal rights, save that objectors to a takeover offer may apply to the Grand Court of the Cayman Islands for various orders that the Grand Court of the Cayman Islands has a broad discretion to make, which would otherwise ordinarily be available to dissenting shareholders of Delaware corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

The Companies Act also contains statutory provisions which provide that a company may present a petition to the Grand Court of the Cayman Islands for the appointment of a restructuring officer on the grounds that the company (a) is or is likely to become unable to pay its debts within the meaning of section 93 of the Companies Act; and (b) intends to present a compromise or arrangement to its creditors (or classes thereof) either, pursuant to the Companies Act, the law of a foreign country or by way of a consensual restructuring. The petition may be presented by a company acting by its directors, without a resolution of its

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members or an express power in its memorandum and articles of association. On hearing such a petition, the Cayman Islands court may, among other things, make an order appointing a restructuring officer or make any other order as the court thinks fit.

Shareholders' suits

Class actions and derivative actions generally are available to stockholders of a Delaware corporation for, among other things, breach of fiduciary duty, corporate waste and actions not taken in accordance with applicable law. In such actions, the court has discretion to permit the winning party to recover attorneys' fees incurred in connection with such action.

In principle, we would normally be the proper plaintiff and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, the Cayman Islands courts can be expected to follow and apply the common law principles (namely the rule in *Foss v. Harbottle* and the exceptions thereto) so that a non-controlling shareholder may be permitted to commence a class action against or derivative actions in the name of the company to challenge actions where:

- a company acts or proposes to act illegally or ultra vires;
- the act complained of, although not ultra vires, could only be effected duly if authorized by more than the number of votes which have actually been obtained; and
- those who control the company are perpetrating a "fraud on the minority."

A shareholder may have a direct right of action against us where the individual rights of that shareholder have been infringed or are about to be infringed. Our second amended and restated memorandum and articles of association contain a provision by virtue of which our shareholders waive any claim or right of action that they have, both individually and on our behalf, against any director in relation to any action or failure to take action by such director in the performance of his or her duties with or for our company, except in respect of any fraud, willful default or dishonesty of such director.

Shareholder vote on board and management compensation

Under the Delaware General Corporation Law, the board of directors has the authority to fix the compensation of directors, unless otherwise restricted by the certificate of incorporation or bylaws.

Under our second amended and restated memorandum and articles of association, directors shall receive such remuneration as the board of directors may from time to time determine.

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Annual vote on board renewal

Unless directors are elected by written consent in lieu of an annual meeting, directors are elected in an annual meeting of stockholders on a date and at a time designated by or in the manner provided in the bylaws. Re-election is possible. Classified boards are permitted.

Directors shall be elected or appointed in accordance with our second amended and restated memorandum and articles of association. Subject to our second amended and restated memorandum and articles of association and the Companies Act, shareholders may by ordinary resolution elect any person to be a director either to fill a casual vacancy or as an addition to the existing board of directors. The directors shall have the power from time to time and at any time to appoint any person as a director to fill a casual vacancy on the board of directors or as an addition to the existing board of directors subject to the Company's compliance with director nomination procedures required under the rules and regulations of the relevant stock exchange, unless the board of directors resolves to follow any available exceptions or exemptions.

Indemnification of directors and executive officers and limitation of liability

The Delaware General Corporation Law provides that a certificate of incorporation may contain a provision eliminating or limiting the personal liability of directors or officers (but not other controlling persons) of the corporation for monetary damages for breach of a fiduciary duty as a director, except no provision in the certificate of incorporation may eliminate or limit the liability of:

- a director or officer for any breach of a director's duty of loyalty to the corporation or its stockholders;
- a director or officer for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- a director for statutory liability for unlawful payment of dividends or unlawful share purchase or redemption;
- a director or officer for any transaction from which the director derived an improper benefit; or
- an officer in any action by or in right of the corporation.

A Delaware corporation may indemnify any person

who was or is a party or is threatened to be made a party to any proceeding, other than an action by or on behalf of the corporation, because the person is or was a director or officer, against liability incurred in connection with the proceeding if the director or officer acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation; and the director or officer, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Cayman Islands law does not limit the extent to which a company's memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Our second amended and restated memorandum and articles of association provide that we shall indemnify our directors and officers, and their personal representatives, against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such persons, other than by reason of such person's dishonesty, willful default or fraud, in or about the conduct of our company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such director or officer in defending (whether successfully or otherwise) any civil proceedings concerning our company or its affairs in any court whether in the Cayman Islands or elsewhere.

In addition, we intend to enter into indemnification agreements with our directors and executive officers that provide such persons with additional indemnification beyond that provided in our second amended and restated memorandum and articles of association.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or persons controlling us under the foregoing provisions, we have been informed that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

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Unless ordered by a court, any foregoing indemnification is subject to a determination that the director or officer has met the applicable standard of conduct:

- by a majority vote of the directors who are not parties to the proceeding, even though less than a quorum;
- by a committee of directors designated by a majority vote of the eligible directors, even though less than a quorum;
- by independent legal counsel in a written opinion if there are no eligible directors, or if the eligible directors so direct; or
- by the stockholders.

Moreover, a Delaware corporation may not indemnify a director or officer in connection with any proceeding in which the director or officer has been adjudged to be liable to the corporation unless and only to the extent that the court determines that, despite the adjudication of liability but in view of all the circumstances of the case, the director or officer is fairly and reasonably entitled to indemnity for those expenses which the court deems proper.

Directors' fiduciary duties

A director of a Delaware corporation has a fiduciary duty to the corporation and its stockholders. This duty has two components:

- the duty of care; and
- the duty of loyalty.

The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself or herself of, and disclose to stockholders, all material information reasonably available regarding a significant transaction.

The duty of loyalty requires that a director act in a manner he or she reasonably believes to be in the best interests of the corporation. He or she must not use his or her corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its stockholders take precedence over any interest possessed by a director, officer or controlling stockholder and not shared by the stockholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a

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As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company and therefore it is considered that he owes the following duties to the company-a duty to act in good faith in the best interests of the company, a duty not to make a personal profit based on his position as director (unless the company permits him to do so), a duty not to put himself in a position where the interests of the company conflict with his personal interest or his duty to a third party and a duty to exercise powers for the purpose for which such powers were intended. A director of a Cayman Islands company owes to the company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his duties a greater degree of skill than may reasonably be expected from a person of his knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands.

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director, a director must prove the procedural fairness of the transaction, and that the transaction was of fair value to the corporation.

Shareholder action by written consent

A Delaware corporation may, in its certificate of incorporation, eliminate the right of stockholders to act by written consent.

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Cayman Islands law permits us to eliminate the right of shareholders to act by written consent and our second amended and restated memorandum and articles of association provide that any action required or permitted to be taken at any general meetings may be taken upon the vote of shareholders at a general meeting duly noticed and convened in accordance with our second amended and restated memorandum and articles of association and may not be taken by written consent of the shareholders without a meeting.

Shareholder proposals

A stockholder of a Delaware corporation has the right to put any proposal before the annual meeting of stockholders, provided it complies with the notice provisions in the governing documents. A special meeting may be called by the board of directors or any other person authorized to do so in the governing documents, but stockholders may be precluded from calling special meetings.

The Companies Act provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's memorandum and articles of association. Our second amended and restated memorandum and articles of association provide that upon the requisition of any one or more of our shareholders holding shares which carry in aggregate not less than one-third of all votes attaching to the issued and outstanding shares of our Company entitled to vote at general meetings, our board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting. However, our second amended and restated memorandum and articles of association do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings not called by such shareholders.

Cumulative voting

Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation provides for it.

There are no prohibitions in relation to cumulative voting under the laws of the Cayman Islands but our second amended and restated memorandum and articles of association do not provide for cumulative voting. As a result, our shareholders are not afforded any less protections or rights on this issue than shareholders of a Delaware corporation.

Removal of directors

A Delaware corporation with a classified board may be removed only for cause with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise.

Under our second amended and restated memorandum and articles of association, subject to certain restrictions as contained therein, directors may be removed with or without cause, by an ordinary resolution of our shareholders. An appointment of a director may be on terms that the director shall automatically retire from office (unless he has sooner vacated office) at the next or a subsequent annual general meeting or upon any specified event or after any specified period in a written agreement between the company and the director, if any; but no such term

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shall be implied in the absence of express provision. Under our second amended and restated memorandum and articles of association, a director's office shall be vacated if the director (i) becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors; (ii) is found to be or becomes of unsound mind or dies; (iii) resigns his office by notice in writing to the company; (iv) without special leave of absence from our board of directors, is absent from three consecutive meetings of the board and the board resolves that his office be vacated; (v) is prohibited by law from being a director or; (vi) is removed from office pursuant to the laws of the Cayman Islands or any other provisions of our second amended and restated memorandum and articles of association.

Transactions with interested shareholders

The Delaware General Corporation Law generally prohibits a Delaware corporation from engaging in certain business combinations with an "interested stockholder" for three years following the date that such person becomes an interested stockholder. An interested stockholder generally is a person or group who or which owns or owned 15.0% or more of the corporation's outstanding voting shares within the past three years.

Cayman Islands law has no comparable statute. As a result, we cannot avail ourselves of the types of protections afforded by the Delaware business combination statute. However, although Cayman Islands law does not regulate transactions between a company and its significant shareholders, it does provide that the board of directors owe duties to ensure that these transactions are entered into bona fide in the best interests of the company and not with the effect of constituting a fraud on the minority shareholders.

Dissolution; Winding up

Unless the board of directors of a Delaware corporation approves the proposal to dissolve, dissolution must be approved by stockholder holding 100.0% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporation's outstanding shares. Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board.

Under Cayman Islands law, a company may be wound up by either an order of the courts of the Cayman Islands or by a special resolution of its members or, if the company resolves by ordinary resolution that it be wound up because it is unable to pay its debts. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so.

Variation of rights of shares

A Delaware corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise.

Under our second amended and restated articles of association, if the share capital is divided into more than one class of shares, the rights attached to any class may only be varied with the written consent of the holders of two-thirds of the shares of that class or the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

Amendment of governing documents

A Delaware corporation's governing documents may be amended with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise.

Under Cayman Islands law, our second amended and restated memorandum and articles of association may only be amended with a special resolution of our shareholders.

Inspection of books and records

Stockholders of a Delaware corporation, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose, and to obtain copies of list(s) of stockholders and other books and records of the corporation and its subsidiaries, if any, to the extent the books and records of such subsidiaries are available to the corporation.

Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, our second amended and restated memorandum and articles of association have provisions that provide our shareholders the right to inspect our register of shareholders without charge, and to receive our annual audited financial statements.

Payment of dividends

The board of directors may approve a dividend without stockholder approval. Subject to any restrictions contained in its certificate of incorporation, the board may declare and pay dividends upon the shares of its capital stock either:

- out of its surplus, or
- in case there is no such surplus, out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year.

Stockholder approval is required to authorize capital stock in excess of that provided in the charter. Directors may issue authorized shares without stockholder approval.

The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors. Our second amended and restated memorandum and articles of association provide that dividends may be declared and paid out of the funds of our company lawfully available therefor. Under the laws of the Cayman Islands, our company may pay a dividend out of either profit or share premium account; provided that in no circumstances may a dividend be paid out of our share premium if this would result in our company being unable to pay its debts as they fall due in the ordinary course of business.

Creation and issuance of new shares

All creation of shares requires the board of directors to adopt a resolution or resolutions, pursuant to authority expressly vested in the board of directors by the provisions of the company's certificate of incorporation.

Our second amended and restated memorandum and articles of association authorizes our board of directors to issue additional ordinary shares from time to time as our board of directors shall determine, to the extent of available authorized but unissued shares.

Our second amended and restated memorandum and articles of association also authorizes our board of directors to establish from time to time one or more series of preference shares and to determine, with respect to any series of preference shares, the terms and rights of that series, including, among other things:

- the designation of the series;
- the number of shares of the series;
- the dividend rights, dividend rates, conversion rights and voting rights; and
- the rights and terms of redemption and liquidation preferences.

Our board of directors may issue preference shares without action by our shareholders to the extent of available authorized but unissued shares. Issuance of these shares may dilute the voting power of holders of ordinary shares.

C. Material Contracts

See “Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Indebtedness” and “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Transactions with ANTA Sports,” “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Business Cooperation Agreement,” “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Board Nomination Agreement” and “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Registration Rights Agreement.”

D. Exchange Controls

The Cayman Islands currently has no exchange control restrictions.

E. Taxation

The following summary contains a description of certain Cayman Islands and U.S. federal income tax consequences of the acquisition, ownership and disposition of ordinary shares, but it does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase ordinary shares. The summary is based upon the tax laws of and regulations thereunder and on the tax laws of the United States and regulations thereunder as of the date hereof, which are subject to change.

Cayman Islands Taxation

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciations and there is no taxation in the nature of inheritance tax or estate duty or withholding tax.

There are no other taxes likely to be material to us or holders levied by the Government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or brought within the jurisdiction of the Cayman Islands. No stamp duty is payable in the Cayman Islands on transfers of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands. The Cayman Islands is a party to a double tax treaty entered into with the United Kingdom in 2010 but otherwise is not party to any double tax treaties. There are no exchange control regulations or currency restrictions in the Cayman Islands.

Payments of dividends and capital in respect of the ordinary shares will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of a dividend or capital to any holder of the ordinary shares, nor will gains derived from the disposal of the ordinary shares be subject to Cayman Islands income or corporation tax.

Material U.S. Federal Income Tax Considerations for U.S. Holders

The following section is a description of the material U.S. federal income tax consequences to U.S. Holders, as defined below, of owning and disposing of ordinary shares. It does not set forth all tax considerations that may be relevant to a particular person’s decision to acquire ordinary shares.

This section applies only to a U.S. Holder that holds ordinary shares as capital assets for U.S. federal income tax purposes. This section does not include a description of the state, local or non-U.S. tax consequences that may be relevant to U.S. Holders, nor does it address U.S. federal tax consequences (such as gift and estate taxes) other than income taxes. In addition, it does not set forth all of the U.S. federal income tax consequences that may be relevant in light of the U.S. Holder’s particular circumstances, including alternative minimum tax consequences, rules conforming the timing of income accruals with respect to the ordinary shares to financial statements under Section 451(b) of the Code, the potential application of the provisions of the Code known as the Medicare contribution tax and tax consequences applicable to U.S. Holders subject to special rules, such as:

- certain financial institutions;
- dealers or traders in securities who use a mark-to-market method of tax accounting;

- persons holding ordinary shares as part of a hedging transaction, straddle, wash sale, conversion transaction or other integrated transaction or persons entering into a constructive sale with respect to the ordinary shares;
- persons whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
- entities classified as partnerships or S corporations for U.S. federal income tax purposes;
- persons who acquire our ordinary shares through the exercise of an option or otherwise as compensation;
- tax-exempt entities, including an “individual retirement account” or “Roth IRA”;
- real estate investment trusts or regulated investment companies;
- persons that own or are deemed to own 10% or more of our shares (by vote or value); or
- persons holding ordinary shares in connection with a trade or business conducted outside of the United States.

If an entity or arrangement that is classified as a partnership for U.S. federal income tax purposes holds ordinary shares, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Partnerships holding ordinary shares and partners in such partnerships should consult their tax advisers as to the particular U.S. federal income tax consequences of owning and disposing of the ordinary shares.

This section is based on the Code, administrative pronouncements, judicial decisions, final, and temporary and proposed Treasury regulations, all as of the date hereof, any of which is subject to change or differing interpretations, possibly with retroactive effect. Any change or different interpretation could alter the tax consequences to U.S. Holders described in this section. In addition, there can be no assurance that the Internal Revenue Service, or IRS, will not challenge one or more of the tax consequences described in this section.

A “U.S. Holder” is a holder who, for U.S. federal income tax purposes, is a beneficial owner of ordinary shares, and who is:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

U.S. Holders should consult their tax advisers concerning the U.S. federal, state, local and non-U.S. tax consequences of owning and disposing of ordinary shares in their particular circumstances.

Taxation of Distributions

We do not currently expect to make distributions on our ordinary shares. In the event that we do make distributions of cash or other property, subject to the passive foreign investment company rules described below, distributions paid on ordinary shares, other than certain *pro rata* distributions of ordinary shares, will be treated as dividends to the extent paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). To the extent that the amount of the distribution exceeds our current and accumulated earnings and profits (as determined under United States federal income tax principles), such excess amount will be treated first as a tax-free return of a U.S. Holder’s tax basis in the ordinary shares, and then, to the extent such excess amount exceeds such holder’s tax basis in the ordinary shares, as capital gain. However, we currently do not, and we do not intend to calculate our earnings and profits under United States federal income tax principles. Therefore, a U.S. Holder should expect that any distribution will generally be reported as a dividend even if that distribution would otherwise be treated as a non-taxable return of capital or as capital gain under the rules described above.

Subject to certain holding-period requirements, for so long as our ordinary shares are listed on the NYSE or another established securities market in the United States, dividends paid to certain non-corporate U.S. Holders will generally be eligible for taxation as “qualified dividend income,” which is taxable at rates not in excess of the long-term capital gain rate applicable to such U.S. Holders. However, such long-term capital gain rate would not be applicable if we are treated as a passive foreign investment company in respect of the relevant U.S. Holder for the taxable year in which dividends are paid or the immediately preceding taxable year. U.S. Holders should consult their tax advisers regarding the availability of the reduced tax rate on dividends in their particular circumstances.

The amount of the dividend will be treated as foreign-source dividend income to U.S. Holders and will not be eligible for the dividends-received deduction available to U.S. corporations under the Code. Dividends will be included in a U.S. Holder’s income on the date of the U.S. Holder’s receipt of the dividend.

Sale or Other Disposition of Ordinary Shares

Subject to the passive foreign investment company rules described below, gain or loss realized on the sale or other disposition of ordinary shares will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder held the ordinary shares for more than one year. The amount of the gain or loss will equal the difference between the U.S. Holder’s tax basis in the ordinary shares disposed of and the amount realized on the disposition, in each case as determined in U.S. dollars. This gain or loss will generally be U.S.-source gain or loss for foreign tax credit purposes. The deductibility of capital losses is subject to various limitations. U.S. Holders should consult their tax advisers regarding the proper treatment of gain or loss in their particular circumstances, including the effects of any applicable income tax treaties.

Passive Foreign Investment Company Rules

Under the Code, we will be a PFIC for any taxable year in which, after the application of certain “look-through” rules with respect to subsidiaries, either (i) 75% or more of our gross income consists of “passive income,” or (ii) 50% or more of the average quarterly value of our assets consist of assets that produce, or are held for the production of, “passive income” (including cash). For purposes of the above calculations, we will be treated as if we hold our proportionate share of the assets of, and receive directly our proportionate share of the income of, any other corporation in which we directly or indirectly own at least 25%, by value, of the shares of such corporation. Passive income includes, among other things, interest, dividends, rents, certain non-active royalties and capital gains.

Based on our current operations and the composition of our income and assets, we believe we were not a PFIC for our 2023 taxable year. However, the determination of whether we are a PFIC is a fact-intensive determination that must be made on an annual basis applying principles and methodologies that are in some circumstances unclear, and whether we were a PFIC in 2023 is uncertain in several respects. Moreover, our PFIC status for any taxable year will depend on the composition of our income and assets and the value of our assets from time to time (which may be determined, in part, by reference to the market price of our ordinary shares, which may fluctuate substantially over time). Accordingly, there can be no assurance that we will not be a PFIC for any taxable year. If we are a PFIC for any year during which a U.S. Holder holds ordinary shares, we would continue to be treated as a PFIC with respect to that U.S. Holder for all succeeding years during which the U.S. Holder holds ordinary shares, even if we ceased to meet the threshold requirements for PFIC status, unless the U.S. Holder makes a valid deemed sale election under the applicable Treasury regulations with respect to its ordinary shares.

If we were a PFIC for any taxable year during which a U.S. Holder held ordinary shares (assuming such U.S. Holder has not made a timely mark-to-market or QEF Election, as described below), gain recognized by a U.S. Holder on a sale or other disposition (including certain pledges) of the ordinary shares would be allocated ratably over the U.S. Holder’s holding period for the ordinary shares. The amounts allocated to the taxable year of the sale or other disposition and to any year before we became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, for that taxable year, and an interest charge would be imposed on the amount allocated to that taxable year. Further, to the extent that any distribution received by a U.S. Holder on its ordinary shares exceeds 125% of the average of the annual distributions on the ordinary shares received during the preceding three years or the U.S. Holder’s holding period, whichever is shorter, that distribution would be subject to taxation in the same manner as gain, described immediately above. If we are a PFIC for any year, a U.S. Holder may be subject to the adverse consequences for any gain or excess distributions in respect of any lower-tier PFICs that we own.

A U.S. Holder can avoid certain of the adverse rules described above by making a mark-to-market election with respect to its ordinary shares, provided that the ordinary shares are “marketable.” Our ordinary shares will be marketable if they are “regularly traded” on a “qualified exchange” or other market within the meaning of applicable Treasury regulations. If a U.S. Holder makes the mark-to-market election, it will recognize as ordinary income any excess of the fair market value of the ordinary shares at the end of each taxable year over their adjusted tax basis, and will recognize an ordinary loss in respect of any excess of the adjusted tax basis of the ordinary shares over their fair market value at the end of the taxable year (but only to the extent of the net amount of income previously included as a result of the mark-to-market election). If a U.S. Holder makes the election, the U.S. Holder’s tax basis in the ordinary shares will be adjusted to reflect the income or loss amounts recognized. Any gain recognized on the sale or other disposition of ordinary shares in a year when we are a PFIC will be treated as ordinary income and any loss will be treated as an ordinary loss (but only to the extent of the net amount of income previously included as a result of the mark-to-market election). A mark-to-market election is unlikely available in respect of any lower-tier PFICs that we own unless the shares of such lower-tier PFICs are considered “marketable.” Accordingly, if we are treated as a PFIC, a U.S. Holder will generally continue to be subject to the PFIC rules discussed above with respect to such holder’s indirect interest in any investments we hold that are treated as an equity interest in a PFIC for U.S. federal income tax purposes.

In addition, in order to avoid the application of the foregoing rules, a United States person that owns shares in a PFIC for U.S. federal income tax purposes may make a QEF Election with respect to such PFIC if the PFIC provides the information necessary for such election to be made. If a United States person makes a QEF Election with respect to a PFIC, the United States person will be currently taxable on its *pro rata* share of the PFIC’s ordinary earnings and net capital gain (at ordinary income and capital gain rates, respectively) for each taxable year that the entity is classified as a PFIC and will not be required to include such amounts in income when actually distributed by the PFIC. We do not intend to provide information necessary for U.S. Holders to make QEF Elections.

In addition, if we were a PFIC or, with respect to a particular U.S. Holder, were treated as a PFIC for the taxable year in which we paid a dividend or for the prior taxable year, the preferential dividend rates discussed above with respect to dividends paid to certain non-corporate U.S. Holders would not apply.

If a U.S. Holder owns ordinary shares during any year in which we are a PFIC or in which we hold a direct or indirect equity interest in a lower-tier PFIC, the U.S. Holder generally must file annual reports, containing such information as the U.S. Treasury may require on IRS Form 8621 (or any successor form) with respect to us, with the U.S. Holder’s federal income tax return for that year, unless otherwise specified in the instructions with respect to such form.

U.S. Holders should consult their tax advisers concerning our potential PFIC status and the potential application of the PFIC rules.

Information Reporting and Backup Withholding

Distributions and sales proceeds that are made within the United States or through certain U.S.-related financial intermediaries are subject to information reporting, and may be subject to backup withholding, unless (i) the U.S. Holder is a corporation or other exempt recipient or (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the holder’s U.S. federal income tax liability and may entitle it to a refund, provided that the required information is timely furnished to the IRS.

Reporting with Respect to Foreign Financial Assets

Certain U.S. Holders who are individuals and certain entities may be required to report information relating to an interest in our ordinary shares by filing a Form 8938 with their U.S. federal income tax return, subject to certain exceptions (including an exception for ordinary shares held in accounts maintained by certain U.S. financial institutions). Failure to file a Form 8938 where required can result in monetary penalties and the extension of the relevant statute of limitations with respect to all or a part of the relevant U.S. tax return. U.S. Holders should consult their tax advisers regarding this reporting requirement.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are required to file or furnish reports and other information with the SEC under the Exchange Act. As a foreign private issuer, we are exempt from, among other things, the rules under the Exchange Act prescribing the form and content of proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short swing profit recovery provisions contained in Section 16 of the Exchange Act.

We maintain a corporate website at www.amersports.com. We make available, free of charge, on our website our annual reports on Form 20-F, Reports on Form 6-K and amendments to those reports as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. No information contained on our website is intended to be included as part of, or incorporated by reference into, this annual report.

In addition, the SEC maintains an internet site at <http://www.sec.gov> that contains reports and other information that we have filed electronically with the SEC.

I. Subsidiary Information

Not applicable.

J. Annual Report to Security Holders

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risks associated with foreign currency exchange rates, commodity prices, inflation, funding and liquidity, interest rates and credit. See “Item 5. Operating and Financial Review and Prospects” and “Item 18. Financial Statements—Note 28. Financial Risk Management.”

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Use of Proceeds

On January 31, 2024, our registration statement on Form F-1 (File No. 333-276370), as amended, was declared effective by the SEC for our IPO of our ordinary shares, pursuant to which we offered and sold a total of 120,875,000 ordinary shares (including exercise of the underwriters' over-allotment option to purchase additional shares) at a public offering price of \$13 per share. Goldman Sachs & Co. LLC, BofA Securities, J.P. Morgan and Morgan Stanley acted as joint book-running managers for the offering. Citigroup, UBS Investment Bank, Baird, BNP PARIBAS, CICC, CLSA, Evercore ISI, TD Cowen, Wells Fargo Securities, Deutsche Bank Securities and HSBC acted as bookrunners for the offering. Blaylock Van, LLC, Drexel Hamilton, Loop Capital Markets, Ramirez & Co., Inc., Siebert Williams Shank and Tigress Financial Partners acted as co-managers for the offering. The offering began on January 22, 2024 and was completed on January 31, 2024.

We received proceeds from the IPO of approximately USD 5,187.5 million before deducting underwriting discounts and commissions, fees and expenses payable by us. As of the date of this annual report, we have fully utilized the net proceeds from the IPO to repay all outstanding borrowings under our shareholder loans.

ITEM 15. CONTROLS AND PROCEDURES

A. Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) designed to ensure that information required to be disclosed in the Company's reports filed under the Exchange Act is recorded, processed, authorized, summarized and reported within the time period specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

Our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2023. Based on such evaluation, management, including our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures are not effective due to the material weakness in our internal control over financial reporting identified during our preparation for our IPO as more fully described in "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Internal Control over Financial Reporting."

B. Management's Annual Report on Internal Controls Over Financial Reporting

This annual report does not include a report of management's assessment regarding internal control over financial reporting due to a transition period established by rules and regulations of the SEC for newly public companies.

C. Attestation Report of the Registered Independent Public Accounting Firm

This annual report does not include a report of the Company's independent registered public accounting firm due to a transition period established by rules and regulations of the SEC for newly public companies.

D. Changes in Internal Control Over Financial Reporting

See "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Internal Control over Financial Reporting" for changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange

Act) that occurred during the period covered by this annual report that have materially affected, or are reasonably likely to materially affect, internal control over financial reporting.

ITEM 16. RESERVED

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

The board of directors has determined that each of Trina Spear, Carrie Teffner and Stephen Yiu qualifies as an “audit committee financial expert,” as such term is defined in the rules of the SEC. Carrie Teffner serves as the chair of our audit committee. Our board of directors has also determined that each of Trina Spear, Carrie Teffner and Stephen Yiu satisfies “independence” requirements set forth in Rule 10A-3 of the Exchange Act and NYSE listing standards.

For information relating to qualifications and experience of each audit committee member, see “Item 6. Directors, Senior Management and Employees,” incorporated herein by reference.

ITEM 16B. CODE OF ETHICS

Code of Business Conduct and Ethics

We have adopted a Code of Conduct that is applicable to all of our employees, executive officers and directors. The Code of Conduct is available on our website www.amersports.com. The information contained on, or that can be accessed through, our website is not part of, and is not incorporated into, this annual report.

Our audit committee is responsible for overseeing the Code of Conduct and is required to approve any waivers of the Code of Conduct.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The following table sets forth the amount of fees, by type of service category, charged by KPMG AB to us during fiscal 2023 and fiscal 2022.

	For the Year Ended December 31,	
	2023	2022
	(In millions)	
Audit fees(1)	\$ 7.9	\$ 14.9
Audit-related fees(2)	0.2	0.3
Tax fees(3)	2.6	1.2
All other fees(4)	N/A	N/A
Total	\$ 10.6	\$ 16.4

- (1) Audit fees are fees billed for professional services rendered by the principal accountant for the audit of the registrant’s annual financial statements or services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements for those fiscal years. It includes the audit of our financial statements and other services that generally only the independent accountant reasonably can provide, such as comfort letters, statutory audits, interim reviews, consents and assistance with and review of documents filed with the SEC. For 2022, audit fees include costs for the reaudit under the standards of the PCAOB of the financial statements included in the IPO prospectus.
- (2) Audit-related fees are fees billed for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements and not reported under the previous category. These services would include, among others: accounting consultations and audits in connection with acquisitions, internal control reviews, attest services that are not required by statute or regulation and consultation concerning financial accounting and reporting standards.
- (3) Tax fees are fees billed for professional services for tax compliance, tax advice and tax planning.
- (4) All other fees are fees for non-audit services rendered which were not listed above. There were no other fees in 2023 or 2022.

Audit Committee Pre-Approval Policies and Procedures

In accordance with the requirements of the U.S. Sarbanes-Oxley Act of 2002 and rules issued by the SEC, our audit committee reviews and pre-approves all audit services and permissible non-audit services provided to us that are performed by KPMG AB, other than de minimis non-audit services which are approved by the audit committee prior to the completion of the audit.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

During the year ended December 31, 2023, no purchases of our equity securities were made by or on behalf of Amer Sports, Inc. or any affiliated purchaser.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

As a "foreign private issuer," as defined by the SEC, we are permitted to follow home country corporate governance practices, instead of certain corporate governance standards required by the NYSE for U.S. companies. Accordingly, we may choose to follow the corporate governance rules of the Cayman Islands in lieu of certain of the corporate governance requirements of the NYSE. We currently intend to follow Cayman Islands corporate governance practices in lieu of the corporate governance requirements of the NYSE in respect of the following:

- the requirement of the NYSE listing rules that the compensation committee and the nominating and governance committee of the board of directors be composed entirely of independent directors;
- the requirement of the NYSE listing rules that a listed issuer obtain shareholder approval when it establishes or materially amends a stock option or purchase plan or other arrangement pursuant to which stock may be acquired by officers, directors, employees or consultants;
- the requirement of the NYSE listing rules that a listed issuer obtain shareholder approval prior to issuing or selling securities (or securities convertible into or exercisable for common stock) that equal 20% or more of the issuer's outstanding common stock or voting power prior to such issuance or sale; and
- the requirement of the NYSE listing rules that the independent directors have regularly scheduled meetings with only the independent directors present.

While a majority of the directors on our board of directors are independent directors, as long as we rely on the foreign private issuer exemption to certain of the NYSE corporate governance standards, a majority of the directors on our board of directors may not be required to be independent directors.

Cayman Islands law does not impose any specific requirements that the majority of the board of directors be composed of independent directors, on the establishment of a compensation committee or nominating and governance committee, nor a requirement that the independent directors of the board meet regularly without other members present. Cayman Island law does not require shareholder approval over certain share issuances, including establishments of incentive plans or issuances of more than 20% of the outstanding share capital.

The foreign private issuer exemption does not modify the independence requirements for the audit committee, and we intend to comply with the requirements of the Sarbanes-Oxley Act and the NYSE rules, which require that our audit committee be composed of at least three directors, all of whom are independent. Under the NYSE rules, however, we are permitted to phase in our independent audit committee by having one independent member at the time of listing, a majority of independent members within 90 days of listing and a fully independent committee within one year of listing.

If at any time we cease to be a “foreign private issuer” under the rules of the NYSE and the Exchange Act, as applicable, our board of directors will take all action necessary to comply with the NYSE corporate governance rules.

Due to our status as a foreign private issuer and our intent to follow certain home country corporate governance practices, our shareholders will not have the same protections afforded to shareholders of companies that are subject to all the NYSE corporate governance standards. See “Item 10. Additional Information—A. Share Capital.”

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

ITEM 16J. INSIDER TRADING POLICIES

Pursuant to applicable SEC transition guidance, the disclosure required by Item 16J will only be applicable to the Company from the fiscal year ending on December 31, 2024.

ITEM 16K. CYBERSECURITY

Cybersecurity Risk Management and Strategy

Cybersecurity risk management is an integral part of our overall information security program. We follow a risk-based approach to information security, designed to align our practices with industry standards and regulatory requirements. We are implementing an Information Security Management System (“ISMS”) based on recognized industry governance frameworks, including the International Organization for Standardization, the National Institute of Standards and Technology and the Center for Internet Security Controls. Our existing management system provides a framework for handling cybersecurity threats and incidents, including threats and incidents associated with the use of services provided by third-party service providers, and facilitates coordination in the event of any such threat or incident across different departments of our business. We use this framework together with information collected from external and internal assessments to develop our cybersecurity policies and procedures, such as our acceptable use standard, our vulnerability management standard, our identity and access control standard and our cybersecurity risk management standard, among others. We have also implemented certain incident response processes designed to detect, analyze, and respond to cybersecurity threats and incidents. These processes include steps for assessing the severity of the threat or incident, identifying the source of the threat or incident, including whether it is associated with a third-party service provider, initiating cybersecurity countermeasures and mitigation strategies and informing management and our board of directors of material cybersecurity threats and incidents.

We conduct regular risk assessments to identify and prioritize cybersecurity risks. These assessments involve evaluating potential threats, vulnerabilities, and potential impacts on our systems, data, and operations. We have implemented a range of technical and operational controls, including perimeter protection, endpoint detection and response, modern encryption, access controls, reliable data backups and security monitoring tools. These controls are designed to protect our systems, data and operations from cybersecurity threats and incidents. To assess the effectiveness of our security measures, we conduct penetration testing exercises at least annually. These tests simulate possible real-world cybersecurity attacks and attempt to exploit potential vulnerabilities in our systems and applications. We review the results of such penetration tests and risk assessments and prioritize identified vulnerabilities based on their severity and potential impact. The findings are documented, and a remediation plan is established.

We conduct security awareness and training programs for our employees and third-party service providers. These programs cover topics such as phishing, social engineering, password hygiene, and data protection to assist such employees and third-party service providers in understanding their role in maintaining the security of our systems, data and operations. Additionally, specific security awareness trainings are conducted for employees working in our IT Development & Operations departments. Although we employ vendor due diligence and onboarding procedures, our ability to monitor the cybersecurity practices of our vendors is limited and there can be no assurance that we can prevent or mitigate the risk of any compromise or failure in the information systems, software, networks and other assets owned or controlled by our vendors.

In 2023, we did not identify any cybersecurity threats or incidents that have materially affected or are reasonably likely to materially affect our business strategy, results of operations, or financial condition. However, despite our efforts, we cannot eliminate all risks from cybersecurity threats, or provide assurances that we have not experienced an undetected cybersecurity incident. For more information about these risks, please see “Item 3. Key Information—D. Risk Factors—Risks Related to Our Intellectual Property and Information Technology —A security breach or other disruption to our IT Systems could result in the loss, theft, misuse, unauthorized disclosure, or unauthorized access of wholesale partner, consumer, supplier, or sensitive company information or could disrupt our operations, which could damage our relationships with wholesale partners, consumers, suppliers or employees, expose us to litigation or regulatory proceedings, or harm our reputation, any of which could materially adversely affect our business, financial condition or results of operations” in this annual report.

Cybersecurity Governance

Our board of directors has overall oversight responsibility for our risk management. The board of directors is responsible for ensuring that management has processes in place designed to identify and evaluate cybersecurity risks to which the company is exposed and implement processes and programs to manage cybersecurity risks and mitigate cybersecurity incidents.

Management is responsible for identifying, considering and assessing material cybersecurity risks on an ongoing basis, establishing processes to ensure that such potential cybersecurity risk exposures are monitored, putting in place appropriate mitigation measures and maintaining cybersecurity programs. Amer Sports has a dedicated Information Security department led by the Cybersecurity & Risk Management Director (the “Director CSRM”) supported by a team of experienced information systems security professionals and information security managers, with expertise in various domains, such as network security, application security, data protection, and incident response. The Director CSRM receives reports from the Information Security department and is responsible for the prevention, detection, mitigation, and remediation of cybersecurity threats and incidents. Our Director CSRM brings over 20 years of extensive experience to the role, with a track record in managing information security. His experience encompasses developing cybersecurity strategies and successfully implementing comprehensive and effective information and cybersecurity programs. In this role, he has led initiatives resulting in significant improvements in the Company’s resilience against evolving cyber threats.

The Director CSRM reports to the Chief Information Officer, who has extensive experience in the field of Information Technology and Security. Our Information Security department is committed to staying informed on evolving cybersecurity practices and threats through regular educational initiatives and training programs. We prioritize the ongoing development of our team members to ensure their skills are up-to-date and aligned with the dynamic cybersecurity landscape.

PART III

ITEM 17. FINANCIAL STATEMENTS

We have elected to provide financial statements and related information pursuant to Item 18.

ITEM 18. FINANCIAL STATEMENTS

The consolidated financial statements and the related notes required by Item 18 are included in this annual report, beginning on page F-1. The report of KPMG AB, the Company's independent registered accounting firm with respect to the referenced financial statements is included on page F-2.

ITEM 19. EXHIBITS

Exhibit	Description	Schedule/ Form	File Number	Exhibit	File Date
2.1**	Description of Securities.				
3.1**	Second Amended and Restated Memorandum and Articles of Association.				
8.1**	List of Subsidiaries.				
10.1**	Business Cooperation Agreement, dated as of February 5, 2024, between ANTA Sports Products Limited and Amer Sports, Inc.				
10.2**†	Board Nomination Agreement, dated as of February 5, 2024, between Amer Sports, Inc. and Anamer Investments Inc.				
10.3*	Form of Indemnification Agreement.	Form F-1	333-276370	10.3	January 4, 2024
10.4**†	Registration Rights Agreement.				
10.5**†	Master Business Services Agreement, dated as of February 5, 2024, between ANTA Sports Products Limited and Amer Sports, Inc.				
10.6*	Amended and Restated Senior Facilities Agreement, dated as of July 17, 2023, by and among Amer Sports Holding 1 Oy, Amer Sports Holding Oy and Amer Sports Canada Inc., the lead arrangers party thereto, J.P. Morgan SE as agent and Wilmington Trust (London) Limited as security agent.	Form F-1	333-276370	10.6	January 4, 2024
10.7*	Amer Sports, Inc. 2019 Stock Option Plan Rules.	Form F-1	333-276370	10.7	January 4, 2024
10.8*	Amer Sports, Inc. 2023 Stock Option Plan Rules.	Form F-1	333-276370	10.8	January 4, 2024
10.9*	Amer Sports, Inc. 2024 Omnibus Incentive Plan.	Form F-1	333-276370	10.9	January 4, 2024
10.10*	Intercompany Loan Agreement (Facility A Proceeds Loan), dated as of March 26, 2019, between Amer Sports Holding (Cayman) Limited as the Lender and Amer Sports Holding (HK) Limited as the Borrower.	Form F-1	333-276370	10.10	January 4, 2024
10.11*	Intercompany Loan Agreement (Investment Proceeds), dated as of March 26, 2019, between Amer Sports Holding (Cayman) Limited as the Lender and Amer Sports Holding (HK) Limited as the Borrower.	Form F-1	333-276370	10.11	January 4, 2024

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<u>Exhibit</u>	<u>Description</u>	<u>Schedule/ Form</u>	<u>File Number</u>	<u>Exhibit</u>	<u>File Date</u>
10.12*	Intercompany Loan Agreement (Facility A Proceeds Loan), dated as of February 28, 2022, between Amer Sports Management Company (Cayman) Limited as the Lender and Amer Sports Management Holding (Cayman) Limited as the Borrower.	Form F-1	333-276370	10.12	January 4, 2024
10.13*	Intercompany Loan Agreement (Investment Proceeds), dated as of February 28, 2022, between Amer Sports Management Company (Cayman) Limited as the Lender and Amer Sports Management Holding (Cayman) Limited as the Borrower.	Form F-1	333-276370	10.13	January 4, 2024
10.14**	Capitalisation Agreement, dated as of February 5, 2024, between Amer Sports, Inc. and Amer Sports Holding (Cayman) Limited.				
10.15**	Capitalisation Agreement, dated as of February 5, 2024, between Amer Sports, Inc. and Amer Sports Management Company (Cayman) Limited.				
10.16*	Form of Master Distributor Agreement between Amer Sports Malaysia SDN BHD and Avid Sports Singapore Pte. Ltd.	Form F-1	333-276370	10.16	January 4, 2024
10.17***†	Senior Secured Credit Agreement, dated as of February 16, 2024, between Amer Sports, Inc. as Parent Guarantor, Amer Sports Corporation, Amer Sports Company, Amer Sports Canada Inc., Amernet Holding Sverige AB and Amer Sports Holding GmbH as Borrowers, J.P. Morgan Chase Bank, N.A. as Administrative Agent, J.P. Morgan SE as Swingline Lender and Wilmington Trust (London) Limited as Collateral Agent.				
10.18***†	Indenture, dated as of February 16, 2024, between Amer Sports Company as the Issuer, The Bank of New York Mellon as Trustee and Wilmington Trust (London) Limited as Notes Collateral Agent.				
12.1**	Certification of Jie (James) Zheng, Chief Executive Officer of Amer Sports, Inc., pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
12.2**	Certification of Andrew E. Page, Chief Financial Officer of Amer Sports, Inc., pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
13.1**	Certification of Chief Executive Officer of Amer Sports, Inc., pursuant to Section 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				

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<u>Exhibit</u>	<u>Description</u>	<u>Schedule/ Form</u>	<u>File Number</u>	<u>Exhibit</u>	<u>File Date</u>
13.2**	Certification of Chief Financial Officer of Amer Sports, Inc., pursuant to Section 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
15.1**	Consent of KPMG AB.				
97**	Executive Compensation Recoupment Policy.				
101.INS	Inline XBRL Instance Document.				
101.SCH	Inline XBRL Taxonomy Extension Schema Document.				
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.				
101.DEF	Inline XBRL Taxonomy Definition Linkbase Document.				
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.				
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.				
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).				

* Incorporated by reference

** Filed herewith

† Portions of this exhibit (indicated by asterisks) have been omitted as the registrant has determined that (i) the omitted information is not material and (ii) the omitted information is the type that the registrant treats as private or confidential.

Signatures

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on Form 20-F filed on its behalf.

Dated: March 18, 2024

Amer Sports, Inc.

By: /s/ Jie (James) Zheng

Name: Jie (James) Zheng

Title: Chief Executive Officer and Director

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Chief Financial Officer

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Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Amer Sports, Inc.

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of financial position of Amer Sports, Inc. and subsidiaries (the Company) as of December 31, 2023 and 2022, the related consolidated statements of loss and other comprehensive income and loss, consolidated statements of cash flows, and consolidated statements of changes in shareholders' equity (deficit) for each of the years in the three-year period ended December 31, 2023, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2023, in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Valuation of goodwill and trademarks for the Winter Sports Equipment and Peak Performance cash generating units

As described in Notes 2 and 9 to the consolidated financial statements, the Company's cash generating units (CGUs) are tested for impairment when management has identified indications of impairment or at least once a year. An impairment loss is recognized in the consolidated statement of loss and other comprehensive income and loss when the carrying amount of the CGU is greater than the recoverable amount. The recoverable amounts of all CGUs were determined by the higher of fair value less cost of disposal and value in use (VIU). VIU has been calculated using the discounted cash flow method for each CGU. The Company recorded goodwill and trademarks of USD 79.0 million and USD 132.5 million, respectively, for the Winter Sports Equipment CGU as of December 31, 2023. The Company recorded trademarks of USD 157.0 million for the Peak Performance CGU as of December 31, 2023.

We identified the evaluation of the impairment assessment of goodwill and trademarks of the Winter Sports Equipment and Peak Performance CGUs as a critical audit matter. A high degree of subjective auditor judgment was required to evaluate management's significant assumptions included in the projected discounted operating cash flows used in the determination of the recoverable amount of the Winter Sports Equipment and Performance Peak CGUs, specifically the revenue growth rates and discount rates assumptions. Additionally, the audit effort associated with this estimate required specialized skills and knowledge.

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The following are the primary procedures we performed to address this critical audit matter. We performed a sensitivity analysis over the revenue growth rates and discount rates assumptions to assess the impact that changes to the assumptions would have had on the recoverable amount of the Winter Sports Equipment and Performance Peak CGUs. We compared the Company's historical revenue forecasts for the Winter Sports Equipment and Performance Peak CGUs to actual results to assess management's ability to accurately forecast. We involved valuation professionals with specialized skills and knowledge, who assisted in evaluating:

- the discount rates by comparing them to a range of discount rates independently developed using publicly available market information
- the revenue growth rates by comparing them to a range of growth rates developed using publicly available information of revenue growth rates for comparable companies.

We have served as the Company's auditor since 2019.

/s/ KPMG AB
Stockholm, Sweden
March 18, 2024

AMER SPORTS, INC.

**CONSOLIDATED FINANCIAL STATEMENTS
COVERING THE FINANCIAL YEARS 2023, 2022 AND 2021**

December 31, 2023

Domicile:	Cayman Islands
Address:	Cricket Square, Hutchins Drive P.O. Box 2681 Grand Cayman KY1-1111 Cayman Islands
Entity registration number:	358866

Financial Statements

CONSOLIDATED STATEMENT OF LOSS AND OTHER COMPREHENSIVE INCOME AND LOSS

USD million (except for loss per share information)	Notes	For the year ended December 31,		
		2023	2022	2021
Continuing operations				
Revenue	4	4,368.4	3,548.8	3,066.5
Cost of goods sold		(2,092.3)	(1,785.2)	(1,560.9)
Gross profit		2,276.2	1,763.6	1,505.6
Selling, general and administrative expenses	5	(1,982.5)	(1,522.7)	(1,327.0)
Impairment losses	9; 28	(2.4)	(201.7)	(0.7)
Other operating income	6	11.2	11.4	9.0
Operating profit		302.5	50.6	186.9
Finance income		6.4	3.3	2.3
Finance cost		(413.4)	(236.5)	(279.0)
Net finance cost	11	(407.0)	(233.2)	(276.7)
Loss before tax		(104.6)	(182.6)	(89.8)
Income tax expense	12	(104.2)	(48.3)	(34.7)
Loss from continuing operations		(208.8)	(230.9)	(124.5)
Loss from discontinued operations, net of tax	29	—	(21.8)	(1.8)
Net loss		(208.8)	(252.7)	(126.3)
Loss attributable to:				
Equity holders of the Company		(208.6)	(252.7)	(126.3)
Non-controlling interests		(0.2)	—	—
Loss per share	30			
Basic loss per share (continuing operations)		(0.54)	(0.60)	(0.32)
Diluted loss per share (continuing operations)		(0.54)	(0.60)	(0.32)
Basic loss per share (discontinued operations)		—	(0.06)	0.00
Diluted loss per share (discontinued operations)		—	(0.06)	0.00
Total Basic loss per share		(0.54)	(0.66)	(0.33)
Total Diluted loss per share		(0.54)	(0.66)	(0.33)
USD million				
Net loss		(208.8)	(252.7)	(126.3)
Other comprehensive income (OCI)				
Items that will not be reclassified to profit or loss				
Remeasurement effects of postemployment benefit plans	8	4.4	14.1	23.2
Income tax related to remeasurement effects		(0.8)	(3.0)	(5.2)
Writedown of other investments through OCI		—	(10.9)	—
Items that subsequently may be reclassified to profit or loss				
Translation differences		(116.3)	148.1	260.5
Translation differences of disposed foreign subsidiary		—	—	(4.9)
Cash flow hedges	25	(9.4)	(11.6)	54.5
Income tax related to cash flow hedges	25	1.9	2.3	(10.9)
Other comprehensive income (loss), net of tax		(120.2)	139.0	317.2
TOTAL COMPREHENSIVE INCOME (LOSS)		(329.0)	(113.7)	190.9
Total comprehensive income (loss) attributable to:				
Equity holders of the Company		(328.8)	(113.7)	190.9
Non-controlling interests		(0.2)	—	—

The notes are an integral part of the consolidated financial information.

Financial Statements

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

ASSETS USD million	Notes	December 31, 2023	December 31, 2022
NON-CURRENT ASSETS			
Intangible assets	13	2,748.7	2,755.9
Goodwill	13	2,270.0	2,242.4
Property, plant and equipment	14	441.9	361.9
Right-of-use assets	22	317.1	183.6
Non-current financial assets	15	9.2	8.9
Other non-current assets		73.5	61.0
Deferred tax assets	12	161.7	108.7
TOTAL NON-CURRENT ASSETS		6,022.1	5,722.4
CURRENT ASSETS			
Inventories	16	1,099.6	912.5
Accounts receivable, net	28	599.8	675.4
Prepaid expenses and other receivables	17	162.3	173.3
Current tax assets		6.6	9.5
Cash and cash equivalents	15	483.4	402.0
TOTAL CURRENT ASSETS		2,351.7	2,172.7
TOTAL ASSETS		8,373.8	7,895.1

Financial Statements

SHAREHOLDERS' EQUITY (DEFICIT) AND LIABILITIES

USD million	Notes	December 31, 2023	December 31, 2022
EQUITY (DEFICIT)			
Share capital	18	642.2	642.2
Reserves	18; 25	(10.6)	(3.1)
Accumulated deficit and other	18	(791.8)	(713.0)
Equity (deficit) attributable to equity holders of the parent company		(160.2)	(73.9)
Non-controlling interests		3.4	—
TOTAL EQUITY (DEFICIT)		(156.8)	(73.9)
LIABILITIES			
LONG-TERM LIABILITIES			
Lease liabilities	19; 22	250.4	133.0
Loans from financial institutions	19	1,863.4	1,792.2
Loans from related parties	19; 26	4,077.0	4,039.0
Defined benefit pension liabilities	8	23.9	31.8
Other liabilities		29.4	11.9
Provisions	21	5.5	5.6
Long-term tax liabilities		32.1	20.8
Deferred tax liabilities	12	675.0	655.3
TOTAL LONG-TERM LIABILITIES		6,956.7	6,689.6
CURRENT LIABILITIES			
Interest-bearing liabilities	19	381.0	208.3
Lease liabilities	19; 22	89.4	63.5
Accounts payable		426.5	435.6
Other liabilities	20	567.5	498.8
Provisions	21	29.9	32.2
Current tax liabilities		79.6	41.0
TOTAL CURRENT LIABILITIES		1,573.9	1,279.4
TOTAL LIABILITIES		8,530.6	7,969.0
TOTAL SHAREHOLDERS' EQUITY (DEFICIT) AND LIABILITIES		8,373.8	7,895.1

The notes are an integral part of the consolidated financial information.

Financial Statements

CONSOLIDATED STATEMENT OF CASH FLOWS

USD million	Notes	For the year ended December 31,		
		2023	2022	2021
NET CASH FLOW FROM OPERATING ACTIVITIES				
Net loss		(208.8)	(252.7)	(126.3)
Adjustments for:				
Depreciation and amortization		220.9	197.0	206.1
Impairment (gains)/losses on continuing operations		2.4	201.7	0.7
Impairment losses on discontinued operations		—	—	77.5
(Gains)/losses on sale of discontinued operations		—	0.7	(116.0)
Share-based payments for equity-settled options	10	10.7	—	—
Gain on sale of property, plant and equipment		—	(0.3)	—
Other non-cash valuation (gains)/losses		14.7	11.3	(6.1)
Net finance expenses		407.0	232.7	277.0
Income tax expense		104.2	48.5	31.9
Changes in:				
Inventories		(175.1)	(355.2)	(50.9)
Trade receivables		83.8	(149.1)	36.2
Other current receivables		(42.1)	(24.9)	(17.9)
Accounts payables		(38.7)	115.5	43.4
Other liabilities		80.3	58.8	67.9
Cash generated from operating activities		459.4	84.0	423.5
Interest paid		(179.3)	(118.1)	(125.7)
Interest received		6.9	3.1	1.5
Income taxes paid		(88.0)	(60.7)	(31.3)
Total net cash flows from/(used in) operating activities		199.0	(91.7)	268.0
NET CASH FLOW FROM INVESTING ACTIVITIES				
Disposal of discontinued operations, net of cash disposed	29	—	20.3	393.8
Acquisition of subsidiaries, net of cash		(3.5)	—	—
Acquisition of property, plant and equipment		(123.6)	(77.7)	(60.7)
Acquisition of intangible assets		(12.7)	(32.1)	(33.0)
Proceeds from sale of property, plant and equipment		0.5	0.2	0.5
Acquisition of non-current financial assets		—	(19.4)	—
Acquisition of right-of-use assets		(15.5)	(9.9)	(5.2)
Net cash flow (used in)/from investing activities		(154.8)	(118.6)	295.4
NET CASH FLOW FROM FINANCING ACTIVITIES				
Proceeds from short-term borrowings from financial institutions		310.3	409.8	135.0
Repayments of short-term borrowings from financial institutions		(140.3)	(237.5)	(293.8)
Proceeds from long-term borrowings from related parties		—	11.7	—
Repayments of long-term borrowings from financial institutions		—	—	(120.8)
Repayments of long-term borrowings from related parties		(65.9)	—	(15.4)
Payments of lease liabilities		(75.4)	(73.5)	(72.8)
Other financing items*		6.4	(29.4)	(1.9)
Net cash flow from/(used in) financing activities		35.0	81.1	(369.7)
CHANGE IN CASH AND CASH EQUIVALENTS				
Cash and cash equivalents		79.3	(129.2)	193.6
Cash and cash equivalents at year end, continuing operations	15	483.4	402.0	566.7
Cash and cash equivalents at year end, discontinued operations		—	—	0.9
Translation differences		2.1	(36.4)	(22.4)
Cash and cash equivalents at year beginning		402.0	567.6	396.4
CHANGE IN CASH AND CASH EQUIVALENTS		79.3	(129.2)	193.6

* Includes cash flows from hedging intercompany items from the statement of financial position.

The notes are an integral part of consolidated financial information.

Financial Statements

CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY (DEFICIT)

USD million	Equity attributable to the equity holders of the parent company							Non-controlling interests	Total
	Share capital	Cash flow hedge reserve	Translation differences	Remeasurements	Other reserves	Accumulated deficit	Accumulated deficit and other		
Balance at January 1, 2021	640.4	(37.4)	(293.9)	7.9	—	(469.9)	(755.9)	—	(152.9)
Other comprehensive income:									
Translation differences	—	—	255.6	—	—	—	255.6	—	255.6
Remeasurement effects of postemployment benefit plans	—	—	—	23.2	—	—	23.2	—	23.2
Cash flow hedges	—	54.5	—	—	—	—	—	—	54.5
Income tax related to OCI	—	(10.9)	—	(5.2)	—	—	(5.2)	—	(16.1)
Loss for the period	—	—	—	—	—	(126.3)	(126.3)	—	(126.3)
Total comprehensive income, net of tax	—	43.6	255.6	18.0	—	(126.3)	147.3	—	190.9
Balance at December 31, 2021	640.4	6.2	(38.3)	25.9	—	(596.2)	(608.6)	—	38.0
Other comprehensive income:									
Translation differences	—	—	148.1	—	—	—	148.1	—	148.1
Remeasurement effects of postemployment benefit plans	—	—	—	14.1	—	—	14.1	—	14.1
Cash flow hedges	—	(11.6)	—	—	—	—	—	—	(11.6)
Income tax related to OCI	—	2.3	—	(3.0)	—	—	(3.0)	—	(0.7)
Writedown of other investment through OCI	—	—	—	—	(10.9)	—	(10.9)	—	(10.9)
Loss for the period	—	—	—	—	—	(252.7)	(252.7)	—	(252.7)
Total comprehensive income, net of tax	—	(9.3)	148.1	11.1	(10.9)	(252.7)	(104.4)	—	(113.7)
Transactions with owners:									
Capital increase	1.8	—	—	—	—	—	—	—	1.8
Balance at December 31, 2022	642.2	(3.1)	109.8	37.0	(10.9)	(848.9)	(713.0)	—	(73.9)
Other comprehensive income:									
Translation differences	—	—	(116.3)	—	—	—	(116.3)	—	(116.3)
Remeasurement effects of postemployment benefit plans	—	—	—	4.4	—	—	4.4	—	4.4
Cash flow hedges	—	(9.4)	—	—	—	—	—	—	(9.4)
Income tax related to OCI	—	1.9	—	(0.8)	—	—	(0.8)	—	1.1
Loss for the period	—	—	—	—	—	(208.6)	(208.6)	(0.2)	(208.8)
Total comprehensive income, net of tax	—	(7.5)	(116.3)	3.6	—	(208.6)	(321.3)	(0.2)	(329.0)
Transactions with owners:									
Share-based payments	—	—	—	—	10.7	—	10.7	—	10.7
Income tax related to share-based payments	—	—	—	—	(2.5)	—	(2.5)	—	(2.5)
Capital contribution	—	—	7.1	—	227.2	—	234.3	—	234.3
Initial investment from non-controlling owners	—	—	—	—	—	—	—	3.6	3.6
Balance at December 31, 2023	642.2	(10.6)	0.6	40.6	224.5	(1,057.5)	(791.8)	3.4	(156.8)

Note 18 provides additional information on shareholders' equity and note 25 on the cash flow hedge reserve.

The notes are an integral part of the consolidated financial information.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

1. THE COMPANY

Background and description of the business

Amer Sports, Inc. (formerly Amer Sports Management Holding (Cayman) Limited) (the “Company”) was founded on January 3, 2020 and is incorporated and domiciled in Grand Cayman, the Cayman Islands. The Company’s registered office is Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman KY1-1111, Cayman Islands. Hereinafter, the Company and its consolidated subsidiaries are referred to as the “Group” or “Amer Sports”. The ultimate parent company of the Group is Amer Sports Holding (Cayman) Limited (the “parent company”).

Amer Sports is a global platform of sport and outdoor brands, including Arc'teryx, Salomon, Wilson, Atomic and Peak Performance. Amer Sports manufactures, markets and sells sports equipment, apparel, and footwear through wholesale and direct to consumer channels globally and has a sales network in 34 countries, with North America, Europe, Asia and China being the main market areas.

Amer Sports Corporation, our wholly-owned subsidiary, was founded in 1950. On April 1, 2019, Amer Sports Corporation was acquired by a consortium consisting of ANTA Sports Products Limited (a sportswear company in China, “ANTA Sports”), FountainVest Partners (private equity firm in Asia), Anamer Investments Inc. (an investment vehicle owned by Chip Wilson) and Tencent Holdings Limited (a technology company in Asia), each of which initially owned their interests in Amer Sports Holding (HK) Limited, an indirect parent of Amer Sports Corporation following the acquisition, through Amer Sports Holding (Cayman) Limited (the “Acquisition”).

In 2022, in preparation for the initial public offering, that took place February 1, 2024 (the “IPO”), the Group undertook a reorganization pursuant to which Amer Sports Holding (Cayman) Limited exchanged its shares of Amer Sports Holding (HK) Limited for new shares of Amer Sports Management Holding (Cayman) Limited, the new holding company parent of Amer Sports Holding (HK) Limited. Amer Sports Holding (HK) Limited is the immediate parent of Amer Sports Holding 3 Oy, the predecessor entity of the Company (the “predecessor entity”). Amer Sports Corporation is a wholly-owned indirect subsidiary of the predecessor entity.

2. SIGNIFICANT ACCOUNTING POLICIES

Basis of preparation

The consolidated financial statements have been prepared in accordance with the International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB).

The consolidated financial statements are presented in millions of U.S. dollars (USD). The presented figures and percentages are subject to rounding adjustments, which may cause discrepancies between the sum of the individual figures and the presented aggregated column and row totals. The figures have been prepared under the historical cost basis except for the revaluation of financial instruments that are measured at revalued amounts or fair values at the end of each reporting period as well as derivative financial instruments at fair value, as explained in the accounting policies below. The consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the settlement of liabilities and commitments in the normal course of the business.

The preparation of consolidated financial statements requires the use of certain accounting estimates. The areas that require a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the consolidated financial statements, are disclosed below.

The consolidated financial statements for the Group have been authorized for issue by the Board of Directors on March 18, 2024.

Principles of consolidation

The consolidated financial statements comprise the financial statements of the parent company and include all subsidiaries over which the Group has control. The Group controls an entity where the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. Companies acquired during the financial year have been included in the consolidated financial statements from the date when control was obtained. Similarly, divested subsidiaries are included up to the date when control has been relinquished.

The ownership of the subsidiary shares within the Group are eliminated using the acquisition method. The transferred consideration and all the identifiable assets and liabilities of an acquired company are measured at fair values at the date of acquisition. Goodwill is recognized as the amount by which the total transferred consideration exceeds the fair value of the acquired net assets.

Intercompany transactions, profit distribution as well as intercompany receivables, liabilities and unrealized gains between Group companies are eliminated in consolidation.

Certain amounts have been reclassified from prior years' financial statements to conform to the current presentation.

Macroeconomic environment

The major events that impacted the business of the Group during the reporting periods were the Russia-Ukraine war, price inflation and increased interest rates.

Russia-Ukraine conflict

As a result of the conflict between Russia and Ukraine and the sanctions imposed against Russia, the Group put all its shipments to Russia on hold on February 26, 2022 and suspended all significant commercial activities in Russia by the end of fiscal year 2022 indefinitely, including store, e-commerce channels, and shipments to the Company's wholesale partners. The Group's sales in Russia were USD 56.0 million in 2021 and decreased to USD 18.7 million in 2022 and USD 6.9 million in 2023. The total assets of our Russian subsidiary ASRUS ZAO Amer Sports amounted to USD 22.4 million as of December 31, 2022 and USD 15.1 million as of December 31, 2023. The Company maintains a leased office space in Russia and a limited number of employees to safeguard the operations of the entity, file statutory financial statements and monitor the local market to secure the Company's global brand assets.

Price inflation and increased interest rates

Amer Sports encountered rising costs in energy, logistics, labor, and other aspects of its business model. Furthermore, macro-economic factors such as increasing interest rates may contribute to a potential recession in specific markets. These uncertainties could temporarily impact overall customer demand. Nonetheless, the Company addresses inflation by adjusting customer prices, aligning them with expected increases in recommended retail prices from suppliers when determining its own price adjustments.

Assets held for sale and discontinued operations

Assets or a disposal group of assets and liabilities is categorized as held for sale when the economic benefits gained from it will be accrued primarily from its sale rather than from continuous use. Assets or disposal groups held for sale are measured at the lower of carrying amount or fair value less costs to sell and disclosed as a separate line item in the consolidated statement of financial position. These assets are not amortized or depreciated.

An impairment loss is recognized for any initial or subsequent write-down of the asset or a disposal group to fair value less costs to sell. A gain is recognized for any subsequent increases in fair value less costs to sell of an asset or a disposal group, but not in excess of any cumulative impairment loss previously recognized. A gain or loss not previously recognized by the date of the sale of the non-current asset or a disposal group is recognized at the date of derecognition.

A discontinued operation is a component of the Group's business that has been disposed of or will be disposed of in accordance with a coordinated plan. It represents a separate major line of business or geographical area of operations. Any gain or loss from disposal, together with the profit or loss of a discontinued operation until the date of disposal, is reported separately from income and expenses of the continuing operations in the consolidated statement of loss and other comprehensive income and loss. The prior periods in these statements are presented on a comparative basis. Intercompany income and expenses between continuing and discontinued operations are eliminated.

More details on the assets held for sale and discontinued operations are disclosed under note 29.

New and amended standards and interpretations

The Group has applied the following new and revised standards, amendments and interpretations that are required to be applied as of January 1, 2023:

- IFRS 17: Insurance contracts – no material impact
- IAS 1 and IFRS Practice statement 2 (amendment): Disclosure of Accounting Policies – no material impact
- IAS 8 (amendment): Definition of Accounting Estimates – no material impact
- IAS 12 (amendment): Deferred tax related to Assets and Liabilities arising from a Single Transaction – no material impact
- Small changes to various standards or interpretations as part of the annual improvements to IFRS project – no material impact

New IFRS standards not yet effective

The following standards that are issued but not yet effective will be adopted in 2024 or later:

- IAS 1 (amendment): Classification of Liabilities as Current or Non-current, Non-current liabilities with Covenants
- IFRS 16 (amendment): Lease liability in a Sale and Leaseback
- IAS 7 and IFRS 7 (amendment): Supplier finance arrangements
- IAS 21 (amendment): Lack of exchangeability
- Small changes to various standards or interpretations as part of the annual improvements to IFRS project

Management has concluded that the adoption of any of the above accounting pronouncements, that were issued but not effective for the period ended December 31, 2023, will not have a material impact on the Group's consolidated financial statements.

Foreign currency transactions and translation

The Company's consolidated financial statements are presented in USD. The functional currency of the parent company is EUR, while the functional currency for each subsidiary is its local currency or the currency in which the subsidiary mainly operates. Transactions involving the translation to the respective functional currencies of values denominated in foreign currencies are classified as monetary or non-monetary, thereby defining the measurement and recognition of foreign currency translation gains and losses applicable to a transaction.

The Group companies record transactions in foreign currencies at the rate on the transaction date or at an estimated rate sufficiently close to the rate on the transaction date. Assets and liabilities denominated in foreign currencies that are outstanding at the end of the financial year are translated at the closing rate of exchange in effect on the balance sheet date. Foreign exchange gains and losses related to operational transactions are presented within operating expenses above Operating profit. Exchange rate gains and losses on foreign currency-denominated loans and other receivables and liabilities connected with financing transactions are recorded at their net values as finance income and expenses.

The consolidated statement of loss and other comprehensive income and loss is translated into U.S. dollars by consolidating each calendar month separately using the actual daily average for the month, whereby the sum of the twelve calendar months represents the whole year. Translation differences arising from the translation of the net investment in non-U.S. operations are booked to translation differences in other comprehensive income. On disposal of a foreign operation, the accumulated amount of translation differences relating to the disposed foreign operation is reclassified to profit or loss.

Financial instruments

A financial instrument is a contract that gives rise to a financial asset of one party and a financial liability or equity instrument of another party. These include both non-derivative financial instruments, such as accounts receivables and payables, and derivative financial instruments, such as foreign exchange contracts.

Financial assets

Categorization and measurement

In accordance with IFRS 9 *Financial Instruments*, financial assets are categorized as:

- I. financial assets at fair value through profit or loss
- II. financial assets measured at amortized cost
- III. financial assets at fair value through other comprehensive income and loss (OCI)

The classification of financial assets at initial recognition depends on the contractual cash flow characteristics of the financial asset and the Group's business model for managing them. All purchases or sales of financial assets are recognized on the settlement date.

Financial assets at fair value through profit or loss include financial assets held for trading, financial assets designated upon initial recognition at fair value through profit or loss, or financial assets mandatorily required to be measured at fair value. Derivatives are classified at fair value through profit and loss unless they are designated as effective hedging instruments.

Financial assets at fair value through profit or loss are carried in the statement of financial position at fair value with net changes in fair value recognized in the consolidated statement of loss and other comprehensive income and loss. Assets in this category are classified as current assets, except for maturities over 12 months after the balance sheet date.

The Group measures financial assets at amortized cost if both of the following conditions are met:

- the financial asset is held within a business model with the objective to hold financial assets in order to collect contractual cash flows; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding

Financial assets at amortized cost are subsequently measured using the effective interest method and are subject to impairment. Gains and losses are recognized in profit or loss when the asset is derecognized, modified or impaired. Financial assets are included in current assets, except for maturities over 12 months after the balance sheet date.

The Group's financial assets at amortized cost include accounts receivables, other non-current financial assets and other non-interest yielding receivables.

The Group measures financial assets at fair value through OCI (FVOCI) if both of the following conditions are met:

- the financial asset is held within a business model with the objective of both holding to collect contractual cash flows and selling; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding

For financial assets at fair value through OCI, interest income, foreign exchange revaluation and impairment losses or reversals are recognized in the consolidated statement of loss and other comprehensive income and loss and computed in the same manner as for financial assets measured at amortized cost. The remaining fair value changes are recognized in OCI.

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Financial assets at fair value through OCI are measured at their fair value by applying the market prices at the balance sheet date or some other determination of value used by the Company. The change in fair value is presented in fair value and other reserves under shareholders' equity. Fair value changes are transferred from shareholders' equity to the consolidated statement of loss when the asset is sold or its value has been impaired such that an impairment loss must be recognized. Financial assets at fair value through OCI whose fair value cannot be determined reliably are measured at cost or a lower value if they are impaired. Financial assets at fair value through OCI are included in non-current assets unless the investment matures or management intends to dispose of it within 12 months after the balance sheet date.

Derecognition

A financial asset is derecognized when the contractual rights to receive cash flows from the financial assets have expired or have been transferred and the Group substantially transferred all rewards and risks associated with the ownership. In the case of sales of trade receivables, essentially all rewards and risks are transferred to the buyer of the receivables.

Impairment

Loss allowances are recognized for expected credit losses (ECL) on a financial asset that is measured at amortized cost or at fair value through OCI. For trade receivables, the Group adopts the so-called simplified approach, which does not require the recognition of periodic changes in credit risk, but rather the accounting of an expected credit loss calculated over the entire life of the credit (lifetime ECL) according to the provision matrix approach. ECLs of accounts receivable are measured on a collective basis. The grouping is based on geographical region, customer rating, the type of collateral or whether the receivables are covered by trade credit insurance as well as the type of customer. The ECL model is forward-looking and the expected default rates are based on the realized losses in the past based on the previous three years considering the time value of money, probability-weighted outcome, supportable information available without undue cost or effort about the past events, current conditions and forecasts of future economic conditions. The lifetime ECL allowances are calculated using the gross carrying amounts of the outstanding trade receivables and the expected default rates with probability-weighted outcomes. The historically observed default rates are updated annually. In addition, forward-looking specific provision is prepared in cases where the basic ECL allowance based on the historical loss data does not cover expected losses, which includes the impact of expected changes in the economic, regulatory and technological environment (such as industry outlook, GDP, employment, politics), and external market indicators. The estimates are based on a systematic, on-going review and evaluation performed as part of the credit-risk evaluation process. The specific provision is updated on a quarterly basis.

Financial liabilities

In accordance with IFRS 9 *Financial Instruments*, financial liabilities are categorized as:

- I. financial liabilities at fair value through profit or loss
- II. financial liabilities measured at amortized cost

Financial liabilities at fair value through profit or loss include derivatives that are classified at fair value through profit and loss unless they are designated as effective hedging instruments.

Financial liabilities measured at amortized cost are initially carried at fair value. Transaction costs are included in the original carrying amount of financial liabilities. All financial liabilities are subsequently carried at amortized cost using the effective interest rate method. Financial liabilities are classified as current liabilities, except for maturities over 12 months after the balance sheet date, in which case they are classified as long-term liabilities.

Current financial liabilities include current interest-bearing liabilities, accounts payables and other current liabilities. Accounts payables correspond primarily to trade payables. They also include payables that have been transferred to a vendor financing program, as there is no material difference in the nature or terms of the liabilities compared to other trade payables.

Long-term financial liabilities include long-term loans from financial institutions, loans from related parties and other liabilities.

Derivatives

The Group's derivative instruments may include foreign exchange forward contracts and options, interest rate swaps, interest rate options and cross-currency swaps. Foreign exchange forward contracts and options are used to hedge against changes in the value of receivables and liabilities denominated in a foreign currency, and interest rate swaps and interest rate options to hedge against interest rate risk. Cross-currency swaps are used to hedge against changes in value of foreign currency denominated receivables and liabilities and against interest rate risk.

Foreign exchange forward contracts and options, interest rate swaps and options and cross currency swaps are measured at fair value on the day that the Group becomes a party to the contract. Subsequent measurement is also at fair value. Foreign exchange derivatives are measured at fair value using the closing rates quoted by the European Central Bank on the reporting date together with common pricing models that are used for valuation of foreign exchange forward contracts and options. The fair values of interest rate and cross currency swaps are calculated as the current value of future cash flows. Interest rate options are valued with year-end interest rates together with common option pricing models.

Gains and losses from fair value measurement are treated in accordance with the purpose of the derivative financial instrument. For maturities below 12 months after the balance sheet date, the fair value of the derivatives is presented in prepaid expenses and other receivables or other liabilities. For maturities over 12 months, the fair value is presented in other non-current assets or other liabilities.

Changes in the value of derivative instruments, which do not qualify for hedge accounting are recorded as finance income and expenses, except for when they are associated with hedging the cash flow from operating activities, in which case they are recorded in other operating income and expenses.

Hedge accounting

The Group applies cash flow hedge accounting to foreign exchange derivatives that hedge material cash flows from operating activities. The effective portion of changes in the fair value of derivatives that are designated and qualify as cash flow hedges, in accordance with IFRS 9 *Financial Instruments*, is recognized in the fair value and other reserves under shareholders' equity. Any ineffective component, however, will be immediately recognized in the consolidated statement of loss and other comprehensive income and loss. The cumulative change in gains or losses for the effective hedges is transferred to the income statement for the period when the hedged item is recorded in the consolidated statement of loss and other comprehensive income and loss.

When a hedging instrument expires, is sold, or if the hedge does not meet the requirements set for hedge accounting under IFRS 9 *Financial Instruments*, any cumulative gain or loss recorded in equity remains in equity until the forecasted transaction is recorded in the consolidated statement of loss and other comprehensive income and loss. When the forecasted cash flow is no longer expected to occur, the cumulative gain or loss that was reported in equity is immediately recorded in other operating income and expenses in the case of an operating cash flow hedge.

When initiating hedge accounting, the Group documents the correlation between the hedged item and the hedging instruments, as well as the Group's risk management objective and hedge initiation strategy. The Group documents and evaluates the effectiveness of hedges when initiating hedging and on a quarterly basis by examining the degree to which the hedging instrument offsets changes in the fair value and cash flow of the hedged item.

The Group does not hedge the net investment in foreign subsidiary operations with derivatives.

Cash and cash equivalents

Cash and cash equivalents comprise cash in hand and deposits held at call with banks.

Revenue recognition

Revenue comprises sale of products and services, and license fees. Revenue is presented net of value added tax, discounts, incentives, rebates earned by customers, and estimated returns.

Management applies the following five step model when determining the timing and amount of revenue recognition:

1. identifying the contracts with customers,
2. identifying the separate performance obligations,
3. determining the transaction price,
4. allocating the transaction price to separate performance obligations, and
5. recognizing revenue when each performance obligation is satisfied.

Revenue is recognized at the point in time when control of the products and services are transferred to the customer in accordance with the terms of delivery at an amount that reflects the consideration to which the Group expects to be entitled in exchange for those products and services in the ordinary course of the Group's activities.

Revenue recognized from services comprises mainly freight services in the Group's operating segments. The revenue from the freight services is recognized at a point in time upon the delivery of the goods when the control has been transferred to the customer.

The Group sells products and services through three channels: wholesale, own retail and ecommerce, with the latter two belonging to direct-to-consumer (DTC).

In wholesale, volume rebates, performance bonuses and payment term discounts are offered to certain major customers. The Group typically applies the expected value method to estimate the variable consideration for the expected future rebates and performance bonuses. Certain contracts provide wholesale customers with a right to return goods within a specified period. The Group recognizes a refund liability as a reduction of revenue and a corresponding right of return asset as reduction of cost of goods sold based on the expected future return rates derived from historical data.

In own retail and ecommerce, revenue is recognized when control of the products is transferred to the customer, which occurs upon delivery to the customer or point of sale for sales in own retail stores. In ecommerce, the products sold online can be returned within 14-30 days of receipt of the products. For expected returns, the Group recognizes a refund liability as a reduction of revenue and a corresponding right of return asset as reduction of cost of goods sold based on the expected future return rates derived from historical data. A contract liability is recognized from the sale of gift cards in own retail and ecommerce. The Group expects to be entitled to a breakage amount. It recognizes breakage amount as revenue in proportion to the pattern of rights exercised by customers based on historical data.

The Group provides warranties that promise the customer that the delivered product is as typically specified in the contract and covers general repairs for defects that existed at the time of sale, as required by law. These assurance-type warranties are accounted for under IAS 37 *Provisions, Contingent Liabilities and Contingent Assets*.

Revenue obtained from other companies is booked to license income when such companies manufacture or sell products bearing the Group's trademarks. License income based on fixed license agreements is recognized evenly throughout the financial year, while license income determined by sales volumes is recognized during the financial year as the licensee generates sales revenue. The non-refundable minimum guarantees related to certain licensing agreements are for functional intellectual properties, while the guarantee revenue is recognized at the point in time the control of the license is transferred to the customer.

Pension plans

The Group's pension arrangements comply with the local rules and practices of the countries where the Group operates. The Group's pension arrangements are either defined contribution or defined benefit plans. Under defined contribution based plans, the Group pays fixed contributions into a separate entity (a fund) and does not have any legal or constructive obligation to pay further contributions. Under defined contribution plans, the Group's contributions are recorded as an expense in the period to which they relate.

Defined benefit plans are post-employment benefit plans other than defined contribution plans. The defined benefit plans are partially or fully funded through payments to insurance companies or contributions to trustee-administered funds. In defined benefit plans, the pension expenses recognized in the consolidated statement of loss and other comprehensive income and loss are determined using the projected unit credit method, which calculates the present value of the obligation and the related service costs. The pension liability is measured by calculating the present value of future pension obligations, discounted using the market yield on high quality corporate bonds or government bonds in countries where there is no deep market for such bonds. The defined benefit plan asset is measured at fair market value as of the reporting date. The net liability (asset) recognized in the consolidated statement of financial position is the present value of the pension obligation less the fair value of the plan assets.

All actuarial gains and losses relating to post-employment benefits are recognized in full in other comprehensive income and loss. For other long-term employee benefits, the Group recognizes actuarial gains and losses immediately in the consolidated statement of loss. All past service costs are recognized immediately in the consolidated statement of loss when the plan amendment, curtailment or settlement occurs. Net interest expense (income) is determined based on the net defined benefit liability (asset) and the discount rate at the beginning of the year.

Expenses related to defined benefit post-employment plans are reported as follows:

- service cost
- net interest expense
- remeasurement components under OCI. Actuarial gains and losses are not classified to the consolidated statement of loss in subsequent periods.

Share-based payments

The Group's key employees have been granted options under two share-based incentive plans - the Employee Stock Ownership Plan 2019 and Employee and Stock Ownership Plan 2023. Options settled in shares only are measured on the grant date. Options settled in cash or shares at the election of certain employees are remeasured to fair value at the end of each reporting period until settlement. The share-based payments expense is recognized over the requisite service period with the offsetting credit to equity for options that are settled in shares, and with the offsetting credit to liabilities for options that are settled in cash or shares at the election of certain employees, when it is probable that the service vesting condition and non-market performance condition, if applicable, will be met.

When the terms or conditions of options granted to employees have been modified, the effect of modifications that increase the total fair value of the share-based payment arrangement or are otherwise beneficial to the employees would be recognized. The incremental fair value granted is the difference between the fair value of the modified options and that of the original options, both estimated as at the date of the modification. When modification occurs during the vesting period, the incremental fair value granted is included in the measurement of the amount recognized for services received over the period from the modification date until the date when the modified options vest, in addition to the amount based on the grant date fair value of the original options, which is recognized over the remainder of the original vesting period. When a modification changes the classification of a share-based payment transaction from cash-settled award to equity-settled award, the liability for the cash-settled award is remeasured until the modification date and is reclassified to equity.

Income taxes

Current income taxes

Current income taxes comprise the taxes for the financial year calculated based on the result for the period and in accordance with the tax legislation of each company's local domicile as well as assessed or returned taxes for previous financial periods.

Deferred taxes

Deferred tax assets and liabilities are calculated on all temporary differences between the book and tax base of assets in accordance with the tax rate at the balance sheet date or with the substantially enacted future tax rate. Temporary differences arise from factors such as unused tax losses, depreciation differences, provisions, defined benefit pension plans, the fair valuation of derivative financial instruments, the internal inventory margin as well as measurements to fair value of assets in connection with business acquisitions. Deferred tax liabilities are not recognized for unremitted earnings of subsidiaries to the extent that they are expected to be permanently invested in international operations. These earnings, the amount of which cannot be practicably computed, could become subject to additional tax if they were remitted as dividends or if the Company were to sell the shareholdings in the subsidiaries. A deferred tax asset is recognized as a result of unused tax losses and other temporary differences to the extent that it is probable that these can be utilized in future financial periods. For the assessment of probability, in addition to past performance and the respective prospects for the foreseeable future, appropriate tax structuring measures are also taken into consideration. Deferred tax assets and liabilities are offset when they relate to income taxes levied by the same tax authority and the same taxable entity, and are expected to reverse in a period or periods in which the tax loss or credit can be utilized.

Segment information

The Group's organizational structure comprises the following reportable segments for financial reporting purposes: Technical Apparel consisting of the brands Arc'teryx and Peak Performance, Outdoor Performance consisting of the brands Salomon, Atomic, Armada and ENVE, and Ball & Racquet Sports consisting of the brands Wilson, Demarini, Louisville Slugger, Evoshield and ATEC. The Group reports revenue for four geographical areas: EMEA, Americas, Greater China and Asia Pacific excluding Greater China.

The CEO is the chief operating decision-maker who monitors the operating results of the segments to assess performance and make decisions about resource allocation.

Business combinations

Business combinations are accounted for using the acquisition method. The consideration transferred in a business combination is measured as the aggregate of the fair values of the assets transferred, and liabilities incurred towards the former owners of the acquired entity. Acquisition-related costs are recognized as expenses in the consolidated statement of loss and other comprehensive income and loss in the period in which the costs are incurred and the related services are received.

Intangible assets

The Group's intangible assets and goodwill primarily result from the acquisition of Amer Sports Corporation and its subsidiaries by Amer Sports Holding Oy on April 1, 2019. Following the initial recognition, intangible assets are carried at cost less any accumulated amortization and accumulated impairment losses, if any. The useful life of intangible assets is assessed as either finite or indefinite.

Intangible assets with indefinite useful lives

Intangible assets with indefinite useful lives comprise brand names and trademarks. As the brand names and trademarks are core to the business and as there is no foreseeable limit to the future cash flows generated by the intangible assets, brand names and trademarks are assessed as indefinitely lived. Brand names and trademarks with indefinite useful lives are not amortized but tested for impairment at least on an annual basis (see impairment of assets below). Impairment testing is performed by comparing the recoverable amount of the asset to its carrying value. Any resulting impairment loss is recorded in the consolidated statement of loss and other comprehensive income and loss.

Intangible assets with finite useful lives

Intangible assets with a finite useful life consist of patents and software licenses, and are amortized on a straight-line basis over the useful life of 3 to 15 years. Patents and software licenses are reviewed at the end of each reporting period to determine whether there is any indication of impairment and if any impairment indication exists, the asset is then tested for impairment.

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Development expenses are capitalized when they meet the recognition criteria in IAS 38 *Intangible Assets* and amortized during their useful lives.

The Group capitalizes development costs as intangible assets only when the following criteria are met:

- the technical feasibility of completing the intangible asset exists,
- there is an intent to complete and an ability to use or sell the intangible asset,
- the intangible asset will generate probable future economic benefits,
- there are adequate resources available to complete the development and to use or sell the intangible asset, and
- there is the ability to reliably measure the expenditure attributable to the intangible asset during its development.

Goodwill

Goodwill represents the difference between the cost of the acquisition and the fair value of the net identifiable assets measured at the date of acquisition. Goodwill is stated at historical cost less any accumulated impairment losses and is not amortized. Goodwill has been allocated to the cash-generating units (CGU) and are tested for impairment annually and if there are triggering events by comparing the recoverable amount of a CGU to its carrying value. An impairment loss is recognized in the consolidated statement of loss and other comprehensive income and loss, if the carrying amount of the CGU exceeds its recoverable amount.

Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation and any impairment losses.

Depreciation is calculated on a straight-line basis in order to write down the cost of the assets to their residual values over their expected useful lives, adjusting for any impairment. The depreciation periods are:

Asset category	Estimated useful life
Buildings and constructions	25-40 years
Machinery and equipment	3-10 years
Leasehold improvements	shorter of the lease term or useful life

Land areas are not depreciated.

Property, plant and equipment are reviewed at the end of each reporting period to determine whether there is any indication of impairment. If any such indication exists, the asset is then tested for impairment by comparing its recoverable amount to its carrying value. Impairment losses are recorded in the consolidated statement of loss and other comprehensive income and loss.

Leases

At the inception of a contract, the Group assesses whether the contract is, or contains, a lease. The contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

The lease contracts, where the Group acts as a lessee under IFRS 16 *Leases* consist mainly of real estate (e.g. retail stores, offices, warehouses) and cars. The Group recognizes a right-of-use asset and a lease liability at the lease commencement date.

The Group has elected to use the exemptions proposed by the standard on lease contracts for which the lease term is shorter than 12 months and on lease contracts for which the underlying asset is of low-value (e.g. laptops, mobile phones; below USD 5 thousand). The lease expenses for short-term and low-value contracts as well as for lease contracts with variable leases based on net sales of the leased premises are recognized as rent expenses over the lease term in the consolidated statement of loss and other comprehensive income and loss.

Lease liabilities

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Group's incremental borrowing rate. Generally, the incremental borrowing rate is applied. The Group determines its incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and the type of the leased asset.

Lease payments included in the measurement of the lease liability comprise the fixed payments (including the in-substance fixed payments), variable lease payments that depend on an index or a rate, amounts expected to be payable under a residual value guarantee, and the exercise price under a purchase option that the Group is reasonably certain to exercise, lease payments in an optional renewal period if the Group is reasonably certain to exercise an extension option, and penalties for early termination of a lease unless the Group is reasonably certain not to terminate early. The Group applies judgment in evaluating whether it is reasonably certain to exercise or not to exercise the option to extend or terminate the lease. It considers all relevant factors that create an economic incentive for it to exercise either the extension or termination.

The lease liability is measured at amortized cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or a rate, if there is a change in the Group's estimate of the amount expected to be payable under a residual value guarantee, if the Group changes its assessment of whether it will exercise a purchase, extension or termination option or if there is a revised in-substance fixed lease payment. A corresponding adjustment is done to the carrying amount of the right-of-use asset, or it is recorded in the consolidated statement of loss and other comprehensive income and loss if the carrying amount of the right-of-use asset has been reduced to zero.

Right-of-use assets

The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying assets or the site on which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the end of the lease term, unless the lease transfers ownership of the underlying asset to the Group by the end of the lease or the cost of the right-of-use asset reflects that the Group will exercise a purchase option. In that case, the right-of-use asset is depreciated over the useful life of the underlying asset, which is determined on the same basis as for the property, plant and equipment. In addition, the right-of-use asset is reduced by potential impairment losses, and adjusted for certain remeasurements of the lease liability.

In 2022, the Group applied the amendments to IFRS 16 *Leases* as an optional practical expedient to allow lessees not to account for rent concessions as lease modifications if they are a direct consequence of COVID-19 and meet certain conditions. The practical expedient applies only if the revised consideration is substantially the same or less than the original consideration, the reduction in lease payments relates to payments due on or before June 30, 2022, and no other substantive changes have been made to the terms of the lease. All those rent concessions that met the aforementioned conditions were recognized as variable lease payment reductions in the consolidated statement of loss and other comprehensive income and loss. In 2023 the amendment to IFRS 16 was no longer valid.

Impairment of non-financial assets

The Group's operations have been divided into cash generating units (CGU) representing the Group's brands and reflecting the lowest level at which goodwill is monitored for internal management purposes. A cash generating unit determined for the impairment testing purposes is the smallest group of assets generating cash inflows largely independent of the cash inflows from other assets or groups of assets.

At each reporting date, the Group reviews the carrying amounts of its non-financial assets to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. Goodwill is tested annually for impairment.

Impairment testing is performed by comparing the recoverable amount of an asset or CGU to its carrying amount. The recoverable amount of an asset or CGU is the higher of its fair value less costs of disposal and value in use ("VIU"). VIU has been calculated using the discounted cash flow method for each CGU (refer to note 9 for further details).

An impairment loss is recognized if the carrying amount of an asset or CGU exceeds its recoverable amount. Impairment losses are recognized in the consolidated statement of loss and other comprehensive income and loss. They are allocated first to reduce the carrying amount of any goodwill allocated to the CGU, and then to reduce the carrying amounts of the other assets in the CGU on a pro rata basis.

An impairment loss in respect of goodwill is not reversed. For other assets, an impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortization, if no impairment loss had been recognized.

Inventories

Inventories are measured at the lower of cost calculated according to the first-in-first-out principle or the net realizable value. For self-manufactured products, the cost includes direct wages and raw material costs as well as a portion of the indirect costs. Net realizable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

When circumstances that previously caused inventories to be written down below cost no longer exist or when there is clear evidence of an increase in realizable value, the amount of the write-down previously recorded is reversed.

Provisions

Obligations arising as the consequence of a past event, which are legal or which the Company has an actual obligation to settle and are considered certain or likely to occur, are recognized in the consolidated statement of loss and other comprehensive income and loss. They are presented in the consolidated statement of financial position as provisions when it is probable that the resources will be transferred out of the Group but the precise amount or timing is not known. The most important regular provisions are due to the repair or replacement of products during the warranty period. These provisions are determined on the basis of historical experience. A provision for reorganization is made when the Group has drawn up a detailed reorganization plan and announced the reorganization.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, where appropriate, the risks specific to the liability. Where discounting is used, the increase in the provision due to the passage of time is recognized in the consolidated statement of loss and other comprehensive income and loss.

Significant accounting judgments, estimates, and assumptions

When preparing the consolidated financial statements, the Group's management makes judgments and estimates influencing the content of the consolidated financial statements and it must exercise its judgment regarding the application of accounting policies. The judgments and estimates are based on a set of underlying data that may include management's historical experience, knowledge of current event and conditions, and other factors that are believed to be reasonable under the circumstances. Management continuously evaluates the judgments and estimates it uses. These estimates have been applied in a manner that is consistent with prior periods. There are no known trends, commitments, events or uncertainties that the Group believes will materially affect the methodology or assumptions used in making these judgments and estimates in the consolidated financial statements.

The following are the accounting policies subject to judgments and estimates that the Group believes could have the most significant impact on the amounts recognized in the consolidated financial statements.

Actual results may differ from these estimates. Any changes in the estimates and assumptions are recognized in the period in which the estimate or assumption is revised.

Impairment of non-financial assets

The carrying amounts of non-current tangible and intangible assets are assessed by means of impairment tests whenever there is an indication of impairment. Any impairment of goodwill and other intangible assets having an indefinite useful life are nevertheless assessed at least once a year.

More details of the impairment are disclosed under note 9.

Provisions

Provisions are recognized in the consolidated statement of financial position when there is a legal or actual obligation for the Company to settle an obligation arising as the consequence of a past event that is considered certain or likely to occur. The most important regular provisions are due to the repair or replacement of products during the warranty period. These provisions are determined on the basis of historical experience. The provisions recognized represent management's best estimate of the present value of the future costs assumed to be incurred. The actual costs may differ from the estimated.

More details on the provisions are disclosed in note 21.

Accounts receivable

The Group has a significant number of customers which minimizes the concentration of credit risks. Ongoing estimates are done related to the ability to collect the Group's accounts receivables and maintain an allowance for estimated credit losses resulting from the ability of the Group's customers to make the required payments. The historical levels of credit losses are considered to make judgments about the creditworthiness of the customers based on ongoing credit evaluations.

More details on the aging and valuation provisions of the accounts receivables are disclosed in note 28.

Inventories

Inventory is carried at the lower of cost calculated according to the first-in-first-out principle or the net realizable value. The net realizable value requires an estimate of the products' future selling prices. When assessing the net realizable value of the inventories, the Group considers multiple factors and uses estimates related to fluctuations in inventory levels, aging of inventory, customer behavior and anticipated sales volume, seasonality, expected selling prices and selling costs.

More details on the inventory provisions are disclosed in note 16.

Income taxes

Management judgment is required in determining provisions for income taxes, deferred tax assets and liabilities and the extent to which deferred tax assets can be recognized. The Group is also subject to income taxes in various jurisdictions. Judgment is required in determining the Group's provision for income taxes. There may be transactions and calculations for which the ultimate tax determination is uncertain during the ordinary course of business. The Group anticipates questions arising in tax audits and recognizes liabilities for anticipated tax audit issues based on estimates of whether additional taxes will be due. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will impact the income tax and deferred tax provisions in the period in which such determination is made.

More details on the income taxes are disclosed under note 12.

Pension plans

The present value of the pension obligations depends on a number of factors that are determined on an actuarial basis using a number of assumptions. The assumptions used in determining the net cost (or income) for pensions include the discount rate. Any changes in these assumptions will impact the carrying amount of pension obligations.

The Group determines the appropriate discount rate at the end of each year. This is the interest rate that should be used to determine the present value of estimated future cash outflows expected to be required to settle the pension obligations. Other key assumptions for pension obligations are based in part on current market conditions.

More details on the pension plans are disclosed under note 8.

Share-based payments

Options granted will vest upon satisfaction of service and performance conditions, and an exit event (a public offering of the shares of the Company or a sale of the controlling majority of the shares in the Company or business assets) (the “exit event”), which is a non-market performance condition. For options with service and/or performance conditions, the amount of compensation expense recognized is based on the number of awards expected to vest, reflecting estimated expected forfeitures, and is adjusted to reflect those awards that do ultimately vest. The forfeiture rate is based on management’s best estimate of expected forfeitures, taking into consideration historical trends and expected future behavior. For options with a non-market performance condition (i.e. exit event), the Company recognizes the expense if and when the Company concludes that it is probable that the exit event will be achieved. The Company deemed the exit event probable as of December 28, 2023.

The fair values of the options at grant date, at modification date and at the end of the reporting period are estimated using the Monte Carlo simulation model including any market performance conditions and excluding the impact of any service and non-market performance vesting conditions.

3. SEGMENT REPORTING

The Group’s Chief Operating Decision Maker (“CODM”) reviews results of operations to make decisions about allocating resources and assessing performance. Based on the current reporting structures, decision-making processes and considering the aggregation criteria in IFRS 8.12, the Company identified three reportable segments: Technical Apparel, Outdoor Performance as well as Ball & Racquet Sports.

Operating and reportable segments

The Company has four operating segments: Technical Apparel, Salomon, Winter Sports Equipment and Ball & Racquet Sports. As permitted by IFRS 8 *Operating segments*, the Company assessed, based on the qualitative aggregation criteria mentioned in IFRS 8.12 and on a quantitative analysis based on gross margins, if Salomon and Winter Sports Equipment are similar and could be aggregated to one reportable segment. The following aggregation criteria were analyzed by the Company: Nature of the products and services, nature of the production processes, type or class of customer for the products and services and methods used to distribute the products or provide the service. Based on the Company’s assessment, the Company concluded that the operating segments Salomon and Winter Sports Equipment are similar and can be aggregated into the reportable segment Outdoor Performance. Therefore, the Company identified three reportable segments: Technical Apparel, Outdoor Performance as well as Ball & Racquet Sports. The Company measures each operating segment’s performance based on revenue and adjusted operating profit as these are the measures used by the CODM for assessing the performance of operating segments. Each of the segments includes different brands and comprises a range of products.

Technical Apparel

Technical Apparel includes outdoor apparel, footwear and accessories and consists of the Arc'teryx and Peak Performance brands.

Outdoor Performance

Outdoor Performance includes outdoor apparel, footwear, accessories and winter sports equipment and consists of our Salomon, Atomic, Armada and ENVE brands. While the operating segments Salomon and Winter Sports Equipment are separately managed and reported, the operating segments have been aggregated into one reportable segment as they have similar products, production processes, type of customers, methods used to distribute as well as average gross margins and similar expected growth rates.

Ball & Racquet Sports

Ball & Racquet Sports includes sports equipment, apparel and accessories and consists of our Wilson, Louisville Slugger, DeMarini, EvoShield and Atec brands, all of which comprise the Wilson Sporting Goods portfolio.

Information on reportable segments

For the fiscal year ended December 31, 2023

USD million	Technical Apparel	Outdoor Performance	Ball & Racquet Sports	Reconciliation ⁷	Group
Revenue	1,592.8	1,667.8	1,107.8	—	(4,368.4)
Depreciation and amortization	92.1	94.7	27.7	6.4	220.9
Adjusted operating profit	314.4	151.3	30.6	(63.7)	432.7
Adjustments					
PPA ¹					(42.7)
Restructuring expenses ²					(2.3)
Impairment losses on goodwill and intangible assets ³					0.0
Expenses related to transaction activities ⁴					(33.9)
Expenses related to certain legal proceedings ⁵					(3.3)
Share-based payments ⁶					(47.9)
Finance cost					(413.4)
Finance income					6.4
Loss before tax					(104.6)

¹ Purchase Price Adjustments (PPA) include amortizations and depreciations on the fair value adjustments of intangible and tangible assets resulting from the Acquisitions.

² Includes expenses for restructuring from exit and termination events.

³ Includes impairment losses on goodwill and intangible assets.

⁴ Includes advisory fees in connection with M&A activities and the IPO.

⁵ Includes expenses related to certain significant legal proceedings.

⁶ Included expenses for the share-based payments.

⁷ Includes corporate expenses, which have not been allocated to the reportable segments.

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For the fiscal year ended December 31, 2022

USD million	Technical Apparel	Outdoor Performance	Ball & Racquet Sports	Reconciliation ⁶	Group
Revenue	1,095.5	1,416.5	1,036.7	—	3,548.8
Depreciation and amortization	79.7	84.4	23.4	6.8	194.3
Adjusted operating profit	171.4	117.6	60.9	(48.9)	301.0
Adjustments					
PPA ¹					(42.3)
Restructuring expenses ²					(5.8)
Impairment losses on goodwill and intangible assets ³					(198.1)
Expenses related to transaction activities ⁴					(0.3)
Expenses related to certain legal proceedings ⁵					(3.9)
Finance cost					(236.5)
Finance income					3.3
Loss before tax					(182.6)

¹ Purchase Price Adjustments (PPA) include amortizations and depreciations on the fair value adjustments of intangible and tangible assets resulting from the

² Includes expenses for restructuring from exit and termination events.

³ Includes impairment losses on goodwill and intangible assets.

⁴ Includes advisory fees in connection with M&A activities and the IPO.

⁵ Includes expenses related to certain significant legal proceedings.

⁶ Includes corporate expenses, which have not been allocated to the reportable segments.

For the fiscal year ended December 31, 2021

USD million	Technical Apparel	Outdoor Performance	Ball & Racquet Sports	Reconciliation ⁶	Group
Revenue	950.7	1,235.7	880.1	—	3,066.5
Depreciation and amortization	73.6	95.9	20.4	5.8	195.7
Adjusted operating profit	164.2	91.7	57.2	(42.6)	270.6
Adjustments					
PPA ¹					(49.5)
Restructuring expenses ²					(33.6)
Impairment losses on goodwill and intangible assets ³					—
Expenses related to transaction activities ⁴					(0.6)
Expenses related to certain legal proceedings ⁵					—
Finance cost					(279.0)
Finance income					2.3
Loss before tax					(89.8)

¹ Purchase Price Adjustments (PPA) include amortizations and depreciations on the fair value adjustments of intangible and tangible assets resulting from the

² Includes expenses for restructuring from exit and termination events.

³ Includes impairment losses on goodwill and intangible assets.

⁴ Includes advisory fees in connection with M&A activities and the IPO.

⁵ Includes expenses related to certain significant legal proceedings.

⁶ Includes corporate expenses, which have not been allocated to the reportable segments.

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The Company does not present other items of the consolidated statement of loss and other comprehensive income and loss as well as assets and liabilities per segment as such information is not evaluated or used by the CODM for decision-making purposes on a regular basis.

The majority (77.5%, 80.5% and 79.0% as of December 31, 2023, December 31, 2022 and December 31, 2021, respectively) of non-current assets, comprising of goodwill, other intangible assets, property, plant and equipment as well as right-of-use assets are located in Finland. There is no other country, in which more than 8% of the total non-current assets are located, so that no other country is deemed individually material for the Group in all years presented for the purpose of this disclosure.

4. REVENUE FROM CONTRACTS WITH CUSTOMERS

Amer Sports operates primarily in one industry - the design, manufacturing, distribution, selling and marketing of sporting goods, apparel and footwear.

The Group is managed through its global brands supported by regional sales organizations and group wide platforms such as global operations and sourcing, IT and finance.

Amer Sports brands operate in the following key categories:

Technical Apparel. Technical Apparel includes Arc'teryx and Peak Performance.

Outdoor Performance. Outdoor Performance includes Salomon, Atomic, Armada and ENVE.

Ball & Racquet Sports. Ball & Racquet Sports includes Wilson, Demarini, Louisville Slugger, Evoshield, and ATEC.

Geographic revenues are presented according to customers' location.

GEOGRAPHIC BREAKDOWN OF REVENUES

USD million	2023	2022	2021
EMEA ¹	1,450.3	1,270.7	1,225.6
Americas ²	1,726.8	1,504.4	1,253.0
Greater China ³	841.4	523.8	372.9
Asia Pacific ⁴	350.0	249.9	215.0
Total	4,368.4	3,548.8	3,066.5

¹ Consists of Europe, the Middle East and Africa. The revenue generated in this region primarily consists of sales in France, Germany, the UK, Austria, Switzerland, Sweden, Norway, Italy and Spain. No country in the region generated more than 6% of the total Group revenue and is therefore not deemed individually material for the Group in all years presented.

² Consists of the United States, Canada and other countries in Latin America. Revenue generated in the United States comprised 74.1%, 79.9% and 78.6% of the sales of the region for 2023, 2022 and 2021, respectively. No other area in the region generated more than 9% of the total Group revenue and is therefore not deemed individually material for the Group in all years presented.

³ Consists of Mainland China, Hong Kong, Taiwan and Macau. Revenue generated in Mainland China comprised 94.7%, 96.5% and 95.9% of the sales of the region for 2023, 2022 and 2021, respectively. No other country in the region generated more than 1% of the total Group revenue and is therefore not deemed individually material for the Group in all years presented.

⁴ Excludes Greater China. The Company has own sales companies in Japan, South Korea, Australia and Malaysia in the region. No country in this region is deemed individually material in terms of revenues for the Group.

BREAKDOWN OF REVENUES BY SEGMENT

USD million	2023	2022	2021
Technical Apparel	1,592.8	1,095.5	950.7
Outdoor Performance	1,667.8	1,416.5	1,235.7
Ball & Racquet Sports	1,107.8	1,036.7	880.1
Total	4,368.4	3,548.8	3,066.5

BREAKDOWN OF REVENUES BY CHANNEL

USD million	2023	2022	2021
Wholesale	2,809.6	2,502.7	2,236.3
Retail	840.4	532.3	425.8
E-commerce	718.4	513.8	404.4
Total	4,368.4	3,548.8	3,066.5

The Company did not recognize 10% or more of total revenue with one single customer in any of the periods presented.

CONTRACT BALANCES

Contract liabilities amounted to USD 25.0 million as of December 31, 2023 and USD 20.8 million as of December 31, 2022, and primarily relate to advance payments received as well as accrued discounts and rebates. The Company expects that these contract liabilities will result in revenue within one year.

RIGHT OF RETURN ASSETS AND REFUND LIABILITIES

USD million	December 31, 2023	December 31, 2022
Right of return assets	14.3	11.4
Refund liabilities	35.5	38.2

Right of return assets represent Amer Sports' right to recover the products expected to be returned by customers. The asset is measured at the former carrying amount of the inventory less any expected costs to recover the products, including any potential decreases in the value of the returned products.

Refund liabilities represent the obligation to refund some or all of the consideration receivable from the customer and is measured at the amount Amer Sports expects it will have to return to the customer.

5. SELLING, GENERAL AND ADMINISTRATIVE EXPENSES

USD million	2023	2022	2021
Selling and marketing expenses	1,381.7	1,107.6	962.6
Administrative and other expenses	600.8	415.1	364.4
Total	1,982.5	1,522.7	1,327.0

The Company has reclassified certain amounts presented on the face of the consolidated statement of loss and other comprehensive income and loss for 2022 and 2021 to conform to the presentation for 2023. The line items Selling and marketing expenses and Administrative and other expenses were previously presented as separate amounts and are now combined into one line item named Selling, general and administrative expenses on the consolidated statement of loss and other comprehensive income and loss, for all periods presented. The Company elected to make this reclassification as they believe it provides a more meaningful presentation to investors of the costs by function, and improves comparability to peers.

6. OTHER OPERATING INCOME

USD million	2023	2022	2021
Gain on sale of property, plant and equipment	0.5	0.3	0.0
Government subsidies	4.2	7.0	5.3
Credits for research and competitiveness taxes	0.5	0.6	0.4
Insurance compensations	0.0	0.2	0.8
Other	6.1	3.3	2.5
Total	<u>11.2</u>	<u>11.4</u>	<u>9.0</u>

7. EMPLOYEE BENEFITS

Employee benefit expenses

USD million	2023	2022	2021
Wages and salaries	636.5	541.3	514.3
Share-based payments (ESOP)	46.0	—	—
Social expenditure			
Pensions - defined contribution plans	35.4	27.2	25.9
Pensions - defined benefit plans	2.7	3.1	4.7
Social security expenses	119.7	102.4	98.8
Total	<u>840.3</u>	<u>674.0</u>	<u>643.7</u>

In countries where social expenditure paid to the government cannot be divided between pensions and other social security, the expenses are presented under the heading social security expenses.

The Group has share-based incentive plans (ESOP) in place. They are presented in note 10.

Salaries and other compensation of the management are presented in note 26.

8. PENSIONS

The pension arrangements for the Group companies are based on local regulations and practices in each country. Amer Sports, Inc. has no employees and therefore had no pension arrangements in place during the periods presented. The Group's defined benefit pension plans at the end of the reporting period relate to the Group's operating entities. The Group has defined benefit pension plans in the United States, France, Switzerland, the UK, Germany, Japan, Sweden and Austria. These plans are partially or fully funded. In some countries the funding is carried out through external pension funds whose assets are not included in the Group's assets. Contributions to the funds are made in accordance with local regulations. In the United States and the UK, the pension plans are closed, and new members are no longer accepted.

The Group's pension arrangements comply with the local rules and practices of the countries where the Group operates. The Group's pension arrangements are either defined contribution or defined benefit plans. Under defined contribution plans, the Group pays fixed contributions into a separate entity (a fund) and does not have any legal or constructive obligation to pay further contributions. Under defined contribution plans, the Group's contributions are recorded as an expense in the period to which they relate.

Defined benefit plans are post-employment benefit plans other than defined contribution plans. In total, there are 14 post-employment benefit plans qualifying as defined benefit plans. The defined benefit plans in the USA, the UK and Austria represent approximately 84% of the defined benefit obligation and are described in more detail:

USA Wilson Retirement Pension Plan (USA Wilson Plan)

Wilson Sporting Goods Co. provides to the participants of the USA Wilson Plan benefit as a flat dollar amount for each year of service. The plan was offered to employees who joined the Company before January 1, 2003 (November 22, 2004 for union employees). New employees are offered a defined contribution plan only. For salaried plan participants, the benefit is a final salary pension plan offered to employees who joined the Company before January 1, 1999. New employees (hired after 1998) are offered a defined contribution plan only. The plan operates under trust law and is managed and administered by the Trustee on behalf of the members. The plan's assets are held by the trust. The former Retirement Income Plan was merged into the USA Wilson Plan in 2022, effective December 31, 2022.

USA Post Retirement Life Insurance and Medical Plan

According to the Post Retirement Life Insurance and Medical Plan, Wilson Sporting Goods Co. provides life insurance benefits to salaried employees who joined the Company before January 1, 1999 and hourly employees who joined the Company before January 1, 2003 (November 22, 2004 for union employees). The Post Retirement Life Insurance and Medical Plan grants post-employment benefits.

USA Post Retirement Disabled Life Insurance and LTD Medical Plan

According to the plan, Wilson Sporting Goods Co. provides post retirement life insurance benefits to employees who were disabled prior to 2012 with coverage ending at age 65. The plan grants post-employment benefits.

UK Wilson Sporting Goods Company Limited Pension and Life Assurance Plan (UK Wilson Plan):

The UK Wilson Plan within Amer Sports UK Limited is an occupational defined benefit pension scheme that is set up under irrevocable Trust. The UK Wilson Plan grants post-employment benefits. Assets are invested in Mobius Life as institutional investment platform and held for the purpose of paying pensions and other benefits in accordance with the Trust Deed & Rules. The plan was closed to new entrants for pension benefits with effect from January 1, 2003 and was closed to future accrual of benefits with effect from January 31, 2008.

Austria Severance Payment schemes OLD

Amer Sports Austria GmbH, Amer Sports Holding GmbH and Atomic Austria GmbH have to pay a statutory amount, which is based on the employee's seniority at time of retirement, expressed as a defined number of month's salary. Payment is due in the event of resignation, such as early termination with entitlement to severance payment (e.g., in the event of termination by the employer or termination by mutual consent), old- age pension ("Alterspension"), disability ("Berufsunfähigkeit") or death. The unfunded Severance Payment Schemes OLD grants post-employment benefits. The payment scheme was closed by law for new entrants after December 31, 2002.

In the USA the former Retirement Income Plan was merged into the Hourly Pension Plan in 2022, renamed the Wilson Retirement Pension Plan, effective December 31, 2022. The merger of the plan is based on the status achieved as at December 31, 2022, and therefore has no accounting and/or presentation implications for the consolidated financial statements.

The net liability recognized in the statement of financial position relating to defined benefit pension plans is defined as follows:

USD million	December 31, 2023	December 31, 2022
Present value of funded obligations	181.2	168.4
Fair value of plan assets	(157.3)	(136.6)
Net liability in the consolidated statement of financial position	23.9	31.8

The movements in the defined benefit obligation in 2023 were as follows:

USD million	Present value of obligation	Fair value of plan asset	Total
At January 1, 2023	168.4	(136.6)	31.8
Current service cost	3.0		3.0
Past service cost and gains and losses on settlements	(0.2)		(0.2)
Administration cost paid from plan assets	(0.3)	0.3	0.0
Interest expense/(income)	7.8	(6.9)	0.9
Cost recognized in the consolidated statement of loss	10.3	(6.6)	3.6
Remeasurements:			
Return on plan assets, excluding amounts included in interest expenses/(income)		(11.3)	(11.3)
(Gain)/loss from change in demographic assumptions	(0.2)		(0.2)
(Gain)/loss from change in financial assumptions	5.1		5.1
Experience (gains)/losses	3.9	(1.1)	2.8
Remeasurements effects recognized in OCI	8.8	(12.4)	(3.6)
Contributions:			
Employers	(0.3)	(6.1)	(6.4)
Employees	0.4	(0.4)	0.0
Benefits paid from plan assets	(10.0)	7.5	(2.5)
Other changes	2.0	(0.8)	1.2
Exchange rate differences	1.7	(1.9)	(0.2)
At December 31, 2023	181.2	(157.3)	23.9

The movements in the defined benefit obligation in 2022 were as follows:

USD million	Present value of obligation	Fair value of plan asset	Total
At January 1, 2022	231.1	(179.1)	51.9
Current service cost	3.1	0.0	3.1
Past service cost and gains and losses on settlements	(0.4)	0.0	(0.4)
Administration cost paid from plan assets	(0.4)	0.4	0.0
Interest expense/(income)	4.8	(4.4)	0.4
Cost recognized in the consolidated statement of loss	7.0	(3.9)	3.1
Remeasurements:			
Return on plan assets, excluding amounts included in interest expenses/(income)	0.0	39.9	39.9
(Gain)/loss from change in demographic assumptions	0.0	0.0	0.0
(Gain)/loss from change in financial assumptions	(49.8)	0.0	(49.8)
Experience (gains)/losses	(1.3)	0.0	(1.3)
Remeasurements effects recognized in OCI	(51.0)	39.9	(11.1)
Contributions:			
Employers	0.1	(7.6)	(7.5)
Employees	0.3	(0.3)	0.0
Benefits paid from plan assets	(10.3)	8.9	(1.4)
Other changes	(2.2)	2.1	(0.1)
Exchange rate differences	(6.6)	3.4	(3.2)
At December 31, 2022	168.4	(136.6)	31.8

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The movements in the defined benefit obligation in 2021 were as follows:

USD million	Present value of obligation	Fair value of plan asset	Total
At January 1, 2021	251.4	(172.4)	79.0
Current service cost	4.6	0.0	4.6
Past service cost and gains and losses on settlements	(2.5)	0.0	(2.5)
Administration cost paid from plan assets	(0.6)	0.6	0.0
Interest expense/(income)	4.7	(3.8)	0.9
Cost recognized in the consolidated statement of loss	6.3	(3.3)	3.0
Remeasurements:			
Return on plan assets, excluding amounts included in interest expenses/(income)	0.0	(5.9)	(5.9)
(Gain)/loss from change in demographic assumptions	0.5	0.0	0.5
(Gain)/loss from change in financial assumptions	(7.8)	0.0	(7.8)
Experience (gains)/losses	(1.8)	0.0	(1.8)
Other changes	(3.0)	0.0	(3.0)
Remeasurements effects recognized in OCI	(12.2)	(5.9)	(18.0)
Contributions:			
Employers	(1.9)	(7.7)	(9.6)
Employees	0.4	(0.4)	0.0
Benefits paid from plan assets	(10.3)	9.2	(1.1)
Exchange rate differences	(2.7)	1.3	(1.4)
At December 31, 2021	231.1	(179.1)	51.9

Principal actuarial assumptions:

%	December 31, 2023					
	USA	UK	France	Switzerland	Austria	Japan
Discount rate	5.35	4.40	3.15	1.50 / 2.00	4.36	1.30
Inflation	2.50	2.60 / 3.20	3.15	1.00 / 1.20	4.05	0.00
Future salary increases	2.50	2.60	3.00	1.00	7.08	2.00
Future pension increases	0.00	2.20	2.10	0.00	0.00	0.00

%	December 31, 2022					
	USA	UK	France	Switzerland	Austria	Japan
Discount rate	2.65 / 5.35	4.80	3.70	2.00 / 2.10	3.30	1.30
Inflation	2.25	2.30 / 3.00	3.70	1.00	n/a	0.00
Future salary increases	2.50	2.30	3.00	1.00	5.00	1.70
Future pension increases	0.00	2.00	2.20	0.00	n/a	0.00

%	December 31, 2021					
	USA	UK	France	Switzerland	Austria	Japan
Discount rate	2.55 / 2.85	1.80	0.90	0.20 / 0.30	1.05	0.40
Inflation	2.25	3.50	1.62	1.00	n/a	0.00
Future salary increases	2.50	2.80	2.50	1.00	2.50	1.70
Future pension increases	0.00	2.30	1.00	0.00	n/a	0.00

Sensitivity analysis:

	Change in assumption	Impact on defined obligation (USD million)		
		2023	2022	2021
Discount rate	0.25% decrease	4.8	4.5	7.7
Inflation rate	0.25% increase	1.1	1.1	1.6
Mortality rate	1 year increase in life expectancy	4.0	3.6	6.3

The above sensitivity analyses are based on a change in one assumption while holding all other assumptions constant. In practice, this is unlikely to occur, and changes in some of the assumptions may be correlated. When calculating the sensitivity of the defined benefit obligation to significant actuarial assumptions the same method (present value of the defined benefit obligation calculated with the projected unit credit method at the end of the reporting period) has been applied as when calculating the defined benefit liability recognized in the consolidated statement of financial position.

The methods and types of assumptions used in preparing the sensitivity analysis did not change compared to the prior period.

No asset-liability matching is used to determine the investment strategy.

Major categories of plan assets:

USD million	December 31, 2023	December 31, 2022
US equities	26.6	23.2
UK equities	0.0	5.1
Other equities	22.4	22.1
Corporate bonds	69.7	58.6
Government bonds	30.9	21.4
Other including cash	7.7	6.2

Equity securities and government bonds have quoted prices in active markets.

Through its defined pension plans the Company is exposed to actuarial risks such as investment risk, interest rate risk, inflation risk and mortality risk.

The main risk is that additional contributions are required if investment returns are not sufficient to pay for the benefits. The level of equity returns is a key determinant of overall investment return. The investment portfolio is also subject to a range of other risks typical to asset classes held.

A decrease in discount rates, a rise in inflation or an increase in life expectancy would result in an increase in plan liabilities. This would detrimentally impact the position in the consolidated statement of financial position and may give rise to increased cost in the consolidated statement of loss. This effect would be partially offset by an increase in the value of the plan's bond holdings. Additionally, caps on inflationary increases are in place to protect the plan against extreme inflation.

The estimated contributions to the pension plans are USD 4.1 million during 2024.

The weighted average of the duration of the defined benefit obligations was 10.7 years in 2023, 9.5 years in 2022 and 11.7 years in 2021 (continuing operations).

9. DEPRECIATION, AMORTIZATION AND IMPAIRMENT LOSSES

Depreciation and amortization by asset type

USD million	2023	2022	2021
Amortization:			
Customer relationship	23.8	23.3	25.9
Other intangible assets	37.6	34.4	32.6
Depreciation:			
Buildings and constructions	34.3	30.2	26.7
Machinery and equipment	37.8	33.0	36.4
Right-of-use buildings and constructions	79.0	65.4	66.4
Right-of-use machinery and equipment	8.4	7.9	7.7
Total	220.9	194.3	195.7

Impairment losses by asset type

USD million	2023	2022	2021
Goodwill	—	179.0	—
Trademarks	—	19.1	—
Total	—	198.1	—

Depreciation, amortization and impairment by function

USD million	2023	2022	2021
Cost of goods sold	38.0	34.0	36.9
Selling, general and administrative expenses			
Selling and marketing	140.3	112.2	113.8
Administrative and other expenses	42.6	48.2	45.0
Impairment losses on non-financial assets	—	198.1	—
Total	220.9	392.4	195.7

Impairment losses by asset type

In July 2023, the Company made a change in its CGUs to align with the way it now manages its business, and accounted for such change in accordance with IAS 36 *Impairment of Assets*. The Salomon equipment operations, previously part of the CGU Winter Sports Equipment, were transferred to the CGU Salomon Apparel and Footwear and the CGU was renamed to Salomon in the course of the restructuring. The Group was required, in accordance with IAS 36 *Impairment of Assets*, to allocate assets and liabilities, including goodwill, between the two CGUs. Goodwill was reallocated based on relative fair value in accordance with IAS 36.87. Goodwill and trademarks transferred from the CGU Winter Sports Equipment to the CGU Salomon amounted to USD 74.2 million and USD 146.3 million as of July 1, 2023, respectively.

On another note, the financial forecasts for the CGU Ball & Racquet Sports were extended in 2023 to include forecasts on the CGU's softgood product portfolio, which were not included in prior periods given its limited significance.

In 2023, no impairment losses on goodwill and trademarks were recorded.

In 2022, impairment on goodwill amounting to USD 179.0 million and on trademarks amounting to USD 19.1 million was recognized for Peak Performance. The recoverable amount for Peak Performance as of December 31, 2022 was USD 197.2 million and was based on value-in-use calculations.

In 2021, no impairment losses on goodwill and trademarks were recorded in the continuing operations.

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Impairment tests of goodwill and intangible assets with indefinite useful lives, such as trademarks, are performed when the management has identified indications of impairment or once a year when business plans for the next strategic planning horizon are approved by the management. The Group management uses assumptions in respect of future market and economic conditions, such as economic growth, expected inflation rates, expected market share, revenue and margin developments.

Goodwill is monitored by management at Cash Generating Unit (“CGU”) level, the level at which it and other intangible assets with indefinite lives are tested for impairment. The CGUs in the Group for continuing operations are the following: Winter Sports Equipment (previously included Salomon equipment operations in 2021 and 2022), Salomon (previously Salomon Apparel and Footwear in 2021 and 2022), Arc’teryx Apparel and Gear, Ball & Racquet Sports and Peak Performance. Discontinued operations are discussed in note 29.

The impairment tests were calculated as of December 31 of 2023, 2022, and 2021 respectively. The recoverable amounts of all CGUs were determined by the higher of fair value less cost of disposal and value in use (“VIU”). VIU has been calculated using the discounted cash flow method for each CGU. The values assigned to the key assumptions represent management’s assessment of future trends in the relevant industries and have been based on historical data from external and internal sources. The key assumptions used in the estimation of the value in use are set out below.

The VIU of all CGUs were determined by cash flow projections based on a 10-year financial forecast, of which the first 5-years were prepared by management and approved by the board. To better reflect the medium-term growth expectations for the CGU in growing markets, financial forecast after first 5-year period are extrapolated for a further 5-years using declining growth rates which reduces the year five growth rate down to the long-term growth rate as shown below.

The following table shows the revenue growth rates of the 5-year financial forecast prepared by management (average of the first five years) for the respective CGUs:

	2023	2022	2021
Winter Sports Equipment	8.4 %	8.7 %	11.9 %
Salomon (previously Salomon Apparel and Footwear)	19.4 %	18.9 %	19.8 %
Arc’teryx Apparel and Gear	21.3 %	27.0 %	24.5 %
Peak Performance	13.8 %	12.2 %	14.8 %
Ball & Racquet Sports	15.2 %	9.3 %	8.7 %

This following table shows the revenue growth rates of the next 5-year forecast (extrapolated) (average of the second five years) for the respective CGUs:

	2023	2022	2021
Winter Sports Equipment	4.2 %	4.8 %	5.3 %
Salomon (previously Salomon Apparel and Footwear)	4.8 %	6.9 %	7.9 %
Arc’teryx Apparel and Gear	8.8 %	11.2 %	8.1 %
Peak Performance	7.2 %	7.2 %	10.1 %
Ball & Racquet Sports	6.1 %	4.5 %	4.5 %

The terminal value is derived from Gordon Growth model. The perpetuity growth is 2% which is in line with the management’s view on long-term inflation, indicating no growth in real terms. In some cases, when management expects above or below average growth after the estimated period, the terminal growth rate may rise to 3% or drop to 1%.

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This following table shows the terminal growth rates for the respective CGUs:

	2023	2022	2021
Winter Sports Equipment	2 %	2 %	2 %
Salomon (previously Salomon Apparel and Footwear)	2 %	2 %	2 %
Arc'teryx Apparel and Gear	3 %	3 %	3 %
Peak Performance	2 %	2 %	2 %
Ball & Racquet Sports	2 %	2 %	2 %

Cash flows are discounted back to present value using a risk adjusted discount rate, which is determined to each CGU separately.

The following pre-tax discount rates are adopted for the respective CGUs:

	2023	2022	2021
Winter Sports Equipment	11.9 %	12.8 %	10.3 %
Salomon (previously Salomon Apparel and Footwear)	15.2 %	19.0 %	14.3 %
Arc'teryx Apparel and Gear	14.7 %	15.5 %	13.1 %
Peak Performance	14.7 %	15.5 %	13.1 %
Ball & Racquet Sports	15.8 %	15.1 %	12.2 %

The main components of the discount rate were:

	2023	2022	2021
Risk Free Interest Rate of Debt	2.0% - 3.9 %	2.4% - 3.9 %	0.1% - 1.5 %
Premium	5.6% - 6.6 %	5.4% - 7.2 %	4.7% - 6.2 %
Risk Premium	1.7% - 5.6 %	1.7% - 5.6 %	2.7% - 5.6 %
Pre-Tax Cost of Debt	6.2% - 8.1 %	7.1% - 8.2 %	3.7% - 5.4 %
Tax Rate	25 %	25 %	25 %

Impairment Loss in 2022:

Due to the significant rise in the discount rate used in impairment testing and the recent change of strategic plan for the Peak Performance business, an impairment on goodwill of USD 179.0 million and an impairment on trademarks of USD 19.1 million for Peak Performance business was recognized in 2022.

Amer Sports brands are well known and established in their respective markets. Products sold under these brands have been available to customers for a long period of time and they have been used by top athletes for decades. Amer Sports focuses on brand awareness and on the quality and performance of the products sold under those brands. The brands will continue to generate positive cash flow, hence they are not subject to amortization.

Goodwill and trademarks have been allocated to CGUs as described in the table below.

USD million	Goodwill		Trademarks	
	December 31, 2023	December 31, 2022	December 31, 2023	December 31, 2022
Winter Sports Equipment*	79.0	149.0	132.5	270.9
Salomon*	679.8	583.4	643.2	477.8
Arc'teryx Apparel and Gear	1,361.7	1,361.7	943.7	943.7
Peak Performance	—	—	157.0	151.6
Ball & Racquet Sports	149.6	148.3	550.5	550.5
Total	2,270.0	2,242.4	2,427.0	2,394.5

*Note: In July 2023, the Salomon equipment operations, previously part of the CGU Winter Sports Equipment, were transferred to the CGU Salomon Apparel and Footwear and the CGU was renamed to Salomon in the course of the restructuring. Goodwill and trademarks for CGU Winter Sports Equipment and CGU Salomon as of December 31, 2022 are before the transfer of Salomon equipment operations in July 2023.

Sensitivity Analysis:

The estimated recoverable amount of Peak Performance exceeded its carrying amount by USD 79.3 million and USD 14.9 million as of December 31, 2023 and 2022, respectively. Also, the estimated recoverable amount of Winter Sports Equipment exceeded its carrying amount by USD 114.6 million and USD 38.9 million as of December 31 2023, and 2022, respectively.

The assumptions applied by management for calculating the recoverable amount are sensitive to change and could cause the carrying amount to exceed the recoverable amount. The following table shows the amount by which these two assumptions would need to change individually for the estimated recoverable amount to be equal to the carrying amount.

In percent	Change required for carrying amount to equal recoverable amount	
	2023	2022
Peak Performance		
- Terminal growth rate	(10.2)%	n/a **
- Discount rate	2.9 %	n/a **
Winter Sports Equipment		
- Terminal growth rate	(4.3)%	(0.8)%
- Discount rate	1.3 %	0.3 %

**Note: For the year ended December 31, 2022, management has performed an annual impairment testing for the CGU of Peak Performance. Within the range of possible estimated recoverable amounts, management has taken a prudent approach and recognized a full goodwill impairment and allocated the remaining impairment amount to trademarks.

Based on the valuation of the other CGUs, management is of the view that there are no reasonably possible changes in the key assumptions of other CGUs that would cause the carrying amount to exceed the recoverable amount.

10. SHARE-BASED PAYMENTS

Employee Stock Ownership Plan 2019 and Employee Stock Ownership Plan 2023

The Board approved the Employee Stock Ownership Plan 2023 ("2023 ESOP") in January 2023. The objectives of the Employee Stock Ownership Plan 2019 ("2019 ESOP") and 2023 ESOP are to align the interest of the shareholders and key employees in order to increase the value of the Company in the long-term, and to commit key employees to the Company. The 2019 ESOP and 2023 ESOP provide for awards in the form of stock options to the Group's key employees, and it is an equity-settled arrangement, except for stock options granted to certain employees which allow them to elect for shares or cash settlement.

The maximum number of options under the 2019 ESOP and 2023 ESOP that may be granted is 3% and 1.2% respectively of all of the Company's issued and outstanding shares.

Subject to a participant's continued employment, options granted under the 2019 ESOP and 2023 ESOP will vest upon satisfaction of vesting conditions set out in an award agreement and an exit event (a public offering of the shares of the Company or a sale of a controlling majority of the shares in the Company or Amer Sports Corporation or any of its holding companies or the sale of the majority of the business assets of the Group) (the "exit event").

In addition to an exit event, 35% of the options granted are time-vested, which vest evenly on an annual basis over a 5-year period and 3-year period for 2019 ESOP and 2023 ESOP respectively, 65% of the options granted are with Group and/or brand performances.

The vesting of the options is subject to an exit event, which is a non-market performance condition. Share-based payment expenses for equity-settled awards and cash-settled awards have been recognized for the year ended December 31, 2023, as management deemed the public offering of the shares of the Company probable as of December 28, 2023. The expenses were booked against Other reserves for the equity-settled awards and against Other liabilities for the cash-settled awards, which reflected the vesting through the date the awards became probable of being earned. No share-based payment expenses for equity-settled awards and cash-settled awards have been recognized for the years ended December 31, 2022 and 2021 since the occurrence of an exit event was not yet deemed probable.

The number and weighted-average exercise prices of share options under the 2019 ESOP and 2023 ESOP were as follows:

2019 ESOP:	2023		2022		2021	
	Number of options	Weighted average exercise price	Number of options	Weighted average exercise price	Number of options	Weighted average exercise price
Outstanding at January 1	2,897,801	EUR 23.60	2,724,970	EUR 23.60	2,143,105	EUR 23.60
Granted during the year	558,816	EUR 23.60	201,636	EUR 23.60	1,244,384	EUR 23.60
Forfeited during the year	—	—	(28,805)	EUR 23.60	(662,519)	EUR 23.60
Exercised during the year	—	—	—	—	—	—
Outstanding at December 31	3,456,617	EUR 27.92	2,897,801	EUR 23.60	2,724,970	EUR 23.60
Exercisable at December 31	—	—	—	—	—	—

The options outstanding at December 31, 2023 had a weighted average exercise price of EUR 27.92 and a remaining contractual life of 6 years (December 31, 2022: 7 years, December 31, 2021: 8 years). No options were exercised during the reporting periods.

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Included in the above options are cash-settled awards granted to certain employees. On January 16, 2021, May 20, 2021 and March 30, 2022, the Group granted 345,662, 34,566 and 92,177 options, respectively, to certain employees who can elect shares or cash settlement. The exercise price of these options granted was EUR 23.6. These options expire at November 27, 2029. The payoff of cash settlement, where applicable, is determined based on the share price of the Company at the time of exercise less the exercise price and relevant taxes.

2023 ESOP:	2023	
	Number of options	Weighted average exercise price
Outstanding at January 1	—	—
Granted during the year	1,036,992	EUR 32.20
Forfeited during the year	(11,522)	EUR 32.20
Exercised during the year	—	—
Outstanding at December 31	1,025,470	EUR 35.79
Exercisable at December 31	—	—

The options outstanding at December 31, 2023 had a weighted average exercise price of EUR 35.79 and a remaining contractual life of 6 years. No options were exercised during the reporting periods.

Included in the above options are cash-settled awards granted to certain employees. On April 6, 2023, the Group granted 19,588 options to an employee who can elect shares or cash settlement. The exercise price of these options granted was EUR 32.20. These options expire at December 31, 2029. The payoff of cash settlement, where applicable, is determined based on the share price of the Company at the time of exercise less the exercise price and relevant taxes.

At December 28, 2023, the Group increased the exercise prices of certain options granted under 2019 ESOP and 2023 ESOP, with a cash compensation payable upon vesting. The incremental fair value of the modified options at the date of the modification was determined based on a Monte Carlo simulation model. For equity-settled awards, an incremental compensation cost will be recognized as an expense over the remaining vesting period from modification date, in addition to the remaining unamortized expense for the original options. The incremental expenses of the modified options were deemed immaterial. For cash-settled awards, the modified terms have been reflected in the remeasurement of the liability as of December 31, 2023.

Fair value of options granted

The fair value of the options has been measured using a Monte Carlo simulation model. Service and non-market performance conditions attached to the options were not taken into account in measuring fair value. Market performance condition was taken into account in measuring fair value. Equity-settled awards are measured on the grant date while cash-settled awards are remeasured until settlement.

The inputs used in the measurement of the fair values of equity-settled awards as at respective grant dates and the re-measurement of the fair values of cash-settled awards as at period end dates were as follows:

2019 ESOP:	Equity-settled awards			Cash-settled awards		
	December 31, 2023	December 31, 2022	December 31, 2021	December 31, 2023	December 31, 2022	December 31, 2021
	Fair value at grant dates:			Remeasured fair value at period end dates:		
Time vested options	EUR 23.13 - 27.84	EUR 18.88 - 22.94	EUR 8.10 - 14.03	EUR 25.41 - 35.75	EUR 22.22 - 22.87	EUR 18.25 - 18.43
Brand performance based options	EUR 22.08 - 22.86	EUR 18.32 - 22.02	EUR 7.94 - 13.67	EUR 25.03 - 36.54	EUR 22.22	EUR 18.25
Group performance based options	EUR 7.74 - 10.75	EUR 8.72 - 10.91	EUR 2.82 - 5.84	EUR 24.55 - 24.97	EUR 11.01	EUR 8.89
Fair value of underlying share at measurement dates	EUR 41.24 - 46.63	EUR 37.63 - 41.24	EUR 23.92 - 32.08	EUR 57.00	EUR 41.24	EUR 37.63
Exercise price	EUR 23.60	EUR 23.60	EUR 23.60	EUR 23.60 - EUR 34.40	EUR 23.60	EUR 23.60
Expected volatility	40.3% - 45.5%	39.0% - 45.5%	37.8% - 40.1%	40.0% - 44.0%	41.8% - 45.7%	38.9% - 41.1%
Expected life	1.75 - 6.00 years	3.05 - 6.00 years	4.18 - 6.00 years	1.25 - 4.25 years	3.00 - 5.25 years	4.00 - 5.39 years
Expected dividends	0%	0%	0%	0%	0%	0%
Risk-free interest rate	2.3% - 3.2%	0.3% - 2.0%	0%	2.0% - 2.9%	2.5%	0%

2023 ESOP:

	Equity-settled awards December 31, 2023	Cash-settled awards December 31, 2023
	Fair value at grant dates:	Remeasured fair value at period end dates:
Time vested options	EUR18.29 - 21.39	EUR 21.79
Brand performance based options	EUR17.08 - 17.51	EUR 18.68 - 24.54
Group performance based options	EUR 5.78 - 8.82	—
Fair value of underlying share at measurement dates	EUR 42.71 - 46.63	EUR 57.00
Exercise price	EUR 32.20	EUR 43.00
Expected volatility	40.3% - 44.0 %	40.0% - 42.7 %
Expected life	1.63 - 4.00 years	1.25 - 3.27 years
Expected dividends	0	0
Risk-free interest rate	2.3% - 3.2 %	2.2% - 2.9 %

Expected volatility has been based on the historical volatility of the comparable companies' share price, particularly over the historical period commensurate with the expected life of the options.

Expenses recognized from share-based payment transactions were as follows:

USD million	2023	2022	2021
Equity-settled awards	10.7	—	—
Cash-settled awards	35.3	—	—
Total	46.0	—	—

11. FINANCE INCOME AND COST

USD million	2023	2022	2021
Finance income			
Interest income	6.4	3.1	1.6
Other finance income	0.0	0.2	0.7
	6.4	3.3	2.3
Finance cost			
Interest cost			
Interest cost on interest bearing debt	(158.9)	(90.5)	(98.3)
Interest cost related to derivative instruments	(2.2)	(5.8)	(3.6)
Interest cost to related parties	(227.5)	(138.5)	(142.6)
Interest cost on lease liabilities	(12.2)	(8.5)	(9.1)
Interest cost related to pension liabilities	(0.9)	(0.6)	(1.0)
Other interest cost*	4.1	6.4	(10.7)
Total interest cost	(397.6)	(237.5)	(265.3)
Change in fair value of derivative instruments not used in hedge accounting	(2.5)	7.0	1.4
Exchange rate gains or losses	(5.3)	6.0	(0.8)
Other finance cost	(8.1)	(12.0)	(14.3)
	(413.4)	(236.5)	(279.0)
Net finance cost	(407.0)	(233.2)	(276.7)

* Other interest cost consist mainly of items related to group-level hedge accounting entries that are presented under interest cost on a net basis.

12. INCOME TAXES

USD million	2023	2022	2021
Current taxes	140.8	65.5	28.5
Deferred taxes of deferred tax assets	(26.0)	(3.4)	15.0
Deferred taxes of deferred tax liabilities	(10.6)	(13.8)	(8.8)
Total deferred taxes	(36.6)	(17.2)	6.2
Total	104.2	48.3	34.7
Thereof for prior periods' current taxes	0.1	(5.4)	(1.4)

In 2021, current taxes included a one-off impact related to utilization of prior year tax losses which were not recognized as a deferred tax asset in prior years.

Reconciliation between income taxes at local tax rates in different countries and the total tax expense in the statement of loss:

USD million	2023	2022	2021
Loss from continuing operations before income tax expense	(104.6)	(182.6)	(89.8)
Effective tax rate	(100)%	(26)%	(39)%
Income tax using the effective tax rate	104.2	48.3	34.7
Taxes at local rates applicable to earnings in countries concerned	53.0	(4.3)	(9.5)
Permanent differences	0.4	0.0	1.1
Deferred taxes on temporary differences which were not recognized	17.0	41.9	29.5
Deferred taxes on net operating losses which were not recognized	17.8	5.4	1.7
Changes in tax rates	0.2	(0.4)	0.2
Changes in uncertain tax positions	10.3	0.6	1.4
Taxes for prior periods	(1.9)	(1.2)	3.1
Tax credits/withholding tax	7.3	6.1	3.9
Other US taxes (BEAT & GILTI)	0.1	1.7	3.6
Other	0.0	(1.5)	(0.3)
Taxes recognized in the statement of loss	104.2	48.3	34.7

The table above shows a reconciliation between tax expense (2023: USD 104.2 million, 2022: USD 48.3 million, 2021: USD 34.7 million) and the product of the loss from continuing operations before income tax expense (2023: USD 104.6 million, 2022: USD 182.6 million, 2021: USD 89.8 million) multiplied by the average tax rate (2023: -100%; 2022: -26%, 2021: -39%). The average tax rate is a quotient from the Group's loss and tax expense. The negative result was due to negative earnings before taxes, mainly impacted by the non-deductible interest expenses in some jurisdictions, while certain other jurisdictions generated high taxable income. In addition, in 2023 and 2022, there were impairment charges for book purposes for which no deferred taxes could be recorded. The taxes at local rates applicable to earnings in countries concerned (2023: USD 53.0 million, 2022: USD -4.3 million, 2021: USD -9.5 million) include the aggregate of income taxes prepared by using the local statutory rate in each individual jurisdiction. The major reconciling items to total tax include unrecognized deferred tax assets from unused interest expense and tax losses, uncertain tax positions, and tax credits/withholding taxes, which are disclosed in the respective line items.

DEFERRED TAX ASSETS AND LIABILITIES

USD million	December 31, 2023	December 31, 2022
Deferred tax assets:		
Provisions	65.6	39.8
Carryforward of unused tax losses	21.8	19.8
Employee benefits	2.0	4.2
Impairment	3.0	3.0
Fair value adjustments	7.9	5.0
Tax credits	0.6	2.5
Unrecognized profit on internal sales of inventory	14.0	11.0
Other temporary differences	16.7	15.1
Total	<u>131.6</u>	<u>100.4</u>
Deferred tax liabilities:		
Depreciation differences	(21.1)	(20.9)
Difference between carrying value and fair value adjustment due to acquisition of Amer Sports Corporation		
Trademarks	(511.2)	(505.9)
Other intangible assets	(60.8)	(68.3)
Property, plant and equipment	(16.8)	(17.7)
	(588.8)	(591.9)
Other temporary differences*	(35.0)	(34.2)
Total	<u>(644.9)</u>	<u>(647.0)</u>
Net deferred tax liabilities	<u>(513.3)</u>	<u>(546.6)</u>

* Consists mainly of deferred tax liability of customer and marketing related intangibles

Deferred taxes recognized in the statement of financial position:

Deferred tax assets	161.7	108.7
Deferred tax liabilities	675.0	655.3
	<u>(513.3)</u>	<u>(546.6)</u>

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USD million	January 1, 2023	Charge in consolidated statement of loss	Translation differences	Charged to OCI	Other	December 31, 2023
Provisions	39.8	23.6	4.9	—	(2.7)	65.6
Carryforward of unused tax losses	19.8	0.4	1.6	—	—	21.8
Employee benefits	4.2	(1.4)	0.0	(0.8)	—	2.0
Impairment	3.0	0.0	—	—	—	3.0
Fair value adjustments	5.0	0.0	1.0	1.9	—	7.9
Tax credits	2.5	(2.0)	0.1	—	—	0.6
Unrecognized profit on internal sales of inventory	11.0	2.5	0.5	—	—	14.0
Depreciation differences	(20.9)	(0.1)	(0.1)	—	—	(21.1)
Difference between carrying value and fair value adjustment due to acquisition of Amer Sports Corporation	(591.9)	10.6	(7.5)	—	—	(588.8)
Other temporary differences	(19.1)	3.0	(6.5)	—	4.3	(18.3)
Total	<u>(546.6)</u>	<u>36.6</u>	<u>(6.0)</u>	<u>1.1</u>	<u>1.6</u>	<u>(513.3)</u>

USD million	January 1, 2022	Charge in consolidated statement of loss	Translation differences	Charged to OCI	December 31, 2022
Provisions	32.7	8.5	(1.4)	—	39.8
Carryforward of unused tax losses	24.5	(3.9)	(0.8)	—	19.8
Employee benefits	8.0	(1.2)	0.1	(2.7)	4.2
Impairment	3.0	0.1	(0.1)	—	3.0
Fair value adjustments	2.3	0.0	0.4	2.3	5.0
Tax credits	12.3	(9.4)	(0.4)	—	2.5
Unrecognized profit on internal sales of inventory	5.9	5.4	(0.3)	—	11.0
Depreciation differences	(19.8)	(1.0)	(0.1)	—	(20.9)
Difference between carrying value and fair value adjustment due to acquisition of Amer Sports Corporation	(616.5)	10.6	14.0	—	(591.9)
Other temporary differences	(29.1)	8.1	1.9	—	(19.1)
Total	<u>(576.7)</u>	<u>17.2</u>	<u>13.3</u>	<u>(0.4)</u>	<u>(546.6)</u>

Recognized tax losses:

Jurisdiction	Expiry	USD million	Amount of losses		Amount of deferred tax assets relating to losses	
			Dec 31, 2023	Dec 31, 2022	Dec 31, 2023	Dec 31, 2022
Canada	2043		40.1	—	10.7	—
France	indefinite		47.4	51.6	11.8	12.9
the United States	indefinite		—	—	1.0	—
Sweden	indefinite		—	22.4	—	4.6
Other			—	—	(1.7)	2.9
Total					<u>21.8</u>	<u>20.4</u>

USD million	December 31, 2023	December 31, 2022
Unused tax losses carried forward, for which no deferred tax assets were recognized	148.5	57.6
Other temporary differences, for which no deferred tax assets were recognized	767.4	668.1
Unrecognized net deferred tax assets	<u>196.3</u>	<u>155.1</u>

The other temporary differences comprise mostly of non-deductible interest expenses. No deferred tax assets have been recognized for above mentioned unused tax losses and other temporary differences since their utilization in full in the near future is not probable or the losses have been created in countries where the possibilities for their utilization are limited. For the assessment of probability, in addition to past performance and the respective prospects for the foreseeable future, appropriate tax structuring measures are also taken into consideration. The major part of the unrecognized deferred tax assets originated in Finland.

Amer Sports does not recognize deferred tax liabilities for unremitted earnings of subsidiaries to the extent that they are expected to be permanently invested in international operations. These earnings, the amount of which cannot be practicably computed, could become subject to additional tax if they were remitted as dividends or if the Company were to sell the shareholdings in the subsidiaries.

Pillar Two legislation has been enacted or substantively enacted in certain jurisdictions in which Amer Sports operates. The legislation will be effective for Amer Sports's financial year beginning January 1, 2024. As a result, Amer Sports falls within the scope of Pillar Two legislation and has conducted an assessment of the potential exposure to Pillar Two income taxes.

This assessment is founded upon the most recent country-by-country reporting information and IFRS financial data of the relevant jurisdictions. Following the assessment, it has been determined that almost all of jurisdictions except two sales entity jurisdictions where the Group operates, qualify for the transitional safe harbor.

While Amer Sports has implemented a process to evaluate the potential exposure to Pillar Two income taxes, as of the date of this reporting, quantitative information indicating potential exposure in these jurisdictions is not currently known or reasonably estimable. Amer Sports is actively progressing on this assessment and anticipates its completion in the first quarter of the financial year 2024.

Furthermore, the Group has availed itself of the temporary exception issued by the IASB in May 2023 from the accounting requirements for deferred taxes in IAS 12. Consequently, Amer Sports neither recognizes nor discloses information about deferred tax assets and liabilities related to Pillar Two income taxes. Since the Pillar Two legislation was not effective at the reporting date, Amer Sports has no related current tax exposure.

13. INTANGIBLE ASSETS

USD million	Goodwill	Trademarks	Customer relationship	Other intangibles	Intangible advances paid and construction in progress	Total
Initial cost at January 1, 2023	2,421.4	2,413.6	278.9	465.2	3.6	5,582.7
Business combinations	1.3	—	—	—	—	1.3
Additions	—	—	—	7.5	5.1	12.7
Transfers	—	—	—	3.7	(4.5)	(0.8)
Translation differences	35.2	33.2	8.9	9.9	(0.1)	87.1
Balance at December 31, 2023	2,457.9	2,446.8	287.8	486.4	4.1	5,682.9
Accumulated amortization and impairment losses at January 1, 2023	179.0	19.1	88.2	298.0	—	584.4
Amortization during the period	—	—	23.8	37.6	—	61.4
Impairment losses	—	—	—	—	—	—
Transfers	—	—	—	(1.9)	—	(1.9)
Translation differences	8.8	0.7	3.5	7.3	—	20.4
Balance at December 31, 2023	187.9	19.8	115.5	341.1	—	664.3
Total Balance at December 31, 2023	2,270.0	2,427.0	172.3	145.3	4.1	5,018.7

USD million	Goodwill	Trademarks	Customer relationship	Other intangibles	Intangible advances paid and construction in progress	Total
Initial cost at January 1, 2022	2,480.3	2,470.5	294.2	412.7	35.2	5,693.0
Additions	—	—	—	10.9	21.2	32.1
Transfers	—	—	—	58.1	(50.4)	7.7
Translation differences	(58.8)	(56.9)	(15.4)	(16.5)	(2.4)	(150.0)
Balance at December 31, 2022	2,421.4	2,413.6	278.9	465.2	3.6	5,582.7
Accumulated amortization and impairment losses at January 1, 2022	—	—	68.5	273.7	—	342.3
Amortization during the period	—	—	23.3	34.4	—	57.7
Impairment losses	179.0	19.1	—	0.0	—	198.1
Transfers	—	—	—	1.8	—	1.8
Translation differences	—	—	(3.6)	(12.0)	—	(15.6)
Balance at December 31, 2022	179.0	19.1	88.2	298.0	—	584.4
Total Balance at December 31, 2022	2,242.4	2,394.5	190.7	167.2	3.6	4,998.3

Other intangibles primarily comprise capitalized software.

The Company's contractual commitments for the acquisition of intangible assets as of December 31, 2023 and December 31, 2022 were USD 0.8 million and USD nil.

14. PROPERTY, PLANT AND EQUIPMENT

USD million	Land	Buildings and constructions	Machinery and equipment	Advances paid and construction in progress	Property, plant and equipment
Initial cost at January 1, 2023	34.9	327.6	419.6	33.8	815.9
Business combinations	—	—	1.3	—	1.3
Additions	—	30.4	26.9	88.5	145.9
Divestments and disposals	—	0.0	(1.5)	—	(1.5)
Transfers	—	11.5	1.1	(48.9)	(36.4)
Translation differences	1.0	5.4	9.6	1.5	17.5
Balance at December 31, 2023	35.9	374.9	457.0	74.9	942.7
Accumulated depreciation and impairment losses at January 1, 2023	—	181.4	272.5	—	454.0
Depreciation during the period	—	34.3	37.8	—	72.1
Divestments and disposals	—	—	(1.0)	—	(1.0)
Transfers	—	(17.0)	(15.7)	—	(32.7)
Translation differences	—	2.4	6.0	—	8.4
Balance at December 31, 2023	—	201.1	299.6	—	500.8
Total Balance at December 31, 2023	35.9	173.8	157.4	74.9	441.9

USD million	Land	Buildings and constructions	Machinery and equipment	Advances paid and construction in progress	Property, plant and equipment
Initial cost at January 1, 2022	35.6	315.6	436.4	34.1	821.7
Additions	—	28.5	15.1	33.1	76.7
Divestments and disposals	—	0.0	(0.1)	—	(0.2)
Transfers	0.9	(2.4)	(9.7)	(32.2)	(43.4)
Translation differences	(1.6)	(14.0)	(22.0)	(1.3)	(39.0)
Balance at December 31, 2022	34.9	327.6	419.6	33.8	815.9
Accumulated depreciation and impairment losses at January 1, 2022	—	167.7	285.3	—	453.0
Depreciation during the period	—	30.2	33.0	—	63.3
Divestments and disposals	—	0.0	(0.1)	—	(0.1)
Transfers	—	(8.6)	(30.1)	—	(38.8)
Translation differences	—	(7.9)	(15.6)	—	(23.5)
Balance at December 31, 2022	—	181.4	272.5	—	454.0
Total Balance at December 31, 2022	34.9	146.2	147.1	33.8	361.9

Impairment testing is discussed in the note 9.

The Company's contractual commitments for the acquisition of property, plant and equipment as of December 31, 2023 and December 31, 2022 were USD 22.1 million and USD nil.

15. OTHER NON-CURRENT FINANCIAL ASSETS AT FAIR VALUE THROUGH OCI AND CASH AND CASH EQUIVALENTS

Other non-current financial assets

Other non-current financial assets at fair value through OCI consist of shares in unlisted companies and amounted to USD 9.2 million and USD 8.9 million as of December 31, 2023 and December 31, 2022, respectively.

On initial recognition, the Group designated the investments in unlisted companies to be measured at FVOCI since they are not held for trading.

Liesheng, one of the Group's financial assets at FVOCI, was impaired in 2022. Shares of Liesheng are not traded in an active market and its fair value is determined using valuation techniques. The fair value of the Group's investment in Liesheng as of December 31, 2022 was determined to be USD 8.5 million using the market approach. The Group made USD 10.9 million impairment on the investment in Liesheng and the loss was recognized in other comprehensive income and loss.

Cash and cash equivalents

Cash and cash equivalents comprise cash in hand and at bank amounting to USD 483.4 million and USD 402.0 million as of December 31, 2023 and 2022, respectively.

As in previous years, these balances were not subject to any utilization restrictions in 2023. However, the repatriation of funds from Russia is currently only possible to a limited extent.

16. VALUATION PROVISIONS OF INVENTORIES

The Group periodically reviews its inventories for excess amounts, obsolescence and declines in market value below cost and records an allowance against the inventory balance for any such declines. These reviews require management to estimate future demand for products. If the future demand for Group's products was weaker than anticipated or the market conditions deteriorated, the value of inventories would likely have to be written down.

Gross and net inventories

USD million	December 31, 2023	December 31, 2022
Gross inventories	1,129.0	937.2
Net realizable value valuation provision	(29.4)	(24.7)
Net inventories	1,099.6	912.5

USD million	December 31, 2023	December 31, 2022
Net inventories		
Raw materials and consumables	45.0	46.9
Work in progress	48.7	36.3
Finished goods	1,005.9	829.3
Total	1,099.6	912.5

During the financial years ended December 31, 2023, December 31, 2022 and December 31, 2021 cost of goods sold of USD 2,092.3 million, USD 1,785.2 million and USD 1,560.9 million, respectively, were recognized in the consolidated statement of loss.

No inventories have been pledged as security for a liability.

17. PREPAID EXPENSES AND OTHER RECEIVABLES

USD million	December 31, 2023	December 31, 2022
Related to financing activities:		
Prepaid interest	17.0	16.0
Prepaid interest to related parties	—	40.3
Derivative instruments	12.5	23.5
Related to operating and other activities:		
Other tax receivables	24.3	19.9
Prepaid licence fees	8.1	11.1
Prepaid advertising and promotion	7.8	6.6
Discounted bills	6.8	5.6
Prepaid insurance	6.3	2.8
Accrued employee benefits	0.5	0.5
Other receivables ¹	79.1	47.0
Total	162.3	173.3

¹ Other receivables include other non interest-yielding assets to related parties. Refer to note 26 for further details.

18. SHAREHOLDERS' EQUITY (DEFICIT)

The authorized share capital of the Company is EUR 15,500,000 divided into 155,000,000 shares of a nominal or par value of EUR 0.10 each. As of December 31, 2023 and 2022, there were 115,220,745 A shares and 352,193 B shares outstanding, amounting to share capital of USD 642.2 million. For purposes of the Loss per share calculation, the number of shares outstanding reflect a share split that became effective in January 2024, which was applied retrospectively to all periods presented. Refer to note 30 for further details.

During the fiscal year 2023, a capital contribution was recognized related to the suspension of interest on related party loans. Refer to note 26 for further details on the temporary suspension of interest.

Accumulated deficit and other

Accumulated deficit and other as presented on the face of the consolidated statement of financial position and the consolidated statement of changes in shareholders' equity (deficit) is comprised of the following components:

USD million	December 31, 2023	December 31, 2022
Translation differences	0.6	109.8
Remeasurements	40.6	37.0
Other reserves	224.5	(10.9)
Accumulated deficit	(1,057.5)	(848.9)
Accumulated deficit and other	(791.8)	(713.0)

Translation differences

Translation differences comprise the differences arising from the elimination of net investments and translation of equity items accumulated after the acquisition in non-USD entities as well as the currency rate differences due to the different exchange rates on the consolidated statement of loss and other comprehensive income and loss and the consolidated statement of financial position. The translation differences comprise also the translation differences arising from the translation of the net investments in foreign operations and from the intercompany long-term capital loans that are not expected to be repaid.

Cash flow hedge reserve

Cash flow hedge reserve include changes in the financial assets at fair value through OCI and derivative financial instruments used for hedging interest and foreign currency cash flows. Refer to note 24 for further details on the cash flow hedge reserve.

Amount of dividends proposed

The Board of Directors proposes that no dividend shall be distributed to shareholders for the financial year 2023.

Accumulated deficit

Accumulated deficit comprises the Loss for the period as well as preceding periods.

19. INTEREST-BEARING LIABILITIES

USD million	Consolidated statement of financial position value December 31, 2023	Nominal interest rates	Repayments				
			2024	2025	2026	2027	2028 and after
		Long term 7.65%, Short term 6.68% -					
Loans from financial institutions	2,154.4	8.10 %	291.0		1,863.4		
Loans from related parties	4,077.0	5.68%, 8.20 %					4,077.0
Lease liabilities	339.8	5.24 %	89.4	69.1	45.8	36.2	63.8
Other interest-bearing liabilities	90.0	7.86 %	90.0				
Total	6,661.2		470.4	69.1	1,909.2	36.2	4,140.8

USD million	Consolidated statement of financial position value December 31, 2022	Nominal interest rates	Repayments				
			2023	2024	2025	2026	2027 and after
		Long term 5.13 %, Short term 4.78 % - 7.78 %					
Loans from financial institutions	1,965.5		173.3			1,792.2	
Loans from related parties	4,039.0	5.38 %, 3.06 %					4,039.0
Lease liabilities	196.5	4.46 %	63.5	65.7	24.5	13.0	20.3
Other interest-bearing liabilities	35.0	7.10 %	35.0				
Total	6,236.0		271.8	65.7	24.5	1,805.2	4,059.3

Carrying amounts of loans from financial institutions, loans from related parties, and other interest-bearing liabilities approximate their fair values because the loans are at floating rate.

20. OTHER LIABILITIES

Current other liabilities

USD million	December 31, 2023	December 31, 2022
Related to financing activities:		
Accrued interest	33.0	50.1
Payables related to derivatives	31.2	25.7
Related to operating and other activities:		
Liabilities for share-based payments*	18.5	—
Accrued personnel costs	148.0	120.3
Accrued advertising and promotion	57.3	42.4
Refund liabilities	35.5	38.2
Value added tax	25.7	28.8
Goods received not invoiced	25.7	25.1
Contract liabilities	25.0	20.8
Accrued royalties	8.5	13.8
Other accrued liabilities	159.2	133.6
Total	567.5	498.8

* Amount comprises only the current portion of liabilities for share-based payments. The long-term portion of liabilities for share-based payments amounted to USD 7.4 million and USD nil as of December 31, 2023 and 2022, respectively, recorded under long-term other liabilities.

21. PROVISIONS

USD million	Product warranty	Restructuring	Other	Total
Balance at January 1, 2023	22.9	6.0	8.9	37.8
Translation differences	0.5	0.1	0.8	1.4
Provisions made during the year	5.3	0.0	1.5	6.8
Provisions used during the year	(4.4)	(2.5)	(1.9)	(8.8)
Provisions reversed during the year	(0.1)	(1.4)	(0.3)	(1.8)
Balance at December 31, 2023	24.2	2.2	9.0	35.4
Long-term provisions				5.5
Current provisions				29.9
Total				35.4

USD million	Product warranty	Restructuring	Other	Total
Balance at January 1, 2022	22.5	20.0	8.4	50.9
Translation differences	(0.4)	(1.2)	0.1	(1.5)
Provisions made during the year	7.0	4.5	3.5	15
Provisions used during the year	(6.2)	(17.3)	(3.1)	(26.6)
Balance at December 31, 2022	22.9	6.0	8.9	37.8
Long-term provisions				5.6
Current provisions				32.2
Total				37.8

The majority of the provisions resulted from repair or replacement of products during their warranty period. The majority of warranty provisions are realized within one year.

On April 15, 2021 Amer Sports published a corporate strategy update, including a program to manage competitive operational cost base, which led to personnel related restructuring costs. USD 4.3 million of this program was unpaid at December 31, 2022. Provisions made during 2022 were mainly related to the suspension of all of the Company's significant commercial activities in Russia by the end of fiscal year 2022. There have been no changes in circumstances regarding the Group's activities in Russia during the fiscal year 2023.

The Group has long-term environmental provisions in the United States of USD 0.4 million and USD 0.4 million as of December 31, 2023 and 2022, respectively.

Other provisions include asset retirement obligations of some leased premises.

22. LEASES

Carrying amounts of the right-of-use assets and lease liabilities including the movements during the period of January 1 through December 31, 2023:

USD million	Land	Buildings	Machinery and equipment	Right-of-use assets	Lease liabilities
Initial cost at January 1, 2023	0.2	359.7	50.7	410.6	196.5
Additions	—	175.7	7.4	183.1	218.7
Transfers	—	(0.8)	(5.1)	(5.9)	—
Translation differences	—	4.3	2.0	6.3	—
Balance at December 31, 2023	0.2	538.9	55.0	594.1	415.2
Accumulated depreciations at January 1, 2023	—	190.8	36.2	227.0	—
Depreciations during the period	—	79.0	8.4	87.4	—
Transfers	—	(35.5)	(5.6)	(41.1)	—
Translation differences	—	2.2	1.4	3.7	—
Interest expense	—	—	—	—	12.2
Payments	—	—	—	—	(87.5)
Balance at December 31, 2023	0.2	302.3	14.6	317.1	339.8

Carrying amounts of the right-of-use assets and lease liabilities including the movements during the period of January 1, through December 31, 2022:

USD million	Land	Buildings	Machinery and equipment	Right-of-use assets	Lease liabilities
Initial cost at January 1, 2022	0.2	357.7	53.5	411.5	224.7
Additions	—	47.1	3.5	50.6	45.3
Transfers	—	(26.2)	(3.2)	(29.4)	—
Translation differences	—	(18.9)	(3.1)	(22.0)	—
Balance at December 31, 2022	0.2	359.7	50.7	410.6	270.0
Accumulated depreciations at January 1, 2022	—	165.6	34.1	199.7	—
Depreciations during the period	—	65.4	7.9	73.3	—
Transfers	—	(31.3)	(3.9)	(35.2)	—
Translation differences	—	(8.8)	(2.0)	(10.8)	—
Interest expense	—	—	—	—	8.5
Payments	—	—	—	—	(82.0)
Balance at December 31, 2022	0.2	168.9	14.5	183.6	196.5

Leases recognized in the consolidated statements of loss:

USD million	2023	2022	2021
Right-of-use depreciation expenses included in cost of goods sold	2.1	1.7	2.6
Right-of-use depreciation expenses included in operating expenses	85.3	71.5	71.4
Rent expenses relating to short-term leases	7.2	4.1	3.4
Rent expenses relating to leases of low-value assets, excluding short-term leases of low-value assets	2.2	0.9	0.6
Rent expenses for variable leases	4.5	15.7	11.7
Covid-19 rent concessions	0.0	(0.2)	(1.8)
Operating profit	101.3	93.7	87.9
Interest on lease liabilities	12.2	8.5	9.1
USD million	2023	2022	2021
Total rent expense of non-cancellable leases recognized in the consolidated statement of loss	18.1	17.5	15.7

The Company's commitments resulting from leases were as follows:

USD million	December 31, 2023	December 31, 2022
The future minimum payments of non-cancellable leases:		
Not later than one year	11.0	5.1
Later than one year but not later than five years	4.7	6.4
Later than five years	0.6	1.3
Total	16.3	12.8

Lease commitments mainly consist of those lease contracts that are for short-term leased assets and for low-value assets.

23. COMMITMENTS

USD million	December 31, 2023	December 31, 2022
Guarantees	15.7	14.7
Other commitments	210.7	217.8

Minor part of the guarantees relates to the sold Precor business. In accordance with the Share Purchase Agreement, such guarantees are the buyer's responsibility commencing from the date of purchase and are expected to be released in 2024.

Other commitments are primarily due to long-term endorsement contracts with several professional and non-professional leagues, particularly in the United States, and contracts with brand ambassadors. A certain major contract with the NBA covers a period lasting until the end of 2031, while other contracts are more short-term.

There are no guarantees or contingencies given for the management of the Group, for the shareholders, or for the associated companies.

Ongoing litigations

The Group has extensive international operations and is involved in a number of legal proceedings, including product liability suits. These litigations are assessed on an ongoing basis by evaluating the probability of any potential financial impact. During the fiscal year 2023, the Group accounted for USD 3.3 million expenses related to a certain litigation in connection with the divestiture of a business unit.

Management does not consider the outcome of any other legal proceedings currently pending as probable and does not expect any materially adverse effect on the consolidated statement of loss and other comprehensive income and loss or consolidated statement of financial position.

24. GROUP COMPANIES

Group holding, %	December 31, 2023	December 31, 2022
Amer Sports Holding (HK) Limited, Hong Kong, China	100	100
Amer Sports Holding 3 Oy, Helsinki, Finland	100	100
Amer Sports Holding 2 Oy, Helsinki, Finland	100	100
Amer Sports Holding 1 Oy, Helsinki, Finland	100	100
Amer Sports Holding Oy, Helsinki, Finland	100	100
Amer Sports Corporation, Helsinki, Finland	100	100
Amer Industries EEU SRL, Romania	100	100
Amer Sports (China) Co. Ltd., Shanghai, China	100	100
Amer Sports Shanghai Commercial Limited, Shanghai, China	100	100
Amer Sports Digital Services Oy, Helsinki, Finland	100	100
Amer Sports Europe GmbH, Garching, Germany	100	100
Amer Sports Czech Republic s.r.o., Praha, Czech	100	100
Amer Sports Deutschland GmbH, Garching, Germany	100	100
Amer Sports Europe Services GmbH, Garching, Germany	100	100
Amer Sports Export GmbH, Garching, Germany	100	100
Amer Sports Spain, S.A., Barcelona, Spain	100	100
Amer Sports UK Services Limited, Irvine, UK	100	100
Amer Sports UK Limited, Irvine, UK	100	100
Amer Sports International Oy, Helsinki, Finland	100	100
Amernet Holding B.V., Leusden, the Netherlands	100	100
Amer Sports Asia Services Limited, Hong Kong, China	100	100
Amer Sports B.V., Leusden, the Netherlands	100	100
Amer Sports Canada Inc., British Columbia, Canada	100	100
Amer Sports European Center AG, Hagendorn, Switzerland	100	100
Amer Sports HK Limited, Hong Kong, China	100	100
Amer Sports Macao Sociedade Unipessoal, Macao, China	100	100
Amer Sports Shanghai Trading Ltd, Shanghai, China	100	100
Shanghai Amer Sports Operations, Shanghai, China	100	100
Shanghai JingAn Amer Sports Goods Co., Ltd., Shanghai, China	100	100
Amer Sports Holding GmbH, Altenmarkt, Austria	100	100
Amer Sports Austria GmbH, Berghem bei Salzburg, Austria	100	100
Amer Sports Bulgaria EOOD, Chepelare, Bulgaria	100	100
Amer Sports Danmark A.p.S., Kokkedal, Denmark	100	100
Amer Sports Global Business Services Sp. z o.o., Krakow, Poland	100	100
Amer Sports Italia S.p.A., Nervesa della Battaglia, Italy	100	100
Amer Sports Luxembourg S.a r.l., Luxemburg	100	100
Amer Sports Norge A/S, Sandvika, Norway	100	100
Amer Sports Poland Sp. z o.o., Krakow, Poland	100	100
AO Amer Sports, Moscow, Russia	100	100
Atomic Austria GmbH, Altenmarkt, Austria	100	100
Amer Sports Netherlands B.V., Leusden, the Netherlands	100	100
Amer Sports Sourcing Ltd, Hong Kong, China	100	100
Amer Sports Sourcing (Shenzhen) Limited, Shenzhen, China	100	100
Amer Sports Sverige AB, Borås, Sweden	100	100
Amer Sports Vietnam Limited, Ho Chi Minh City, Vietnam	100	100
Peak Performance Canada Inc., Quebec, Canada	100	100
SSO Portugal, Unipessoal LDA, Lisbon, Portugal	100	100
Amer Sports Company, Chicago, USA	100	100
Albany Sports Co., Wilmington, USA	100	100
Amer Sports Portland Design Center, Inc., Portland, USA	100	100
Amer Sports Ski Acquisition Company, Delaware, USA	100	100
Amer Sports U.S. Financing Llc, Delaware, USA	100	100
Amer Sports Winter & Outdoor Company, Ogden, USA	100	100
ENVE Composites LLC, Ogden, USA	100	100
Wilson Sporting Goods Co., Chicago, USA	100	100
Amer Sports Australia Pty Ltd, Braeside, Australia	100	100
Amer Sports Brazil LTDA., Sao Paulo, Brazil	100	100
Amer Sports Japan, Inc., Tokyo, Japan	100	100
Amer Sports Korea, Ltd., Seoul, South Korea	51	100
Amer Sports Malaysia Sdn Bhd, Kuala Lumpur, Malaysia	100	100
Wilmex Holding Company, Delaware, USA	100	100
Nicaragua Apparel I Co, Delaware, USA	100	0
Nicaragua Apparel II Co, Delaware, USA	100	0
Nicaragua Apparel III Co, Delaware, USA	100	0
Wells Apparel Nicaragua, Sociedad Anonima, Nicaragua	100	0
Wilson Sporting Goods Co. de Mexico, S.A. de C.V., Mexico City, Mexico	100	100
Amer Sports Holding S.A.S., Annecy, France	100	100
Amer Sports France S.A.S., Villefontaine, France	100	100
Salomon S.A., Annecy, France	100	100
Amer Sports SA, Hagendorn, Switzerland	100	100
Amer Sports RO s.r.l., Romania	100	100
Amer Sports Suomi Oy, Helsinki, Finland	100	100
Amerintie 1 Oy, Helsinki, Finland	100	100
Amernet Holding Sverige AB, Borås, Sweden	100	100
Peak Performance Production AB, Stockholm, Sweden	100	100
Amer Sports Belgium NV, Wemmel, Belgium	100	100
Mascot Bidco Canada Inc., British Columbia, Canada	100	100

25. CASH FLOW HEDGE RESERVE

USD million

Balance at January 1, 2023	(3.1)
Gains and losses deferred to shareholders' equity Hedging of operating cash flows	(9.4)
Total of changes during the year	(9.4)
Deferred taxes	1.9
Balance at December 31, 2023	(10.6)
Balance at January 1, 2022	6.2
Gains and losses deferred to shareholders' equity Hedging of operating cash flows	(11.6)
Total of changes during the year	(11.6)
Deferred taxes	2.3
Balance at December 31, 2022	(3.1)
Balance at January 1, 2021	(37.4)
Gains and losses deferred to shareholders' equity Hedging of operating cash flows	54.5
Total of changes during the year	54.5
Deferred taxes	(10.9)
Balance at December 31, 2021	6.2

26. RELATED PARTY TRANSACTIONS

Related parties of the Company comprise the following:

Owners, each with significant influence over Amer Sports, Inc.:

ANTA Sports Products Limited, Anamered Investments Inc.

FountainVest Partners

Parent company and ultimate controlling party: Amer Sports Holding (Cayman) Limited

The Boards of Directors of

Amer Sports, Inc.,

Amer Sports Holding (Cayman) Limited

Amer Sports Holding 3 Oy

The Executive Committee and the Executive Board of Amer Sports

Amer Sports Management Company (Cayman) Limited

President and CEO of Amer Sports Corporation

Low Tide Properties Ltd.

The subsidiaries of Amer Sports, Inc. are listed in note 24.

ANTA Sports transactions with the Company comprise the following:

USD million	2023	2022	2021
Purchases of goods and services from ANTA Sports and subsidiaries	26.7	8.6	5.9
Sales to ANTA Sports and subsidiaries	1.1	1.9	4.9

Sales to ANTA Sports are based on the same conditions that apply to third parties.

Key management includes the Board of Directors of Amer Sports, Inc., the Board of Directors of Amer Sports Holding 3 Oy and the Executive Committee and the Executive Board.

Compensation to key management recognized in earnings:

USD million	2023	2022	2021
Salaries and other short-term employee benefits	12.7	11.0	11.9
Post-employment benefits	0.5	0.2	0.3
Termination benefits	0.9	—	—
Share-based payments	19.5	—	—
Other long-term benefits	0.3	0.8	—
Total	<u>33.9</u>	<u>12.0</u>	<u>12.2</u>

The members of the Executive Board and Executive Committee receive a fixed remuneration and a short-term variable remuneration in the form of an annual bonus based on the Group's annual financial targets. In addition, they participate in the share-based payment program of Amer Sports. Please refer to note 9 for information on the share-based payment program.

No remuneration was paid to the Boards of Directors. Members of the Boards of Directors do not have contractual retirement benefits with the Company and they are not included in Amer Sports' incentive plans.

No loans have been granted to the key management.

The Company was granted the following long-term loans from the parent company Amer Sports Holding (Cayman) Limited:

USD million	December 31, 2023	December 31, 2022
Long-term loans from the parent company:		
Investment Loan	2,641.0	2,654.5
Facility A Loan	<u>1,436.5</u>	<u>1,386.6</u>
Total	<u>4,077.5</u>	<u>4,041.1</u>

In relation to these long-term loans, the Company made prepayments for interest expenses amounting to USD nil and USD 40.3 million as of December 31, 2023 and 2022, respectively.

At the Group level, the loan has been netted by upfront fee related to aforementioned loan.

USD million	2023	2022	2021
Interest expenses to the parent company:			
Investment Loan	205.0	124.7	128.9
Facility A Loan	21.4	13.8	13.8
Capital Loan	—	—	0.2
Total	<u>226.4</u>	<u>138.5</u>	<u>142.9</u>

The Investment Loan is an unsecured loan from Amer Sports Holding (Cayman) Limited. Borrowings thereunder accrue interest at a rate equal to the percentage rate per annum which is the aggregate of the applicable margin of 4.00%, 4.25% or 4.50%, depending on the current leverage ratio, and EURIBOR for any loans in euros and LIBOR for all other loans, plus 0.25%. The Investment Loan matures on March 26, 2029.

The Facility A Loan is an unsecured loan from Amer Sports Holding (Cayman) Limited. Borrowings thereunder accrue interest at a rate equal to the percentage rate per annum which is the aggregate of the applicable margin of 2.00% or 1.75%, depending on the current leverage ratio, and EURIBOR, plus a margin to be determined from time to time. The Facility A Loan matures on March 26, 2029.

For the Investment Loan and Facility A Loan, the accrual of interest under both loans has been temporarily suspended subsequent to December 31, 2022 in anticipation of the IPO and the related equitization and repayment of the loans in connection with this event. The temporary suspension of interest is accounted for as a capital contribution.

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The Capital Loan is an unsecured loan from Amer Sports Holding (Cayman) Limited. Borrowings thereunder accrue interest at a rate equal to the percentage rate per annum which is the aggregate of the applicable margin of 4.00%, 4.25% or 4.50%, depending on the current leverage ratio, and EURIBOR for any loans in euros and LIBOR for all other loans, plus 0.25%. The Capital Loan matures on March 26, 2029.

The EUR 1.3 billion external Facility A loan that Amer Sports Holding (Cayman) Limited entered into in 2019 includes two financial covenants. Under a leverage covenant, the total Net Debt to Adjusted EBITDA may not exceed 4.75:1 and under an interest coverage covenant, the ratio of Adjusted EBITDA to Net Finance Charges may not be less than 4.00:1. Both covenants are tested every 30th of June and 31st of December after the utilization date and the calculations are to be performed in accordance with Hong Kong GAAP, together with financial definitions and clauses of the agreement.

The following balances are outstanding at the end of the respective reporting periods in relation to transactions with related parties (except for the long-term loan from the parent company mentioned above):

USD million	December 31, 2023	December 31, 2022
<i>ANTA Sports and subsidiaries</i>		
Current payables (purchases of goods and services)	6.3	5.3
Current receivables (sales of goods)	0.0	0.0
<i>Amer Sports Holding (Cayman) Limited</i>		
Accounts receivable, net	18.0	16.7
Prepaid interest	—	40.3
Other receivables	13.3	11.2
<i>Key management personnel</i>		
Provisions short and long-term incentive	17.9	3.7
<i>Amer Sports Management Company (Cayman) Limited</i>		
Loans from related parties taken in 2022	11.9	11.1
Interest expenses	0.8	0.4
<i>Low Tide Properties Ltd.</i>		
Right-of-use asset / Lease liability	0.9	—

In addition to the USD 11.9 million loan, Amer Sports Management Company (Cayman) Limited also holds 352,193 B shares (USD 1.8 million) of the Company, amounting to 0.3% of the total outstanding shares of the Company.

Current payables to and receivables from ANTA Sports have a short-term maturity, are interest free and not secured.

For the loans from Amer Sports Management Company (Cayman) Limited taken in 2022, the accrual of interest has been temporarily suspended subsequent to December 31, 2022 in anticipation of the IPO and the related equitization and repayment of the loans in connection with this event. The temporary suspension of interest is accounted for as a capital contribution.

27. BALANCE SHEET VALUES OF FINANCIAL ASSETS AND LIABILITIES BY MEASUREMENT CATEGORIES

December 31, 2023 USD million	Financial assets/ liabilities at fair value through profit and loss	Derivative financial instruments used in cash flow hedge accounting	Financial assets/ liabilities measured at amortized cost	Financial assets at fair value through OCI	Carrying amount by balance sheet item
NON-CURRENT FINANCIAL ASSETS					
Other non-current financial assets			70.2	9.2	79.4
Derivative financial instruments ³					
Interest rate derivatives	3.3				3.3
CURRENT FINANCIAL ASSETS					
Hold-to-collect accounts receivable			597.2		597.2
Available for sale factoring receivables				2.6	2.6
Other non-interest yielding receivables ¹			118.0		118.0
Promissory notes ¹				6.8	6.8
Derivative financial instruments ³					
Foreign exchange derivatives	3.9	8.5			12.5
Interest rate derivatives		0.8			0.8
Cash and cash equivalents			483.4		483.4
Balance by category at December 31, 2023	7.2	9.3	1,268.8	18.6	1,303.9
LONG-TERM FINANCIAL LIABILITIES					
Long-term interest-bearing liabilities			5,940.4		5,940.4
Long-term lease liabilities			250.4		250.4
Other long-term liabilities			27.6		27.6
Derivative financial instruments ³					
Foreign exchange derivatives		1.8			1.8
CURRENT FINANCIAL LIABILITIES					
Current interest-bearing liabilities			381.0		381.0
Current lease liabilities			89.4		89.4
Accounts payable			426.5		426.5
Other current liabilities ²			507.8		507.8
Derivative financial instruments ³					
Foreign exchange derivatives	9.6	21.2			30.8
Interest rate derivatives		0.4			0.4
Balance by category at December 31, 2023	9.6	23.4	7,623.1	—	7,656.1

December 31, 2022 USD million	Financial assets/liabilities at fair value through profit and loss	Derivative financial instruments used in cash flow hedge accounting	Financial assets/ liabilities measured at amortized cost	Financial assets at fair value through OCI	Carrying amount by balance sheet item
NON-CURRENT FINANCIAL ASSETS					
Other non-current financial assets			55.3	8.9	64.2
Derivative financial instruments ³					
Interest rate derivatives	5.7				5.7
CURRENT FINANCIAL ASSETS					
Hold-to-collect accounts receivable			675.4		675.4
Other non-interest yielding receivables ¹			124.4		124.4
Promissory notes ¹				5.5	5.5
Derivative financial instruments ³					
Foreign exchange derivatives	5.9	17.6			23.5
Cash and cash equivalents			402.0		402.0
Balance by category at December 31, 2022	11.5	17.6	1,257.1	14.4	1,300.7
LONG-TERM FINANCIAL LIABILITIES					
Long-term interest-bearing liabilities			5,831.2		5,831.2
Long-term lease liabilities			133.0		133.0
Other long-term liabilities			32.7		32.7
CURRENT FINANCIAL LIABILITIES					
Current interest-bearing liabilities			208.3		208.3
Current lease liabilities			63.5		63.5
Accounts payable			435.6		435.6
Other current liabilities ²			444.3		444.3
Derivative financial instruments ³					
Foreign exchange derivatives	3.9	19.7			23.7
Interest rate derivatives		2.0			2.0
Balance by category at December 31, 2022	3.9	21.8	7,148.5	—	7,174.2

USD million	December 31, 2023	December 31, 2022
¹ Other non-interest yielding receivables		
Prepaid expenses and other receivables	162.3	173.3
./. Other tax receivables	24.3	19.9
./. Derivative financial instruments	13.2	23.5
./. Promissory notes	6.8	5.5
Total	118.0	124.4
² Other current liabilities		
Accrued liabilities	567.5	498.8
./. Other tax liabilities	28.5	28.8
./. Derivative financial instruments	31.2	25.7
Total	507.8	444.3

³ The values as per the consolidated statement of financial position of the derivatives have been recorded as they are disclosed in the Group's consolidated statement of financial position and fair value reserve, and therefore cannot be reconciled with their actual fair values.

The following table presents the Group's financial assets and liabilities that are measured at fair value at December 31, 2023:

	Level 1	Level 2	Level 3	Total
Assets				
Financial assets at fair value through profit or loss		7.2		7.2
Derivative financial instruments used in hedge accounting		9.3		9.3
Other non-current financial assets at fair value through OCI			18.6	18.6
Total		16.5	18.6	35.1
Liabilities				
Financial liabilities at fair value through profit or loss		9.6		9.6
Derivative financial instruments used in hedge accounting		23.4		23.4
Total		33.0		33.0

The following table presents the Group's financial assets and liabilities that are measured at fair value at December 31, 2022:

	Level 1	Level 2	Level 3	Total
Assets				
Financial assets at fair value through profit or loss		11.5		11.5
Derivative financial instruments used in hedge accounting		17.6		17.6
Other non-current financial assets at fair value through OCI			14.4	14.4
Total		29.1	14.4	43.5
Liabilities				
Financial liabilities at fair value through profit or loss		3.9		3.9
Derivative financial instruments used in hedge accounting		21.8		21.8
Total		25.7		25.7

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Carrying amounts of current financial instruments carried at amortized cost are reasonable approximation of fair value due to their short-term nature. Carrying amounts of loans from financial institutions, loans from related parties, and other interest-bearing liabilities approximate their fair values because the loans are at floating rate.

Level 1: The fair value of financial instruments traded in active markets is based on quoted market prices at the end of the reporting period. The Group does not have any financial instrument included in level 1.

Level 2: The fair value of financial instruments that are not traded in an active market (e.g. over-the-counter derivatives) is determined using valuation techniques that maximize the use of observable market data and rely as little as possible on entity-specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in level 2.

Level 3: If one or more of the significant inputs is not based on observable market data, the instrument is included in level 3. This is the case for unlisted equity securities. The Group's policy is to recognize transfers into and out of fair value hierarchy levels as at the end of the reporting period. There were no transfers between levels 2 and 3 for recurring fair value measurements during the fiscal years.

Specific valuation techniques used to value financial instruments include:

- for interest rate swaps - the present value of the estimated future cash flows based on observable yield curves
- for foreign currency forwards - the present value of future cash flows based on the forward exchange rates at the consolidated statement of financial position, and
- for other financial instruments - discounted cash flow analysis.

All of the resulting fair value estimates are included in level 2, except for unlisted equity securities, promissory notes and available for sale factoring receivables, where the fair values have been determined based on present values and the discount rates used were adjusted for counterparty or own credit risk. In cases where credit risk of counterparty is low and maturity is short-term, the carrying amount of such instrument approximates its fair value.

The following table show the valuation technique used in measuring level 3 fair values for financial instruments in the consolidated statement of financial position, as well as the significant unobservable inputs used.

Type	Valuation technique	Significant unobservable input
Unlisted equity securities	Market comparison approach: fair value of unlisted equity securities is determined by reference to market multiples of comparable listed companies, adjusted by discount for lack of marketability.	(i) Sales growth factor (ii) Risk-adjusted discount rate
Promissory notes	The carrying amount approximates fair value due to the short-term maturity of these instruments and low credit risk of counterparty.	The carrying amount approximates fair value due to the short-term maturity of these instruments and low credit risk of counterparty.
Available for sale factoring receivables	The carrying amount approximates fair value due to the short-term maturity of these instruments and low credit risk of counterparty.	The carrying amount approximates fair value due to the short-term maturity of these instruments and low credit risk of counterparty.

As of each reporting year end, the Group analyses the level 3 fair values and performs an assessment of the movements, if any. The Group may engage external valuation experts to perform valuation on the level 3 fair value if the amount involved is significant or the valuation process requires significant judgement. For example, the Group engaged external valuation experts to perform valuation on its investment in Liesheng in 2022.

The following table presents the changes in level 3 items during the years:

USD million	Unlisted equity securities	Promissory notes	Available for sale factoring receivables	Total
Opening balance January 1, 2022	0.3	5.9	29.2	35.4
Additions	19.5	5.5	—	25.0
Disposals	0.0	(5.9)	(27.8)	(33.7)
Losses recognized in OCI	(10.9)	0.0	—	(10.9)
Losses recognized in the consolidated statement of loss *	—	0.0	(1.4)	(1.4)
Closing balance December 31, 2022	8.9	5.5	0.0	14.4
Additions	—	6.8	2.6	9.4
Disposals	—	(5.5)	—	(5.5)
Losses recognized in OCI	0.3	—	—	0.3
Losses recognized in the consolidated statement of loss *	—	—	—	0.0
Closing balance December 31, 2023	9.2	6.8	2.6	18.6

* Gains or (losses) are recognized in financing costs. The amount includes unrealized gains or (losses) recognized in the consolidated statement of loss attributable to balances held at the end of the reporting period, if any.

28. FINANCIAL RISK MANAGEMENT

Amer Sports, Inc. is exposed to customary financial risks such as commodity price risks, inflation risks, funding and liquidity risks, foreign exchange and interest rate risks, counterparty and credit risks.

COMMODITY PRICE RISK

Amer Sports is exposed to commodity and other price risk, including from rubber, nylon, polyester and steel, aluminum and other materials, which we either purchase directly or in a converted form such as fabric, as well as other inputs, including energy, transportation and logistics services. To manage risks of commodity price changes, management negotiates prices in advance when possible. Amer Sports has not historically managed commodity price exposures by using derivative instruments.

INFLATION RISK

Inflationary pressures have recently increased, and may continue to increase, the costs of labor, raw materials and other inputs for Amer Sports' products. Amer Sports has experienced, and may continue to experience, higher than expected inflation, including escalating transportation, commodity and other supply chain costs and disruptions. If our costs are subject to significant inflationary pressures, Amer Sports may not be able to offset such higher costs through price increases, which could adversely affect its business, results of operations or financial condition.

Funding and liquidity risks, foreign exchange and interest rate risks, counterparty, and credit risks are managed by Amer Sports Treasury, which acts as an in-house bank providing financial services for subsidiaries within the Amer Sports Group. The Treasury related operational risk management is governed by the Group's Treasury Policy which includes principles and risk limits. Amer Sports Treasury follows and monitors operational risks constantly and does not allow any material deviations from the Treasury Policy.

As a consequence of the Group's ownership change, the Senior Facilities Agreement signed on March 20, 2019, is a cornerstone of Amer Sports' funding and hence provides both options and limitations to activities that relate to funding and liquidity management. The agreement has been signed by financing banks, Amer Sports Holding 1 Oy (former Mascot Midco 1 Oy) as the parent and Amer Sports Holding Oy (former Mascot Bidco Oy) as the Company.

Under the historical ownership structure, the general availability of funding and liquidity including the management of the related risks was arranged in close co-operation with the parent company.

FUNDING RISK

Funding risk is the risk that Amer Sports, Inc. will encounter difficulty in raising funds to meet commitments associated with existing financial instruments.

In 2023, 2022 and 2021 Amer Sports, Inc.'s subsidiaries incurred financial commitments, as described below.

In February 2021, Amer Sports European Center AG incurred a USD 35 million short-term loan to finance Amer Sports Group's payments to certain vendors in Asia.

In April 2021, Amer Sports Company and Amer Sports Canada Inc., Arc'teryx division repaid the EUR 100 million term loan raised in 2020 in full prior to maturity.

In 2022, no new external financing arrangements were finalized. However, Amer Sports European Center AG's USD 35 million short-term loan was extended by 12 months.

In 2022, minority share investors invested equity and debt through the related party entity Amer Sports Amer Sports Management Company (Cayman) Limited. The invested debt was EUR 10.5 million, pays floating rate interest and matures in 2029.

In February 2023, Amer Sports European Center AG's short-term loan totalling to USD 35 million was extended by 12 months. In February 2023 and in October 2023, Amer Sports European Center AG incurred a USD 15 million and a USD 40 million short-term loan to finance Amer Sports Group's payments to certain vendors in Asia.

LIQUIDITY RISK

At an operational level, the Group's liquidity risks revolve around its cyclical need for working capital and such expenses are a significant factor in shaping its overall liquidity strategy. Typically, the highest level of working capital has been reached in the third quarter, when short-term debt is tied up in inventories and accounts receivable.

The term loan B was fully drawn in 2019 and no prepayment was done until end of 2023.

A USD 348 million (EUR 315 million) revolving credit facility limit is part of the Senior Facilities Agreement and is intended to assist with Amer Sports' short-term liquidity needs.

Amer Sports Treasury has established several cash pooling structures with the Group's relationship banks in order to manage the liquidity of the Group. Treasury Policy sets guidelines for the management of liquidity that is outside cash pooling structures.

Liquidity in excess of operating needs may be invested inline with the Treasury Policy and the Senior Facilities Agreement.

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The below table is a breakdown of the Group's non-derivative financial liabilities and net-settled derivatives in their contractual maturities.

MATURITY ANALYSIS FOR FINANCIAL LIABILITIES BASED ON THEIR CONTRACTUAL MATURITY

USD million	December 31, 2023							
	Consolidated statement of financial position value	Available	Total	< 1 year	1-2 years	2-3 years	3-4 years	> 5 years
Loans from financial institutions								
Repayments	2,154.4		2,154.4	291.0		1,863.4		
Interest			323.6	151.6	123.6	48.4		
Loans from related parties								
Repayments	4,077.0		4,077.0					4,077.0
Interest			830.7	20.8	0.9	0.9	0.9	807.3
Lease liabilities								
Repayments	339.8		339.8	89.4	69.1	45.8	36.2	99.2
Other interest-bearing liabilities								
Repayments	90.0		90.0	90.0				
Interest			4.2	4.2				
Accounts payable								
Repayments	426.5		426.5	426.5				
Total								
Repayments	7,087.7		7,087.7	896.9	69.1	1,909.2	36.2	4,176.2
Interest			1,158.5	176.6	124.5	49.3	0.9	807.3
Committed revolving credit facility		348.1	291.0	291.0				
Derivative liabilities								
Foreign exchange derivatives under hedge accounting			1,375.8	1,330.0	45.8			
Other foreign exchange derivatives			1,038.0	1,038.0				
Derivative assets								
Foreign exchange derivatives under hedge accounting			1,372.3	1,327.3	45.0			
Other foreign exchange derivatives			1,031.0	1,031.0				
Interest rate derivatives under hedge accounting, fair value	0.8		0.8	0.8				
Other interest rate derivatives, fair value	3.3		3.3		3.3			

USD million	December 31, 2022							
	Consolidated statement of financial position value	Available	Total	< 1 year	1-2 years	2-3 years	3-4 years	> 5 years
Loans from financial institutions								
Repayments	1,965.5		1,965.5	173.3			1,792.2	
Interest			478.3	151.1	142.1	130.1	54.9	
Loans from related parties								
Repayments	4,039.0		4,039.0					4,039.0
Interest			1,065.8	59.9	36.4			969.5
Lease liabilities								
Repayments	196.5		196.5	63.5	65.7	24.5	13.0	29.8
Interest			11.7	4.7	2.9	1.8	1.1	1.2
Other interest-bearing liabilities								
Repayments	35.0		35.0	35.0				
Interest			0.6	0.6				
Accounts payable								
Repayments	435.6		435.6	435.6				
Total								
Repayments	6,671.6		6,671.6	707.4	65.7	24.5	1,805.2	4,068.8
Interest			1,556.3	216.3	181.4	131.9	56.0	970.7
Committed revolving credit facility		336.0	173.5	173.3	0.2			
Derivative liabilities								
Foreign exchange derivatives under hedge accounting			1,053.5	1,053.5				
Other foreign exchange derivatives			822.6	822.6				
Derivative assets								
Foreign exchange derivatives under hedge accounting			1,057.0	1,057.0				
Other foreign exchange derivatives			823.6	823.6				
Other interest rate derivatives, fair value	5.7		5.7			5.7		

CHANGES IN LIABILITIES ARISING FROM FINANCING ACTIVITIES

USD million	Current interest- bearing loans	Current obligations under leases	Long-term interest- bearing loans	Long-term obligations under leases	Derivative financial instruments ³	Total
Balance at January 1, 2023	208.3	63.5	5,831.1	133.0	25.7	6,261.6
Cash flows	170.0	(87.7)				82.3
Foreign exchange movement	2.7		211.5			214.2
Changes in fair values ³					7.3	7.3
Transfers from long-term to short-term		65.7		(65.7)		0.0
Changes in leases		47.9		183.1		231.0
Capitalization of accrued interest						0.0
Other			(102.2)			(102.2)
Balance at December 31, 2023	381.0	89.4	5,940.4	250.4	33.0	6,694.2
Balance at January 1, 2022	34.8	66.5	6,036.0	158.2	8.5	6,304.0
Cash flows	172.3	(82.0)	11.7			102.0
Foreign exchange movement	1.2		(355.0)			(353.8)
Changes in fair values ³					17.2	17.2
Transfers from long-term to short-term		71.1		(71.1)		0.0
Changes in leases		7.9		45.9		53.8
Capitalization of accrued interest			126.2			126.2
Other			12.2			12.2
Balance at December 31, 2022	208.3	63.5	5,831.1	133.0	25.7	6,261.6

³ The statement of financial position values of the derivatives have been recorded as they are disclosed in the Group's statement of financial position and fair value reserve, and therefore cannot be reconciled with their actual fair values.

CURRENCY RISK

Transaction risk arises from foreign currency denominated receivables and liabilities, cash flows in foreign currencies and derivatives. Translation risk relates to the foreign currency denominated earnings when they are translated into USD. Amer Sports has operations in most of the major currency areas, and its sales are diversified in multiple currencies. On the business unit level, transaction risk arises when the unit sells in its home currency but the cost base is in foreign currencies or sells or buys goods in foreign currencies. Amer Sports' risk management is aiming to eliminate material uncertainties relating to foreign exchange rates.

At the end of the year, Amer Sports' currency position consisted of intercompany and external interest-free and interest-bearing foreign currency denominated receivables and liabilities and foreign exchange derivatives. Foreign exchange derivatives include both balance sheet and cash flow hedges.

Balance sheet risks have been managed by financing Amer Sports' subsidiaries in their functional currencies. The risks have been concentrated on the centralized distribution and purchasing units that invoice the subsidiaries in their respective functional currencies. Amer Sports' risk for the consolidated statement of financial position arises from internal and external liabilities in foreign currencies.

The following table sets out the foreign exchange positions in the most significant currencies at the reporting date:

USD million	December 31, 2023					December 31, 2022					December 31, 2021				
	USD	HKD	GBP	CHF	SEK	USD	CAD	HKD	CHF	SEK	USD	CAD	HKD	CHF	SEK
Interest-bearing intercompany receivables	36.1			0.1	8.4	172.0	109.3			5.1	146.4	32.5			
External receivables	41.5		3.1	1	(1.2)	37.0	(21.7)		1.9	0.5	1.9	(10.0)		0.6	(0.1)
Intercompany receivables	1.8	0.7	7	4.5	7.6	28.2	(47.9)	0.1	4.9	7.5	35.8	(28.1)		10.1	10.5
Interest-bearing external liabilities	(160.0)					(155.0)					(35.0)				
Interest-bearing intercompany liabilities		(128.9)	(29.5)					(67.3)	(1.4)				(26.4)	(9.1)	(12.9)
External payables	(118.8)	(0.6)	(1.3)	(0.6)	1	(157.1)	40.9		(1.1)	0.2	(49.0)	24.4		(0.3)	
Intercompany payables	(59.1)	0	(2.3)	0.1	(1)	(45.9)	32.2		(1.0)	0.3	(20.3)	6.9		(6.0)	(1.9)
Foreign exchange derivatives	562.7	123.7	(88.4)	(85.9)	(76.9)	453.3	(133.5)	61.9	(59.7)	(59.5)	289.5	(73.6)	25.8	(43.8)	(61.2)
Total	304.2	(5.1)	(111.4)	(80.8)	(62.1)	332.5	(20.7)	(5.3)	(56.4)	(45.9)	369.3	(47.9)	(0.6)	(48.5)	(65.6)

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The tables below present the sensitivity of the statement of shareholders' equity (deficit) and the statement of loss at the reporting date to the strengthening of the euro by 10%, provided other factors remain unchanged. The weakening of the euro by 10% would cause a similar change in the opposite direction:

Dec 31, 2023					
USD million	USD	HKD	GBP	CHF	SEK
Statement of shareholders' equity (deficit)	(72.9)	0.0	10.6	6.9	5.9
Statement of loss	42.5	0.5	0.5	1.1	0.3

Dec 31, 2022					
USD million	USD	CAD	HKD	CHF	SEK
Statement of shareholders' equity (deficit)	(61.0)	(0.2)	0.0	5.0	4.5
Statement of loss	28.4	2.2	0.5	0.5	0.1

Dec 31, 2021					
USD million	USD	CAD	HKD	CHF	SEK
Statement of shareholders' equity (deficit)	(44.6)	2.3	0.0	3.3	5.5
Statement of loss	7.7	2.5	0.0	1.6	1.0

Earnings sensitivity before taxes is influenced by changes in the fair value of derivative instruments not used in hedge accounting and on-balance hedging derivative instruments as well as changes in the value of on-balance currency-denominated loans and receivables. Shareholders' equity (deficit) is mainly affected by changes in the fair value of derivative instruments used in hedge accounting recognized under the hedge reserve.

The following table sets out Amer Sports' cash flows pursuant to its hedging policy for the next 24 months as at December 31, 2023 (USD million):

USD	CNH	GBP	CHF	SEK	NOK	PLN	CZK	OTHER
(1,578.8)	408.6	259.0	162.7	146.6	79.9	78.5	54.9	97.6

The following table sets out the hedging of Amer Sports' cash flows as at December 31, 2023 (USD million):

USD	CNH	GBP	CHF	SEK	NOK	PLN	CZK	OTHER
676.9	(148.7)	(106.2)	(69.3)	(59.3)	(30.8)	(30.0)	(20.8)	(26.1)

The following table sets out Amer Sports' cash flows pursuant to its hedging policy for the next 24 months as at December 31, 2022 (USD million):

USD	CNH	SEK	GBP	CHF	NOK	CZK	PLN	Other
(1,350.3)	233.6	157.9	147.2	136.5	114.1	54.4	50.1	123.7

The following table sets out the hedging of Amer Sports' cash flows as at December 31, 2022 (USD million):

USD	CNH	SEK	GBP	CHF	NOK	CZK	PLN	Other
544.0	(83.2)	(44.8)	(53.3)	(52.3)	(39.5)	(21.3)	(18.1)	(48.0)

The following table sets out Amer Sports' cash flows pursuant to its hedging policy for the next 24 months as at December 31, 2021 (USD million):

USD	SEK	GBP	CAD	CHF	CNH	NOK	JPY	Other
(1,322.3)	214.3	157.8	147.0	140.1	93.9	88.6	58.2	172.4

The following table sets out the hedging of Amer Sports' cash flows as at December 31, 2021 (USD million):

USD	SEK	GBP	CAD	CHF	CNH	NOK	JPY	Other
386.0	(58.4)	(43.8)	(22.8)	(39.2)	(50.1)	(33.3)	(16.7)	(64.7)

According to Amer Sports' hedging policy, the transaction risk arising from subsidiaries' business operations is hedged between 12-24 months. In practice, the hedge ratios are higher for closer months than for later months. The hedge ratio is maintained between 55% and 95% of 24 months cash flow, except in currencies with high interest rate where the hedge horizon is 12-18 months. Hedge ratios are monitored daily. The hedged cash flow is expected to be realized during the following 12-24 months. Amer Sports hedges only annual cash flows or other exposures with a value of over EUR 5.0 million. Amer Sports temporarily shortened the hedging horizon to 15 months and in 2023 has managed to reach longer tenors again, but not yet in the extent of the Treasury Policy.

Amer Sports applies hedge accounting to the forecasted sales or purchases in foreign currencies related to its operating activities for cash flows with a counter value of over EUR 10 million per currency pair in the entity. The effectiveness is assessed quarterly by analysing the critical terms. The critical terms of the hedging instrument and the forecasted hedged transactions are significantly the same. The forecasted hedged transactions are expected to occur in the same fiscal month as the maturity date of the hedging instrument, and therefore, the hedge is expected to be effective. Subsequent assessments of effectiveness are performed by verifying and documenting whether the critical terms of the hedging instrument and forecasted hedged transactions have changed during the period in review and whether it remains probable. If there are no such changes in critical terms, the Group will continue to conclude that the hedging relationship is effective. Sources of ineffectiveness, including timing differences in the settlement of forecasted hedged transactions and hedging instruments, and changes in credit risk of the hedging instruments, are not considered material.

Foreign exchange differences of foreign exchange derivatives are recognized as hedging reserve while interest rate differentials related to the foreign exchange derivatives are recorded through the consolidated statement of loss.

According to its Treasury Policy, Amer Sports may hedge 0 to 50% of subsidiaries' equity. At the end of 2023 and 2022, there were no outstanding equity hedges or net investment hedges.

INTEREST RISK

The Company is exposed to interest rate risk when it funds its group operations with external debt. The risk arises from the repricing of floating rate debt and with the raising of new floating rate debt. A fixed rate debt is subject to "fair value risk". The purpose of interest rate risk management is to bring predictability for interest expenses. Amer Sports Treasury may hedge the outstanding or forthcoming interest rate position of Amer Sports Group by using interest rate derivatives defined in the Treasury Policy.

The duration of the loans in Amer Sports, Inc. was 1 month in 2023, 1 month in 2022 and 3 months in 2021. 10% of the debt portfolio was at fixed rate as of December 31, 2023, 2% in 2022 and 2% in 2021.

Cash and cash equivalents are excluded from the interest rate risk portfolio of the group due to their short-term nature.

The sensitivity of the consolidated statement of loss contains changes in interest expenses for the next 12 months due to an increase/decrease of 1% in market interest rates, provided that other factors remain unchanged.

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The below table illustrates the sensitivity of the consolidated statement of shareholders' equity and the consolidated statement of loss to an increase of 1% in interest rates, provided that other factors remain unchanged. The sensitivity is calculated to interest-bearing liabilities. Interest rate floors are excluded from the calculations.

USD million	Position	December 31, 2023
Statement of shareholders' equity (deficit)	552.5	2.3
Statement of loss	5,795.0	(51.7)
Statement of loss due to ineffective		
Other interest rate derivatives	110.5	1.4

USD million	Position	December 31, 2022
Statement of shareholders' equity (deficit)	—	—
Statement of loss	5,967.1	(52.5)
Statement of loss due to ineffective		
Other interest rate derivatives	106.7	1.9

USD million	Position	December 31, 2021
Statement of shareholders' equity (deficit)	—	—
Statement of loss	6,004.3	(48.5)
Statement of loss due to ineffective		
Other interest rate derivatives	113.3	3.9

The effective interest rate of the debt used for financing was 6.2% in 2023, 4.0% in 2022 and 4.2% in 2021. The effective interest rate is calculated by taking into account interest expenses, financing expenses and derivatives' expenses.

The average interest rate of the Group's interest-bearing debt was 6.3% in 2023, 4.0% in 2022 and 3.6% in 2021.

The Group has outstanding non-hedge accounting related interest rate derivatives. The derivatives used to hedge floating rate loans that have been repaid. Although the original loans were repaid, it was decided to maintain these derivatives as a protection against interest rate risks related to the new funding.

The expected impact from interest rate benchmark reform concerning IBOR reference rates replacement is considered to be limited for Amer Sports, since the majority of the Group's external contracts are tied to EURIBOR reference rates. Amer Sports' IBOR exposure is mainly related to USD LIBOR linked external short term loans and funding that amounted to USD 155 million as of December 31, 2022 and have yet to transition to an alternative benchmark rate. USD LIBOR publication ceased after June 2023.

CREDIT RISK

Amer Sports, Inc. is exposed to customary credit risk through accounts receivables that are held in the Company's consolidated statement of financial position. The Company has a global customer base, and there are no significant risk concentrations. The largest single customer accounts for 4% of total accounts receivable and the largest 20 combined total about 32%. At the end of year 2023 the actual payment time for the outstanding sales was 49 days.

Amer Sports uses credit insurance in most of the countries in EMEA and Japan to protect against the risk of non-payment and to secure sales up to predefined limits.

Excess liquidity can be placed to the market according to the Treasury Policy's and the Senior Facilities Agreement's credit criteria and limits.

The credit risk arising from Amer Sports' derivatives is considered low. The risk is minimized by careful selection of counterparties, their limited share of the total portfolio and by monitoring counterparties' creditworthiness and outstanding liabilities towards Amer Sports.

The following table sets out the consolidated statement of financial position values or fair values of financial assets which represent the maximum amount of the credit risk at the reporting dates:

USD million	Statement of financial position value or fair value December 31, 2023	Statement of financial position value or fair value December 31, 2022
Non-current financial assets		
Other non-current financial assets	79.4	64.2
Derivative financial instruments ³		
Interest rate derivatives	3.3	5.7
Current financial assets		
Hold-to-collect accounts receivables	597.2	675.4
Available for sale factoring receivables	2.6	0.0
Other interest-free receivables	118.0	124.4
Promissory notes	6.8	5.5
Derivative financial instruments ³		
Foreign exchange derivatives	12.5	23.5
Interest rate derivatives	0.8	—
Cash and cash equivalents	483.4	402.0

³ The values as per the consolidated statement of financial position of the derivatives have been recorded as they are disclosed in the Group's consolidated statement of financial position and fair value reserve, and therefore cannot be reconciled with their actual fair values.

Factoring

A subsidiary of the Group entered into a factoring agreement, originally in 2013 and subsequently amended and restated in 2022, with a third-party banking institution ("Factor"), pursuant to which the Group agreed to sell accounts receivable up to a limit of USD 50 million in exchange for advanced funding equal to 100% of the principal value of the invoice on a non-recourse basis. Information on accounts receivable identified for factoring are provided and verified by the Factor prior to being accepted for factoring. The Group is charged a fee of commission of 0.4% on the basis of purchased gross invoice amount, and an adjustment rate of the Daily Simple SOFR plus 1.50% per annum, based on the number of days between the purchase date and the settlement date. The program is in place for certain approved US based obligors. The year-end value of uncollected receivables transferred as part of the factoring program was USD 39.4 million as of December 31, 2023 and USD 34.6 million as of December 31, 2022. As of December 31, 2023 and December 31, 2022, the total accounts receivable balances transferred to the Factor amounted to USD 232.9 million and USD 116.2 million, respectively.

The Group entered into a new receivables financing arrangements between two other subsidiaries and with a third-party banking institution ("Factor in EMEA") on December 15, 2023. The year-end value of uncollected receivables transferred as part of the factoring program was USD 57.9 million as of December 31, 2023. As of December 31, 2023 the total accounts receivable balances transferred to the Factor in EMEA amounted to USD 57.9 million. There is no recourse or other liability included in the program. The financial expenses of the program didn't produce material impact on the financial result of the Group given the start in late December 2023.

The fair value of the continuing involvement in the transferred trade receivables amounted to USD 0.7 million for the US program and USD 0.9 million for the EMEA program as of December 31, 2023, which corresponds to the maximum payment and the undiscounted cash outflows the Group might have to pay in case of late payment. The Group has assessed that significantly all risks and rewards of the transferred accounts receivables have been transferred to the Factors. The Group only retains the risk of late payments of the underlying debtors, which has been considered immaterial for the consolidated financial statements. All of the potential cash outflows have a maturity of less than 12 months. The objective of Amer Sports sale of receivables arrangements is to balance the liquidity swings of the Group.

VALUATION PROVISIONS OF ACCOUNTS RECEIVABLE

USD million	December 31, 2023	December 31, 2022
Accounts receivable reserve	16.2	17.3

Aging analysis of external accounts receivable and amounts recognized as accounts receivable reserve*

December 31, 2023 USD million	Receivable amount	Receivable reserve	Net
Not due	489.0	(3.2)	485.8
1-30 days overdue	56.4	(1.1)	55.3
31-60 days overdue	19.8	(1.3)	18.5
61-90 days overdue	9.7	(0.6)	9.1
91-120 days overdue	3.9	(0.5)	3.4
more than 120 days overdue	19.2	(9.5)	9.7
Total	598.0	(16.2)	581.8

December 31, 2022 USD million	Receivable amount	Receivable reserve	Net
Not due	590.0	(4.5)	585.5
1-30 days overdue	40.1	(1.0)	39.1
31-60 days overdue	17.0	(0.9)	16.1
61-90 days overdue	4.9	(0.3)	4.6
91-120 days overdue	1.4	(0.2)	1.2
more than 120 days overdue	22.6	(10.4)	12.2
Total	676.0	(17.3)	658.7

* Excludes accounts receivable to related parties amounting to USD 18.0 million and USD 16.7 million as of December 31, 2023 and 2022, respectively.

More than 120 days overdue accounts receivables are mainly related to the Group's export business and specific payment plans have been agreed with the related distributors.

Bad debt write-offs amounted to USD 3.6 million in 2023, USD 4.2 million in 2022, and USD 4.0 million in 2021. The total impact on the consolidated statement of loss and other comprehensive income and loss from bad debt write-offs and the change in the receivable reserve amounted to USD 2.4 million in 2023, USD 3.6 million in 2022, and USD 0.7 million in 2021.

The Group had open receivable balances in Argentina related to a single distributor, which was not able to pay its outstanding invoice amounts due to abroad payment restrictions by the Central Bank of Argentina. Pursuant to an agreement reached, the related trade receivables were converted to a loan with a specific payment plan.

DERIVATIVE FINANCIAL INSTRUMENTS

USD million	December 31, 2023				
	Nominal value	Fair value	2024	2025	2026 and after
Hedge accounting-related					
Foreign exchange derivatives hedging					
cash flows from operations	1,372.3	(8.7)	1,327.3	45.0	
Other derivative contracts					
Foreign exchange derivatives	1,031.1	(6.2)	1,031.1		
Interest rate derivatives	110.5	3.3		110.5	
USD million	December 31, 2022				
	Nominal value	Fair value	2023	2024	2025 and after
Hedge accounting-related					
Foreign exchange derivatives hedging					
cash flows from operations	1,057.0	(1.4)	1,057.0		
Other derivative contracts					
Foreign exchange derivatives	823.6	1.4	823.6		
Interest rate derivatives	213.3	5.7			213.3

CAPITAL MANAGEMENT

Amer Sports, Inc.'s capital management is driven by the strategic targets of the parent company and public ratings.

The Senior Facilities Agreement reflected in the statement of financial position of Amer Sports Holding Oy (former Mascot Bidco Oy) includes a Consolidated Senior Secured Net Leverage Ratio covenant which is tested each quarter and which provides that the ratio of Consolidated Senior Secured Net Debt to Consolidated EBITDA must not exceed 8.00:1.

The relevant subsidiaries of Amer Sports, Inc. disclose the covenants to the lenders according to the definitions and clauses of the agreements. The Group has been compliant with the covenants during the reporting periods.

The Group is not subject to any externally imposed capital requirements.

NET DEBT AND SHAREHOLDER'S EQUITY

USD million	December 31, 2023	December 31, 2022
Interest-bearing liabilities	6,661.2	6,236.0
Cash and cash equivalents	483.4	402.0
Net debt	6,177.8	5,834.0
Total shareholders' equity	(156.8)	(73.9)

OFFSETTING FINANCIAL ASSETS AND LIABILITIES

Financial assets and liabilities subject to offsetting, enforceable master netting arrangements and similar agreements as of December 31, 2023:

USD million	Related amounts not set off			Net exposure
	Gross amount of derivative financial instruments	Related assets (+) or liabilities (-) subject to master netting agreements	Collateral received (-) or given (+)	
Derivative assets	26.9	(23.6)	11.1	14.3
Derivative liabilities	(37.8)	23.6	—	(14.2)

Financial assets and liabilities subject to offsetting, enforceable master netting arrangements and similar agreements as at December 31, 2022:

USD million	Related amounts not set off			Net exposure
	Gross amount of derivative financial instruments	Related assets (+) or liabilities (-) subject to master netting agreements	Collateral received (-) or given (+)	
Derivative assets	36.7	(30.3)	10.7	17.1
Derivative liabilities	(30.9)	30.3	—	(0.6)

Other financial assets and liabilities than derivative financial assets and liabilities are not subject to material offsetting, enforceable master netting or similar agreements. Financial assets and liabilities that are not set off in the consolidated statement of financial position, but may be set off are under enforceable master netting arrangements (such as International Swaps and Derivatives Association Inc, ISDA, Master Agreement and Schedules governing terms, obligations and other provisions related to trading and settlement of derivative trades) that allow the Group and the counterparty for net settlement of the relevant financial assets and liabilities when both elect to settle on a net basis. In the absence of such an election, financial assets and liabilities will be settled on a gross basis, however, each party to the master netting arrangement or similar agreement will have the option to settle all such amounts on a net basis in the event of default of the other party.

29. DISCONTINUED OPERATIONS AND ASSETS AND LIABILITIES HELD FOR SALE

During the fiscal year 2023, the Company neither accounted for any discontinued operations nor reported assets or liabilities held-for-sale as of December 31, 2023. For the fiscal years ended December 31, 2022 and 2021, all income and expenses of the divested Suunto and Precor businesses were classified as loss from discontinued operations, net of tax in the consolidated statement of loss and other comprehensive income and loss.

2023:

There were no divestments in 2023.

2022:

Suunto divestment

During June 2021 the Company entered into a term sheet with Dongguan Liesheng Electronic Technology Co. Ltd (“Liesheng”), a leading Chinese technology company focusing on the smart & sport wearables electronics segment, in regards to the disposal of Suunto. The asset and liabilities of the disposal group were classified as held-for-sale and it was concluded that the disposal group qualifies as a discontinued operation. On December 28, 2021, an agreement was reached with Liesheng to acquire the Suunto business subject to the satisfaction of customary closing conditions.

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The closing of the transaction was completed on May 6, 2022. The consolidated cash and debt-free sales value amounted to USD 18.3 million (net of transaction costs). The loss on disposal upon the sale of the Suunto business amounted to USD 5.5 million and is reported under loss from discontinued operations, net of tax.

Upon classifying Suunto as held-for-sale, an impairment loss in the amount of USD 77.5 million was recognized in accordance with IAS 36 *Impairment of Assets*.

2021:

Precor divestment

On December 21, 2020, the Company entered into an agreement with Peloton Interactive Inc, a Nasdaq listed, leading interactive fitness platform, for the sale of its Fitness Equipment segment (Precor) including the shares of Precor Inc. as well as all net assets and trademarks in a transaction valued at USD 420 million. The assets and liabilities of the disposal group were classified as held-for-sale and it was concluded that the disposal group qualifies as a discontinued operation. The transaction was closed and the transfer of ownership took place on April 1, 2021. The gain upon disposal, before taxes, upon the sale of the Precor business amounted to USD 116.0 million and is reported under loss from discontinued operations, net of tax.

Final adjustment on Precor divestment

A final purchase price adjustment on the Precor divestment amounted to USD 4.8 million which was paid during 2022 and was recorded as a gain in the consolidated statement of loss and other comprehensive income and loss. The total profit on the disposal of the Precor divestment after the final purchase price adjustment was USD 120.8 million.

The result of the Suunto and Precor businesses is shown as discontinued operations in the consolidated statement of loss and other comprehensive income and loss:

USD million	2023	2022	2021
Revenue	—	31.3	192.0
Cost of goods sold	—	(24.9)	(114.2)
Gross profit	—	6.4	77.8
Selling, general and administrative expenses	—	(24.1)	(123.7)
Impairment losses on non-financial assets	—	—	(77.5)
Profit and loss on sale of divested businesses	—	(5.5)	116.0
Other operating income	—	1.1	3.1
Operating loss	—	(22.1)	(4.3)
Finance income	—	0.0	0.0
Finance expenses	—	0.5	(0.3)
Net finance cost	—	0.5	(0.3)
Loss before tax	—	(21.6)	(4.6)
Income tax expense	—	(0.2)	2.8
Profit (loss) for the period	—	(21.8)	(1.8)

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Net cash flows incurred by the Suunto and Precor businesses:

USD million	2023	2022	2021
Operating	—	(10.3)	(38.4)
Divested operations	—	20.3	393.8
Investing	—	(1.0)	(8.7)
Financing	—	(0.4)	(4.6)
Net cash outflow	—	8.6	342.1

During 2021 USD 4.9 million was recorded as translation differences related to Precor Inc. The translation differences are included in the profit on sale of Precor.

Carrying amounts of assets and liabilities, profit (loss) on sale and cash flow of the sold businesses

USD million	2023	2022
NON-CURRENT ASSETS		
Intangible assets	—	6.5
Goodwill	—	0.0
Property, plant and equipment	—	3.1
Right-of-use assets	—	4.5
Other non-current receivables	—	—
Deferred tax assets	—	4.2
TOTAL LONG-TERM LIABILITIES	—	18.3
CURRENT ASSETS		
Inventories	—	20.1
Accounts receivable, net	—	5.6
Prepaid expenses and other receivables	—	1.9
Current tax receivables	—	—
Cash and cash equivalents	—	2.7
TOTAL CURRENT ASSETS	—	30.3
TOTAL ASSETS SOLD	—	48.6
LIABILITIES		
LONG-TERM LIABILITIES		
Lease liabilities	—	3.8
Provisions	—	—
Other liabilities	—	—
Deferred tax liabilities	—	—
TOTAL LONG-TERM LIABILITIES	—	3.8
CURRENT LIABILITIES		
Lease liabilities	—	1.1
Accounts payable	—	6.4
Other liabilities	—	11.4
Provisions	—	2.0
TOTAL CURRENT LIABILITIES	—	20.9
TOTAL LIABILITIES SOLD	—	24.7
NET ASSETS SOLD	—	23.9
Total net assets sold	—	23.9
Cumulative translation difference from divested subsidiaries	—	—
Sale consideration, net of transaction cost	—	23.1
Profit (loss) on sale	—	(0.7)
Cash flow		
Consideration received, net of transaction cost	—	23.1
Cash and cash equivalents of the divested business	—	(2.8)
Net cash impact	—	20.3

30. LOSS PER SHARE

Basic loss per share

The calculation of basic loss per share has been based on the following loss attributable to ordinary shareholders and weighted-average number of ordinary shares outstanding. The disclosed loss per share calculations have been adjusted retrospectively to reflect the increase in the number of ordinary shares outstanding resulting from a share split that became effective before the consolidated financial statements were authorized for issue.

Loss attributable to ordinary shareholders (basic)

USD million	Continuing operations	2023 Discontinued operation	Total	Continuing operations	2022 Discontinued operation	Total	Continuing operations	2021 Discontinued operation	Total
Loss for the year, attributable to the owners of the Company	(208.8)	—	(208.8)	(230.9)	(21.8)	(252.7)	(124.5)	(1.8)	(126.3)

Weighted-average number of ordinary shares (basic)

	2023	2022	2021
Weighted-average number of ordinary shares at December 31,	384,499,607	384,304,322	383,327,897

Diluted loss per share

For the periods included in these consolidated financial statements the Group incurred net losses. Therefore, antidilutive stock options are excluded from the diluted loss per share calculation.

The following table presents an overview of the calculated basic and diluted loss per share:

USD million (except for share and loss per share information)	Continuing operations	2023 Discontinued operation	Total	Continuing operations	2022 Discontinued operation	Total	Continuing operations	2021 Discontinued operation	Total
Loss for the year, attributable to the owners of the Company	(208.8)	—	(208.8)	(230.9)	(21.8)	(252.7)	(124.5)	(1.8)	(126.3)
Weighted-average number of ordinary shares	384,499,607	384,499,607	384,499,607	384,304,322	384,304,322	384,304,322	383,327,897	383,327,897	383,327,897
Loss per share basic	(0.54)	0.00	(0.54)	(0.60)	(0.06)	(0.66)	(0.32)	0.00	(0.33)
Loss per share diluted	(0.54)	0.00	(0.54)	(0.60)	(0.06)	(0.66)	(0.32)	0.00	(0.33)

31. SUBSEQUENT EVENTS

Management has evaluated events subsequent to December 31, 2023 and through March 18, 2024, the date these consolidated financial statements were authorized for issuance by the Board of Directors. The following events which occurred subsequent to December 31, 2023 merited disclosure in these consolidated financial statements. Management determined that no adjustments were required to the figures presented as a result of these events.

IPO and refinancing activities

On January 31, 2024, the Company's initial public offering (including the proceeds from the exercise of the overallotment option described below, together with the use of proceeds therefrom, the "Amer Sports IPO") priced and its ordinary shares began trading on the New York Stock Exchange under the ticker "AS" on February 1, 2024.

The Amer Sports IPO closed on February 5, 2024, raising USD 1.37 billion in gross proceeds, and the underwriters subsequently exercised a portion of their overallotment option to purchase additional shares, raising USD 102.4 million in additional gross proceeds on February 6, 2024.

On February 8, 2024, the underwriters exercised the remaining portion of the option to purchase additional shares, raising an additional USD 102.4 million in further additional gross proceeds.

Immediately prior to the completion of the Amer Sports IPO, the Company (i) redesignated and reclassified each of the issued and outstanding class A voting shares and each of the issued and outstanding class B non-voting shares into a single class of ordinary shares, each entitled to one vote per share (collectively, the “Reclassification”) and (ii) effected a 3.3269-for-1 share split of its ordinary shares (the “Share Split”).

Following the Reclassification and the Share Split, but before giving effect to the Amer Sports IPO, the Company had 384,499,607 ordinary shares issued and outstanding. After giving effect to the Amer Sports IPO the Company has 505,249,607 ordinary shares issued and outstanding.

On February 16, 2024 the Company entered into a new credit agreement, providing for (i) a new 7-year USD 500 million term loan facility, (ii) a new 7-year EUR 700 million term loan facility and (iii) a new USD 710 million 5-year revolving credit facility (together, the “New Senior Secured Credit Facilities”). The Company also issued USD 800 million of 6.750% new senior secured notes on the same day.

Immediately prior to the completion of the IPO, a portion in the amount of approximately USD 2.60 billion of Loans from related parties (comprised of the Investment Loan and Facility A loan), with a carrying value of USD 4.08 billion as of December 31, 2023, were equitized (the “Equitization”).

The net proceeds of the Amer Sports IPO, together with the net proceeds from the USD 500 million term loan facility, the EUR 700 million term loan facility and the USD 800 million notes issuance and additional cash on hands were used to repay (i) all remaining borrowings under the old term loan facility under the Senior Facilities Agreement with a carrying value of USD 1.86 billion as of December 2023 (recorded within Loans from financial institutions), (ii) the remaining borrowings from Loans from related parties after the Equitization as well as (iii) the remaining borrowings from the bilateral facility with Standard Chartered and the old revolving credit facility under the Senior Facilities Agreement with a carrying value in the amount of USD 90 million and USD 291 million, respectively, as of December 31, 2023 (both recorded within current interest-bearing liabilities).

Share-based incentive plans (ESOP)

In connection with the Amer Sports IPO and prior to the vesting of the option awards under the 2019 ESOP and 2023 ESOP, the Company made modification of the terms of the awards. On January 4, 2024, the exercise price of all options was converted from euros to U.S. dollars. On January 22, 2024, all cash-settled options were modified and changed to equity-settled options. The Company is currently still assessing the accounting impact of these modifications.

Description of the Registrant's Securities
Registered Pursuant to Section 12 of the Securities Exchange Act of 1934

The following description of our share capital is a summary and does not purport to be complete. It is subject to and qualified in its entirety by reference to our second amended and restated memorandum and articles of association, which is filed as an exhibit to the annual report on Form 20-F of which this exhibit is a part. We encourage you to read the second amended and restated memorandum and articles of association for additional information.

General

We are a Cayman Islands exempted company and our affairs are governed by our second amended and restated memorandum and articles of association, as amended from time to time, and the Companies Act, and the common law of Cayman Islands. We were incorporated under the name of "Amer Sports Management Holding (Cayman) Limited" in the Cayman Islands as an exempted company with limited liability on January 3, 2020. On August 4, 2023, we changed our name to Amer Sports, Inc.

Our ordinary shares are listed on the NYSE under the symbol "AS."

The following is a summary of the material provisions of our share capital and our articles of association.

A. Share Capital

As of the date of this annual report, we had issued and outstanding 505,249,607 ordinary shares, par value EUR 0.0300580119630888 per ordinary share.

B. Memorandum and Articles of Association

When we refer to our articles of association in this Form 20-F, we refer to our second amended and restated memorandum and articles of association conditionally adopted on January 3, 2024 and in effect from February 5, 2024.

Objects of Our Company. Under our second amended and restated memorandum and articles of association, the objects of our company are unrestricted, and we are capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by section 27(2) of the Companies Act.

Ordinary Shares. Our ordinary shares are issued in registered form and are issued when registered in our register of members. We may not issue shares to bearer. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their shares.

Dividends. The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors. Our second amended and restated memorandum and articles of association provide that dividends may be declared and paid out of the funds of our company lawfully available therefor. Under the laws of the Cayman Islands, our company may pay a dividend out of either profit or share premium account; provided that in no circumstances may a dividend be paid out of our share premium if this would result in our company being unable to pay its debts as they fall due in the ordinary course of business.

Voting Rights. Voting at any meeting of shareholders is by way of a poll save that in the case of a physical meeting, the chairman of the meeting may decide that a vote be on a show of hands unless a poll is demanded by:

- the chairman of such meeting;
 - at least three shareholders present in person or by proxy or (in the case of a shareholder being a corporation) by its duly authorized representative for the time being entitled to vote at the meeting;
-

- shareholder(s) present in person or by proxy or (in the case of a shareholder being a corporation) by its duly authorized representative representing not less than one-tenth of the total voting rights of all shareholders having the right to vote at the meeting; or
- shareholder(s) present in person or by proxy or (in the case of a shareholder being a corporation) by its duly authorized representative and holding ordinary shares in us conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

An ordinary resolution to be passed at a meeting by the shareholders requires the affirmative vote of a simple majority of the votes attaching to the ordinary shares cast at a meeting, while a special resolution requires the affirmative vote of no less than two-thirds of the votes cast attaching to the issued and outstanding ordinary shares at a meeting. A special resolution will be required for important matters such as a change of name, making changes to our second amended and restated memorandum and articles of association, a reduction of our share capital and the winding up of our company. Our shareholders may, among other things, divide or combine their shares by ordinary resolution.

Shareholder Nomination Rights. Each of ANTA Sports and Anamered has the right to nominate a number of candidates to serve as directors on our board of directors, to be designated by such shareholder.

For so long as ANTA Sports and its affiliates together continue to beneficially hold (i) at least 30% of our then-outstanding ordinary shares, it shall have the right to nominate a total of five ANTA Directors; (ii) at least 25% (but less than 30%) of our then-outstanding ordinary shares, it shall have the right to nominate a total of four ANTA Directors; (iii) at least 20% (but less than 25%) of our then-outstanding ordinary shares, it shall have the right to nominate a total of three ANTA Directors; (iv) at least 15% (but less than 20%) of our then-outstanding ordinary shares, it shall have the right to nominate a total of two ANTA Directors; and (v) at least 10% (but less than 15%) of our then-outstanding ordinary shares, it shall have the right to nominate a total of one ANTA Director. At the time ANTA Sports and its affiliates together beneficially hold less than 10% of our then-outstanding ordinary shares, it shall no longer have the right to nominate for election any ANTA Directors.

For so long as Anamered and its affiliates together continue to beneficially hold at least 10% of our then-outstanding ordinary shares, it shall have the right to nominate a total of one Anamered Director. At the time Anamered and its affiliates together beneficially hold less than 10% of our then-outstanding ordinary shares, it shall no longer have the right to nominate for election any Anamered Directors.

Quorum for Meetings of the Board of Directors. A quorum for any meeting of the board of directors consists of, at the time when the meeting proceeds to business, a majority of the directors then in office, including at least (i) three ANTA Directors for so long as ANTA Sports has the right to nominate at least four ANTA Directors; (ii) two ANTA Directors for so long as ANTA Sports has the right to nominate three ANTA Directors; and (iii) one ANTA Director for so long as ANTA Sports has the right to nominate two ANTA Directors. At the time ANTA Sports has the right to nominate one or fewer directors, no ANTA Directors shall be required to meet a quorum for meetings of the board of directors.

General Meetings of Shareholders. As a Cayman Islands exempted company, we are not obliged by the Companies Act to call shareholders' annual general meetings. Our second amended and restated memorandum and articles of association provide that we shall, if required by the Companies Act, in each year hold a general meeting as our annual general meeting, and shall specify the meeting as such in the notices calling it, and the annual general meeting shall be held at such time and place as may be determined by our directors. All general meetings (including an annual general meeting, any adjourned general meeting or postponed meeting) may be held as a physical meeting at such times and in any part of the world and at one or more locations, as a hybrid meeting or as an electronic meeting, as may be determined by our board of directors in its absolute discretion.

Shareholders' general meetings may be convened by the chairperson of our board of directors or by a majority of our board of directors. Advance notice of not less than ten clear days is required for the convening of our annual general shareholders' meeting (if any) and any other general meeting of our shareholders. A quorum required for any general meeting of shareholders consists of, at the time when the meeting proceeds to business, shareholders

holding ordinary shares which carry in aggregate (or representing by proxy) not less than one-third of all issued and outstanding ordinary shares entitled to vote at such general meeting.

The Companies Act does not provide shareholders with any right to requisition a general meeting or to put any proposal before a general meeting. However, these rights may be provided in a company's memorandum and articles of association. Our second amended and restated memorandum and articles of association provides that upon the requisition of any one or more of our shareholders holding ordinary shares which carry in aggregate not less than one-third of all issued and outstanding ordinary shares entitled to vote at general meetings, our board will convene an extraordinary general meeting and put the resolutions so requisitioned to a vote at such meeting.

Shareholder Proposals. Shareholder proposals to be considered and voted on by our shareholders at a general meeting may be submitted only by any one or more shareholders holding not less than one-third of all issued and outstanding ordinary shares entitled to vote at such meeting.

Transfer of Ordinary Shares. Any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in the usual or common form or in a form prescribed by the relevant stock exchange or any other form approved by our board of directors. Notwithstanding the foregoing, ordinary shares may also be transferred in accordance with the applicable rules and regulations of the relevant stock exchange.

Our board of directors may, in its absolute discretion, decline to register any transfer of any ordinary share which is not fully paid up or on which we have a lien. Our board of directors may also decline to register any transfer of any ordinary share unless:

- the instrument of transfer is lodged with us, accompanied by the certificate for the ordinary shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of ordinary shares;
- the instrument of transfer is properly stamped, if required;
- in the case of a transfer to joint holders, the number of joint holders to whom the ordinary share is to be transferred does not exceed four; and
- a fee of such maximum sum as the relevant stock exchange may determine to be payable or such lesser sum as our directors may from time to time require is paid to us in respect thereof.

If our directors refuse to register a transfer they shall, within two months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal.

The registration of transfers may, after compliance with any notice required in accordance with the rules of the relevant stock exchange, be suspended and the register closed at such times and for such periods as our board of directors may from time to time determine; provided, however, that the registration of transfers shall not be suspended nor the register closed for more than 30 days in any year as our board may determine, subject to extension for a further period or periods not exceeding 30 days if approved by the shareholders.

Liquidation. On the winding up of our company, if the assets available for distribution amongst our shareholders shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst our shareholders in proportion to the par value of the ordinary shares held by them at the commencement of the winding up, subject to a deduction from those ordinary shares in respect of which there are monies due, of all monies payable to our company for unpaid calls or otherwise. If our assets available for distribution are insufficient to repay all of the paid-up capital, such the assets will be distributed so that, as nearly as may be, the losses are borne by our shareholders in proportion to the par value of the ordinary shares held by them.

Calls on Ordinary Shares and Forfeiture of Ordinary Shares. Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their ordinary shares in a notice served to such

shareholders at least 14 days prior to the specified time and place of payment. The ordinary shares that have been called upon and remain unpaid are subject to forfeiture.

Redemption, Repurchase and Surrender of Ordinary Shares. We may issue ordinary shares on terms that such ordinary shares are subject to redemption, at our option or at the option of the holders of these ordinary shares, on such terms and in such manner as may be determined by our board of directors. Our company may also repurchase any of our ordinary shares on such terms and in such manner as have been approved by our board of directors. Under the Companies Act, the redemption or repurchase of any share may be paid out of our company's profits, share premium account or out of the proceeds of a new issue of shares made for the purpose of such redemption or repurchase, or out of capital if our company can, immediately following such payment, pay its debts as they fall due in the ordinary course of business. In addition, under the Companies Act, no such share may be redeemed or repurchased (a) unless it is fully paid up, (b) if such redemption or repurchase would result in there being no shares outstanding or (c) if the company has commenced liquidation. In addition, our company may accept the surrender of any fully paid share for no consideration.

Variations of Rights of Shares. Whenever the capital of our company is divided into different classes the rights attached to any such class may, subject to any rights or restrictions for the time being attached to any class, only be varied with the sanction of a resolution passed by a majority of two-thirds of the votes cast at a separate meeting of the holders of the shares of that class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation, allotment or issue of further shares ranking *pari passu* with such existing class of shares.

Issuance of Additional Ordinary Shares. Our second amended and restated memorandum and articles of association authorizes our board of directors to issue additional ordinary shares from time to time as our board of directors shall determine, to the extent of available authorized but unissued ordinary shares. Since completion of our IPO, our authorized share capital is EUR 75,000,000 divided into 2,495,175,000 shares of a par value of EUR 0.0300580119630888 each.

Our second amended and restated memorandum and articles of association also authorizes our board of directors to establish from time to time one or more series of preference shares and to determine, with respect to any series of preference shares, the terms and rights of that series, including, among other things:

- the designation of the series;
- the number of shares of the series;
- the dividend rights, dividend rates, conversion rights and voting rights; and
- the rights and terms of redemption and liquidation preferences.

Our board of directors may issue preference shares without action by our shareholders to the extent of available authorized but unissued ordinary shares. Issuance of these shares may dilute the voting power of holders of ordinary shares.

Inspection of Books and Records. Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, our second amended and restated memorandum and articles of association have provisions that provide our shareholders the right to inspect our register of shareholders without charge, and to receive our annual audited financial statements.

Anti-Takeover Provisions. Certain provisions of our second amended and restated memorandum and articles of association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including provisions that:

- divide our board of directors into three classes of directors, with the classes to be as equal in number as possible and serving staggered three-year terms;

- limit the ability to remove directors to removal for cause only;
- authorize our board of directors to issue additional shares of any class of shares authorized by our second amended and restated memorandum and articles of association for any purpose without any further vote or action by our shareholders;
- limit the ability of shareholders of less than one-third of all issued and outstanding ordinary shares entitled to vote at a general meeting of shareholders to requisition and convene such a meeting;
- provide that shareholder action can be taken only at an annual or special meeting of shareholders and cannot be taken by written consent; and
- prescribe that only the board of directors, and not the shareholders, can change the size of the board or fill vacancies thereon.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our second amended and restated memorandum and articles of association for a proper purpose and for what they believe in good faith to be in the best interests of our company.

Exempted Company. We are an exempted company with limited liability under the Companies Act. The Companies Act distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except that an exempted company:

- does not have to file an annual return of its shareholders with the Registrar of Companies;
- is not required to open its register of members for inspection;
- does not have to hold an annual general meeting;
- may issue shares with no par value;
- may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- may register as an exempted limited duration company; and
- may register as a segregated portfolio company.

“Limited liability” means that the liability of each shareholder is limited to the amount unpaid by the shareholder on that shareholder’s shares of the company (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil).

THE COMPANIES ACT (AS REVISED)
EXEMPTED COMPANY LIMITED BY SHARES
THE SECOND AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION

OF

Amer Sports, Inc.

(Conditionally adopted by way of a special resolution passed on 3 January 2024 and to become effective immediately prior to the completion of the initial public offering of the Company's ordinary shares with effect from 5 February 2024)

1. The name of the Company is Amer Sports, Inc.
 2. The registered office of the Company shall be at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands.
 3. Subject to the following provisions of this Memorandum, the objects for which the Company is established are unrestricted and shall include, but without limitation:
 - (a) to act and perform all the functions of a holding company in all its branches and to coordinate the policy and administration of any subsidiary company or companies wherever incorporated or carrying on business or of any group of companies of which the Company or any subsidiary company is a member or which are in any manner controlled directly or indirectly by the Company;
 - (b) to act as an investment company and for that purpose to subscribe, acquire, hold, dispose, sell, deal in or trade upon any terms, whether conditionally or absolutely, shares, stock, debentures, debenture stock, annuities, notes, mortgages, bonds, obligations and securities, foreign exchange, foreign currency deposits and commodities, issued or guaranteed by any company wherever incorporated, or by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, by original subscription, tender, purchase, exchange, underwriting, participation in syndicates or in any other manner and whether or not fully paid up, and to meet calls thereon.
 4. Subject to the following provisions of this Memorandum, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of the Companies Act.
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5. Nothing in this Memorandum shall permit the Company to carry on a business for which a licence is required under the laws of the Cayman Islands unless duly licensed.
 6. The Company shall not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this clause shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.
 7. The liability of each member is limited to the amount from time to time unpaid on such member's shares.
 8. The share capital of the Company is EUR75,000,000 divided into 2,495,175,000 shares of a nominal or par value of EUR0.0300580119630888 each with the Board being empowered to authorize by resolution or resolutions from time to time the issuance of one or more classes or series of preferred shares and to fix the designations, powers, preferences and relative, participating, optional and other rights, if any, and the qualifications, limitations and restrictions thereof, if any, including, without limitation, the number of shares constituting each such class or series, dividend rights, conversion rights, redemption privileges, voting powers, full or limited or no voting powers, and liquidation preferences, and to increase or decrease the size of any such class or series (but not below the number of shares of any class or series of preferred shares then outstanding) to the extent permitted by the Companies Act (As Revised).
 9. The Company may exercise the power contained in the Companies Act to deregister in the Cayman Islands and be registered by way of continuation in another jurisdiction.
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The Companies Act (As Revised)
Exempted Company Limited by Shares

THE SECOND AMENDED AND RESTATED

ARTICLES OF ASSOCIATION

OF

Amer Sports, Inc.

(Conditionally adopted by way of a special resolution passed on 3 January 2024 and to become effective immediately prior to the completion of the initial public offering of the Company's ordinary shares with effect from 5 February 2024)

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THE COMPANIES ACT (AS REVISED)
EXEMPTED COMPANY LIMITED BY SHARES

THE SECOND AMENDED AND RESTATED
ARTICLES OF ASSOCIATION

OF

Amer Sports, Inc.

TABLE A

1. The regulations in Table A in the Schedule to the Companies Act (As Revised) do not apply to the Company.

INTERPRETATION

2. (1) In these Articles, unless the context otherwise requires, the words standing in the first column of the following table shall bear the meaning set opposite them respectively in the second column.

<u>WORD</u>	<u>MEANING</u>
"Act"	The Companies Act, Cap. 22 (As Revised) of the Cayman Islands.
"Affiliate"	with respect to any person, means another person who directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified person. The term "control" shall mean the ownership, directly or indirectly, of shares possessing more than fifty per cent (50%) of the voting power of the corporation, partnership or other entity (other than, in the case of a corporation, securities having such power only by reason of the happening of a contingency), or having the power to control the management or elect a majority of members to the board of directors or equivalent decision-making body of such corporation, partnership or other entity. With respect to a natural person, "Affiliate" shall also mean such person's spouse, parents, children and siblings, whether by blood, marriage or adoption or anyone residing in such person's home.
"Anamered"	has the meaning given to it in Article 87(2).

“ANTA”	ANTA SPORTS PRODUCTS LIMITED or its Affiliate(s), as applicable.
“Articles”	these Articles in their present form or as supplemented or amended or substituted from time to time.
“Audit Committee”	the audit committee of the Company formed by the Board pursuant to Article 124 hereof, or any successor audit committee.
“Auditor”	the independent auditor of the Company which shall be an internationally recognized firm of independent accountants.
“Board” or “Directors”	the board of directors of the Company or the directors present at a meeting of directors of the Company at which a quorum is present.
“capital”	the share capital from time to time of the Company.
“clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
“clearing house”	a clearing house recognised by the laws of the jurisdiction in which the shares of the Company (or depositary receipts therefor, if applicable) are listed or quoted on a stock exchange or interdealer quotation system in such jurisdiction.
“Company”	Amer Sports, Inc.
“competent regulatory authority”	a competent regulatory authority in the territory where the shares of the Company (or depositary receipts therefor, if applicable) are listed or quoted on a stock exchange or interdealer quotation system in such territory.
“debenture” and “debenture holder”	include debenture stock and debenture stockholder respectively.
“Designated Stock Exchange”	the stock exchange in the United States of America on which any shares are listed for trading.
“dollars” and “\$”	dollars, the legal currency of the United States of America.

“electronic communication”	a communication sent, transmitted, conveyed and received by wire, by radio, by optical means or by other similar means in any form through any medium.
“electronic meeting”	a general meeting held and conducted wholly and exclusively by virtual attendance and participation by Members and/or proxies by means of electronic facilities.
“Exchange Act”	the Securities Exchange Act of 1934, as amended.
“EUR”	Euro, the legal currency of the member states of the European Union.
“head office”	such office of the Company as the Directors may from time to time determine to be the principal office of the Company.
“hybrid meeting”	a general meeting convened for the (i) physical attendance by Members and/or proxies at the Principal Meeting Place and where applicable, one or more Meeting Locations and (ii) virtual attendance and participation by Members and/or proxies by means of electronic facilities.
“Meeting Location”	has the meaning given to it in Article 65A.
“Independent Director”	a director who is an independent director as defined in the applicable rules and regulations of the Designated Stock Exchange.
“Member”	a duly registered holder from time to time of the shares in the capital of the Company.
“Memorandum of Association”	the memorandum of association of the Company, as amended from time to time.
“month”	a calendar month.
“Notice”	written notice unless otherwise specifically stated and as further defined in these Articles.
“Office”	the registered office of the Company for the time being.

“ordinary resolution”	a resolution shall be an ordinary resolution when it has been passed by a simple majority of votes cast by such Members as, being entitled so to do, vote in person or, in the case of any Member being a corporation, by its duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Article 60.
“paid up”	paid up or credited as paid up.
“physical meeting”	a general meeting held and conducted by physical attendance and participation by Members and/or proxies at the Principal Meeting Place and/or where applicable, one or more Meeting Locations.
“Principal Meeting Place”	shall have the meaning given to it in Article 60(2).
“Register”	the principal register and where applicable, any branch register of Members of the Company to be maintained at such place within or outside the Cayman Islands as the Board shall determine from time to time.
“Registration Office”	in respect of any class of share capital such place as the Board may from time to time determine to keep a branch register of Members in respect of that class of share capital and where (except in cases where the Board otherwise directs) the transfers or other documents of title for such class of share capital are to be lodged for registration and are to be registered.
“SEC”	The United States Securities and Exchange Commission.
“Securities Act”	the U.S. Securities Act 1933 as amended, or any similar federal statute and the rules and regulations of the SEC thereunder as the same shall be in effect from time to time.
“Seal”	common seal or any one or more duplicate seals of the Company (including a securities seal) for use in the Cayman Islands or in any place outside the Cayman Islands.

“Secretary”	any person, firm or corporation appointed by the Board to perform any of the duties of secretary of the Company and includes any assistant, deputy, temporary or acting secretary.
“shares”	shares in the capital of the Company of par value of EUR0.0300580119630888 each.
“special resolution”	a resolution shall be a special resolution when it has been passed by a majority of not less than two-thirds of votes cast by such Members as, being entitled so to do, vote in person or, in the case of such Members as are corporations, by their respective duly authorised representative or, where proxies are allowed, by proxy at a general meeting of which Notice has been duly given in accordance with Article 60; a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles or the Statutes.
“Statutes”	the Act and every other law of the Legislature of the Cayman Islands for the time being in force applying to or affecting the Company, its Memorandum of Association and/or these Articles.
“year”	a calendar year.

- (2) In these Articles, unless there be something within the subject or context inconsistent with such construction:
- (a) words importing the singular include the plural and vice versa;
 - (b) words importing a gender include both gender and the neuter;
 - (c) words importing persons include companies, associations and bodies of persons whether corporate or not;
 - (d) the words:
 - (i) “may” shall be construed as permissive;
 - (ii) “shall” or “will” shall be construed as imperative;
 - (e) expressions referring to writing shall, unless the contrary intention appears, be construed as including printing, lithography, email, facsimile, photography and other modes of representing or reproducing words or figures in a legible and non-transitory form or, to the extent permitted by and in accordance with the Statutes
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and other applicable laws, rules and regulations, any visible substitute for writing (including an electronic communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form, and including where the representation takes the form of electronic display, or represented by any other substitute or format for storage or transmission for writing or partly one and partly another provided that both the mode of service of the relevant document or Notice and the Member's election comply with all applicable Statutes, rules and regulations;

- (f) any requirement as to delivery under the Articles include delivery in the form of an electronic record (as defined in the Electronic Transactions Act of the Cayman Islands) or an electronic communication;
 - (g) references to any law, ordinance, statute or statutory provision shall be interpreted as relating to any statutory modification or re-enactment thereof for the time being in force;
 - (h) save as aforesaid words and expressions defined in the Statutes shall bear the same meanings in these Articles if not inconsistent with the subject in the context;
 - (i) references to a document (including, but without limitation, a resolution in writing) being signed or executed include references to it being signed or executed under hand or under seal or by electronic signature or by electronic communication or by any other method and references to a Notice or document include a Notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not;
 - (j) Sections 8 and 19 of the Electronic Transaction Act of the Cayman Islands, as amended from time to time, shall not apply to these Articles to the extent it imposes obligations or requirements in addition to those set out in these Articles;
 - (k) the right of a Member to speak at an electronic meeting or a hybrid meeting shall include the right to raise questions or make statements to the chairman of the meeting, verbally or in written form, by means of electronic facilities. Such a right shall be deemed to have been duly exercised if the questions or statements may be heard or seen by all or only some of the persons present at the meeting (or only by the chairman of the meeting) in which event the chairman of the meeting shall relay the questions raised or the statements made verbatim to all persons present at the meeting, either orally or in writing using electronic facilities;
 - (l) a reference to a meeting shall mean a meeting convened and held in any manner permitted by these Articles and any Member or Director attending and participating at a meeting by means of electronic facilities shall be deemed to be present at that meeting for all purposes of the Statutes and these Articles, and attend, participate, attending, participating, attendance and participation shall be construed accordingly;
 - (m) references to a person's participation in the business of a general meeting include without limitation and as relevant the right (including, in the case of a corporation, through a duly authorised representative) to speak or communicate,
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vote, be represented by a proxy and have access in hard copy or electronic form to all documents which are required by the Statutes or these Articles to be made available at the meeting, and participate and participating in the business of a general meeting shall be construed accordingly;

- (n) references to electronic facilities include, without limitation, website addresses, webinars, webcast, video or any form of conference call systems (telephone, video, web or otherwise);
- (o) where a Member is a corporation, any reference in these Articles to a Member shall, where the context requires, refer to a duly authorised representative of such Member; and
- (p) references to “in the ordinary course of business” and comparable expressions mean the ordinary and usual course of business of the relevant party, consistent in all material respects (including nature and scope) with the prior practice of such party.

SHARE CAPITAL

3. (1) The share capital of the Company at the date on which these Articles come into effect shall be EUR75,000,000 divided into shares of a par value of EUR0.0300580119630888 each.

(2) Subject to the Act, the Company’s Memorandum of Association and Articles and, where applicable, the rules and regulations of the Designated Stock Exchange and/or any competent regulatory authority, the Company shall have the power to purchase or otherwise acquire its own shares and such power shall be exercisable by the Board in such manner, upon such terms and subject to such conditions as it in its absolute discretion thinks fit and any determination by the Board of the manner of purchase shall be deemed authorized by these Articles for purposes of the Act. Subject to the Act, the Company is hereby authorized to make payments in respect of a redemption or purchase of its own shares in any manner authorized by the Act, including out of its capital. The purchase of any share shall not oblige the Company to purchase any other share other than as may be required pursuant to applicable law and any other contractual obligations of the Company.

(3) The Company is authorised to hold treasury shares in accordance with the Act and may designate as treasury shares any of its shares that it purchases or redeems, or any share surrendered to it subject to the rules and regulations of the Designated Stock Exchange and/or any competent regulatory authority. Shares held by the Company as treasury shares shall continue to be classified as treasury shares until such shares are either cancelled or transferred as the Board may determine on such terms and subject to such conditions as it in its absolute discretion thinks fits in accordance with the Act subject to the rules and regulations of the Designated Stock Exchange and/or any competent regulatory authority.

(4) The Company may accept the surrender for no consideration of any fully paid share unless, as a result of such surrender, there would no longer be any issued shares of the Company other than shares held as treasury shares.

- (5) No share shall be issued to bearer.
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ALTERATION OF CAPITAL

4. The Company may from time to time by ordinary resolution in accordance with the Act alter the conditions of its Memorandum of Association to:

- (a) increase its capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe;
- (b) consolidate and divide all or any of its capital into shares of larger amount than its existing shares;
- (c) without prejudice to the powers of the Board under Article 12, divide its shares into several classes and without prejudice to any special rights previously conferred on the holders of existing shares attach thereto respectively any preferential, deferred, qualified or special rights, privileges, conditions or such restrictions which in the absence of any such determination by the Company in general meeting, as the Directors may determine provided always that, for the avoidance of doubt, where a class of shares has been authorized by the Company no resolution of the Company in general meeting is required for the issuance of shares of that class and the Directors may issue shares of that class and determine such rights, privileges, conditions or restrictions attaching thereto as aforesaid, and further provided that where the Company issues shares which do not carry voting rights, the words “non-voting” shall appear in the designation of such shares and where the equity capital includes shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words “restricted voting” or “limited voting”;
- (d) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the Act), and may by such resolution determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred, deferred or other rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to unissued or new shares;
- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the shares so cancelled or, in the case of shares, without par value, diminish the number of shares into which its capital is divided.

5. The Board may settle as it considers expedient any difficulty which arises in relation to any consolidation and division under the Article 4 and in particular but without prejudice to the generality of the foregoing may issue certificates in respect of fractions of shares or arrange for the sale of the shares representing fractions and the distribution of the net proceeds of sale (after deduction of the expenses of such sale) in due proportion amongst the Members who would have been entitled to the fractions, and for this purpose the Board may authorise any person to transfer the shares representing fractions to their purchaser or resolve that such net proceeds be paid to the Company for the Company’s benefit. Such purchaser will not be bound to see to the application of the purchase money nor will his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

6. The Company may from time to time by special resolution, subject to any confirmation or consent required by the Act, reduce its share capital or any capital redemption reserve or other undistributable reserve in any manner permitted by law.

7. Except so far as otherwise provided by the conditions of issue, or by these Articles, any capital raised by the creation of new shares shall be treated as if it formed part of the original capital of the Company, and such shares shall be subject to the provisions contained in these Articles with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, cancellation, surrender, voting and otherwise.

SHARE RIGHTS

8. (1) Subject to the provisions of the Act, the rules and regulations of the Designated Stock Exchange, and to any special rights conferred on the holders of any shares or class of shares, and without prejudice to Article 12 hereof, any share in the Company (whether forming part of the present capital or not) may be issued with or have attached thereto such rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Board may determine, including without limitation on terms that they may be, or at the option of the Company or the holder are, liable to be redeemed on such terms and in such manner, including out of capital, as the Board may deem fit.

(2) Subject to the Act, the rules and regulations of the Designated Stock Exchange and the Memorandum and Articles of Association, and to any special rights conferred on the holders of any shares or attaching to any class of shares, any shares may be issued or converted into shares that, at a designated date or at the option of the Company or the holder if so authorised by its Memorandum of Association, are liable to be redeemed on such terms and in such manner, including out of capital, as the Members before the issue or conversion may by ordinary resolution of the Members determine.

9. Subject to Article 12(1), the Memorandum of Association and any resolution of the Members to the contrary and without prejudice to any special rights conferred thereby on the holders of any other shares or class of shares, the share capital of the Company shall be divided into shares the holders of which shall, subject to these Articles:

- (a) be entitled to one vote per share;
- (b) be entitled to such dividends as the Board may from time to time declare;
- (c) in the event of a winding up or dissolution of the Company, whether voluntary or involuntary or for the purpose of a reorganisation or otherwise or upon any distribution of capital, be entitled to the surplus assets of the Company; and
- (d) generally, be entitled to enjoy all of the rights attaching to shares.

VARIATION OF RIGHTS

10. Subject to the Act and without prejudice to Article 8 and Article 12(1), all or any of the special rights for the time being attached to the shares or any class of shares may, unless otherwise provided by the terms of issue of the shares of that class, from time to time (whether or not the Company is being wound up) be varied, modified or abrogated with the sanction of a

special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply, but so that:

- (a) notwithstanding Article 60 which shall not apply to this Article 10, separate general meetings of the holders of a class or series of shares may be called only by a majority of the entire Board (unless otherwise specifically provided by the terms of issue of the shares of such class or series). Nothing in this Article 10 shall be deemed to give any Member or Members the right to call a class or series meeting;
- (b) the necessary quorum (whether at a separate general meeting or at its adjourned meeting) shall be a person or persons or (in the case of a Member being a corporation) its duly authorized representative together holding or representing by proxy not less than one third of the total votes attached to all issued and outstanding shares of the class;
- (c) every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him; and
- (d) any holder of shares of the class present in person or by proxy or authorised representative may demand a poll.

11. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided in the rights attaching to or the terms of issue of such shares, be deemed to be varied, modified or abrogated by the creation or issue of further shares ranking *pari passu* therewith.

SHARES

12. (1) Subject to the Act, and where applicable, the rules and regulations of the Designated Stock Exchange, and without prejudice to any special rights or restrictions for the time being attached to any shares or any class of shares, the unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Board, which may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may in its absolute discretion determine but so that no shares shall be issued at a discount to their nominal value. In particular and without prejudice to the generality of the foregoing, the Board is hereby empowered to authorize by resolution or resolutions from time to time the issuance of one or more classes or series of preferred shares and to fix the designations, powers, preferences and relative, participating, optional and other rights, if any, and the qualifications, limitations and restrictions thereof, if any, including, without limitation, the number of shares constituting each such class or series, dividend rights, conversion rights, redemption privileges, voting powers, full or limited or no voting powers, and liquidation preferences, and to increase or decrease the size of any such class or series (but not below the number of shares of any class or series of preferred shares then outstanding) to the extent permitted by the Act. Without limiting the generality of the foregoing, the resolution or resolutions providing for the establishment of any class or series of preferred shares may, to the extent permitted by law, provide that such class or series shall be superior to, rank equally with or be junior to the preferred shares of any other class or series.

(2) Neither the Company nor the Board shall be obliged, when making or granting any allotment of, offer of, option over or disposal of shares, to make, or make available, any such allotment, offer, option or shares to Members or others with registered addresses in any particular territory or territories being a territory or territories where, in the absence of a registration statement or other special formalities, this would or might, in the opinion of the Board, be unlawful or impracticable. Members affected as a result of the foregoing sentence shall not be, or be deemed to be, a separate class of members for any purpose whatsoever. Except as otherwise expressly provided in the resolution or resolutions providing for the establishment of any class or series of preferred shares, no vote of the holders of preferred shares or ordinary shares shall be a prerequisite to the issuance of any shares of any class or series of the preferred shares authorized by and complying with the conditions of the Memorandum and Articles of Association.

(3) The Board may issue options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of shares or securities in the capital of the Company on such terms as it may from time to time determine.

13. The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Act. Subject to the Act, the commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one and partly in the other.

14. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

15. Subject to the Act and these Articles, the Board may at any time after the allotment of shares but before any person has been entered in the Register as the holder, recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Board considers fit to impose.

SHARE CERTIFICATES

16. Every share certificate shall be issued under the Seal or a facsimile thereof or with the Seal printed thereon and shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates, and the amount paid up thereon and may otherwise be in such form as the Directors may from time to time determine. No certificate shall be issued representing shares of more than one class. The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificates (or certificates in respect of other securities) need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon.

17. (1) In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.

(2) Where a share stands in the names of two or more persons, the person first named in the Register shall as regards service of notices and, subject to the provisions of these Articles, all or any other matters connected with the Company, except the transfer of the shares, be deemed the sole holder thereof.

18. The Company is not obliged to issue a share certificate to a Member unless the Member requests it in writing from the Company. Every person whose name is entered, upon an allotment of shares, as a Member in the Register shall be entitled without payment, to receive one certificate for all such shares of any one class or several certificates each for one or more of such shares of such class upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board from time to time determines.

19. Share certificates shall be issued within the relevant time limit as prescribed by the Act or as the Designated Stock Exchange may from time to time determine, whichever is the shorter, after allotment or, except in the case of a transfer which the Company is for the time being entitled to refuse to register and does not register, after lodgement of a transfer with the Company. Every share certificate of the Company shall bear legends required under the applicable laws, including the Securities Act.

20. (1) Upon every transfer of shares the certificate held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate may be issued to the transferee in respect of the shares transferred to him at such fee as is provided in paragraph (2) of this Article 20. If any of the shares included in the certificate so given up shall be retained by the transferor a new certificate for the balance may be issued to him at the aforesaid fee payable by the transferor to the Company in respect thereof.

(2) The fee referred to in paragraph (1) above shall be an amount not exceeding the relevant maximum amount as the Designated Stock Exchange may from time to time determine provided that the Board may at any time determine a lower amount for such fee.

21. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed a new certificate representing the same shares may be issued to the relevant Member upon request and on payment of such fee as the Board may determine and, subject to compliance with such terms (if any) as to evidence and indemnity and to payment of the costs and reasonable out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of damage or defacement, on delivery of the old certificate to the Company provided always that where share warrants have been issued, no new share warrant shall be issued to replace one that has been lost unless the Board has determined that the original has been destroyed.

LIEN

22. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on every share (not being a fully paid share) registered in the name of a Member (whether or not jointly with other Members) for all amounts of money presently payable by such Member or his estate to the Company whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such member, and whether the period for the payment or discharge of the same shall have actually become due or not, and

notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member or not. The Company's lien on a share shall extend to all dividends or other moneys payable thereon or in respect thereof. The Board may at any time, generally or in any particular case, waive any lien that has arisen or declare any share exempt in whole or in part, from the provisions of this Article 22.

23. Subject to these Articles, the Company may sell in such manner as the Board determines any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged nor until the expiration of fourteen (14) clear days after a notice in writing, stating and demanding payment of the sum presently payable, or specifying the liability or engagement and demanding fulfilment or discharge thereof and giving notice of the intention to sell in default, has been served on the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.

24. The net proceeds of the sale shall be received by the Company and applied in or towards payment or discharge of the debt or liability in respect of which the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the person entitled to the share at the time of the sale. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares so transferred and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

CALLS ON SHARES

25. Subject to these Articles and to the terms of allotment, the Board may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium), and each Member shall (subject to being given at least fourteen (14) clear days' Notice specifying the time and place of payment) pay to the Company as required by such notice the amount called on his shares. A call may be extended, postponed or revoked in whole or in part as the Board determines but no Member shall be entitled to any such extension, postponement or revocation except as a matter of grace and favour.

26. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable either in one lump sum or by instalments.

27. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made. The joint holders of a share shall be jointly and severally liable to pay all calls and instalments due in respect thereof or other moneys due in respect thereof.

28. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the amount unpaid from the day appointed for payment thereof to the time of actual payment at such rate (not

exceeding twenty per cent. (20%) per annum) as the Board may determine, but the Board may in its absolute discretion waive payment of such interest in whole or in part.

29. No Member shall be entitled to receive any dividend or bonus or to be present and vote (save as proxy for another Member) at any general meeting either personally or by proxy, or be reckoned in a quorum, or exercise any other privilege as a Member until all calls or instalments due by him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.

30. On the trial or hearing of any action or other proceedings for the recovery of any money due for any call, it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder, or one of the holders, of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Member sued, in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

31. Any amount payable in respect of a share upon allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call duly made and payable on the date fixed for payment and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.

32. On the issue of shares the Board may differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.

33. The Board may, if it thinks fit, receive from any Member willing to advance the same, and either in money or money's worth, all or any part of the moneys uncalled and unpaid or instalments payable upon any shares held by him and upon all or any of the moneys so advanced (until the same would, but for such advance, become presently payable) pay interest at such rate (if any) as the Board may decide. The Board may at any time repay the amount so advanced upon giving to such Member not less than one (1) month's Notice of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. Such payment in advance shall not entitle the holder of such share or shares to participate in respect thereof in a dividend subsequently declared.

FORFEITURE OF SHARES

34. (1) If a call remains unpaid after it has become due and payable the Board may give to the person from whom it is due not less than fourteen (14) clear days' Notice:

- (a) requiring payment of the amount unpaid together with any interest which may have accrued and which may still accrue up to the date of actual payment; and
- (b) stating that if the Notice is not complied with the shares on which the call was made will be liable to be forfeited.

(2) If the requirements of any such Notice are not complied with, any share in respect of which such Notice has been given may at any time thereafter, before payment of all

calls and interest due in respect thereof has been made, be forfeited by a resolution of the Board to that effect, and such forfeiture shall include all dividends and bonuses declared in respect of the forfeited share but not actually paid before the forfeiture.

35. When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share. No forfeiture shall be invalidated by any omission or neglect to give such Notice.

36. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture will include surrender.

37. Any share so forfeited shall be deemed the property of the Company and may be sold, re-allotted or otherwise disposed of to such person, upon such terms and in such manner as the Board determines, and at any time before a sale, re-allotment or disposition the forfeiture may be annulled by the Board on such terms as the Board determines.

38. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but nevertheless shall remain liable to pay the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares, with (if the Board shall in its discretion so requires) interest thereon from the date of forfeiture until payment at such rate (not exceeding twenty per cent. (20%) per annum) as the Board shall determine. The Board may enforce payment thereof if it thinks fit, and without any deduction or allowance for the value of the forfeited shares, at the date of forfeiture, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares. For the purposes of this Article 38 any sum which, by the terms of issue of a share, is payable thereon at a fixed time which is subsequent to the date of forfeiture, whether on account of the nominal value of the share or by way of premium, shall notwithstanding that time has not yet arrived be deemed to be payable at the date of forfeiture, and the same shall become due and payable immediately upon the forfeiture, but interest thereon shall only be payable in respect of any period between the said fixed time and the date of actual payment.

39. A declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration shall (subject to the execution of an instrument of transfer by the Company if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the consideration (if any), nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture, sale or disposal of the share. When any share shall have been forfeited, notice of the declaration shall be given to the Member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or make any such entry.

40. Notwithstanding any such forfeiture as aforesaid the Board may at any time, before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, permit the shares forfeited to be bought back upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as it thinks fit.

41. The forfeiture of a share shall not prejudice the right of the Company to any call already made or instalment payable thereon.

42. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

REGISTER OF MEMBERS

43. (1) The Company shall keep in one or more books a Register of its Members and shall enter therein the following particulars, that is to say:

- (a) the name and address of each Member, the number and class of shares held by him and the amount paid or agreed to be considered as paid on such shares;
- (b) the date on which each person was entered in the Register; and
- (c) the date on which any person ceased to be a Member.

(2) The Company may keep an overseas or local or other branch register of Members resident in any place, and the Board may make and vary such regulations as it determines in respect of the keeping of any such register and maintaining a Registration Office in connection therewith.

44. The Register and branch register of Members, as the case may be, shall be open to inspection for such times and on such days as the Board shall determine by Members without charge or by any other person, upon a maximum payment of \$2.50 or such other sum specified by the Board, at the Office or Registration Office or such other place at which the Register is kept in accordance with the Act. The Register including any overseas or local or other branch register of Members may, after compliance with any notice requirements of the Designated Stock Exchange or by any electronic means in such manner as may be accepted by the Designated Stock Exchange to that effect, be closed for inspection at such times or for such periods not exceeding in the whole thirty (30) days in each year as the Board may determine and either generally or in respect of any class of shares.

RECORD DATES

45. For the purpose of determining the Members entitled to notice of or to vote at any general meeting, or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board may fix, in advance, a date as the record date for any such determination of Members, which date shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other such action.

If the Board does not fix a record date for any general meeting, the record date for determining the Members entitled to a notice of or to vote at such meeting shall be at the close of business on the day next preceding the day on which notice is given, or, if in

accordance with these Articles notice is waived, at the close of business on the day next preceding the day on which the meeting is held. The record date for determining the Members for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

A determination of the Members of record entitled to notice of or to vote at a meeting of the Members shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

TRANSFER OF SHARES

46. (1) Subject to these Articles, any Member may transfer all or any of his shares by an instrument of transfer in the usual or common form or in a form prescribed by the Designated Stock Exchange or in any other form approved by the Board and may be under hand or, if the transferor or transferee is a clearing house or a central depository house or its nominee(s), by hand or by machine imprinted signature or by such other manner of execution as the Board may approve from time to time.

(2) Notwithstanding the provisions of subparagraph (1) above, for so long as any shares are listed on the Designated Stock Exchange, titles to such listed shares may be evidenced and transferred in accordance with the laws applicable to and the rules and regulations of the Designated Stock Exchange that are or shall be applicable to such listed shares. The register of members of the Company in respect of its listed shares (whether the Register or a branch register) may be kept by recording the particulars required by Section 40 of the Act in a form otherwise than legible if such recording otherwise complies with the laws applicable to and the rules and regulations of the Designated Stock Exchange that are or shall be applicable to such listed shares.

47. The instrument of transfer shall be executed by or on behalf of the transferor and the transferee provided that the Board may dispense with the execution of the instrument of transfer by the transferee in any case which it thinks fit in its discretion to do so. Without prejudice to Article 46, the Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.

48. (1) The Board may, in its absolute discretion, and without giving any reason therefor, refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve, or any share issued under any share incentive scheme for employees upon which a restriction on transfer imposed thereby still subsists, and it may also, without prejudice to the foregoing generality, refuse to register a transfer of any share to more than four joint holders or a transfer of any share (not being a fully paid up share) on which the Company has a lien.

(2) The Board in so far as permitted by any applicable law may, in its absolute discretion, at any time and from time to time transfer any share upon the Register to any branch register or any share on any branch register to the Register or any other branch register. In the

event of any such transfer, the shareholder requesting such transfer shall bear the cost of effecting the transfer unless the Board otherwise determines.

(3) Unless the Board otherwise agrees (which agreement may be on such terms and subject to such conditions as the Board in its absolute discretion may from time to time determine, and which agreement the Board shall, without giving any reason therefor, be entitled in its absolute discretion to give or withhold), no shares upon the Register shall be transferred to any branch register nor shall shares on any branch register be transferred to the Register or any other branch register and all transfers and other documents of title shall be lodged for registration, and registered, in the case of any shares on a branch register, at the relevant Registration Office, and, in the case of any shares on the Register, at the Office or such other place at which the Register is kept in accordance with the Act.

49. Without limiting the generality of the Article 48, the Board may decline to recognise any instrument of transfer unless:-

- (a) a fee of such maximum sum as the Designated Stock Exchange may determine to be payable or such lesser sum as the Board may from time to time require is paid to the Company in respect thereof;
- (b) the instrument of transfer is in respect of only one class of share;
- (c) the instrument of transfer is lodged at the Office or such other place at which the Register is kept in accordance with the Act or the Registration Office (as the case may be) accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and
- (d) if applicable, the instrument of transfer is duly and properly stamped.

50. If the Board refuses to register a transfer of any share, it shall, within two months after the date on which the transfer was lodged with the Company, send to each of the transferor and transferee notice of the refusal.

51. The registration of transfers of shares or of any class of shares may, after compliance with any notice requirement of the Designated Stock Exchange, be suspended at such times and for such periods (not exceeding in the whole thirty (30) days in any year) as the Board may determine. The period of thirty (30) days may be extended for a further period or periods not exceeding thirty (30) days in respect of any year if approved by the Members by ordinary resolution.

TRANSMISSION OF SHARES

52. If a Member dies, the survivor or survivors where the deceased was a joint holder, and his legal personal representatives where he was a sole or only surviving holder, will be the only persons recognised by the Company as having any title to his interest in the shares; but nothing in this Article 52 will release the estate of a deceased Member (whether sole or joint) from any liability in respect of any share which had been solely or jointly held by him.

53. Any person becoming entitled to a share in consequence of the death or bankruptcy or winding-up of a Member may, upon such evidence as to his title being produced as may be required by the Board, elect either to become the holder of the share or to have some person nominated by him registered as the transferee thereof. If he elects to become the holder he shall notify the Company in writing either at the Registration Office or the Office, as the case may be, to that effect. If he elects to have another person registered he shall execute a transfer of the share in favour of that person. The provisions of these Articles relating to the transfer and registration of transfers of shares shall apply to such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by such Member.

54. A person becoming entitled to a share by reason of the death or bankruptcy or winding-up of a Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share. However, the Board may, if it thinks fit, withhold the payment of any dividend payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Article 76(2) being met, such a person may vote at meetings.

UNTRACEABLE MEMBERS

55. (1) Without prejudice to the rights of the Company under paragraph (2) of this Article 55, the Company may cease sending cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise the power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.

(2) The Company shall have the power to sell, in such manner as the Board thinks fit, any shares of a Member who is untraceable, but no such sale shall be made unless:

- (a) all cheques or warrants in respect of dividends of the shares in question, being not less than three in total number, for any sum payable in cash to the holder of such shares in respect of them sent during the relevant period in the manner authorised by the Articles have remained uncashed;
 - (b) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the Member who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law; and
 - (c) the Company, if so required by the rules governing the listing of shares on the Designated Stock Exchange, has given notice to, and caused advertisement in
 - (d) newspapers to be made in accordance with the requirements of, the Designated Stock Exchange of its intention to sell such shares in the manner required by the Designated Stock Exchange, and a period of three (3) months or such shorter period as may be allowed by the Designated Stock Exchange has elapsed since the date of such advertisement.
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For the purpose of the foregoing, the “relevant period” means the period commencing twelve (12) years before the date of publication of the advertisement referred to in paragraph (c) of this Article 55 and ending at the expiry of the period referred to in that paragraph.

(3) To give effect to any such sale the Board may authorise some person to transfer the said shares and an instrument of transfer signed or otherwise executed by or on behalf of such person shall be as effective as if it had been executed by the registered holder or the person entitled by transmission to such shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of the sale will belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former Member for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any money earned from the net proceeds which may be employed in the business of the Company or as it thinks fit. Any sale under this Article 55 shall be valid and effective notwithstanding that the Member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

GENERAL MEETINGS

56. The Company shall, if required by the Statute or the rules and regulations of the Designated Stock Exchange, in each year hold a general meeting as its annual general meeting, and shall specify the meeting as such in the notices calling it. An annual general meeting of the Company shall be held at such time and place as may be determined by the Board.

57. Each general meeting, other than an annual general meeting, shall be called an extraordinary general meeting. All general meetings (including an annual general meeting, any adjourned general meeting or postponed meeting) may be held as a physical meeting at such times and in any part of the world and at one or more locations as provided in Article 65A, as a hybrid meeting or as an electronic meeting, as may be determined by the Board in its absolute discretion.

58. Subject to the Articles and the Act, proposals of business to be considered and voted on by Members at a general meeting may be submitted only (i) by or under the direction of the Board or a duly authorized committee thereof or (ii) by any one or more Members holding not less than one-third of all votes attached to the total issued and paid-up share capital of the Company.

59. A majority of the Board or the chairperson of the Board may call extraordinary general meetings, which extraordinary general meetings shall be held at such times and locations (as permitted hereby) as such person or persons shall determine. Any one or more Members holding not less than one-third of all votes attached to the total issued and paid-up share capital of the Company at the date of deposit of the requisition shall at all times have the right, by written requisition to the Board or the Secretary of the Company, to require an extraordinary general meeting to be called by the Board for the transaction of any business or resolution specified in such requisition; and such meeting shall be held within two (2) months after the deposit of such requisition. If within twenty one (21) days of such deposit the Board fails to proceed to convene such meeting the requisitionist(s) himself (themselves) may do so in the

same manner, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of the Board shall be reimbursed to the requisitionist(s) by the Company.

NOTICE OF GENERAL MEETINGS

60. (1) An annual general meeting and any extraordinary general meeting may be called by not less than ten (10) clear days' Notice but a general meeting may be called by shorter notice, subject to the Act, if it is so agreed:

- (a) in the case of a meeting called as an annual general meeting, by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together holding not less than ninety-five per cent. (95%) in nominal value of the issued shares giving that right.

(2) The notice shall specify (a) the time and place of the meeting, (b) save for an electronic meeting, the place of the meeting and if there is more than one meeting location as determined by the Board pursuant to Article 65A, the principal place of the meeting (the "Principal Meeting Place"), (c) if the general meeting is to be a hybrid meeting or an electronic meeting, the Notice shall include a statement to that effect and with details of the electronic facilities for attendance and participation by electronic means at the meeting or where such details will be made available by the Company prior to the meeting, and (d) in case of special business, the general nature of the business. The notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Members other than to such Members as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company to all persons entitled to a share in consequence of the death or bankruptcy or winding-up of a Member and to each of the Directors.

61. The accidental omission to give Notice of a meeting or (in cases where instruments of proxy are sent out with the Notice) to send such instrument of proxy to, or the non-receipt of such Notice or such instrument of proxy by, any person entitled to receive such Notice shall not invalidate any resolution passed or the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

62. (1) All business shall be deemed special that is transacted at an extraordinary general meeting, and also all business that is transacted at an annual general meeting, with the exception of:

- (a) the declaration and sanctioning of dividends;
 - (b) consideration and adoption of the accounts and balance sheet and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheet; and
 - (c) the election of Directors.
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(2) No business other than the appointment of a chairman of a meeting shall be transacted at any general meeting unless a quorum is present at the commencement of the business. At any general meeting of the Company, one or more Member(s) entitled to vote and present in person or by proxy or (in the case of a Member being a corporation) by its duly authorised representative representing not less than one-third of the total votes attached to all issued and outstanding shares of the Company throughout the meeting shall form a quorum for all purposes.

63. If within thirty (30) minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and (where applicable) same place(s) or to such time and (where applicable) such place(s) and in such form and manner referred to in Article 57 as the Board may absolutely determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the meeting shall be dissolved.

64. (1) The chairman of the Board shall preside as chairman at every general meeting. If at any meeting the chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, or is not willing to act as chairman, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, or if the chairman chosen shall retire from the chair, the Members present in person or by its duly authorised representative or by proxy and entitled to vote shall elect one of their number to be chairman.

(2) If the chairman of a general meeting is participating in the general meeting using an electronic facility or facilities and becomes unable to participate in the general meeting using such electronic facility or facilities, another person (determined in accordance with Article 64(1) above) shall preside as chairman of the meeting unless and until the original chairman of the meeting is able to participate in the general meeting using the electronic facility or facilities.

65. The chairman may adjourn the meeting from time to time (or indefinitely) and/or from place to place(s) and/or from one form to another (a physical meeting, a hybrid meeting or an electronic meeting), but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days' notice of the adjourned meeting shall be given specifying the time and place of the adjourned meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid, it shall be unnecessary to give notice of an adjournment.

65A. (1) The Board may, at its absolute discretion, arrange for persons entitled to attend a general meeting to do so by simultaneous attendance and participation by means of electronic facilities at such location or locations ("Meeting Location(s)") determined by the Board at its absolute discretion. Any Member or any proxy attending and participating in such way or any Member or proxy attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities is deemed to be present at and shall be counted in the quorum of the meeting.

(2) All general meetings are subject to the following and, where appropriate, all references to a “Member” or “Members” in this sub-paragraph (2) shall include a proxy or proxies respectively:

- (a) where a Member is attending a Meeting Location and/or in the case of a hybrid meeting, the meeting shall be treated as having commenced if it has commenced at the Principal Meeting Place;
- (b) Members present in person or by proxy at a Meeting Location and/or Members attending and participating in an electronic meeting or a hybrid meeting by means of electronic facilities shall be counted in the quorum for and entitled to vote at the meeting in question, and that meeting shall be duly constituted and its proceedings valid provided that the chairman of the meeting is satisfied that adequate electronic facilities are available throughout the meeting to ensure that Members at all Meeting Locations and Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities are able to participate in the business for which the meeting has been convened;
- (c) where Members attend a meeting by being present at one of the Meeting Locations and/or where Members participating in an electronic meeting or a hybrid meeting by means of electronic facilities, a failure (for any reason) of the electronic facilities or communication equipment, or any other failure in the arrangements for enabling those in a Meeting Location other than the Principal Meeting Place to participate in the business for which the meeting has been convened or in the case of an electronic meeting or a hybrid meeting, the inability of one or more Members or proxies to access, or continue to access, the electronic facilities despite adequate electronic facilities having been made available by the Company, shall not affect the validity of the meeting or the resolutions passed, or any business conducted there or any action taken pursuant to such business provided that there is a quorum present throughout the meeting.
- (d) if any of the Meeting Locations is not in the same jurisdiction as the Principal Meeting Place and/or in the case of a hybrid meeting, the provisions of these Articles concerning the service and giving of Notice for the meeting, and the time for lodging proxies, shall apply by reference to the Principal Meeting Place; and in the case of an electronic meeting, the time for lodging proxies shall be as stated in the Notice for the meeting.

65B. The Board and, at any general meeting, the chairman of the meeting may from time to time make arrangements for managing attendance and/or participation and/or voting at the Principal Meeting Place, any Meeting Location(s) and/or participation in an electronic meeting or a hybrid meeting by means of electronic facilities (whether involving the issue of tickets or some other means of identification, passcode, seat reservation, electronic voting or otherwise) as it shall in its absolute discretion consider appropriate, and may from time to time change any such arrangements, provided that a Member who, pursuant to such arrangements, is not entitled to attend, in person or by proxy, at any Meeting Location shall be entitled so to attend at one of the other Meeting Locations; and the entitlement of any Member so to attend the meeting or adjourned meeting or postponed meeting at such Meeting Location or Meeting Locations shall be subject to any such arrangement as may be for the time being in force and by the Notice of meeting or adjourned meeting or postponed meeting stated to apply to the meeting.

65C. If it appears to the chairman of the general meeting that:

- (a) the electronic facilities at the Principal Meeting Place or at such other Meeting Location(s) at which the meeting may be attended have become inadequate for the purposes referred to in Article 65A(1) or are otherwise not sufficient to allow the meeting to be conducted substantially in accordance with the provisions set out in the Notice of the meeting; or
- (b) in the case of an electronic meeting or a hybrid meeting, electronic facilities being made available by the Company have become inadequate; or
- (c) it is not possible to ascertain the view of those present or to give all persons entitled to do so a reasonable opportunity to communicate and/or vote at the meeting; or
- (d) there is violence or the threat of violence, unruly behaviour or other disruption occurring at the meeting or it is not possible to secure the proper and orderly conduct of the meeting;

then, without prejudice to any other power which the chairman of the meeting may have under these Articles or at common law, the chairman may, at his/her absolute discretion, without the consent of the meeting, and before or after the meeting has started and irrespective of whether a quorum is present, interrupt or adjourn the meeting (including adjournment for indefinite period). All business conducted at the meeting up to the time of such adjournment shall be valid.

65D. The Board and, at any general meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction the Board or the chairman of the meeting, as the case may be, considers appropriate to ensure the security and orderly conduct of a meeting (including, without limitation, requirements for evidence of identity to be produced by those attending the meeting, the searching of their personal property and the restriction of items that may be taken into the meeting place, determining the number and frequency of and the time allowed for questions that may be raised at a meeting). Members shall also comply with all requirements or restrictions imposed by the owner of the premises at which the meeting is held. Any decision made under this Article shall be final and conclusive and a person who refuses to comply with any such arrangements, requirements or restrictions may be refused entry to the meeting or ejected (physically or electronically) from the meeting.

65E. If, after the sending of Notice of a general meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not Notice of the adjourned meeting is required), the Directors, in their absolute discretion, consider that it is inappropriate, impracticable, unreasonable or undesirable for any reason to hold the general meeting on the date or at the time or place or by means of electronic facilities specified in the Notice calling the meeting, they may change or postpone the meeting to another date, time and/or place and/or change the electronic facilities and/or change the form of the meeting (a physical meeting, an electronic meeting or a hybrid meeting) without approval from the Members. Without prejudice to the generality of the foregoing, the Directors shall have the power to provide in every Notice calling a general meeting the circumstances in which a postponement of the relevant general meeting may occur automatically without further notice, including without limitation where a number 8 or higher typhoon signal, black rainstorm warning or other similar event is in force at any time on the day of the meeting. This Article shall be subject to the following:

- (a) when a meeting is so postponed, the Company shall endeavour to post a Notice of such postponement on the Company's website as soon as practicable (provided that failure to post such a Notice shall not affect the automatic postponement of a meeting);
- (b) when only the form of the meeting or electronic facilities specified in the Notice are changed, the Board shall notify the Members of details of such change in such manner as the Board may determine;
- (c) when a meeting is postponed or changed in accordance with this Article, subject to and without prejudice to Article 65, unless already specified in the original Notice of the meeting, the Board shall fix the date, time, place (if applicable) and electronic facilities (if applicable) for the postponed or changed meeting and shall notify the Members of such details in such manner as the Board may determine; further all proxy forms shall be valid (unless revoked or replaced by a new proxy) if they are received as required by these Articles not less than 48 hours before the time of the postponed meeting; and
- (d) Notice of the business to be transacted at the postponed or changed meeting shall not be required, nor shall any accompanying documents be required to be recirculated, provided that the business to be transacted at the postponed or changed meeting is the same as that set out in the original Notice of general meeting circulated to the Members.

65F. All persons seeking to attend and participate in an electronic meeting or a hybrid meeting shall be responsible for maintaining adequate facilities to enable them to do so. Subject to Article 65C, any inability of a person or persons to attend or participate in a general meeting by way of electronic facilities shall not invalidate the proceedings of and/or resolutions passed at that meeting.

65G. Without prejudice to other provisions in Article 65, a physical meeting may also be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

66. If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

VOTING

67. Holders of ordinary shares have the right to receive notice of, attend, speak and vote at general meetings of the Company. Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with these Articles, at any general meeting on a show of hands every Member present in person (or being a corporation, is present by a duly authorised representative), or by proxy shall have one vote and on a poll every Member present in person or by proxy or, in the case of a Member being a corporation, by its duly authorised representative shall have one vote for every fully paid share of which he is the

holder but so that no amount paid up or credited as paid up on a share in advance of calls or instalments is treated for the foregoing purposes as paid up on the share. Notwithstanding anything contained in these Articles, where more than one proxy is appointed by a Member which is a clearing house or a central depository house (or its nominee(s)), each such proxy shall have one vote on a show of hands. A resolution put to the vote of a meeting shall be decided by way of a poll save that in the case of a physical meeting, the chairman of the meeting may decide that a vote be on a show of hands unless voting by way of a poll is required by the rules and regulations of the Designated Stock Exchange or (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded:

- (a) by at least three Members present in person or (in the case of a Member being a corporation) by its duly authorised representative or by proxy for the time being entitled to vote at the meeting; or
- (b) by a Member or Members present in person or (in the case of a Member being a corporation) by its duly authorised representative or by proxy and representing not less than one tenth of the total voting rights of all Members having the right to vote at the meeting; or
- (c) by a Member or Members present in person or (in the case of a Member being a corporation) by its duly authorised representative or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one tenth of the total sum paid up on all shares conferring that right.

A demand by a person as proxy for a Member or in the case of a Member being a corporation by its duly authorised representative shall be deemed to be the same as a demand by a Member. Votes (whether on a show of hands or by way of poll) may be cast by such means, electronic or otherwise, as the Directors or the chairman of the meeting may determine.

68. Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect made in the minute book of the Company, shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded for or against the resolution.

69. If a poll is duly demanded the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Company shall only be required to disclose the voting figures on a poll if such disclosure is required by the rules and regulations of the Designated Stock Exchange.

70. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken in such manner (including the use of ballot or voting papers or tickets) and either forthwith or at such time (being not later than thirty (30) days after the date of the demand) and place as the chairman directs. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll not taken immediately.

71. The demand for a poll shall not prevent the continuance of a meeting or the transaction of any business other than the question on which the poll has been demanded, and, with the consent of the chairman, it may be withdrawn at any time before the close of the meeting or the taking of the poll, whichever is the earlier.
72. On a poll votes may be given either personally or by proxy.
73. A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.
74. All questions submitted to a meeting shall be decided by a simple majority of votes except where a greater majority is required by these Articles, by the Act or the rules and regulations of the Designated Stock Exchange. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of such meeting shall be entitled to a second or casting vote in addition to any other vote he may have.
75. Where there are joint holders of any share any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at any meeting the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding. Several executors or administrators of a deceased Member in whose name any share stands shall for the purposes of this Article 75 be deemed joint holders thereof.
76. (1) A Member who is a patient for any purpose relating to mental health or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his receiver, committee, curator bonis or other person in the nature of a receiver, committee or curator bonis appointed by such court, and such receiver, committee, curator bonis or other person may vote on a poll by proxy, and may otherwise act and be treated as if he were the registered holder of such shares for the purposes of general meetings, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the Office, head office or Registration Office, as appropriate, not less than forty-eight (48) hours before the time appointed for holding the meeting, or adjourned meeting or postponed meeting, or poll, as the case may be.
- (2) Any person entitled under Article 53 to be registered as the holder of any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight (48) hours at least before the time of the holding of the meeting or adjourned meeting or postponed meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his entitlement to such shares, or the Board shall have previously admitted his right to vote at such meeting in respect thereof.
77. No Member shall, unless the Board otherwise determines, be entitled to attend and vote and to be reckoned in a quorum at any general meeting unless he is duly registered and all calls or other sums presently payable by him in respect of shares in the Company have been paid.
78. If:
- (a) any objection shall be raised to the qualification of any voter; or
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- (b) any votes have been counted which ought not to have been counted or which might have been rejected; or
- (c) any votes are not counted which ought to have been counted;
- (d) the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman decides that the same may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

PROXIES

79. Any Member entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. A Member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a Member. In addition, a proxy or proxies representing either a Member who is an individual or a Member which is a corporation shall be entitled to exercise the same powers on behalf of the Member which he or they represent as such Member could exercise.

80. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.

81. (1) The Company may, at its absolute discretion, provide an electronic address for the receipt of any document or information relating to proxies for a general meeting (including any instrument of proxy or invitation to appoint a proxy, any document necessary to show the validity of, or otherwise relating to, an appointment of proxy (whether or not required under these Articles) and notice of termination of the authority of a proxy). If such an electronic address is provided, the Company shall be deemed to have agreed that any such document or information (relating to proxies as aforesaid) may be sent by electronic means to that address, subject as hereafter provided and subject to any other limitations or conditions specified by the Company when providing the address. Without limitation, the Company may from time to time determine that any such electronic address may be used generally for such matters or specifically for particular meetings or purposes and, if so, the Company may provide different electronic addresses for different purposes. The Company may also impose any conditions on the transmission of and its receipt of such electronic communications including, for the avoidance of doubt, imposing any security or encryption arrangements as may be specified by the Company. If any document or information required to be sent to the Company under this Article is sent to the Company by electronic means, such document or information is not treated as validly delivered to or deposited with the Company if the same is not received by the Company at its designated electronic address provided in accordance with this Article or if no

electronic address is so designated by the Company for the receipt of such document or information.

(2) The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified at the Registration Office or the Office, as may be appropriate) , or if the Company has provided an electronic address in accordance with the preceding paragraph, shall be received at the electronic address specified, not less than forty-eight (48) hours before the time appointed for holding the meeting, the postponed meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than twenty-four (24) hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve (12) months from such date. Delivery of an instrument appointing a proxy shall not preclude a Member from attending and voting at the meeting convened and, in such event, the instrument appointing a proxy shall be deemed to be revoked.

82. Instruments of proxy shall be in any common form or in such other form as the Board may approve (provided that this shall not preclude the use of the two-way form) and the Board may, if it thinks fit, send out with the notice of any meeting forms of instrument of proxy for use at the meeting. The instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment or postponement of the meeting as for the meeting to which it relates. The Board may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any of the information required under these Articles has not been received in accordance with the requirements of these Articles. Subject to aforesaid, if the proxy appointment and any of the information required under these Articles is not received in the manner set out in these Articles, the appointee shall not be entitled to vote in respect of the shares in question.

83. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office or the Registration Office (or such other place as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other document sent therewith) two (2) hours at least before the commencement of the meeting, the postponed meeting or adjourned meeting, or the taking of the poll, at which the instrument of proxy is used.

84. Anything which under these Articles a Member may do by proxy he may likewise do by his duly appointed attorney and the provisions of these Articles relating to proxies and instruments appointing proxies shall apply mutatis mutandis in relation to any such attorney and the instrument under which such attorney is appointed.

CORPORATIONS ACTING BY REPRESENTATIVES

85. (1) Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Member and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.

(2) If a clearing house (or its nominee(s)) or a central depository entity (or its nominee(s)), being a corporation, is a Member, it may authorise such persons as it thinks fit to act as its representatives at any meeting of the Company or at any meeting of any class of Members provided that the authorisation shall specify the number and class of shares in respect of which each such representative is so authorised. Each person so authorised under the provisions of this Article 85 shall be deemed to have been duly authorised without further evidence of the facts and be entitled to exercise the same rights and powers on behalf of the clearing house or a central depository entity (or its nominee(s)) as if such person was the registered holder of the shares of the Company held by the clearing house or a central depository entity (or its nominee(s)) including the right to vote individually on a show of hands.

(3) Any reference in these Articles to a duly authorised representative of a Member being a corporation shall mean a representative authorised under the provisions of this Article.

NO ACTION BY WRITTEN RESOLUTIONS OF MEMBERS

86. Any action required or permitted to be taken at any annual or extraordinary general meetings of the Company may be taken only upon the vote of the Members at an annual or extraordinary general meeting duly noticed and convened in accordance with these Articles and the Act and may not be taken by written resolution of Members without a meeting.

BOARD OF DIRECTORS

87. (1) The number of Directors shall be up to eleven (11). The Board has the power to increase or reduce the number of Directors constituting the Board from time to time. For so long as the shares remain listed on the Designated Stock Exchange, the Board shall include an appropriate number of Independent Directors as mandated by applicable laws, rules, regulations, or the Designated Stock Exchange, unless the Board resolves to adopt any available exceptions or exemptions. The Directors shall be elected or appointed in accordance with this Article 87 and shall remain in office until the expiration of their term or until their successors are duly elected or appointed pursuant to the Articles.

(2) Subject to paragraphs (5) and (6) below, the Directors shall have the power, from time to time and at any time, to appoint any individual as a Director that is not an ANTA or Anamerred Investments Inc. ("Anamerred") nominated Director under Article 87(3) and Article 87(4) to fill a casual vacancy on the Board subject to the Company's compliance with director nomination procedures required under the rules and regulations of the Designated Stock Exchange as long as shares are listed on the Designated Stock Exchange, unless the Board resolves to follow any available exceptions or exemptions.

(3) For so long as ANTA and its Affiliates collectively hold (i) at least 30% of the issued and outstanding shares of the Company, ANTA shall have the right to nominate to the Board for election or re-election by the shareholders a total of five (5) candidates to serve as Directors, at every meeting of the Members where Directors are nominated to stand for election by the Members of the Company, (ii) at least 25% (but less than 30%) of the issued and outstanding shares of the Company, ANTA shall have the right to nominate to the Board for election or re-election by the shareholders a total of four (4) candidates to serve as Directors, at every meeting of the Members where Directors are nominated to stand for election by the Members of the Company, (iii) at least 20% (but less than 25%) of the issued and outstanding shares of the Company, ANTA shall have the right to nominate to the Board for election or re-election by the shareholders a total of three (3) candidates to serve as Directors, at every meeting of the Members where Directors are nominated to stand for election by the Members of the Company, (iv) at least 15% (but less than 20%) of the issued and outstanding shares of the Company, ANTA shall have the right to nominate to the Board for election or re-election by the shareholders a total of two (2) candidates to serve as Directors, at every meeting of the Members where Directors are nominated to stand for election by the Members of the Company, and (v) at least 10% (but less than 15%) of the issued and outstanding shares of the Company, ANTA shall have the right to nominate to the Board for election or re-election by the shareholders a total of one (1) candidate to serve as a Director, at every meeting of the Members where Directors are nominated to stand for election by the Members of the Company. At the time ANTA and its Affiliates collectively hold less than 10% of the issued and outstanding shares of the Company, ANTA shall no longer have the right to nominate to the Board for election or re-election by the shareholders any candidates to serve as Directors.

(4) For so long as Anamerred and its Affiliates collectively hold at least 10% of the issued and outstanding shares of the Company, Anamerred shall have the right to nominate to the Board for election or re-election by the shareholders one (1) candidate to serve as Director, at every meeting of the Members where Directors are nominated to stand for election by the Members of the Company.

(5) In the event that any Director nominated by ANTA ceases to serve for any reason, ANTA shall be entitled to designate and nominate such Director's successor in accordance with the Articles and the Board shall promptly fill the vacancy with such successor.

(6) In the event that any Director nominated by Anamerred ceases to serve for any reason, Anamerred shall be entitled to designate and nominate such Director's successor in accordance with the Articles and the Board shall promptly fill the vacancy with such successor.

(7) No Director shall be required to hold any shares of the Company by way of qualification and a Director who is not a Member shall be entitled to receive notice of and to attend and speak at any general meeting of the Company and of all classes of shares of the Company.

(8) A Director may be removed from office only for cause as in the manner specified in the Articles, except as otherwise required by applicable law.

87A. Without prejudice to Article 87, upon expiry of the term of office of Directors in accordance with Article 88(1), the Members shall elect Directors in accordance with the following rules and procedures:

- (1) Each Member shall have one vote for each share held by him.
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(2) Each Member shall exercise all of his voting rights to elect the persons nominated for Directors under Article 87(3), Article 87(4) Article 87(5) and Article 87(6), one at a time.

(3) The Directors shall be elected by a plurality of the votes cast by the Members meaning the persons receiving the highest votes shall be elected as Directors in respective order for the number of Directors which should be elected at such election. In case of tie votes causing the number of person elected to be in excess of the number of Directors as specified to be elected at such meeting, the chairman of the meeting shall have a casting vote.

TERM OF OFFICE OF DIRECTORS

88. (1) The Directors shall be divided into three (3) classes, designated as Class I, Class II and Class III. Each class shall consist, as nearly as may be practicable, of one-third (1/3) of the total number of Directors constituting the entire Board. Subject to Article 87(3) and Article 87(4), each Director shall serve for a term ending on the date of the third (3rd) annual general meeting next following the annual general meeting at which such Director was elected; provided that Directors initially designated by the Board as Class I Directors shall serve for a term ending on the date of the 2025 annual general meeting, Directors initially designated by the Board as Class II Directors shall serve for a term ending on the 2026 annual general meeting, and Directors initially designated by the Board as Class III Directors shall serve for a term ending on the date of the 2027 annual general meeting. Notwithstanding the foregoing, each Director shall hold office until the annual general meeting at which his or her term expires, upon which the Director may offer himself or herself for re-election by the Members, and until his or her successor shall have been duly elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal from office. At each annual general meeting, the successors of the members of the class of Directors whose term expires at that meeting shall be elected to hold office for a term expiring at the third succeeding annual general meeting following the annual general meeting at which such Director was elected. There shall be no cumulative voting in the election of Directors.

(2) The Board is authorized to assign members of the Board already in office to their respective classes at the time such classification becomes effective. In the event of any change in the number of Directors, the Board shall apportion any newly created directorships among, or reduce the number of directorships in, such class or classes as shall equalize, as nearly as possible, the number of Directors in each class. In no event will a decrease in the number of Directors shorten the term of any incumbent Director.

DISQUALIFICATION OF DIRECTORS

89. The office of a Director shall be vacated if the Director:

- (1) resigns his office by notice in writing delivered to the Company at the Office or tendered at a meeting of the Board;
 - (2) becomes of unsound mind or dies;
 - (3) without special leave of absence from the Board, is absent from meetings of the Board for three consecutive meetings and the Board resolves that his office be vacated;
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- (4) becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors;
- (5) is prohibited by law from being a Director; or
- (6) ceases to be a Director by virtue of any provision of the Statutes or is removed from office pursuant to these Articles.

EXECUTIVE DIRECTORS

90. The Board may from time to time appoint any one or more of its body to be a managing director, joint managing director or deputy managing director or to hold any other employment or executive office with the Company for such period (subject to their continuance as Directors) and upon such terms as the Board may determine and the Board may revoke or terminate any of such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director. A Director appointed to an office under this Article 90 shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall (subject to the provisions of any contract between him and the Company) ipso facto and immediately cease to hold such office if he shall cease to hold the office of Director for any cause.

91. Notwithstanding Articles 96, 97, 98 and 99, an executive director appointed to an office under Article 90 hereof shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise or by all or any of those modes) and such other benefits (including pension and/or gratuity and/or other benefits on retirement) and allowances as the Board may from time to time determine, and either in addition to or in lieu of his remuneration as a Director.

ALTERNATE DIRECTORS

92. Any Director may at any time by Notice delivered to the Office or head office or at a meeting of the Directors appoint any person (including another Director) to be his alternate Director. Any person so appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present. An alternate Director may be removed at any time by the body which appointed him and, subject thereto, the office of alternate Director shall continue until the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor ceases for any reason to be a Director. Any appointment or removal of an alternate Director shall be effected by Notice signed by the appointor and delivered to the Office or head office or tendered at a meeting of the Board. An alternate Director may also be a Director in his own right and may act as alternate to more than one Director. An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director save that as an alternate for more than one Director his voting rights shall be cumulative.

93. An alternate Director shall only be a Director for the purposes of the Act and shall only be subject to the provisions of the Act insofar as they relate to the duties and obligations of a Director when performing the functions of the Director for whom he is appointed in the alternative and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part, if any, of the remuneration otherwise payable to his appointor as such appointor may by Notice to the Company from time to time direct.

94. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). If his appointor is for the time being not available or unable to act, the signature of an alternate Director to any resolution in writing of the Board or a committee of the Board of which his appointor is a member shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.

95. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, however, such alternate Director or any other person may be re-appointed by the Directors to serve as an alternate Director.

DIRECTORS' FEES AND EXPENSES

96. The Directors shall receive such remuneration as the Board may from time to time determine.

97. Each Director shall be entitled to be repaid or prepaid all travelling, hotel and incidental expenses reasonably incurred or expected to be incurred by him in attending meetings of the Board or committees of the Board or general meetings or separate meetings of any class of shares or of debentures of the Company or otherwise in connection with the discharge of his duties as a Director.

98. Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary remuneration provided for by or pursuant to any other Article.

99. The Board shall determine any payment to any Director or past Director of the Company by way of compensation for loss of office, or as consideration for or in connection with his retirement from office (not being payment to which the Director is contractually entitled).

DIRECTORS' INTERESTS

100. A Director may:

- (a) hold any other office or place of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine. Any remuneration (whether by way of salary, commission, participation in profits or otherwise) paid to any Director in respect of any such other office or place of profit shall be in addition to any remuneration provided for by or pursuant to any other Article;
- (b) act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm may be remunerated for professional services as if he were not a Director;
- (c) continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and (unless otherwise agreed) no such Director shall be accountable for any remuneration, profits or other benefits received by him as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of or from his interests in any such other company. Subject as otherwise provided by these Articles the Directors may exercise or cause to be exercised the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as Directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, joint managing directors, deputy managing directors, executive directors, managers or other officers of such company) or voting or providing for the payment of remuneration to the director, managing director, joint managing director, deputy managing director, executive director, manager or other officers of such other company and any Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he is or may become interested in the exercise of such voting rights in manner aforesaid.

Notwithstanding the foregoing, no Independent Director shall without the consent of the Audit Committee take any of the foregoing actions or any other action that would reasonably be likely to affect such Director's status as an Independent Director.

101. Subject to the Act and to these Articles, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatsoever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Members for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established provided that such Director shall disclose the nature of his interest in any contract or arrangement in which he is interested in accordance with Article 102 herein. Any such transaction that would reasonably be likely to affect a Director's status as an Independent Director, or that would constitute a "related party

transaction” as defined by the rules and regulations of the Designated Stock Exchange or under applicable laws, shall require the approval of the Audit Committee.

102. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first considered, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general Notice to the Board by a Director to the effect that:

- (a) he is a member or officer of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with that company or firm; or
- (b) he is to be regarded as interested in any contract or arrangement which may after the date of the Notice be made with a specified person who is connected with him;
- (c) shall be deemed to be a sufficient declaration of interest under this Article 102 in relation to any such contract or arrangement, provided that no such Notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.

103. Following a declaration being made pursuant to the last preceding two Articles, subject to any separate requirement for Audit Committee approval under applicable law or the rules and regulations of the Designated Stock Exchange, and unless disqualified by the chairman of the relevant Board meeting, a Director may vote in respect of any contract or proposed contract or arrangement in which such Director is interested and may be counted in the quorum at such meeting.

GENERAL POWERS OF THE DIRECTORS

104. (1) The business of the Company shall be managed and conducted by the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) which are not by the Statutes or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Statutes and of these Articles and to such regulations being not inconsistent with such provisions, as may be prescribed by the Company in general meeting, but no regulations made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Article 104 shall not be limited or restricted by any special authority or power given to the Board by any other Article.

(2) Any person contracting or dealing with the Company in the ordinary course of business shall be entitled to rely on any written or oral contract or agreement or deed, document or instrument entered into or executed as the case may be by any one Director on behalf of the Company and the same shall be deemed to be validly entered into or executed by the Company as the case may be and shall, subject to any rule of law, be binding on the Company.

(3) Without prejudice to the general powers conferred by these Articles it is hereby expressly declared that the Board shall have the following powers:

- (a) to give to any person the right or option of requiring at a future date that an allotment shall be made to him of any share at par or at such premium as may be agreed;
- (b) to give to any Directors, officers or employees of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration;
- (c) to create or issue, or authorize the creation and issuance of, shares of any series of preferred shares on terms deemed appropriate by the Directors;
- (d) to issue or authorize the issuance of additional shares of the Company's shares within the maximum number of shares that the Company is authorized to issue;
- (e) to resolve that the Company be deregistered in the Cayman Islands and continued in a named jurisdiction outside the Cayman Islands subject to the provisions of the Act.

105. The Board may establish any regional or local boards or agencies for managing any of the affairs of the Company in any place, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration (either by way of salary or by commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes) and pay the working expenses of any staff employed by them upon the business of the Company. The Board may delegate to any regional or local board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the Board (other than its powers to make calls and forfeit shares), with power to sub-delegate, and may authorise the members of any of them to fill any vacancies therein and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person appointed as aforesaid, and may revoke or vary such delegation, but no person dealing in good faith and without notice of any such revocation or variation shall be affected thereby.

106. The Board may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. Such attorney or attorneys may, if so authorised under the Seal of the Company, execute any deed or instrument under their personal seal with the same effect as the affixation of the Company's Seal.

107. The Board may entrust to and confer upon a managing director, joint managing director, deputy managing director, an executive director or any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary

all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.

108. All cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine. The Company's banking accounts shall be kept with such banker or bankers as the Board shall from time to time determine.

109. (1) The Board may establish or concur or join with other companies (being subsidiary companies of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the following paragraph shall include any Director or ex-Director who may hold or have held any executive office or any office of profit under the Company or any of its subsidiary companies) and ex-employees of the Company and their dependants or any class or classes of such person.

(2) The Board may pay, enter into agreements to pay or make grants of revocable or irrevocable pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding paragraph. Any such pension or benefit may, as the Board considers desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement, and may be subject or not subject to any terms or conditions as the Board may determine.

BORROWING POWERS

110. The Board may exercise all the powers of the Company to raise or borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Act, to issue debentures, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

111. Debentures, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

112. Any debentures, bonds or other securities may be issued at a discount (other than shares), premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

113. (1) Where any uncalled capital of the Company is charged, all persons taking any subsequent charge thereon shall take the same subject to such prior charge, and shall not be entitled, by notice to the Members or otherwise, to obtain priority over such prior charge.

(2) The Board shall cause a proper register to be kept, in accordance with the provisions of the Act, of all charges specifically affecting the property of the Company and of

any series of debentures issued by the Company and shall duly comply with the requirements of the Act in regard to the registration of charges and debentures therein specified and otherwise.

PROCEEDINGS OF THE DIRECTORS

114. The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes the chairman of the meeting shall have an additional or casting vote.

115. A meeting of the Board may be convened by the Secretary on request of two (2) Directors. The Secretary shall convene a meeting of the Board of which notice may be given in writing or by telephone or by electronic means to an electronic address from time to time notified to the Company by such Director or (if the recipient consents to it being made available on a website) by making it available on a website or in such other manner as the Board may from time to time determine whenever he shall be required so to do by the president or chairman, as the case may be, or any Director.

116. (1) The quorum necessary for the transaction of the business of the Board shall be a majority of the Directors then in office, including (i) for so long as ANTA and its Affiliates collectively hold at least 25% (but less than 30%) of the issued and outstanding shares of the Company, at least three (3) ANTA nominated Directors, (ii) for so long as ANTA and its Affiliates collectively hold at least 20% (but less than 25%) of the issued and outstanding shares of the Company, at least two (2) ANTA nominated Directors, and (iii) for so long as ANTA and its Affiliates collectively hold at least 15% (but less than 20%) of the issued and outstanding shares of the Company, at least one (1) ANTA nominated Director. An alternate Director shall be counted in a quorum in the case of the absence of a Director for whom he is the alternate provided that he shall not be counted more than once for the purpose of determining whether or not a quorum is present.

(2) Directors may participate in any meeting of the Board by means of a conference, telephone, electronic or other communications equipment through which all persons participating in the meeting can communicate with each other simultaneously and instantaneously and, for the purpose of counting a quorum, such participation shall constitute presence at a meeting as if those participating were present in person.

(3) Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of such Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

117. The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles as the quorum, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing Director, may act for the purpose of filling vacancies in the Board or of summoning general meetings of the Company but not for any other purpose.

118. The chairman of the Board shall be the chairman of all meetings of the Board. If the chairman of the Board is not present at any meeting within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

119. A meeting of the Board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.

120. (1) The Board may delegate any of its powers, authorities and discretions to committees (including, without limitation, the Audit Committee), consisting of such Director or Directors and other persons as it thinks fit, and they may, from time to time, revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the Board.

(2) All acts done by any such committee in conformity with such regulations, and in fulfilment of the purposes for which it was appointed, but not otherwise, shall have like force and effect as if done by the Board, and the Board (or if the Board delegates such power, the committee) shall have power to remunerate the members of any such committee, and charge such remuneration to the current expenses of the Company.

121. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Article, indicating, without limitation, any committee charter adopted by the Board for purposes or in respect of any such committee.

122. A resolution in writing signed by all the Directors except such as are temporarily unable to act through ill-health or disability shall (provided that such number is sufficient to constitute a quorum and further provided that a copy of such resolution has been given or the contents thereof communicated to all the Directors for the time being entitled to receive notices of Board meetings in the same manner as notices of meetings are required to be given by these Articles) be as valid and effectual as if a resolution had been passed at a meeting of the Board duly convened and held. A notification of consent to such resolution given by a Director in writing to the Board by any means (including by means of electronic communication) shall be deemed to be his/her signature to such resolution in writing for the purpose of this Article 122. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors and for this purpose a facsimile signature of a Director shall be treated as valid.

123. All acts bona fide done by the Board or by any committee or by any person acting as a Director or members of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.

AUDIT COMMITTEE

124. Without prejudice to the freedom of the Directors to establish any other committees, for so long as the shares of the Company (or depositary receipts therefor, if applicable) are listed or quoted on the Designated Stock Exchange, the Board shall establish and maintain an Audit Committee as a committee of the Board, the composition and responsibilities of which shall comply with the rules and regulations of the Designated Stock Exchange and the rules and regulations of the SEC.

125. The Board shall adopt a formal written audit committee charter and review and assess the adequacy of the formal written charter on an annual basis.

126. For so long as the shares of the Company (or depositary receipts therefor, if applicable) are listed or quoted on the Designated Stock Exchange, the Company shall conduct an appropriate review of all related party transactions on an ongoing basis and shall utilize the Audit Committee for the review and approval of potential conflicts of interest and such related party transactions in accordance with the audit committee charter.

OFFICERS

127. (1) The officers of the Company shall consist of the Directors and Secretary and such additional officers (who may or may not be Directors) as the Board may from time to time determine, all of whom shall be deemed to be officers for the purposes of the Act and these Articles. In addition to the officers of the Company, the Board may also from time to time determine and appoint managers and delegate to the same such powers and duties as are prescribed by the Board.

(2) The Directors shall, as soon as may be after each appointment or election of Directors, elect amongst the Directors a chairman and if more than one Director is proposed for this office, the election to such office shall take place in such manner as the Directors may determine.

(3) The officers shall receive such remuneration as the Directors may from time to time determine.

128. (1) The Secretary and additional officers, if any, shall be appointed by the Board and shall hold office on such terms and for such period as the Board may determine. If thought fit, two or more persons may be appointed as joint Secretaries. The Board may also appoint from time to time on such terms as it thinks fit one or more assistant or deputy Secretaries.

(2) The Secretary shall attend all meetings of the Members and shall keep correct minutes of such meetings and enter the same in the proper books provided for the purpose. He shall perform such other duties as are prescribed by the Act or these Articles or as may be prescribed by the Board.

129. The officers of the Company shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Directors from time to time.

130. A provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

REGISTER OF DIRECTORS AND OFFICERS

131. The Company shall cause to be kept in one or more books at its Office a Register of Directors and Officers in which there shall be entered the full names and addresses of the Directors and Officers and such other particulars as required by the Act or as the Directors may determine. The Company shall send to the Registrar of Companies in the Cayman Islands a copy of such register, and shall from time to time notify to the said Registrar of any change that takes place in relation to such Directors and Officers as required by the Act.

MINUTES

132. (1) The Board shall cause minutes to be duly entered in books provided for the purpose:
- (a) of all elections and appointments of officers;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (c) of all resolutions and proceedings of each general meeting of the Members, meetings of the Board and meetings of committees of the Board and where there are managers, of all proceedings of meetings of the managers.
- (2) Minutes shall be kept by the Secretary at the Office.

SEAL

133. (1) The Company shall have one or more Seals, as the Board may determine. For the purpose of sealing documents creating or evidencing securities issued by the Company, the Company may have a securities seal which is a facsimile of the Seal of the Company with the addition of the word "Securities" on its face or in such other form as the Board may approve. The Board shall provide for the custody of each Seal and no Seal shall be used without the authority of the Board or of a committee of the Board authorised by the Board in that behalf. Subject as otherwise provided in these Articles, any instrument to which a Seal is affixed shall be signed autographically by one Director or by such other person (including a Director) or persons as the Board may appoint, either generally or in any particular case, save that as regards any certificates for shares or debentures or other securities of the Company the Board may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature. Every instrument executed in manner provided by this Article 133 shall be deemed to be sealed and executed with the authority of the Board previously given.

(2) Where the Company has a Seal for use abroad, the Board may by writing under the Seal appoint any agent or committee abroad to be the duly authorised agent of the Company for the purpose of affixing and using such Seal and the Board may impose restrictions

on the use thereof as may be thought fit. Wherever in these Articles reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any such other Seal as aforesaid.

AUTHENTICATION OF DOCUMENTS

134. Any Director or the Secretary or any person appointed by the Board for the purpose may authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and if any books, records, documents or accounts are elsewhere than at the Office or the head office the local manager or other officer.

of the Company having the custody thereof shall be deemed to be a person so appointed by the Board. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee which is so certified shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

DESTRUCTION OF DOCUMENTS

135. (1) The Company shall be entitled to destroy the following documents at the following times:
- (a) any share certificate which has been cancelled at any time after the expiry of one (1) year from the date of such cancellation;
 - (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two (2) years from the date such mandate variation cancellation or notification was recorded by the Company;
 - (c) any instrument of transfer of shares which has been registered at any time after the expiry of seven (7) years from the date of registration;
 - (d) any allotment letters after the expiry of seven (7) years from the date of issue thereof; and
 - (e) copies of powers of attorney, grants of probate and letters of administration at any time after the expiry of seven (7) years after the account to which the relevant power of attorney, grant of probate or letters of administration related has been closed;

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to be made on the basis of any such documents so destroyed was duly and properly made and every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the

books or records of the Company. Provided always that: (1) the foregoing provisions of this Article 135 shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim; (2) nothing contained in this Article 135 shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (1) above are not fulfilled; and (3) references in this Article 135 to the destruction of any document include references to its disposal in any manner.

(2) Notwithstanding any provision contained in these Articles, the Directors may, if permitted by applicable law, authorise the destruction of documents set out in sub-paragraphs (a) to (e) of paragraph (1) of this Article 135 and any other documents in relation to share registration which have been microfilmed or electronically stored by the Company or by the share registrar on its behalf provided always that this Article 135 shall apply only to the destruction of a document in good faith and without express notice to the Company and its share registrar that the preservation of such document was relevant to a claim.

DIVIDENDS AND OTHER PAYMENTS

136. Subject to the Act, the Board may from time to time declare dividends in any currency to be paid to the Members.

137. Dividends may be declared and paid out of the profits of the Company, realised or unrealised, or from any reserve set aside from profits which the Directors determine is no longer needed. The Board may also declare and pay dividends out of share premium account or any other fund or account which can be authorised for this purpose in accordance with the Act.

138. Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:

- (a) all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article 138 as paid up on the share; and
- (b) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

139. The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Board acts bona fide the Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights and may also pay any fixed dividend which is payable on any shares of the

Company half-yearly or on any other dates, whenever such profits, in the opinion of the Board, justifies such payment.

140. The Board may deduct from any dividend or other moneys payable to a Member by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.

141. No dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.

142. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders.

143. All dividends or bonuses unclaimed for one (1) year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any dividend or bonuses unclaimed after a period of six (6) years from the date of declaration shall be forfeited and shall revert to the Company. The payment by the Board of any unclaimed dividend or other sums payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.

144. Whenever the Board has resolved that a dividend be paid or declared, the Board may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company, or in any one or more of such ways, and where any difficulty arises in regard to the distribution the Board may settle the same as it thinks expedient, and in particular may issue certificates in respect of fractions of shares, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend, and such appointment shall be effective and binding on the Members. The Board may resolve that no such assets shall be made available to Members with registered addresses in any particular territory or territories where, in the absence of a registration statement or other special formalities, such distribution of assets would or might, in the opinion of the Board, be unlawful or impracticable and in such event the only entitlement of the Members aforesaid shall be to receive cash payments as aforesaid. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.

145. (1) Whenever the Board has resolved that a dividend be paid or declared on any class of the share capital of the Company, the Board may further resolve either:

- (a) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up, provided that the Members entitled thereto will be entitled to elect to receive such dividend (or part thereof if the Board so determines) in cash in lieu of such allotment. In such case, the following provisions shall apply:
 - (i) the basis of any such allotment shall be determined by the Board;
 - (ii) the Board, after determining the basis of allotment, shall give not less than ten (10) days' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
 - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
 - (iv) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect whereof the cash election has not been duly exercised ("the non-elected shares") and in satisfaction thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account, capital redemption reserve other than the Subscription Rights Reserve) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or
 - (b) that the Members entitled to such dividend shall be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the Board may think fit. In such case, the following provisions shall apply:
 - (i) the basis of any such allotment shall be determined by the Board;
 - (ii) the Board, after determining the basis of allotment, shall give not less than ten (10) days' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
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- (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
- (iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised ("the elected shares") and in lieu thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account, capital redemption reserve other than the Subscription Rights Reserve) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the elected shares on such basis.

(2) (a) The shares allotted pursuant to the provisions of paragraph (1) of this Article 145 shall rank *pari passu* in all respects with shares of the same class (if any) then in issue save only as regards participation in the relevant dividend or in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend unless, contemporaneously with the announcement by the Board of their proposal to apply the provisions of sub-paragraph (a) or (b) of paragraph (2) of this Article 145 in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of paragraph (1) of this Article 145 shall rank for participation in such distribution, bonus or rights.

- (b) The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (1) of this Article 145, with full power to the Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the Members concerned). The Board may authorise any person to enter into on behalf of all Members interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.

(3) The Board may determine and resolve in respect of any one particular dividend of the Company that notwithstanding the provisions of paragraph (1) of this Article 145 a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.

(4) The Board may on any occasion determine that rights of election and the allotment of shares under paragraph (1) of this Article 145 shall not be made available or made

to any shareholders with registered addresses in any territory where, in the absence of a registration statement or other special formalities, the circulation of an offer of such rights of election or the allotment of shares would or might, in the opinion of the Board, be unlawful or impracticable, and in such event the provisions aforesaid shall be read and construed subject to such determination. Members affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Members for any purpose whatsoever.

(5) Any resolution declaring a dividend on shares of any class by the Board, may specify that the same shall be payable or distributable to the persons registered as the holders

of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable or distributable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Article 145 shall mutatis mutandis apply to bonuses, capitalisation issues, distributions of realised capital profits or offers or grants made by the Company to the Members.

RESERVES

146. (1) The Board shall establish an account to be called the share premium account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any share in the Company. Unless otherwise provided by the provisions of these Articles, the Board may apply the share premium account in any manner permitted by the Act. The Company shall at all times comply with the provisions of the Act in relation to the share premium account.

(2) Before recommending any dividend, the Board may set aside out of the profits of the Company such sums as it determines as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute.

CAPITALISATION

147. The Company may, upon the recommendation of the Board, at any time and from time to time pass an ordinary resolution to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including a share premium account and capital redemption reserve and the profit and loss account) whether or not the same is available for distribution and accordingly that such amount be set free for distribution among the Members or any class of Members who would be entitled thereto if it were distributed by way of dividend and in the same proportions, on the basis that the same is not paid in cash but is applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in paying up in full unissued shares, debentures or other obligations of the Company, to be allotted and distributed credited as fully paid up among such Members, or partly in one way and partly in the other, and the Board shall give effect to such resolution provided that, for the purposes of this Article 146, a

share premium account and any capital redemption reserve or fund representing unrealised profits, may be applied only in paying up in full unissued shares of the Company to be allotted to such Members credited as fully paid.

148. The Board may settle, as it considers appropriate, any difficulty arising in regard to any distribution and in particular may issue certificates in respect of fractions of shares or authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract necessary or desirable for giving effect thereto and such appointment shall be effective and binding upon the Members.

SUBSCRIPTION RIGHTS RESERVE

149. The following provisions shall have effect to the extent that they are not prohibited by and are in compliance with the Act:

(1) If, so long as any of the rights attached to any warrants issued by the Company to subscribe for shares of the Company shall remain exercisable, the Company does any act or engages in any transaction which, as a result of any adjustments to the subscription price in accordance with the provisions of the conditions of the warrants, would reduce the subscription price to below the par value of a share, then the following provisions shall apply:

- (a) as from the date of such act or transaction the Company shall establish and thereafter (subject as provided in this Article 149) maintain in accordance with the provisions of this Article 149 a reserve (the "Subscription Rights Reserve") the amount of which shall at no time be less than the sum which for the time being would be required to be capitalised and applied in paying up in full the nominal amount of the additional shares required to be issued and allotted credited as fully paid pursuant to sub-paragraph (c) below on the exercise in full of all the subscription rights outstanding and shall apply the Subscription Rights Reserve in paying up such additional shares in full as and when the same are allotted;
 - (b) the Subscription Rights Reserve shall not be used for any purpose other than that specified above unless all other reserves of the Company (other than share premium account) have been extinguished and will then only be used to make good losses of the Company if and so far as is required by law;
 - (c) upon the exercise of all or any of the subscription rights represented by any warrant, the relevant subscription rights shall be exercisable in respect of a nominal amount of shares equal to the amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be the relevant portion thereof in the event of a partial exercise of the subscription rights) and, in addition, there shall be allotted in respect of such subscription rights to the exercising warrant holder, credited as
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fully paid, such additional nominal amount of shares as is equal to the difference between:

- (i) the said amount in cash which the holder of such warrant is required to pay on exercise of the subscription rights represented thereby (or, as the case may be, the relevant portion thereof in the event of a partial exercise of the subscription rights); and
 - (ii) the nominal amount of shares in respect of which such subscription rights would have been exercisable having regard to the provisions of the conditions of the warrants, had it been possible for such subscription rights to represent the right to subscribe for shares at less than par and immediately upon such exercise so much of the sum standing to the credit of the Subscription Rights Reserve as is required to pay up in full such additional nominal amount of shares shall be capitalised and applied in paying up in full such additional nominal amount of shares which shall forthwith be allotted credited as fully paid to the exercising warrantholders; and
- (d) if, upon the exercise of the subscription rights represented by any warrant, the amount standing to the credit of the Subscription Rights Reserve is not sufficient to pay up in full such additional nominal amount of shares equal to such difference as aforesaid to which the exercising warrantholder is entitled, the Board shall apply any profits or reserves then or thereafter becoming available (including, to the extent permitted by law, share premium account) for such purpose until such additional nominal amount of shares is paid up and allotted as aforesaid and until then no dividend or other distribution shall be paid or made on the fully paid shares of the Company then in issue. Pending such payment and allotment, the exercising warrantholder shall be issued by the Company with a certificate evidencing his right to the allotment of such additional nominal amount of shares. The rights represented by any such certificate shall be in registered form and shall be transferable in whole or in part in units of one share in the like manner as the shares for the time being are transferable, and the Company shall make such arrangements in relation to the maintenance of a register therefor and other matters in relation thereto as the Board may think fit and adequate particulars thereof shall be made known to each relevant exercising warrantholder upon the issue of such certificate.
- (2) Shares allotted pursuant to the provisions of this Article 149 shall rank *pari passu* in all respects with the other shares allotted on the relevant exercise of the subscription rights represented by the warrant concerned. Notwithstanding anything contained in paragraph (1) of this Article, no fraction of any share shall be allotted on exercise of the subscription rights.
- (3) The provision of this Article 149 as to the establishment and maintenance of the Subscription Rights Reserve shall not be altered or added to in any way which would vary or abrogate, or which would have the effect of varying or abrogating the provisions for the benefit of any warrantholder or class of warrantholders under this Article 149 without the sanction of a special resolution of such warrantholders or class of warrantholders.
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(4) A certificate or report by the auditors for the time being of the Company as to whether or not the Subscription Rights Reserve is required to be established and maintained and if so the amount thereof so required to be established and maintained, as to the purposes for which the Subscription Rights Reserve has been used, as to the extent to which it has been used to make good losses of the Company, as to the additional nominal amount of shares required to be allotted to exercising warrant holders credited as fully paid, and as to any other matter concerning the Subscription Rights Reserve shall (in the absence of manifest error) be conclusive and binding upon the Company and all warrant holders and shareholders.

ACCOUNTING RECORDS

150. The Board shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure take place, and of the property, assets, credits and liabilities of the Company and of all other matters required by the Act or necessary to give a true and fair view of the Company's affairs and to explain its transactions.

151. The accounting records shall be kept at the Office or, at such other place or places as the Board decides and shall always be open to inspection by the Directors. No Member (other than a Director) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board or the Company in general meeting.

152. Subject to Article 153, a printed copy of the Directors' report, accompanied by the balance sheet and profit and loss account, including every document required by law to be annexed thereto, made up to the end of the applicable financial year and containing a summary of the assets and liabilities of the Company under convenient heads and a statement of income and expenditure, together with a copy of the Auditors' report, shall be sent to each person entitled thereto at least ten (10) days before the date of the general meeting and laid before the Company at the annual general meeting held in accordance with Article 56 provided that this Article 152 shall not require a copy of those documents to be sent to any person whose address the Company is not aware of or to more than one of the joint holders of any shares or debentures.

153. Subject to due compliance with all applicable Statutes, rules and regulations, including, without limitation, the rules and regulations of the Designated Stock Exchange, and to obtaining all necessary consents, if any, required thereunder, the requirements of Article 152 shall be deemed satisfied in relation to any person by sending to the person in any manner not prohibited by the Statutes, a summarised financial statements derived from the Company's annual accounts and the directors' report which shall be in the form and containing the information required by applicable laws and regulations, provided that any person who is otherwise entitled to the annual financial statements of the Company and the directors' report thereon may, if he so requires by notice in writing served on the Company, demand that the Company sends to him, in addition to a summarised financial statements, a complete printed copy of the Company's annual financial statement and the directors' report thereon.

154. The requirement to send to a person referred to in Article 152 the documents referred to in that article or a summary financial report in accordance with Article 153 shall be deemed satisfied where, in accordance with all applicable Statutes, rules and regulations, including, without limitation, the rules and regulations of the Designated Stock Exchange, the Company publishes copies of the documents referred to in Article 152 and, if applicable, a summary

financial report complying with Article 153, by placing it on the Company's website or in any other manner (including by sending any form of electronic communication) permitted by Article 161.

AUDIT

155. Subject to applicable law and rules and regulations of the Designated Stock Exchange, the Board shall appoint an Auditor to audit the accounts of the Company and such Auditor shall hold office until removed from office by a resolution of the Directors. Such Auditor may be a Member but no Director or officer or employee of the Company shall, during his continuance in office, be eligible to act as an Auditor.

156. Subject to the Act the accounts of the Company shall be audited at least once in every year.

157. The remuneration of the Auditor shall be determined by the Audit Committee or, in the absence of such Audit Committee, by the Board.

158. The Board may remove the Auditor at any time before the expiration of his term of office and may by resolution appoint another Auditor in his stead.

159. The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto; and he may call on the Directors or officers of the Company for any information in their possession relating to the books or affairs of the Company.

160. The statement of income and expenditure and the balance sheet provided for by these Articles shall be examined by the Auditor and compared by him with the books, accounts and vouchers relating thereto; and he shall make a written report thereon stating whether such statement and balance sheet are drawn up so as to present fairly the financial position of the Company and the results of its operations for the period under review and, in case information shall have been called for from Directors or officers of the Company, whether the same has been furnished and has been satisfactory. The financial statements of the Company shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the Auditor shall be submitted to the Audit Committee. The generally accepted auditing standards referred to herein may be those of a country or jurisdiction other than the Cayman Islands. If so, the financial statements and the report of the Auditor should disclose this fact and name such country or jurisdiction.

NOTICES

161. Any Notice or document, whether or not, to be given or issued under these Articles from the Company to a Member shall be in writing or by cable, telex or facsimile transmission message or other form of electronic transmission or electronic communication and any such Notice and document may be served or delivered by the Company on or to any Member either (i) personally or (ii) by sending it through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose or (iii) by transmitting it to any such address or transmitting it to any telex or facsimile transmission number or electronic number or electronic

address or website supplied by him to the Company for the giving of Notice or documents to him or which the person transmitting the notice or document reasonably and bona fide believes at the relevant time will result in the Notice or document being duly received by the Member or (iv) may also be served by advertisement in appropriate newspapers in accordance with the requirements of the Designated Stock Exchange or (v) to the extent permitted by all applicable Statutes, rules and regulations, including, without limitation, the rules and regulations of the Designated Stock Exchange, by placing it on the Company's website. In the case of joint holders of a share all notices shall be given to that one of the joint holders whose name stands first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders.

162. Any Notice or other document:

- (a) if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the Notice or other document was so addressed and put into the post shall be conclusive evidence thereof;
- (b) if sent by electronic communication, shall be deemed to be given on the day on which it is transmitted from the server of the Company or its agent. A Notice placed on the Company's website is deemed given by the Company to a Member on the day it is placed;
- (c) if served or delivered in any other manner contemplated by these Articles, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch or transmission or publication; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Company or other person appointed by the Board as to the act and time of such service, delivery, despatch or transmission or publication shall be conclusive evidence thereof; and
- (d) may be given to a Member in the English language or such other language as may be approved by the Directors, subject to due compliance with all applicable Statutes, rules and regulations.

163. (1) Any Notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the Notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such Notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

(2) A Notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a Member by sending it through the post in a prepaid letter, envelope or wrapper addressed to him by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.

(3) Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every Notice in respect of such share which prior to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.

(4) Every Member or a person who is entitled to receive notice from the Company under the provisions of the Statutes or these Articles may register with the Company an electronic address to which notices can be served upon him.

SIGNATURES

164. For the purposes of these Articles, a cable or telex or facsimile or electronic transmission message purporting to come from a holder of shares or, as the case may be, a Director, or, in the case of a corporation which is a holder of shares from a director or the secretary thereof or a duly appointed attorney or duly authorised representative thereof for it and on its behalf, shall in the absence of express evidence to the contrary available to the person relying thereon at the relevant time be deemed to be a document or instrument in writing signed by such holder or Director in the terms in which it is received. The signature to any notice or document to be given by the Company may be written, printed or made electronically.

WINDING UP

165. (1) Subject to Article 165(2), the Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.

(2) Unless otherwise provided by the Act, a resolution that the Company be wound up by the court or be wound up voluntarily shall be a special resolution.

166. Subject to any special rights, privileges or restrictions as to the distribution of available surplus assets on liquidation for the time being attached to any class or classes of shares (i) if the Company shall be wound up and the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed *pari passu* amongst such members in proportion to the amount paid up on the shares held by them respectively and (ii) if the Company shall be wound up and the assets available for distribution amongst the Members as such shall be insufficient to repay the whole of the paid-up capital such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively.

167. If the Company shall be wound up (whether the liquidation is voluntary or by the court) the liquidator may, with the authority of a special resolution and any other sanction required by

the Act, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of properties of one kind or shall consist of properties to be divided as aforesaid of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of the Members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

INDEMNITY

168. (1) Every Director (including for the purposes of this Article 167 any alternate Director appointed pursuant to the provisions of these Articles), Secretary, or other officer for the time being and from time to time of the Company (but not including the Auditor) and the personal representatives of the same (each an "Indemnified Person") shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such Indemnified Person, other than by reason of such Indemnified Person's own dishonesty, wilful default or fraud, in or about the conduct of the Company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such Indemnified Person in defending (whether successfully or otherwise) any civil proceedings concerning the Company or its affairs in any court whether in the Cayman Islands or elsewhere.

(2) Each Member agrees to waive any claim or right of action he might have, whether individually or by or in the right of the Company, against any Director on account of any action taken by such Director, or the failure of such Director to take any action in the performance of his duties with or for the Company; PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud, wilful default or dishonesty which may attach to such Director.

FINANCIAL YEAR

169. Unless otherwise determined by the Directors, the financial year of the Company shall end on the 31st of December in each year.

AMENDMENT TO MEMORANDUM AND ARTICLES OF ASSOCIATION AND NAME OF COMPANY

170. No Article shall be rescinded, altered or amended and no new Article shall be made until the same has been approved by a special resolution of the Members. A special resolution shall be required to alter the provisions of the Memorandum of Association or to change the name of the Company.

INFORMATION

171. Without prejudice to any contractual rights conferred on any person or persons, no Member shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interests of the members of the Company to communicate to the public.

EXCLUSIVE FORUM

172. Unless the Company consents in writing to the selection of an alternative forum, the Grand Court of the Cayman Islands shall be the exclusive forum for (i) any derivative action or proceeding brought on the Company's behalf, (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any of the Company's directors, officers or other employees to it or any other person, (iii) any action or proceeding arising pursuant to, or seeking to enforce, any right, obligation or remedy under any provision of the Companies Act, these Memorandum of Association, or any other provision of applicable law other than as described in Article 171, (iv) any action or proceeding seeking to interpret, apply, enforce or determine the validity of these Memorandum of Association or (v) any action or proceeding as to which the Companies Act confers jurisdiction on the Grand Court of the Cayman Islands. The preceding sentence of this Article 171 shall not apply to claims arising under the Securities Act of 1933, as amended, the Exchange Act or other federal securities laws for which there is exclusive federal or concurrent federal and state jurisdiction. Unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, the Exchange Act or other federal securities laws. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Company shall be deemed to have notice of and consented to the provisions of this Article 171. Without prejudice to the foregoing, if the provision in this Article 171 is held to be illegal, invalid or unenforceable under applicable law, the legality, validity or enforceability of the rest of these Articles shall not be affected and this Article 171 shall be interpreted and construed to the maximum extent possible to apply in the relevant jurisdiction with whatever modification or deletion may be necessary so as best to give effect to the intention of the Company.

Subsidiaries of Amer Sports, Inc.

Name of Subsidiary	Jurisdiction of Incorporation
Amer Sports Holding (HK) Limited	China
Amer Sports Holding 3 Oy	Finland
Amer Sports Holding 2 Oy	Finland
Amer Sports Holding 1 Oy	Finland
Amer Sports Holding Oy	Finland
Amer Sports Corporation	Finland
Amer Industries EEU SRL	Romania
Amer Sports (China) Co. Ltd.	China
Amer Sports Shanghai Commercial Limited	China
Amer Sports Digital Services Oy	Finland
Amer Sports Europe GmbH	Germany
Amer Sports Czech Republic s.r.o.	Czech Republic
Amer Sports Deutschland GmbH	Germany
Amer Sports Europe Services GmbH	Germany
Amer Sports Export GmbH	Germany
Amer Sports Spain, S.A.	Spain
Amer Sports UK Services Limited	United Kingdom
Amer Sports UK Limited	United Kingdom
Amer Sports International Oy	Finland
Amernet Holding B.V.	Netherlands
Amer Sports Asia Services Limited	China

Amer Sports B.V., Leusden	Netherlands
Amer Sports Canada Inc.	Canada
Amer Sports European Center AG	Switzerland
Amer Sports HK Limited	China
Amer Sports Macau Sociedade Unipessoal	China
Amer Sports Shanghai Trading Ltd.	China
Shanghai Amer Sports Operations	China
Shanghai JingAn Amer Sports Goods Co.	China
Amer Sports Holding GmbH	Austria
Amer Sports Austria GmbH	Austria
Amer Sports Bulgaria EOOD	Bulgaria
Amer Sports Danmark A.p.S.	Denmark
Amer Sports Global Business Services Sp. z o.o.	Poland
Amer Sports Italia S.p.A.	Italy
Amer Sports Luxembourg S.a r.l.	Luxembourg
Amer Sports Norge A/S	Norway
Amer Sports Poland Sp. z o.o.	Poland
AO Amer Sports	Russia
Atomic Austria GmbH	Austria
Amer Sports Netherlands B.V.	Netherlands
Amer Sports Sourcing Ltd	China
Amer Sports Sourcing (Shenzhen) Limited	China
Amer Sports Sverige AB	Sweden
Amer Sports Vietnam Limited	Vietnam
Peak Performance Canada Inc.	Canada

SSO Portugal, Unipessoal LDA	Portugal
Amer Sports Company	United States
Albany Sports Co.	United States
Amer Sports Portland Design Center, Inc.	United States
Amer Sports Ski Acquisition Company	United States
Amer Sports U.S. Financing LLC	United States
Amer Sports Winter & Outdoor Company	United States
ENVE Composites LLC	United States
Wilson Sporting Goods Co.	United States
Amer Sports Australia Pty Ltd	Australia
Amer Sports Brazil LTDA.	Brazil
Amer Sports Japan, Inc.	Japan
Amer Sports Korea, Ltd.	South Korea
Amer Sports Malaysia Sdn Bhd	Malaysia
Wilmex Holding Company	United States
Nicaragua Apparel I Co	United States
Nicaragua Apparel II Co	United States
Nicaragua Apparel III Co	United States
Wells Apparel Nicaragua, Sociedad Anonima	Nicaragua
Wilson Sporting Goods Co. de Mexico, S.A. de C.V.	Mexico
Amer Sports Holding S.A.S.	France
Amer Sports France S.A.S.	France
Salomon S.A.	France
Amer Sports SA	Switzerland
Amer Sports RO s.r.l.	Romania
Amer Sports Suomi Oy	Finland
Amerintie 1 Oy	Finland
Amernet Holding Sverige AB	Sweden
Peak Performance Production AB	Sweden
Amer Sports Belgium NV	Belgium

BUSINESS COOPERATION AGREEMENT

by and between

ANTA SPORTS PRODUCTS LIMITED

and

AMER SPORTS, INC.

Dated as of February 5, 2024

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BUSINESS COOPERATION AGREEMENT

THIS BUSINESS COOPERATION AGREEMENT, dated as of February 5, 2024, is by and between ANTA SPORTS PRODUCTS LIMITED, an exempted company with limited liability in the Cayman Islands (“**ANTA**”) and AMER SPORTS, INC., an exempted company with limited liability in the Cayman Islands (the “**Amer**”).

R E C I T A L S

WHEREAS, Amer proposes to issue certain ordinary shares, par value EUR 0.10 per ordinary share (the “**Shares**”) in an initial public offering (the “**IPO**”) pursuant to a registration statement on Form F-1 filed with the U.S. Securities and Exchange Commission (the “**SEC**”) under the Securities Act of 1933, as amended;

WHEREAS, ANTA is a publicly traded company on the Hong Kong Stock Exchange (the “**HKEx**”) that is subject to ongoing disclosure and reporting requirements under the listing rules of the HKEx;

WHEREAS, upon the completion of the IPO, (i) Amer will become a publicly traded company on the New York Stock Exchange that is subject to ongoing disclosure and reporting requirements under the rules and regulations of the SEC and (ii) ANTA will remain as the largest shareholder of Amer, and will continue to account for its interests in Amer as an equity investment using the equity method in its consolidated financial statements under the applicable financial reporting standards; and

WHEREAS, both ANTA and Amer desire to continue to cooperate closely with each other in various aspects of their businesses and in connection with their respective compliance with the applicable disclosure and reporting requirements and therefore desire to enter into this Agreement to set forth their agreements regarding the relationships between ANTA and Amer (including their respective affiliates) following the completion of the IPO.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. *Certain Definitions.* For the purposes of this Agreement the following terms shall have the following meanings:

“**Agreement**” means this Business Cooperation Agreement, as may be amended and restated by the parties from time to time.

“**Amer**” has the meaning set forth in the preamble hereto.

“**Amer Auditors**” has the meaning set forth in Section 4.04(a).

“**Amer Board**” has the meaning set forth in Section 3.01.

“**Amer Financial Statements**” has the meaning set forth in (b).

“**Amer Public Documents**” has the meaning set forth in Section 4.02(a).

“**ANTA**” has the meaning set forth in the preamble hereto.

“**ANTA Auditors**” has the meaning set forth in Section 4.04(b).

“**ANTA Financial Statements**” means annual results announcements, annual reports, interim results announcements and interim report, announcements and/or reports on quarterly financial or operational results or performance (if applicable), any announcement(s) and/or other publication supplemental to such results announcement or report of ANTA, as applicable.

“**ANTA Public Filings**” has the meaning set forth in Section 4.03.

“**ANTA Transaction**” has the meaning set forth in (d).

“**Applicable Period**” has the meaning set forth in Section 4.01.

“**Disclosing Party**” has the meaning set forth in Section 7.01.

“**Financial Reporting Timeline**” means ANTA’s periodic financial and operational results reporting timeline, as in effect as of the completion of the IPO and as may be modified by ANTA thereafter (with notices to Amer), for the provision of consolidated financial information and financial statements to be included or otherwise needed for the preparation of the ANTA Financial Statements and/or the ANTA Public Filings or the management of ANTA’s investment, budgeting, business and operations.

“**HKEx**” has the meaning set forth in the recitals.

“**IPO**” has the meaning set forth in the recitals.

“**Post-IPO Articles**” has the meaning set forth in Section 3.01.

“**Receiving Party**” has the meaning set forth in Section 7.01.

“**SEC**” has the meaning set forth in the recitals.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. *Certain Representations and Warranties.* Each party represents and warrants to the other party that:

- (a) it is a limited liability company lawfully incorporated and validly existing under the laws of the Cayman Islands, having independent legal person status;
- (b) it has full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and may be an independent party to a lawsuit;
- (c) it has full internal corporate power and authorization to execute, deliver and perform this Agreement and all other related documents;
- (d) this Agreement is lawfully and duly executed and delivered by it; this Agreement constitutes its lawful and binding obligations, enforceable against it according to the terms of this Agreement; and
- (e) its execution, delivery and performance of this Agreement do not (i) violate its articles of association or any other constitutional documents applicable to it, (ii) conflict with

any agreement or contract or other document to which it is a party or its property is subject, or (iii) violate or conflict with any applicable law.

ARTICLE III BOARD GOVERNANCE

Section 3.01. *Board Composition.* Subject to the amended and restated memorandum and articles of association of Amer, which is expected to become effective immediately prior to the completion of the IPO (the “**Post-IPO Articles**”), the board of directors of Amer (the “**Amer Board**”) shall consist of eleven (11) directors upon the completion of the IPO.

Section 3.02. *ANTA Nomination Right.* Following the IPO and prior to the termination of this Agreement, at any meeting of the shareholders of Amer at which members of the Amer Board are to be elected or re-elected, or whenever any vacancy on the Amer Board is to be filled by the action of the Amer Board, for so long as ANTA and its affiliates collectively hold:

- (a) at least 30% of the issued and outstanding shares of Amer, ANTA shall have the right to nominate for election or re-election by the shareholders or the right to appoint to the Amer Board to fill in any vacancy at that time, as the case may be and subject to the reasonable acceptance by the nominating and corporate governance committee, a total of five (5) individuals, to serve as directors of Amer pursuant to the requirements of the Post-IPO Articles;
- (b) at least 25% of the issued and outstanding shares of Amer, ANTA shall have the right to nominate for election or re-election by the shareholders or the right to appoint to the Amer Board to fill in any vacancy at that time, as the case may be and subject to the reasonable acceptance by the nominating and corporate governance committee, a total of four (4) individuals, to serve as directors of Amer pursuant to the requirements of the Post-IPO Articles;
- (c) at least 20% of the issued and outstanding shares of Amer, ANTA shall have the right to nominate for election or re-election by the shareholders or the right to appoint to the Amer Board to fill in any vacancy at that time, as the case may be and subject to the reasonable acceptance by the nominating and corporate governance committee, a total of three (3) individuals, to serve as directors of Amer pursuant to the requirements of the Post-IPO Articles;
- (d) at least 15% of the issued and outstanding shares of Amer, ANTA shall have the right to nominate for election or re-election by the shareholders or the right to appoint to the Amer Board to fill in any vacancy at that time, as the case may be and subject to the reasonable acceptance by the nominating and corporate governance committee, a total of two (2) individuals, to serve as directors of Amer pursuant to the requirements of the Post-IPO Articles; and
- (e) at least 10% of the issued and outstanding shares of Amer, ANTA shall have the right to nominate for election or re-election by the shareholders or the right to appoint to the Amer Board to fill in any vacancy at that time, as the case may be and subject to the reasonable acceptance by the nominating and corporate governance committee, a total of one (1) individual, to serve as a director of Amer pursuant to the requirements of the Post-IPO Articles.

At the time ANTA and its affiliates collectively hold less than 10% of the issued and outstanding shares of Amer, ANTA shall no longer have the right to nominate for election or re-election by the shareholders any candidates to serve as director(s) of Amer.

Section 3.03. *Board Cooperation.* For so long as ANTA has the right to designate one or more director nominees under Section 3.02, Amer shall: (a) nominate for election and include in any management information circular or other documents relating to the election of directors (or submit to the shareholders of Amer by written consent if applicable) each individual designated as director nominee of ANTA; (b) solicit votes from the shareholders of Amer in favor of the election of the director nominees of ANTA in a manner no less favorable than the manner in which the Company solicits votes in favor of the election of other director nominees at any such meeting; and (c) take all steps which may be necessary or appropriate to recognize, enforce and comply with the rights of ANTA under Section 3.02.

ARTICLE IV FINANCIAL DISCLOSURE COVENANTS AND INFORMATION RIGHTS

Section 4.01. *Preparation of Financial and Other Disclosures.* Amer agrees that, for so long as ANTA (i) is required to continue to account for its investment in Amer under the equity method of accounting or (ii) later becomes required to consolidate the results of operations of Amer (in each case, as determined in accordance with the applicable accounting standards adopted by ANTA) (the “**Applicable Period**”):

- (a) Amer will maintain (i) a fiscal year that commences and ends on the same calendar days as ANTA’s fiscal year commences and ends, and (ii) monthly and quarterly accounting periods that commence and end on the same calendar days as ANTA’s monthly and quarterly accounting periods commence and end.
- (b) For each annual and quarterly accounting period of ANTA upon and after completion of the IPO, and (upon requests by ANTA) any accounting period as specified by ANTA, Amer shall deliver to ANTA drafts of (i) the consolidated financial statements of Amer (and notes thereto, if available) for such periods and, in the case of each quarterly period, for the period from the beginning of the current fiscal year of ANTA to the end of such quarter, setting forth in each case in comparative form for each such fiscal year or quarter of ANTA the consolidated figures (and notes thereto, if available) for the corresponding year or quarter, as applicable, and other periods of the previous fiscal year of ANTA, in reasonable detail and prepared in accordance with the applicable accounting standards, and (ii) a substantially finalized draft discussion and analysis by management of Amer’s financial condition and results of operations for such fiscal period of ANTA, including, without limitation, an explanation of any material period-to-period change and any off-balance sheet transactions, substantially in the form to be included in Amer’s quarterly earnings release and annual reports (save for changes as may reasonably be considered necessary by Amer arising out of the preparation of such discussion and analysis for such fiscal period of ANTA). The information and materials set forth in (i) and (ii) above are referred to in this Agreement collectively as the “**Amer Financial Statements**”. Upon request of ANTA, Amer shall prepare and provide the Amer Financial Statements for each annual and quarterly accounting period of ANTA or any accounting period as specified by ANTA upon and after completion of the IPO in adherence to the ANTA Financial Reporting Timeline. In addition, Amer shall deliver to ANTA, within a reasonable period prior to its own filings or furnishing with the SEC, the final form of the applicable financial statements and/or management discussion and analysis of Amer; *provided, however*, that Amer may continue to revise such financial statements and/or

management discussion and analysis prior to the filing thereof in order to make corrections, updates and changes which corrections and changes will be furnished by Amer to ANTA as soon as practicable; and *provided, further*, that ANTA's and Amer's representatives shall actively consult with each other regarding any changes (whether or not substantive) which Amer may consider making to its financial statements and/or management discussion and analysis and related disclosures prior to any anticipated filing with the SEC, to the extent that any changes that would have an effect upon ANTA's financial statements and/or related disclosures.

- (c) Without limiting Amer's obligations pursuant to this Section 4.01, Amer will deliver to ANTA, from time to time and not later than the date specified by ANTA, any financial and operational information and data with respect to Amer and its business, properties, financial position, results of operations and prospects (in addition to the Amer Financial Statements) as is reasonably requested by ANTA.
- (d) Amer will file its annual reports on Form 20-F and any interim financials on Form 6-K in accordance with the timing requirements of the SEC and in all events prior to the time at which ANTA files its annual results and/or any interim results (as notified by ANTA to Amer) containing Amer's financial and other information and data with respect to its business, properties, financial position, results of operations and prospects.

Section 4.02. *Additional Information Rights.* During the Applicable Period and without limiting any of the rights and obligations of the parties pursuant to Section 4.01, Amer shall provide ANTA with access to the following information:

- (a) as soon as practicable upon ANTA's written requests, (i) substantially final drafts, as soon as they are prepared, of (x) all reports, notices and proxy and information statements to be sent or made available to its security holders, (y) all periodic and other reports to be filed or furnished under Sections 13 and 15 of the Exchange Act (including reports on Forms 20-F and 6-K), and (z) all registration statements and prospectuses to be filed by Amer with the SEC or any securities exchange (collectively, the documents identified in clauses (x), (y) and (z) are referred to in this Agreement as "**Amer Public Documents**"); and (ii) as soon as practicable, current drafts of all such Amer Public Documents and, with respect to Form 6-Ks, as soon as practicable; *provided, however*, that Amer may continue to revise such Amer Public Documents prior to the filing thereof in order to make corrections, updates and changes which corrections, updates and changes will be furnished by Amer to ANTA as soon as practicable; *provided, further*, that ANTA's and Amer's representatives will actively consult with each other regarding any changes which Amer may consider making to any of its Amer Public Documents and related disclosures prior to any anticipated filing with the SEC, with particular focus on any changes which would have an effect upon the ANTA Financial Statements or related disclosures;
- (b) as soon as practicable upon ANTA's written requests, copies of all annual and interim budgets and financial projections (consistent in terms of format and detail mutually agreed upon by the parties) relating to Amer on a consolidated basis (including access to the management of Amer to discuss such budgets and projections); and
- (c) on a monthly basis, (i) Amer's consolidated monthly management accounts and other related financial information and data of Amer for such period in such format as ANTA shall reasonably request, and (ii) a discussion and analysis by management of Amer's

financial condition and results of operations for such period, including, without limitation, an explanation of any material period-to-period change.

Section 4.03. *Cooperation on ANTA Public Filings.* During the Applicable Period, Amer will cooperate (including causing the Amer Auditors to cooperate) with ANTA in the preparation of ANTA's annual reports, interim reports, circulars, announcements and notices and any other filings or correspondences made by ANTA with the HKEx, or otherwise made publicly available (collectively, the "**ANTA Public Filings**"). Amer agrees to provide to ANTA all information that ANTA reasonably requests in connection with any ANTA Public Filings or that, in the reasonable judgment of ANTA, is required to be disclosed therein under any law, rule or regulation. Amer will use best efforts to provide such information in a timely manner on the dates requested by ANTA (which may be earlier than the dates on which Amer otherwise would be required hereunder to have such information available) to enable ANTA to prepare, print and release all ANTA Public Filings on such dates as ANTA may reasonably determine but in no event later than as required by applicable law. Amer will use its best efforts to cause the Amer Auditors and other advisors retained by Amer to consent to any reference to them as experts in any ANTA Public Filings required under any law, rule or regulation. If and to the extent requested by ANTA, Amer will diligently and promptly review all drafts of such portions of ANTA Public Filings pertaining to Amer. Prior to the release or filing thereof, ANTA agrees and undertakes to provide Amer with a draft of any portion of any ANTA Public Filing containing information relating to Amer and will give Amer an opportunity to review such information and comment thereon. Unless required by law, rule or regulation, Amer will not publicly release any financial or other information which conflicts with the information with respect to Amer or its business that is included in any ANTA Public Filing that was previously provided to Amer, without ANTA's prior written consent.

Section 4.04. *Auditors and Audits.* During the Applicable Period (*provided that Amer's obligations pursuant to this Article 4 shall continue beyond the Applicable Period to the extent any amendments to, or restatements or modifications of, any ANTA Public Filings are necessary with respect to the Applicable Period*):

- (a) Subject to applicable laws and regulations, Amer shall not select an accounting firm other than a "Big 4" accounting firm or its affiliate accounting firms (unless so directed by ANTA in accordance with a change by ANTA in its accounting firm) to serve as its independent certified public accountants (the "**Amer Auditors**").
- (b) Amer shall (i) use its best efforts to enable Amer Auditors to complete their audit or review such that they will date their opinion on the applicable Amer Financial Statements or other financial statements of Amer on or before the same date that ANTA's independent certified public accountants (the "**ANTA Auditors**") date their opinion for audit or review on the corresponding ANTA Financial Statements, (ii) cause Amer Auditors to follow the instructions provided by ANTA Auditors for the purpose of audit or review on the ANTA Financial Statements, and (iii) enable ANTA to meet its timetable for the printing, filing and public dissemination of any ANTA Financial Statements, all in accordance with Section 4.01 hereof and as required by applicable Law.
- (c) Without limiting the generality of the foregoing, Amer will provide all required financial information to the Amer Auditors in a sufficient and reasonable time and in sufficient detail to permit the Amer Auditors to take all steps and perform all reviews necessary to provide sufficient assistance to the ANTA Auditors with respect to information to be included or contained in the ANTA Financial Statements, if applicable.

- (d) To the extent it is required by the applicable accounting standards and disclosure rules and regulations applicable to ANTA, Amer will authorize Amer Auditors to make available to the ANTA Auditors both the personnel who performed, or are performing, the annual audit and quarterly reviews of Amer and work papers related to the annual audit and quarterly reviews of Amer, in all cases within a reasonable time prior to Amer Auditors' opinion date, so that the ANTA Auditors are able to perform the procedures they consider necessary to take responsibility for the work of Amer Auditors as it relates to the ANTA Auditors' report on ANTA's statements, all within sufficient time to enable ANTA to meet its timetable for the printing, filing and public dissemination of the ANTA Financial Statements.
- (e) To the extent it is required by the applicable accounting standards and disclosure rules and regulations applicable to ANTA, upon the request of ANTA, Amer will provide the ANTA Auditors with access to the books and records of Amer so that ANTA may conduct reasonable audits relating to the financial statements provided by Amer under this Agreement as well as relating to the internal accounting controls and operations of Amer, including in the event ANTA determines in good faith that there may be some inaccuracy in any financial statements of Amer provided to ANTA pursuant to this Agreement or any deficiency in the internal accounting controls or operations of Amer that could materially impact the ANTA Financial Statements.
- (f) Amer shall not, without ANTA's prior written consent, make, or cause to be made, any modification or change to the accounting practices or principles of Amer as in effect upon completion of the IPO; *provided* that Amer shall make any changes in its accounting practices or principles that are requested by ANTA in order for Amer's accounting practices and principles to be consistent with those of ANTA.
- (g) Amer shall report in reasonable detail to ANTA of certain material events promptly after Amer becomes aware of such matter, including material audit deficiencies, illegal acts or reports of material violations of law.

Section 4.05. *Termination.* This Article IV, and the rights and obligations set forth hereunder, shall terminate on the date on which ANTA ceases consolidating the results of operations and financial position of Amer, or accounting for its interests in Amer as an equity investment using the equity method in its consolidated financial statements under the applicable financial reporting standards, as the case may be.

ARTICLE V TERM

Section 5.01. *Termination.* Except as otherwise agreed in this Agreement, this Agreement shall be effective upon the completion of the IPO and shall continue in full force and effect until the date on which the parties hereto mutually agree in writing to terminate this Agreement. Notwithstanding the foregoing sentence, any breach of any of the terms of this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentence, and shall continue to be in full force and effect to the extent thereof for the applicable statute of limitations.

ARTICLE VI GOVERNING LAW AND DISPUTE RESOLUTION

Section 6.01. *Governing Law.* The execution, interpretation, construction, performance and enforcement of this Agreement and the resolution of dispute(s) arising out of this Agreement shall be

governed by and construed in accordance with the laws of the State of New York, the United States, without regard to principles of conflict of laws thereunder.

Section 6.02. *Dispute Resolution.* Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (“**Dispute**”) which arises between the parties shall first be negotiated between appropriate senior executives of each party who shall have the authority to resolve the matter. Such executives shall meet to attempt in good faith to negotiate a resolution of the Dispute prior to pursuing other available remedies, within ten (10) calendar days of receipt by a party of written notice of a Dispute, which date of receipt shall be referred to herein as the “**Dispute Resolution Commencement Date**.” Discussions and correspondence relating to trying to resolve such Dispute shall be conducted on a without prejudice basis, treated as confidential information, shall be exempt from discovery or production, and shall not be admissible in any subsequent proceeding between the parties.

- (a) If the senior executives are unable to resolve the Dispute within thirty (30) calendar days from the Dispute Resolution Commencement Date, the parties shall submit the Dispute to the boards of directors of ANTA and Amer. Representatives of each board of directors shall meet as soon as practicable to attempt in good faith to negotiate a resolution of the Dispute.
- (b) If the representatives of the two boards of directors are unable to resolve the Dispute within sixty (60) calendar days from the Dispute Resolution Commencement Date, such Dispute shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time when the notice of arbitration is submitted. The law of this Section 6.02(b) shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The arbitration shall be conducted by three (3) arbitrators including one (1) arbitrator appointed by each party to the Dispute and the remaining arbitrator appointed jointly by the other two (2) arbitrators. The arbitration proceedings shall be conducted in English. The arbitral award shall be final and binding on the parties to the Dispute. The arbitration fees (including reasonable attorney’s fees) shall be borne by the losing party.
- (c) Unless otherwise agreed in writing, the parties will continue to honor all other commitments under this Agreement during the course of dispute resolution with respect to all matters not subject to such Dispute, controversy or claim.

ARTICLE VII CONFIDENTIALITY

Section 7.01. *Confidentiality.*

- (a) Subject to subsection (b) to this Section 7.01, each of ANTA and Amer (each, a “**Receiving Party**”), on behalf of itself and its affiliates, agree (x) to hold, and to cause its respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives to hold in strict confidence, with at least the same degree of care that applies to its own confidential and proprietary information, all information furnished pursuant to this Agreement (the “**Information**”) by any party hereto or its respective affiliates (such party, the “**Disclosing Party**”) to any Receiving Party or that is otherwise accessible to, in the possession of, or furnished to the Receiving Party’s respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives at any time pursuant to this Agreement or otherwise

and (y) not to use any such Information for any purpose other than in accordance with this Agreement, including for the purpose of trading or dealing in any securities of Amer or ANTA, except, in each case, to the extent that such Information (A) is or becomes part of the public domain through no breach of this Agreement by the Receiving Party or its respective affiliates, directors, officers, employees, agents, accountants, counsel and other advisors and representatives, (B) was independently developed following the IPO by employees or agents of the Receiving Party or its respective affiliates, directors, officers, employees, agents, accountants, counsel and other advisors and representatives who have not accessed or otherwise received the applicable information (*provided* that such independent development can be demonstrated by competent, contemporaneous written records of the Receiving Party or its affiliates), or (C) becomes available to the Receiving Party or its affiliates following the IPO on a non-confidential basis from a third party who is not bound directly or indirectly by a duty of confidentiality to the Disclosing Party.

- (b) Both parties agree that in its receipt and examination of the Information, it may have access to material non-public information concerning the Disclosing Party. The Receiving Party hereby acknowledges that it is fully aware and will comply with the applicable requirements in the United States, Hong Kong and other applicable jurisdictions that prohibit any person who has received from an issuer material non-public information relating to an issuer of securities from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
- (c) In the event that the Receiving Party or any of its affiliates either determines on the advice of its counsel that it is required to disclose any Information pursuant to applicable law (including the rules and regulations of the SEC, any national securities exchange in the United States, and the HKEx) or receives any request or demand from any governmental authority to disclose or provide any Information, such party shall notify the other party prior to disclosing or providing such Information and shall cooperate at the expense of such other party in seeking any reasonable protective arrangements (including by seeking confidential treatment of such Information) requested by such other party. Subject to the foregoing, the person that received such a request or determined that it is required to disclose information may thereafter disclose or provide information to the extent required by such law (as so advised by counsel) or requested or required by such governmental authority; *provided, however*, that such person provides the other party, to the extent legally permissible, upon request with a copy of the Information so disclosed. For the avoidance of doubt, the parties acknowledge and consent that this Agreement shall be filed with the SEC as an exhibit to Amer's registration statement on Form F-1 in connection with its IPO and its future annual reports on Form 20-F and a description of the key terms of this Agreement will be included in such registration statement and annual reports of Amer.
- (d) Upon the written request of a party, the other party shall promptly destroy any copies of such Information (including any extracts therefrom) specifically identified by the requesting party to be destroyed. Upon the written request of such requesting party, the other party shall cause one of its duly authorized officers to certify in writing to such requesting party that the requirements of the preceding sentence have been satisfied in full.
- (e) To the extent that any Information includes materials or other information that may be subject to attorney-client privilege, work product doctrine or any other applicable

privilege or doctrine, the parties acknowledge that they have a commonality of interest with respect to such matters, and agree that it is the parties' mutual desire, intention and understanding that the sharing of such Information is not intended to, and shall not, affect the confidentiality of any of such Information or waive or diminish the continued protection of any of such Information under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine. Accordingly, all Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine shall remain entitled to protection thereunder and shall be entitled to protection under the joint defense doctrine, and the parties agree to take all commercially reasonable measures to preserve, to the fullest extent possible, the applicability of all such privileges and doctrines.

- (f) Notwithstanding the foregoing, no provision of this Agreement, including this Section 7.01, shall be interpreted or construed to in any manner limit or restrict the ability of ANTA to disclose any Information concerning Amer or its business, including Information in ANTA's possession or which ANTA is entitled to receive or have access to pursuant to the terms of this Agreement, to any third party in connection with (i) any potential transaction between ANTA and such third party with respect to ANTA's equity ownership of Amer (whether structured as a merger, sale or transfer of equity securities, sale of assets or otherwise) or (ii) a potential transaction with respect to ANTA and such third party (whether structured as a merger, sale or transfer of equity securities, sale of assets or otherwise) (any such transaction described in (i) or (ii), an "**ANTA Transaction**"), or to use such Information described herein in connection with any ANTA Transaction, in each case subject to a customary confidentiality agreement between ANTA or Amer and such third party in respect of such ANTA Transaction.

ARTICLE VIII NOTICE

Section 8.01. *Notice.* All notices requests and other communications required to be given by either party to the other party (the "**Notice**") under this Agreement shall be in writing and delivered to the address specified below of relevant party by personal delivery, courier service, prepaid registered mail, facsimile transmission or e-mail:

To ANTA:

Attention: Waiyu Suen

Address: 16/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong SAR

E-mail: wysuen@anta.com

Attention: Kin Chung Tse

Address: 16/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong SAR

E-mail: kctse@anta.com

To Amer:

Attention: Andrew Page

Address: Konepajankuja 6, P.O. Box 1000, FI-00511, Helsinki, Finland

E-mail: andrew.page@amersports.com

Attention: Jutta Karlsson
Address: Konepajankuja 6, P.O. Box 1000, FI-00511, Helsinki, Finland
E-mail: jutta.karlsson@amersports.com

Section 8.02. *Change of Address and Delivery of Notice.* Either party may change its address for communication by giving a Notice to the other party in accordance with this clause. Any Notice given under this Agreement shall be deemed delivered (i) on the date of actual delivery if by person; (ii) at the end of the fourth (4th) calendar day after deposit with post office or a courier if by prepaid registered mail or courier service; (iii) on the date of transmission if by facsimile, provided that a report confirming completion of transmission, fax number of the recipient, number of pages and time of transmission must be received by the delivering Party; (iv) once the e-mail is delivered to the recipient's server if delivered by e-mail.

ARTICLE IX ADDITIONAL TERMS

Section 9.01. *Related Party and/or Connected Transactions.* When dealing with the other party which constitutes a related party or connected person to each party, as the case may be, under the applicable rules and regulations of the SEC and the HKEx, each party agrees to comply with its internal policies and procedures governing related party transactions and/or connected transactions, as well as the applicable rules and regulations of the SEC, any applicable national exchange in the United States, and the HKEx. In the event of any conflict that arises from each party's obligations to comply with such requirements, the parties shall discuss to resolve such conflict in good faith.

Section 9.02. *Costs and Expenses.* Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement. Each party shall be responsible for all taxes payable by it under applicable laws incurred from the execution, performance and consummation of transactions as contemplated hereby.

Section 9.03. *Amendments.* This Agreement may not be amended except by an instrument in writing executed by a duly authorized representative of each party.

Section 9.04. *Injunctions.* The parties hereto agree that irreparable damage would occur if any provisions of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 9.05. *Severability.* If any term of this Agreement is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 9.06. *Third-Party Benefits.* This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and permitted assignees, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.07. *Assignment.* No party may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, and any such assignment shall be void; *provided*, however, that each party may assign this Agreement to an affiliate.

Section 9.08. *Headings.* The headings contained in this Agreement and in the table of contents to this Agreement are for reference purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms in this Agreement.

Section 9.09. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means will be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.10. *Entire Agreement.* Unless expressly provided otherwise with respect to the rights and obligations of the parties under Article III, this Agreement, upon effectiveness, constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, in oral or writing, between the parties with respect to the subject matter hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ANTA SPORTS PRODUCTS LIMITED

By: /s/ Ding Shizhong

Name: Ding Shizhong

Title: Director

AMER SPORTS, INC.

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Chief Financial Officer

[Signature Page to Business Cooperation Agreement]

Certain confidential information contained in this document, marked by [***], has been omitted pursuant to Regulation S-K, Item 601(b) because the registrant has determined that the omitted information (i) is not material and (ii) is the type that the registrant treats as private or confidential.

This **BOARD NOMINATION AGREEMENT**, dated as of February 5, 2024 (this “**Agreement**”), is made by and between Amer Sports, Inc., a Cayman Islands exempted company (the “**Company**”) and Anamerad Investments Inc., company that exists under the laws of the British Virgin Islands (“**Shareholder**”).

WHEREAS, the Company is contemplating an initial public offering (an “**IPO**”); and

WHEREAS, the Shareholder, together with its affiliates, expects to remain a significant shareholder of the Company following the Closing; and

WHEREAS, in connection with the closing of the IPO (the “**Closing**”), the Company and Shareholder have agreed that, following the Closing, the Shareholder shall have certain nomination rights for directors on the Board, subject to the occurrence and effectiveness of the Closing and the terms and conditions hereof; and

NOW, THEREFORE, in consideration of the foregoing, the Company and the Shareholder hereby agree as follows:

1. *Board Nomination Right.* Following the Closing and prior to the termination of this Agreement, at any meeting of the shareholders of the Company at which members of the Board are to be elected or re-elected, or whenever any vacancy on the Board is to be filled by the action of the Board, for so long as the Shareholder and its affiliates collectively hold at least 10% of the issued and outstanding shares of the Company, the Shareholder shall have the right to nominate for election or re-election by the shareholders or the right to appoint to the Board to fill in any vacancy at that time, as the case may be and subject to the reasonable acceptance by the nomination and corporate governance committee, a total of one (1) individual, to serve as director of the Company.

At the time the Shareholder and its affiliates collectively hold less than 10% of the issued and outstanding shares of the Company, the Shareholder shall no longer have the right to nominate for election or re-election by the shareholders any candidates to serve as director of the Company.

2. *Cooperation by Company.* For so long as the Shareholder has the right to nominate a director under Section 4, the Company shall:

(a) nominate for election and include in any management information circular or other documents relating to the election of directors (or submit to the shareholders of the Company by written consent, if applicable) each individual nominated by the Shareholder;

(b) solicit votes from the shareholders of the Company in favor of the election of such nominees in a manner no less favorable than the manner in which the Company solicits votes in favor of the election of other nominees at any such meeting; and

(c) take all steps which may be necessary or appropriate to recognize, enforce and comply with the rights of the Shareholder under Section 1.

3. *Governing Law; Venue for Disputes.* This Agreement shall be governed in all respects by the laws of the State of Delaware (without giving effect to principles of conflicts of laws which would lead to the application of the laws of another jurisdiction). Each of the parties hereto consents to the non-exclusive jurisdiction of the federal courts whose districts encompass any part of the District of Delaware or the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks jurisdiction, then in the applicable Delaware state court), with any dispute arising under this Agreement and hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdictions.

4. *Notices.* All notices and communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, except, in each case, if an undelivered message is received by the sender; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid) by delivery in person, by email or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance this Section 4).

If to the Company, to:

Amer Sports, Inc.
Konepajankuja 6
00511 Helsinki
Finland
Attention: Jutta Karlsson, General Counsel

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Michael Kaplan, Roshni Banker Cariello

If to Shareholder, to:

Anamered Investments Inc.
600-21 Water Street
Vancouver, BC V6B 1A1
Attention: Jason Gaede ([***)]

with a copy to:

Jon McCullough ([***)]

and

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94394
Attention: William Brentani ([***]), Heidi Mayon ([***])

5. *Entire Agreement.* This Agreement constitutes the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Shareholder's rights under this Agreement are personal and cannot be transferred or assigned except with the prior written consent of the Company. Any such assignment in violation hereof shall be deemed null and void.

6. *Term.* The provisions of Section 1 hereof shall terminate and be of no further force or effect pursuant to Section 1 hereof. Notwithstanding the provisions of this Section 6, the provisions of Sections 3, 4, 5, 7 and this Section 6 shall survive any termination or expiration of this Agreement.

7. *Counterparts.* This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned have hereby executed this Agreement as of the date first above written.

AMER SPORTS, INC.

By: /s/ Andrew E. Page
Name: Andrew E. Page
Title: Chief Financial Officer

SHAREHOLDER

Anamerred Investments Inc.

By: /s/ Dennis J. Wilson
Name: Dennis J. Wilson
Title: Director

[Signature Page to Board Nomination Agreement]

Certain confidential information contained in this document, marked by [***], has been omitted pursuant to Regulation S-K, Item 601(b) because the registrant has determined that the omitted information (i) is not material and (ii) is the type that the registrant treats as private or confidential.

REGISTRATION RIGHTS AGREEMENT

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REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT, dated as of February 5, 2024 (this “**Agreement**”), is by and among Amer Sports, Inc., an exempted company established under the laws of the Cayman Islands (the “**Company**”), ANLLIAN Sports Products Limited, Baseball Investment Limited, Anamered Investments Inc. and Mount Jiuhua Investment Ltd. (each, a “**Holder**” and collectively, the “**Holders**”).

WITNESSETH:

WHEREAS, the Company is currently contemplating an underwritten initial public offering (“**IPO**”) of its Ordinary Shares (as defined below); and

WHEREAS, the Company desires to grant registration rights to the Holders on the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. *Defined Terms.* As used in this Agreement, the following terms shall have the following meanings:

“**Action**” means any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any federal, state, local, foreign or international arbitration or mediation tribunal.

“**Affiliate**” in respect of a Person, means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and (i) in the case of a natural person, shall include, without limitation, such person’s spouse, parents, children, siblings, mother-in-law and father-in-law and brothers and sisters-in-law, whether by blood, marriage or adoption or anyone residing in such person’s home, a trust for the benefit of any of the foregoing, a company, partnership or any natural person or entity wholly or jointly owned by any of the foregoing, and (ii) in the case of an entity, shall include a partnership, a corporation or any natural person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. As used herein, “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise. For the avoidance of doubt, for the purpose of this Agreement, ANLLIAN Holdco (BVI) Limited, a company incorporated under the laws of the British Virgin Islands, is an Affiliate of ANLLIAN Sports Products Limited by virtue of the fact that they are under the common control of ANTA Sports Products Limited, a company incorporated under the laws of the Cayman Islands.

“**Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Business Day**” means any day other than a Saturday, Sunday or a day on which banking institutions are authorized or obligated by law to be closed in New York, New York or Hong Kong SAR.

“**Company Notice**” has the meaning set forth in Section 2.01(a).

“**Demand Registration**” has the meaning set forth in Section 2.01(a).

“**Eligible Holders**” has the meaning set forth in Section 2.01(a).

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder.

“**FINRA**” means the Financial Industry Regulatory Authority.

“**Governmental Authority**” means any nation or government, any state, municipality or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal or other instrumentality, whether federal, state, local, domestic, foreign or multinational, exercising executive, legislative, judicial, regulatory, administrative or other similar functions of, or pertaining to, government and any executive official thereof.

“**Holder**” has the meaning set forth in the preamble to this Agreement and shall include their successors, by merger, acquisition, reorganization or otherwise, any other person who joins this Agreement pursuant to Section 3.03, and any of their Affiliates, so long as such Person holds any Registrable Securities, and any Person owning Registrable Securities who is a permitted transferee of rights under Section 3.03.

“**Initiating Holder**” has the meaning set forth in Section 2.01(a).

“**IPO**” has the meaning set forth in the recitals to this Agreement.

“**Loss**” or “**Losses**” has the meaning set forth in Section 2.08(a).

“**Ordinary Shares**” means the ordinary shares, par value EUR 0.10 per share, of the Company and any shares into which such ordinary shares may be converted.

“**Person**” means an individual, a general or limited partnership, a corporation, a trust, a joint venture, an unincorporated organization, a limited liability entity, any other entity and any Governmental Authority,

“**Piggyback Registration**” has the meaning set forth in Section 2.02(a).

“**Prospectus**” means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including post-effective amendments, and all other material incorporated by reference in such prospectus.

“**Registrable Securities**” means any Shares and any securities issued or issuable directly or indirectly with respect to, in exchange for, upon the conversion of or in replacement of the Shares, whether by way of a dividend or distribution or stock split or in connection with a combination of shares, recapitalization, merger, consolidation, exchange or other reorganization; *provided* that any such Shares shall cease to be Registrable Securities if (i) they have been registered and sold pursuant to an effective Registration Statement, (ii) they have been transferred by a Holder in a transaction in which the Holder’s rights under this Agreement are not, or cannot be, assigned, (iii) they may be sold pursuant to Rule 144 under the Securities Act without limitation thereunder on volume or manner of sale and the Holder of such securities does not beneficially own more than 5% of outstanding Ordinary Shares, or (iv) they have ceased to be outstanding.

“**Registration**” means a registration with the SEC of the offer and sale to the public of Ordinary Shares under a Registration Statement. The terms “**Register**,” “**Registered**” and “**Registering**” shall have a correlative meaning.

“**Registration Expenses**” shall mean all reasonable expenses incident to a Registration and any related offer and sale pursuant to the terms of this Agreement, including all (i) registration, qualification and filing fees; (ii) expenses incurred in connection with the preparation, printing and filing under the Securities Act of the Registration Statement, any Prospectus and any issuer free writing prospectus and the distribution thereof; (iii) the fees and expenses of the Company’s counsel, independent accountants and any experts,

any other accounting fees, charges and expenses incurred by the Company (including any expenses arising from any comfort letters or any special audits incident to or required by any registration or qualification), and fees and expenses of one counsel to all Holders, as well one additional counsel in each jurisdiction where a Holder is organized; (iv) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Shares under the state or foreign securities or blue sky laws and the preparation, printing and distribution of a blue sky or legal investment memorandum (including the related fees and expenses of counsel); (v) the costs and charges of any transfer agent and any registrar; (vi) all expenses and application fees incurred in connection with any filing with, and clearance of an offering by, FINRA; (vii) expenses incurred in connection with any “road show” presentation to potential investors; (viii) printing expenses, messenger, telephone and delivery expenses; (ix) internal expenses of the Company (including all salaries and expenses of employees of the Company performing legal or accounting duties); and (x) fees and expenses of listing any Registrable Securities on any securities exchange on which Ordinary Shares are then listed; but excluding any Selling Expenses.

“**Registration Period**” has the meaning set forth in Section 2.01(c).

“**Registration Rights**” shall mean the rights of the Holders to cause the Company to Register Registrable Securities pursuant to this Agreement.

“**Registration Statement**” means any registration statement of the Company filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the U.S. Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder.

“**Selling Expenses**” means all underwriting discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities hereunder.

“**Shares**” means all Ordinary Shares that are beneficially owned by the Holders or any of their Affiliates or any permitted transferee of rights under Section 3.03 from time to time, whether or not held immediately following the IPO.

“**Shelf Registration**” means a Registration Statement of the Company for an offering to be made on a delayed or continuous basis of Ordinary Shares pursuant to Rule 415 under the Securities Act (or similar provisions then in effect).

“**Subsidiary**” means, when used with respect to any Person, (a) a corporation in which such Person or one or more Subsidiaries of such Person, directly or indirectly, owns capital stock having a majority of the total voting power in the election of directors of all outstanding shares of all classes and series of capital stock of such corporation entitled generally to vote in such election; and (b) any other Person (other than a corporation) in which such Person or one or more Subsidiaries of such Person, directly or indirectly, has (i) a majority ownership interest or (ii) the power to elect or direct the election of a majority of the members of the governing body of such first-named Person.

“**Underwritten Offering**” means a Registration in which securities of the Company are sold to an underwriter or underwriters on a firm commitment basis for reoffering to the public.

Section 1.02. *General Interpretive Principles.* Whenever used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words

“without limitation.” Unless otherwise specified, the terms **“hereof,” “herein,” “hereunder”** and similar terms refer to this Agreement as a whole (including the exhibits hereto), and references herein to Articles and Sections refer to Articles and Sections of this Agreement. Except as otherwise indicated, all periods of time referred to herein shall include all Saturdays, Sundays and holidays; *provided, however*, that if the date to perform the act or give any notice with respect to this Agreement shall fall on a day other than a Business Day, such act or notice may be performed or given timely if performed or given on the next succeeding Business Day. References to a Person are also to its permitted successors and assigns. The parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2 REGISTRATION RIGHTS

Section 2.01. *Demand Registration.*

(a) *Request.* Each Holder shall have the right to request that the Company file a Registration Statement with the SEC on the appropriate registration form for all or part of the Registrable Securities held by such Holder once such Holder is no longer subject to the lock-up applicable to it entered into in connection with the IPO (which may be due to the expiration or waiver of such lock-up with respect to such Registrable Securities) by delivering a written request to the Company specifying the kind and number of shares of Registrable Securities such Holder wishes to Register and the intended method of distribution thereof (a **“Demand Registration”** and the Holder submitting such Demand Registration, the **“Initiating Holder”**). The Company shall (i) within 10 days of the receipt of such request, give written notice of such Demand Registration (the **“Company Notice”**) to all Holders other than the relevant Initiating Holder (the **“Eligible Holders”**), (ii) use its reasonable best efforts to file a Registration Statement in respect of such Demand Registration within 45 days of receipt of the request, and (iii) use its reasonable best efforts to cause such Registration Statement to become effective as soon as reasonably practicable thereafter. The Company shall include in such Registration all Registrable Securities that the Eligible Holders request to be included within the 10 Business Days following their receipt of the Company Notice.

(b) *Limitations of Demand Registrations.* There shall be no limitation on the number of Demand Registrations pursuant to Section 2.01(a); *provided, however*, that the Holders shall not require the Company to take any action to effect any Demand Registration (i) within three months after a Demand Registration pursuant to this Section 2.01 that has been declared or ordered effective, (ii) during the period starting with the date of filing of, and ending on a date 90 days after the effective date of a Company-initiated registration (other than a registration solely to the sale of securities to employees of the Company pursuant to a stock option, stock purchase or similar plan or to a Rule 145 transaction), provided that the Company is actively employing in good faith any reasonable efforts to cause such registration statement to become effective. In the event that any Person shall have received rights to Demand Registrations pursuant to Section 3.03, and such Person shall have made a Demand Registration request, such request shall be treated as having been made by the Holder who transferred such rights to such Person. The Registrable Securities requested to be Registered pursuant to Section 2.01(a) (including, for the avoidance of doubt, the Registrable Securities of Eligible Holders requested to be registered) must represent (i) an aggregate offering price of Registrable Securities (before deduction of underwriters’ discounts and commissions) that is reasonably expected to equal at least \$50,000,000 or (ii) all of the remaining Registrable Securities owned by the Initiating Holder and its Affiliates.

(c) *Effective Registration.* The Company shall be deemed to have effected a Registration for purposes of Section 2.01(b) if the Registration Statement is declared effective by the SEC or becomes effective upon filing with the SEC, and remains effective until the earlier of (i) the date when all Registrable Securities thereunder have been sold and (ii) 180 days from the effective date of the Registration Statement (the **“Registration Period”**). No Registration shall be deemed to have been effective if the conditions to closing specified in the underwriting agreement, if any, entered into in connection with such Registration are not

satisfied by reason of the Company or the number of Registrable Securities included in any such Registration Statement is reduced in accordance with Section 2.01(e) such that less than 25% of the aggregate number of Registrable Securities requested to be Registered pursuant to Section 2.01(a) are included. If, during the Registration Period, such Registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other Governmental Authority, the Registration Period shall be extended on a day-for-day basis for any period the Holder is unable to complete an offering as a result of such stop order, injunction or other order or requirement of the SEC or other Governmental Authority.

(d) *Underwritten Offering.* If the Initiating Holder so indicates at the time of its request pursuant to Section 2.01(a), such offering of Registrable Securities shall be in the form of an Underwritten Offering and the Company shall include such information in the Company Notice. In the event that the Initiating Holder intends to distribute the Registrable Securities by means of an Underwritten Offering, no Holder may include Registrable Securities in such Registration unless such Holder, subject to the limitations set forth in Section 2.06, (i) agrees to sell its Registrable Securities on the basis provided in the applicable underwriting arrangements; (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements in customary form; and (iii) cooperates with the Company's reasonable requests in connection with such Registration (it being understood that the Company's failure to perform its obligations hereunder, which failure is caused by such Holder's failure to cooperate, will not constitute a breach by the Company of this Agreement).

(e) *Priority of Securities in an Underwritten Offering.* If the managing underwriter or underwriters of a proposed Underwritten Offering advises the Company in its good faith opinion that, pursuant to this Section 2.01, the number of securities requested to be included in such Underwritten Offering exceeds the number that can be sold in such Underwritten Offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the number of securities to be included in such Underwritten Offering shall be reduced in the following order of priority: *first*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of any selling securityholder other than the Initiating Holder and the Eligible Holders; *second*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of the Company; and *third*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of the Holders and their Affiliates that have been requested to be included therein, *pro rata* based on the number of Registrable Securities owned by each such Eligible Holder, in each case to the extent necessary to reduce the total number of securities to be included in such offering to the number determined by the Company after consultation with the managing underwriter or underwriters. In no event shall any Registrable Securities be excluded from such underwriting unless all other securities are first excluded.

(f) *Shelf Registration.* (i) At any time when the Company is eligible to use Form F-3, any Holder may request the Company to effect a Shelf Registration. The Company shall use its reasonable best efforts to file a Registration Statement in respect of such Shelf Registration within 45 days of receipt of the request, and use its reasonable best efforts to cause such Registration Statement to become effective as soon as reasonably practicable thereafter. The Company shall use its reasonable best efforts to cause such Registration Statement to remain effective under the Securities Act until the earlier of the date (i) all Registrable Securities covered by such Registration Statement have been sold or may be sold freely without limitations or restrictions as to volume or manner of sale pursuant to Rule 144 or (ii) all Registrable Securities covered by such Shelf Registration otherwise cease to be Registrable Securities. The Company shall promptly, and within two business days after the Company confirms effectiveness of the Registration Statement in respect of such Shelf Registration with the SEC, notify the requesting Holder(s) of the effectiveness of the Registration Statement in respect of such Shelf Registration. The Company shall only be required to effectuate one Underwritten Offering from such Shelf Registration (an "Underwritten Shelf Takedown") within any three-month period, and such Underwritten Shelf Takedown shall be deemed a Demand Registration. The provisions of Section 2.01(a)-(e) and (g)-(i) shall apply *mutatis mutandis* to such Underwritten Shelf Takedown, with references to "file a Registration Statement" or "become effective" being deemed references to filing of a prospectus or supplement for such Underwritten Shelf

Takedown and references to “Registration” being deemed references to the Underwritten Shelf Takedown; *provided* that Eligible Holders shall only include Holders whose Registrable Securities are included in such Shelf Registration or may be included therein without the need for an amendment to such Shelf Registration (other than an automatically effective amendment). So long as the Shelf Registration is effective, the Initiating Holder may not request any Demand Registration pursuant to Section 2.01(a) with respect to Registrable Shares that are Registered on such Shelf Registration.

(A) If the Company shall receive a request from the Initiating Holder that the Company effect a Shelf Registration, then the Company shall promptly give the Company Notice at least 15 Business Days prior to the anticipated filing date of the registration statement relating to such Shelf Registration to all Holders other than the Initiating Holder and thereupon shall use its reasonable best efforts to effect, as expeditiously as possible, the Registration of:

(B) all Registrable Securities for which the Initiating Holder have requested Registration under this section, and

(C) all other Registrable Securities of the same class as those requested to be Registered by the Initiating Holder that any Holders have requested the Company to Register by request received by the Company within 10 Business Days after such Holders receive the Company Notice,

all to the extent necessary to permit the Registration of the Registrable Securities so to be Registered on such Shelf Registration.

(ii) At any time prior to the effective date of such Shelf Registration, the Initiating Holder may revoke such request, without liability to any of the other Eligible Holders, by providing a notice to the Company revoking such request. For the avoidance of doubt, such request, if revoked pursuant to this paragraph, shall not constitute a Demand Registration; *provided* that such Initiating Holder pays the expenses incurred by the Company in preparation for such Shelf Registration.

(iii) The Company shall be liable for and pay all Registration Expenses in connection with any Shelf Registration.

(iv) For the avoidance of doubt, upon notice to the Initiating Holder, the Company may postpone effecting a Shelf Registration pursuant to Section 2.01(g).

(g) *Postponement.* Upon notice to, in the case of a Demand Registration, the Initiating Holder for such Demand Registration and any other Eligible Holders or, in the case of filing a Shelf Registration or Underwritten Shelf Takedown, the Initiating Holder or Holders requesting such Underwritten Shelf Takedown and any other Holders to which a Company Notice has been delivered with respect to such Underwritten Shelf Takedown, the Company may postpone effecting a Registration or Underwritten Shelf Takedown, as applicable, pursuant to this Section 2.01 on two occasions during any period of twelve consecutive months for a reasonable time specified in the notice but not exceeding 90 days (which period may not be extended or renewed), if (i) the Company reasonably believes that effecting the Registration or Underwritten Shelf Takedown, as applicable, would materially and adversely affect a proposal or plan by the Company to engage in (directly or indirectly through any of its Subsidiaries): (x) a material acquisition or divestiture of assets; (y) a merger, consolidation, tender offer, reorganization, primary offering of the Company’s securities or similar material transaction; or (z) a material financing or any other material business transaction with a third party or (ii) the Company is in possession of material non-public information the disclosure of which during the period specified in such notice the Company believes would not be in the best interests of the Company.

(h) *Right to Withdraw.* Unless otherwise agreed, each Holder shall have the right to withdraw such Holder’s request for inclusion of its Registrable Securities in any Underwritten Offering pursuant to this Section 2.01 at any time prior to the execution of an underwriting agreement with respect thereto by giving

written notice to the Company of such Holder's request to withdraw and, subject to the preceding clause, each Holder shall be permitted to withdraw all or part of such Holder's Registrable Securities from a Demand Registration at any time prior to the effective date thereof.

Section 2.02. *Piggyback Registrations.*

(a) *Participation.* If the Company proposes to file a Registration Statement under the Securities Act with respect to any offering of Ordinary Shares for its own account and/or for the account of any other Persons (other than a Registration (i) under Section 2.01 hereof, (ii) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement) or Form F-4 or similar form that relates to a transaction subject to Rule 145 under the Securities Act, (iii) in connection with any dividend reinvestment or similar plan or (iv) for the sole purpose of offering securities to another entity or its security holders in connection with the acquisition of assets or securities of such entity or any similar transaction), then, as soon as practicable (but in no event less than five (5) Business Days prior to the proposed date of filing such Registration Statement), the Company shall give written notice of such proposed filing to each Holder, and such notice shall offer such Holders the opportunity to Register under such Registration Statement such number of Registrable Securities as each such Holder may request in writing (a "**Piggyback Registration**"). Subject to Section 2.02(a) and Section 2.02(c), the Company shall include in such Registration Statement all such Registrable Securities that are requested to be included therein within four (4) Business Days after the receipt of any such notice; *provided, however*, that if, at any time after giving written notice of its intention to Register any securities pursuant to this Section 2.02(a) and prior to the effective date of the Registration Statement filed in connection with such Registration, the Company shall determine for any reason not to Register or to delay Registration of such securities, the Company may, at its election, give prompt written notice of such determination to each such Holder and, thereupon, (i) in the case of a determination not to Register, shall be relieved of its obligation to Register any Registrable Securities in connection with such Registration and shall have no liability to any Holder in connection with such termination, and (ii) in the case of a determination to delay Registration, shall be permitted to delay Registering any Registrable Securities for the same period as the delay in Registering such other Ordinary Shares, in each case without prejudice, however, to the rights of any Holder to request that such Registration be effected as a Demand Registration under Section 2.01. For the avoidance of doubt, no Registration effected under this Section 2.02 shall relieve the Company of its obligation to effect any Demand Registration under Section 2.01. If the offering pursuant to a Registration Statement pursuant to this Section 2.02 is to be an Underwritten Offering, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.02(a) shall, and the Company shall use reasonable best efforts to coordinate arrangements with the underwriters so that each such Holder may, participate in such Underwritten Offering. If the offering pursuant to such Registration Statement is to be on any other basis, then each Holder making a request for a Piggyback Registration pursuant to this Section 2.02(a) shall, and the Company shall use reasonable best efforts to coordinate arrangements so that each such Holder may, participate in such offering on such basis. If the Company files a Shelf Registration for its own account and/or for the account of any other Persons, the Company agrees that it shall use its reasonable best efforts to include in such Registration Statement such disclosures as may be required by Rule 430B under the Securities Act in order to ensure that the Holders may be added to such Shelf Registration at a later time through the filing of a Prospectus supplement rather than a post-effective amendment.

(b) *Right to Withdraw.* Unless otherwise agreed, each Holder shall have the right to withdraw such Holder's request for inclusion of its Registrable Securities in any Underwritten Offering pursuant to this Section 2.02 at any time prior to the execution of an underwriting agreement with respect thereto by giving written notice to the Company of such Holder's request to withdraw and, subject to the preceding clause, each Holder shall be permitted to withdraw all or part of such Holder's Registrable Securities from a Piggyback Registration at any time prior to the effective date thereof.

(c) *Priority of Piggyback Registration.* If the managing underwriter or underwriters of any proposed Underwritten Offering of a class of Registrable Securities included in a Piggyback Registration informs the Company and the Holders in writing that, in its or their opinion, the number of securities of such class which such Holder and any other Persons intend to include in such Underwritten Offering exceeds the

number which can be sold in such Underwritten Offering without being likely to have a significant adverse effect on the price, timing or distribution of the securities offered or the market for the securities offered, then the securities to be included in such Underwritten Offering shall be reduced in the following order of priority: *first*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of any selling securityholder other than the Holders (other than Holders who requested such Registration); and *second*, there shall be excluded from the Underwritten Offering any securities to be sold for the account of Holders and their Affiliates that have been requested to be included therein, *pro rata* based on the number of Registrable Securities owned by each such Holder, in each case to the extent necessary to reduce the total number of securities to be included in such offering to the number recommended by the managing underwriter or underwriters.

Section 2.03. *Selection of Underwriter(s)*. In any Underwritten Offering pursuant to Section 2.01, the Initiating Holder shall select the underwriter(s) (which underwriter(s) shall be reasonably acceptable to the Company).

Section 2.04. *Registration Procedures*.

(a) In connection with the Registration and/or sale of Registrable Securities pursuant to this Agreement, through an Underwritten Offering or otherwise, the Company shall use reasonable best efforts to effect or cause the Registration and the sale of such Registrable Securities as quickly as commercially practicable in accordance with the intended methods of disposition thereof and:

(i) prepare and file the required Registration Statement, including all exhibits and financial statements required under the Securities Act to be filed therewith, and before filing with the SEC a Registration Statement or Prospectus, or any amendments or supplements thereto, (A) furnish to the underwriters, if any, the Holders participating in such Registration and their respective counsel, copies of all documents prepared to be filed, which documents will be subject to the review of such underwriters, the Holders and their respective counsel, with an adequate and appropriate opportunity for review and comment, and (B) consider in good faith any comments of the underwriters and such Holders and their respective counsel on such documents;

(ii) prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective in accordance with the terms of this Agreement and to comply with the provisions of the Securities Act with respect to the disposition of all of the Shares Registered thereon;

(iii) in the case of a Shelf Registration, prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Shares subject thereto for a period ending on the 3rd anniversary after the effective date of such Registration Statement;

(iv) notify the participating Holders and the managing underwriter or underwriters, if any, and (if requested) confirm such advice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (A) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, or when the applicable Prospectus or any amendment or supplement to such Prospectus has been filed, (B) of any written comments by the SEC or any request by the SEC or any other Governmental Authority for amendments or supplements to such Registration Statement or such Prospectus or for additional information, (C) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any order preventing or suspending the use of any preliminary or final Prospectus or the initiation or threatening of any proceedings for such purposes, (D) if, at any time, the representations and warranties of the Company in any applicable underwriting agreement cease to be true and correct in any material respect, and (E) of the receipt by the Company of any notification with

respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(v) promptly notify each selling Holder and the managing underwriter or underwriters, if any, when the Company becomes aware of the occurrence of any event as a result of which the applicable Registration Statement or the Prospectus included in such Registration Statement (as then in effect) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus and any preliminary Prospectus, in light of the circumstances under which they were made) not misleading or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement or Prospectus in order to comply with the Securities Act and, in either case as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the selling Holder and the managing underwriter or underwriters, if any, an amendment or supplement to such Registration Statement or Prospectus which will correct such statement or omission or effect such compliance;

(vi) use its reasonable best efforts to prevent or obtain the withdrawal of any stop order or other order suspending the use of any preliminary or final Prospectus;

(vii) promptly incorporate in a Prospectus supplement or post-effective amendment such information as the managing underwriters, if any, and the selling Holders may reasonably request to be included therein in order to permit the intended method of distribution of the Registrable Securities; and make all required filings of such Prospectus supplement or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(viii) furnish to each selling Holder and each underwriter, if any, without charge, as many conformed copies as such Holder or underwriter may reasonably request of the applicable Registration Statement and any amendment or post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference);

(ix) deliver to each selling Holder and each underwriter, if any, without charge, as many copies of the applicable Prospectus (including each preliminary Prospectus) and any amendment or supplement thereto as such Holder or underwriter may reasonably request (it being understood that the Company consents to the use of such Prospectus or any amendment or supplement thereto by each selling Holder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus or any amendment or supplement thereto) and such other documents as such selling Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such Holder or underwriter;

(x) on or prior to the date on which the applicable Registration Statement is declared effective or becomes effective, use its reasonable best efforts to register or qualify, and cooperate with each selling Holder, the managing underwriter or underwriters, if any, and their respective counsel, in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or blue sky laws of each state and other jurisdiction of the United States as any selling Holder or managing underwriter or underwriters, if any, or their respective counsel reasonably request in writing and do any and all other acts or things reasonably necessary or advisable to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and so as to permit the continuance of sales and dealings in such jurisdictions of the United States for so long as may be necessary to complete the distribution of the Registrable Securities covered by the Registration Statement; *provided* that the Company will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject;

(xi) in connection with any sale of Registrable Securities that will result in such securities no longer being Registrable Securities, cooperate with each selling Holder and the managing underwriter

or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive Securities Act legends; and to register such Registrable Securities in such denominations and such names as such selling Holder or the underwriter(s), if any, may request at least two Business Days prior to such sale of Registrable Securities; *provided* that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System;

(xii) cooperate and assist in any filings required to be made with the FINRA and each securities exchange, if any, on which any of the Company's securities are then listed or quoted and on each inter-dealer quotation system on which any of the Company's securities are then quoted, and in the performance of any due diligence investigation by any underwriter (including any "qualified independent underwriter") that is required to be retained in accordance with the rules and regulations of each such exchange, and use its reasonable best efforts to cause the Registrable Securities covered by the applicable Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities;

(xiii) not later than the effective date of the applicable Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company; *provided* that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System;

(xiv) in the case of an Underwritten Offering, obtain for delivery to and addressed to the selling Holders and the underwriter or underwriters, an opinion from the Company's outside counsel in customary form and content for the type of Underwritten Offering, dated the date of the closing under the underwriting agreement and any customary certificates executed by authorized officers of the Company as may be requested by any Holder or any underwriter of such Registrable Securities;

(xv) in the case of an Underwritten Offering, obtain for delivery to and addressed to the underwriter or underwriters and, to the extent agreed by the Company's independent certified public accountants, each selling Holder, a comfort letter from the Company's independent certified public accountants (and the independent certified public accountants with respect to any acquired company financial statements) in customary form and content for the type of Underwritten Offering, including with comfort letters customarily delivered in connection with quarterly period financial statements if applicable, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement;

(xvi) use its reasonable best efforts to comply with all applicable rules and regulations of the SEC and make generally available to its security holders, as soon as reasonably practicable, but no later than 90 days after the end of the 12-month period beginning with the first day of the Company's first quarter commencing after the effective date of the applicable Registration Statement, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder and covering the period of at least 12 months, but not more than 18 months, beginning with the first month after the effective date of the Registration Statement;

(xvii) cause all such Registrable Securities pursuant to this Section 2 to be listed on a national exchange or trading system and on each securities exchange and trading system on which similar securities by the Company are then listed;

(xviii) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(xix) cause all Registrable Securities covered by the applicable Registration Statement to be listed on each securities exchange on which any of the Company's Ordinary Shares are then listed or

quoted and on each inter-dealer quotation system on which any of the Company's Ordinary Shares are then quoted, including the filing of any required supplemental listing application;

(xx) in the case of an Underwritten Offering, provide (A) each Holder participating in the Registration, (B) the underwriters (which term, for purposes of this Agreement, shall include a Person deemed to be an underwriter within the meaning of Section 2(11) of the Securities Act) of the Registrable Securities to be Registered, (C) the sale or placement agent therefor, if any, (D) counsel for such underwriters or agent, and (E) any attorney, accountant or other agent or representative retained by such Holder or any such underwriter, as selected by such Holder, the opportunity to participate in the preparation of such Registration Statement, each Prospectus included therein or filed with the SEC, and each amendment or supplement thereto, and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of such Holder(s) and their counsel should be included; and for a reasonable period prior to the filing of such Registration Statement, make available upon reasonable notice at reasonable times and for reasonable periods for inspection by the parties referred to in (A) through (E) above, all pertinent financial and other records, pertinent corporate documents and properties of the Company that are available to the Company, and cause the Company's officers, employees and the independent public accountants who have certified its financial statements to make themselves available at reasonable times and for reasonable periods, to discuss the business of the Company and to supply all information available to the Company reasonably requested by any such Person in connection with such Registration Statement as shall be necessary to enable them to exercise their due diligence responsibility, subject to the foregoing, *provided* that any such Person gaining access to information or personnel pursuant to this Section 2.04(a)(xx) shall agree to use reasonable efforts to protect the confidentiality of any information regarding the Company which the Company determines in good faith to be confidential, and of which determination such Person is notified, unless (x) the release of such information is required by law or regulation or is requested or required by deposition, interrogatory, requests for information or documents by a governmental entity, subpoena or similar process, (y) such information is or becomes publicly known without a breach of this Agreement, (F) such information is or becomes available to such Person on a non-confidential basis from a source other than the Company or (z) such information is independently developed by such Person;

(xxi) in the case of an Underwritten Offering, to cause the executive officers of the Company to participate in the customary "road show" presentations that may be reasonably requested by the managing underwriter or underwriters in any Underwritten Offering and otherwise to facilitate, cooperate with, and participate in each proposed offering contemplated herein and customary selling efforts related thereto; and

(xxii) take all other customary steps reasonably necessary to effect the Registration, offering and sale of the Registrable Securities.

(b) As a condition precedent to any Registration hereunder, the Company may require each Holder as to which any Registration is being effected to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Holder, its ownership of Registrable Securities and other matters as the Company may from time to time reasonably request in writing. Each such Holder agrees to furnish such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement.

(c) Each Holder agrees that, upon receipt of any written notice from the Company of the occurrence of any event of the kind described in Section 2.04(a)(v), such Holder will forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 2.04(a)(v), or until such Holder is advised in writing by the Company that the use of the Prospectus may be resumed, and if so directed by the Company, such Holder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event the Company shall give any such notice, the period during which the applicable Registration Statement for a Demand Registration is required to be

maintained effective shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement either receives the copies of the supplemented or amended Prospectus contemplated by Section 2.04(a)(v) or is advised in writing by the Company that the use of the Prospectus may be resumed.

Section 2.05. *Holdback Agreements.* Each of the Company and the Holders agrees, upon notice from the managing underwriter or underwriters in connection with any Registration for an Underwritten Offering of the Company's securities (other than pursuant to a registration statement on Form F-4 or any similar or successor form or pursuant to a registration solely relating to an offering and sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit plan arrangement), not to effect (other than pursuant to such Registration) any public sale or distribution of Registrable Securities, including, but not limited to, any sale pursuant to Rule 144, or make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any Registrable Securities, any other equity securities of the Company or any securities convertible into or exchangeable or exercisable for any equity securities of the Company without the prior written consent of the managing underwriters during such period as reasonably requested by the managing underwriters (but in no event longer than the seven days before and the 90 days after the pricing of such Underwritten Offering); and subject to reasonable and customary exceptions to be agreed with such managing underwriter or underwriters. Notwithstanding the foregoing, no holdback agreements of the type contemplated by this Section 2.05 shall be required of Holders unless each of the Company's directors and executive officers agrees to be bound by a substantially identical holdback agreement for at least the same period of time.

Section 2.06. *Underwriting Agreement in Underwritten Offerings.* If requested by the managing underwriters for any Underwritten Offering, the Company and the participating Holders shall enter into an underwriting agreement in customary form with such underwriters for such offering; *provided, however,* that no Holder shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding (i) such Holder's ownership of Registrable Securities to be transferred free and clear of all liens, claims and encumbrances created by such Holder, (ii) such Holder's power and authority to effect such transfer, (iii) such matters pertaining to such Holder's compliance with securities laws as reasonably may be requested and (iv) such Holder's intended method of distribution) or to undertake any indemnification obligations to the Company with respect thereto, except as otherwise provided in Section 2.08 hereof.

Section 2.07. *Registration Expenses Paid By Company.* In the case of any Registration of Registrable Securities required pursuant to this Agreement (including any Registration that is delayed or withdrawn) or proposed Underwritten Offering pursuant to this Agreement, the Company shall pay all Registration Expenses regardless of whether the Registration Statement becomes effective or the Underwritten Offering is completed. The Company shall have no obligation to pay any Selling Expenses for Registrable Securities offered by any Holders.

Section 2.08. Indemnification.

(a) *Indemnification by the Company.* The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each Holder and such Holder's officers, directors, employees, advisors, Affiliates and agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Holder from and against any and all losses, claims, damages, liabilities (or actions in respect thereof, whether or not such indemnified party is a party thereto) and expenses, joint or several (including reasonable and documented costs of investigation and legal expenses) (each, a "**Loss**" and collectively "**Losses**") arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was Registered under the Securities Act (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or any such statement made in any free writing prospectus (as defined in Rule 405 under the Securities Act) that the Company has filed or is required to file pursuant to Rule 433(d) of the Securities Act, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the

statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; *provided, however*, that the Company shall not be liable to any particular indemnified party in any such case to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any such Registration Statement in reliance upon and in conformity with written information furnished to the Company by such indemnified party expressly for use in the preparation thereof. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any indemnified party and shall survive the transfer of such securities by such Holder.

(b) *Indemnification by the Selling Holder.* Each selling Holder agrees (severally and not jointly) to indemnify and hold harmless, to the full extent permitted by law, the Company and the Company's directors, officers, employees, advisors, Affiliates and agents and each Person who controls the Company (within the meaning of the Securities Act and the Exchange Act) from and against any Losses arising out of or based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was Registered under the Securities Act (including any final or preliminary Prospectus contained therein or any amendment thereof or supplement thereto or any documents incorporated by reference therein), or any such statement made in any free writing prospectus that the Company has filed or is required to file pursuant to Rule 433(d) of the Securities Act, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading but only to the extent, in each of cases (i) or (ii), that such untrue statement or omission is contained in any information furnished in writing by such selling Holder to the Company expressly for inclusion in such Registration Statement, Prospectus, preliminary Prospectus or free writing prospectus. In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds (after deducting underwriters' discounts and commissions) received by such Holder under the sale of the Registrable Securities giving rise to such indemnification obligation. This indemnity shall be in addition to any liability the selling Holder may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any indemnified party.

(c) *Conduct of Indemnification Proceedings.* Any Person entitled to indemnification hereunder will (i) give prompt (but in any event within 30 days after such Person has actual knowledge of the facts constituting the basis for indemnification) written notice to the indemnifying party of any claim with respect to which it seeks indemnification (*provided* that any delay or failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder to the extent that it is materially prejudiced by reason of such delay or failure) and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; *provided, however*, that any Person entitled to indemnification hereunder shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (a) the indemnifying party has agreed in writing to pay such fees or expenses, (b) the indemnifying party shall have failed to assume the defense of such claim within a reasonable time after receipt of notice of such claim from the Person entitled to indemnification hereunder, (c) the named parties to any proceeding include both such indemnified and the indemnifying party and the indemnified party has reasonably concluded (based on written advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, or (d) in the reasonable judgment of any such Person, based upon written advice of its counsel, a conflict of interest may exist between such Person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person). If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent, but such consent may not be unreasonably withheld, conditioned or delayed. If the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action without the consent of the indemnified party, which consent may not be unreasonably withheld, conditioned or delayed. No indemnifying party shall consent to entry of any judgment or enter

into any settlement without the consent of the indemnified party which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release from all liability in respect to such claim or litigation. It is understood that the indemnifying party or parties shall not, in connection with any proceeding or related proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm (in addition to any appropriate local counsel) at any one time from all such indemnified party or parties unless (x) the employment of more than one counsel has been authorized in writing by the indemnifying party or parties, (y) an indemnified party has reasonably concluded (based on written advice of counsel) that there may be legal defenses available to it that are different from or in addition to those available to the other indemnified parties or (z) a conflict or potential conflict exists or in the reasonable judgment of such indemnified party may exist (based on advice of counsel to an indemnified party) between such indemnified party or parties and the other indemnified parties, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel.

(d) *Contribution.* If for any reason the indemnification provided for in Section 2.08(a) or Section 2.08(b) is unavailable to an indemnified party or insufficient to hold it harmless as contemplated by Section 2.08(a) or Section 2.08(b), then the indemnifying party shall, to the fullest extent permitted by law, in lieu of indemnifying such indemnified party thereunder, contribute to the amount paid or payable by the indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand in connection with the statements or omissions which resulted in such Loss as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. Notwithstanding anything in this Section 2.08(d) to the contrary, no indemnifying party (other than the Company) shall be required pursuant to this Section 2.08(d) to contribute any amount in excess of the amount by which the net proceeds (after deducting the underwriters' discounts and commissions) received by such indemnifying party from the sale of Registrable Securities in the offering to which the Losses of the indemnified parties relate (before deducting expenses, if any) exceeds the amount of any damages which such indemnifying party has otherwise been required to pay by reason of such untrue statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.08(d) were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 2.08(d). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The amount paid or payable by an indemnified party hereunder shall be deemed to include, for purposes of this Section 2.08(d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating, preparing to defend or defending against or appearing as a third party witness in respect of, or otherwise incurred in connection with, any such loss, claim, damage, expense, liability, action, investigation or proceeding. If indemnification is available under this Section 2.08, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Section 2.08(a) and Section 2.08(b) hereof without regard to the relative fault of said indemnifying parties or indemnified party.

Section 2.09. *Reporting Requirements; Rule 144.* Following the IPO, the Company shall use its reasonable best efforts to be and remain in compliance with the periodic filing requirements imposed under the SEC's rules and regulations, including the Exchange Act, and thereafter shall timely file such information, documents and reports as the SEC may require or prescribe under Section 13 or 15(d) (whichever is applicable) of the Exchange Act. If the Company is not required to file such reports during such period, it will, upon the request of any Holder, make publicly available such necessary information for so long as necessary to permit sales pursuant to Rule 144 or Regulation S under the Securities Act, and it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without Registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 or Regulation S under the Securities Act, as such Rules may be amended from time to time, or (b) any rule or regulation hereafter adopted by the SEC. From and after the date hereof through the date upon which no Holder owns any Registrable

Securities, the Company shall forthwith upon request furnish any Holder (i) a written statement by the Company as to whether it has complied with such requirements and, if not, the specifics thereof, (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents filed by the Company with the SEC as such Holder may reasonably request in availing itself of an exemption for the sale of Registrable Securities without registration under the Securities Act.

ARTICLE 3 MISCELLANEOUS

Section 3.01. *Term.* This Agreement may be terminated by written agreement among the parties, and shall terminate and cease to apply to such Holder at such time as it holds no Registrable Securities, except for the provisions of Section 2.07 and Section 2.08 and all of this Article 3, which shall survive any such termination.

Section 3.02. *Notices.* All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person or (b) deposited in the United States mail or private express mail, postage prepaid, addressed as follows:

If to a Holder, to its address as set forth below:

ANLLIAN Sports Products Limited
16/F, Manhattan Place
23 Wang Tai Road, Kowloon Bay
Kowloon, Hong Kong SAR
Attention: SUEN Wai Yu ([***]), TSE Kin Chung ([***])

Baseball Investment Limited
Offices of Walkers Corporate Limited
190 Elgin Avenue, George Town
Grand Cayman KY1-9008, Cayman Islands
Attention: Neil Gray ([***]), Lynden John ([***])

With a copy to (which shall not constitute notice):

c/o FountainVest Partners (Asia) Limited
Suite 2501, Two International Finance Centre
8 Finance Street, Central, Hong Kong
Tel: +852-3972-3900
Fax: +852-3107-2490
Attention: [***], [***]

Anamered Investments Inc.
600-21 Water Street
Vancouver, British Columbia V6B 1A1
Canada
Attention: Jason Gaede ([***])

With a copy to:

Jon McCullough ([***])

and

Simpson Thacher & Bartlett LLP
2475 Hanover Street

Palo Alto, CA 94394
Attention: William Brentani ([***]), Heidi Mayon ([***])

Mount Jiuhua Investment Ltd.
Tencent Binhai Towers
No. 33 Haitian 2nd Road
Nanshan District, Shenzhen
P. R. China 518064
Attention: Mergers and Acquisitions Department
Email: [***]

With a copy to:

c/o Tencent Holdings Limited
Level 29, Three Pacific Place
1 Queen's Road East
Wanchai, Hong Kong
Attention: Compliance and Transactions Department
Email: [***]

If to the Company to:

Amer Sports, Inc.
Konepajankuja 6
00511 Helsinki
Finland
Attention: Jutta Karlsson
Email: [***]

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Michael Kaplan, Roshni Banker Cariello

Any party may, by notice to the other party, change the address to which such notices are to be given.

Section 3.03. (a) *Successors, Assigns and Transferees*. This Agreement and all provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Company may assign this Agreement at any time in connection with a sale or acquisition of the Company, whether by merger, consolidation, sale of all or substantially all of the Company's assets, or similar transaction, without the consent of the Holders; *provided* that the successor or acquiring Person agrees in writing to assume all of the Company's rights and obligations under this Agreement. A Holder may assign its rights and obligations under this Agreement to any transferee that acquires from such Holder in a private placement a number of Ordinary Shares equal to at least 5% of the aggregate number of outstanding Ordinary Shares and executes a joinder agreement in the form attached hereto as Exhibit A. In addition, any Holder may assign its rights and obligations under this Agreement to any Affiliate of such Holder that directly holds Shares that executes a joinder in the form attached hereto as Exhibit A. Notwithstanding the foregoing if such transfer is subject to covenants, agreements or other undertakings restricting transferability thereof, the Registration Rights shall not be transferred in connection with such transfer unless such transferee complies with all such covenants, agreements and other undertakings. Except as set forth in this Section 3.03, the Holders may not assign their rights and obligations hereunder.

(b) *Joinder.* The Company shall be permitted to join shareholders of the Company as parties to this Agreement by having such shareholders execute a joinder agreement in the form attached hereto as Exhibit A.

Section 3.04. *Governing Law; No Jury Trial.*

(a) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof that would result in the application of any law other than the laws of the State of New York. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY COURT PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF AND PERMITTED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE.

(b) With respect to any Action relating to or arising out of this Agreement, each party to this Agreement irrevocably (i) consents and submits to the exclusive jurisdiction of the courts of the State of New York and any court of the United States located in the Borough of Manhattan in New York City; (ii) waives any objection which such party may have at any time to the laying of venue of any Action brought in any such court, waives any claim that such Action has been brought in an inconvenient forum and further waives the right to object, with respect to such Action, that such court does not have jurisdiction over such party; and (iii) consents to the service of process at the address set forth for notices in Section 3.02 herein; *provided, however*, that such manner of service of process shall not preclude the service of process in any other manner permitted under applicable law.

Section 3.05. *Specific Performance.* In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right to seek specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.

Section 3.06. *Headings.* The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 3.07. *Severability.* If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

Section 3.08. *Amendment; Waiver.*

(a) This Agreement may not be amended or modified and waivers and consents to departures from the provisions hereof may not be given, except by an instrument or instruments in writing making specific reference to this Agreement and signed by the Company and Holders of a majority of the Registrable Securities as of such time; *provided, however*, that any amendment, modification or waiver that results in a non-*pro rata* material adverse effect on the rights of a Holder under this Agreement will require the written consent of such Holder.

(b) Waiver by any party of any default by the other party of any provision of this Agreement shall not be deemed a waiver by the waiving party of any subsequent or other default, nor shall it prejudice the rights of the other party.

Section 3.09. *Further Assurances.* Each of the parties hereto shall execute and deliver all additional documents, agreements and instruments and shall do any and all acts and things reasonably requested by the other party hereto in connection with the performance of its obligations undertaken in this Agreement.

Section 3.10. *Counterparts and Electronic Signatures.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. This Agreement may be delivered via facsimile, electronic mail or other electronic format (including, but not limited to, “pdf,” “tif,” “jpg” or any other electronic imaged signature, including, without limitation, signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or “AdobeSign”) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the U.S. federal Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of the page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Amer Sports, Inc.

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Chief Financial Officer

ANLLIAN Sports Products Limited

By: /s/ Ding Shizhong

Name: Ding Shizhong

Title: Director

Baseball Investment Limited

By: /s/ Lynden John

Name: Lynden John

Title: Director

Anamered Investments Inc.

By: /s/ Dennis J. Wilson

Name: Dennis J. Wilson

Title: Director

Mount Jiuhua Investment Ltd.

By: /s/ Li Qingjie

Name: Li Qingjie

Title: Director

[Signature page to the Registration Rights Agreement]

Form of Joinder Agreement

[Date]

Reference is hereby made to the Registration Rights Agreement, dated [____], 2024 (the “**RRA**”), by and between Amer Sports, Inc., a corporation incorporated under the laws of the Cayman Islands (the “**Company**”), and the Holders named therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the RRA.

Pursuant to Section 3.03 of the RRA, each of the undersigned hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, it shall be deemed to be a party to the RRA as if it were an original signatory thereto and hereby expressly assumes, and agrees to perform and discharge, all of the obligations and liabilities of a party thereto as the case may be, under the RRA. All references in the RRA to the “Holders” shall hereafter include each of the undersigned and their respective successors, as applicable.

Each of the undersigned hereby agrees to promptly execute and deliver any and all further documents and take such further action as the Company, the Holders or any undersigned party may reasonably require to effect the purpose of this Joinder Agreement.

This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof that would result in the application of any law other than the laws of the State of New York. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY COURT PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF AND PERMITTED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE.

With respect to any Action relating to or arising out of this Joinder Agreement, each party to this Joinder Agreement irrevocably (i) consents and submits to the exclusive jurisdiction of the courts of the State of New York and any court of the United States located in the Borough of Manhattan in New York City; (ii) waives any objection which such party may have at any time to the laying of venue of any Action brought in any such court, waives any claim that such Action has been brought in an inconvenient forum and further waives the right to object, with respect to such Action, that such court does not have jurisdiction over such party; and (iii) consents to the service of process at the address set forth for notices in Section 3.02 in the RRA; provided, however, that such manner of service of process shall not preclude the service of process in any other manner permitted under applicable law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this **Joinder Agreement** as of the date herein above set forth.

Company:

Amer Sports, Inc.

By:

Title:

[Assignee]:

By:

Title:

Certain confidential information contained in this document, marked by [***], has been omitted pursuant to Regulation S-K, Item 601(b) because the registrant has determined that the omitted information (i) is not material and (ii) is the type that the registrant treats as private or confidential.

EXECUTION VERSION

MASTER BUSINESS SERVICES AGREEMENT

Between

ANTA SPORTS PRODUCTS LIMITED

And

AMER SPORTS, INC.

Dated as of February 5, 2024

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BUSINESS SERVICES AGREEMENT

This Master Business Services Agreement (this “**Agreement**”) is dated as of February 5, 2024, by and between ANTA SPORTS PRODUCTS LIMITED, an exempted company with limited liability in the Cayman Islands (“**ANTA**”), on behalf of itself and other members within ANTA Group (as defined below), and AMER SPORTS, INC., an exempted company with limited liability in the Cayman Islands (the “**Amer**”), on behalf of itself and other members within Amer Group (as defined below) (each of ANTA and Amer, a “**Party**” and, together, the “**Parties**”).

RECITALS

WHEREAS, Amer proposes to issue a certain amount of ordinary shares, par value EUR 0.10 per ordinary share (the “**Shares**”) in an initial public offering (the “**IPO**”) pursuant to a registration statement on Form F-1 filed with the U.S. Securities and Exchange Commission (the “**SEC**”) under the Securities Act of 1933, as amended and seeks a listing of the Shares on the New York Stock Exchange;

WHEREAS, ANTA, a publicly traded company on the Stock Exchange of Hong Kong Limited (the “**HKEx**”), is, as of the date hereof, and will remain as, upon completion of the IPO, an indirect shareholder of Amer; and

WHEREAS, the Parties desire to continue to cooperate closely with each other across various aspects of their respective businesses and operations by providing each other with certain goods and services and related support.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements, covenants and provisions contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Unless otherwise specified in this Agreement, in this Agreement, the following terms shall have the meanings prescribed thereto below.

“**Affiliate**” of any person means a person that Controls, is Controlled by, or is under common Control with such person; *provided that*, for purposes of this Agreement and for the avoidance of doubt, “Affiliate” of any member of the ANTA Group excludes members of the Amer Group, and “Affiliate” of any member of the Amer Group excludes members of the ANTA Group.

“**Agreement**” has the meaning set forth in the preamble of this Agreement.

“**Amer Group**” means Amer and its Subsidiaries.

“**ANTA Group**” means ANTA and its Subsidiaries, other than Amer Group.

“**Control**” means, as used with respect to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or other interests, by contract or otherwise; the terms “Controlled by” and “under common Control with” shall have correlative meanings.

“**Ending Date**” means the first date upon which transactions between a member of ANTA Group, on the one side, and a member of Amer Group, on the other side (i) no longer constitute related party transactions according to Item 7.B. to Form 20-F or any successor or similar rule and (ii) no longer constitute related party transactions for purposes of Amer Group’s related party transaction policy and under the laws of the Cayman Islands.

“**Dispute**” has the meaning set forth in Section 8.4 of this Agreement.

“**Dispute Resolution Commencement Date**” has the meaning set forth in Section 9.4 of this Agreement.

“**Effective Date**” has the meaning prescribed thereto in Section 4.1 hereof.

“**Governmental Authority**” means any national, provincial, municipal or local government, administrative or regulatory body or department, court, tribunal, arbitrator or any body that exercises the function of a regulator.

“**Subsidiary**” means, with respect to any given person, any person of which the given person directly or indirectly Controls.

“**Term**” has the meaning set forth in Section 4.1 of this Agreement.

ARTICLE 2

COOPERATION AND SERVICES

Section 2.1 ***Provision and Supply of Goods.*** From time to time during the Term of this Agreement, the Parties mutually agree to procure various categories of products (collectively, the “**Products**”), including, but not limited to, apparel, footwear, accessories, sample materials and hard goods, from each other (or other members within ANTA Group and Amer Group) in each Party’s ordinary and usual course of businesses. Each Party covenants that the unit prices of the Products shall be determined in the manners as prescribed in Section 2.9 hereof.

Section 2.2 ***IT Support Services.*** Amer Group agrees to procure certain IT support services, including, but not limited to, e-commerce platform operational management services and SAP implementation services (collectively, the “**IT Support Services**”), from ANTA Group with respect to the operations of Amer Group in China, Europe or any other country or region. The Parties agree that the service fees applicable to such IT Support Services to be specified in the feeder agreements to be entered into from time to time pursuant to Section 2.9 hereof shall be determined based on the costs of provision of such IT Support Services by ANTA Group *plus* a margin ranging from [***] to [***], depending on the complexity and nature of such IT Support Services and any applicable transfer pricing principles of Amer Group.

Section 2.3 **Brand Licensing Services.** ANTA Group agrees to purchase a license for the use of the brands from Amer Group solely for the purposes of developing, distributing and marketing crossover products. The Parties agree that the licensing fees to be specified in the feeder agreements to be entered into from time to time pursuant to Section 2.9 hereof for the brand licensing services provided by Amer Group shall be equal to [***] of the total wholesale price of the relevant crossover products developed, distributed and marketed by ANTA Group. Notwithstanding the above, ANTA Group may from time to time use the name, logo or other trademarks of the brands operated by Amer Group for promotional purposes such as marketing, publicity and exhibition, without any fees or charges in any form.

Section 2.4 **Distributorship Services.** Amer Group agrees to appoint ANTA Group as a distributor to sell and distribute Amer Group's products in different territories from time to time pursuant to the respective feeder agreements and/or purchase orders to be entered into from time to time in accordance with the requirements set for in Section 2.9 hereof. The Parties agree that each of the feeder agreements to be entered into from time to time pursuant to Section 2.9 hereof for the distributorship services contemplated under this Section 2.4 shall prescribe the following key terms: (i) the prices of the relevant products purchased by ANTA Group as distributor shall be equal to Amer Group's current distributor price for the relevant products for the relevant territory, and shall in no event be higher than [***] of the recommended retail price of any given product unless as otherwise agreed by the Parties subject to the requirements of Section 2.9; and (ii) in the event that ANTA Group's total purchases of the relevant products for the relevant territory exceed the minimum total purchases for a particular contract year as prescribed in a given feeder agreement, ANTA Group as the distributor shall be entitled to rebates provided by Amer Group in respect to each such contract year during the term of such given feeder agreement, the amount of which is to be determined annually based on the following formula: $(Y - X) \times Z$, where

X shall be [***] of the aggregate recommended retail prices of the relevant products representing Amer Group's total "B2B" gross sales in the relevant territory for the financial year ending December 31, 2023;

Y shall be the total purchases of the relevant products by ANTA Group as a distributor for the given contract year;

Z shall be a percentage between [***] to [***] to be determined by the Parties based on arm's length negotiation.

Section 2.5 **Back-office Support Services.** From time to time during the Term of this Agreement, each of Amer Group and ANTA Group agrees to provide back-office support services, including, but not limited to, intellectual property protection and enforcement support, logistics, administrative services, and office and store leasing arrangement (collectively, the "**Back-office Support Services**"), to each other in China or any other country or region. The Parties agree that the service fees to be prescribed in the feeder agreements to be entered into from time to time pursuant to Section 2.9 hereof for such Back-office Support Services shall be determined based on the costs of provision of services by the relevant Party (or its designated Affiliates) *plus* a margin ranging from [***] to [***], depending on the complexity and nature of such Back-office Support Services and any applicable transfer pricing principles of Amer Group and/or ANTA Group.

Section 2.6 ***Standards of Cooperation.*** Subject to the terms and conditions of this Agreement, the Parties shall use commercially reasonable efforts to provide, or cause to be provided, the products and/or services specified in this Agreement to the other Party (or its designated Affiliates) at a quality level and in the same manner as such products and services have been provided to the other Party (or its designated Affiliates) prior to the date of this Agreement or, if any such product and/or service was not provided during such period, the Party will provide such products and/or services in a professional and workmanlike manner, but in each case, exercising at least the same care and skill as each Party exercises in performing similar services and providing similar goods for itself or for any independent third party; *provided* that nothing in this Agreement shall require any Party to perform or provide, or caused to be performed or provided, any service or product or to take, or refrain from taking, any action, if the performance or provision of such service or product or the taking, or refraining from taking, of such action by such Party would be reasonably likely to result in any breach or violation of any applicable law or any license, lease, contract or other agreement with any third party (including any software or information technology license or service agreement); *provided, however* that each Party shall use its commercially reasonable efforts to obtain the consent of any such third party required for the performance or provision of such services or products to the other Party (or its designated Affiliates); *provided, further* that in the event such consent cannot be obtained, the Parties shall work together in good faith and use their respective commercially reasonable efforts to arrange for alternative methods of delivery of such services or products.

Section 2.7 EACH PARTY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR OTHER FEEDER AGREEMENTS OR PURCHASE ORDERS AS REFERRED TO IN SECTION 2.9 HEREOF, ALL SERVICES AND PRODUCTS ARE PROVIDED ON AN “AS IS, WHERE IS” BASIS AND “WITH ALL FAULTS” AND THAT PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES OR PRODUCTS TO BE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WHICH ARE SPECIFICALLY DISCLAIMED.

Section 2.8 ***Performance of Affiliates and Third Parties.*** The Parties acknowledge and agree that any Party may provide the applicable services and/or goods directly, through any of its Affiliates or through one or more third parties engaged by the Party to provide the services and/or goods in accordance with the terms of this Agreement and/or any other feeder agreements and/or purchase orders to be entered into in furtherance of this Agreement pursuant to Section 2.9 hereof.

Section 2.9 ***Feeder Agreements and/or Purchase Orders.*** In furtherance of the performance of services and provision of Products in compliance with the requirements set forth in Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7 of this Agreement, the Parties will enter into, or procure each of its designated Affiliates to enter into, respective feeder agreements and/or purchase orders from time to time as necessary and appropriate in different jurisdictions and markets. The terms and conditions of such feeder agreements and/or purchase orders will be subject to the mutual agreement of the Parties (or their relevant designated Affiliates), and shall not contravene the provisions set forth in Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7 hereof, as applicable, *provided* always that the contract prices for the relevant Products (i) for supplying one Party’s or its Affiliates’ finished

Products (other than as a contracted manufacturer) to the other Party or its Affiliates, shall be consistent with the prices (or mechanism to determine prices) for such finished Products offered by such Party (or its designated Affiliates) to independent third-party distributors in the same market, or if not feasible, in comparable market(s); and (ii) for supplying one Party's or its Affiliates Products to the other Party or its Affiliates as a contracted manufacturer of such other Party or its Affiliates, shall be consistent with the prices (or mechanism to determine prices) for Products of the same specifications offered by independent third-party contracted manufacturer in the same market, or if not feasible, in comparable market(s). In furtherance of this Agreement, the Parties shall, at the reasonable request of the other Party from time to time and without further consideration, execute and deliver such powers of attorney, acknowledgments, assurances, consents and other documents as may be reasonably necessary for the requesting Party to satisfy and perform its obligations or the obligations of its applicable Affiliates hereunder.

Section 2.10 ***Pre-Existing Agreements***. The Parties acknowledge and agree that nothing in this Agreement shall affect, modify or supersede any agreement that has been entered into by and between the Parties (or their applicable Affiliates) with respect to matters in this Agreement and exists as of the date of this Agreement (the "**Pre-Existing Related Party Agreements**"). Such Pre-Existing Related Party Agreements, if any, shall remain in full force and effect until their expiration or termination pursuant to the terms thereof. The Parties further agree that such Pre-Existing Related Party Agreements may be (a) renewed upon their expiry or (b) reproduced in relation to any existing or newly established operating company(ies) within Amer Group and/or ANTA Group which becomes parties to the Pre-Existing Related Party Agreements before their expiry as additional parties to or a replacement of existing party(ies) under such Pre-Existing Related Party Agreements, in each case, on substantially the same terms and conditions as the Pre-Existing Related Party Agreements, *provided* that the requirements relating to pricing and other terms and conditions set forth in Sections 2.1 to 2.5 hereof shall be complied with for such renewal or reproduction, as the case may be.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Section 3.1 Each Party represents and warrants to the other Party that:

- (a) it is a limited liability company lawfully incorporated and validly existing under the laws of the Cayman Islands, having independent legal person status;
- (b) it has full and independent legal status and legal capacity to execute, deliver and perform this Agreement, and may be an independent party to a lawsuit;
- (c) it has full internal corporate power and authorization to execute and deliver this Agreement and all other documents related to the transaction contemplated by this Agreement and to be executed by it; it has full power and authorization to consummate the transaction contemplated by this Agreement;
- (d) this Agreement is lawfully and duly executed and delivered by it; this Agreement constitutes its lawful and binding obligations, enforceable against it according to the terms of this Agreement;

(e) its execution, delivery and performance of this Agreement do not (i) violate its articles of association or any other constitutional documents, (ii) conflict with any agreement or contract or other document to which it is a party or its property is subject, or (iii) violate or conflict with any applicable law.

ARTICLE 4

TERM

Section 4.1 This Agreement shall come into effect immediately prior to the completion of the IPO on the closing date (the “**Effective Date**”), on which the delivery of and payment for the securities offered by Amer in connection with the IPO (excluding securities offered by Amer upon underwriter(s)’ exercise of over-allotment option(s)) will take place. Unless this Agreement is terminated pursuant to the express provisions of this Agreement or as agreed by the Parties in writing, the term of this Agreement shall expire on the Ending Date (the “**Term**”). At least three (3) months prior to the expiration of the Term set forth above, the Parties shall consult each other on the extension of the Term, which may be mutually agreed to by the Parties in writing.

ARTICLE 5

NOTICES

Section 5.1 Notices, offers, requests or other communications required or permitted to be given by a Party pursuant to the terms of this Agreement shall be given in writing to the other Party to the addresses set forth in Schedule A hereto, or to such other address, facsimile number or email address as the Party to whom notice is given may have previously furnished to the other in writing as provided herein. Any notice involving non-performance or termination shall be sent by hand delivery or recognized courier. All other notices may also be sent by facsimile or email, confirmed by mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or email; upon confirmation of delivery, if sent by recognized courier; and upon receipt if mailed.

ARTICLE 6

DEFAULTING LIABILITY

Section 6.1 The Parties agree and confirm that, if any Party (the “**Defaulting Party**”) substantially violates any agreement herein or substantially fails to perform or delays performance of any of the obligations hereunder, such violation, failure or delay shall constitute a default under this Agreement. The non-defaulting Party shall have the right to request the Defaulting Party to rectify or take remedial actions within a reasonable period. If the Defaulting Party fails to rectify or take remedial actions within such reasonable period or within thirty (30) calendar days after the non-defaulting Party notifies the Defaulting Party in writing requiring rectification, then the non-defaulting Party is entitled to decide at its own discretion to:

- (a) terminate this Agreement and require the Defaulting Party to indemnify all of its damages; or

(b) request the Defaulting Party to perform its obligations under this Agreement and require the Defaulting Party to indemnify all of its damages.

ARTICLE 7

FORCE MAJEURE

If the performance by one Party of this Agreement is directly affected or if one Party cannot perform this Agreement in accordance with the agreed conditions due to any unforeseeable force majeure event or an force majeure event whose consequences cannot be prevented or avoided, including earthquakes, typhoons, floods, fires, wars, computer viruses, design loopholes in software tools, hacker attacks on the Internet, changes to policies or laws, etc., the affected Party shall immediately give a notice to the other Party in accordance with the terms under Article 5 and shall within thirty (30) calendar days provide the other Party with supporting documents released by the relevant Governmental Authorities or a reliable third-party source describing the details of the force majeure event, and explain the reason why this Agreement cannot be performed or why the performance needs to be postponed. If the force majeure event lasts more than sixty (60) calendar days, the Parties hereto shall negotiate amicably and as soon as possible determine whether or not any part of this Agreement shall be released from performance or whether or not the performance of this Agreement shall be postponed, depending on the degree of impact of this force majeure event on the performance of this Agreement. Each Party shall not be held liable for any economic losses of the other Party caused by such Party's failure to perform this Agreement completely due to a force majeure event.

ARTICLE 8

MISCELLANEOUS

Section 8.1 When dealing with the other Party which constitutes a related party or connected person (as defined under the Rules Governing the Listing of Securities on the HKEx) to each Party, as the case may be, under the applicable rules and regulations of the SEC and the HKEx, each Party agrees to comply with its internal policies and procedures governing related party transactions and/or connected transactions, as well as the applicable rules and regulations of the SEC, any applicable national exchange in the United States, and the HKEx. In the event of any conflict that arises from each Party's obligations to comply with such requirements, the Parties shall discuss to resolve such conflict in good faith.

Section 8.2 Each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement. Each Party shall be responsible for all taxes payable by it under applicable laws incurred from the execution, performance and consummation of transactions as contemplated hereby.

Section 8.3 This Agreement may not be amended except by an instrument in writing executed by a duly authorized representative of each Party.

Section 8.4 The execution, interpretation, construction, performance and enforcement of this Agreement and the resolution of dispute(s) arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, the United States, without regard to principles of conflict of laws thereunder.

Section 8.5 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (“**Dispute**”) which arises between the Parties shall first be negotiated between appropriate senior executives of each Party who shall have the authority to resolve the matter. Such executives shall meet to attempt in good faith to negotiate a resolution of the Dispute prior to pursuing other available remedies, within ten (10) calendar days of receipt by a Party of written notice of a Dispute, which date of receipt shall be referred to herein as the “**Dispute Resolution Commencement Date**.” Discussions and correspondence relating to trying to resolve such Dispute shall be conducted on a without prejudice basis, treated as confidential information, shall be exempt from discovery or production, and shall not be admissible in any subsequent proceeding between the Parties.

(a) If the senior executives are unable to resolve the Dispute within thirty (30) calendar days from the Dispute Resolution Commencement Date, the Parties shall submit the Dispute to the boards of directors of ANTA and Amer. Representatives of each board of directors shall meet as soon as practicable to attempt in good faith to negotiate a resolution of the Dispute.

(b) If the representatives of the two boards of directors are unable to resolve the Dispute within sixty (60) calendar days from the Dispute Resolution Commencement Date, such Dispute shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force at the time when the notice of arbitration is submitted. The law of this Section 8.5(b) shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The arbitration shall be conducted by three (3) arbitrators including one (1) arbitrator appointed by each party to the Dispute and the remaining arbitrator appointed jointly by the other two (2) arbitrators. The arbitration proceedings shall be conducted in English. The arbitral award shall be final and binding on the parties to the Dispute. The arbitration fees (including reasonable attorney’s fees) shall be borne by the losing party.

(c) Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement during the course of dispute resolution pursuant to the provisions of this Section 8.4 with respect to all matters not subject to such Dispute, controversy or claim.

Section 8.6 The Parties hereto agree that irreparable damage would occur if any provisions of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.7 If any term of this Agreement or the Schedule attached hereto is determined by a court, administrative agency or arbitrator to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as

possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 8.8 No Party may assign this Agreement or any rights or obligations hereunder, without the prior written consent of the other Party, and any such assignment shall be void; *provided*, however, that each Party may assign this Agreement to an Affiliate of such Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 8.9 The headings contained in this Agreement or in the Schedule attached hereto and in the table of contents to this Agreement are for reference purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms in this Agreement.

Section 8.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means will be effective as delivery of a manually executed counterpart of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the day, month and year first above written.

ANTA SPORTS PRODUCTS LIMITED

By: /s/ Ding Shizhong

Name: Ding Shizhong

Title: Director

AMER SPORTS, INC.

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Chief Financial Officer

[Signature Page to Business Services Agreement]

SCHEDULE A
NOTICE ADDRESSES

If to ANTA:

16/F, Manhattan Place
23 Wang Tai Road, Kowloon Bay
Kowloon, Hong Kong SAR
Attention: Waiyu Suen, General Counsel
Kin Chung Tse, Company Secretary

If to Amer:

Konepajankuja 6 P.O. Box 1000 FI-00511 Helsinki,
Finland
Attention: Andrew Page, Chief Financial Officer
Jutta Karlsson, General Counsel

CAPITALISATION AGREEMENT

dated February 5, 2024 (the *Effective Date*)

PARTIES:

1. **AMER SPORTS HOLDING (CAYMAN) LIMITED** whose registered office is at c/o Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (*JVCo*); and
2. **AMER SPORTS, INC.**, formerly known as **AMER SPORTS MANAGEMENT HOLDING (CAYMAN) LIMITED** whose registered office is at c/o Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (*Scheme Issuer*).

WHEREAS:

(A) On 26 March 2019, JVCo and Amer Sports Holding (HK) Limited (*HK Holdco*) entered into a shareholder loan agreement (the *Investment Proceeds Shareholder Loan Agreement*) whereby JVCo agreed to advance to HK Holdco a principal amount of EUR2,080,363,462.14.

(B) On 28 February 2022, JVCo, Scheme Issuer and HK Holdco entered into a novation agreement whereby, amongst other things, Scheme Issuer replaced HK Holdco as a party to the Investment Proceeds Shareholder Loan Agreement and HK Holdco was released and discharged from all claims, demands, liabilities and obligations under the Investment Proceeds Shareholder Loan Agreement (the *Novation Agreement (Investment Proceeds Shareholder Loan)*).

(C) On 29 May 2020, JVCo and HK Holdco entered into a shareholder loan agreement (the *Uncommitted Shareholder Loan Agreement*) whereby JVCo agreed to make available to HK Holdco an uncommitted facility in a principal amount not exceeding EUR400,000,000.

(D) As of 1 October 2022, JVCo, Scheme Issuer and HK Holdco (amongst others) entered into a novation agreement whereby, amongst other things, Scheme Issuer replaced HK Holdco as a party to the Uncommitted Shareholder Loan Agreement and HK Holdco was released and discharged from all claims, demands, liabilities and obligations under the Uncommitted Shareholder Loan Agreement (the *Novation Agreement (Uncommitted Shareholder Loan)*).

(E) As at the Effective Date, (i) the principal amount outstanding under the Investment Proceeds Shareholder Loan Agreement is EUR2,488,753,059.46 (the *Investment Proceeds Shareholder Loan*) and (ii) no amount is outstanding under the Uncommitted Shareholder Loan Agreement.

(F) As at the Effective Date, JVCo is indebted to Scheme Issuer and/or its subsidiaries in an aggregate amount of EUR125,460,601.00 by way of intercompany liabilities (the *Intercompany Liabilities*).

(G) JVCo and Scheme Issuer have mutually agreed to (i) capitalise a portion of the Investment Proceeds Shareholder Loan into share capital of Scheme Issuer; (ii) set off a portion of the Investment Proceeds Shareholder Loan against the Intercompany Liabilities and (iii) terminate the Uncommitted Shareholder Loan Agreement.

IT IS AGREED:

1. INVESTMENT PROCEEDS SHAREHOLDER LOAN AGREEMENT

1.1 In consideration of the mutual undertakings contained in this Agreement, on the Effective Date:

- (a) Scheme Issuer shall repay to JVCo a portion of the principal amount of the Investment Proceeds Shareholder Loan and accrued interest thereon in an aggregate amount of EUR2,342,643,029.46 (the ***Repayment Amount***) (the ***Repayment***);
- (b) JVCo shall subscribe for, and Scheme Issuer shall allot and issue to JVCo, one Class A share of Scheme Issuer (the ***Subscription Share***) with a nominal or par value of EUR0.10 for a subscription price of EUR2,342,643,029.46 (the ***Subscription Amount***) (the ***Subscription***);
- (c) Scheme Issuer's obligation to pay the Repayment Amount to JVCo shall be set off against JVCo's obligation to pay the Subscription Amount to Scheme Issuer, such that no payment in cash nor any further payment shall be required to be made by either Scheme Issuer or JVCo to effect the Repayment and the Subscription. The obligations of Scheme Issuer to pay the Repayment Amount to JVCo and of JVCo to pay the Subscription Amount to Scheme Issuer shall be deemed fully discharged upon the setting off of the Subscription Amount against the Repayment Amount upon the allotment and issue of the Subscription Share by Scheme Issuer; and
- (d) JVCo's obligation to pay the Intercompany Liabilities to Scheme Issuer and/or its subsidiaries shall be set off against a portion of the principal amount of the Investment Proceeds Shareholder Loan and accrued interest thereon in an aggregate amount of EUR125,460,601.00 (the ***Intercompany Liabilities Set-off***), such that no payment in cash nor any further payment shall be required to be made by JVCo to Scheme Issuer or its subsidiaries in respect of the Intercompany Liabilities and the principal amount of the Investment Proceeds Shareholder Loan and accrued interest thereon shall be reduced by an aggregate amount of EUR125,460,601.00.

1.2 For the avoidance of doubt, the Investment Proceeds Shareholder Loan Agreement (as novated by the Novation Agreement (Investment Proceeds Shareholder Loan)) shall remain in full force and effect save as expressly set out in this Agreement, and Scheme Issuer shall repay the principal amount of the Investment Proceeds Shareholder Loan and accrued interest thereon (in each case to the extent not satisfied by the Repayment Amount or the Intercompany Liabilities Set-off) to JVCo in accordance with the Investment Proceeds Shareholder Loan Agreement (as novated by the Novation Agreement (Investment Proceeds Shareholder)) and as supplement by this Agreement).

2. UNCOMMITTED SHAREHOLDER LOAN AGREEMENT

In consideration of the mutual undertakings contained in this Agreement, on the Effective Date:

- (a) the Uncommitted Shareholder Loan Agreement (as novated by the Novation Agreement (Uncommitted Shareholder Loan)) shall be terminated in its entirety; and
 - (b) each of JVCo and Scheme Issuer hereby releases and discharges the other party from all claims, demands, liabilities and obligations under the Uncommitted Shareholder Loan Agreement (as novated by the Novation Agreement (Uncommitted Shareholder Loan)) (howsoever arising and whether arising on, before or after the Effective Date).
-

3. FURTHER ASSURANCE

Each of the parties agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement.

4. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in relation to the Repayment, the Subscription, the Intercompany Liabilities Set-off and the termination of the Uncommitted Shareholder Loan Agreement and supersedes any previous agreement, whether express or implied, regarding the Repayment, the Subscription, the Intercompany Liabilities Set-off and such termination.

5. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

6. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) or any other statutory provision to enforce any of its terms.

7. GOVERNING LAW AND JURISDICTION

7.1 This Agreement shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

7.2 Any Dispute shall be referred to, and finally resolved by, arbitration administered by the Hong Kong International Arbitration Centre (the **HKIAC**) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted.

7.3 The tribunal shall consist of three arbitrators; one appointed by the applicant(s), one appointed by the respondent(s) and one who shall be appointed by the mutual agreement of the other two arbitrators. The seat of arbitration shall be Hong Kong and the language to be used in the arbitral proceedings shall be English.

7.4 Notwithstanding this Clause 7, the parties shall retain the right to seek injunctive or interlocutory relief from any court of competent jurisdiction pending the commencement or determination of any arbitration proceedings.

AS WITNESS this Agreement has been signed by the duly authorised representatives of the parties and shall be effective as of the Effective Date.

For and on behalf of

AMER SPORTS HOLDING (CAYMAN) LIMITED

By: /s/ Tak Yan (Dennis) Tao
Name: Tak Yan (Dennis) Tao
Title: Director

[Signature Page – Capitalisation Agreement (JVCo / Listco – EUR2.7bn)]

For and on behalf of

AMER SPORTS, INC.

By: /s/ Andrew E. Page
Name: Andrew E. Page
Title: Chief Financial Officer

[Signature Page – Capitalisation Agreement (JVCo / Listco – EUR2.7bn)]

CAPITALISATION AGREEMENT

dated February 5, 2024 (the *Effective Date*)

PARTIES:

1. **AMER SPORTS MANAGEMENT COMPANY (CAYMAN) LIMITED** whose registered office is at c/o Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (*Co-invest Vehicle*); and
2. **AMER SPORTS, INC.**, formerly known as **AMER SPORTS MANAGEMENT HOLDING (CAYMAN) LIMITED** whose registered office is at c/o Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (*Scheme Issuer*).

WHEREAS:

(A) On 28 February 2022, Co-invest Vehicle and Scheme Issuer entered into a shareholder loan agreement (the *Investment Proceeds Shareholder Loan Agreement*) whereby Co-invest Vehicle agreed to advance to Scheme Issuer a principal amount of EUR6,749,973.32525565.

(B) As at the Effective Date, the principal amount outstanding under the Investment Proceeds Shareholder Loan Agreement is EUR7,086,991.25 (the *Investment Proceeds Shareholder Loan*).

(C) Co-invest Vehicle and Scheme Issuer have mutually agreed to capitalise a portion of the Investment Proceeds Shareholder Loan into share capital of Scheme Issuer.

IT IS AGREED:

1. INVESTMENT PROCEEDS SHAREHOLDER LOAN AGREEMENT

1.1 In consideration of the mutual undertakings contained in this Agreement, on the Effective Date:

- (a) Scheme Issuer shall repay to Co-invest Vehicle a portion of the principal amount of the Investment Proceeds Shareholder Loan and accrued interest thereon in an aggregate amount of EUR6,670,927.27 (the *Repayment Amount*) (the *Repayment*);
 - (b) Co-invest Vehicle shall subscribe for, and Scheme Issuer shall allot and issue to Co-invest Vehicle, one Class A share of Scheme Issuer (the *Subscription Share*) with a nominal or par value of EUR0.10 for a subscription price of EUR6,670,927.27 (the *Subscription Amount*) (the *Subscription*); and
 - (c) Scheme Issuer's obligation to pay the Repayment Amount to Co-invest Vehicle shall be set off against Co-invest Vehicle's obligation to pay the Subscription Amount to Scheme Issuer, such that no payment in cash nor any further payment shall be required to be made by either Scheme Issuer or Co-invest Vehicle to effect the Repayment and the Subscription. The obligations of Scheme Issuer to pay the Repayment Amount to Co-invest Vehicle and of Co-invest Vehicle to pay the Subscription Amount to Scheme Issuer shall be deemed fully discharged upon the setting off of the
-

Subscription Amount against the Repayment Amount upon the allotment and issue of the Subscription Share by Scheme Issuer.

1.2 For the avoidance of doubt, the Investment Proceeds Shareholder Loan Agreement shall remain in full force and effect save as expressly set out in this Agreement, and Scheme Issuer shall repay the principal amount of the Investment Proceeds Shareholder Loan and accrued interest thereon (in each case to the extent not satisfied by the Repayment Amount) to Co-invest Vehicle in accordance with the Investment Proceeds Shareholder Loan Agreement (as supplemented by this Agreement).

2. FURTHER ASSURANCE

Each of the parties agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement.

3. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in relation to the Repayment and the Subscription and supersedes any previous agreement, whether express or implied, regarding the Repayment and the Subscription.

4. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

5. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) or any other statutory provision to enforce any of its terms.

6. GOVERNING LAW AND JURISDICTION

6.1 This Agreement shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

6.2 Any Dispute shall be referred to, and finally resolved by, arbitration administered by the Hong Kong International Arbitration Centre (the **HKIAC**) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted.

6.3 The tribunal shall consist of three arbitrators; one appointed by the applicant(s), one appointed by the respondent(s) and one who shall be appointed by the mutual agreement of the other two arbitrators. The seat of arbitration shall be Hong Kong and the language to be used in the arbitral proceedings shall be English.

6.4 Notwithstanding this Clause 6, the parties shall retain the right to seek injunctive or interlocutory relief from any court of competent jurisdiction pending the commencement or determination of any arbitration proceedings.

AS WITNESS this Agreement has been signed by the duly authorised representatives of the parties and shall be effective as of the Effective Date.

For and on behalf of

AMER SPORTS MANAGEMENT COMPANY (CAYMAN) LIMITED

By: /s/ Tak Yan (Dennis) Tao
Name: Tak Yan (Dennis) Tao
Title: Director

[Signature Page – Capitalisation Agreement (Co-invest Vehicle / Listco – EUR7.2mn)]

For and on behalf of

AMER SPORTS, INC.

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Chief Financial Officer

[Signature Page – Capitalisation Agreement (Co-invest Vehicle / Listco – EUR7.2mn)]

Certain confidential information contained in this document, marked by [***], has been omitted pursuant to Regulation S-K, Item 601(b) because the registrant has determined that the omitted information (i) is not material and (ii) is the type that the registrant treats as private or confidential.

CREDIT AGREEMENT
dated as of February 16, 2024
among

AMER SPORTS CORPORATION and AMER SPORTS COMPANY,
as Revolving Credit Borrowers,

AMER SPORTS COMPANY and AMER SPORTS CANADA INC.,
as USD Term Loan Borrowers,

AMER SPORTS CORPORATION, AMERNET HOLDING SVERIGE AB and AMER SPORTS
HOLDING GMBH,
as EUR Term Loan Borrowers,

AMER SPORTS, INC.,
as the Parent Guarantor,

THE FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders and Issuing Banks,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

J.P. MORGAN SE,
as Swingline Lender,

WILMINGTON TRUST (LONDON) LIMITED,
as Collateral Agent,

JPMORGAN CHASE BANK, N.A., GOLDMAN SACHS BANK USA, STANDARD
CHARTED BANK, BANK OF AMERICA, N.A., LANDESBANK HESSEN-THÜRINGEN
GIROZENTRALE, BNP PARIBAS SECURITIES CORP. and HSBC SECURITIES (USA)
INC.,
as Joint Lead Arrangers and Joint Bookrunners,

MORGAN STANLEY SENIOR FUNDING, INC. and TD SECURITIES (USA) LLC,
as Co-Syndication Agent and Mandated Lead Arrangers

and

UNICREDIT BANK AUSTRIA AG,
as Mandated Lead Arranger

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CREDIT AGREEMENT

CREDIT AGREEMENT, dated as of February 16, 2024 (this “**Agreement**”), by and among Amer Sports, Inc., a Cayman Islands exempted company (with registration number 358866) (the “**Parent Guarantor**”), Amer Sports Corporation (Fi: Amer Sports Oy), a Finnish limited liability company (Finnish business identity code: 0131505-5, “**Amer Sports Corporation**”), Amer Sports Company, a Delaware corporation (“**Amer Sports Company**” or the “**Administrative Borrower**”, and together with Amer Sports Corporation, the “**Revolving Credit Borrowers**”), Amer Sports Canada Inc., an entity organized under the laws of the Province of British Columbia (“**Amer Sports Canada**”, and together with Amer Sports Company, the “**USD Term Loan Borrowers**”), Amernet Holding Sverige AB, an entity incorporated under the laws of Sweden with Swedish registration number 559163-7136 (“**Amernet Holding**”), Amer Sports Holding GmbH, an entity formed under the laws of Austria (“**Amer Sports GmbH**”, and together with Amer Sports Corporation and Amernet Holding, the “**EUR Term Loan Borrowers**”, and together with the USD Term Loan Borrowers, the “**Term Loan Borrowers**”, and together with the Revolving Credit Borrowers, the “**Borrowers**”, and each, a “**Borrower**”), the Lenders and Issuing Banks from time to time party hereto, JPMorgan Chase Bank, N.A. (“**JPM**”), in its capacity as administrative agent (in such capacity and acting through any of its domestic or foreign branches or Affiliates as it deems appropriate, the “**Administrative Agent**”), J.P. Morgan SE as Swingline Lender and Wilmington Trust (London) Limited as collateral agent for the Lenders (in its capacity as collateral agent, the “**Collateral Agent**”), with the persons listed on the cover page hereof as joint lead arrangers, joint bookrunners and mandated lead arrangers (in such capacities, collectively, the “**Arrangers**”).

RECITALS

A. The Term Loan Borrowers have requested that the Lenders make available (x) to the USD Term Loan Borrowers, U.S. dollar denominated term loans in an aggregate principal amount of \$500,000,000 and (y) to the EUR Term Loan Borrowers, Euro denominated term loans in an aggregate principal amount of €700,000,000, in each case the proceeds of which shall be used by the Term Loan Borrowers (i) to consummate a portion of the Refinancing and to pay fees and expenses in connection with the Transactions and (ii) the remainder thereafter (if any) for general corporate purposes.

B. The Revolving Credit Borrowers have requested that the Lenders make available to the Revolving Credit Borrowers a revolving credit facility with aggregate Commitments in an amount equal to \$710,000,000, the proceeds of which shall be used by the Revolving Credit Borrowers for the purposes permitted under, and otherwise in accordance with and subject to the terms of, this Agreement.

C. Accordingly, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“**ABR**”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bear interest at a rate determined by reference to the Alternate Base Rate.

“**Acceptable Intercreditor Agreement**” means the Intercreditor Agreement, any Junior Lien Intercreditor Agreement or another intercreditor agreement that is reasonably satisfactory to the

Administrative Agent and the Parent Guarantor (which may, if applicable, consist of a payment “waterfall”).

“ACH” means automated clearing house transfers.

“Additional Agreement” has the meaning assigned to such term in Section 9.09.

“Additional Borrower” has the meaning assigned to such term in Section 1.12(a).

“Additional Commitment” means any commitment hereunder added pursuant to Sections 2.22, 2.23 or 10.02(c).

“Additional Credit Facilities” means any credit facilities added pursuant to Sections 2.22, 2.23 or 10.02(c).

“Additional Lender” has the meaning assigned to such term in Section 2.22(b).

“Additional Letter of Credit Facility” means any facility established by the Parent Guarantor and/or any Restricted Subsidiary outside of this Agreement to obtain letters of credit, bank guarantees, bankers acceptances or other similar instruments required by customers, suppliers, landlords, regulators or Governmental Authorities or otherwise in the ordinary course of business.

“Additional Loans” means any Additional Revolving Loans and any Additional Term Loans.

“Additional Revolving Credit Commitment” means any revolving credit commitment added pursuant to Sections 2.22, 2.23 or 10.02(c)(ii).

“Additional Revolving Credit Exposure” means, with respect to any Lender at any time, the aggregate Outstanding Amount at such time of all Additional Revolving Loans of such Lender, plus the aggregate amount at such time of such Lender’s LC Exposure and Swingline Exposure, in each case, attributable to its Additional Revolving Credit Commitment.

“Additional Revolving Facility” means any revolving credit facility added pursuant to Sections 2.22, 2.23 or 10.02(c)(ii).

“Additional Revolving Lender” means any Lender with an Additional Revolving Credit Commitment or any Additional Revolving Credit Exposure.

“Additional Revolving Loans” means any revolving loan added pursuant to Sections 2.22, 2.23 or 10.02(c)(ii).

“Additional Term Loan Commitment” means any term loan commitment added pursuant to Sections 2.22, 2.23 or 10.02(c)(i).

“Additional Term Loans” means any term loan added pursuant to Sections 2.22, 2.23 or 10.02(c)(i).

“Adjustment Date” means the date that is three Business Days following the date both of the following has been delivered: (i) the financial statements required to be delivered pursuant to Section 5.01(a) or Section 5.01(b), as applicable and (ii) the corresponding Compliance Certificate required to be delivered pursuant to Section 5.01(c).

“Administrative Agent” has the meaning assigned to such term in the preamble to this Agreement.

“Administrative Borrower” has the meaning assigned to such term in the preamble to this Agreement.

“Administrative Questionnaire” has the meaning assigned to such term in Section 2.22(d).

“Adverse Proceeding” means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of the Parent Guarantor or any of its Restricted Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign, whether pending or, to the knowledge of the Parent Guarantor or any of its Restricted Subsidiaries, threatened in writing, against or affecting the Parent Guarantor or any of its Restricted Subsidiaries or any property of the Parent Guarantor or any of its Restricted Subsidiaries.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person.

“Affiliated Lender” means any Non-Debt Fund Affiliate, the Parent Guarantor and/or any of its Subsidiaries.

“Affiliated Lender Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Affiliated Lender (with the consent of any party whose consent is required by Section 10.05) and accepted by the Administrative Agent in the form of Exhibit A-2 or any other form approved by the Administrative Agent and the Parent Guarantor.

“Affiliated Lender Cap” has the meaning assigned to such term in Section 10.05(g)(iii).

“Agents” means each of the Administrative Agent, the Collateral Agent and any other Person appointed under the Loan Documents to serve in an agent or similar capacity.

“Agreed Security Principles” means the principles set forth in Schedule 1.01(d).

“Agreement” has the meaning assigned to such term in the preamble to this Credit Agreement.

“Alternate Base Rate” means, for any day, a rate per annum equal to the highest of (a) the NYFRB Rate in effect on such day plus 0.50%, (b) to the extent ascertainable, the Eurocurrency Rate for Dollars (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis based on the rate determined on such day for such Interest Period at 11:00 a.m.) plus 1.00%, (c) the Prime Rate and (d) if the Eurocurrency Rate for Dollars is not ascertainable, (x) for Initial Revolving Loans, 1.00% and (y) for Initial Term Loans, 1.00%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Eurocurrency Rate, as the case may be, shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Eurocurrency Rate, as the case may be. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 with respect to any Loans (other than Initial Term Loans), then the Alternate Base Rate shall be the greater of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above.

“Alternate Currency” means in the case of Revolving Loans and Letters of Credit, Euros and each other currency that is approved in accordance with Section 1.10.

“Alternative Currency Daily Rate” means, for any day, with respect to any Credit Extension denominated in any Alternate Currency other than Euros (to the extent such Loans denominated in such currency will bear interest at a daily rate), the daily rate per annum as designated with respect to such Alternate Currency at the time such Alternate Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.10 plus the adjustment (if any) determined by the Administrative Agent and the relevant Lenders;

provided, that, if any Alternative Currency Daily Rate shall be less than zero percent (0%), such rate shall be deemed zero percent (0%) for purposes of this Agreement. Any change in any Alternative Currency Daily Rate shall be effective from and including the date of such change without further notice.

“Alternative Currency Daily Rate Loan” means a Loan that bears interest at a rate based on the definition of “Alternative Currency Daily Rate.” All Alternative Currency Daily Rate Loans must be denominated in an Alternative Currency.

“Alternative Currency Loan” means an Alternative Currency Daily Rate Loan or a Eurocurrency Rate Loan (other than a Eurocurrency Rate Loan Denominated in Dollars).

“Applicable Charges” has the meaning assigned to such term in Section 10.19.

“Applicable Percentage” means (a) with respect to any Term Lender of any Class, a percentage equal to a fraction the numerator of which is the aggregate outstanding principal amount of the Term Loans and unused Additional Term Loan Commitments of such Term Lender under such Class and the denominator of which is the aggregate outstanding principal amount of the Term Loans and unused Additional Term Loan Commitments of all Term Lenders under such Class and (b) with respect to any Revolving Lender of any Class, the percentage of the aggregate amount of the Revolving Credit Commitments of such Class represented by such Lender’s Revolving Credit Commitment of such Class; provided that for purposes of Section 2.21 and otherwise herein, when there is a Defaulting Lender, such Defaulting Lender’s Revolving Credit Commitment shall be disregarded for any relevant calculation. In the case of clause (b), in the event that the Revolving Credit Commitments of any Class have expired or been terminated, the Applicable Percentage of any Revolving Lender of such Class shall be determined on the basis of the Revolving Credit Exposure of such Revolving Lender with respect to such Class, giving effect to any assignments and to any Revolving Lender’s status as a Defaulting Lender at the time of determination.

“Applicable Price” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Applicable Rate” means:

(a) for Initial EUR Term Loans, for any day, with respect to Eurocurrency Rate Loans, as the case may be, the applicable rate *per annum* set forth below under the caption “Eurocurrency Spread”, as the case may be, based upon the ratings by Moody’s and S&P, respectively, applicable on such date to the Index Debt:

Index Debt Ratings	Eurocurrency Spread
Level 1 Status	3.25%
Level 2 Status	3.50%

(b) for Initial USD Term Loans, for any day, with respect to ABR Loans or Eurocurrency Rate Loans, as the case may be, the applicable rate *per annum* set forth below under the caption “ABR Spread”, “Eurocurrency Spread”, as the case may be, based upon the ratings by Moody’s and S&P, respectively, applicable on such date:

Index Debt Ratings	ABR Spread	Eurocurrency Spread
Level 1 Status	2.00%	3.00%
Level 2 Status	2.25%	3.25%

For purposes of the foregoing clauses (a) and (b), if the ratings established or deemed to have been established by Moody’s and S&P for the Index Debt shall be changed (other than as a result of a change in the rating system of Moody’s and S&P), such change shall be effective as of the third Business Day following the date on which it is first announced by the applicable rating agency, irrespective of when notice of such change shall have been furnished by the Borrower to the Administrative Agent and the Lenders pursuant to Section 5.01(d) or otherwise. Each change in the Applicable Rate shall apply during the period commencing on the effective date of such change and ending on the date immediately preceding the effective date of the next such change. If the rating system of Moody’s or S&P shall change, or if any such Rating Agency shall cease to be in the business of rating corporate debt obligations, the Parent Guarantor and the Lenders owning over 50% of the aggregate commitments or Loans of each such directly affected Class shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such Rating Agency and, pending the effectiveness of any such amendment, the Applicable Rate shall be determined by reference to the rating most recently in effect prior to such change or cessation.

Prior to the public announcement of Index Debt ratings for the Parent Guarantor that give effect to the Transactions, the Applicable Rate, with respect to clauses (a) and (b) shall be determined by reference to Level 2 in the grid above.

(c) for Revolving Loans, the applicable rate per annum set forth below under the caption “ABR Spread” or “Eurocurrency Rate and Alternative Currency Daily Rate Spread”, based upon the First Lien Leverage Ratio as of the last day of the most recently ended Test Period; provided that until the first Adjustment Date following the completion of one full Fiscal Quarter ended after the Closing Date, the “Applicable Rate” for any Revolving Loans shall be the applicable rate per annum set forth below in Category 1.

Category	First Lien Leverage Ratio	Eurocurrency Rate and Alternative	ABR Spread
		Currency Daily Rate Spread	
1	> 3.00x	2.750%	1.750%
2	≤ 3.00x but >2.50x	2.500%	1.500%
3	≤2.50x but >2.00x	2.250%	1.250%
4	≤2.00x but >1.00x	2.000%	1.000%
5	≤1.00x	1.750%	0.750%

The Applicable Rate for Revolving Loans shall be adjusted quarterly on a prospective basis on each Adjustment Date based upon the First Lien Leverage Ratio in accordance with the table above; provided that (a) if financial statements are not delivered when required pursuant to Section 5.01(a) or (b), as applicable, along with a corresponding Compliance Certificate when required pursuant to Section 5.01(c), the “Applicable Rate” for Revolving Loans shall be the rate per annum set forth above in Category 1 until such financial statements are delivered in compliance with Section 5.01(a) or (b), as applicable along with a corresponding Compliance Certificate in compliance with Section 5.01(c) and (b) the “Applicable Rate” for Revolving Loans shall be the rate per annum set forth above in Category 1 as of the first Business Day after an Event of Default shall have occurred and be continuing, and shall continue to so apply to (but excluding) the date on which such Event of Default is cured or waived (and thereafter the Applicable Rate otherwise determined in accordance with this definition shall apply).

In the event that the Administrative Agent and the Parent Guarantor determine that any financial statements previously delivered were incorrect or inaccurate (regardless of whether this Agreement or the Commitments are in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Rate for any period (an “**Applicable Period**”) than the Applicable Rate applied for such Applicable Period, then (i) the Parent Guarantor shall as soon as practicable deliver to the Administrative Agent the corrected financial statements for such Applicable Period, (ii) the Applicable Rate shall be determined as if the pricing level for such higher Applicable Rate were applicable for such Applicable Period and (iii) the Borrowers shall within three (3) Business Days thereof pay to the Administrative Agent the accrued additional amount owing as a result of such increased Applicable Rate for such Applicable Period, which payment shall be promptly applied by the Administrative Agent in accordance with this Agreement. This paragraph shall not limit the rights of Administrative Agent and Lenders with respect to Section 2.13 and Article 8.

The Applicable Rate for any other Class of Additional Revolving Loans or Additional Term Loans shall be as set forth in the applicable Refinancing Amendment, Incremental Facility Amendment or Extension Amendment.

“**Approved Commercial Bank**” means a commercial bank with a consolidated combined capital surplus of at least \$5,000,000,000.

“**Approved Fund**” means, with respect to any Lender, any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities and is administered, advised or managed by (a) such Lender, (b) any Affiliate of such Lender or (c) any entity or any Affiliate of any entity that administers, advises or manages such Lender.

“**Arrangers**” has the meaning assigned to such term in the preamble to this Agreement.

“Assignment Agreement” means, collectively, each Assignment and Assumption and each Affiliated Lender Assignment and Assumption.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.05), and accepted by the Administrative Agent in the form of Exhibit A-1 or any other form approved by the Administrative Agent and the Parent Guarantor.

“Auction” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Auction Agent” means (a) the Administrative Agent or any of its Affiliates, in each case, if such Person and the Parent Guarantor have agreed to have such Person act as Auction Agent or (b) any other financial institution or advisor engaged by the Parent Guarantor (whether or not an Affiliate of the Administrative Agent) to act as an arranger in connection with any Auction pursuant to the definition of “Dutch Auction”.

“Auction Amount” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Auction Notice” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Auction Party” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Auction Response Date” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Austrian Lender” means any lender that is subject to the Austrian Banking Act (*Bankwesengesetz – BWG*) or the Austrian Stock Corporations Act (*Aktiengesetz - AktG*).

“Austrian Security Agreements” means (i) an Austrian law governed receivables pledge agreement with respect to Amer Sports GmbH’s intra-group receivables and (ii) an Austrian law governed bank account pledge agreement with respect to Amer Sports GmbH’s material bank accounts, each dated as of the Closing Date, by and among, among others, Amer Sports GmbH and the Collateral Agent, as same may be amended, restated, supplemented or otherwise modified from time to time.

“Availability Period” means the period from and including the Closing Date to but excluding the earliest of (a) the date of termination of the Initial Revolving Credit Commitments pursuant to Section 2.09, (b) the date of termination of the Initial Revolving Credit Commitment of each Initial Revolving Lender to make Initial Revolving Loans and the obligation of each Issuing Bank to issue Letters of Credit pursuant to Section 7.01 and (c) the Initial Revolving Credit Maturity Date.

“Available Amount” means, at any time, an amount equal to, without duplication:

(a) the sum of:

(i) the greater of \$220,000,000 and 40% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period; plus

(ii) the CNI Growth Amount; provided that such amount shall not be available (A) for any Restricted Payment pursuant to Section 6.04(a)(iii)(A) if any Event of Default shall then exist or would result therefrom or (B) for any Restricted Debt

Payment pursuant to Section 6.04(b)(vi)(A) if any Event of Default shall then exist or would result therefrom, subject to Section 1.04(e); plus

(iii) the amount of any capital contributions or other proceeds of any issuance of Capital Stock of the Parent Guarantor (other than any amounts (v) relied on to incur Indebtedness pursuant to Section 6.01(v), (w) constituting a Cure Amount, (x) constituting an Available Excluded Contribution Amount or proceeds of an issuance of Disqualified Capital Stock, (y) received from the Parent Guarantor or any Restricted Subsidiary or (z) consisting of the proceeds of any loan or advance made pursuant to Section 6.06(h)(ii)) received as Cash equity by the Parent Guarantor or any of its Restricted Subsidiaries, plus the fair market value, as determined by the Parent Guarantor in good faith, of Cash Equivalents, marketable securities or other property received by the Parent Guarantor or any Restricted Subsidiary as a capital contribution or in return for any issuance of Capital Stock (other than any amounts (v) relied on to incur Indebtedness pursuant to Section 6.01(v), (w) constituting a Cure Amount, (x) constituting an Available Excluded Contribution Amount or proceeds of any issuance of Disqualified Capital Stock or (y) received from the Parent Guarantor or any Restricted Subsidiary), in each case, during the period from and including the day immediately following the Closing Date through and including such time; plus

(iv) the aggregate principal amount of any Indebtedness or Disqualified Capital Stock, in each case, of the Parent Guarantor or any Restricted Subsidiary issued after the Closing Date (other than Indebtedness or such Disqualified Capital Stock issued to the Parent Guarantor or any Restricted Subsidiary), which has been converted into or exchanged for Capital Stock of the Parent Guarantor that does not constitute Disqualified Capital Stock, together with the fair market value of any Cash or Cash Equivalents (as determined by the Parent Guarantor in good faith) and the fair market value (as determined by the Parent Guarantor in good faith) of any property or assets received by the Parent Guarantor or any Restricted Subsidiary upon such exchange or conversion, in each case, during the period from and including the day immediately following the Closing Date through and including such time; plus

(v) the net proceeds received by the Parent Guarantor or any Restricted Subsidiary during the period from and including the day immediately following the Closing Date through and including such time in connection with the Disposition to any Person (other than the Parent Guarantor or any Restricted Subsidiary) of any Investment made pursuant to Section 6.06(r)(i); plus

(vi) to the extent not already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment, the proceeds received by the Parent Guarantor or any Restricted Subsidiary during the period from and including the day immediately following the Closing Date through and including such time in connection with cash returns, cash profits, cash distributions and similar cash amounts, including cash principal repayments of loans and interest payments on loans, in each case received in respect of any Investment made after the Closing Date pursuant to Section 6.06(r)(i) or, without duplication, otherwise received by the Parent Guarantor or any Restricted Subsidiary from an Unrestricted Subsidiary (including any proceeds received on account of any issuance of Capital Stock by any Unrestricted Subsidiary (other than solely on account of the issuance of Capital Stock to the Parent Guarantor or any Restricted Subsidiary)); plus

(vii) an amount equal to the sum of (A) the amount of any Investments by the Parent Guarantor or any Restricted Subsidiary made pursuant to Section 6.06(r)(i) in any Unrestricted Subsidiary that has been re-designated as a Restricted Subsidiary, (B) the amount of any Investments by the Parent Guarantor or any Restricted Subsidiary pursuant to Section 6.06(r)(i) in any Unrestricted Subsidiary or any Joint Venture that has been merged, consolidated or amalgamated with or into, or is liquidated, wound up or dissolved into, the Parent Guarantor or any Restricted Subsidiary and (C) to the extent that the Parent Guarantors' or a Restricted Subsidiary's Investments in any Unrestricted Subsidiary or Joint Venture have been made pursuant to Section 6.06(r)(i), the fair market value (as determined by the Parent Guarantor in good faith) of the property or assets of any Unrestricted Subsidiary or any Joint Venture that have been transferred, conveyed or otherwise distributed to the Parent Guarantor or any Restricted Subsidiary, in each case, during the period from and including the day immediately following the Closing Date through and including such time; plus

(viii) the amount of any Declined Proceeds; minus

(b) an amount equal to the sum of (i) Restricted Payments made pursuant to Section 6.04(a)(iii)(A), plus (ii) Restricted Debt Payments made pursuant to Section 6.04(b)(vi)(A), plus (iii) Investments made pursuant to Section 6.06(r)(i), in each case, after the Closing Date and prior to such time or contemporaneously therewith.

“Available Excluded Contribution Amount” means the aggregate amount of Cash or Cash Equivalents or the fair market value of other assets or property (as determined by the Parent Guarantor in good faith, but excluding any (w) amounts that were relied on to incur Indebtedness pursuant to Section 6.01(v), (x) Cure Amounts and (y) amounts that are applied to increase the Available Amount) received by the Parent Guarantor or any of its Restricted Subsidiaries after the Closing Date from:

(1) contributions in respect of Qualified Capital Stock of the Parent Guarantor (other than any amounts or other assets received from the Parent Guarantor or any of its Restricted Subsidiaries), and

(2) the sale of Qualified Capital Stock of the Parent Guarantor (other than (x) to the Parent Guarantor or any Restricted Subsidiary of the Parent Guarantor, (y) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or (z) with the proceeds of any loan or advance made pursuant to Section 6.06(h)(ii)),

in each case, designated as an Available Excluded Contribution Amount pursuant to a certificate of a Responsible Officer on or promptly after the date the relevant capital contribution is made or the relevant proceeds are received, as the case may be, and which are excluded from the calculation of the Available Amount.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark for any Alternative Currency, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such

Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (c) of Section 2.14.

“**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“**Bail-In Legislation**” means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“**Banking Services**” means each and any of the following bank services: commercial credit cards, stored value cards, debit cards, purchasing cards, treasury management services, netting services, overdraft protections, check drawing services, automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items and interstate depository network services), employee credit card programs, cash pooling services, foreign exchange and currency management services and any arrangements or services similar to any of the foregoing and/or otherwise in connection with Cash management and Deposit Accounts.

“**Banking Services Obligations**” means any and all obligations of the Parent Guarantor or any Restricted Subsidiary, whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) (a) under any arrangement that is in effect on the Closing Date between the Parent Guarantor or any Restricted Subsidiary and a counterparty that is (or is an Affiliate of) the Administrative Agent, any Lender or any Arranger as of the Closing Date or any other Person reasonably acceptable to the Administrative Agent or (b) under any arrangement that is entered into after the Closing Date by the Parent Guarantor or any Restricted Subsidiary with any counterparty that is (or is an Affiliate of) the Administrative Agent, any Lender or any Arranger at the time such arrangement is entered into or any other Person reasonably acceptable to the Administrative Agent, in each case, in connection with Banking Services, it being understood that each counterparty thereto shall be deemed (A) to appoint each of the Administrative Agent and the Collateral Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 9, Section 10.03 and Section 10.10 and each Acceptable Intercreditor Agreement, in each case as if it were a Lender.

“**Bankruptcy Code**” means Title 11 of the United States Code (11 U.S.C. § 101 et seq.).

“**Base ECF Prepayment Amount**” has the meaning assigned to such term in Section 2.11(b)(i)(A).

“**Benchmark**” means, initially, with respect to any (i) denominated in Dollars, the Term SOFR, (ii) Eurocurrency Rate Loans denominated in Euros, the EURIBO Screen Rate, or (iii) Term Benchmark Loan, the Relevant Rate for such Alternate Currency; *provided* that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant Rate or the then-current Benchmark for such Alternate Currency, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.14.

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date; *provided* that, in the case of any Loan denominated in an Alternate Currency, “Benchmark Replacement” shall mean the alternative set forth in (2) below:

(1) in the case of any Loan denominated in Dollars, the Daily Simple SOFR; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Alternate Currency at such time in the United States and (b) the related Benchmark Replacement Adjustment;

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Alternate Currency at such time.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement and/or any Term Benchmark Revolving Loan denominated in Dollars, any technical, administrative or operational changes (including changes to the definition of “Alternate Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if such Benchmark (or component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the Term SOFR Administrator, the central bank for the Alternate Currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or

such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Unavailability Period**” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

“**Benefit Plan**” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“**BIA**” means the *Bankruptcy and Insolvency Act* (Canada).

“**Board**” means the Board of Governors of the Federal Reserve System of the U.S.

“**Bona Fide Debt Fund**” means any debt fund, investment vehicle, regulated bank entity or unregulated lending entity that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business for financial investment purposes and which is managed, sponsored or advised by any Person controlling, controlled by or under common control with any Person that is otherwise a Disqualified Institution, but, in each case, with respect to which no personnel involved with any investment in such Person or the management, control or operation of such Person (i) directly or indirectly makes, has the right to make or participates with others in making any investment decisions, or otherwise causing the direction of the investment policies, with respect to such debt fund, investment vehicle, regulated bank entity or unregulated lending entity or (ii) has access to any information (other than information that is publicly available) relating to the Parent Guarantor or its subsidiaries or any entity that forms a part of any of their respective businesses; it being understood and agreed that the term “Bona Fide Debt Fund” shall not include any Person that is separately identified to the Arrangers or the Administrative Agent in accordance with clause (a)(i) or (a)(ii) of the definition of “Disqualified Institution” or any reasonably identifiable Affiliate of any such Person solely on the basis of similarity of such Affiliate’s name.

“Borrower” means, as the context may require, any Revolving Credit Borrower, any USD Term Loan Borrower, any EUR Term Loan Borrower, any Successor Borrower and/or any Additional Borrower.

“Borrowing” means any Loans of the same Type and Class made, converted or continued on the same date and, in the case of Eurocurrency Rate Loans, denominated in a single currency and as to which a single Interest Period is in effect.

“Borrowing Request” means a request by a Borrower for a Borrowing in accordance with Section 2.03 and substantially in the form provided by the Administrative Agent to the Administrative Borrower prior to the Closing Date or such other form that is reasonably acceptable to the Administrative Agent and the Parent Guarantor.

“Business Day” means (a) any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or Frankfurt are authorized or required by law to remain closed and (b) when used in connection with a Eurocurrency Rate Loan or Alternative Currency Daily Rate Loans (i) denominated in Dollars, the term “Business Day” shall also exclude any day that is not a U.S. Government Securities Business Day, (ii) denominated in Euros, the term “Business Day” shall also exclude any day that is (w) not a TARGET Day, (x) a Saturday, (y) a Sunday or (z) a day on which banks are closed for general business in London and (iii) denominated in an Alternate Currency (other than Euros), the term “Business Day” shall mean any such day that is only a RFR Business Day.

“Canadian AML and Sanctions Legislation” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), parts II.1, XII.2 and s.354 of the *Criminal Code* (Canada), the *Special Economic Measures Act* (Canada), the *Freezing Assets of Corrupt Foreign Officials Act* (Canada) and other applicable Canadian anti-money laundering, anti-terrorist financing, government sanction and “know your client” applicable laws within Canada, including any regulations, guidelines or orders thereunder.

“Canadian Defined Benefit Plan” means a “registered pension plan” that contains a “defined benefit provision”, as those terms are defined in the *Income Tax Act* (Canada).

“Canadian Defined Benefit Plan Termination Event” means an event (i) which would entitle a Person (without the consent of a Loan Party) to wind up or terminate a Canadian Pension Plan that is a Canadian Defined Benefit Plan in full or in part, or (ii) the institution of any steps by any Person to withdraw from, terminate participation in, wind up or order the termination or wind-up of, in full or in part, of any such plan, or (iii) the receipt by a Loan Party of correspondence from a Governmental Authority relating to a potential or actual, partial or full, termination or wind-up of any such plan.

“Canadian Employee Benefit Plans” means all plans, arrangements, agreements, programs, policies, practices or undertakings, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, registered or unregistered to which a Canadian Loan Party is a party or bound or in which their employees participate or under which a Canadian Loan Party has, or will have, any liability or contingent liability, or pursuant to which payments are made, or benefits are provided to, or an entitlement to payment or benefits may arise with respect to any of their employees or former employees, directors or officers, individuals working on contract with a Canadian Loan Party or other individuals providing services to a Canadian Loan Party of a kind normally provided by employees (or any spouses, dependents, survivors or beneficiaries of any such person), but does not include the Canada Pension Plan that is maintained by the Government of Canada or any Employee Benefit Plan.

“Canadian Loan Party” means Amer Sports Canada and each other Loan Party that (i) is organized under the laws of Canada or a province or territory thereof, (ii) carries on business in Canada or (iii) has any title or interest in or to material property in Canada.

“Canadian Pension Plan” means each pension plan or arrangement required to be registered under applicable Canadian federal or provincial pension standards legislation that is maintained, administered or contributed to or required to be contributed to by any Loan Party for its employees or former employees or in respect of which any Loan Party has any liability, but does not include the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada and the Government of Quebec, respectively.

“Canadian Security Agreement” means the Canadian Pledge and Security Agreement, dated as of the Closing Date, granted by each applicable Canadian Loan Party, as same may be amended, restated, supplemented or otherwise modified from time to time.

“Capital Expenditures” means, as applied to any Person for any period, the aggregate amount, without duplication, of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Finance Leases) that in accordance with IFRS, are, or are required to be, included as capital expenditures on the consolidated statement of cash flows for such Person for such period.

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation or exempted company, any and all equivalent ownership interests in a Person (other than a corporation or exempted company), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing, but excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing (including Convertible Indebtedness) and any Packaged Rights.

“Captive Insurance Subsidiary” means any Restricted Subsidiary of the Parent Guarantor that is subject to regulation as an insurance company (or any Restricted Subsidiary thereof).

“Cash” or **“cash”** means money, currency or a credit balance in any Deposit Account, in each case determined in accordance with IFRS.

“Cash Equivalents” means, as at any date of determination, (a) marketable securities (i) issued or directly and unconditionally guaranteed or insured as to interest and principal by the U.S., U.K., Canada, a member state of the European Union, Hong Kong or Japan or any political subdivision of any of the foregoing or (ii) issued by any agency or instrumentality of the U.S., U.K., Canada, a member state of the European Union, Hong Kong or Japan or any political subdivision of any of the foregoing, the obligations of which are backed by the full faith and credit of the U.S., U.K., Canada, a member state of the European Union, Hong Kong or Japan or any political subdivision of any of the foregoing, in each case maturing within two years after such date and, in each case, including repurchase agreements and reverse repurchase agreements relating thereto; (b) marketable direct obligations issued by any state of the U.S. or any province of Canada or any political subdivision of any such state or province or any public instrumentality thereof or by any foreign government, in each case maturing within two years after such date and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody’s (or, if at any time neither S&P nor Moody’s shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (c) commercial paper maturing no more

than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (d) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers' acceptances (or similar instruments) issued or accepted by any Lender or by any bank organized under, or authorized to operate as a bank under, the laws of the U.S., any state thereof or the District of Columbia or any political subdivision thereof or any foreign bank or its branches or agencies and that has capital and surplus of not less than \$75,000,000 and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (e) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank having capital and surplus of not less than \$75,000,000; (f) Indebtedness or Preferred Capital Stock issued by Persons with a rating of at least BBB- from S&P or at least Baa3 from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another nationally recognized statistical rating agency) with maturities of 12 months or less from the date of acquisition; (g) bills of exchange issued in the U.S., U.K., Canada, a member state of the European Union, Hong Kong or Japan eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent); (h) shares of any money market mutual fund that has (i) substantially all of its assets invested in the types of investments referred to in clauses (a) through (g) above, (ii) net assets of not less than \$250,000,000 and (iii) a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time either S&P or Moody's are not rating such fund, an equivalent rating from another nationally recognized statistical rating agency); (i) solely with respect to any Captive Insurance Subsidiary, any investment that such Captive Insurance Subsidiary is not prohibited to make in accordance with applicable law; (j) any cash equivalents (as determined in accordance with IFRS); and (k) shares or other interests of any investment company, money market mutual fund or other money market or enhanced high yield fund that invests 95% or more of its assets in instruments of the types specified in clauses (a) through (j) above (which investment company or fund may also hold Cash pending investment or distribution).

The term "Cash Equivalents" shall also include (x) credit card receivables, (y) Investments of the type and maturity described in the definition of "Cash Equivalents" of foreign obligors, which Investments or obligors (or the parent companies thereof) have the ratings (if any) described in such clauses or equivalent ratings from comparable foreign rating agencies and (z) other short-term Investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in Investments analogous to the Investments described in the definition of "Cash Equivalents" and in this paragraph.

"**CBR Loan**" means a Loan that bears interest at a rate determined by reference to the Central Bank Rate.

"**CBR Spread**" means, with respect to any CBR Loan at any time, the Applicable Rate that would be applicable at such time to the Loan that was converted into such CBR Loan in accordance herewith.

"**CBCA**" means the *Canada Business Corporations Act*.

"**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

"**Central Bank Rate**" means, the greater of (I)(A) for any Loan denominated in (a) Euro, one of the following three rates as may be selected by the Administrative Agent in its reasonable discretion: (1) the fixed rate for the main refinancing operations of the European Central Bank (or any successor thereto), or, if that rate is not published, the minimum bid rate for the main refinancing operations of the

European Central Bank (or any successor thereto), each as published by the European Central Bank (or any successor thereto) from time to time, (2) the rate for the marginal lending facility of the European Central Bank (or any successor thereto), as published by the European Central Bank (or any successor thereto) from time to time or (3) the rate for the deposit facility of the central banking system of the Participating Member States, as published by the European Central Bank (or any successor thereto) from time to time, and (b) any other Alternate Currency determined after the Closing Date, a central bank rate as determined by the Administrative Agent in its reasonable discretion; plus (B) the applicable Central Bank Rate Adjustment and (II) the Floor.

“Central Bank Rate Adjustment” means, for any day, for any Loan denominated in (a) Euro, a rate equal to the difference (which may be a positive or negative value or zero) of (i) the average of the EURIBO Screen Rate for the five most recent Business Days preceding such day for which the EURIBO Screen Rate was available (excluding, from such averaging, the highest and the lowest EURIBO Screen Rate applicable during such period of five Business Days) minus (ii) the Central Bank Rate in respect of Euro in effect on the last Business Day in such period, and (b) any other Alternate Currency determined after the Closing Date, a Central Bank Rate Adjustment as determined by the Administrative Agent in its reasonable discretion. For purposes of this definition, (x) the term Central Bank Rate shall be determined disregarding clause (B) of the definition of such term and (y) the EURIBO Screen Rate on any day shall be based on the EURIBO Screen Rate, on such day at approximately the time referred to in the definition of such term for deposits in the applicable agreed Alternate Currency for a maturity of one month.

“CFC” means a controlled foreign corporation as defined in Section 957 of the Code.

“Change in Law” means (a) the adoption of any law, rule or regulation after the Closing Date, (b) any change in any law, rule or regulation or in the interpretation, implementation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.15(b), by any lending office of such Lender or such Issuing Bank or by such Lender’s or such Issuing Bank’s holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date (other than any such request, guideline or directive to comply with any law, rule or regulation that was in effect on the Closing Date). For purposes of this definition and Section 2.15, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or U.S. or applicable foreign regulatory authorities, in each case pursuant to Basel III, shall in each case described in clauses (a), (b) and (c) above, be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

“Change of Control” means (i) at any time, (any Person or “group” (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act), but excluding (x) any Employee Benefit Plan and/or Person acting as the trustee, agent or other fiduciary or administrator therefor, (y) any underwriter in connection with any public offering and (z) one or more Permitted Holders, shall have acquired beneficial ownership of 40% or more on a fully diluted basis of the voting and/or economic interest in the Capital Stock of the Parent Guarantor, (ii) any Borrower shall cease to be a wholly-owned Subsidiary of the Parent Guarantor other than as a result of a transaction with respect to any Borrower that is permitted by Section 6.07(a) or (c) or (iii) a “Change of Control” (or any equivalent term) shall occur with respect to any Indebtedness with an outstanding principal amount in excess of the Threshold Amount.

Notwithstanding the foregoing, (i) a transaction in which the Parent Guarantor becomes a direct subsidiary of a newly-formed passive holding company (such person, the “New Parent”) shall not constitute a Change in Control if the equityholders of the New Parent immediately after giving effect to such transaction beneficially own, directly or indirectly through one or more intermediaries, the voting and/or economic interests in the Capital Stock of the New Parent substantially in proportion to their holdings of the voting and/or economic interests in the Capital Stock of the Parent Guarantor immediately prior to giving effect to such transaction and (ii) a Change of Control shall be deemed not to have occurred pursuant to the above at any time if the Permitted Holders have, at such time, directly or indirectly, the right or the ability, by voting power, contract or otherwise, to elect or designate for election at least a majority of the board of directors (or similar governing body) of Parent Guarantor.

Notwithstanding the preceding clauses or any provision of Section 13d-3 of the Exchange Act as in effect on the Closing Date, (i) if any group includes one or more Permitted Holders, the issued and outstanding Capital Stock of Parent Guarantor owned, directly or indirectly, by any Permitted Holders that are part of such group shall not be treated as being beneficially owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred so long as one or more Permitted Holders hold in excess of 50% of the issued and outstanding Capital Stock owned, directly or indirectly, by such group and (ii) a Person or group will not be deemed to beneficially own the Capital Stock of another Person as a result of its ownership of the Capital Stock or other securities of such other Person’s parent entity (or related contractual rights) unless it owns 50% or more of the total voting power of the Capital Stock entitled to vote for the election of directors or board of managers of such parent entity.

“**Charge**” means any fee, loss, charge, expense, cost, accrual or reserve of any kind.

“**China**” means the People’s Republic of China, for the purpose of this Agreement, excluding Hong Kong, the Macau Special Administrative Region and the Taiwan area.

“**Class**”, when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Initial USD Term Loans, Initial EUR Term Loans, Additional Term Loans of any series established as a separate “Class” pursuant to Sections 2.22, 2.23 or 10.02(c)(i), Initial Revolving Loans or Additional Revolving Loans of any series established as a separate “Class” pursuant to Sections 2.22, 2.23 or 10.02(c)(ii) or Swingline Loans, (b) any Commitment, refers to whether such Commitment is an Initial USD Term Loan Commitment, an Initial EUR Term Loan Commitment, an Additional Term Loan Commitment of any series established as a separate “Class” pursuant to Sections 2.22, 2.23 or 10.02(c)(i), an Initial Revolving Credit Commitment or an Additional Revolving Credit Commitment of any series established as a separate “Class” pursuant to Sections 2.22, 2.23 or 10.02(c)(ii), (c) any Lender, refers to whether such Lender has a Loan or Commitment of a particular Class and (d) any Revolving Credit Exposure, refers to whether such Revolving Credit Exposure is attributable to a Revolving Credit Commitment of a particular Class (or Revolving Loans incurred or Letters of Credit issued under a Revolving Credit Commitment of a particular Class).

“**Closing Date**” means the first date on which each condition set forth in Section 4.01 is satisfied or waived (in accordance with Section 10.02), which is the date of this Agreement.

“**Closing Date Collateral Document**” means (i) with respect to the United States, the U.S. Security Agreement, (ii) with respect to Finland, the Finland Security Agreement, (iii) with respect to Canada, the Canadian Security Agreement, (iv) with respect to Austria, the Austrian Security Agreements, and (v) with respect to Sweden, the Swedish Closing Date Security Documents.

“Closing Date Guarantors” means (i) the Borrowers, (ii) the Subsidiary Guarantors listed on Schedule 1.01(f) as of the Closing Date or any successors, (iii) the Subsidiary Guarantors listed on Schedule 1.01(f) which as of the Closing Date are intended to become Subsidiary Guarantors pursuant to Section 5.17 or any successors and (iv) the Parent Guarantor or its successors.

“CNI Growth Amount” means, at any date of determination, an amount (which amount shall not be less than zero) equal to 50% of Consolidated Net Income for the cumulative period from January 1, 2024 to and including the last day of the most recently ended Fiscal Quarter of the Parent Guarantor prior to such date for which consolidated financial statements required pursuant to Section 5.01(a) or (b) have been delivered (treated as one accounting period).

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” means any and all property of any Loan Party subject to a Lien under any Collateral Document and any and all other property of any Loan Party, now existing or hereafter acquired, that is or becomes subject to a Lien pursuant to any Collateral Document to secure the Obligations. For the avoidance of doubt, in no event shall “Collateral” include any Excluded Asset, unless specifically consented to in writing by the Parent Guarantor.

“Collateral Agent” has the meaning assigned to such term in the preamble to this Credit Agreement.

“Collateral and Guarantee Requirement” means, at any time, subject to (x) the applicable limitations set forth in this Agreement and/or any other Loan Document (including any Acceptable Intercreditor Agreement), (y) the time periods (and extensions thereof) set forth in Section 5.12 or Section 5.17, as applicable and (z) the Agreed Security Principles (with respect to the Parent Guarantor and the Restricted Subsidiaries organized, incorporated or registered in a jurisdiction other than Canada or the United States), the requirement that:

(a) in the case of any Person that becomes (or is required to become) a Loan Party after the Closing Date (and with respect to the Parent Guarantor with respect to clause (D) below), (i) the Administrative Agent shall have received (A) a Guarantee Supplement or such other documents in form reasonably acceptable to the Administrative Agent, in each case, to cause such person to Guarantee the Obligations and become a Subsidiary Guarantor, (B) supplements to the applicable Collateral Documents (or, at the option of the Loan Party, new Collateral Documents in substantially similar form or such other form reasonably satisfactory to the Collateral Agent), if applicable, in the form specified therefor or otherwise reasonably acceptable to the Collateral Agent, (C) an executed joinder to any Acceptable Intercreditor Agreement that is then applicable in substantially the form attached as an exhibit thereto and (D) such other foreign law guarantees, Collateral Documents and opinions as may be reasonably requested by the Administrative Agent with respect to any Foreign Subsidiary which becomes (or is required to become) a Loan Party (subject, with respect to Restricted Subsidiaries organized, incorporated or registered in a jurisdiction other than Canada or the United States, to the Agreed Security Principles) and (ii) except as otherwise contemplated by this Agreement or any Collateral Document, all original securities, instruments and chattel paper required to be delivered to the Collateral Agent pursuant to the terms of the Collateral Documents, shall have been delivered to the Collateral Agent (or its bailee pursuant to the terms of any Acceptable Intercreditor Agreement) and all documents and instruments, including UCC financing statements and PPSA financing statements (or equivalent filings in foreign jurisdictions), and filings with the (A) United States Copyright Office and the United States Patent and Trademark Office covering

United States issued Patents and registered Trademarks (and pending applications for the foregoing) and registered Copyrights (or equivalent filings in foreign jurisdictions), (B) Canadian Intellectual Property Office covering Canadian issued Patents and registered Trademarks (and pending applications for the foregoing) and registered Copyrights (or equivalent filings in foreign jurisdictions), and all other actions reasonably requested by the Collateral Agent (including those required by applicable Requirements of Law) or otherwise required pursuant to a Collateral Document to be delivered, filed, registered or recorded to create the Liens intended to be created by the Collateral Documents (in each case, including any supplements thereto) and perfect and/or protect such Liens to the extent required by, and with the priority required by, the Collateral Documents, shall have been delivered, filed, registered or recorded or delivered to the Collateral Agent for filing, registration or the recording concurrently with, or promptly following, the execution and delivery of each such Collateral Document;

(b) with respect to any Material Real Estate Asset, the Collateral Agent shall have received with respect to any Material Real Estate Asset (other than an Excluded Asset), a Mortgage and any necessary UCC and/or PPSA fixture filing (or equivalent filings in such other Obligor Jurisdictions) in respect thereof, in each case together with, to the extent customary and appropriate (as reasonably determined by the Collateral Agent and the Parent Guarantor) and, to the extent applicable, subject to the Agreed Security Principles:

(i) evidence that (A) counterparts of such Mortgage have been duly executed, acknowledged and delivered and such Mortgage and any corresponding UCC, PPSA or equivalent fixture filing are in form suitable for filing or recording in all filing or recording offices that the Collateral Agent may deem reasonably necessary in order to create a valid and subsisting Lien on such Material Real Estate Asset in favor of the Collateral Agent for the benefit of the Secured Parties, (B) such Mortgage and any corresponding UCC, PPSA or equivalent fixture filings have been duly recorded or filed, as applicable and (C) all filing and recording taxes and fees have been paid or otherwise provided for in a manner reasonably satisfactory to the Collateral Agent;

(ii) a fully paid policy of lender's title insurance (a "**Mortgage Policy**") in an amount reasonably acceptable to the Collateral Agent (not to exceed the fair market value of such Material Real Estate Asset (as determined by the Parent Guarantor in good faith)) issued by a nationally recognized title insurance company in the applicable jurisdiction that is reasonably acceptable to the Collateral Agent, insuring the relevant Mortgage as having created a valid subsisting Lien on the real property described therein with the ranking or the priority which it is expressed to have in such Mortgage, subject only to Permitted Liens and other Liens acceptable to the Collateral Agent, together with such endorsements, coinsurance and reinsurance as the Collateral Agent may reasonably request to the extent the same are available in the applicable jurisdiction;

(iii) a customary legal opinion of local counsel for the relevant Loan Party in the jurisdiction in which such Material Real Estate Asset is located and, if applicable, in the jurisdiction of formation of the relevant Loan Party, in each case as the Collateral Agent may reasonably request; and

(iv) (A) a new survey or a copy of any existing survey currently in the possession of the Parent Guarantor or any of its Subsidiaries if such existing survey is, together with a no-change affidavit, sufficient for the relevant title insurance company to remove the standard survey exception and issue the survey-related endorsements, (B) to

the extent applicable, an appraisal (if required under the Financial Institutions Reform Recovery and Enforcement Act of 1989, as amended) and (C) a “Life-of-Loan” flood determination under Regulation H of the Board.

Notwithstanding any provision of any Loan Document to the contrary, if any mortgage tax or similar tax or charge is owed on the entire amount of the Loan Document Obligations evidenced hereby in connection with the delivery of a mortgage or UCC or PPSA fixture filing pursuant to clause (b) above, then, to the extent permitted by, and in accordance with, applicable Requirements of Law, the amount of such mortgage tax or similar tax or charge shall be calculated based on the lesser of (x) the amount of the Loan Document Obligations allocated to the applicable Material Real Estate Asset and (y) the fair market value of the applicable Material Real Estate Asset at the time the Mortgage is entered into and determined in a manner reasonably acceptable to Administrative Agent and the Parent Guarantor.

Notwithstanding anything contained in this Agreement to the contrary, no Mortgage shall be executed and delivered with respect to any real property located in the United States unless and until each Lender has received, at least twenty business days prior to such execution and delivery, a life of loan flood zone determination and such other documents as it may reasonably request to complete its flood insurance due diligence and has confirmed to the Administrative Agent that flood insurance due diligence has been completed to its satisfaction, it being agreed that if any Lender does not provide a written objection to the Administrative Agent within 20 days following receipt or posting thereof, it shall be deemed to be satisfied

“**Collateral Documents**” means, collectively, each document, agreement or instrument pursuant to which a Lien securing any of the Obligations is granted (or purported to be granted), and any supplement to any of the foregoing delivered to the Administrative Agent and/or the Collateral Agent pursuant to the definition of “Collateral and Guarantee Requirement”.

“**Commercial Letter of Credit**” means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by the Parent Guarantor or any of its Restricted Subsidiaries in the ordinary course of business of such Person.

“**Commitment**” means, with respect to each Lender, such Lender’s Initial Term Loan Commitment, Initial Revolving Credit Commitment and Additional Commitment, as applicable, in effect as of such time.

“**Commitment Fee**” has the meaning assigned to such term in Section 2.12(a).

“**Commitment Fee Rate**” means, on any date (a) with respect to the Initial Revolving Credit Commitment, a rate of 30% of the Applicable Rate then in effect with respect to Eurocurrency Rate Revolving Loans and (b) with respect to Additional Revolving Credit Commitments of any Class, the rate or rates per annum specified in the applicable Refinancing Amendment, Incremental Facility Amendment or Extension Amendment.

“**Commitment Schedule**” means the Schedule attached hereto as Schedule 1.01(a).

“**Commodity Exchange Act**” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

“**Company Competitor**” means any competitor of the Parent Guarantor and/or any of its subsidiaries.

“**Compliance Certificate**” means a Compliance Certificate substantially in the form of Exhibit C.

“**Confidential Information**” has the meaning assigned to such term in Section 10.13(g).

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Consolidated Adjusted EBITDA**” means, as to any Person for any period, an amount determined for such Person and its Restricted Subsidiaries on a consolidated basis equal to the total of (a) Consolidated Net Income for such period plus (b) the sum, without duplication, of (to the extent deducted in calculating Consolidated Net Income, other than in respect of clauses (x), (xii), (xiv), (xix) and (xx) below) the amounts of:

(i) Consolidated Interest Expense (including (A) fees and expenses paid to the Administrative Agent and the Collateral Agent in connection with their services hereunder, (B) other bank, administrative agency (or trustee) and financing fees (including rating agency fees), (C) costs of surety bonds in connection with financing activities (whether amortized or immediately expensed) and (D) commissions, discounts and other fees and charges owed with respect to revolving commitments, letters of credit, bank guarantees, bankers’ acceptances or any similar facilities or financing and hedging agreements);

(ii) Taxes paid and any provision for Taxes, including income, profits, capital, foreign, federal, state, local, Canadian federal and provincial, sales, franchise and similar Taxes, property Taxes, foreign withholding Taxes and foreign unreimbursed value added Taxes (including penalties and interest related to any such Tax or arising from any Tax examination, and including pursuant to any customary Tax sharing arrangement or as a result of any Tax distribution) of such Person paid or accrued during the relevant period;

(iii) (A) depreciation, (B) amortization (including amortization of goodwill, software and other intangible assets), (C) any impairment Charge (including any bad debt expense) and (D) any asset write-off and/or write-down;

(iv) any non-cash Charge, including the excess of rent expense over actual Cash rent paid, including the benefit of lease incentives (in the case of a charge) during such period due to the use of straight line rent for IFRS purposes, and any non-cash Charge pursuant to any management equity plan, stock option plan or any other management or employee benefit plan, agreement or any stock subscription or shareholder agreement (provided that if any such non-Cash Charge represents an accrual or reserve for potential Cash items in any future period, such Person may determine not to add back such non-Cash Charge in the then-current period);

(v) [reserved];

(vi) [reserved];

(vii) the amount of management, monitoring, consulting, transaction, advisory, termination and similar fees and related indemnities and expenses (including

reimbursements) paid or accrued and payments to outside directors of the Parent Guarantor actually paid by or on behalf of, or accrued by, such Person or any of its subsidiaries; provided that such payment is permitted under this Agreement;

(viii) [reserved];

(ix) the amount of earn-out, non-compete and other contingent consideration obligations (including to the extent accounted for as bonuses, compensation or otherwise) and adjustments thereof and purchase price (or similar) adjustments incurred in connection with (A) acquisitions and Investments completed prior to the Closing Date and (B) any acquisition or other Investment permitted by this Agreement, in each case, which is paid or accrued during the applicable period;

(x) pro forma adjustments, including pro forma “run rate” cost savings, operating expense reductions, operational improvements (but excluding revenue enhancements) and cost synergies (collectively, “**Expected Cost Savings**”) (net of actual amounts realized) that are reasonably identifiable, factually supportable (or certified by a Responsible Officer of the Parent Guarantor in good faith) and projected by the Parent Guarantor in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of such Person) related to any permitted asset sale, acquisition (including the commencement of activities constituting a business line), combination, Investment, Disposition (including the termination or discontinuance of activities constituting a business line), operating improvement, restructuring, cost savings initiative, any similar initiative (including the effect of arrangements or efficiencies from the shifting of production of one or more products from one manufacturing facility to another) and/or specified transaction, in each case prior to, on or after the Closing Date (in each case, calculated on a Pro Forma Basis as though such Expected Cost Savings had been realized in full on the first day of such period); provided that the results of such Expected Cost Savings and/or Cost Saving Initiatives are projected by the Parent Guarantor in good faith to result from actions that have been taken or with respect to which steps have been taken or are expected to be taken (in the good faith determination of the Parent Guarantor) within 24 months after the applicable date of determination of Consolidated Adjusted EBITDA; provided, further, that the aggregate amount added to or included in Consolidated Adjusted EBITDA pursuant to this clause (x) shall not, for any Test Period, exceed the Shared Expected Cost Savings Cap;

(xi) [reserved];

(xii) any Charge with respect to any liability or casualty event, business interruption or any product recall, (i) so long as such Person has submitted in good faith, and reasonably expects to receive payment in connection with, a claim for reimbursement of such amounts under its relevant insurance policy within the next four Fiscal Quarters (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within the next four Fiscal Quarters) or (ii) without duplication of amounts included in a prior period under the preceding clause (i), to the extent such Charge is covered by insurance, indemnification or otherwise reimbursable by a third party (whether or not then realized so long as the Parent Guarantor in good faith expects to receive proceeds arising out of such insurance, indemnification or reimbursement obligation within the next four Fiscal Quarters) (it being understood that if the amount

received in cash under any such agreement in any period exceeds the amount of expense paid during such period, any excess amount received may be carried forward and applied against any expense in any future period);

(xiii) unrealized net losses in the fair market value of any arrangements under Hedge Agreements;

(xiv) the amount of any Cash actually received by such Person (or the amount of the benefit of any netting arrangement resulting in reduced Cash expenditures) during such period, and not included in Consolidated Net Income in any period, to the extent that any non-Cash gain relating to such Cash receipt or netting arrangement was deducted in the calculation of Consolidated Adjusted EBITDA pursuant to clause (c)(i) below for any previous period and not added back;

(xv) [reserved];

(xvi) any net Charge included in the Parent Guarantor's consolidated financial statements due to the application of Accounting Standards Codification Topic 810 ("ASC 810") (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect);

(xvii) the amount of any non-controlling interest or minority interest Charge consisting of income attributable to minority equity interests of third parties in any non-Wholly-Owned Subsidiary;

(xviii) [reserved];

(xix) at the option of the Parent Guarantor, any other adjustments, exclusions and add-backs reflected in the Parent Guarantor's model delivered to the Arrangers on or about February 5, 2024 (the "**Model**");

(xx) at the option of the Parent Guarantor, any other adjustments, exclusions and add-backs (including adjustments, exclusions and add-backs with respect to (i) Expected Cost Savings as a result of any Cost Saving Initiative and (ii) any other adjustments, exclusions and add-backs that are not of the nature described in the preceding sub-clause (i) (any such other adjustments, exclusions or add-backs, "Other Adjustments")) that are identified or set forth in any quality of earnings or similar analysis or report prepared by financial advisors reasonably acceptable to the Administrative Agent (it being understood that the "Big Four" accounting firms are acceptable) and delivered to the Administrative Agent in connection with any acquisition or other similar Investment not prohibited hereunder; provided, that the aggregate amount added to or included in Consolidated Adjusted EBITDA pursuant to this clause (xx) solely with respect to Expected Cost Savings as a result of any Cost Saving Initiative shall not, for any Test Period, exceed an amount for such Test Period equal to the sum of (i) the Shared Expected Cost Savings Cap plus (ii) 10% of Consolidated Adjusted EBITDA for such Test Period, calculated after giving effect to any add-backs or inclusions to Adjusted EBITDA for such Test Period, including clauses (x) and (xx) thereto; provided, further, for the avoidance of doubt, any Other Adjustments added to or included in Consolidated Adjusted EBITDA pursuant to this clause (xx) shall not be subject to any cap; and

(xxi) any distributions or payments made directly or by means of discounts with respect of any participation interest issued or sold in connection with, and any other fees paid to a person which is not the Parent Guarantor or any of its Restricted Subsidiaries in connection with any Receivables Facility, factoring transaction or any similar arrangement permitted hereunder and discounts on the sale of accounts receivables in connection with any Receivables Facility, factoring transaction or any similar arrangement permitted hereunder representing, in the Parent Guarantor's or any Restricted Subsidiary's reasonable determination, the implied interest component of such discount for such period;

minus (c) without duplication, to the extent such amounts increase Consolidated Net Income:

(i) non-Cash gains or income; provided that if any non-Cash gain or income represents an accrual or deferred income in respect of potential Cash items in any future period, such Person may determine not to deduct such non-Cash gain or income in the current period;

(ii) unrealized net gains in the fair market value of any arrangements under Hedge Agreements;

(iii) [reserved];

(iv) the amount added back to Consolidated Adjusted EBITDA pursuant to clause (b)(xii) above (as described in such clause) to the extent the relevant business interruption insurance proceeds were not received within the time period required by such clause;

(v) to the extent that such Person adds back the amount of any non-Cash charge to Consolidated Adjusted EBITDA pursuant to clause (b)(iv) above, the cash payment in respect thereof in the relevant future period;

(vi) the excess of actual Cash rent paid over rent expense during such period due to the use of straight line rent for IFRS purposes;

(vii) any Consolidated Net Income included in the Parent Guarantor's consolidated financial statements due to the application of ASC 810 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect); and

(viii) the amount of any non-controlling interest or minority interest gains from losses attributable to minority equity interests of third parties in any non-wholly owned Restricted Subsidiary;

(d) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of Accounting Standards Codification Topic 460 or any comparable regulation.

"Consolidated First Lien Debt" means, as to any Person at any date of determination, the aggregate principal amount of Consolidated Total Debt outstanding on such date constituting Loan Document Obligations or that is secured on a pari passu basis with the Loan Document Obligations;

provided that “Consolidated First Lien Debt” shall be calculated after applying or excluding (as applicable) the Netted Amounts.

“**Consolidated Interest Expense**” means, with respect to any Person for any period, the sum of (a) consolidated total interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including (without duplication), amortization of any debt issuance cost and/or original issue discount, any premium paid to obtain payment, financial assurance or similar bonds, any interest capitalized during construction, any non-cash interest payment, the interest component of any deferred payment obligation, the interest component of any payment under any Finance Lease (regardless of whether accounted for as interest expense under IFRS), any commission, discount and/or other fee or charge owed with respect to any letter of credit, bank guarantee and/or bankers’ acceptance or any similar facilities, any fee and/or expense paid to the Administrative Agent and/or the Collateral Agent in connection with their services hereunder, any other bank, administrative agency (or trustee) and/or financing fee and any cost associated with any surety bond in connection with financing activities (whether amortized or immediately expensed)), plus (b) any cash dividend or distribution paid or payable in respect of Disqualified Capital Stock during such period other than to such Person or any Loan Party, plus (c) any net losses, obligations or payments arising from or under any Hedge Agreement and/or other derivative financial instrument issued by such Person for the benefit of such Person or its subsidiaries, in each case determined on a consolidated basis for such period. For purposes of this definition, interest in respect of any Finance Lease shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Finance Lease in accordance with IFRS (or, if not implicit, as otherwise determined in accordance with IFRS).

“**Consolidated Net Income**” means, as to any Person (the “**Subject Person**”) for any period, the net income (or loss) of the Subject Person and its Restricted Subsidiaries on a consolidated basis for such period taken as a single accounting period determined in conformity with IFRS; provided that there shall be excluded, without duplication,

(a) (i) any net income (loss) of any Person if such Person is not the Parent Guarantor or a Restricted Subsidiary, except to the extent of the amount of dividends, distributions or other payments made in Cash or Cash Equivalents (or converted into Cash or Cash Equivalents) by such Person to the Parent Guarantor or any other Restricted Subsidiary (subject, in the case of any such Restricted Subsidiary that is not a Loan Party, to the limitations contained in clause (ii) below) and (ii) solely for the purpose of determining the amount available for Restricted Payments under Section 6.04(a)(iii)(A) or the amount of Excess Cash Flow, any net income (loss) of any Restricted Subsidiary (other than a Loan Party) if such Subsidiary is subject to restrictions on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Parent Guarantor or a Loan Party by operation of its Organizational Documents or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable thereto (other than (x) any restriction that has been waived or otherwise released and (y) any restriction set forth in the Loan Documents, the documents related to any Incremental Loans and/or Incremental Equivalent Debt and the documents relating to any Replacement Debt or Refinancing Indebtedness in respect of any of the foregoing), except to the extent of the amount of dividends, distributions or other payments made in Cash or Cash Equivalents (or converted into Cash or Cash Equivalents) or that could have been made in Cash or Cash Equivalents during such period (as determined in good faith by the Parent Guarantor) by the Restricted Subsidiary (subject, in the case of a dividend, distribution or other payment to another Restricted Subsidiary, to the limitations in this clause (ii));

(b) any gain or Charge attributable to any asset Disposition (including asset retirement costs or sales or issuances of Capital Stock) or of returned or surplus assets outside the ordinary course of business (as determined in good faith by the Parent Guarantor);

(c) (i) any gain or Charge from (A) any extraordinary or exceptional item (as determined in good faith by such Person) and/or (B) any non-recurring, special or unusual item (as determined in good faith by such Person) and/or (ii) any Charge associated with and/or payment of any actual or prospective legal settlement, fine, judgment or order;

(d) (i) any unrealized or realized net foreign currency translation or transaction gains or Charges impacting net income (including currency re-measurements of Indebtedness, any net gains or Charges resulting from Hedge Agreements for currency exchange risk associated with the above or any other currency related risk, any gains or Charges relating to translation of assets and liabilities denominated in a foreign currency and those resulting from intercompany Indebtedness), (ii) any realized or unrealized gain or Charge in respect of early terminations of Hedge Agreements and (iii) unrealized gains or losses in respect of any Hedge Agreement and any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in respect of Hedge Agreements;

(e) any net gain or Charge with respect to (i) any disposed, abandoned, divested and/or discontinued asset, property or operation (other than any asset, property or operation pending the disposal, abandonment, divestiture and/or termination thereof), (ii) any disposal, abandonment, divestiture and/or discontinuation of any asset, property or operation (other than relating to assets or properties held for sale or pending the divestiture or discontinuation thereof) and/or (iii) any facility that has been closed during such period;

(f) any net income or Charge (less all fees and expenses related thereto) attributable to the early extinguishment or cancellation of Indebtedness;

(g) (i) any Charge incurred as a result of, in connection with or pursuant to any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement, any pension plan (including any post-employment benefit scheme which has been agreed with the relevant pension trustee), any stock subscription or shareholders agreement, any employee benefit trust, any employee benefit scheme, any distributor equity plan or any similar equity plan or agreement (including any deferred compensation arrangement or trust), (ii) any Charge incurred in connection with the rollover, acceleration or payout of Capital Stock held by management of the Parent Guarantor and/or any of its subsidiaries, in each case under this clause (g), to the extent that any such cash Charge is funded with net Cash proceeds contributed to the Parent Guarantor as a capital contribution or as a result of the sale or issuance of Qualified Capital Stock of the Parent Guarantor and (iii) the amount of payments made to optionholders of such Person in connection with, or as a result of, any distribution being made to equityholders of such Person, which payments are being made to compensate such optionholders as though they were equityholders at the time of, and entitled to share in, such distribution, in each case to the extent permitted hereunder;

(h) any Charge that is established, adjusted and/or incurred, as applicable, (i) within 12 months after the closing of any acquisition that is required to be established, adjusted or incurred, as applicable, as a result of such acquisition in accordance with IFRS or (ii) as a result of any change in, or the adoption or modification of, accounting principles or policies;

(i) any (A) write-off or amortization made in such period of deferred financing costs and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness and (B) goodwill or other asset impairment charges, write-offs or write-downs;

(j) (A) the effects of adjustments (including the effects of such adjustments pushed down to the Subject Person and its subsidiaries) in component amounts required or permitted by IFRS (including, without limitation, in the inventory (including any impact of changes to inventory valuation policy methods, including changes in capitalization of variances), property and equipment, lease, rights fee arrangements, software, goodwill, intangible asset (including customer molds), in-process research and development, deferred revenue, advanced billing and debt line items thereof), resulting from the application of recapitalization accounting or acquisition or purchase accounting, as the case may be, in relation to any consummated acquisition or similar Investment or the amortization or write-off of any amounts thereof (including any write-off of in process research and development) and/or (B) the cumulative effect of any change in accounting principles or policies (effected by way of either a cumulative effect adjustment or as a retroactive application, in each case, in accordance with IFRS);

(k) the income or loss of any Person accrued prior to the date on which such Person became a Restricted Subsidiary of such Subject Person or is merged into or consolidated with such Subject Person or any Restricted Subsidiary of such Subject Person or the date that such other Person's assets are acquired by such Subject Person or any Restricted Subsidiary of such Subject Person (except to the extent required for any calculation of Consolidated Adjusted EBITDA on a Pro Forma Basis in accordance with Section 1.04);

(l) [reserved];

(m) (i) any non-cash deemed finance Charges in respect of any pension liabilities or other provisions and (ii) income (loss) attributable to deferred compensation plans or trusts;

(n) earn-out, non-compete and contingent consideration obligations (including to the extent accounted for as bonuses, compensation or otherwise) and adjustments thereof and purchase price adjustments, including in connection with any acquisition or Investment permitted hereunder or in respect of any acquisition consummated prior to the Closing Date;

(o) [reserved];

(p) (A) Transaction Costs and Charges, (B) any transaction Charge incurred in connection with any (in each case, regardless of whether consummated) issuance and/or incurrence of Indebtedness and/or any issuance and/or offering of Capital Stock (including, for the avoidance of doubt, the Initial Public Offering), any Investment, any acquisition, any Disposition outside the ordinary course of business, any recapitalization, any merger, consolidation or amalgamation, any option buyout or any repayment, redemption, refinancing, amendment or modification of Indebtedness (including any amortization or write-off of debt issuance or deferred financing costs, premiums and prepayment penalties) or any similar transaction, (C) the amount of any Charge that is actually reimbursed or reimbursable by third parties pursuant to indemnification or reimbursement provisions or similar agreements or insurance (it being understood that if the amount received in cash under any such agreement in any period exceeds the amount of expense paid during such period, any excess amount received may be carried forward and applied against any expense in any future period); provided that in

respect of any reimbursable Charge that is added back in reliance on clause (C) above, such relevant Person in good faith expects to receive reimbursement for such Charge within the next four Fiscal Quarters (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within the next four Fiscal Quarters) and/or (D) Public Company Costs;

(q) any Charge incurred or accrued in connection with any single or one-time event (as determined in good faith by such Person), including in connection with (A) the Transactions and/or any acquisition consummated after the Closing Date (including legal, accounting and other professional fees and expenses incurred in connection with acquisitions and other Investments made prior to the Closing Date), (B) the closing, consolidation or reconfiguration of any facility during such period or (C) one-time consulting costs;

(r) any Charge attributable to the undertaking and/or implementation of new initiatives, business optimization activities, cost savings initiatives (including Cost Saving Initiatives), cost rationalization programs, operating expense reductions and/or cost synergies and/or similar initiatives and/or programs (including in connection with any integration, restructuring or transition, any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, any office or facility opening and/or pre-opening); and

(s) non-cash compensation Charges and/or any other non-cash Charges arising from the granting of any stock, stock option or similar arrangement (including any profits interest or phantom stock), the granting of any restricted stock, stock appreciation right and/or similar arrangement (including any repricing, amendment, modification, substitution or change of any such stock option, restricted stock, stock appreciation right, profits interest, phantom stock or similar arrangement or the vesting of any warrant).

In addition, to the extent not already included in the Consolidated Net Income of such Person and its Restricted Subsidiaries, Consolidated Net Income will include the proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not received so long as the Parent Guarantor in good faith expects to receive such proceeds within the next four Fiscal Quarters (with a deduction in the applicable future period for any amount so added back to the extent not so received within the next four Fiscal Quarters)).

“Consolidated Secured Debt” means, as to any Person at any date of determination, the aggregate principal amount of Consolidated Total Debt outstanding on such date that is secured by a Lien on any asset or property of such Person or its Restricted Subsidiaries; provided that “Consolidated Secured Debt” shall be calculated after applying or netting (as applicable) the Netted Amounts.

“Consolidated Total Assets” means, as to any Person, at any date, all amounts that would, in conformity with IFRS, be set forth opposite the caption “total assets” (or any like caption) on a consolidated balance sheet of the applicable Person at such date.

“Consolidated Total Debt” means, as to any Person at any date of determination, the aggregate principal amount of all third party debt for borrowed money (including LC Disbursements that have not been reimbursed within three Business Days and the outstanding principal balance of all Indebtedness of such Person represented by notes, bonds and similar instruments), Finance Leases and purchase money Indebtedness (but excluding in each case, for the avoidance of doubt, undrawn letters of credit), in each case as reflected on a balance sheet of such Person prepared in accordance with IFRS; provided that

“Consolidated Total Debt”, “Consolidated First Lien Debt” and “Consolidated Secured Debt” shall in each case (but without duplication) be calculated (for all purposes hereunder, including as a component of the definitions of Consolidated First Lien Debt, Consolidated Secured Debt and Total Leverage Ratio, and any applications of such definitions) (i) net of the Unrestricted Cash Amount, (ii) to exclude any obligation, liability or Indebtedness of such Person if, upon or prior to the maturity thereof, such Person has irrevocably deposited with the proper Person in trust or escrow the necessary funds (or evidences of indebtedness) for the payment, redemption or satisfaction of such obligation, liability or Indebtedness, and thereafter such funds and evidences of such obligation, liability or Indebtedness or other security so deposited are not included in the calculation of the Unrestricted Cash Amount, (iii) to exclude any obligation, liability or indebtedness of such Person to the extent that, upon or after the issuance thereof (and only for so long as), such obligation, liability or indebtedness is secured by the cash proceeds thereof and/or other amounts provided by or on behalf of such Person pursuant to an escrow or similar arrangement in an amount sufficient to repay the entire principal amount thereof, and for so long as such obligation, liability or indebtedness is so secured, such cash proceeds and other amounts are not included in the calculation of the Unrestricted Cash Amount, (iv) to exclude obligations under any Derivative Transaction, any Qualified Receivables Facility or under any Indebtedness that is non-recourse to the Parent Guarantor and its Restricted Subsidiaries and (v) to exclude obligations under any Non-Finance Lease Obligation (items (i) through (v) of this proviso, the “**Netted Amounts**”). For the avoidance of doubt, Consolidated Total Debt shall be calculated in accordance with IFRS, pursuant to the terms of Section 1.04(a)(i).

“**Consolidated Working Capital**” means, as at any date of determination, the excess of Current Assets over Current Liabilities.

“**Consolidated Working Capital Adjustment**” means, for any period on a consolidated basis, the amount (which may be a negative number) by which Consolidated Working Capital as of the beginning of such period exceeds (or is less than) Consolidated Working Capital as of the end of such period; provided that there shall be excluded (a) the effect of reclassification during such period between current assets and long term assets and current liabilities and long term liabilities (with a corresponding restatement of the prior period to give effect to such reclassification), (b) the effect of any Disposition of any Person, facility or line of business or acquisition of any Person, facility or line of business during such period, (c) the effect of any fluctuations in the amount of accrued and contingent obligations under any Hedge Agreement and (d) the application of purchase or recapitalization accounting.

“**Contractual Obligation**” means, as applied to any Person, any provision of any Security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“**Controlled Investment Affiliate**” shall mean, as to any Person, any other Person which directly or indirectly is in Control of, is Controlled by, or is under common Control with, such Person and is organized by such Person (or any person Controlling such person) primarily for making equity or debt investments in the Parent Guarantor or any of its direct or indirect parent company.

“**Convertible Indebtedness**” means Indebtedness of the Parent Guarantor or any Restricted Subsidiary (which may be guaranteed by the Guarantors or any Restricted Subsidiary) permitted to be

incurred hereunder that is either (a) convertible into or exchangeable for Capital Stock of the Parent Guarantor (and cash in lieu of fractional shares) or cash (in an amount determined by reference to the price of such Capital Stock or a market measure of such Capital Stock), or a combination thereof or (b) sold as units with call options, warrants or rights to purchase (or substantially equivalent derivative transactions) that are exercisable for Qualified Capital Stock of the Parent Guarantor or cash (in an amount determined by reference to the price of such Qualified Capital Stock).

“Copyright” means all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications.

“Cost Saving Initiative” means any operating improvement, restructuring, cost savings initiative or similar initiative (including the effect of arrangements or efficiencies from the shifting of production of one or more products from one manufacturing facility to another) and/or specified transaction, in each case prior to, on or after the Closing Date.

“Covered Agreement” has the meaning assigned to such term in [Section 6.03\(d\)](#).

“Credit Extension” means each of (i) the making of a Revolving Loan or Swingline Loan or (ii) the issuance, amendment, modification or extension of any Letter of Credit (other than any such amendment, modification or extension that does not increase the Stated Amount of the relevant Letter of Credit).

“Credit Facilities” means the Revolving Facility and the Term Facility.

“Cure Amount” has the meaning assigned to such term in [Section 6.15\(c\)](#).

“Cure Right” has the meaning assigned to such term in [Section 6.15\(c\)](#).

“Current Assets” means, at any date, all assets of the Parent Guarantor and its Restricted Subsidiaries which under IFRS would be classified as current assets (excluding any (i) cash or Cash Equivalents (including cash and Cash Equivalents held on deposit for third parties by the Parent Guarantor and/or any Restricted Subsidiary), (ii) permitted loans to third parties, (iii) deferred bank fees and derivative financial instruments related to Indebtedness, (iv) the current portion of current and deferred Taxes and (v) assets held for sale or pension assets).

“Current Liabilities” means, at any date, all liabilities of the Parent Guarantor and its Restricted Subsidiaries which under IFRS would be classified as current liabilities, other than (i) current maturities of long term debt, (ii) outstanding revolving loans and letter of credit exposure, (iii) accruals of Consolidated Interest Expense (excluding Consolidated Interest Expense that is due and unpaid), (iv) obligations in respect of derivative financial instruments related to Indebtedness, (v) the current portion of current and deferred Taxes, (vi) liabilities in respect of unpaid earnouts, (vii) accruals relating to restructuring reserves, (viii) liabilities in respect of funds of third parties on deposit with the Parent Guarantor and/or any Restricted Subsidiary, (ix) the current portion of any Finance Lease and the current portion of any Non-Finance Lease Obligation that is otherwise required to be capitalized, (x) any liabilities recorded in connection with stock based awards, partnership interest based awards, awards of profits interests, deferred compensation awards and similar initiative based compensation awards or arrangements and (xi) the current portion of any other long term liability for borrowed money.

“Customary Term A Loans” means any term loans that are syndicated primarily to Persons regulated as banks in the primary syndication thereof, that, when made, have scheduled amortization of at

least 2.5% per year prior to maturity, and that contain other provisions customary for “term A loans,” as reasonably determined by the Parent Guarantor in consultation with the Administrative Agent; provided, that no Customary Term A Loans may mature earlier than the Initial Revolving Credit Maturity Date or have scheduled amortization of greater than 10% per annum prior to the Initial Revolving Credit Maturity Date.

“**Daily Simple SOFR**” means, for any day (a “SOFR Rate Day”), a rate per annum equal to the greater of (a) SOFR for the day (such day “*i*”) that is five U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the NYFRB’s Website, and (b) the Floor. If by 5:00 pm (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any day “*i*”, the SOFR in respect of such day “*i*” has not been published on the SOFR Administrator’s Website, then the SOFR for such day “*i*” will be the SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the NYFRB’s Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

“**Debt Fund Affiliate**” means any Affiliate (other than a natural person) of the Parent Guarantor that is a bona fide debt fund or investment vehicle that is engaged in, or advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of business.

“**Debtor Relief Laws**” means the Bankruptcy Code of the U.S., the BIA, the CCAA, the WURA and the CBCA, and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, arrangement, administration, receivership, insolvency, statutory management administration, reorganization, corporate arrangement or restructuring or similar debtor relief laws of the U.S., Canada or any other applicable jurisdiction (including under any Obligor Jurisdiction) from time to time in effect and affecting the rights of creditors generally.

“**Declined Proceeds**” has the meaning assigned to such term in Section 2.11(b)(v).

“**Default**” means any event or condition which upon notice, lapse of time or both would become an Event of Default.

“**Defaulting Lender**” means any Lender that has (a) defaulted in its obligations under this Agreement, including without limitation, to make a Loan within two Business Days of the date required to be made by it hereunder or to fund its participation in a Letter of Credit or Swingline Loan required to be funded by it hereunder within two Business Days of the date such obligation arose or such Loan, Letter of Credit or Swingline Loan was required to be made or funded, (b) notified the Administrative Agent, any Issuing Bank or the Swingline Lender or any Loan Party in writing that it does not intend to satisfy any such obligation or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under agreements in which it commits to extend credit generally (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s good faith determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) failed, within two Business Days after the request of the Administrative Agent or the Parent Guarantor, to confirm in writing that it will comply with the terms of this Agreement relating to its obligations to fund prospective

Loans and participations in then outstanding Letters of Credit and Swingline Loans; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent, (d) become (or any parent company thereof has become) insolvent or been determined by any Governmental Authority having regulatory authority over such Person or its assets, to be insolvent, or the assets or management of which has been taken over by any Governmental Authority, (e) become (or any parent company thereof has become) the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment, unless in the case of any Lender subject to this clause (e), the Parent Guarantor and the Administrative Agent shall each have determined that such Lender intends, and has all approvals required to enable it (in form and substance satisfactory to the Parent Guarantor and the Administrative Agent), to continue to perform its obligations as a Lender hereunder or (f) become (or any parent company thereof has become) the subject of a Bail-In Action; provided that no Lender shall be deemed to be a Defaulting Lender solely by virtue of the ownership or acquisition of any Capital Stock in such Lender or its parent by any Governmental Authority; provided that such action does not result in or provide such Lender with immunity from the jurisdiction of courts within the U.S. or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contract or agreement to which such Lender is a party.

“Delaware Divided LLC” means any Delaware LLC formed upon the consummation of a Delaware LLC Division.

“Delaware LLC” means any limited liability company organized or formed under the laws of the State of Delaware.

“Delaware LLC Division” means the statutory division of any Delaware LLC into two or more Delaware LLCs pursuant to Section 18-217 of the Delaware Limited Liability Company Act.

“Deposit Account” means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, excluding, for the avoidance of doubt, any investment property (within the meaning of the UCC) or any account evidenced by an instrument or negotiable certificate of deposit (within the meaning of the UCC).

“Derivative Transaction” means (a) any interest-rate transaction, including any interest-rate swap, basis swap, forward rate agreement, interest rate option (including a cap, collar or floor), and any other instrument linked to interest rates that gives rise to similar credit risks (including when-issued securities and forward deposits accepted), (b) any exchange-rate transaction, including any cross-currency interest-rate swap, any forward foreign-exchange contract, any currency option, and any other instrument linked to exchange rates that gives rise to similar credit risks, (c) any equity derivative transaction, including any equity-linked swap, any equity-linked option, any forward equity-linked contract, and any other instrument linked to equities that gives rise to similar credit risk and (d) any commodity (including precious metal) derivative transaction, including any commodity-linked swap, any commodity-linked option, any forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks; provided, that (i) no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees, members of management, managers or consultants of the Parent Guarantor or its subsidiaries shall constitute a Derivative Transaction and (ii) no Packaged Right, Permitted Bond Hedge Transaction or Permitted Warrant Transaction shall, in each case, constitute a Derivative Transaction.

“Designated Non-Cash Consideration” means the fair market value (as determined by the Parent Guarantor in good faith) of non-Cash consideration received by the Parent Guarantor or any Restricted Subsidiary in connection with any Disposition pursuant to Section 6.07(h) and/or Section 6.08 that is designated as Designated Non-Cash Consideration (which amount will be reduced by the amount of Cash or Cash Equivalents received in connection with a subsequent sale or conversion of such Designated Non-Cash Consideration to Cash or Cash Equivalents).

“Discount Range” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Disposition” or **“Dispose”** means the sale, lease, sublease or other disposition of any property of any Person, including any disposition of property to a Delaware Divided LLC pursuant to a Delaware LLC Division. The fair market value of any assets or other property Disposed of shall be determined by the Parent Guarantor in good faith and shall be measured at the time provided for in Section 1.04(e).

“Disposition Consideration” means for any Disposition, the fair market value of any assets sold, leased, subleased or otherwise disposed of.

“Disqualified Capital Stock” means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued (it being understood that if any such redemption is in part, only such part coming into effect prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued shall constitute Disqualified Capital Stock), (b) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Capital Stock that would constitute Disqualified Capital Stock, in each case at any time prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued (it being understood that if any such conversion or exchange is in part, only such part coming into effect prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued shall constitute Disqualified Capital Stock), (c) contains any mandatory repurchase obligation or any other repurchase obligation at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, which may come into effect prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued (it being understood that if any such repurchase obligation is in part, only such part coming into effect prior to 91 days following such Latest Maturity Date at the time such Capital Stock is issued shall constitute Disqualified Capital Stock) or (d) provides for the scheduled payments of dividends in Cash prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued; provided that any Capital Stock that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Capital Stock upon the occurrence of any change of control, public offering or any Disposition occurring prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued shall not constitute Disqualified Capital Stock if such Capital Stock provides that the issuer thereof will not redeem any such Capital Stock pursuant to such provisions prior to the Termination Date.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued pursuant to any plan for the benefit of directors, officers, employees, members of management, managers or consultants or by any such plan to such directors, officers, employees, members of management, managers or consultants, in each case in the ordinary course of business of the Parent Guarantor or any Restricted Subsidiary, such

Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations and (B) no Capital Stock held by any Permitted Payee shall be considered Disqualified Capital Stock because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

“Disqualified Institution” means:

(a) (i) any Person identified as such in writing to the Arrangers on or prior to the Closing Date by way of list from the Parent Guarantor (or its attorneys on such date), (ii) any Affiliate of any Person described in clause (i) above that is reasonably identifiable as an Affiliate of such Person solely on the basis of such Affiliate’s name and (iii) any other Affiliate of any Person described in clause (i) above that is identified by the Parent Guarantor in a written notice to the Arrangers (if prior to the Closing Date) or upon three Business Days prior written notice to the Administrative Agent (if after the Closing Date) (other than Bona Fide Debt Funds other than such Bona Fide Debt Funds excluded pursuant to clause (a)(i) of this paragraph) (each such person described in clauses (i) through (iii) above, a **“Disqualified Lending Institution”**); and

(b) (i) any Person that is or becomes a Company Competitor and/or any Affiliate of any Company Competitor (other than any Affiliate that is a Bona Fide Debt Fund) and is identified by the Parent Guarantor (or its attorneys) as such in writing to the Arrangers (if prior to the Closing Date) or upon three Business Days prior written notice to the Administrative Agent (if after the Closing Date), (ii) any Affiliate of any Person described in clause (i) above (other than any Affiliate that is a Bona Fide Debt Fund) that is reasonably identifiable as an Affiliate of such person solely on the basis of such Affiliate’s name and (iii) any other Affiliate of any Person described in clause (i) above that is identified by the Parent Guarantor in a written notice to the Arrangers (if prior to the Closing Date) or upon three Business Days prior written notice to the Administrative Agent (if after the Closing Date) (it being understood and agreed that no Bona Fide Debt Fund may be designated as a Disqualified Institution pursuant to this clause (iii)), but such Bona Fide Debt Fund may be designated as a Disqualified Lending Institution pursuant to clause (a) above);

it being understood and agreed that (i) no written notice delivered pursuant to clauses (a)(iii), (b)(i) and/or (b)(iii) above shall apply retroactively to disqualify any Persons that have entered into a trade to acquire or any Person that has previously acquired an assignment or participation interest in any Loans if such Person was not a Disqualified Institution at the time of acquisition of such assignment or granting of such participation interest, (ii) any written notice delivered pursuant to clauses (a)(iii), (b)(i) and/or (b)(iii) above shall be sent to the following email address at JPM in order to be deemed received or effective: mailto: [***] and (iii) any written notice delivered pursuant to clauses (a)(iii), (b)(i) and/or (b)(iii) above shall not be effective until at least three Business Days following receipt by the Administrative Agent (and if disclosure to the Lenders is permitted, until at least three Business Days following disclosure to the Lenders). Notwithstanding the foregoing, the Parent Guarantor may, in respect of any assignment or participation, consent in writing to such assignment or participation being an assignment or participation to a Person that would otherwise be a Disqualified Institution (provided such writing includes a statement that the Parent Guarantor is aware such Person would otherwise be a Disqualified Institution), in which case such Person shall not be a Disqualified Institution for purposes of such assignment or participation.

“Disqualified Lending Institution” has the meaning assigned to such term in the definition of “Disqualified Institution”.

“**Disqualified Person**” has the meaning assigned to such term in Section 10.05(f).

“**Dollar Equivalent**” means, at any time, (a) with respect to any amount denominated in Dollars, such amount, (b) with respect to any amount denominated in an Alternate Currency, the equivalent amount thereof in Dollars as determined by using the rate of exchange for the purchase of dollars with the Alternate Currency last provided (either by publication or otherwise provided to the Administrative Agent) by Reuters on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of Dollars with the Alternate Currency, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion) and (c) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion.

“**Dollars**” or “**\$**” refers to lawful money of the U.S.

“**Dutch Auction**” means an auction (an “**Auction**”) conducted by any Affiliated Lender or any Debt Fund Affiliate (any such Person, the “**Auction Party**”) in order to purchase Initial Term Loans (or any Additional Term Loans), in accordance with the following procedures (as may be modified by such Affiliated Lender or Debt Fund Affiliate (as applicable) and the applicable “auction agent” in connection with a particular Auction transaction); provided that no Auction Party shall initiate any Auction unless (I) at least five Business Days have passed since the consummation of the most recent purchase of Term Loans pursuant to an Auction conducted hereunder; or (II) at least three Business Days have passed since the date of the last Failed Auction (or equivalent) which was withdrawn:

(a) Notice Procedures. In connection with any Auction, the Auction Party will provide notification to the Auction Agent (for distribution to the relevant Lenders) of the Term Loans that will be the subject of the Auction (an “**Auction Notice**”). Each Auction Notice shall be in a form reasonably acceptable to the Auction Agent and shall (i) specify the maximum aggregate principal amount of the Term Loans subject to the Auction, in a minimum amount of \$10,000,000 and whole increments of \$1,000,000 in excess thereof (or, in any case, such lesser amount of such Term Loans then outstanding or which is otherwise reasonably acceptable to the Auction Agent and the Administrative Agent (if different from the Auction Agent)) (the “**Auction Amount**”), (ii) specify the discount to par (which may be a range (the “**Discount Range**”) of percentages of the par principal amount of the Term Loans subject to such Auction), that represents the range of purchase prices that the Auction Party would be willing to accept in the Auction, (iii) be extended, at the sole discretion of the Auction Party, to (x) each Lender and/or (y) each Lender with respect to any Term Loan on an individual Class basis and (iv) remain outstanding through the Auction Response Date. The Auction Agent will promptly provide each appropriate Lender with a copy of the Auction Notice and a form of the Return Bid to be submitted by a responding Lender to the Auction Agent (or its delegate) by no later than 5:00 p.m. on the date specified in the Auction Notice (or such later date as the Auction Party may agree with the reasonable consent of the Auction Agent) (the “**Auction Response Date**”).

(b) Reply Procedures. In connection with any Auction, each Lender holding the relevant Term Loans subject to such Auction may, in its sole discretion, participate in such Auction and may provide the Auction Agent with a notice of participation (the “**Return Bid**”) which shall be in a form reasonably acceptable to the Auction Agent, and shall specify (i) a

discount to par (that must be expressed as a price at which it is willing to sell all or any portion of such Term Loans) (the “**Reply Price**”), which (when expressed as a percentage of the par principal amount of such Term Loans) must be within the Discount Range and (ii) a principal amount of such Term Loans, which must be in whole increments of \$1,000,000 (or, in any case, such lesser amount of such Term Loans of such Lender then outstanding or which is otherwise reasonably acceptable to the Auction Agent) (the “**Reply Amount**”). Lenders may only submit one Return Bid per Auction, but each Return Bid may contain up to three bids only one of which may result in a Qualifying Bid. In addition to the Return Bid, the participating Lender must execute and deliver, to be held in escrow by the Auction Agent, an Assignment and Assumption with the dollar amount of the Term Loans to be assigned to be left in blank, which amount shall be completed by the Auction Agent in accordance with the final determination of such Lender’s Qualifying Bid pursuant to clause (c) below. Any Lender whose Return Bid is not received by the Auction Agent by the Auction Response Date shall be deemed to have declined to participate in the relevant Auction with respect to all of its Term Loans.

(c) Acceptance Procedures. Based on the Reply Prices and Reply Amounts received by the Auction Agent prior to the applicable Auction Response Date, the Auction Agent, in consultation with the Auction Party, will determine the applicable price (the “**Applicable Price**”) for the Auction, which will be the lowest Reply Price for which the Auction Party can complete the Auction at the Auction Amount; provided that, in the event that the Reply Amounts are insufficient to allow the Auction Party to complete a purchase of the entire Auction Amount (any such Auction, a “**Failed Auction**”), the Auction Party shall either, at its election, (i) withdraw the Auction or (ii) complete the Auction at an Applicable Price equal to the highest Reply Price. The Auction Party shall purchase the relevant Term Loans (or the respective portions thereof) from each Lender with a Reply Price that is equal to or lower than the Applicable Price (“**Qualifying Bids**”) at the Applicable Price; provided that if the aggregate proceeds required to purchase all Term Loans subject to Qualifying Bids would exceed the Auction Amount for such Auction, the Auction Party shall purchase such Term Loans at the Applicable Price ratably based on the principal amounts of such Qualifying Bids (subject to rounding requirements specified by the Auction Agent in its discretion). If a Lender has submitted a Return Bid containing multiple bids at different Reply Prices, only the bid with the lowest Reply Price that is equal to or less than the Applicable Price will be deemed to be the Qualifying Bid of such Lender (e.g., a Reply Price of \$100 with a discount to par of 1.00%, when compared to an Applicable Price of \$100 with a 2.00% discount to par, will not be deemed to be a Qualifying Bid, while, however, a Reply Price of \$100 with a discount to par of 2.50% would be deemed to be a Qualifying Bid). The Auction Agent shall promptly, and in any case within five Business Days following the Auction Response Date with respect to an Auction, notify (I) the Parent Guarantor of the respective Lenders’ responses to such solicitation, the effective date of the purchase of Term Loans pursuant to such Auction, the Applicable Price, and the aggregate principal amount of the Term Loans and the tranches thereof to be purchased pursuant to such Auction, (II) each participating Lender of the effective date of the purchase of Term Loans pursuant to such Auction, the Applicable Price, and the aggregate principal amount and the tranches of Term Loans to be purchased at the Applicable Price on such date, (III) each participating Lender of the aggregate principal amount and the tranches of the Term Loans of such Lender to be purchased at the Applicable Price on such date and (IV) if applicable, each participating Lender of any rounding and/or proration pursuant to the second preceding sentence. Each determination by the Auction Agent of the amounts stated in the foregoing notices to the Parent Guarantor and Lenders shall be conclusive and binding for all purposes absent manifest error.

(d) Additional Procedures.

(i) Once initiated by an Auction Notice, the Auction Party may not withdraw an Auction other than a Failed Auction. Furthermore, in connection with any Auction, upon submission by a Lender of a Qualifying Bid, such Lender (each, a **“Qualifying Lender”**) will be obligated to sell the entirety or its allocable portion of the Reply Amount, as the case may be, at the Applicable Price.

(ii) To the extent not expressly provided for herein, each purchase of Term Loans pursuant to an Auction shall be consummated pursuant to procedures consistent with the provisions in this definition, established by the Auction Agent acting in its reasonable discretion and as reasonably agreed by the Parent Guarantor.

(iii) In connection with any Auction, the Parent Guarantor and the Lenders acknowledge and agree that the Auction Agent may require as a condition to any Auction, the payment of customary fees and expenses by the Auction Party in connection therewith as agreed between the Auction Party and the Auction Agent.

(iv) Notwithstanding anything in any Loan Document to the contrary, for purposes of this definition, each notice or other communication required to be delivered or otherwise provided to the Auction Agent (or its delegate) shall be deemed to have been given upon the Auction Agent’s (or its delegate’s) actual receipt during normal business hours of such notice or communication; provided that any notice or communication actually received outside of normal business hours shall be deemed to have been given as of the opening of business on the next Business Day.

(v) The Parent Guarantor and the Lenders acknowledge and agree that the Auction Agent may perform any and all of its duties under this definition by itself or through any Affiliate of the Auction Agent and expressly consent to any such delegation of duties by the Auction Agent to such Affiliate and the performance of such delegated duties by such Affiliate. The exculpatory provisions pursuant to this Agreement shall apply to each Affiliate of the Auction Agent and its respective activities in connection with any purchase of Term Loans provided for in this definition as well as activities of the Auction Agent.

“ECF Deductions” has the meaning assigned to such term in Section 2.11(b)(i)(B).

“ECF Prepayment Amount” has the meaning assigned to such term in Section 2.11(b)(i).

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Yield” means, as to any Indebtedness, the effective yield applicable thereto calculated by the Administrative Agent, in consultation with the Parent Guarantor in a manner consistent with generally accepted financial practices, taking into account (a) interest rate margins, (b) interest rate floors (subject to the proviso set forth below), (c) any amendment to the relevant interest rate margins and interest rate floors prior to the applicable date of determination and (d) original issue discount and upfront or similar fees (based on an assumed four-year average life to maturity or lesser remaining average life to maturity), but excluding (i) any advisory, arrangement, commitment, consent, structuring, success, underwriting, ticking, unused line fees, amendment fees and/or any similar fees payable in connection therewith (regardless of whether any such fees are paid to or shared in whole or in part with any lender) and (ii) any other fee that is not paid directly by the Borrowers generally to all relevant lenders ratably (or, if only one lender (or affiliated group of lenders) is providing such Indebtedness, are fees of the type not customarily shared with lenders generally); provided, that with respect to any Indebtedness that includes a “floor”, that (A) to the extent that the Eurocurrency Rate (for an Interest Period of three months) or Alternate Base Rate (in each case without giving effect to any floor specified in the definitions thereof on the date on which the Effective Yield is being calculated) is less than such floor, the amount of such difference will be deemed added to the interest rate margin applicable to such Indebtedness for purposes of calculating the Effective Yield and (B) to the extent that the Eurocurrency Rate (for an Interest Period of three months) or Alternate Base Rate (in each case, without giving effect to any floor specified in the definitions thereof) is greater than such floor, the floor will be disregarded in calculating the Effective Yield.

“Eligible Assignee” means (a) any Lender, (b) any commercial bank, insurance company, finance company, financial institution, any fund that invests in loans or any other “accredited investor” (as defined in Regulation D of the Securities Act), (c) any Affiliate of any Lender, (d) any Approved Fund of any Lender or (e) to the extent permitted under Section 10.05(g), any Affiliated Lender or any Debt Fund Affiliate; provided that in any event, “Eligible Assignee” shall not include (i) any natural person or any investment vehicle established primarily for the benefit of a natural person, (ii) any Disqualified Institution or Defaulting Lender or (iii) except as permitted under Section 10.05(g), the Parent Guarantor or any of its Affiliates.

“Employee Benefit Plan” means any “employee benefit plan” as defined in Section 3(3) of ERISA (regardless of whether such plan is subject to ERISA) which is sponsored, maintained or contributed to by, or required to be contributed to by, the Parent Guarantor or any of its Restricted Subsidiaries.

“Environmental Claim” means any written investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order, decree or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law or (b) in connection with any actual or alleged Release or threat of Release of any Hazardous Materials.

“Environmental Laws” means any and all applicable foreign or domestic, federal, state, provincial, territorial or local (or any subdivision thereof), statutes, ordinances, orders, decrees, rules, regulations, judgments, Governmental Authorizations, or any other applicable binding requirements of Governmental Authorities or the common law relating to (a) pollution or the protection of the environment or natural resources, occupational safety and health and industrial hygiene (to the extent relating to the exposure to hazardous materials) or other environmental matters or (b) any Hazardous Materials Activity or any exposure to any hazardous material.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that is (a) a member of a controlled group of corporations within the meaning of Section 414(b) of the Code with the Parent Guarantor or any of its Restricted Subsidiaries or (b) a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Code with the Parent Guarantor or any of its Restricted Subsidiaries or (c) for purposes of provisions relating to Section 302 of ERISA or Section 412 of the Code, treated as a “single employer” with the Parent Guarantor or any of its Restricted Subsidiaries under Section 414(m) or (o) of the Code.

“ERISA Event” means (a) a “reportable event” within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the 30-day notice period has been waived), (b) the failure of any Pension Plan to satisfy a minimum funding standard under Section 412 of the Code, (c) the filing of any request for, or receipt of, a minimum funding waiver under Section 412 of the Code with respect to any Pension Plan, (d) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) or Section 302 of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA, (e) the withdrawal by the Parent Guarantor, any of its Restricted Subsidiaries or any ERISA Affiliate from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to the Parent Guarantor or any of its Restricted Subsidiaries or ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA, (f) the institution by the PBGC of proceedings to terminate any Pension Plan, (g) the imposition of liability on the Parent Guarantor, any of its Restricted Subsidiaries or any ERISA Affiliate pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA, (h) a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) of the Parent Guarantor, any of its Restricted Subsidiaries or any ERISA Affiliate from any Multiemployer Plan if there is any potential liability under Title IV of ERISA for Parent Guarantor or any of its Restricted Subsidiaries, (i) the receipt by the Parent Guarantor, any of its Restricted Subsidiaries or any ERISA Affiliate of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA, (j) the incurrence of liability or the imposition of a Lien pursuant to Section 436 or 430(k) of the Code or pursuant to Title IV of ERISA with respect to any Pension Plan or (k) the imposition of any liability under Title IV of ERISA, other than PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Parent Guarantor or any of its Restricted Subsidiaries.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“EUR Term Loan Borrower” has the meaning assigned to such term in the Recitals to this Agreement.

“EURIBO Screen Rate” means rate per annum determined by the Administrative Agent to be the Euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for deposits in Euros (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters as of 11:00 a.m. Brussels time two TARGET Days prior to the commencement of such Interest Period. If such page or service ceases to be available, the Administrative Agent may specify another page or service displaying the relevant rate after consultation with the Parent Guarantor.

“Euro” or **“€”** means the single currency of the European Union as constituted by the Treaty on European Union.

“Eurocurrency Rate” means:

(i) for any Interest Period as to any Eurocurrency Rate Loan denominated in Dollars, the Term SOFR with tenor equal to such Interest Period; and

(ii) for any Interest Period as to any Eurocurrency Rate Loan denominated in Euros, the EURIBO Screen Rate with tenor equal to such Interest Period (or if the EURIBO Screen Rate shall not be available at such time for such Interest Period (an “**Impacted Interest Period**”) then the “Eurocurrency Rate” with respect to such Eurocurrency Rate Loan denominated in Euros for such Interest Period shall be the Interpolated Rate);

provided that (a) solely with respect to the Initial Revolving Loans, if any such rate determined pursuant to the preceding clauses (i) or (ii) is less than zero, the Eurocurrency Rate will be deemed to be zero and (b) solely with respect to the Initial Term Loans, if any such rate determined pursuant to the preceding clauses (i) or (ii) is less than 0%, the Eurocurrency Rate will be deemed to be 0%.

“Event of Default” has the meaning assigned to such term in Section 8.01.

“Excess Cash Flow” means, for any Excess Cash Flow Period, an amount (if positive) equal to:

(a) the sum, without duplication, of the amounts for such period of the following:

(i) Consolidated Adjusted EBITDA for such period without giving effect to clause (b)(x) of the definition thereof, plus

(ii) the Consolidated Working Capital Adjustment for such period, plus

(iii) cash gains of the type described in clauses (b), (c), (d), (e) and (f) of the definition of “Consolidated Net Income”, to the extent not otherwise included in calculating Consolidated Adjusted EBITDA (except to the extent such gains consist of proceeds utilized in calculating Net Proceeds falling under paragraph (a) of the definition thereof or Net Insurance/Condemnation Proceeds subject to Section 2.11(b)(ii)), plus

(iv) to the extent not otherwise included in the calculation of Consolidated Adjusted EBITDA for such period, cash payments received by the Parent Guarantor or any of its Restricted Subsidiaries with respect to amounts deducted from Excess Cash Flow in a prior period pursuant to clause (b)(iv) below, minus

(b) the sum, without duplication, of the amounts for such period (or, in the case of clauses (b)(i), (b)(ii), (b)(iv), (b)(vi), (b)(vii), (b)(viii), (b)(ix), (b)(x) and (b)(xi) at the option of the Parent Guarantor, amounts after such period to the extent paid prior to the date of the applicable Excess Cash Flow payment) of the following:

(i) the aggregate principal amount of (A) all optional prepayments of, or other Cash payments to reduce the outstanding amount of, Indebtedness (other than any (1) optional prepayment of, or other Cash payments to reduce the outstanding amount of, Indebtedness that is deducted in calculating the amount of any Excess Cash Flow payment in accordance with Section 2.11(b)(i) or (2) revolving Indebtedness except to the extent any related commitment is permanently reduced in connection with such repayment), (B) all mandatory prepayments and scheduled repayments of Indebtedness and (C) the aggregate amount of any premiums, make-whole or penalty payments

actually paid in Cash by the Parent Guarantor and/or any Restricted Subsidiary that are or were required to be made in connection with any prepayment of Indebtedness, in each case, except to the extent financed with long-term funded Indebtedness (other than revolving Indebtedness), plus

(ii) amounts added back under (A) clauses (b)(i) and (b)(ii) of the definition of “Consolidated Adjusted EBITDA” to the extent paid or payable in Cash or (B) clause (xvii) of the definition of “Consolidated Adjusted EBITDA”, plus

(iii) any foreign transactional or translation losses paid or payable in Cash (including any currency re-measurement of Indebtedness, any net gain or loss resulting from Hedge Agreements for currency exchange risk resulting from any intercompany Indebtedness, any foreign currency translation or transaction or any other currency-related risk) to the extent included in calculating Consolidated Adjusted EBITDA, plus

(iv) amounts added back under (A) clauses (b)(viii), (b)(x), (b)(xii), (b)(xiv), (b)(xix) or (b)(xx) of the definition of “Consolidated Adjusted EBITDA” or (B) the last paragraph of the definition of Consolidated Net Income with respect to business interruption insurance, in each case to the extent such amounts have not yet been received by the Parent Guarantor or its Restricted Subsidiaries, plus

(v) an amount equal to (A) all Charges either (1) excluded in calculating Consolidated Net Income or (2) added back in calculating Consolidated Adjusted EBITDA, in each case, to the extent paid or payable in Cash and (B) all non-Cash credits included in calculating Consolidated Net Income or Consolidated Adjusted EBITDA, plus

(vi) to the extent not expensed (or exceeding the amount expensed) during such period or not deducted (or exceeding the amount deducted) in calculating Consolidated Net Income, the aggregate amount of Charges paid or payable in Cash by the Parent Guarantor and its Restricted Subsidiaries during such period, other than to the extent financed with long-term funded Indebtedness (other than revolving Indebtedness), plus

(vii) Cash payments (other than in respect of Taxes, which are governed by clause (ii) above) made during such period for any liability the accrual of which in a prior period did not reduce Consolidated Adjusted EBITDA and therefore increased Excess Cash Flow in such prior period (provided there was no other deduction to Consolidated Adjusted EBITDA or Excess Cash Flow related to such payment), except to the extent financed with long term funded Indebtedness (other than revolving Indebtedness), plus

(viii) amounts paid in Cash (except to the extent financed with long term funded Indebtedness (other than revolving Indebtedness)) during such period on account of (A) items that were accounted for as non-Cash reductions of Consolidated Net Income or Consolidated Adjusted EBITDA in a prior period and (B) reserves or amounts established in purchase accounting to the extent such reserves or amounts are added back to, or not deducted from, Consolidated Net Income, plus

(ix) the amount of any payment of Cash to be amortized or expensed over a future period and recorded as a long-term asset, plus

(x) the amount of any Tax obligation of the Parent Guarantor and/or any Restricted Subsidiary that is estimated in good faith by the Parent Guarantor as due and payable (but is not currently due and payable) by the Parent Guarantor and/or any Restricted Subsidiary as a result of the repatriation of any dividend or similar distribution of net income of any Foreign Subsidiary to the Parent Guarantor and/or any Restricted Subsidiary, plus

(xi) Cash payments in respect of any Restricted Payments set forth in Sections 6.04(a)(iii), 6.04(a)(vi) and/or 6.04(a)(xiii) (or otherwise consented to by the Required Lenders) or any distributions, dividends or other similar payments made to the holders of any minority interest in any Restricted Subsidiary (other than any Restricted Payments, distributions, dividends or other similar payments that are deducted in calculating the amount of any Excess Cash Flow payment in accordance with Section 2.11(b)(i)); plus

(xii) the aggregate amount of any extraordinary, exceptional, unusual, special or non-recurring cash Charges paid or payable during such period (whether or not incurred in such Excess Cash Flow Period) that were excluded in calculating Consolidated Adjusted EBITDA (including any component definition used therein) for such period.

“Excess Cash Flow Period” means each full Fiscal Year of the Parent Guarantor ending after the Closing Date (commencing, for the avoidance of doubt, with the Fiscal Year ending on December 31, 2025).

“Exchange Act” means the Securities Exchange Act of 1934 and the rules and regulations of the SEC promulgated thereunder.

“Excluded Account” shall mean, with respect to any applicable Loan Party, any “Excluded Account” as defined in each applicable Collateral Document to the extent applicable to such Loan Party.

“Excluded Assets” shall mean certain property excluded from the Collateral, including:

(1) any lease, license, contract or agreement to which any Loan Party is a party, and any of its rights or interest thereunder (or, with respect to clause (i), any other asset), if and to the extent that a security interest is prohibited by or in violation of (or would result in a loss of material rights under) (i) any law, rule or regulation applicable to such Loan Party, or (ii) a term, provision or condition of any such lease, license, contract or agreement (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code, the PPSA or principles of equity); provided, however, that the Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition (or condition causing such violation, breach, termination or loss of right) shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract or agreement not subject to the prohibitions specified in clause (i) or (ii) above; provided further that the exclusions referred to in this clause (1) shall not include any proceeds of any such lease, license, contract or agreement unless such proceeds result in the consequences described in this clause (1) after giving effect to the first proviso in this clause (1);

- (2) any Excluded Securities;
- (3) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1 of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable Federal law;
- (4) any motor vehicles and any other asset subject to certificates of title to the extent that a Lien thereon cannot be perfected by the filing of “all assets” financing statements or similar filings under the UCC or any other equivalent law, including the PPSA in the applicable Loan Party’s jurisdiction of organization or, if applicable, where such asset is situated;
- (5) any Letter-of-Credit Rights (other than any Letter-of-Credit-Rights constituting a Supporting Obligation (as defined in the UCC) for a receivable or other Collateral in which the Collateral Agent has a valid and perfected security interest) to the extent that a Lien thereon cannot be perfected by the filing of “all assets” financing statements or similar filings under the UCC or any other equivalent law, including the PPSA in the applicable Loan Party’s jurisdiction of organization;
- (6) Excluded Accounts;
- (7) any assets owned by any Loan Party on the date hereof or hereafter acquired and any proceeds thereof (or related assets) that are subject to a Lien securing Indebtedness incurred in connection with a Finance Lease, purchase money Indebtedness or other Indebtedness incurred to finance the acquisition of such assets permitted to be incurred pursuant to this Agreement to the extent and for so long as the contract or other agreement in which such Lien is granted (or the documentation providing for applicable purchase money Indebtedness) validly prohibits the creation of any other Lien on such assets and proceeds in a manner permitted by Section 6.03;
- (8) any property or assets in circumstances where the cost, burden or consequences (including adverse tax consequences) of obtaining or perfecting a security interest in such property or assets (including on account of any need to obtain consents or approvals, and the effect of the ability of the relevant Loan Party to conduct its operations and business in the ordinary course), as determined in good faith by the Parent Guarantor and the Administrative Agent in writing (which may be via email), are excessive in relation to the practical benefit afforded to the Secured Parties;
- (9) any property constituting or that is the proceeds of aircraft, aircraft engines, satellites, ships or railroad rolling stock (unless any such property or assets are pledged as collateral in respect of any Incremental Equivalent Debt that is secured on a pari passu basis with the Obligations) to the extent that a Lien thereon cannot be perfected by the filing of “all assets” financing statements or similar filings under the UCC or any other equivalent law, including the PPSA in the applicable Loan Party’s jurisdiction of organization or, if applicable, where such asset is situated;
- (10) any real property or real property interest that is not a Material Real Estate Asset or any Flood Hazard Property;

(11) any governmental or regulatory license or state, provincial, municipal or local franchise, charter, consent, permit or authorization to the extent the granting of a security interest therein is prohibited or restricted thereby or by applicable Requirements of Law; provided, however, that any such asset will only constitute an Excluded Asset under this clause (11) to the extent such prohibition or restriction would not be rendered ineffective pursuant to applicable anti-assignment provisions of the UCC of any relevant jurisdiction, the PPSA or other similar applicable law; provided further that the exclusions referred to in this clause (11) shall not include any proceeds of any such license, franchise, charter, consent, permit or authorization unless such proceeds independently constitute an Excluded Asset;

(12) any asset or property (including Capital Stock) the grant or perfection of a security interest in which would result in material adverse tax or regulatory consequences to any Loan Party or any of its subsidiaries as determined by the Parent Guarantor in good faith in writing (which may be via email) following consultation with the Administrative Agent; provided that this clause (12), as related to material adverse tax consequences, shall not apply to any asset or property that is owned by the Parent Guarantor or any of its Subsidiaries on the Closing Date and that is not an Excluded Asset on the Closing Date (determined without regard to this clause (12));

(13) Receivables Facility Assets (or interests therein) (including, without limitation, any trade receivables held by the Parent Guarantor and/or any Restricted Subsidiary) sold or otherwise transferred to a Receivables Subsidiary or otherwise pledged, transferred or sold, in each case, in connection with a Qualified Receivables Facility;

(14) any consumer goods (as defined in the PPSA) of any Canadian Loan Party;

(15) the last day of the term of any lease or agreement for lease of real property of any Canadian Loan Party; provided that such last day will be held by such Canadian Loan Party in trust for the Collateral Agent and, on the Collateral Agent's exercise of any of its rights or remedies under the applicable Collateral Document following an Event of Default, shall be assigned by such Canadian Loan Party as directed by the Collateral Agent; and

(16) any Commercial Tort Claim involving a claim of less than \$25,000,000 (as determined in good faith by the Parent Guarantor).

"Excluded Proceeds" has the meaning assigned to such term in Section 2.11(b)(ii).

"Excluded Security" shall mean (i) any Capital Stock or other security representing voting Capital Stock in any Specified Foreign Subsidiary or FSHCO, other than 65% of the issued and outstanding voting Capital Stock of such Specified Foreign Subsidiary or FSHCO (as applicable), (ii) any interest in a joint venture or non-wholly owned Subsidiary to the extent and for so long as the attachment of the security interest created hereby therein would violate any joint venture agreement, organization document, shareholders agreement or equivalent agreement relating to such joint venture or non-wholly owned Subsidiary; provided that Capital Stock in Subsidiaries of the Parent Guarantor the minority interest in which is held by management, directors or employees of the Parent Guarantor or its Subsidiaries or consists of rolled-over equity shall not be considered Excluded Securities, (iii) any Capital Stock the pledge of which in support of the Loan Document Obligations is otherwise prohibited by applicable law, (iv) any Capital Stock in the entities listed on a schedule to any Collateral Document solely to the extent that the transfer or assignment of such Capital Stock is prohibited by the organizational documents of the issuer of such Capital Stock as of the Closing Date or on the date of

acquisition of such Capital Stock; provided that the Capital Stock in any such entity shall no longer constitute an Excluded Security for purposes of the indenture if at any time the prohibitions on transfer or assignment of such Capital Stock are no longer applicable to such Person, (v) the Capital Stock of any Captive Insurance Subsidiary, Unrestricted Subsidiary, broker-dealer subsidiary, not-for-profit subsidiary or special purpose entity used for any permitted securitization facility, (vi) any Margin Stock, (vii) [reserved] and (viii) any Capital Stock that would otherwise be an Excluded Asset. Notwithstanding the foregoing, in no event shall the Capital Stock of a Borrower constitute an Excluded Security.

“Excluded Subsidiary” means:

- (a) any Restricted Subsidiary that is not a Wholly-Owned Subsidiary,
- (b) [reserved],
- (c) any Restricted Subsidiary that is prohibited or restricted by law, rule or regulation or contractual obligation existing on the Closing Date or at the time such Restricted Subsidiary becomes a Subsidiary (in the case of contractual obligations not existing on the Closing Date, pursuant to a contractual obligation not entered into expressly in contemplation of such Restricted Subsidiary becoming a Subsidiary) from providing a Loan Guarantee or that would require a governmental (including regulatory) or third party consent, approval, license or authorization (in the case of contractual obligations, pursuant to a contractual obligation existing on the Closing Date or at the time such Restricted Subsidiary becomes a Subsidiary and not entered into expressly in contemplation of such Restricted Subsidiary becoming a Subsidiary) to provide a Loan Guarantee (including under any financial assistance, corporate benefit, thin capitalization, capital maintenance, liquidity maintenance or similar legal principles) unless such consent has been received, it being understood that the Parent Guarantor and its subsidiaries shall have no obligation to obtain any such consent, approval, license or authorization,
- (d) any not-for-profit subsidiary,
- (e) any Captive Insurance Subsidiary or any subsidiary that is a broker-dealer,
- (f) any special purpose entity (including a special purpose entity used for any permitted securitization or receivables facility or financing),
- (g) any Foreign Subsidiary (excluding any Subsidiary incorporated or organized under the laws of any Obligor Jurisdiction),
- (h) any Specified Foreign Subsidiary,
- (i) (i) any FSHCO and (ii) any Subsidiary that is a subsidiary of any Specified Foreign Subsidiary,
- (j) any Unrestricted Subsidiary,
- (k) any subsidiary acquired pursuant to a Permitted Acquisition or other Investment permitted by this Agreement that has assumed secured Indebtedness not incurred in contemplation of such Permitted Acquisition or other Investment and any Restricted Subsidiary thereof that guarantees such secured Indebtedness, in each case to the extent the terms of such secured Indebtedness prohibit such subsidiary from becoming a Guarantor,

(l) any Restricted Subsidiary if the provision of a Loan Guarantee would be reasonably likely to result in materially adverse tax or regulatory consequences to any Loan Party or any of its subsidiaries as determined by the Parent Guarantor in good faith following consultation with the Administrative Agent, provided that this clause (l) shall not apply to any Subsidiary incorporated or organized under the laws of any Obligor Jurisdiction (it being understood that any such Subsidiary may be an Excluded Subsidiary pursuant to another clause of this definition),

(m) any other Restricted Subsidiary with respect to which, in the good faith judgment of the Administrative Agent and the Parent Guarantor, the burden or cost of providing a Loan Guarantee outweighs the benefits afforded thereby,

(n) any Subsidiary of the Parent Guarantor which is a Parent Company of Amer Sports Holding Oy, and

(o) any Restricted Subsidiary excluded by operation of the Agreed Security Principles.

Notwithstanding the foregoing, in no event shall a Borrower constitute an Excluded Subsidiary.

“Excluded Swap Obligation” means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the Loan Guarantee of such Loan Party of, or the grant by such Loan Party of a security interest to secure, such Swap Obligation (or any Loan Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Party’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving effect to Section 3.20 of the Loan Guarantee and any other “keepwell”, support or other agreement for the benefit of such Loan Party) at the time the Loan Guarantee of such Loan Party or the grant of such security interest becomes effective with respect to such Swap Obligation. If any Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Loan Guarantee or security interest is or becomes illegal.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to the Administrative Agent, any Lender, any Issuing Bank or required to be withheld or deducted from a payment to the Administrative Agent, any Lender or any Issuing Bank, (a) Taxes imposed on (or measured by) its net income or franchise Taxes (i) as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, having its applicable lending office located in such jurisdiction (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) any U.S. federal branch profits Taxes or any similar Taxes imposed by any other jurisdiction described in clause (a), or that are Other Connection Taxes, (c) in the case of a Lender, U.S. federal withholding Tax that is imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement (or designates a new lending office), except (i) pursuant to an assignment or designation of a new lending office under Section 2.19 and (ii) to the extent that such Lender (or its assignor, if any) was entitled immediately prior to the time of designation of a new lending office (or assignment), to receive additional amounts from any Loan Party with respect to such withholding Tax pursuant to Section 2.17, (d) any Taxes imposed as a result of a failure by the Administrative Agent, Lender or Issuing Bank to comply with Section 2.17(f) (e) Canadian withholding Tax arising as a result of (i) a Lender or other recipient not dealing at arm’s length (within the meaning of the *Income Tax Act*

(Canada)) with a Loan Party, (ii) a Lender or other recipient being a “specified non-resident shareholder” (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of a Loan Party or not dealing at arm’s length (for the purposes of the *Income Tax Act* (Canada)) with a “specified shareholder” (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of a Loan Party, or (iii) a Loan Party being a “specified entity” (as defined in subsection 18.4(1) of the *Income Tax Act* (Canada), as it is proposed to be amended by Bill C-59, introduced in the Canadian House of Commons in November 2023) in respect of a Lender or other recipient and (f) any withholding Taxes imposed under FATCA.

“**Existing Letter of Credit**” means each letter of credit set forth on Schedule 1.01(b).

“**Existing Qualified Receivables Facility**” means the Qualified Receivables Facilities described in clause (ii) of the definition of “Qualified Receivables Facility”.

“**Expected Cost Savings**” has the meaning assigned to such term in the definition of “Consolidated Adjusted EBITDA”.

“**Extended Revolving Credit Commitment**” has the meaning assigned to such term in Section 2.23(a).

“**Extended Revolving Loans**” has the meaning assigned to such term in Section 2.23(a)(i).

“**Extended Term Loans**” has the meaning assigned to such term in Section 2.23(a)(ii).

“**Extension**” has the meaning assigned to such term in Section 2.23(a).

“**Extension Amendment**” means an amendment to this Agreement that is reasonably satisfactory to the Administrative Agent (to the extent required by Section 2.23) and the Parent Guarantor, executed by each of (a) the applicable Borrower(s), (b) the Administrative Agent and (c) each Lender that has accepted the applicable Extension Offer pursuant hereto and in accordance with Section 2.23.

“**Extension Offer**” has the meaning assigned to such term in Section 2.23(a).

“**Facility**” means any real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or, except with respect to Articles 5 and 6, hereof owned, leased, operated or used by the Parent Guarantor or any of its Restricted Subsidiaries or any of their respective predecessors or Affiliates.

“**Failed Auction**” has the meaning assigned to such term in the definition of “Dutch Auction”.

“**FATCA**” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code as of the date of this Agreement (or any amended or successor version described above), any intergovernmental agreement, treaty or convention among Governmental Authorities (and any related legislation, rules or official administrative practice) implementing the foregoing.

“**Federal Assignment of Claims Act**” means the Federal Assignment of Claims Act (41 U.S.C. § 15).

“Federal Funds Effective Rate” means, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day’s federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided, that if the Federal Funds Effective Rate for any day is less than zero, the Federal Funds Rate for such day will be deemed to be zero.

“Fee Letter” means the Agency Fee Letter, dated as of January 12, 2024, by and among, inter alios, the Parent Guarantor and the Administrative Agent.

“Finance Lease” means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with IFRS (but subject to Section 1.04(c)), is or should be accounted for as a finance lease on the balance sheet of that Person and, for the avoidance of doubt, excluding any operating lease entered into which is required to be classified as a finance or capital lease as a result of the application of IFRS 16 or any change in IFRS or accounting practices after the Closing Date; provided, that for the avoidance of doubt, the amount of obligations attributable to any Finance Lease shall be the amount thereof accounted for as a liability on such balance sheet (excluding the footnotes thereto) in accordance with IFRS; provided, further, that the amount of obligations attributable to any Finance Lease shall exclude any capitalized operating lease liabilities resulting from the adoption of ASC 842, Leases (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect).

“Financial Covenants” means the covenants in Section 6.15.

“Financial Covenant Standstill” has the meaning assigned to such term in Section 8.01(c).

“Finland Security Agreement” means the Finnish law security agreement, dated as of the Closing Date, by and among, among others, Amer Sports Corporation, Amer Sports Holding Oy and the Collateral Agent, as same may be amended, restated, supplemented or otherwise modified from time to time.

“First Lien Leverage Ratio” means the ratio, as of any date of determination, of (a) Consolidated First Lien Debt as of such date to (b) Consolidated Adjusted EBITDA for the Test Period then most recently ended or the Test Period otherwise specified where the term “First Lien Leverage Ratio” is used in this Agreement, in each case for the Parent Guarantor and its Restricted Subsidiaries.

“First Priority” means, with respect to any Lien purported to be created in any Collateral pursuant to any Collateral Document, that, subject to any Acceptable Intercreditor Agreement, such Lien is senior in priority to any other Lien to which such Collateral is subject, other than any Permitted Lien.

“Fiscal Quarter” means a fiscal quarter of any Fiscal Year.

“Fiscal Year” means the fiscal year of the Parent Guarantor ending December 31 of each calendar year, as such fiscal year end may be adjusted in accordance with the terms of this Agreement.

“Fitch” means Fitch Ratings, Inc., or any successor to its rating agency business.

“Fixed Amount” has the meaning assigned to such term in Section 1.04(g).

“Flood Hazard Property” means any Material Real Estate Asset subject to a Mortgage if any building included in such Material Real Estate Asset is located in an area designated by the Federal Emergency Management Agency as having special flood hazards.

“Flood Insurance Laws” means, collectively, (i) the National Flood Insurance Act of 1968, (ii) the Flood Disaster Protection Act of 1973, (iii) the National Flood Insurance Reform Act of 1994, (iv) the Flood Insurance Reform Act of 2004 and (v) the Biggert-Waters Flood Insurance Reform Act of 2012, each as now or hereafter in effect or any successor statute thereto, and in each case, together with all statutory and regulatory provisions consolidating, amending, replacing, supplementing, implementing or interpreting any of the foregoing, as amended or modified from time to time.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Eurocurrency Rate, Term SOFR, EURIBO Screen Rate, or each Alternative Currency Daily Rate, as applicable.

“Foreign Subsidiary” means any Restricted Subsidiary that is not a U.S. Subsidiary.

“French Guarantor” means any Guarantor that is incorporated under French law.

“FSHCO” means any U.S. Subsidiary that is owned, directly or indirectly, by a U.S. Subsidiary of the Parent Guarantor that has no material assets other than the Capital Stock and/or Indebtedness of one or more Specified Foreign Subsidiaries or other FSHCOs.

“Funding Account” has the meaning assigned to such term in [Section 2.03\(h\)](#).

“Funding Guarantor” has the meaning assigned to such term in [Section 7.02\(a\)](#).

“GAAP” means generally accepted accounting principles in the U.S. in effect and applicable to the accounting period in respect of which reference to GAAP is made.

“German Lender” means any lender that is subject to Article 18 of the German Banking Act (Gesetz über das Kreditwesen).

“Governmental Authority” means any federal, state, provincial, territorial, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with the U.S., Canada (including a province or territory of Canada), a foreign government or any political subdivision of any thereof.

“Governmental Authorization” means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

“Granting Lender” has the meaning assigned to such term in [Section 10.05\(e\)](#).

“Guarantee” of or by any Person (solely for purposes of this definition, the **“Guarantor”**) means any obligation, contingent or otherwise, of the Guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the **“Primary Obligor”**) in any manner and including any obligation of the Guarantor (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation

or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness or other monetary obligation, (d) as an account party in respect of any letter of credit or letter of guarantee issued to support such Indebtedness or monetary obligation, (e) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (f) secured by any Lien on any assets of such Guarantor securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or monetary other obligation is assumed by such Guarantor (or any right, contingent or otherwise, of any holder of such Indebtedness or other monetary obligation to obtain any such Lien); provided that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition, Disposition or other transaction permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

“**Guarantee Supplement**” has the meaning set forth in the Loan Guarantee, and for the avoidance of doubt, shall include any similar agreement, in form and substance reasonably acceptable to the Administrative Agent, pursuant to which any Loan Party becomes a Guarantor hereunder. Such Guarantee Supplement may, if reasonably requested by the Parent Guarantor, include limitations on guarantees applicable to such Restricted Subsidiary and required or advisable under applicable Requirements of Law.

“**Guarantor**” means (i) the Parent Guarantor, (ii) the Borrowers (other than with respect to their own Obligations) and (iii) each Subsidiary Guarantor from time to time.

“**Guarantor Coverage Test**” means the confirmation that:

- (a) the aggregate (without double counting) Consolidated Adjusted EBITDA of the Parent Guarantor and any of its Restricted Subsidiaries which are Guarantors (for this purpose: (i) calculated on an unconsolidated basis and excluding all intercompany items among the Parent Guarantor and its Restricted Subsidiaries and investments in Subsidiaries of the Parent Guarantor or any of its Restricted Subsidiaries; and (ii) any Guarantor having negative Consolidated Adjusted EBITDA shall be deemed to have zero Consolidated Adjusted EBITDA); equals or exceeds:
- (b) 80 per cent of the aggregate (without double counting) Consolidated Adjusted EBITDA of the Parent Guarantor and its wholly owned Restricted Subsidiaries incorporated in Obligor Jurisdictions (for this purpose disregarding: (i) on balance sheet joint ventures; and (ii) any Restricted Subsidiary that is otherwise not required to (or cannot) become a Guarantor because it is an Excluded Subsidiary or due to legal prohibitions or the provisions of the Agreed Security Principles).

“**Hazardous Materials**” means any chemical, material, substance or waste, or any constituent thereof, which is prohibited, limited or regulated by any Environmental Law due to its hazardous, toxic or

similar characteristics, including any chemical, material, substance or waste defined or listed as “hazardous” or “toxic” in any Environmental Law.

“**Hazardous Materials Activity**” means the use, manufacture, storage, Release, threatened Release, discharge, generation, transportation, processing, treatment, abatement, removal, investigation, remediation, disposal, disposition or handling of any Hazardous Material, and any corrective action or response action with respect to any of the foregoing.

“**Hedge Agreement**” means any agreement with respect to any Derivative Transaction between any Loan Party or any Restricted Subsidiary and any other Person.

“**Hedging Obligations**” means, with respect to any Person, the obligations of such Person under any Hedge Agreement.

“**HK Guarantor**” means any Foreign Subsidiary that is incorporated under the laws of Hong Kong.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**IFRS**” means international accounting standards within the meaning of the IAS Regulation 1606/2002, as in effect from time to time (subject to the provisions of Section 1.04), to the extent applicable to the relevant financial statements.

“**Immaterial Subsidiary**” means, as of any date, any Restricted Subsidiary of the Parent Guarantor (1) that does not have assets in excess of 5.0% of Consolidated Total Assets of the Parent Guarantor and its Restricted Subsidiaries and (2) that does not contribute Consolidated Adjusted EBITDA in excess of 5.0% of the Consolidated Adjusted EBITDA of the Parent Guarantor and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period; provided, that the Consolidated Total Assets and Consolidated Adjusted EBITDA (as so determined) of all Immaterial Subsidiaries shall not exceed 10.0% of Consolidated Total Assets and 10.0% of Consolidated Adjusted EBITDA, in each case, of the Administrative Borrower and its Restricted Subsidiaries as of the last day of the most recently ended Test Period; provided, further, that, at all times prior to the first delivery of financial statements pursuant to Section 5.01(a) or (b), this definition shall be applied based on the equivalent pro forma consolidated financial statements of the Parent Guarantor delivered pursuant to Section 4.01. For the avoidance of doubt, the Parent Guarantor may elect for a Restricted Subsidiary that is an Immaterial Subsidiary to provide a Loan Guarantee, but not pledge any Collateral that would otherwise be required, in which case such Immaterial Subsidiary shall continue to be counted as such for purposes of determinations hereunder.

“**Incremental Cap**” means:

- (a) the Shared Incremental Amount, plus
- (b) in the case of any Incremental Facility or Incremental Equivalent Debt that effectively extends the Maturity Date with respect to any Class of Loans and/or commitments hereunder, an amount equal to the portion of the relevant Class of Loans or commitments that will be replaced by such Incremental Facility or Incremental Equivalent Debt, plus
- (c) in the case of any Incremental Facility or Incremental Equivalent Debt that effectively replaces any Revolving Credit Commitment or Term Loan terminated in accordance

with Section 2.19 hereof, an amount equal to the relevant terminated Revolving Credit Commitment or Term Loan, plus

(d) (i) the amount of any optional prepayment of any Loan (including any Incremental Loan) in accordance with Section 2.11(a), and/or the amount of any permanent reduction of any Revolving Credit Commitment, (ii) the amount of any optional prepayment, redemption, repurchase or retirement of Incremental Equivalent Debt incurred pursuant to the Shared Incremental Amount, (iii) the amount of any optional prepayment, redemption, repurchase or retirement of any Replacement Term Loans or Loans under any Replacement Revolving Facility (to the extent accompanied by a permanent reduction in commitments) or any borrowing or issuance of Replacement Debt previously applied to the permanent prepayment of any Loan hereunder or of any Incremental Equivalent Debt, (iv) the aggregate amount of any Indebtedness referred to in clauses (i) through (iii) repaid or retired resulting from any assignment of such Indebtedness to (and/or assignment and/or purchase of such Indebtedness by) the Parent Guarantor and/or any Restricted Subsidiary; provided that for each of clauses (i) through (iv), (x) such Indebtedness is secured on a pari passu basis with the Initial Term Loans or was originally incurred in reliance on the Shared Incremental Amount and (y) the relevant prepayment, redemption, repurchase, retirement, assignment and/or purchase was not funded with the proceeds of any long-term Indebtedness (other than revolving Indebtedness), plus

(e) an unlimited amount so long as, in the case of this clause (e), on a Pro Forma Basis after giving effect to the incurrence of the Incremental Facility or the Incremental Equivalent Debt, as applicable, and the application of the proceeds thereof (without netting the cash proceeds thereof, but giving effect to any related Subject Transaction) and to any relevant Subject Transaction (and, in the case of any Incremental Revolving Facility or Incremental Equivalent Debt in the form of revolving loans or a revolving facility then being established, assuming a full drawing thereunder), (i) if such Indebtedness is secured by a Lien ranking pari passu with the Lien securing the Loan Document Obligations on any Collateral, the First Lien Leverage Ratio does not exceed 4.00:1.00, (ii) if such Indebtedness is secured by a Lien on any Collateral on a basis junior with the Liens securing the Loan Document Obligations, the Secured Leverage Ratio does not exceed 4.25:1.00 and (iii) if such Indebtedness is unsecured, the Total Leverage Ratio does not exceed 4.25:1.00;

provided that:

(1) any Incremental Facility and/or Incremental Equivalent Debt may be incurred under one or more of clauses (a) through (e) of this definition as selected by the Parent Guarantor in its sole discretion (provided that, in the case of clause (e), an Incremental Facility may be incurred only under clause (i) thereof),

(2) if any Incremental Facility or Incremental Equivalent Debt is intended to be incurred or implemented under clause (e) of this definition and any other clause of this definition in a single transaction or series of related transactions, (A) the incurrence of the portion of such Incremental Facility or Incremental Equivalent Debt to be incurred or implemented under clause (e) of this definition shall be calculated first without giving effect to any Incremental Facilities or Incremental Equivalent Debt to be incurred or implemented under any other clause of this definition, but giving full pro forma effect to the use of proceeds of the entire amount of such Incremental Facility or Incremental Equivalent Debt and the related transactions and (B) the incurrence of the portion of such Incremental Facility or Incremental Equivalent Debt to be

incurred or implemented under the other applicable clauses of this definition shall be calculated thereafter,

(3) any portion of any Incremental Facility or Incremental Equivalent Debt that is incurred or implemented under clauses (a) through (d) of this definition, unless otherwise elected by the Parent Guarantor, shall automatically and without need for action by any Person, be reclassified as having been incurred under clause (e) of this definition if, at any time after the incurrence or implementation thereof, when financial statements required pursuant to Section 5.01(a) or (b) are delivered, such portion of such Incremental Facility or Incremental Equivalent Debt would, using the figures reflected in such financial statements, be (or have been) permitted under the First Lien Leverage Ratio, Secured Leverage Ratio, Total Leverage Ratio or Interest Coverage Ratio test, as applicable, set forth in clause (e) of this definition, and

(4) in the case of any Incremental Equivalent Debt in the form of revolving loans or a revolving facility, if a full drawing thereunder is permitted at the time the commitments in respect thereof are established (as determined in accordance with Section 1.04(c) and, if applicable, clause (c) above), then the obligors thereunder may thereafter borrow, repay, prepay and reborrow amounts thereunder, in whole or in part, from time to time, without further compliance with the provisions of this definition.

“Incremental Commitment” means any commitment made by a lender to provide all or any portion of any Incremental Facility or Incremental Loans.

“Incremental Equivalent Debt” means any Indebtedness that satisfies the following conditions:

(a) the aggregate outstanding principal amount thereof does not exceed the Incremental Cap as in effect at the time of determination (after giving effect to any reclassification on or prior to such date of determination),

(b) (A) unless such Indebtedness is in the form of revolving loans or a revolving facility, the Weighted Average Life to Maturity of such Indebtedness is no shorter than the remaining Weighted Average Life to Maturity of the Initial Term Loans and the final maturity date of such Indebtedness is no earlier than the Initial Term Loan Maturity Date and (B) if such Indebtedness is in the form of revolving loans or a revolving facility, such Indebtedness shall mature no earlier than, and require no scheduled mandatory commitment reduction prior to, the Initial Revolving Credit Maturity Date, in each case as determined on the date of issuance or incurrence, as applicable, thereof; provided, that, subject to the Permitted Earlier Maturity Indebtedness Exception, the foregoing limitations shall not apply to (i) customary bridge loans to finance Permitted Acquisitions or similar Investments so long as either (x) such bridge loans provide for the automatic exchange or conversion into indebtedness meeting the requirements set forth below in this clause (b) or (y) are intended to be refinanced with Qualified Capital Stock of the Parent Guarantor or Indebtedness meeting the requirements set forth below in this clause (b) and (ii) Customary Term A Loans,

(c) subject to clause (b), such Indebtedness may otherwise have an amortization schedule as determined by the Parent Guarantor and the lenders providing such Indebtedness,

(d) if such Indebtedness is secured by assets that constitute Collateral, the holders of such Indebtedness (or a representative therefor) shall be party to an Acceptable Intercreditor Agreement,

(e) such Indebtedness may provide for the ability to participate (A) on a pro rata basis or non-pro rata basis in any voluntary prepayment of Term Loans made pursuant to Section 2.11(a) and (B) to the extent secured on a pari passu basis with the Initial Term Loans, on a pro rata basis (but not on a greater than pro rata basis other than in the case of a prepayment with proceeds of Indebtedness refinancing such Incremental Equivalent Debt) in any mandatory prepayment of Term Loans required pursuant to Section 2.11(b) or less than a pro rata basis with the then-outstanding Term Facility, and

(f) if any financial maintenance covenant is added to any such Indebtedness and such financial maintenance covenant is more favorable to the lenders under such Indebtedness than the Financial Covenants, either (x) such financial maintenance covenant shall only be applicable after the Latest Revolving Loan Maturity Date or (y) the Revolving Lenders shall also receive the benefit of such more favorable financial maintenance covenant (together with, at the election of the Parent Guarantor, any applicable “equity cure” (or equivalent) provisions with respect thereto).

“**Incremental Facilities**” has the meaning assigned to such term in Section 2.22(a).

“**Incremental Facility Amendment**” means an amendment to this Agreement that is reasonably satisfactory to the Administrative Agent (solely for purposes of giving effect to Section 2.22) and Parent Guarantor executed by each of (a) the applicable Borrower(s), (b) the Administrative Agent and (c) each Lender that agrees to provide all or any portion of the Incremental Facility being incurred pursuant thereto and in accordance with Section 2.22.

“**Incremental Loans**” has the meaning assigned to such term in Section 2.22(a).

“**Incremental Revolving Facility**” has the meaning assigned to such term in Section 2.22(a).

“**Incremental Revolving Facility Lender**” means, with respect to any Incremental Revolving Facility, each Revolving Lender providing any portion of such Incremental Revolving Facility.

“**Incremental Revolving Loans**” has the meaning assigned to such term in Section 2.22(a).

“**Incremental Term Facility**” has the meaning assigned to such term in Section 2.22(a).

“**Incremental Term Loans**” has the meaning assigned to such term in Section 2.22(a).

“**Incurrence-Based Amounts**” has the meaning assigned to such term in Section 1.04(g).

“**Indebtedness**” as applied to any Person means, without duplication, (a) all indebtedness of such Person for borrowed money; (b) that portion of obligations with respect to Finance Leases of such Person to the extent recorded as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with IFRS; (c) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with IFRS; (d) any obligation of such Person owed for all or any part of the deferred purchase price of property or services (excluding (w) any earn out obligation, purchase price adjustment or other similar obligation until such obligation (A) becomes a liability on the balance sheet of such Person (excluding the footnotes thereto) in accordance with IFRS and (B) has not been paid within 60 days after becoming due and payable following expiration of any dispute resolution mechanics set forth in the applicable agreement governing the applicable transaction, (x) any such obligations incurred under ERISA or under any employee consulting agreements, (y) accrued expenses, trade accounts payable, accruals for payroll and other liabilities accrued in the ordinary course of business (including on an intercompany basis) and (z) liabilities

associated with customer prepayments and deposits), which purchase price is (i) due more than twelve months from the date of incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument; (e) all Indebtedness (excluding prepaid interest thereon) of others secured by any Lien on any property or asset owned or held by such Person regardless of whether the Indebtedness secured thereby has been assumed by such Person or is non-recourse to the credit of such Person; (f) the available balance of any letter of credit issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings; (g) the Guarantee by such Person of the Indebtedness of another; (h) all obligations of such Person in respect of any Disqualified Capital Stock; and (i) all net obligations of such Person in respect of any Derivative Transaction, including any Hedge Agreement, whether or not entered into for hedging or speculative purposes; provided that (i) in no event shall obligations under or in respect of any Derivative Transaction or Non-Finance Lease Obligation be deemed “Indebtedness” for any calculation of the Total Leverage Ratio, the First Lien Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio or any other financial ratio under this Agreement and (ii) the amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness (or such lower amount of maximum liability as is expressly provided for under the documentation pursuant to which the respective Lien is granted) and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or any Joint Venture (other than any Joint Venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer to the extent such Person would be liable therefor under applicable Requirements of Law or any agreement or instrument by virtue of such Person’s ownership interest in such partnership or Joint Venture, except to the extent such Person’s liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would otherwise be included in the calculation of Consolidated Total Debt; provided that notwithstanding anything herein to the contrary, the term “Indebtedness” shall not include, and shall be calculated without giving effect to, (x) the effects of Accounting Standards Codification Topic 815 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivatives created by the terms of such Indebtedness (it being understood that any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed an incurrence of Indebtedness hereunder) and (y) the effects of Statement of Financial Accounting Standards No. 133 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivative created by the terms of such Indebtedness (it being understood that any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed to be an incurrence of Indebtedness hereunder).

“**Indemnified Taxes**” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

“**Indemnitee**” has the meaning assigned to such term in Section 10.03(b).

“**Index Debt**” means senior, unsecured, long-term indebtedness for borrowed money of the Parent Guarantor that is not guaranteed by any other Person or subject to any other credit enhancement.

“Information” has the meaning assigned to such term in Section 3.11.

“Initial EUR Term Lender” means any Lender with an Initial EUR Term Loan Commitment or an outstanding Initial EUR Term Loan.

“Initial EUR Term Loan Commitment” means, with respect to each Term Lender, the commitment of such Term Lender to make Initial EUR Term Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Term Lender’s name on the Commitment Schedule, as the same may be (a) reduced from time to time pursuant to Section 2.09 or Section 2.19 and (b) reduced or increased from time to time pursuant to (x) assignments by or to such Term Lender pursuant to Section 10.05 or (y) an Additional Term Loan Commitment. The aggregate amount of the Term Lenders’ Initial EUR Term Loan Commitments on the Closing Date is €700,000,000.

“Initial EUR Term Loan Maturity Date” means the date that is seven years after the Closing Date.

“Initial EUR Term Loans” means the term loans made by the Initial EUR Term Lenders to the EUR Term Loan Borrowers pursuant to Section 2.01(a)(i)(x).

“Initial Loan Installment Date” has the meaning assigned to such term in Section 2.10(a)(i).

“Initial Public Offering” means the initial public offering by the Parent Guarantor of its ordinary shares on the New York Stock Exchange, which occurred on February 1, 2024.

“Initial Revolving Credit Commitment” means, with respect to each Initial Revolving Lender, the commitment of such Lender to make Initial Revolving Loans (and acquire participations in Letters of Credit and Swingline Loans) hereunder as set forth on the Commitment Schedule, or in the Assignment Agreement pursuant to which such Lender assumed its Initial Revolving Credit Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.09 or 2.19, (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.05 or (c) increased pursuant to Section 2.22. The aggregate amount of the Initial Revolving Credit Commitments as of the Closing Date is \$710,000,000.

“Initial Revolving Credit Exposure” means, with respect to any Lender at any time, the aggregate Outstanding Amount at such time of all Initial Revolving Loans of such Lender, plus the aggregate amount at such time of such Lender’s LC Exposure and Swingline Exposure, in each case, attributable to its Initial Revolving Credit Commitment.

“Initial Revolving Credit Maturity Date” means the date that is five years after the Closing Date.

“Initial Revolving Facility” means the Initial Revolving Credit Commitments and the Initial Revolving Loans and other extensions of credit thereunder.

“Initial Revolving Lender” means any Lender with an Initial Revolving Credit Commitment or any Initial Revolving Credit Exposure.

“Initial Revolving Loan” means any revolving loan made by the Initial Revolving Lenders to the Revolving Credit Borrowers pursuant to Section 2.01(a)(ii).

“Initial Term Lender” means the Initial EUR Term Lenders and the Initial USD Term Lenders.

“Initial Term Loan Commitment” means the Initial EUR Term Loan Commitments and the Initial USD Term Loan Commitments.

“Initial Term Loan Maturity Date” means the Initial EUR Term Loan Maturity Date or the Initial USD Term Loan Maturity Date, as applicable.

“Initial Term Loans” means the Initial EUR Term Loans and the Initial USD Term Loans.

“Initial Term Loan Soft Call Termination Date” has the meaning assigned to such term in Section 2.12(f)(i).

“Initial USD Term Lender” means any Lender with an Initial USD Term Loan Commitment or an outstanding Initial USD Term Loan.

“Initial USD Term Loan Commitment” means, with respect to each Term Lender, the commitment of such Term Lender to make Initial USD Term Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Term Lender’s name on the Commitment Schedule, as the same may be (a) reduced from time to time pursuant to Section 2.09 or Section 2.19 and (b) reduced or increased from time to time pursuant to (x) assignments by or to such Term Lender pursuant to Section 10.05 or (y) an Additional Term Loan Commitment. The aggregate amount of the Term Lenders’ Initial USD Term Loan Commitments on the Closing Date is \$500,000,000.

“Initial USD Term Loan Maturity Date” means the date that is seven years after the Closing Date.

“Initial USD Term Loans” means the term loans made by the Initial USD Term Lenders to the USD Term Loan Borrowers pursuant to Section 2.01(a)(i)(y).

“Intellectual Property Security Agreement” means any agreement executed on or after the Closing Date confirming or effecting the grant of any Lien on IP Rights owned by any Loan Party to the Collateral Agent, for the benefit of the Secured Parties, in accordance with this Agreement, including any of the following: (a) a Trademark Security Agreement substantially in the form of Exhibit H-1 hereto, (b) a Patent Security Agreement substantially in the form of Exhibit H-2 hereto or (c) a Copyright Security Agreement substantially in the form of Exhibit H-3 hereto, or in each case any other form approved by the Administrative Agent and the Parent Guarantor.

“Intercompany Note” means a promissory note substantially in the form of Exhibit F or any other form approved by the Collateral Agent and the Parent Guarantor.

“Intercreditor Agreement” means that certain Intercreditor Agreement, dated as of the date hereof, among the Parent Guarantor, the Borrowers, the other Loan Parties from time to time party thereto, the Collateral Agent and the collateral agent under the Senior Notes Indenture, substantially in the form of Exhibit P, as the same may be amended, restated, supplemented, waived and/or otherwise modified from time to time in accordance with the terms thereof and of this Agreement.

“Interest Coverage Ratio” means, as of any date of determination, the ratio for the most recently ended Test Period of (a) Consolidated Adjusted EBITDA for such Test Period to (b) Ratio Interest Expense for such Test Period, in each case for the Parent Guarantor and its Restricted Subsidiaries; provided that, for purposes of calculating the Interest Coverage Ratio for any period ending prior to the first anniversary of the Closing Date, Ratio Interest Expense shall be an amount equal to actual Ratio Interest Expense from the Closing Date through the date of determination multiplied by a fraction the

numerator of which is 365 and the denominator of which is the number of days from the Closing Date through the date of determination.

“Interest Election Request” means a request by a Borrower in the form of Exhibit D hereto or another form reasonably acceptable to the Administrative Agent to convert or continue a Borrowing in accordance with Section 2.08.

“Interest Payment Date” means (a) with respect to any ABR Loan, the last Business Day of each March, June, September and December (commencing with March 31, 2024) or the maturity date applicable to such Loan, (b) with respect to any Eurocurrency Rate Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurocurrency Rate Borrowing with an Interest Period of more than three months’ duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months’ duration been applicable to such Borrowing and the maturity date applicable to such Loan and (c) with respect to any Alternative Currency Daily Rate Loan, the last Business Day of each month and the maturity date applicable to such Loan.

“Interest Period” means with respect to any Eurocurrency Rate Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months (or, to the extent approved by all relevant affected Lenders and the Administrative Agent, twelve months or, to the extent approved by all applicable Lenders and the Administrative Agent, a shorter period) thereafter, as a Borrower may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Interpolated Rate” means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the EURIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the EURIBO Screen Rate (for the longest period for which the EURIBO Screen Rate is available) that is shorter than the Impacted Interest Period; and (b) the EURIBO Screen Rate for the shortest period (for which the EURIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

“Investment” means (a) any purchase or other acquisition by the Parent Guarantor or any of its Restricted Subsidiaries of any of the Securities of any other Person (other than any Loan Party), (b) the acquisition by purchase or otherwise (other than any purchase or other acquisition of inventory, materials, supplies and/or equipment in the ordinary course of business) of all or a substantial portion of the business, property or fixed assets of any other Person or any division, line of business, business unit or Product Line of any Person and (c) any loan, advance (other than any advance to any current or former employee, officer, director, member of management, manager, consultant or independent contractor of the Parent Guarantor or any Restricted Subsidiary for moving, entertainment and travel expenses, drawing accounts and similar expenditures or payroll expenses or advances in the ordinary course of business) or capital contribution by the Parent Guarantor or any of its Restricted Subsidiaries to any other Person. Subject to Section 5.10, the amount of any Investment shall be the original cost of such Investment, plus the cost of any addition thereto that otherwise constitutes an Investment, without any adjustments for

increases or decreases in value, or write-ups, write-downs or write-offs with respect thereto, but giving effect to any repayments of principal in the case of any Investment in the form of a loan and any return of capital (including any distributions in connection with reduction or redemption of capital) or return on Investment in the case of any equity Investment (whether as a distribution, dividend, redemption or sale).

“**Investors**” means (a) ANTA Sports Products Limited, Anamerd Investments Inc., FountainVest Partners and Tencent Holdings Limited, (b) the Management Investors and (c) Controlled Investment Affiliates of the Persons in the preceding clauses (a) and (b).

“**IP Rights**” has the meaning assigned to such term in Section 3.05(c).

“**ISDA CDS Definitions**” has the meaning assigned to such term in Section 10.02(e).

“**Issuing Bank**” means, as the context may require, (a) each of the Revolving Lenders with a Letter of Credit Commitment listed on Schedule 1.01(a)(ii) and (b) any other Revolving Lender that is appointed as an Issuing Bank in accordance with Section 2.05(i). Subject to the reasonable consent of the Parent Guarantor (subject to the standards set forth in Section 10.05(b)), each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by any Affiliate of such Issuing Bank, in which case the term “Issuing Bank” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

“**Joint Venture**” means, with respect to any Person, any other Person in which such Person owns Capital Stock (other than any Subsidiary), and including, for the avoidance of doubt, any other Person in which such Person owns less than a majority of the Capital Stock thereof. Unless otherwise specified, “Joint Venture” shall refer to a Joint Venture of the Parent Guarantor or any Restricted Subsidiary.

“**Judgment Conversion Date**” has the meaning assigned to such term in Section 10.20(a).

“**Judgment Currency**” has the meaning assigned to such term in Section 10.20(a).

“**Junior Indebtedness**” means any Indebtedness for borrowed money of the Parent Guarantor or any of its Restricted Subsidiaries that is a Loan Party (other than Indebtedness among the Parent Guarantor and/or its subsidiaries) that is expressly subordinated in right of payment to the Loan Document Obligations.

“**Junior Lien Intercreditor Agreement**” means an intercreditor agreement substantially in the form attached hereto as Exhibit Q (with such changes thereto that are reasonably satisfactory to the Administrative Agent and the Parent Guarantor), as the same may be amended, restated, supplemented, waived and/or otherwise modified from time to time in accordance with the terms thereof and of this Agreement.

“**Latest Maturity Date**” means, as of any date of determination, the latest maturity or expiration date applicable to any Loan or Commitment hereunder at such time.

“**Latest Revolving Loan Maturity Date**” means, as of any date of determination, the latest maturity or expiration date applicable to any revolving loan or revolving credit commitment hereunder at such time.

“**Latest Term Loan Maturity Date**” means, as of any date of determination, the latest maturity or expiration date applicable to any term loan or term commitment hereunder at such time.

“**LC Collateral Account**” has the meaning assigned to such term in Section 2.05(j)(i).

“**LC Disbursement**” means a payment or disbursement made by an Issuing Bank pursuant to a Letter of Credit.

“**LC Exposure**” means, at any time, the Dollar Equivalent (if applicable) of the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time and (b) the aggregate principal amount of all LC Disbursements that have not yet been reimbursed at such time. The LC Exposure of any Revolving Lender at any time shall equal its Applicable Percentage of the aggregate LC Exposure at such time.

“**Legal Reservations**” means the application of relevant Debtor Relief Laws, general principles of equity and/or principles of good faith and fair dealing.

“**Lenders**” means the Term Lenders, the Revolving Lenders, any lender with an Additional Commitment or an outstanding Additional Loan and any other Person that becomes a party hereto pursuant to an Assignment Agreement, other than any such Person that ceases to be a party hereto pursuant to an Assignment Agreement or as a result of the application of Section 10.05(g).

“**Letter of Credit**” means any Standby Letter of Credit or Commercial Letter of Credit, in each case issued pursuant to this Agreement (and shall be deemed to include all Existing Letters of Credit).

“**Letter of Credit Commitment**” means (i) with respect to any Issuing Bank listed on Schedule 1.01(a)(ii), the amount set forth opposite such Issuing Bank’s name on such Schedule and (ii) with respect to any other Issuing Bank, the amount specified to be such Issuing Bank’s “Letter of Credit Commitment” at the time such Issuing Bank becomes an Issuing Bank (as contemplated by Section 2.05(i)) all as separately increased pursuant to any written agreement between such Issuing Bank and the applicable Borrowers and notified to the Administrative Agent) in each case, as the same may be reduced from time to time pursuant to the terms of this Agreement; provided that with the consent of the Parent Guarantor and the Administrative Agent not to be unreasonably withheld or delayed, any Issuing Bank may assign in whole or part a portion of its Letter of Credit Commitment to any other Revolving Lender who consents to such assignment. The aggregate amount of Letter of Credit Commitments available as of the Closing Date is \$170,000,000.

“**Letter-of-Credit Right**” has the meaning set forth in Article 9 of the UCC.

“**Letter of Credit Sublimit**” means the aggregate amount of Letter of Credit Commitments, as adjusted from time to time in accordance with Section 2.05(i), Section 2.10(c) or Section 2.22 hereof.

“**Level 1 Status**” exists at any date if, on such date, the Parent Guarantor’s Moody’s Rating is Ba3 or better and the Parent Guarantor’s S&P Rating is BB- or better.

“**Level 2 Status**” exists at any date if, on such date, the Parent Guarantor has not qualified for Level I Status.

“**Lien**” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Finance Lease having substantially the same economic effect as any of the foregoing), in each case, in the

nature of security; provided that in no event shall an operating lease in and of itself be deemed to constitute a Lien.

“Loan Document Obligations” means all unpaid principal of and accrued and unpaid interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, all LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of the Loan Parties to the Lenders or to any Lender, the Administrative Agent, any Issuing Bank or any indemnified party arising under the Loan Documents in respect of any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

“Loan Documents” means this Agreement, any Promissory Note, the Collateral Documents, any Acceptable Intercreditor Agreement and any other document or instrument designated by the Parent Guarantor and the Administrative Agent as a “Loan Document”, including any Incremental Facility Amendment, Refinancing Amendment or Extension Amendment or any other amendment hereto or thereto. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto.

“Loan Guarantee” means (a) the Loan Guaranty to be executed by each Loan Party party thereto, the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties and (b) each other guaranty agreement to be executed by any Person pursuant to Section 5.12.

“Loan Installment Date” has the meaning assigned to such term in Section 2.10(a).

“Loan Parties” means the Borrowers, the Parent Guarantor and each Subsidiary Guarantor.

“Loans” means any Initial Term Loan, any Additional Term Loan, any Revolving Loan, any Swingline Loan and/or any Additional Revolving Loan.

“Local Facility” means Indebtedness provided to any Foreign Subsidiary by a lender or other bank or financial institution.

“Management Investors” means (i) the chief executive officer, chief financial officer and chief operating officer, in each case, of the Parent Guarantor as of the Closing Date and (ii) the chief executive officers of each of Arc'teryx, Salomon and Wilson, in each case, as of the Closing Date.

“Margin Stock” has the meaning assigned to such term in Regulation U.

“Material Acquisition” means any Permitted Acquisition or other similar Investment (including any Investment in a Similar Business and including any transaction in the form of a business combination) the aggregate consideration for which exceeds 100% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period.

“Material Adverse Effect” means a material adverse effect on (a) the business, financial condition or results of operations, in each case, of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, (b) the material rights and remedies (taken as a whole) of the Administrative Agent and the applicable Lenders under the applicable Loan Documents or (c) the ability of the Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents.

“Material Debt Instrument” means any physical instrument evidencing any Indebtedness for borrowed money which is required to be pledged and delivered to the Collateral Agent (or its bailee) pursuant to the Collateral Documents.

“Material Insurance/Condemnation Proceeds” means Net Insurance/Condemnation Proceeds in any single transaction or series of related transactions in excess of the greater of \$45,000,000 and 7.5% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period.

“Material Intellectual Property” means any IP Rights that are owned by the Parent Guarantor or any of its Restricted Subsidiaries and are material to the operation of the business of the Parent Guarantor and its Restricted Subsidiaries taken as a whole.

“Material Real Estate Asset” means any “fee-owned” Real Estate Asset located in the United States of America or Canada, and the improvements thereto, that (together with such improvements) has a fair market value (as determined by the Parent Guarantor in good faith after taking into account any liabilities with respect thereto that impact such fair market value or, if not then readily determinable, a book value) in excess of \$50,000,000 (a) as of the Closing Date, with respect to any Real Estate Asset owned by any Loan Party as of the Closing Date, or (b) as of the date of acquisition thereof, with respect to any Real Estate Asset acquired by any Loan Party after the Closing Date.

“Maturity Date” means (a) with respect to the Initial Revolving Facility, the Initial Revolving Credit Maturity Date, (b) with respect to the Initial EUR Term Loans, the Initial EUR Term Loan Maturity Date, (c) with respect to the Initial USD Term Loans, the Initial USD Term Loan Maturity Date, (d) with respect to any Replacement Term Loans or Replacement Revolving Facility, the final maturity date for such Replacement Term Loans or Replacement Revolving Facility, as the case may be, as set forth in the applicable Refinancing Amendment, (e) with respect to any Incremental Facility, the final maturity date set forth in the applicable Incremental Facility Amendment and (f) with respect to any Extended Revolving Credit Commitment or Extended Term Loans, the final maturity date set forth in the applicable Extension Amendment.

“Maximum Rate” has the meaning assigned to such term in Section 10.19.

“MFN Provision” has the meaning assigned to such term in Section 2.22(a)(v).

“Minimum Extension Condition” has the meaning assigned to such term in Section 2.23(b)(iii).

“Moody’s” means Moody’s Investors Service, Inc.

“Moody’s Rating” means, at any time, the rating issued by Moody’s and then in effect with respect to the Parent Guarantor’s Index Debt.

“Mortgage” means any mortgage, debenture, hypothecation, deed of trust, deed to secure debt or other agreement which conveys or evidences a Lien in favor of the Collateral Agent, for the benefit of the Collateral Agent and the relevant Secured Parties, on any Material Real Estate Asset constituting Collateral, as the same may from time to time be amended, restated, supplemented or otherwise modified.

“Mortgage Policy” has the meaning assigned to such term in the definition of “Collateral and Guarantee Requirement”.

“Multiemployer Plan” means any employee benefit plan which is a “multiemployer plan” as defined in Section 3(37) of ERISA, that is subject to the provisions of Title IV of ERISA, and in respect

of which the Parent Guarantor, any of its Restricted Subsidiaries or any ERISA Affiliate, makes or is obligated to make contributions or with respect to which any of them has any obligation or liability.

“Narrative Report” means, with respect to the financial statements with respect to which it is delivered, a management discussion and narrative report describing the operations of the Parent Guarantor and its Restricted Subsidiaries for the applicable Fiscal Quarter or Fiscal Year and for the period from the beginning of the then current Fiscal Year to the end of the period to which the relevant financial statements relate.

“Net Insurance/Condemnation Proceeds” means an amount equal to: (a) any Cash payments or proceeds (including Cash Equivalents) received by the Parent Guarantor or any of its Restricted Subsidiaries (i) under any casualty insurance policy in respect of a covered loss thereunder of any assets of the Parent Guarantor or any of its Restricted Subsidiaries or (ii) as a result of the taking of any assets of the Parent Guarantor or any of its Restricted Subsidiaries by any Person pursuant to the power of eminent domain, condemnation, expropriation or otherwise, or pursuant to a sale of any such assets to a purchaser with such power under threat of such a taking, minus (b) in respect of the Parent Guarantor or any of its Restricted Subsidiaries (i) any actual out-of-pocket costs and expenses incurred in connection with the adjustment, settlement or collection of any claims in respect thereof, (ii) payment of the outstanding principal amount of, premium or penalty, if any, and interest and other amounts on any Indebtedness (other than the Loans, any Indebtedness secured by a Lien on the Collateral that is pari passu with or expressly subordinated to the Lien on the Collateral securing the Obligations and any unsecured Indebtedness incurred by a Loan Party) that is required to be repaid or otherwise comes due or would be in default under the terms thereof as a result of such loss, taking or sale, (iii) in the case of a taking, the reasonable out-of-pocket costs of putting any affected property in a safe and secure position, (iv) any selling costs and out-of-pocket expenses (including reasonable broker’s fees or commissions, legal fees, accountants’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, deed or mortgage recording taxes, relocation expenses, currency hedging expenses, other expenses and brokerage, consultant and other customary fees actually incurred in connection therewith and transfer and similar Taxes and the Parent Guarantor’s good faith estimate of income Taxes paid or payable (including pursuant to customary Tax sharing arrangements or that are or would be imposed on intercompany distributions of such proceeds)) in connection with any sale or taking of such assets as described in clause (a) of this definition, (v) any amounts provided as a reserve in accordance with IFRS against any liabilities under any indemnification obligation or purchase price adjustments associated with any sale or taking of such assets as referred to in clause (a) of this definition (provided that to the extent and at the time any such amounts are released from such reserve, other than to make a payment for which such amount was reserved, such amounts shall constitute Net Insurance/Condemnation Proceeds) and (vi) in the case of any covered loss or taking from any non-Wholly-Owned Subsidiary, the pro rata portion thereof (calculated without regard to this clause (vi)) attributable to minority interests and not available for distribution to or for the account of the Parent Guarantor or a Wholly-Owned Subsidiary as a result thereof.

“Net Proceeds” means (a) with respect to any Disposition (including any Prepayment Asset Sale), the Cash proceeds (including Cash Equivalents and Cash proceeds subsequently received (as and when received) in respect of non-cash consideration initially received), net of (with respect to the Parent Guarantor and its Restricted Subsidiaries) (i) selling costs and out-of-pocket expenses (including broker’s fees or commissions, legal fees, accountants’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, deed or mortgage recording Taxes, relocation expenses incurred as a result thereof, foreign currency hedging expenses, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith and transfer and similar Taxes and the Parent Guarantor’s good faith estimate of income Taxes paid or payable (including

pursuant to customary Tax sharing arrangements or that are or would be imposed on intercompany distributions of such proceeds) in connection with such Disposition and the Parent Guarantor's good faith estimate of payments to be made in respect of incentive equity, synthetic equity or similar incentive awards in connection with such Disposition), (ii) amounts provided as a reserve in accordance with IFRS against any liabilities under any indemnification obligation or purchase price adjustment associated with such Disposition (provided that to the extent and at the time any such amounts are released from such reserve, other than to make a payment for which such amount was reserved, such amounts shall constitute Net Proceeds), (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness (other than the Loans, any other Indebtedness that is secured by a Lien on the Collateral that is pari passu with or expressly subordinated to the Lien on the Collateral securing the Obligations and any unsecured Indebtedness incurred by a Loan Party) that is required to be repaid or otherwise comes due or would be in default and is repaid or which is required to be paid in order to obtain a necessary consent to such Disposition or by applicable law (other than any such Indebtedness that is assumed by the purchaser of such asset), (iv) Cash escrows (until released from escrow to the Parent Guarantor or any of its Restricted Subsidiaries) from the sale price for such Disposition and (v) in the case of any Disposition by any non-Wholly-Owned Subsidiary, the pro rata portion of the Net Proceeds thereof (calculated without regard to this clause (v)) attributable to any minority interest and not available for distribution to or for the account of the Parent Guarantor or a Wholly-Owned Subsidiary as a result thereof; and (b) with respect to any issuance or incurrence of Indebtedness or Capital Stock, the Cash proceeds thereof, net of all Taxes and fees, commissions, costs, underwriting discounts and other fees and expenses incurred in connection therewith.

"Net Short Lender" has the meaning assigned to such term in Section 10.02(e).

"Netted Amounts" has the meaning assigned to such term in the definition of "Consolidated Total Debt."

"Non-Consenting Lender" has the meaning assigned to such term in Section 2.19(b)(iv).

"Non-Cooperative Jurisdiction" means a non-cooperative state or territory (*Etat ou territoire non coopératif*) as set out in the list referred to in Article 238-0 A of the French tax code (*code général des impôts*), as such list may be amended from time to time.

"Non-Debt Fund Affiliate" means the Parent Guarantor and any Affiliate of the Parent Guarantor, other than any Debt Fund Affiliate.

"Non-Finance Lease Obligation" of any Person means a lease obligation of such Person that is not an obligation in respect of a Finance Lease.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined would be less than zero percent (0%), such rate shall be deemed to be zero percent (0%), for purposes of this Agreement.

“NYFRB’s Website” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“Obligation Currency” has the meaning assigned to such term in [Section 10.20\(a\)](#).

“Obligations” means all Loan Document Obligations, together with (a) all Banking Services Obligations and (b) all Secured Hedging Obligations.

“Obligee Guarantor” has the meaning assigned to such term in [Section 7.07](#).

“Obligor Jurisdiction” shall mean each of Finland, the United States, Canada, France, Hong Kong, Switzerland, Austria, Sweden and the Cayman Islands.

“Organizational Documents” means (a) with respect to any corporation, its certificate, memorandum, notice of articles or articles of incorporation, association, amalgamation or organization and its by-laws (if any), for a corporation incorporated in Switzerland a certified excerpt of the relevant commercial register and a certified copy of its articles of association, (b) with respect to any limited partnership, its certificate and/or declaration of limited partnership and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, (d) with respect to any limited liability company, its articles of organization or certificate of formation, and its operating agreement or limited liability company agreement, (e) with respect to any exempted company, its certificate of incorporation, any change of name certificates and its memorandum and articles of association (and any amendments thereto) and (f) with respect to any other form of entity, such other organizational documents required by local Requirements of Law or customary under the jurisdiction in which such entity is organized, incorporated or registered to document the formation and governance principles of such type of entity. In the event that any term or condition of this Agreement or any other Loan Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such “Organizational Document” shall only be to a document of a type customarily certified by such governmental official.

“Other Applicable Indebtedness” has the meaning assigned to such term in [Section 2.11\(b\)\(i\)](#).

“Other Connection Taxes” means, with respect to any Lender or the Administrative Agent, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Cost Savings” has the meaning assigned to such term in the definition of “Consolidated Adjusted EBITDA”.

“Other Taxes” means any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes arising from any payment made hereunder or from the execution, delivery or enforcement of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to [Section 2.19](#)).

“Outstanding Amount” means the Dollar Equivalent of (a) with respect to any Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and

prepayments or repayments of such Loans occurring on such date, (b) with respect to any Letter of Credit, the aggregate amount available to be drawn under such Letter of Credit after giving effect to any changes in the aggregate amount available to be drawn under such Letter of Credit or the issuance or expiry of such Letter of Credit, including as a result of any LC Disbursement and (c) with respect to any LC Disbursement on any date, the aggregate outstanding amount of such LC Disbursement on such date after giving effect to any disbursements with respect to any Letter of Credit occurring on such date and any other changes in the aggregate amount of such LC Disbursement as of such date, including as a result of any reimbursements by the Borrowers of such unreimbursed LC Disbursement.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Overnight Rate” means, for any day, (a) with respect to any amount denominated in Dollars, the NYFRB Rate and (b) with respect to any amount denominated in an Alternative Currency, an overnight rate determined by the Administrative Agent or the Issuing Banks, as the case may be, in accordance with banking industry rules on interbank compensation.

“Packaged Rights” means warrants, options or other rights or obligations to acquire shares of any class of the Capital Stock of the Parent Guarantor or a Restricted Subsidiary (whether settled in Capital Stock, cash or any combination thereof), regardless of the issuer of such warrants, options or other rights, that are initially issued as a unit with Indebtedness of the Parent Guarantor or any Restricted Subsidiary (which may be guaranteed by the Guarantors, the Parent Guarantor or any Restricted Subsidiary) permitted to be incurred hereunder, for so long as such warrants, options or other rights continue to trade as a unit with such Indebtedness and have not been separated from such Indebtedness.

“Parent Company” means (a) as it relates to the Parent Guarantor, any Person or group of Persons of which the Parent Guarantor is a direct or indirect Subsidiary and (b) as it relates to any Restricted Subsidiary of the Parent Guarantor, any Person or group of Persons of which such Restricted Subsidiary is a direct or indirect Subsidiary.

“Parent Guarantor” has the meaning assigned to such term in the Recitals to this Agreement.

“Participant” has the meaning assigned to such term in Section 10.05(c).

“Participating Member State” means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

“Participant Register” has the meaning assigned to such term in Section 10.05(c).

“Party” means a party to this Agreement.

“Patent” means patents and patent applications, together with all inventions, designs or improvement described or claimed therein, and all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations in part thereof.

“PBGC” means the Pension Benefit Guaranty Corporation.

“Pension Plan” means any employee pension benefit plan, as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and that the Parent Guarantor, any of its Restricted Subsidiaries or any ERISA Affiliate, maintains or contributes to or has an obligation to contribute to, or otherwise has any liability for, but does not include any Canadian Pension Plan.

“Perfection Certificate” means the Perfection Certificate in the form agreed between the Parent Guarantor and the Administrative Agent and delivered on the Closing Date.

“Perfection Requirements” means (a) with respect to any Loan Party organized within the United States (i) the filing of appropriate financing statements with the office of the Secretary of State or other appropriate office in the state of organization of each Loan Party, (ii) the proper recording or filing, as applicable, of Mortgages and fixture filings with respect to any Material Real Estate Asset constituting Collateral, in each case in favor of the Collateral Agent for the benefit of the Secured Parties, (iii) the filing of Intellectual Property Security Agreements or other appropriate assignments or notices with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, as applicable, (iv) the delivery to the Collateral Agent (or its bailee) of any stock certificate or promissory note to the extent required to be delivered by the applicable Loan Documents and (v) other filings, recordings and registrations necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Collateral Agent or to enforce the rights of the Collateral Agent, the Administrative Agent and the Secured Parties under the Loan Documents, (b) with respect to any Loan Party organized within Canada (i) the filing of appropriate PPSA financing statements in all applicable jurisdictions, (ii) the proper recording or filing, as applicable, of Mortgages and fixture filings with respect to any Material Real Estate Asset located in Canada constituting Collateral, in each case in favor of the Collateral Agent for the benefit of the Secured Parties, (iii) the delivery to the Collateral Agent (or its bailee) of any stock certificate or promissory note to the extent required to be delivered by the applicable Loan Documents, (v) the filing of Intellectual Property Security Agreements or other appropriate assignments or notices with the Canadian Intellectual Property Office, the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, as applicable and (vi) other filings, recordings and registrations necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Collateral Agent or to enforce the rights of the Collateral Agent, the Administrative Agent and the Secured Parties under the Loan Documents and (c) subject to the Agreed Security Principles and the other provisions of the Loan Documents, with respect to any Loan Party that is not organized within the United States or Canada, (i) the filing of Intellectual Property Security Agreements or other appropriate assignments or notices with the U.S. Patent and Trademark Office, the U.S. Copyright Office and/or the Canadian Intellectual Property Office, as applicable and (ii) the taking of any actions required under applicable foreign Requirements of Law to validly create, protect or perfect the Liens on the Collateral granted by such Loan Party in favor of the Collateral Agent.

“Permitted Acquisition” means any acquisition by the Parent Guarantor or any of its Restricted Subsidiaries, whether by purchase, merger, amalgamation or otherwise, of all or a substantial portion of the assets of, or any division, line of business, business unit or Product Line (including research and development and related assets in respect of any Product Line, product or facility) of, any Person or of a majority of the outstanding Capital Stock of any Person (and, in any event, including any Investment in (x) any Restricted Subsidiary which serves to increase the Parent Guarantor’s or any Restricted Subsidiary’s respective equity ownership in such Restricted Subsidiary or (y) any Joint Venture which serves to increase the Parent Guarantor’s or any Restricted Subsidiary’s respective equity ownership in such Joint Venture and, as a result of such Investment, results in such Joint Venture becoming a Restricted Subsidiary); provided that (i) the target Person, assets, business or division in respect of such acquisition is a business permitted under Section 5.16 and (ii) at the applicable time elected by the Parent

Guarantor in accordance with Section 1.04(c), with respect to such acquisition, no Specified Event of Default shall be continuing.

“Permitted Bond Hedge Transaction” means any bond hedge or call or capped call option (or similar transaction) on or linked to the Parent Guarantor’s Capital Stock and purchased in connection with the issuance of any Convertible Indebtedness; provided that the purchase price for such Permitted Bond Hedge Transaction, less the proceeds received from the sale of any related Permitted Warrant Transaction, does not exceed the net proceeds received from the sale of such Convertible Indebtedness.

“Permitted Earlier Maturity Indebtedness Exception” means, with respect to any Incremental Term Facility, Commitment under any Incremental Revolving Facility, Incremental Equivalent Debt, Refinancing Indebtedness or Replacement Term Loan permitted to be incurred hereunder, that up to the greater of \$270,000,000 and 50% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period in aggregate principal amount of such Indebtedness and/or Commitments under Incremental Revolving Facilities outstanding at such time (the **“Specified Debt”**) may have a final maturity date that is earlier than, and a Weighted Average Life to Maturity that is shorter than the remaining Weighted Average Life to Maturity of, the Indebtedness with respect to which the Specified Debt is otherwise required to have a later final maturity date or Weighted Average Life to Maturity.

“Permitted Equity” means (a) common equity of the Parent Guarantor, (b) Qualified Capital Stock of the Parent Guarantor and (c) other preferred Capital Stock of the Parent Guarantor having terms reasonably acceptable to the Administrative Agent.

“Permitted Holders” means (a) the Investors and (b) any Person with which one or more Investors form a “group” (within the meaning of Section 14(d) of the Exchange Act as in effect on the date hereof) so long as, in the case of this clause (b), the relevant Investors directly or indirectly collectively beneficially own more than 50% of the relevant voting stock beneficially owned by the group.

“Permitted Liens” means Liens permitted pursuant to Section 6.02.

“Permitted Payee” means any future, current or former director, officer, member of management, manager, employee, independent contractor or consultant (or any Affiliate or transferee of any of the foregoing) of the Parent Guarantor (or any Restricted Subsidiary).

“Permitted Reorganization” means any transaction or undertaking, including Investments, in connection with internal reorganizations and or restructurings (including in connection with tax planning and corporate reorganizations), so long as, after giving effect thereto, (a) the Loan Parties shall comply with the Collateral and Guarantee Requirements and Section 5.12 and (b) the security interest of the Secured Parties in the Collateral, taken as a whole, is not materially impaired (including by a material portion of the assets that constitute Collateral immediately prior to such Permitted Reorganization no longer constituting Collateral) as a result of such Permitted Reorganization; provided that the Parent Guarantor shall have delivered to the Administrative Agent an officer’s certificate executed by a Responsible Officer of the Parent Guarantor certifying as to the best of such officer’s knowledge compliance with the requirements set forth in clauses (a) and (b) above.

“Permitted Treasury Arrangements” means Banking Services entered into in the ordinary course of business and any transactions between or among the Parent Guarantor and its subsidiaries that are entered into in the ordinary course of business in connection with such Banking Services.

“Permitted Warrant Transaction” means any call option, warrant or right to purchase (or similar transaction), on or linked to the Parent Guarantor’s or a Restricted Subsidiary’s Capital Stock, regardless of the issuer or seller thereof, issued substantially concurrently with any purchase of a related Permitted Bond Hedge Transaction.

“Person” means any natural person, corporation, exempted company, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or any other entity.

“PPSA” means the *Personal Property Security Act* (Ontario), as amended from time to time (or successor statute) including the regulations thereto; provided, however, if the validity, attachment, perfection (or opposability), effect of perfection or of non-perfection or priority of the Collateral Agent’s security interest in any Collateral are governed by the personal property security laws or laws relating to personal or movable property of any jurisdiction other than Ontario, “PPSA” shall also include those personal property security laws or laws relating to movable property in such other jurisdiction for the purpose of the provisions hereof relating to such validity, attachment, perfection (or opposability), effect of perfection or of non-perfection or priority and for the definitions related to such provisions.

“Preferred Capital Stock” means any Capital Stock with preferential rights of payment of dividends or upon liquidation, dissolution or winding up.

“Prepayment Asset Sale” means any Disposition by the Parent Guarantor or its Restricted Subsidiaries made pursuant to Section 6.07(h).

“Primary Obligor” has the meaning assigned to such term in the definition of “Guarantee”.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent).

“Principal Brands” means (a) the “Salomon” trademark, (b) the “Arc’teryx” trademark, (c) the “Wilson” trademark and (d) the “Atomic” trademark, including, as to each of the foregoing trademarks, (i) all combinations, derivations, abbreviations and translations thereof and (ii) any logos comprised of or containing such trademark or any of the foregoing with respect thereto.

“Pro Forma Basis” or **“pro forma effect”** means, with respect to any determination of the Total Leverage Ratio, the First Lien Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio, Consolidated Adjusted EBITDA, Consolidated Net Income or Consolidated Total Assets (including component definitions thereof), that each Subject Transaction shall be deemed to have occurred as of the first day of the applicable Test Period (or, in the case of Consolidated Total Assets (or with respect to any determination pertaining to the balance sheet, including the acquisition of Cash and Cash Equivalents in connection with an acquisition of a Person, business line, unit, division or Product Line), as of the last day of such Test Period) with respect to any test or covenant for which such calculation is being made and that:

(a) (i) in the case of (A) any Disposition of all or substantially all of the Capital Stock of any Restricted Subsidiary or any division and/or Product Line of the Parent Guarantor or any Restricted Subsidiary or (B) any designation of a Restricted Subsidiary as an Unrestricted

Subsidiary, income statement items (whether positive or negative) attributable to the property or Person subject to such Subject Transaction, shall be excluded as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made and (ii) in the case of any Permitted Acquisition, Investment and/or designation of an Unrestricted Subsidiary as a Restricted Subsidiary described in the definition of the term “Subject Transaction”, income statement items (whether positive or negative) attributable to the property or Person subject to such Subject Transaction shall be included as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made; provided that any pro forma adjustment may be applied to any such test or covenant solely to the extent that such adjustment is consistent with, subject to the limitations set forth in and without duplication with respect to the application of, the definition of “Consolidated Adjusted EBITDA”,

(b) any Expected Cost Savings as a result of any Cost Saving Initiative shall be calculated on a pro forma basis as though such Expected Cost Savings had been realized on the first day of the applicable Test Period and as if such Expected Cost Savings were realized in full during the entirety of such period; provided that any pro forma adjustment may be applied to any such test or covenant solely to the extent that such adjustment is consistent with, subject to the limitations set forth in and without duplication with respect to the application of, the definition of “Consolidated Adjusted EBITDA”,

(c) any retirement or repayment of Indebtedness shall be deemed to have occurred as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made,

(d) any Indebtedness incurred by the Parent Guarantor or any of its Restricted Subsidiaries in connection therewith shall be deemed to have occurred as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made; provided that (x) if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable Test Period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness at the relevant date of determination (taking into account any interest hedging arrangements applicable to such Indebtedness), (y) interest on any obligation with respect to any Finance Lease shall be deemed to accrue at an interest rate determined by a Responsible Officer of the Parent Guarantor in good faith to be the rate of interest implicit in such obligation in accordance with IFRS and (z) interest on any Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a Eurocurrency interbank offered rate or other rate shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen by the Parent Guarantor, and

(e) the acquisition of any assets (including Cash and Cash Equivalents) included in calculating Consolidated Total Assets, whether pursuant to any Subject Transaction or any Person becoming a subsidiary or merging, amalgamating or consolidating with or into the Parent Guarantor or any of its subsidiaries, or the Disposition of any assets (including Cash and Cash Equivalents) included in calculating Consolidated Total Assets described in the definition of “Subject Transaction” shall be deemed to have occurred as of the last day of the applicable Test Period with respect to any test or covenant for which such calculation is being made.

Notwithstanding anything to the contrary set forth in the immediately preceding paragraph, for the avoidance of doubt, when calculating the First Lien Leverage Ratio for purposes of the definitions of

“Applicable Rate”, “Required Excess Cash Flow Percentage” and “Required Net Proceeds Percentage” and when calculating the First Lien Leverage Ratio or Interest Coverage Ratio for purposes of [Section 6.15](#) (other than for the purpose of determining pro forma compliance with [Section 6.15](#) as a condition to taking any action under this Agreement), the events described in the immediately preceding paragraph that occurred subsequent to the end of the applicable Test Period shall not be given pro forma effect.

“**Product Line**” means any product line of any Person.

“**Projections**” means the projections of the Parent Guarantor and its subsidiaries provided to the Arrangers on or about February 5, 2024.

“**Promissory Note**” means a promissory note of a Borrower payable to any Lender or its registered assigns, in substantially the form of [Exhibit G](#) hereto, evidencing the aggregate outstanding principal amount of Loans of such Borrower owed to such Lender resulting from the Loans made by such Lender.

“**PTE**” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“**Public Company Costs**” means Charges associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Charges relating to compliance with the provisions of the Securities Act and the Exchange Act (and, in each case, any similar Requirement of Law under any other applicable jurisdiction), as applicable to companies with equity or debt securities held by the public and the rules of national securities exchange companies with listed equity securities and all executive, legal and professional fees and costs related to the foregoing.

“**Qualified Capital Stock**” of any Person means any Capital Stock of such Person that is not Disqualified Capital Stock.

“**Qualified Receivables Facility**” means (i) any Receivables Facility that meets the following conditions: (a) the Parent Guarantor shall have determined in good faith that such Receivables Facility (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Parent Guarantor and its Restricted Subsidiaries; (b) all sales or contributions (as applicable) of Receivables Facility Assets and related assets by the Parent Guarantor or any Restricted Subsidiary to the Receivables Subsidiary or any other Person are made for a price that is no less than fair market value (as determined in good faith by the Parent Guarantor); (c) the financing terms, covenants, termination events and other provisions thereof shall be on market terms (as determined in good faith by the Parent Guarantor) and may include Standard Securitization Undertakings; and (d) the obligations under such Receivables Facility are non-recourse (except with respect to Standard Securitization Undertakings) to the Parent Guarantor or any of its Restricted Subsidiaries (other than a Receivables Subsidiary) and (ii) (w) the receivables financing arrangements entered into between Amer Sports US Financing LLC, Amer Sports Winter & Outdoor Company, Wilson Sporting Goods Co., Amer Sports Company and Wells Fargo Bank, National Association on July 15, 2022 and (x) the receivables financing arrangements entered into between Amer Sports Deutschland GmbH and Targobank AG on December 14, 2023, (y) the receivables financing arrangements entered into between Amer Sports Austria GmbH and Targobank AG on December 15, 2023 and (z) the receivables financing arrangements to be entered into between Amer Sports France S.A.S. and Targobank AG shall, in each case of the foregoing sub-clauses (w) through (z), be deemed to be Qualified Receivables Facilities.

“Qualifying Bid” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Qualifying Lender” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Rating Agencies” shall mean Moody’s and S&P.

“Ratio Interest Expense” means, with respect to any Person for any period, (a) consolidated total cash interest expense of such Person and its Restricted Subsidiaries for such period, (i) including the interest component of any payment under any Finance Lease (regardless of whether accounted for as interest expense under IFRS) and (ii) excluding (A) amortization, accretion or accrual of deferred financing fees, original issue discount, debt issuance costs, discounted liabilities, commissions, fees and expenses, (B) any expense arising from any bridge, commitment, structuring and/or other financing fee (including fees and expenses associated with the Transactions and agency and trustee fees but excluding, with respect to Letters of Credit, any fees of the type described in Section 2.12(b)), (C) any expense resulting from the discounting of Indebtedness in connection with the application of recapitalization accounting or, if applicable, acquisition accounting, (D) fees and expenses associated with any Dispositions, acquisitions, Investments, issuances of Capital Stock or Indebtedness (in each case, whether or not consummated), (E) costs associated with obtaining, or breakage costs in respect of, any Hedge Agreement or any other derivative instrument other than any interest rate Hedge Agreement or interest rate derivative instrument with respect to Indebtedness, (F) penalties and interest relating to Taxes, (G) any “additional interest” or “liquidated damages” for failure to timely comply with registration rights obligations, (H) [reserved], (I) any payments with respect to make-whole, prepayment or repayment premiums or other breakage costs of any Indebtedness, (J) any interest expense attributable to the exercise of appraisal rights or other rights of dissenting shareholders and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto in connection with any acquisition or Investment permitted hereunder, (K) any lease, rental or other expense in connection with a Non-Finance Lease Obligation and (L) for the avoidance of doubt, any non-cash interest expense attributable to any movement in the mark to market valuation of any obligation under any Hedge Agreement or any other derivative instrument and/or any payment obligation arising under any Hedge Agreement or derivative instrument other than any interest rate Hedge Agreement or interest rate derivative instrument with respect to Indebtedness minus (b) cash interest income for such period. For purposes of this definition, (x) interest in respect of any Finance Lease shall be deemed to accrue at an interest rate determined by such Person in good faith to be the rate of interest implicit in such Finance Lease in accordance with IFRS and (y) for the avoidance of doubt, unless already included in the calculation of interest expense, interest expense shall be calculated after giving effect to any payments made or received under any Hedge Agreement or any other derivative instrument with respect to Indebtedness.

“Real Estate Asset” means, at any time of determination, all right, title and interest of any Loan Party in and to all real property owned by such Loan Party and all real property leased or subleased by such Loan Party (in each case including, but not limited to, land, improvements and fixtures thereon).

“Reallocated Incremental Amount” has the meaning assigned to such term in the definition of “Shared Incremental Amount”.

“Receivables Facility” means any of one or more receivables financing facilities or securitization financing facilities as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, pursuant to which the Parent Guarantor or any of the Restricted Subsidiaries sells or grants a security interest in its Receivables Facility Assets to either (a) a Person that is not a Subsidiary or (b) a Receivables Subsidiary that sells or grants a security interest in its Receivables Facility Assets to a Person

that is not the Parent Guarantor or a Restricted Subsidiary (or by borrowing from such a Person or from another Receivables Subsidiary that in turn funds itself by borrowing from such a Person).

“Receivables Facility Asset” means (a) any accounts receivable, fee or royalty receivables, lease receivables, notes receivable or similar instruments, chattel paper, real estate asset, mortgage receivable, revenue stream or other right of payment of any kind (each, a **“Payment Right”**), (b) any proceeds of any Payment Right, (c) any segregated deposit or securities accounts into which solely the proceeds of Payment Rights or related Receivables Facility Assets are received, (d) all of the interest in the inventory and goods (including returned or repossessed inventory or goods), if any, the sale, financing or lease of which gave rise to any Payment Right and all insurance contracts with respect thereto, (e) all other security interests or liens and property subject thereto from time to time, if any, purporting to secure payment of any Payment Right, whether pursuant to the contract related thereto or otherwise, together with all financing statements and security agreements describing any collateral securing any Payment Right, (f) all guaranties, letters of credit, letter-of-credit rights, supporting obligations, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of any Payment Right, whether pursuant to the contract related thereto or otherwise, (g) all contracts (including service contracts) and agreements associated with any Payment Right, (h) all records related to the foregoing and (i) any Capital Stock of any Receivables Subsidiary and any applicable Receivables Subsidiary’s right, title and interest in, to and under the documentation relating to a Receivables Facility.

“Receivables Fees” means distributions or payments made directly or by means of discounts with respect to any Receivables Facility Asset or participation interest therein issued or sold in connection with, and other fees and expenses paid to a Person that is not a Restricted Subsidiary in connection with, any Receivables Facility.

“Receivables Subsidiary” means any Subsidiary formed for the purpose of facilitating or entering into one or more Receivables Facilities and that engages only in activities reasonably related or incidental thereto, or another Person formed for the purposes of engaging in a Receivables Facility in which the Parent Guarantor or any subsidiary makes an Investment and to which the Parent Guarantor or any subsidiary transfers Receivables Facility Assets.

“Reclassifiable Item” has the meaning assigned to such term in Section 1.03(b).

“Reference Time” with respect to any setting of the then-current Benchmark shall mean (1) is such Benchmark is Term SOFR, 5:00 a.m. (Chicago time) on the day that is two (2) Business Days preceding the date of such setting, (2) if such Benchmark is the EURIBO Screen Rate, 11:00 a.m. Brussels time two TARGET Days preceding the date of such setting, or (3) if such Benchmark is none of the foregoing, the time determined by the Administrative Agent in its reasonable discretion, otherwise, the time determined by the Administrative Agent in its reasonable discretion in accordance with the terms of this Agreement.

“Refinancing” has the meaning assigned to such term in Section 4.01(j).

“Refinancing Amendment” means an amendment to this Agreement that is reasonably satisfactory to the Administrative Agent and the Parent Guarantor executed by (a) the applicable Borrower(s), and, if applicable, any other Loan Parties, (b) the Administrative Agent and (c) each Lender that agrees to provide all or any portion of the Replacement Term Loans or the Replacement Revolving Facility, as applicable, being incurred pursuant thereto and in accordance with Section 10.02(c).

“Refinancing Indebtedness” has the meaning assigned to such term in Section 6.01(p).

“Refunding Capital Stock” has the meaning assigned to such term in Section 6.04(a)(viii).

“Register” has the meaning assigned to such term in Section 10.05(b).

“Regulated Bank” means an Approved Commercial Bank that is (i) a U.S. depository institution the deposits of which are insured by the Federal Deposit Insurance Corporation; (ii) a corporation organized under section 25A of the U.S. Federal Reserve Act of 1913; (iii) a branch, agency or commercial lending company of a foreign bank operating pursuant to approval by and under the supervision of the Board under 12 CFR part 211; (iv) a non-U.S. branch of a foreign bank managed and controlled by a U.S. branch referred to in clause (iii); or (v) any other U.S. or non-U.S. depository institution or any branch, agency or similar office thereof supervised by a bank regulatory authority in any jurisdiction.

“Regulation D” means Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation U” means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation X” means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Reinvestment Period” has the meaning assigned to such term in Section 2.11(b)(ii)(A).

“Related Funds” means with respect to any Lender that is an Approved Fund, any other Approved Fund that is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, managers, officers, trustees, employees, partners, agents, advisors and other representatives of such Person and such Person’s Affiliates.

“Release” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment.

“Relevant Governmental Body” means (i) with respect to a Benchmark Replacement in respect of Loans denominated in Dollars, the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto, (ii) with respect to a Benchmark Replacement in respect of Loans denominated in Euros, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto, and (iii) with respect to a Benchmark Replacement in respect of Loans denominated in any other currency, (a) the central bank for the currency in which such Benchmark Replacement is denominated or any central bank or other supervisor which is responsible for supervising either (1) such Benchmark Replacement or (2) the administrator of such Benchmark Replacement or (b) any working group or committee officially endorsed or convened by (1) the central bank for the currency in which such Benchmark Replacement is denominated, (2) any central bank or other supervisor that is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement, (3) a group of those central banks or other supervisors or (4) the Financial Stability Board or any part thereof.

“Relevant Rate” means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Eurocurrency Rate for Dollars, (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the Eurocurrency Rate for Euros, or (iii) with respect to any Borrowing in any Alternate Currency other than Euros (to the extent such Loans denominated in such currency will bear interest at a daily rate), the applicable Alternative Currency Daily Rate, in each case, as applicable.

“Relevant Transaction” has the meaning assigned to such term in Section 1.08(a).

“Replaced Revolving Facility” has the meaning assigned to such term in Section 10.02(c).

“Replaced Term Loans” has the meaning assigned to such term in Section 10.02(c).

“Replacement Debt” means any Refinancing Indebtedness (whether borrowed in the form of secured or unsecured loans, issued in a public offering, Rule 144A under the Securities Act or other private placement or bridge financing in lieu of the foregoing or otherwise) incurred in respect of Indebtedness permitted under Section 6.01(a) (and any subsequent refinancing of such Replacement Debt).

“Replacement Revolving Facility” has the meaning assigned to such term in Section 10.02(c).

“Replacement Term Loans” has the meaning assigned to such term in Section 10.02(c).

“Reply Amount” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Reply Price” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Representatives” has the meaning assigned to such term in Section 10.13.

“Repricing Transaction” means each of (in each case, as applicable) (a) the optional prepayment (or mandatory prepayment pursuant to Section 2.11(b)(iii)), repayment, refinancing, substitution or replacement of all or a portion of the Initial Term Loans substantially concurrently with the incurrence by any Loan Party of any broadly syndicated Dollar denominated long-term term “B” loans (or in the case of the Initial EUR Term Loans, any broadly syndicated Euro denominated long-term term “B” loans) secured on a pari passu basis with the Initial Term Loans (including any first-lien secured Replacement Term Loans) having an Effective Yield that is less than the Effective Yield applicable to the Initial Term Loans so prepaid, repaid, refinanced, substituted or replaced and (b) any amendment, waiver or other modification to this Agreement that would have the effect of reducing the Effective Yield applicable to the Initial Term Loans; provided that the primary purpose (as determined by the Parent Guarantor in good faith) of such prepayment, repayment, refinancing, substitution, replacement, amendment, waiver or other modification was to reduce the Effective Yield applicable to the Initial Term Loans; provided, further, that in no event shall any such prepayment, repayment, refinancing, substitution, replacement, amendment, waiver or other modification in connection with a Change of Control, Material Acquisition or Transformative Transaction constitute a Repricing Transaction. Any determination by the Administrative Agent of the Effective Yield for purposes of the definition shall be conclusive and binding on all Lenders, and the Administrative Agent shall have no liability to any Person with respect to such determination absent bad faith, gross negligence or willful misconduct.

“Required Excess Cash Flow Percentage” means, as of any date of determination, (a) if the First Lien Leverage Ratio is greater than 3.25:1.00, 50%, (b) if the First Lien Leverage Ratio is less than or equal to 3.25:1.00 and greater than 2.75:1.00, 25% and (c) if the First Lien Leverage Ratio is less than or equal to 2.75:1.00, 0%; it being understood and agreed that, for purposes of this definition as it applies

to the determination of the amount of Excess Cash Flow that is required to be applied to prepay Subject Loans under Section 2.11(b)(i) for any Excess Cash Flow Period, the First Lien Leverage Ratio shall be determined on the scheduled date of prepayment (after giving pro forma effect to such prepayment and to any other repayment or prepayment at or prior to the time such Excess Cash Flow prepayment is due).

“Required Lenders” means, at any time, Lenders having Term Loans, Revolving Credit Exposure or unused Commitments representing more than 50% of the sum of the total Term Loans, Revolving Credit Exposure and such unused Commitments at such time.

“Required Net Proceeds Percentage” means, as of any date of determination, (a) if the First Lien Leverage Ratio is greater than 2.50:1.00, 100%, (b) if the First Lien Leverage Ratio is less than or equal to 2.50:1.00 and greater than 2.00:1.00, 50% and (c) if the First Lien Leverage Ratio is less than or equal to 2.00:1.00, 0%; it being understood and agreed that, for purposes of this definition as it applies to the determination of the amount of Net Proceeds or Net Insurance/Condemnation Proceeds that are required to be applied to prepay Subject Loans under Section 2.11(b)(ii) for any payment, the First Lien Leverage Ratio shall be determined on the date on which such proceeds are received by the Parent Guarantor or applicable Restricted Subsidiary (giving pro forma effect to the subject Dispositions and/or casualty events and the application of the relevant proceeds thereof other than any increase in cash and cash equivalents resulting from the receipt of such proceeds); provided that with respect to any applicable Disposition of any Principal Brand, the Required Net Proceeds Percentage is 100% and is not subject to any decrease or step down.

“Required Revolving Lenders” means, at any time, Lenders having Revolving Credit Exposure and unused Revolving Credit Commitments representing more than 50% of the sum of the total Revolving Credit Exposure and such unused Revolving Credit Commitments at such time.

“Requirements of Law” means, with respect to any Person, collectively, the common law and all federal, state, provincial, territorial, local or municipal or other foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Responsible Officer” of any Person means the chief executive officer, the president, the chief financial officer, the treasurer, any assistant treasurer, any executive vice president, any senior vice president, any vice president, any director or the chief operating officer of such Person and any other individual or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement, and, as to any document delivered on the Closing Date, shall include any secretary or assistant secretary or any other individual or similar official thereof with substantially equivalent responsibilities of a Loan Party and, solely for purposes of notices given pursuant to Article 2, any other officer of the applicable Loan Party so designated by any of the foregoing officers in a written notice to the Administrative Agent (including, for the avoidance of doubt, by electronic means). Any document delivered hereunder that is signed by a Responsible Officer of any Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action

on the part of such Loan Party, and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Responsible Officer Certification” means, with respect to the financial statements for which such certification is required, the certification of a Responsible Officer of the Parent Guarantor that such financial statements fairly present, in all material respects, in accordance with IFRS, the consolidated financial condition of the Persons covered by such financial statements as at the dates indicated and their consolidated income and cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments and, in the case of quarterly financial statements, the absence of footnotes.

“Restricted Amount” has the meaning assigned to such term in Section 2.11(b)(iv).

“Restricted Debt” means any Junior Indebtedness to the extent the outstanding principal amount thereof is equal to or greater than the greater of \$110,000,000 and 20% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period.

“Restricted Debt Payments” has the meaning assigned to such term in Section 6.04(b).

“Restricted Payment” means (a) any dividend or other distribution on account of any shares of any class of the Capital Stock of the Parent Guarantor, except a dividend payable solely in shares of Qualified Capital Stock (or in options, warrants or other rights to purchase such Qualified Capital Stock) to the holders of such class, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value of any shares of any class of the Capital Stock of the Parent Guarantor and (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Capital Stock of the Parent Guarantor now or hereafter outstanding (other than Convertible Indebtedness or Packaged Rights). The amount of any Restricted Payment (other than Cash) shall be the fair market value, as determined in good faith by the Parent Guarantor on the applicable date set forth in Section 1.04(e), of the assets or securities proposed to be transferred or issued by the Parent Guarantor pursuant to such Restricted Payment. For the avoidance of doubt, any payment on account of any Indebtedness convertible into or exchangeable for Capital Stock shall be deemed not to be a Restricted Payment.

“Restricted Subsidiary” means, as to any Person, any subsidiary of such Person that is not an Unrestricted Subsidiary. Unless otherwise specified, “Restricted Subsidiary” shall mean any Restricted Subsidiary of the Parent Guarantor.

“Return Bid” has the meaning assigned to such term in the definition of “Dutch Auction”.

“Revaluation Date” means (a) with respect to any Revolving Loan denominated in an Alternate Currency, each of the following: (i) the date of the Borrowing of such Loan and (ii) with respect to any Eurocurrency Rate Loan, each date of a conversion into or continuation of such Revolving Loan pursuant to the terms of this Agreement; (b) with respect to any Letter of Credit denominated in an Alternate Currency, each of the following: (i) the date on which such Letter of Credit is issued, (ii) the first Business Day of each calendar month and (iii) the date of any amendment of such Letter of Credit that has the effect of increasing the face amount thereof; and (c) any additional date as the Administrative Agent may determine at any time when an Event of Default exists.

“Revolving Credit Borrower” has the meaning assigned to such term in the Recitals to this Agreement.

“Revolving Credit Commitment” means any Initial Revolving Credit Commitment and any Additional Revolving Credit Commitment.

“Revolving Credit Exposure” means, with respect to any Lender at any time, the aggregate Outstanding Amount at such time of such Lender’s Initial Revolving Credit Exposure and Additional Revolving Credit Exposure.

“Revolving Facility” means the Initial Revolving Facility, any Incremental Revolving Facility, any facility governing any Extended Revolving Credit Commitment or Extended Revolving Loans and any Replacement Revolving Facility.

“Revolving Lender” means any Initial Revolving Lender and any Additional Revolving Lender. Unless the context otherwise requires, the term “Revolving Lenders” shall include the Swingline Lender.

“Revolving Loans” means any Initial Revolving Loans and any Additional Revolving Loans.

“RFR Business Day” means, for any Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to any other Alternate Currency (to the extent such Loans denominated in such currency will bear interest at a daily rate), any day other than those identified at the time such Alternate Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.10(a).

“S&P” means S&P Global Ratings.

“S&P Rating” means, at any time, the rating issued by S&P and then in effect with respect to the Parent Guarantor’s Index Debt.

“Sale and Lease-Back Transaction” has the meaning assigned to such term in Section 6.08(b).

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of comprehensive Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Syria, the so-called People’s Republic of Luhansk, the so-called People’s Republic of Donetsk), and the non-government controlled areas of Kherson and Zaporzhzhia regions of Ukraine.

“Sanctioned Person” means, at any time, any Person that is the subject of Sanctions, including, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty’s Treasury, Global Affairs Canada, the Swiss State Secretariat for Economic Affairs of Switzerland (SECO) and/or the Swiss Directorate of International Law (DIL) or the Hong Kong Monetary Authority, (b) any Person located, organized or resident in a Sanctioned Country or (c) any Person owned 50% or more or controlled by any such Person or Persons described in the foregoing clause (a).

“Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union and its member states, His Majesty’s Treasury (including, for the avoidance of doubt, any sanctions extended to the Cayman Islands by Order in Council), the Government of Canada, the Swiss State Secretariat for Economic Affairs of Switzerland (SECO) and/or the Swiss Directorate of International Law (DIL) and the Hong Kong Monetary Authority.

“**Scheduled Consideration**” has the meaning assigned to such term in Section 2.11(b)(i)(7).

“**SEC**” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of its functions.

“**Secured Hedging Counterparty**” means each counterparty to the Parent Guarantor and/or any Restricted Subsidiary of the Parent Guarantor under a Hedge Agreement as described in the definition of “Secured Hedging Obligations” below.

“**Secured Hedging Obligations**” means all Hedging Obligations (other than any Excluded Swap Obligations) under each Hedge Agreement that (a) is in effect on the Closing Date between the Parent Guarantor or any Restricted Subsidiary of the Parent Guarantor and a counterparty that is the Administrative Agent, a Lender, an Arranger or any Affiliate of the Administrative Agent, a Lender or an Arranger as of the Closing Date or any other Person that is reasonably acceptable to the Administrative Agent or (b) is entered into after the Closing Date between the Parent Guarantor or any Restricted Subsidiary of the Parent Guarantor and any counterparty that is (or is an Affiliate of) the Administrative Agent, any Lender or any Arranger at the time such Hedge Agreement is entered into or any other Person that is reasonably acceptable to the Administrative Agent, it being understood that each counterparty thereto shall be deemed (A) to appoint the Collateral Agent and the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 9, Sections 10.03 and 10.10 and each Acceptable Intercreditor Agreement as if it were a Lender.

“**Secured Leverage Ratio**” means the ratio, as of any date of determination, of (a) Consolidated Secured Debt as of such date to (b) Consolidated Adjusted EBITDA for the Test Period then most recently ended or the Test Period otherwise specified where the term “Secured Leverage Ratio” is used in this Agreement, in each case for the Parent Guarantor and its Restricted Subsidiaries.

“**Secured Parties**” means (i) the Lenders, the Swingline Lender and each Issuing Bank, (ii) the Administrative Agent and the Collateral Agent, (iii) each counterparty to a Hedge Agreement the obligations under which constitute Secured Hedging Obligations, (iv) each provider of Banking Services the obligations under which constitute Banking Services Obligations, (v) the Agent and the Arrangers and (vi) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document.

“**Securities**” means any stock, shares, units, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; provided that the term “Securities” shall not include any earn-out agreement or obligation or any employee bonus or other incentive compensation plan or agreement.

“**Securities Act**” means the Securities Act of 1933 and the rules and regulations of the SEC promulgated thereunder.

“**Securitization Repurchase Obligation**” means any obligation of a seller (or any guaranty of such obligation) of assets subject to a Receivables Facility to repurchase such assets arising as a result of a breach of a representation, warranty or covenant or otherwise, including, without limitation, as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or

counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to such seller.

“**Senior Notes**” means the \$800,000,000 of 6.75% Senior Secured First Lien Notes due 2031, issued under the Senior Notes Indenture.

“**Senior Notes Indenture**” means that certain Indenture, dated as of February 16, 2024, by and among the Parent Guarantor, certain of its Subsidiaries The Bank of New York Mellon Trust Company, N.A., as trustee and Wilmington Trust (London) Limited, as notes collateral agent, as the same may be amended, restated, supplemented, waived and/or otherwise modified from time to time.

“**Shared Expected Cost Savings Cap**” means, for any Test Period, an amount equal to 25% of Consolidated Adjusted EBITDA for such Test Period, calculated after giving effect to any amounts added to or included in Consolidated Adjusted EBITDA pursuant to any clause of Consolidated Adjusted EBITDA for such Test Period, including clauses (x) and (xx) thereto; provided that, for the avoidance of doubt, the Parent Guarantor may elect, in its discretion, to allocate any such add-backs or inclusions to Consolidated Adjusted EBITDA with respect to Expected Cost Savings as a result of any Cost Saving Initiative as between clause (x) of Consolidated Adjusted EBITDA and sub-clause (i) in the first proviso to clause (xx) of Consolidated Adjusted EBITDA (to the extent the other requirements for so including such add-backs or inclusions are otherwise satisfied), but the inclusion of any such add-backs or inclusions in clause (x) of Consolidated Adjusted EBITDA for any Test Period shall count against the Shared Expected Cost Savings Cap in sub-clause (i) in the first proviso to clause (xx) of Consolidated Adjusted EBITDA in such Test Period, and vice versa.

“**Shared Incremental Amount**” means, as of any date of determination, (a) the greater of \$540,000,000 and 100% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period calculated on a Pro Forma Basis minus (b) (x) the aggregate principal amount of Indebtedness originally incurred or issued pursuant to Section 6.01(o)(ii), outstanding on such date (the “**Reallocated Incremental Amount**”) and (y) the aggregate principal amount of all Incremental Facilities and/or Incremental Equivalent Debt originally incurred or issued in reliance on the Shared Incremental Amount outstanding on such date, in each case after giving effect to any reclassification of any such Indebtedness as having been incurred under clause (e) of the definition of “Incremental Cap” hereunder.

“**Similar Business**” means any Person the majority of the revenues of which are derived from a business that would be permitted by Section 5.16 if the references to “Restricted Subsidiaries” in Section 5.16 were read to refer to such Person.

“**SOFR**” means, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate for such U.S. Government Securities Business Day published by the SOFR Administrator on the website of the SOFR Administrator, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time) on the immediately succeeding U.S. Government Securities Business Day.

“**SOFR Administrator**” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“**SPC**” has the meaning assigned to such term in Section 10.05(e).

“Specified Event of Default” means an Event of Default pursuant to Section 8.01(a) or, with respect to the Parent Guarantor or any Borrower, Section 8.01(f) or (g).

“Specified Foreign Subsidiary” means a Subsidiary (other than any of the Closing Date Guarantors) that is a CFC with respect to which a U.S. Subsidiary of the Parent Guarantor that is a corporation for U.S. federal income tax purposes owns (within the meaning of section 958(a) of the Code) more than 50% of the equity by vote or value.

“Specified Person” has the meaning assigned to such term in Section 8.01(f).

“Spot Rate” means, for any currency, on any Revaluation Date or other relevant date of determination, the rate determined by the Administrative Agent to be the rate quoted by the Administrative Agent as the spot rate for the purchase by the Administrative Agent of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date that is two Business Days prior to the date as of which the foreign exchange computation is made (or on such other day and time as may be mutually agreed by the Parent Guarantor and the Administrative Agent); provided that the Administrative Agent may obtain such spot rate from another financial institution designated by the Administrative Agent if the Administrative Agent does not have as of the date of determination a spot buying rate for any such currency.

“Standard Securitization Undertakings” means representations, warranties, covenants and indemnities entered into by the Parent Guarantor or any Subsidiary of the Parent Guarantor which the Parent Guarantor has determined in good faith to be customary in a non-recourse Receivables Facility, including, without limitation, those relating to the servicing of the assets of a Receivables Subsidiary, it being understood that any Securitization Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

“Standby Letter of Credit” means any Letter of Credit other than any Commercial Letter of Credit.

“Stated Amount” means, with respect to any Letter of Credit, at any time, the maximum amount available to be drawn thereunder, in each case determined (x) as if any future automatic increases in the maximum available amount provided for in any such Letter of Credit had in fact occurred at such time and (y) without regard to whether any conditions to drawing could then be met but after giving effect to all previous drawings made thereunder.

“Subject Loans” means, as of any date of determination, (a) Initial Term Loans and (b) any Additional Term Loans that are subject to ratable prepayment requirements in accordance with Section 2.11(b) on such date.

“Subject Person” has the meaning assigned to such term in the definition of “Consolidated Net Income”.

“Subject Proceeds” has the meaning assigned to such term in Section 2.11(b)(ii).

“Subject Subsidiary” has the meaning assigned to such term in Section 5.10.

“Subject Transaction” means, with respect to any Test Period, (a) the Transactions, (b) any Permitted Acquisition or any other acquisition or similar Investment, whether by purchase, merger, amalgamation or otherwise, of all or substantially all of the assets of, or any business line, unit or division of, any Person or any facility, or of a majority of the outstanding Capital Stock of any Person (and in any

event including any Investment in (x) any Restricted Subsidiary the effect of which is to increase the Parent Guarantor's or any Restricted Subsidiary's respective equity ownership in such Restricted Subsidiary or (y) any Joint Venture for the purpose of increasing the Parent Guarantor's or its relevant Restricted Subsidiary's ownership interest in such Joint Venture), in each case that is permitted by this Agreement, (c) any Disposition of all or substantially all of the assets or Capital Stock of a subsidiary (or any business unit, line of business or division of the Parent Guarantor or a Restricted Subsidiary) not prohibited by this Agreement, (d) the designation of a Restricted Subsidiary as an Unrestricted Subsidiary or an Unrestricted Subsidiary as a Restricted Subsidiary in accordance with Section 5.10 hereof, (e) any incurrence or repayment of Indebtedness (other than revolving Indebtedness), (f) any Cost Saving Initiative and/or (g) any other event that by the terms of the Loan Documents requires pro forma compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a pro forma basis.

"Subsidiary" or **"subsidiary"** means, with respect to any Person, any corporation, exempted company, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of stock, shares or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of such Person or a combination thereof; provided that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interests in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding. Unless otherwise specified, "subsidiary" shall mean any subsidiary of the Parent Guarantor.

"Subsidiary Guarantor" means (x) on the Closing Date, each subsidiary of the Parent Guarantor listed on Schedule 1.01(f) as of the Closing Date and (y) thereafter, each subsidiary of the Parent Guarantor that becomes a guarantor of the Obligations pursuant to the terms of this Agreement, in each case, until such time as the relevant subsidiary is released from its obligations under the Loan Guarantee in accordance with the terms and provisions hereof. Notwithstanding the foregoing, the Parent Guarantor may from time to time, upon notice to the Administrative Agent, elect to cause any subsidiary that would otherwise be an Excluded Subsidiary to become a Subsidiary Guarantor hereunder (but shall have no obligation to do so), subject to the satisfaction of guarantee and collateral requirements consistent with the Collateral and Guarantee Requirements or otherwise reasonably acceptable to the Parent Guarantor and the Administrative Agent (which shall include, in the case of a Foreign Subsidiary, guarantee and collateral requirements customary under local law, including customary local limitations). For the avoidance of doubt, in no event shall an Excluded Subsidiary be a Subsidiary Guarantor unless the Parent Guarantor makes such an election with respect to the Excluded Subsidiary.

"Successor Borrower" has the meaning assigned to such term in Section 6.07(a)(i)(B).

"Swap Obligations" means, with respect to any Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swedish Companies Act" means the Swedish Companies Act (Sw. *aktiebolagslag (2005:551)*) (or its equivalent from time to time).

"Swedish Law Collateral Documents" means each Collateral Document governed by Swedish law and/or any other agreements, instruments or documents governed by Swedish law or perfected

pursuant to Swedish law that creates or purports to create a Lien to secure the Obligations in favor of the Secured Parties, including the Swedish Closing Date Security Documents.

“**Swedish Loan Party**” means a Loan Party incorporated in Sweden.

“**Swedish Closing Date Security Documents**” means (i) a Swedish law governed pledge agreement entered into between Amer Sports Corporation and the Collateral Agent, in respect of the shares in Amernet Holding, and (ii) a Swedish law governed pledge agreement entered into between Amernet Holding and the Collateral Agent, in respect of bank accounts, in each case, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“**Swedish Terms**” means the principles set forth in Section 1.15.

“**Swingline Exposure**” means, at any time, the aggregate principal amount of Swingline Loans outstanding at such time. The Swingline Exposure of any Revolving Lender at any time shall be equal to its Applicable Percentage of the aggregate Swingline Exposure at such time.

“**Swingline Lender**” means J.P. Morgan SE, in its capacity as lender of Swingline Loans hereunder and acting through any of its Affiliates as it deems appropriate, or any successor lender of Swingline Loans hereunder.

“**Swingline Loan**” means any Loan made pursuant to Section 2.04.

“**Swiss Federal Tax Administration**” means the tax authorities referred to in article 34 of the Swiss Withholding Tax Act.

“**Swiss Guarantor**” means any Subsidiary Guarantor incorporated in Switzerland and/or having its registered office in Switzerland and/or qualifying as a Swiss resident pursuant to art 9 of the Swiss Withholding Tax Act.

“**Swiss Withholding Tax**” means taxes imposed under the Swiss Withholding Tax Act.

“**Swiss Withholding Tax Act**” means the Swiss Federal Act on the Withholding Tax of 13 October 1965 (*Bundesgesetz über die Verrechnungssteuer*), together with the related ordinances, regulations and guidelines, all as amended and applicable from time to time.

“**T2**” means the real time gross settlement system operated by the Eurosystem, or any successor system.

“**TARGET Day**” means any day on which T2 (the real time gross settlement system operated by the Eurosystem), or any successor system, is in operation for the settlement of payments in Euro.

“**Taxes**” means any and all present and future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax and penalties applicable thereto.

“**Term Benchmark**” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Term SOFR or the EURIBO Screen Rate.

“**Term Commitment**” means any Initial Term Loan Commitment and, if applicable, any Additional Term Loan Commitment.

“**Term Facility**” means the Term Loans provided to or for the benefit of the Term Loan Borrowers pursuant to the terms of this Agreement.

“**Term Lender**” means a Lender with a Term Commitment or an outstanding Term Loan.

“**Term Loan**” means the Initial Term Loans and, if applicable, any Additional Term Loans.

“**Term Loan Borrower**” has the meaning assigned to such term in the Recitals to this Agreement.

“**Term SOFR**” means,

(a) for any calculation with respect to a Eurocurrency Rate Loan denominated in Dollars, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “**Periodic Term SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to an ABR Loan denominated in Dollars on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “**ABR Term SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any ABR Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such ABR SOFR Determination Day.

provided that (a) solely with respect to the Initial Revolving Loans, if any such rate determined pursuant to the preceding clauses (i) or (ii) is less than zero, the Term SOFR will be deemed to be zero and (b) solely with respect to the Initial Term Loans, if any such rate determined pursuant to the preceding clauses (i) or (ii) is less than 0%, the Term SOFR will be deemed to be 0%.

“**Term SOFR Administrator**” means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“Term SOFR Reference Rate” means the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR.

“Termination Date” has the meaning assigned to such term in the lead-in to Article 5.

“Test Period” means, as of any date, the period of four consecutive Fiscal Quarters then most recently ended for which financial statements under Section 5.01(a) or Section 5.01(b), as applicable, have been delivered (or are required to have been delivered) ; it being understood and agreed that prior to the first delivery (or required delivery) of financial statements under Section 5.01(a) or Section 5.01(b), “Test Period” means the period of four consecutive Fiscal Quarters ended September 30, 2023.

“Threshold Amount” means the greater of \$85,000,000 and 15% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period.

“Total Leverage Ratio” means the ratio, as of any date of determination, of (a) Consolidated Total Debt outstanding as of such date to (b) Consolidated Adjusted EBITDA for the Test Period then most recently ended or the Test Period otherwise specified where the term “Total Leverage Ratio” is used in this Agreement in each case for the Parent Guarantor and its Restricted Subsidiaries.

“Total Revolving Credit Commitment” means, at any time, the aggregate amount of the Revolving Credit Commitments as in effect at such time. The Total Revolving Credit Commitment as of the Closing Date is \$710,000,000.

“Trademark” means all trademarks, service marks, trade names, trade dress and logos, registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, and all renewals of the foregoing.

“Transaction Costs” means fees, premiums, expenses and other transaction costs (including original issue discount or upfront fees) payable or otherwise borne by the Parent Guarantor and/or its subsidiaries in connection with the Transactions and the transactions contemplated thereby.

“Transactions” means, collectively, (a) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the Borrowing of Loans hereunder, (b) the Refinancing and (c) the payment of the Transaction Costs.

“Transformative Transaction” means any transaction by the Parent Guarantor or any Restricted Subsidiary that is either (a) not permitted by the terms of this Agreement immediately prior to the consummation of such transaction or (b) if permitted by the terms of this Agreement immediately prior to the consummation of such transaction, would not provide the Parent Guarantor and its Restricted Subsidiaries with a durable capital structure following such consummation, as determined by the Borrower acting in good faith.

“Treasury Capital Stock” has the meaning assigned to such term in Section 6.04(a)(viii).

“Treasury Regulations” means the U.S. federal income tax regulations promulgated under the Code.

“Type”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Eurocurrency Rate, the Alternate Base Rate or the Alternative Currency Daily Rate.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the creation or perfection of security interests.

“**UK Financial Institution**” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person subject to IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“**UK Resolution Authority**” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“**Unadjusted Benchmark Replacement**” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“**Unrestricted Cash Amount**” means, as to any Person on any date of determination, the amount of (a) unrestricted Cash and Cash Equivalents of such Person and its Restricted Subsidiaries and (b) Cash and Cash Equivalents of such Person and its Restricted Subsidiaries that are restricted in favor of the holders (or an agent thereof) of any Consolidated Total Debt (other than with respect to cash pledged to cash collateralize letters of credit not issued pursuant to this Credit Agreement) that is included in the applicable ratio being calculated, in each case as determined in accordance with IFRS.

“**Unrestricted Subsidiary**” means, any subsidiary of the Parent Guarantor (other than a Borrower) designated by the Parent Guarantor as an Unrestricted Subsidiary on the Closing Date and listed on Schedule 5.10 hereto or after the Closing Date pursuant to Section 5.10.

“**Unused Revolving Credit Commitment**” of any Lender, at any time, means the remainder of the Revolving Credit Commitment of such Lender at such time, if any, less the sum of (a) the aggregate Outstanding Amount of Revolving Loans made by such Lender, (b) such Lender’s LC Exposure at such time and (c) except for purposes of Section 2.12(a), such Lender’s Applicable Percentage of the aggregate Outstanding Amount of Swingline Loans.

“U.S.” or “**United States**” means the United States of America.

“**U.S. Borrower**” means Amer Sports Company and any Additional Borrower that is a U.S. Person.

“**U.S. Government Securities Business Day**” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“**U.S. Person**” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“**U.S. Security Agreement**” means the Pledge and Security Agreement, dated as of or about the date hereof, among the Collateral Agent and the Loan Parties party thereto, as same may be amended, restated, supplemented or otherwise modified from time to time.

“**U.S. Subsidiary**” means any Subsidiary incorporated or organized under the laws of the U.S., any state thereof or the District of Columbia.

“**U.S. Tax Compliance Certificate**” has the meaning assigned to such term in Section 2.17(f)(iii)(B)(3).

“**USA PATRIOT Act**” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

“**USD Term Loan Borrower**” has the meaning assigned to such term in the Recitals to this Agreement.

“**Weighted Average Life to Maturity**” means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required scheduled payments of principal, including payment at final maturity, in respect thereof by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness; provided that the effect of (x) any prepayment made in respect of such Indebtedness shall be disregarded in making such calculation and (y) any “AHYDO catch-up” payment that may be required to be made in respect of such Indebtedness shall be disregarded in making such calculation.

“**Wholly-Owned Subsidiary**” of any Person means a subsidiary of such Person 100% of the Capital Stock of which (other than directors’ qualifying shares or shares required by Requirements of Law to be owned by a resident of the relevant jurisdiction) are owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

“**Write-Down and Conversion Powers**” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

“**WURA**” means the *Winding-Up and Restructuring Act* (Canada)

Section 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Term Loan”) or by Type (e.g., a “Eurocurrency Rate Loan”) or by Class and Type (e.g., a “Eurocurrency Rate Term Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Term Loan Borrowing”) or by Type (e.g., a “Eurocurrency Rate Borrowing”) or by Class and Type (e.g., a “Eurocurrency Rate Term Loan Borrowing”).

Section 1.03. Terms Generally.

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The words “ordinary course of business” or “ordinary course” shall, with respect to any Person, be deemed to refer to items or actions that are consistent with practice in or norms of the industry in which such Person operates or such Person’s past practice (in each case, as determined by the Parent Guarantor in good faith). Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein or in any Loan Document (including any Loan Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified or extended, replaced or refinanced (subject to any restrictions or qualifications on such amendments, restatements, amendment and restatements, supplements or modifications or extensions, replacements or refinancings set forth herein), (ii) any reference to any Requirement of Law in any Loan Document shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing, superseding or interpreting such Requirement of Law, (iii) any reference herein or in any Loan Document to any Person shall be construed to include such Person’s successors and permitted assigns, (iv) the words “herein,” “hereof” and “hereunder,” and words of similar import, when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision hereof, (v) all references herein or in any Loan Document to Articles, Sections, clauses, paragraphs, Exhibits and Schedules shall be construed to refer to Articles, Sections, clauses and paragraphs of, and Exhibits and Schedules to, such Loan Document, (vi) in the computation of periods of time in any Loan Document from a specified date to a later specified date, the word “from” means “from and including”, the words “to” and “until” mean “to but excluding” and the word “through” means “to and including”, (vii) the words “asset” and “property”, when used in any Loan Document, shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including Cash, securities, accounts and contract rights, (viii) the words “permitted” shall be construed to also refer to actions or undertakings that are “not prohibited”, (ix) any reference to the end date for any fiscal quarter, Fiscal Quarter, fiscal year or Fiscal Year shall mean the date on or around such specified date on which the applicable period actually ends (as determined by the Parent Guarantor in good faith), (x) the fair market value of any asset or property shall be determined by the Parent Guarantor in good faith and (xi) this Agreement shall otherwise be subject to the terms and provisions set forth in Schedule 1.03(a).

(b) For purposes of determining compliance at any time with Sections 6.01, 6.02, 6.04, 6.06 and 6.07, in the event that any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment or Disposition or portion thereof, as applicable, at any time meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 6.01 (other than Section 6.01(a) (in the case of Indebtedness incurred on the Closing Date)), 6.02 (other than Sections 6.02(a) and (t)), 6.04, 6.06 and/or 6.07 (each of the foregoing, a “**Reclassifiable Item**”), the Parent Guarantor, in its sole discretion, may, from time to time, divide, classify or reclassify such Reclassifiable Item (or portion thereof) under one or more clauses of each such Section and will only be required to include such Reclassifiable Item (or portion thereof) in any one category; provided that, upon delivery of any financial statements pursuant to Section 5.01(a) or (b) following the initial incurrence or making of any such Reclassifiable Item, if such Reclassifiable Item could, based on such financial statements, have been incurred or made in reliance on Section 6.01(z) (in the case of Indebtedness and Liens) or any “ratio-based” basket or exception (in the case of all other Reclassifiable Items), such Reclassifiable Item shall automatically be reclassified as having been incurred or made under the applicable provisions of Section 6.01(z) or such “ratio-based” basket or exception, as applicable (in each case, subject to any other applicable provision of Section 6.01(z) or such “ratio-based” basket or exception, as applicable). It is

understood and agreed that any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition and/or Affiliate transaction need not be permitted solely by reference to one category of permitted Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition and/or Affiliate transaction under Sections 6.01, 6.02, 6.04, 6.06, 6.07 or 6.09, respectively, but may instead be permitted in part under any combination thereof or under any other available exception.

Section 1.04. Accounting Terms; IFRS.

(a) (i) All financial statements to be delivered pursuant to this Agreement shall be prepared in accordance with IFRS as in effect from time to time and, except as otherwise expressly provided herein, all terms of an accounting or financial nature that are used in calculating the Total Leverage Ratio, the First Lien Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio, Consolidated Adjusted EBITDA, Consolidated Net Income or Consolidated Total Assets shall be construed and interpreted in accordance with IFRS, as in effect from time to time; provided that (A) if any change to IFRS or in the application thereof or any change as a result of the adoption or modification of accounting policies (including the conversion to GAAP as described below) is implemented or takes effect after the date of delivery of the financial statements described in Section 3.04(a) and/or there is any change in the functional currency reflected in the financial statements or (B) if the Parent Guarantor elects or the Parent Guarantor is required to report under GAAP, the Parent Guarantor or the Required Lenders may request to amend the relevant affected provisions hereof (whether or not the request for such amendment is delivered before or after the relevant change or election) to eliminate the effect of such change or election, as the case may be, on the operation of such provisions and (x) the Parent Guarantor and the Administrative Agent shall negotiate in good faith to enter into an amendment of the relevant affected provisions (it being understood that no amendment or similar fee shall be payable to the Administrative Agent or any Lender in connection therewith) to preserve the original intent thereof in light of the applicable change or election, as the case may be and (y) the relevant affected provisions shall be interpreted on the basis of IFRS and the currency, in each case, as in effect and applied immediately prior to the applicable change or election, as the case may be, until the request for amendment has been withdrawn by the Parent Guarantor or the Required Lenders, as applicable, or this Agreement has been amended as contemplated hereby; provided, that the foregoing clauses (A) and (B) shall not apply in respect of any change that is consistent with the implementation of IFRS 16.

(ii) All terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Parent Guarantor or any subsidiary at "fair value," as defined therein, (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof and (iii) the application of Accounting Standards Codification 480, 815, 805 and 718 (to the extent these pronouncements under Accounting Standards Codification 718 result in recording an equity award as a liability on the consolidated balance sheet of the Parent Guarantor and its Restricted Subsidiaries in the circumstance where, but for the application of the pronouncements, such award would have been classified as equity) (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect). If the Parent Guarantor notifies the

Administrative Agent that the Parent Guarantor is required to report under GAAP or has elected to do so through an early adoption policy, “IFRS” shall mean generally accepted accounting principles pursuant to GAAP (provided thereafter, the Parent Guarantor cannot elect to report under IFRS); provided, that any calculation or determination in this Agreement that requires the application of IFRS for periods that include fiscal quarters or halves ended prior to the application of GAAP will remain as previously calculated or determined in accordance with IFRS.

(b) Notwithstanding anything to the contrary herein, but subject to Sections 1.04(d), (e) and (g), all financial ratios and tests (including the Total Leverage Ratio, the First Lien Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio and the amount of Consolidated Total Assets, Consolidated Net Income and Consolidated Adjusted EBITDA) (other than, for the avoidance of doubt, for purposes of calculating Excess Cash Flow) contained in this Agreement that are calculated with respect to any Test Period during which any Subject Transaction occurs shall be calculated with respect to such Test Period and such Subject Transaction on a Pro Forma Basis. Further, if since the beginning of any such Test Period and on or prior to the date of any required calculation of any financial ratio, test or amount (x) any Subject Transaction has occurred or (y) any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Parent Guarantor or any of its Restricted Subsidiaries since the beginning of such Test Period has consummated any Subject Transaction, then, in each case, any applicable financial ratio, test or amount shall be calculated on a Pro Forma Basis for such Test Period as if such Subject Transaction had occurred at the beginning of the applicable Test Period (or, in the case of Consolidated Total Assets (or with respect to any determination pertaining to the balance sheet, including the acquisition of Cash and Cash Equivalents), as of the last day of such Test Period), it being understood, for the avoidance of doubt, that solely for purposes of calculating (x) quarterly compliance with Section 6.15, and (y) the First Lien Leverage Ratio for purposes of the definition of “Applicable Rate”, the date of the required calculation shall be the last day of the Test Period, and no Subject Transaction occurring thereafter shall be taken into account.

(c) Notwithstanding anything to the contrary contained in paragraph (a) above or in the definition of “Finance Lease”, unless the Parent Guarantor elects otherwise, all obligations of any Person that are or would have been treated as operating leases for purposes of IFRS prior to the issuance by the International Accounting Standards Board (IASB) on January 1, 2019 of IFRS 16, shall continue to be accounted for as operating leases (and not be treated as financing or capital lease obligations or Indebtedness) for purposes of all financial definitions, calculations and deliverables under this Agreement or any other Loan Document (including the calculation of Consolidated Net Income and Consolidated Adjusted EBITDA) (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with the ASU or any other change in accounting treatment or otherwise (on a prospective or retroactive basis or otherwise) to be treated as or to be recharacterized as financing or capital lease obligations or otherwise accounted for as liabilities in financial statements.

(d) For purposes of determining the permissibility of any action, change, transaction or event that requires a calculation of any financial ratio or financial test (including Section 6.15 hereof, any First Lien Leverage Ratio test, any Secured Leverage Ratio test, any Total Leverage Ratio test and/or any Interest Coverage Ratio test) and/or the amount of Consolidated Adjusted EBITDA, Consolidated Net Income or Consolidated Total Assets, such financial ratio, financial test or amount shall, subject to clause (e) below, be calculated at the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be, and no Default or Event of Default shall be deemed to have occurred solely as a result of a change in such financial ratio, financial test or amount occurring after the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be.

(e) Notwithstanding anything to the contrary herein (including in connection with any calculation made on a Pro Forma Basis), to the extent that the terms of this Agreement require (i) compliance with any financial ratio or financial test (including, without limitation, any pro forma compliance requirement with respect to Section 6.15 hereof, any First Lien Leverage Ratio incurrence test, any Secured Leverage Ratio incurrence test and any Total Leverage Ratio incurrence test) and/or any cap expressed as a percentage of Consolidated Total Assets, Consolidated Net Income or Consolidated Adjusted EBITDA, (ii) except in the case of the Initial Revolving Facility, accuracy of any representation or warranty and/or the absence of a Default or Event of Default (or any type of default or event of default) or (iii) compliance with any basket or other condition, as a condition to (A) the consummation of any Permitted Acquisition or similar Investment, (B) the making of any Restricted Payment and/or (C) the making of any Restricted Debt Payment, the determination of whether the relevant condition is satisfied may be made, at the election of the Parent Guarantor, (1) in the case of any Permitted Acquisition or similar Investment, any Disposition, any incurrence of Indebtedness or any transaction relating thereto, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) either (x) the execution of the definitive agreement with respect to such acquisition, consolidation, business combination, similar Investment or Disposition (or, solely in connection with an acquisition, consolidation or business combination to which the United Kingdom City Code on Takeovers and Mergers applies, the date on which a "Rule 2.7 Announcement" of a firm intention to make an offer is made) or the establishment of a commitment with respect to such Indebtedness or (y) the consummation of such Permitted Acquisition or similar Investment, (2) in the case of any Restricted Payment, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) the declaration of such Restricted Payment or (y) the making of such Restricted Payment and (3) in the case of any Restricted Debt Payment, at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) delivery of any required notice of redemption or prepayment with respect to such Restricted Debt Payment or (y) the making of such Restricted Debt Payment, in each case, after giving effect on a Pro Forma Basis to the relevant Permitted Acquisition or similar Investment, Restricted Payment and/or Restricted Debt Payment (including the intended use of proceeds of any Indebtedness to be incurred in connection therewith), and no Default or Event of Default shall be deemed to have occurred solely as a result of an adverse change in such ratio, test or condition occurring after the time such election is made (but any subsequent improvement in the applicable ratio, test or amount may be utilized by the Parent Guarantor or any Restricted Subsidiary). If the Parent Guarantor shall have elected to test the permissibility of any transaction as provided above prior to the consummation of such transaction, then prior to the completion of such transaction (or the abandonment of such transaction), all future incurrence tests shall be made on a pro forma basis for such transaction and all related transactions. For the avoidance of doubt, if the Parent Guarantor shall have elected the option set forth in clause (x) of any of the preceding clauses (1), (2) or (3) in respect of any transaction, then the Parent Guarantor or its applicable Restricted Subsidiary shall be permitted to consummate such transaction even if any applicable test or condition shall cease to be satisfied subsequent to the Parent Guarantor's election of such option. The provisions of this paragraph (e) shall also apply in respect of the incurrence of any Incremental Facility.

(f) [Reserved].

(g) Notwithstanding anything to the contrary herein, unless the Parent Guarantor otherwise notifies the Administrative Agent, with respect to any amount incurred or transaction entered into (or consummated) in reliance on a provision of this Agreement (other than a non-concurrent borrowing under the Revolving Facility) that does not require compliance with a financial ratio or financial test (including Section 6.15 hereof, any First Lien Leverage Ratio test, any Secured Leverage Ratio test, any Total Leverage Ratio test and/or any Interest Coverage Ratio test) (any such amount, including any concurrent drawing under the Revolving Facility, and any cap expressed as a percentage of Consolidated Total

Assets, Consolidated Net Income or Consolidated Adjusted EBITDA, a “Fixed Amount”) substantially concurrently with any amount incurred or transaction entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with a financial ratio or financial test (including Section 6.15 hereof, any First Lien Leverage Ratio test, any Secured Leverage Ratio test, any Total Leverage Ratio test and/or any Interest Coverage Ratio test) (any such amount, an “Incurrence-Based Amount”), it is understood and agreed that (i) the incurrence of the Incurrence-Based Amount shall be calculated first without giving effect to any Fixed Amount but giving full pro forma effect to the use of proceeds of such Fixed Amount and the related transactions and (ii) the incurrence of the Fixed Amount shall be calculated thereafter. Unless it elects otherwise, the Parent Guarantor shall be deemed to have used amounts under an Incurrence-Based Amount then available to the Parent Guarantor prior to utilization of any amount under a Fixed Amount then available to the Parent Guarantor. In calculating any Incurrence-Based Amount, any amounts concurrently-incurred under the Revolving Facility shall not be given effect.

(h) The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of the Parent Guarantor dated such date prepared in accordance with IFRS.

(i) Any increase in any amount of Indebtedness or any increase in any amount secured by any Lien by virtue of the accrual of interest, the accretion of accreted value, the payment of interest or a dividend in the form of additional Indebtedness, amortization of original issue discount and/or any increase in the amount of Indebtedness outstanding solely as a result of any fluctuation in the exchange rate of any applicable currency shall be deemed to be permitted Indebtedness for purposes of Section 6.01 and will be deemed not to be the granting of a Lien for purposes of Section 6.02.

(j) For purposes of determining compliance with Section 6.01 or Section 6.02, if any Indebtedness or Lien is incurred in reliance on a basket measured by reference to a percentage of Consolidated Adjusted EBITDA, and any refinancing or replacement thereof would cause the percentage of Consolidated Adjusted EBITDA to be exceeded if calculated based on the Consolidated Adjusted EBITDA on the date of such refinancing or replacement, such percentage of Consolidated Adjusted EBITDA will be deemed not to be exceeded so long as the principal amount of such refinancing or replacement Indebtedness or other obligation does not exceed an amount sufficient to repay the principal amount of such Indebtedness or other obligation being refinanced or replaced, except by an amount equal to (x) unpaid accrued interest, penalties and premiums (including tender, prepayment or repayment premiums) thereon plus underwriting discounts and other customary fees, commissions and expenses (including upfront fees, original issue discount or initial yield payment) incurred in connection with such refinancing or replacement, (y) any existing commitments unutilized thereunder and (z) additional amounts permitted to be incurred under Section 6.01 (subject to utilization of such amounts).

(k) Any financial ratios required to be maintained by the Parent Guarantor or any of its Subsidiaries pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05. Representations and Warranties. Each of the representations and warranties contained in this Agreement (and all corresponding definitions) is made after giving effect to the Transactions, unless the context otherwise requires. Notwithstanding anything herein or in any other Loan Document to the contrary, no officer, director or other representative of the Parent Guarantor or any

Subsidiary shall have any personal liability in connection with any representation, warranty or other certification in, or made pursuant to, this Agreement or any other Loan Document.

Section 1.06. Timing of Payment and Performance. When payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or required on a day which is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

Section 1.07. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.08. Currency Equivalents Generally.

(a) The Administrative Agent or the Issuing Bank, as applicable, shall determine the Dollar Equivalent amounts of Eurocurrency Rate Loans or Letter of Credit extensions denominated in Alternate Currencies. Such Dollar Equivalent shall become effective as of such Revaluation Date and shall be the Dollar Equivalent of such amounts until the next Revaluation Date to occur. Except for purposes of financial statements delivered by the Parent Guarantor hereunder or calculating financial covenants hereunder or except as otherwise provided herein, the applicable amount of any Alternate Currency for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Administrative Agent or the Issuing Bank, as applicable.

(b) Wherever in this Agreement in connection with a Borrowing, conversion, continuation or prepayment of a Eurocurrency Rate Loans or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing, Loan or Letter of Credit is denominated in an Alternate Currency, such amount shall be the Dollar Equivalent of such amount (rounded to the nearest unit of such Alternate Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the Issuing Bank, as the case may be.

(c) Notwithstanding anything to the contrary in clause (d) below, for purposes of any determination under Article 5 or Article 6 (other than Section 6.15 and the calculation of compliance with any financial ratio for purposes of taking any action hereunder) with respect to the amount of any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition, Sale and Lease-Back Transaction, affiliate transaction or other transaction, event or circumstance, or any determination under any other provision of this Agreement (any of the foregoing, a "**relevant transaction**"), in a currency other than Dollars, (i) the Dollar equivalent amount of a relevant transaction in a currency other than Dollars shall be calculated based on the rate of exchange quoted by the Bloomberg Foreign Exchange Rates & World Currencies Page (or any successor page thereto, or in the event such rate does not appear on any Bloomberg Page, by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Parent Guarantor) for such foreign currency, as in effect at 11:00 a.m. (London time) on the date of such relevant transaction (which, in the case of any Restricted Payment, Restricted Debt Payment, Investment, Disposition or incurrence of Indebtedness, shall be determined as set forth in Section 1.04(e)); provided, that, if any Indebtedness is incurred (and, if applicable, associated Lien granted) to refinance or replace other Indebtedness denominated in a currency other than Dollars, and the relevant refinancing or replacement would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing or replacement, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of

such refinancing or replacement Indebtedness (and, if applicable, associated Lien granted) does not exceed an amount sufficient to repay the principal amount of such Indebtedness being refinanced or replaced, except by an amount equal to (x) unpaid accrued interest, penalties and premiums (including tender premiums) thereon plus underwriting discounts and other customary fees, commissions and expenses (including upfront fees, original issue discount or initial yield payment) incurred in connection with such refinancing or replacement, (y) any existing commitments unutilized thereunder and (z) additional amounts permitted to be incurred under Section 6.01, and (ii) for the avoidance of doubt, no Default or Event of Default shall be deemed to have occurred solely as a result of a change in the rate of currency exchange occurring after the time of any relevant transaction so long as such relevant transaction was permitted at the time incurred, made, acquired, committed, entered or declared as set forth in clause (i). For purposes of Section 6.15 and the calculation of compliance with any financial ratio for purposes of taking any action hereunder (including for purposes of calculating availability under the Incremental Cap) on any relevant date of determination, amounts denominated in currencies other than Dollars shall be translated into Dollars at the applicable currency exchange rate used in preparing the financial statements delivered pursuant to Sections 5.01(a) or (b) (or, prior to the first such delivery, the financial statements referred to in Section 3.04), as applicable, for the relevant Test Period. Notwithstanding the foregoing or anything to the contrary herein, to the extent that the Parent Guarantor would not be in compliance with Section 6.15, if any Indebtedness denominated in a currency other than Dollars were to be translated into Dollars on the basis of the applicable currency exchange rate used in preparing the financial statements delivered pursuant to Section 5.01(a) or (b), as applicable, for the relevant Test Period, but would be in compliance with Section 6.15 if such Indebtedness that is denominated in a currency other than in Dollars were instead translated into Dollars on the basis of the average relevant currency exchange rates over such Test Period (taking into account the currency translation effects, determined in accordance with IFRS, of any Hedge Agreement permitted hereunder in respect of currency exchange risks with respect to the applicable currency in effect on the date of determination for the Dollar equivalent amount of such Indebtedness), then, solely for purposes of compliance with Section 6.15, the First Lien Leverage Ratio and/or Interest Coverage Ratio as of the last day of such Test Period shall be calculated on the basis of such average relevant currency exchange rates.

(d) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with the Parent Guarantor's consent to appropriately reflect a change in currency of any country and any relevant market convention or practice relating to such change in currency.

Section 1.09. Cashless Rollovers. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Loans with Incremental Loans, Replacement Term Loans, Loans in connection with any Replacement Revolving Facility, Extended Term Loans, Extended Revolving Loans or loans incurred under a new credit facility, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a "cashless roll" by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made "in Dollars", "in immediately available funds", "in Cash" or any other similar requirement.

Section 1.10. Additional Alternate Currencies.

(a) The Borrowers may from time to time request that Alternative Currency Loans be made to the Borrowers and/or Letters of Credit be issued to the Borrowers in a currency other than Dollars and those specifically listed in the definition of "Alternate Currencies"; provided that such requested currency is a lawful currency (other than Dollars) that is readily available and freely transferable and convertible

into Dollars. In the case of any such request with respect to the making of Alternative Currency Loans, such request shall be subject to the approval of the Administrative Agent and the Revolving Lenders of the applicable Class that will provide such Loans, and in the case of any such request with respect to the issuance of Letters of Credit, such request shall be subject to the approval of the Administrative Agent and the applicable Issuing Banks, in each case as set forth in Section 10.02(b)(ii)(E).

(b) Any such request shall be made to the Administrative Agent not later than 11:00 a.m., ten Business Days prior to the requested date of the making of such Revolving Loan or issuance of such Letter of Credit (or such other time or date as may be agreed by the Administrative Agent and, in the case of any such request pertaining to Letters of Credit, the applicable Issuing Banks, in its or their sole discretion). In the case of any such request pertaining to Alternative Currency Loans, the Administrative Agent shall promptly notify each Revolving Lender thereof; and in the case of any such request pertaining to Letters of Credit, the Administrative Agent shall promptly notify the applicable Issuing Bank thereof. Each applicable Revolving Lender (in the case of any such request pertaining to Revolving Loans) or each applicable Issuing Bank (in the case of a request pertaining to Letters of Credit) shall notify the Administrative Agent, not later than 11:00 a.m., five Business Days after receipt of such request whether it consents, in its sole discretion, to the making of Alternative Currency Loans or the issuance of Letters of Credit, as the case may be, in such requested currency.

(c) Any failure by a Revolving Lender or Issuing Bank, as the case may be, to respond to such request within the time period specified in the preceding paragraph shall be deemed to be a refusal by such Revolving Lender or Issuing Bank, as the case may be, to permit Alternative Currency Loans to be made or Letters of Credit to be issued in such requested currency. If the Administrative Agent and all the applicable Revolving Lenders consent to making Alternative Currency Loans or issuance of Letters of Credit in such requested currency, the Administrative Agent shall so notify the Parent Guarantor, and such currency shall thereupon be deemed for all purposes to be an Alternate Currency hereunder for purposes of any Borrowing of Revolving Loans or issuance of Letters of Credit in such currency, as applicable, in which case the Parent Guarantor and the Revolving Lenders shall be permitted (but not required) to amend this Agreement and the other Loan Documents as necessary to accommodate such Borrowings and/or Letters of Credit (as applicable), in accordance with Section 10.02(b)(ii)(E). If the Administrative Agent shall fail to obtain consent to any request for an additional currency under this Section 1.10, the Administrative Agent shall promptly so notify the Parent Guarantor. Except to the extent otherwise expressly provided, to the extent that the Alternative Currency Daily Rate, the Eurocurrency Rate and/or the Alternate Base Rate is not applicable to or available with respect to any Revolving Loan denominated in any Alternate Currency, the components of the interest rate applicable to such Revolving Loan shall be separately agreed by the Parent Guarantor and the Administrative Agent.

Section 1.11. Agreed Security Principles. The Collateral Documents, guarantee provisions hereof (including as applied to any Guarantee Supplement), and each other guaranty and security document delivered or to be delivered under this Agreement and any obligation to enter into such document or obligation in each case by the Parent Guarantor or any Subsidiary organized, incorporated or registered in a jurisdiction other than the United States or Canada shall be granted in accordance with the Agreed Security Principles set forth in Schedule 1.01(d).

Section 1.12. Additional Borrowers; Administrative Borrower as Representative.

(a) From time to time on or after the Closing Date, and with 10 Business Days' notice to the Administrative Agent (or such shorter period as the Administrative Agent may agree), subject to (i) completion of customary "know your customer" procedures and delivery of related information (including, if such Additional Borrower qualifies as a "legal entity customer" under the Beneficial

Ownership Regulation, a Beneficial Ownership Certificate as to such Additional Borrower) (ii) the delivery of customary joinder and related deliverables, including without limitation corporate ancillary and legal opinions, in each case as the Administrative Agent may reasonably request and subject to the Agreed Security Principles, the Parent Guarantor may designate any Restricted Subsidiary as an additional Borrower (each such person, an “**Additional Borrower**”) under the Revolving Facility, an Incremental Revolving Facility, an Additional Revolving Facility or a Replacement Revolving Facility, provided that such person prior to or contemporaneously with becoming an Additional Borrower (i) is incorporated in a jurisdiction of another existing Revolving Borrower, (ii) such Additional Borrower is approved by the Administrative Agent and each Revolving Lender and (iii) such Additional Borrower is required to become a Guarantor.

(b) Once a person has become an Additional Borrower in accordance with clause (a) above, it shall be a “Borrower” in respect of the applicable Facility and will have the right to request Revolving Loans or Letters of Credit, as the case may be, in accordance with Article 2 hereof until the earlier to occur of the applicable Maturity Date or the date on which such Additional Borrower resigns as an Additional Borrower in accordance with clause (c) below.

(c) An Additional Borrower may elect to resign as an Additional Borrower; provided that: (i) no Default or Event of Default is continuing or would result from the resignation of such Additional Borrower, (ii) such resigning Additional Borrower has delivered to the Administrative Agent a written notice of resignation, (iii) all outstanding Revolving Loans, together with all accrued and unpaid interest, unpaid fees and other unpaid amounts with respect to such Revolving Loans, extended to it hereunder as a Borrower (in each case, solely if any) shall be deemed to be assigned to the Administrative Borrower, and the Administrative Borrower shall be deemed to have assumed such unpaid Revolving Loans, and unpaid interest, unpaid fees and other unpaid amounts with respect to such Revolving Loans (in each case, if any), as its primary obligations as Borrower, and (iv) its obligations in its capacity as Guarantor (if required to become a Guarantor) continue to be legal, valid, binding and enforceable and in full force and effect. Upon satisfaction of the requirements in sub-clauses (i), (ii), (iii) and (iv) of this clause (c), the relevant Additional Borrower shall cease to be an Additional Borrower and a Borrower.

(d) Each Borrower from time to time hereby designates the Administrative Borrower as its agent and representative. The Administrative Borrower shall act as the agent and/or representative of any Borrower for the purposes of (i) delivering Borrowing Requests, continuation or conversion notices and other notices pursuant to Article 2 hereof (and for the purpose of giving instructions with respect to the disbursement of the proceeds of any such Loans or the issuance of any Letters of Credit), (ii) delivering and receiving all other notices, consents, certificates and similar instruments contemplated hereunder or under any of the other Loan Documents and (iii) taking all other actions (including in respect of compliance with covenants and certifications) on behalf of any Borrower under any Loan Document. The Administrative Borrower hereby accepts such appointment.

Section 1.13. Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the Dollar Equivalent of the stated amount of such Letter of Credit available to be drawn at such time; provided that with respect to any Letter of Credit that, by its terms, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the Dollar Equivalent of the maximum amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time.

Section 1.14. Finnish Terms. In this Agreement or any other Loan Document, where it relates to a Finnish entity or a matter of Finnish law or any Lien governed by Finnish law:

(a) if any party to this Agreement that is incorporated in Finland (the “**Finnish Obligated Party**”) is required to hold an amount on trust on behalf of another party (the “**Relevant Beneficiary**”), the Finnish Obligated Party shall hold such money as agent for the Relevant Beneficiary in a separate account and shall promptly pay or transfer the same to the Relevant Beneficiary or as the Relevant Beneficiary may direct;

(b) any assignment or transfer (whether transfer by novation or otherwise) shall be deemed to take effect as a transfer (*siirto*) and assumption of such rights, benefits, obligations and Lien and each such transfer and assumption shall be in relation to the proportionate part of any Lien granted as security under or pursuant to the Collateral Documents;

(c) the release of any Lien created under or pursuant to a Finnish law governed Collateral Document which is perfected (or such Lien which purports to be or is required to be perfected in accordance with such Finnish law governed Collateral Document) is subject to the prior written consent of the Collateral Agent (such consent to be granted upon the Collateral Agent being satisfied that the applicable conditions under the Loan Documents for such release have been, or will be, fulfilled and which consent shall not be unreasonably withheld or delayed); each Secured Party irrevocably and unconditionally instructs the Collateral Agent to release such Lien in its sole discretion without notification or further reference to any other Secured Party, provided that the release is permitted under the Loan Documents;

in each case notwithstanding anything to the contrary herein or in any other Loan Document, and:

(d) any reference to:

(i) **insolvency proceedings**, a **bankruptcy** or **reorganization** or similar arrangement with any creditor includes a *konkurssimenettely* under the Finnish Bankruptcy Act (120/2004, as amended; *konkurssilaki*) or a *yriytysaneeraus* under the Finnish Reorganisation Act (47/1993, as amended; *laki yrityksen saneerauksesta*) (as the case may be);

(ii) a **custodian**, **receiver**, **assignee**, **trustee**, **liquidator** or other similar official includes a *pesänohittaja*, *selvittäjä*, *valvoja* or *selvitysmies* under Finnish law;

(iii) **gross negligence** means *törkeä tuottamus* under Finnish law;

(iv) **merger** includes any *sulautuminen* implemented in accordance with Chapter 16 of the Finnish Companies Act (624/2006, as amended *osaakeyhtiölaki*); and

(e) a liquidation, winding up or dissolution includes a *selvitystila*, *purkaminen*, or *rekisteristä poistaminen* under Chapter 20 of the Finnish Companies Act.

Section 1.15. Swedish Terms. Notwithstanding any other provision of this Agreement or any other Loan Document and/or any exhibit or schedule thereto:

(a) Any transfer by novation and/or assignment of any Lender’s rights and obligations under this Agreement, shall, as regards to any Lien granted (or purported to be granted) under any Swedish Law Collateral Document, transfer and/or assign a proportionate part of the Lien under the relevant Swedish Law Collateral Document.

(b) Any obligation for any entity incorporated in Sweden to act as trustee on behalf of another party shall be an obligation to act as agent for that party and the obligation to hold assets on trust

on behalf of another party shall be an obligation not to hold such assets on trust but to hold such assets as agent for that party.

(c) If any Swedish Loan Party is required to hold an amount on trust on behalf of another party (the “**Beneficiary**”), the Swedish Loan Party shall hold such money as agent for the Beneficiary on a separate account in accordance with the Swedish Funds Accounting Act (Sw. *lag (1944:181) om redovisningsmedel*) and shall promptly pay or transfer the same to the Beneficiary or as the Beneficiary may direct.

(d) Any obligation, representation, undertaking and/or liability of any Swedish Loan Party under this Agreement and/or any other Loan Documents in respect of or in relation to, but not limited to, any borrowing, guaranty, guarantee, security, subordination, subrogation, indemnity, payment, repayment, pre-payment, reimbursement or compensation obligation, liability, obligation, waiver of any rights, deemed consent, release of any rights or liabilities, obligation to pay any fees or costs and/or any other obligation or liability of itself or its subsidiaries or parent and/or parent’s subsidiaries or any other entity and any release transfer or other action in connection with a distressed disposal shall be limited, if (and only if) required by the provisions of the Swedish Companies Act regulating distribution of assets (Chapter 17, Sections 1-4) (or their equivalents from time to time) and unlawful loans, security, guarantees and financial assistance (Chapter 21, Sections 1-5) (or their equivalent from time to time) and it is understood and agreed that the obligations, representations, undertakings and liabilities of each Swedish Loan Party under this Agreement and any other Loan Documents and the terms and conditions of the Loan Documents shall only apply to the extent permitted by the above mentioned provisions of the Swedish Companies Act.

(e) For the avoidance of doubt, any obligations of a Swedish Loan Party as joint and several Borrower or Guarantor shall be subject to the limitations set out in paragraph (d) above.

(f) Any Lien granted under a Swedish Law Collateral Document will be a reference to such Lien granted to the Secured Parties represented by the Collateral Agent.

(g) Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, the release of any perfected Lien created by or pursuant to a Swedish Law Collateral Document shall always be subject to the prior written consent (in its sole discretion on a case-by-case basis (or in its sole discretion on a case-by-case basis as instructed by the Required Lenders or the Required Revolving Lenders if construed in accordance with Section 1.17)) of the Collateral Agent other than following the discharge in full of the Obligations secured by that Swedish Law Collateral Document. The Secured Parties hereby authorize the Collateral Agent to grant such consent at its discretion without notification or further reference to any Secured Party.

(h) The circumstance or fact that no specific reference is made to or qualification is made in respect of the Swedish Terms in a Loan Document shall not mean that the Swedish Terms do not apply and override, the Swedish Terms shall always override and no statement or reference in any Loan Document that a provision or term shall apply notwithstanding any other provision shall apply in relation to the Swedish Terms.

(i) In this Agreement, where it relates to a Swedish entity, a reference to:

(i) “organizational documents” includes its articles of association (Sw. *bolagsordning*) and the certificate of registration (Sw. *registreringsbevis*), as in force from time to time;

(ii) a “compromise” or “arrangement” with any creditor includes (A) any write-down of debt following from any procedure of *företagsrekonstruktion* under the Swedish Company Reorganisation Act (Sw. *lag om företagsrekonstruktion* (2022:964)) (the “**Swedish Company Reorganisation Act**”), or (B) any write-down of debt in bankruptcy (Sw. *ackord i konkurs*) under the Swedish Bankruptcy Act (Sw. *konkurslag* (1987:672)) (the “**Swedish Bankruptcy Act**”);

(iii) a “receiver” includes (A) *rekonstruktör* under the Swedish Company Reorganisation Act, (B) *konkursförvaltare* under the Swedish Bankruptcy Act, or (C) *likvidator* under the Swedish Companies Act;

(iv) a “merger” includes any *fusion* implemented in accordance with Chapter 23 of the Swedish Companies Act;

(v) a “winding up”, “liquidation” or “dissolution” includes *frivillig likvidation* or *tvångslikvidation* under Chapter 25 of the Swedish Companies Act, a “bankruptcy” includes a *konkurs* under the Swedish Bankruptcy Act and a “reorganization” (other than a corporate reorganization not due to insolvency) includes a *företagsrekonstruktion* under the Swedish Company Reorganisation Act;

(vi) an “insolvency” includes such entity being subject to *konkurs* under the Swedish Bankruptcy Act, *företagsrekonstruktion* under the Swedish Company Reorganisation Act or *tvångslikvidation* under Chapter 25 of the Swedish Companies Act.

Section 1.16. French Terms. In this Agreement, where it relates to a French Guarantor or any other French entity and unless a contrary intention appears:

(a) “**Control**” means, in relation to any company, another company which is controlled by it within the meaning of paragraphs I and II of article L. 233-3 of the French *Code de commerce* (Commercial Code) (and “**Controlling**” and “**Controlled**” have meanings correlative thereto);

(b) “**Debtor Relief Laws**” includes a “*redressement judiciaire*”, “*cession totale de l'entreprise*”, a “*liquidation judiciaire*”, a “*sauvegarde*” or a “*sauvegarde accélérée*” under articles L. 620-1 to L. 670-8 of the French *Code de commerce* (Commercial Code), a “*conciliation*” or a “*mandat ad hoc*” under articles L. 611-3 to L. 611-16 of the French *Code de commerce* (Commercial Code); and

(c) “**financial assistance**” refers to the matters prohibited by article L. 225-216 of the French *Code de commerce* (Commercial Code).

Section 1.17. Austrian Terms. Notwithstanding any other provision of this Agreement to the contrary, in this Agreement,

(a) where it relates to any Loan Party having its centre of main interests within the meaning of the Insolvency Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) in the Republic of Austria, a reference to:

(i) “bankruptcy” includes bankruptcy (*Sanierungs- oder Konkursverfahren*) within the meaning of the Austrian Insolvency Act (*Insolvenzordnung*);

(ii) “commencement of an involuntary / voluntary case” includes, without limitation (i) the opening of insolvency proceedings (*Insolvenzverfahren*) including restructuring proceedings with or without self-administration (*Sanierungsverfahren mit oder ohne*

Eigenverwaltung) and bankruptcy proceedings (*Konkursverfahren*) or and the denial of the opening of insolvency proceedings due to lack of assets (*Abweisung mangels kostendeckenden Vermögens*);

- (iii) “inability to pay its debts as such debts become due” includes that it is insolvent (*zahlungsunfähig*) within the meaning of section 66 of the Austrian Insolvency Act (*Insolvenzordnung*), overindebted (*überschuldet*) within the meaning of section 67 of the Austrian Insolvency Act (*Insolvenzordnung*), and obviously unable to pay its debts as they fall due (*offenkundig zahlungsunfähig*) within the meaning of section 49a of the Austrian Enforcement Act (*Exekutionsordnung*);
 - (iv) “liquidation, winding up, dissolution” includes a liquidation (*Liquidation*) within the meaning of the Austrian Act on Limited Liability Companies (*Gesetz über Gesellschaften mit beschränkter Haftung*) or within the meaning of the Austrian Stock Corporation Act (*Aktiengesetz*) or any other applicable Austrian law;
 - (v) “proceeding under any Debtor Relief Law” means a proceeding due to a bankruptcy for the reasons set out in sections 66 and 67 of the Austrian Insolvency Act (*Insolvenzordnung – IO*);
 - (vi) a “receiver, liquidator, sequestrator, trustee, monitor, custodian or other officer” means, as the case may be, an insolvency receiver (*Insolvenzverwalter*) within the meaning of the Austrian Insolvency Act (*Insolvenzordnung*), a reorganisation examiner (*Reorganisationsprüfer*), a restructuring expert (*Restrukturierungsbeauftragter*) or a liquidator (*Liquidator*); and
 - (vii) “reorganization” includes reorganisation proceedings (*Sanierungsverfahren*) within the meaning of the Austrian Insolvency Act (*Insolvenzordnung*) or companies’ reorganisation proceedings (*Unternehmensreorganisationsverfahren*) within the meaning of the Austrian Act on Companies’ Reorganisation (*Unternehmensreorganisationsgesetz*) or restructuring proceedings (*Restrukturierungsverfahren*) (including European restructuring proceedings (*Europäisches Restrukturierungsverfahren*)) within the meaning of the Austrian Restructuring Act (*Restrukturierungsordnung*),
- (b) where it relates to assets located in the Republic of Austria, a reference to “attachment” means an attachment (*Pfändung*) pursuant to the Austrian Enforcement Act (*Exekutionsordnung*).

Section 1.18. Collateral Agent Instructions. Any reference in a Loan Document to the Collateral Agent providing its approval or consent or waiver or making a request or direction or determination; or to a matter, item or a person being acceptable to, satisfactory to, approved by or specified by the Collateral Agent; or to the Collateral Agent requiring certain steps or actions to be taken; or the Collateral Agent disagreeing with any calculation; or to the Collateral Agent otherwise exercising any discretion or power, are, in each case, to be construed, unless otherwise specified, as references to the Collateral Agent taking or refraining from taking such action on the instructions of the Required Lenders (or the Required Revolving Lenders, as applicable). Reference in the Loan Documents to: (i) the Collateral Agent acting reasonably; (ii) the Collateral Agent reasonably requiring an action or a matter or the provision of any document, information, report, confirmation or evidence; (iii) a matter being in the reasonable opinion of the Collateral Agent; (iv) the Collateral Agent’s approval or consent not being unreasonably withheld or delayed; or (v) any document, report, confirmation or evidence being required to be reasonably satisfactory to the Collateral Agent, are, in each case, to be construed, unless otherwise

specified in the relevant Loan Document, as the Collateral Agent acting on the instructions of the Required Lenders (or Required Revolving Lenders, as applicable) (and the Lenders hereby agree to act reasonably in circumstances where the Collateral Agent would otherwise be required to act reasonably if this Section 1.17 did not apply). Where the Collateral Agent is obliged to consult under the terms of the Loan Documents, unless otherwise specified, the Required Lenders (or Required Revolving Lenders, as applicable) must instruct the Collateral Agent to consult in accordance with the terms of the relevant Loan Document and the Collateral Agent must carry out that consultation in accordance with the instructions it receives from the Required Lenders, the Required Revolving Lenders or the Lenders, as the case may be. The Collateral Agent shall be under no obligation to determine the reasonableness of such circumstances or whether in giving such instructions the Lenders, Required Lenders or Required Revolving Lenders (as applicable) are acting in a reasonable manner.

ARTICLE 2 THE CREDITS

Section 2.01. Commitments.

(a) Subject to the terms and conditions set forth herein (i) (x) each Initial EUR Term Lender severally, and not jointly, agrees to make Initial EUR Term Loans to the EUR Term Loan Borrowers on the Closing Date in Euros in a principal amount not to exceed its Initial EUR Term Loan Commitment and (y) each Initial USD Term Lender severally, and not jointly, agrees to make Initial USD Term Loans to the USD Term Loan Borrowers on the Closing Date in Dollars in a principal amount not to exceed its Initial USD Term Loan Commitment and (ii) each Revolving Lender severally, and not jointly, agrees to make (x) Initial Revolving Loans consisting of ABR Loans to Amer Sports Company in Dollars and (y) Initial Revolving Loans consisting of Eurocurrency Rate Loans to the Revolving Credit Borrowers in Dollars or any Alternate Currency, in each case of this clause (ii), at any time and from time to time on and after the Closing Date, and until the earlier of the Initial Revolving Credit Maturity Date and the termination of the Initial Revolving Credit Commitment of such Initial Revolving Lender in accordance with the terms hereof; provided that, after giving effect to any Borrowing of Initial Revolving Loans, (x) the Outstanding Amount of such Initial Revolving Lender's Initial Revolving Credit Exposure shall not exceed such Initial Revolving Lender's Initial Revolving Credit Commitment and (y) the aggregate Initial Revolving Credit Exposure of all Initial Revolving Lenders shall not exceed the aggregate Initial Revolving Credit Commitment of all Initial Revolving Lenders. Within the foregoing limits and subject to the terms, conditions and limitations set forth herein, the Revolving Credit Borrowers may borrow, pay or prepay and re-borrow Revolving Loans. Amounts paid or prepaid in respect of the Initial Term Loans may not be re-borrowed.

(b) Subject to the terms and conditions of this Agreement and any applicable Refinancing Amendment, Extension Amendment or Incremental Facility Amendment, each Lender with an Additional Commitment of a given Class, severally and not jointly, agrees to make Additional Loans of such Class to the Borrowers, which Loans shall not exceed for any such Lender at the time of any incurrence thereof the Additional Commitment of such Class of such Lender as set forth in the applicable Refinancing Amendment, Extension Amendment or Incremental Facility Amendment.

Section 2.02. Loans and Borrowings.

(a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. Each Swingline Loan shall be made in accordance with the procedures set forth in Section 2.04.

(b) Subject to Section 2.01 and Section 2.14, (i) each Borrowing denominated in Dollars shall be comprised entirely of ABR Loans or Eurocurrency Rate Loans as the Borrowers may request in accordance herewith and (ii) each Borrowing denominated in Euros shall be comprised of Eurocurrency Rate Loans; provided that each Swingline Loan shall be an ABR Loan. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that (i) any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement, (ii) such Eurocurrency Rate Loan or Alternative Currency Daily Rate Loan shall be deemed to have been made and held by such Lender, and the obligation of the Borrowers to repay such Eurocurrency Rate Loan or Alternative Currency Daily Rate Loan shall nevertheless be to such Lender for the account of such domestic or foreign branch or Affiliate of such Lender and (iii) in exercising such option, such Lender shall use reasonable efforts to minimize increased costs to the Borrowers resulting therefrom (which obligation of such Lender shall not require it to take, or refrain from taking, actions that it determines would result in increased costs for which it will not be compensated hereunder or that it otherwise determines would be disadvantageous to it and in the event of such request for costs for which compensation is provided under this Agreement, the provisions of Section 2.15 shall apply); provided, further, that any such domestic or foreign branch or Affiliate of such Lender shall not be entitled to any greater indemnification under Section 2.17 with respect to such Eurocurrency Rate Loan or Alternative Currency Daily Rate Loan than that to which the applicable Lender was entitled on the date on which such Loan was made (except in connection with any indemnification entitlement arising as a result of a Change in Law after the date on which such Loan was made). Each Lender may, at its option, make any Loan available to the Borrowers by causing any foreign or domestic branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurocurrency Rate Borrowing, such Borrowing shall comprise an aggregate principal amount that is an integral multiple of \$100,000 and not less than \$500,000 (or the Dollar Equivalent thereof). Each ABR Borrowing when made shall be in a minimum principal amount of \$100,000; provided that an ABR Revolving Loan Borrowing may be made in a lesser aggregate amount that is (x) equal to the entire aggregate Unused Revolving Credit Commitments or (y) required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e). Each Alternative Currency Daily Rate Loan Borrowing when made shall comprise an aggregate principal amount that is an integral multiple of the Dollar Equivalent of \$100,000 and not less than the Dollar Equivalent of \$500,000; provided that an Alternative Currency Daily Rate Loan Borrowing may be made in a lesser aggregate amount that is (x) equal to the entire aggregate Unused Revolving Credit Commitments or (y) required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e). Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of five (5) different Interest Periods in effect for Eurocurrency Rate Borrowings at any time outstanding (or such greater number of different Interest Periods as the Administrative Agent may agree from time to time).

(d) Notwithstanding any other provision of this Agreement, no Borrower shall, nor shall any Borrower be entitled to, request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date applicable to such Loans.

Section 2.03. Requests for Borrowings. Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of Eurocurrency Rate Loans or Alternative Currency Daily Rate Loans shall be made upon irrevocable notice by a Borrower to the Administrative Agent (provided that notices in respect of any Borrowings to be made in connection with any acquisition, Investment or irrevocable repayment, redemption or refinancing of Indebtedness may be conditioned on the closing of

such acquisition, Investment or irrevocable repayment, redemption or refinancing of such Indebtedness). Each such notice must be in writing and must be received by the Administrative Agent (by hand delivery, fax or other electronic transmission (including “.pdf” or “.tif”)) (i) (x) not later than 1:00 p.m., London time, three Business Days prior to the requested day of any Borrowing of, conversion to or continuation of Eurocurrency Rate Loans (or 9:00 a.m., London time, one Business Day in the case of any Borrowing of Eurocurrency Rate Loans to be made on the Closing Date) in the case of Eurocurrency Rate Loans denominated in Euros and (y) not later than 12:00 p.m. three Business Days prior to the requested day of any Borrowing of, conversion to or continuation of Eurocurrency Rate Loans (or one Business Day in the case of any Borrowing of Eurocurrency Rate Loans to be made on the Closing Date) in the case of Eurocurrency Rate Loans denominated in Dollars, (ii) not later than 12:00 p.m. three Business Days prior to the requested date of any Borrowing of Alternative Currency Daily Rate Loans and (iii) not later than 11:00 a.m. on the requested date of any Borrowing of or conversion to ABR Loans (other than Swingline Loans) (or, in each case, such later time as shall be reasonably acceptable to the Administrative Agent); provided, however, that if a Borrower wishes to request Eurocurrency Rate Loans having an Interest Period of other than one, three or six months in duration as provided in the definition of “Interest Period,” (A) the applicable notice from the Administrative Borrower must be received by the Administrative Agent not later than 1:00 p.m. four Business Days prior to the requested date of such Borrowing, conversion or continuation (or such later time as is reasonably acceptable to the Administrative Agent), whereupon the Administrative Agent shall give prompt notice to the appropriate Lenders of such request and determine whether the requested Interest Period is available to them and (B) not later than 10:00 a.m. three Business Days before the requested date of such Borrowing, conversion or continuation, the Administrative Agent shall notify the Borrowers whether or not the requested Interest Period is available to the appropriate Lenders. Each written notice with respect to a Borrowing by a Borrower pursuant to this Section 2.03 shall be delivered to the Administrative Agent in the form of a written Borrowing Request, appropriately completed and signed by a Responsible Officer of a Borrower. Each such Borrowing Request shall specify the following information in compliance with Section 2.02:

- (a) the Borrower requesting such Borrowing;
- (b) the Class of such Borrowing;
- (c) the currency of such Borrowing;
- (d) the aggregate amount of the requested Borrowing;
- (e) the date of such Borrowing, which shall be a Business Day;
- (f) whether such Borrowing is to be an ABR Borrowing, a Eurocurrency Rate Borrowing or an Alternative Currency Daily Rate Borrowing;
- (g) in the case of a Eurocurrency Rate Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period”; and
- (h) the location and number of the applicable Borrower’s account or any other designated account(s) to which funds are to be disbursed (the “**Funding Account**”).

If, with respect to a Borrowing denominated in Dollars, no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurocurrency Rate Borrowing, then the Borrowers shall be deemed to have selected an Interest Period of one month’s duration. Promptly following receipt of a Borrowing Request

in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount (and currency) of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04. Swingline Loans.

(a) Subject to the terms and conditions set forth herein, the Swingline Lender agrees to make Swingline Loans in Dollars to Amer Sports Company from time to time during the Availability Period, in an aggregate principal amount at any time outstanding not to exceed \$50,000,000; provided that (x) the Swingline Lender shall not be required to make any Swingline Loan to refinance an outstanding Swingline Loans and (y) after giving effect to any Swingline Loan, the aggregate Outstanding Amount of all Revolving Loans, Swingline Loans and LC Exposure shall not exceed the Total Revolving Credit Commitments. Each Swingline Loan shall be in a minimum principal amount of not less than \$100,000 or such lesser amount as may be agreed by the Swingline Lender; provided that, notwithstanding the foregoing, a Swingline Loan may be in an aggregate amount that is (x) equal to the entire unused balance of the aggregate Unused Revolving Credit Commitments or (y) required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e). Within the foregoing limits and subject to the terms and conditions set forth herein, Swingline Loans may be borrowed, prepaid and reborrowed. To request a Swingline Loan, Amer Sports Company shall notify the Swingline Lender (with a copy to the Administrative Agent) of such request in writing, not later than 12:00 p.m. on the day of such proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and amount of the requested Swingline Loan. The Swingline Lender shall make each Swingline Loan available to Amer Sports Company on the same Business Day by means of a credit to the Funding Account or otherwise in accordance with the instructions of Amer Sports Company (including, in the case of a Swingline Loan made to finance the reimbursement of an LC Disbursement as provided in Section 2.05(e), by remittance to the applicable Issuing Bank).

(b) The Swingline Lender may by written notice given to the Administrative Agent not later than 12:00 p.m. on any Business Day require the Revolving Lenders to acquire participations on the second Business Day following receipt of such notice in all or a portion of the Swingline Loans outstanding. Such notice shall specify the aggregate amount of Swingline Loans in which Revolving Lenders will participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Revolving Lender, specifying in such notice such Revolving Lender's Applicable Percentage of such Swingline Loan or Swingline Loans. Each Revolving Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the Swingline Lender, such Lender's Applicable Percentage of such Swingline Loan or Swingline Loans. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of a Default or any reduction or termination of the Revolving Credit Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Revolving Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.07 with respect to Revolving Loans made by such Revolving Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders pursuant to this Section 2.04(b)), and the Administrative Agent shall promptly remit to the Swingline Lender the amounts so received by it from the Revolving Lenders. The Administrative Agent shall notify Amer Sports Company of any participation in any Swingline Loan acquired pursuant to this Section 2.04(b), and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from Amer Sports Company (or other Person on behalf of Amer Sports Company) in respect of any Swingline Loan after receipt by the Swingline Lender of the proceeds of any sale of participations therein

shall be promptly remitted by the Swingline Lender to the Administrative Agent and any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Revolving Lenders that have made their payments pursuant to this Section 2.04(b) and to the Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swingline Lender or the Administrative Agent, as the case may be, and thereafter to Amer Sports Company, if and to the extent such payment is required to be refunded to Amer Sports Company for any reason. The purchase of participations in any Swingline Loan pursuant to this Section 2.04(b) shall not relieve Amer Sports Company of any default in the payment thereof.

(c) If any Revolving Lender fails to make available to the Administrative Agent for the account of the Swingline Lender any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.04 by the time specified in Section 2.04(b), the Swingline Lender shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swingline Lender at a rate per annum equal to the greater of the applicable Overnight Rate from time to time in effect and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. A certificate of the Swingline Lender submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (c) shall be conclusive absent manifest error.

Section 2.05. Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, (i) each Issuing Bank agrees, in each case in reliance upon (among other things) the agreements of the other Revolving Lenders set forth in this Section 2.05, (A) from time to time on any Business Day during the period from the Closing Date to the fifth Business Day prior to the Latest Revolving Loan Maturity Date, upon the request of a Borrower, to issue Letters of Credit denominated in Dollars or any Alternate Currency issued for the account of such Borrower (or the Parent Guarantor or any Restricted Subsidiary thereof; provided that a Borrower will be the applicant) and to amend or extend Letters of Credit previously issued by it, in accordance with Section 2.05(b) and (B) to honor drawings under the Letters of Credit and (ii) the Revolving Lenders severally agree to participate in the Letters of Credit issued pursuant to Section 2.05(d); provided, further, that after giving effect to the issuance, amendment or extension of any Letter of Credit, (w) the aggregate LC Exposure shall not exceed the Total Revolving Credit Commitments, (x) the LC Exposure of each Revolving Lender shall not exceed such Revolving Lender's Revolving Credit Commitment, (y) the Outstanding Amount of the LC Exposure shall not exceed the Letter of Credit Sublimit and (z) the Outstanding Amount of the Letters of Credit issued by any Issuing Bank shall not exceed such Issuing Bank's Letter of Credit Commitment. Notwithstanding anything to the contrary contained in this Agreement, no Issuing Bank shall be required to issue Commercial Letters of Credit without its consent. No Issuing Bank will be obligated to issue any Letter of Credit if the issuance of such Letter of Credit would violate any policies of the Issuing Bank applicable to letters of credit in general.

(ii) No Issuing Bank shall have an obligation to issue any Letter of Credit if (w) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Letter of Credit, (x) customary "know your customer" requirements of such Issuing Bank with respect to the beneficiary of such Letter of Credit would be violated, (y) any law applicable to such Issuing Bank or any directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit, or direct that such Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or (z) if the issuance of such Letter

of Credit would violate any policies or procedures of the Issuing Bank applicable to letters of credit in general.

(b) Notice of Issuance, Amendment, Extension; Certain Conditions. To request the issuance of a Letter of Credit, a Borrower shall deliver to the applicable Issuing Bank and the Administrative Agent, at least three Business Days in advance of the requested date of issuance (or such shorter period as is acceptable to the applicable Issuing Bank or, in the case of any issuance to be made on the Closing Date, one Business Day prior to the Closing Date), a request to issue a Letter of Credit, which shall specify that it is being issued under this Agreement, in any the form of the applicable Issuing Bank. To request an amendment or extension of a Letter of Credit (other than any automatic extension of a Letter of Credit permitted under Section 2.05(c)), a Borrower shall submit such a request to the applicable Issuing Bank selected by such Borrower (with a copy to the Administrative Agent) at least three Business Days in advance of the requested date of amendment or extension (or such shorter period as is acceptable to the applicable Issuing Bank), identifying the Letter of Credit to be amended or extended, and specifying the proposed date (which shall be a Business Day) and other details of the amendment or extension. Requests for the issuance, amendment or extension of any Letter of Credit must be accompanied by such other information required by the applicable Issuing Bank as shall be necessary to issue, amend or extend such Letter of Credit. If requested by the applicable Issuing Bank, a Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by a Borrower to, or entered into by a Borrower with, the applicable Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. A Letter of Credit may be issued, amended or extended only if (and on the issuance, amendment or extension of each Letter of Credit the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment or extension, (w) the aggregate Revolving Credit Exposure shall not exceed the Total Revolving Credit Commitments, (x) the LC Exposure of each Revolving Lender shall not exceed such Revolving Lender's Revolving Credit Commitment, (y) the aggregate amount of the LC Exposure shall not exceed the Letter of Credit Sublimit and (z) the Outstanding Amount of the Letters of Credit issued by any Issuing Bank shall not exceed such Issuing Bank's Letter of Credit Commitment. In addition, no Issuing Bank shall be required to issue, amend or extend any Letter of Credit if the expiration date of such Letter of Credit extends beyond the fifth Business Day prior to the Maturity Date applicable to the Revolving Credit Commitments of any Class unless (1) the aggregate amount of the LC Exposure attributable to Letters of Credit expiring after such date does not exceed the aggregate amount of the Revolving Credit Commitments then in effect that are scheduled to remain in effect after such date, (2) all Revolving Lenders and such Issuing Bank shall have consented to such expiry date, (3) the Borrowers shall have caused such Letter of Credit to be backstopped by a letter of credit reasonably satisfactory to such Issuing Bank or (4) the Borrowers shall have caused such Letter of Credit to be Cash collateralized in accordance with Section 2.05(j) (mutatis mutandis), in the case of clause (3) or (4) on or before the date that such Letter of Credit is issued, amended or extended beyond such date. Promptly after the delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable Issuing Bank will also deliver to the Borrowers and the Administrative Agent a true and complete copy of such Letter of Credit or amendment. Upon receipt of such Letter of Credit or amendment, the Administrative Agent shall notify the Revolving Lenders, in writing, of such Letter of Credit or amendment, and if so requested by a Revolving Lender, the Administrative Agent will provide such Revolving Lender with copies of such Letter of Credit or amendment.

(c) Expiration Date.

(i) Except as set forth in Section 2.05(b), no Standby Letter of Credit shall expire later than the earlier of (A) the date that is one year after the date of the issuance of such Standby Letter of Credit (or such later date to which the relevant Issuing Bank may agree) and (B) five (5) Business Days prior to the Latest Revolving Loan Maturity Date; provided that, any Standby Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration (none of which, in any event, shall extend beyond the date referred to in the preceding clause (B) unless 103% of the then-available amount thereof is Cash collateralized or backstopped on or before the date that such Letter of Credit is extended beyond the date referred to in clause (B) above pursuant to arrangements reasonably satisfactory to the relevant Issuing Bank).

(ii) Except as set forth in Section 2.05(b), no Commercial Letter of Credit shall expire later than the earlier to occur of (A) one year after the issuance thereof (or such later date to which the relevant Issuing Bank may agree) and (B) five (5) Business Days prior to the Latest Revolving Loan Maturity Date; provided that any Commercial Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration (none of which, in any event, shall extend beyond the date referred to in the preceding clause (B) unless 103% of the then-available amount thereof is Cash collateralized or backstopped on or before the date that such Letter of Credit is extended beyond the date referred to in clause (B) above pursuant to arrangements reasonably satisfactory to the relevant Issuing Bank).

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Revolving Lenders, the applicable Issuing Bank hereby grants to each Revolving Lender, and each Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Revolving Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit (in respect of any Letter of Credit issued in any Alternate Currency, expressed in the Dollar Equivalent thereof). In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrowers on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrowers for any reason. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, reinstatement or extension of any Letter of Credit or the occurrence and continuance of a Default or Event of Default or reduction or termination of the Revolving Credit Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) Reimbursement.

(i) If the applicable Issuing Bank makes any LC Disbursement in respect of a Letter of Credit, the Borrowers shall reimburse such LC Disbursement by paying to the Administrative Agent (or, in the case of Commercial Letters of Credit, the applicable Issuing Bank) an amount equal to such LC Disbursement not later than 1:00 p.m. on the Business Day immediately following the date on which the Borrowers receives notice under paragraph (g) of this Section of such LC Disbursement (or, if such notice is received less than two hours prior to the deadline for

requesting ABR Borrowings pursuant to Section 2.03, on the second Business Day immediately following the date on which the Borrowers receives such notice); provided that a Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.04 that such payment be financed with an ABR Revolving Loan or a Swingline Loan and, to the extent so financed, the Borrowers' obligation to make such payment shall be discharged and replaced by the resulting Revolving Loan Borrowing or Swingline Loan. If the Borrowers fail to make such payment when due, the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the payment then due from the Borrowers in respect thereof and such Revolving Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Revolving Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the Borrowers, in the same manner as provided in Section 2.07 with respect to Loans made by such Revolving Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrowers pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Revolving Lenders and such Issuing Bank as their interests may appear.

(ii) If any Revolving Lender fails to make available to the Administrative Agent for the account of the applicable Issuing Bank any amount required to be paid by such Revolving Lender pursuant to the foregoing provisions of this Section 2.05(e) by the time specified therein, such Issuing Bank shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such Issuing Bank at a rate per annum equal to the greater of the applicable Overnight Rate (or, in the case of any Letter of Credit denominated in any Alternate Currency, the Administrative Agent's customary rate for interbank advances in such Alternate Currency) from time to time in effect and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. A certificate of the applicable Issuing Bank submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (ii) shall be conclusive absent manifest error.

(f) Obligations Absolute. The Borrowers' obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein or herein, (ii) any draft or other document presented under any Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the applicable Issuing Bank under any Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, any Borrower's obligations hereunder. Neither the Administrative Agent, the Revolving Lenders nor any Issuing Bank, nor any of their respective Related Parties shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of

Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms, any error in translation, or any consequence arising from causes beyond the control of such Issuing Bank; provided that the foregoing shall not be construed to excuse such Issuing Bank from liability to any Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by any Borrower to the extent permitted by applicable law) suffered by any Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of applicable Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. The applicable Issuing Bank shall, within the time allowed following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Bank shall promptly notify the Administrative Agent and the Borrowers in writing of such demand for payment if such Issuing Bank has made or will make an LC Disbursement thereunder; provided that no failure to give or delay in giving such notice shall relieve any Borrower of its obligation to reimburse such Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If any Issuing Bank makes any LC Disbursement, then, unless a Borrower reimburses such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that a Borrower reimburses such LC Disbursement (or the date on which such LC Disbursement is reimbursed with the proceeds of Loans, as applicable), at the rate per annum then applicable to (x) in the case of any Letter of Credit denominated in Dollars, Revolving Loans that are ABR Loans and (y) in the case of any Letter of Credit denominated in any other Alternate Currency, Revolving Loans that are Eurocurrency Rate Loans with an Interest Period of one month or Alternative Currency Daily Rate Loans (as applicable); provided that if a Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(d) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the account of such Revolving Lender to the extent of such payment.

(i) Resignation or Replacement of an Issuing Bank or Addition of New Issuing Banks. Any Issuing Bank may resign as a Issuing Bank upon 30 days' prior written notice to the Administrative Agent and the Parent Guarantor. Any Issuing Bank may be replaced with the consent of the Administrative Agent (not to be unreasonably withheld or delayed), the Parent Guarantor and the successor Issuing Bank at any time by written agreement among the Parent Guarantor, the Administrative Agent and the successor Issuing Bank. The Administrative Agent shall notify the Revolving Lenders of any such resignation or replacement of an Issuing Bank. At the time any such resignation or replacement shall become effective, a Borrower shall pay all unpaid fees accrued for the account of the retiring or replaced Issuing Bank pursuant to Section 2.12(b)(ii). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under

this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term “Issuing Bank” shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the resignation or replacement of an Issuing Bank hereunder, the retiring or replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such resignation or replacement, but shall not be required to issue additional Letters of Credit after such resignation or replacement. The Parent Guarantor may, at any time and from time to time with the consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed) and the relevant Revolving Lender, designate one or more additional Revolving Lenders to act as an issuing bank under the terms of this Agreement. Any Revolving Lender designated as an issuing bank pursuant to this paragraph (i) shall be deemed to be an “Issuing Bank” (in addition to being a Revolving Lender) in respect of Letters of Credit issued or to be issued by such Revolving Lender, and, with respect to such Letters of Credit, such term shall thereafter apply to the other Issuing Bank and such Revolving Lender.

(j) Cash Collateralization.

(i) If any Event of Default exists and the Revolving Loans have been declared due and payable in accordance with the Loan Guarantee, then on the Business Day that the Parent Guarantor receives notice from the Administrative Agent at the direction of the Required Lenders demanding the deposit of Cash collateral pursuant to this paragraph (j), upon such demand, a Borrower shall deposit, in an interest-bearing account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders (the “**LC Collateral Account**”), an amount in Cash equal to 103% of the LC Exposure as of such date (minus the amount then on deposit in the LC Collateral Account); provided that the obligation to deposit such Cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to a Borrower described in Section 8.01(f) or (g).

(ii) Any such deposit under clause (i) above shall be held by the Administrative Agent as collateral for the payment and performance of the Obligations in accordance with the provisions of this paragraph (j). The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account, and each Borrower hereby grants the Administrative Agent, for the benefit of the Secured Parties, a First Priority security interest in the LC Collateral Account. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the applicable Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of each Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of the Required Revolving Lenders) be applied to satisfy other Obligations. If a Borrower is required to provide an amount of Cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (together with all interest and other earnings with respect thereto, to the extent not applied as aforesaid) shall be returned to such Borrower promptly but in no event later than three Business Days after such Event of Default has been cured or waived.

(k) Existing Letters of Credit. Each Existing Letter of Credit shall be deemed a Letter of Credit issued hereunder for all purposes under this Agreement without need for any further action by any Borrower or any other Person.

(l) Reporting. Not later than the third Business Day following the last day of each month and on the date of any issuance of any Letter of Credit (or at such other intervals as the Administrative Agent and the applicable Issuing Bank shall agree), each Issuing Bank shall provide to the Administrative Agent a schedule of the Letters of Credit issued by it, in form and substance reasonably satisfactory to the Administrative Agent, showing the date of issuance of each Letter of Credit, the account party, the original amount (if any), the expiration date, and the reference number of any Letter of Credit outstanding at any time during such month, and showing the aggregate amount (if any) payable by the Borrowers to such Issuing Bank during such month.

Section 2.06. [Reserved].

Section 2.07. Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 9:00 a.m. to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's respective Applicable Percentage; provided that Swingline Loans shall be made as provided in Section 2.04. The Administrative Agent will make such Loans available to the Borrowers by promptly crediting the amounts so received, in like funds, to the Funding Account or as otherwise directed by a Borrower; provided that Revolving Loans made to finance the reimbursement of any LC Disbursement as provided in Section 2.05(c), shall be remitted by the Administrative Agent to the applicable Issuing Bank.

(b) Unless the Administrative Agent has received notice from any Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if any Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand (without duplication) such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the applicable Overnight Rate (or, with respect to any amount denominated in any Alternate Currency, the rate of interest per annum at which overnight deposits in the applicable Alternate Currency, in an amount that is approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by the Administrative Agent in the applicable offshore interbank market for such currency) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of a Borrower, the interest rate applicable to the Loans comprising such Borrowing at such time. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing and the Borrowers' obligation to repay the Administrative Agent such corresponding amount pursuant to this Section 2.07(b) shall cease. If a Borrower pays such amount to the Administrative Agent, the amount so paid shall constitute a repayment of such Borrowing by such amount. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or any Borrower or any other Loan Party may have against any Lender as a result of any default by such Lender hereunder.

Section 2.08. Type; Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Rate Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, a Borrower may elect to convert any Borrowing to a Borrowing of a different Type available in such currency or to continue any Borrowing and, in the case of a Eurocurrency Rate Borrowing, may elect Interest Periods therefor, all as provided in this Section. A Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders based upon their Applicable Percentages and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Loans, which may not be converted or continued.

(b) To make an election pursuant to this Section, a Borrower shall deliver an Interest Election Request (by hand delivery, fax or other electronic transmission (including “.pdf” or “.tif”)), appropriately completed and signed by a Responsible Officer of a Borrower, of the applicable election to the Administrative Agent by the time that a Borrowing Request would be required under Section 2.03 if a Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. If any such Interest Election Request requests a Eurocurrency Rate Borrowing but does not specify an Interest Period, then such Borrower shall be deemed to have selected an Interest Period of one month’s duration.

(c) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each applicable Lender of the details thereof and of such Lender’s portion of each resulting Borrowing.

(d) If a Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Rate Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, such Borrowing shall be converted at the end of such Interest Period to a Eurocurrency Rate Borrowing with an Interest Period of one month. Notwithstanding any contrary provision hereof, if an Event of Default exists and the Administrative Agent, at the request of the Required Lenders, so notifies the Parent Guarantor, then, so long as such Event of Default exists (i) no outstanding Borrowing denominated in Dollars may be converted to or continued as a Eurocurrency Rate Borrowing and (ii) unless repaid, each Eurocurrency Rate Borrowing denominated in Dollars shall be converted to an ABR Borrowing at the end of the then-current Interest Period applicable thereto.

(e) It is understood and agreed that (i) only a Borrowing denominated in Dollars may be made as, or converted to, an ABR Loan and (ii) a Borrowing in Euros may only be made as, or converted to, or continued as, a Eurocurrency Rate Loan.

Section 2.09. Termination and Reduction of Commitments.

(a) Unless previously terminated, (i) the Initial Term Loan Commitments on the Closing Date shall automatically terminate upon the making of the Initial Term Loans on the Closing Date, (ii) the Initial Revolving Credit Commitments shall automatically terminate on the Initial Revolving Credit Maturity Date, (iii) the Additional Term Loan Commitments of any Class shall automatically terminate upon the making of the Additional Term Loans of such Class and, if any such Additional Term Loan Commitment is not drawn on the date that such Additional Term Loan Commitment is required to be drawn pursuant to the applicable Refinancing Amendment, Extension Amendment or Incremental Facility Amendment, the undrawn amount thereof shall terminate unless otherwise provided in the applicable Refinancing Amendment, Extension Amendment or Incremental Facility Amendment and (iv) the Additional Revolving Credit Commitments of any Class shall automatically terminate on the Maturity

Date specified therefor in the applicable Refinancing Amendment, Extension Amendment or Incremental Facility Amendment.

(b) Upon delivering the notice required by Section 2.09(c), the Administrative Borrower may at any time terminate or from time to time reduce the Revolving Credit Commitments of any Class; provided that (i) each reduction of the Revolving Credit Commitments of any Class shall be in an amount that is an integral multiple of \$1,000,000 and not less than \$1,000,000 and (ii) a Borrower shall not terminate or reduce the Revolving Credit Commitments of any Class if, after giving effect to such termination or reduction, as applicable, and any concurrent prepayment of Revolving Loans and Swingline Loans, the aggregate amount of the Revolving Credit Exposure attributable to the Revolving Credit Commitments of such Class would exceed the aggregate amount of the Revolving Credit Commitments of such Class; provided that, after the establishment of any Additional Revolving Credit Commitment, any such termination or reduction of the Revolving Credit Commitments of any Class shall be subject to the provisions set forth in Section 2.22, 2.23 and/or 10.02, as applicable.

(c) A Borrower shall notify the Administrative Agent of any election to terminate or reduce any Class or Classes of Revolving Credit Commitments under paragraph (b) of this Section (as selected by such Borrower) not later than 12:00 p.m. on or prior to the effective date of such termination or reduction (or not later than 12:00 p.m., three Business Days prior to the effective date of such termination or reduction, in the case of a termination or reduction involving a prepayment of Eurocurrency Rate Borrowings or Alternative Currency Daily Rate Borrowings (or such later date to which the Administrative Agent may agree)), specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Revolving Lenders of each applicable Class or Classes of the contents thereof. Each notice delivered by a Borrower pursuant to this Section shall be irrevocable; provided that any such notice may state that such notice is conditioned upon the effectiveness of other transactions, in which case such notice may be revoked by such Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of any Revolving Credit Commitment pursuant to this Section 2.09 shall be permanent. Upon any reduction of any Revolving Credit Commitment, the Revolving Credit Commitment of each Revolving Lender of the relevant Class shall be reduced by such Revolving Lender's Applicable Percentage of such reduction amount.

Section 2.10. Repayment of Loans; Evidence of Debt.

(a) The applicable Term Loan Borrowers hereby jointly and severally promise to repay (in each case according to the applicable Term Loan borrowed)

(i) (x) the outstanding principal amount of the Initial USD Term Loans to the Administrative Agent for the account of each applicable Initial USD Term Lender commencing on June 30, 2024, on the last Business Day of each March, June, September and December prior to the Initial USD Term Loan Maturity Date (each such date being referred to as an **"Initial Loan Installment Date"**), in each case in an amount equal to 0.25% of the original principal amount of the Initial USD Term Loans (as such payments may be reduced from time to time as a result of the application of prepayments in accordance with Section 2.11 and purchases or assignments in accordance with Section 10.05(g) or increased as a result of any increase in the amount of such Initial USD Term Loans pursuant to Section 2.22(a)) and (y) on the Initial USD Term Loan Maturity Date, in an amount equal to the remainder of the principal amount of the Initial USD Term Loans outstanding on such date, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

(ii) on the Initial EUR Term Loan Maturity Date, in an amount equal to the remainder of the principal amount of the Initial EUR Term Loans outstanding on such date, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

Each applicable Term Loan Borrower, jointly and severally with any other applicable Term Loan Borrower, shall repay the Additional Term Loans of any Class in such scheduled amortization installments and on such date or dates as shall be specified therefor in the applicable Refinancing Amendment, Extension Amendment or Incremental Facility Amendment (as such payments may be reduced from time to time as a result of the application of prepayments in accordance with Section 2.11 and purchases or assignments in accordance with Section 10.05(g) or increased as a result of any increase in the amount of such Additional Term Loans pursuant to Section 2.22(a)).

(b) The Revolving Credit Borrowers jointly and severally hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Initial Revolving Lender, the then-unpaid principal amount of the Initial Revolving Loans of such Lender made to such Borrower on the Initial Revolving Credit Maturity Date, (ii) to the Administrative Agent for the account of each Additional Revolving Lender, the then-unpaid principal amount of each Additional Revolving Loan of such Additional Revolving Lender made to such Borrower on the Maturity Date applicable thereto and (iii) to the Swingline Lender the then unpaid principal amount of each Swingline Loan made to such Borrower on the earlier of (x) the 10th Business Day following the incurrence of such Swingline Loan and (y) the Latest Revolving Loan Maturity Date. On the Initial Revolving Credit Maturity Date, the Revolving Credit Borrowers shall make payment in full in Cash of all accrued and unpaid fees and all reimbursable expenses and other Loan Document Obligations with respect to the Initial Revolving Facility then due, together with accrued and unpaid interest (if any) thereon attributable to such Borrowers.

(c) If the Maturity Date in respect of any Class of Revolving Credit Commitments occurs prior to the expiry date of any Letter of Credit, then (i) if one or more other Classes of Revolving Credit Commitments in respect of which the Maturity Date shall not have so occurred are then in effect (or will automatically be in effect upon the occurrence of such Maturity Date), such Letters of Credit shall automatically be deemed to have been issued (including for purposes of the obligations of the Revolving Lenders to purchase participations therein and to make Revolving Loans and payments in respect thereof pursuant to Section 2.05(d) and Section 2.05(e)) under (and ratably participated in by Revolving Lenders pursuant to) the non-terminating or new Classes of Revolving Credit Commitments up to an aggregate amount not to exceed the aggregate principal amount of the unutilized Revolving Credit Commitments continuing at such time (it being understood that no partial amount of any Letter of Credit may be so reallocated) (in each case, after giving effect to any repayments of Revolving Loans) and (ii) to the extent not reallocated pursuant to immediately preceding clause (i) and unless provisions reasonably satisfactory to the applicable Issuing Bank for the treatment of such Letter of Credit as a letter of credit under a successor credit facility have been agreed upon, the applicable Borrower shall, on or prior to the applicable Maturity Date, (x) cause such Letter of Credit to be replaced and returned to the applicable Issuing Bank undrawn and marked “cancelled” or (y) cause such Letter of Credit to be backstopped by a letter of credit reasonably satisfactory to the applicable Issuing Bank. Commencing with the Maturity Date of any Class of Revolving Credit Commitments, the Letter of Credit Sublimit shall be in an amount agreed solely with the applicable Issuing Bank; provided that, at the request of the Parent Guarantor, the Letter of Credit Sublimit immediately following such Maturity Date shall be no less than the Letter of Credit Sublimit immediately prior to such Maturity Date multiplied by a fraction, the numerator of which is the aggregate amount of the Revolving Credit Commitments immediately following such Maturity Date and the denominator of which is the aggregate amount of the Revolving Credit Commitments immediately prior to such Maturity Date.

(d) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(e) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period (if any) applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders or the Issuing Banks and each Lender's or the Issuing Bank's share thereof.

(f) The entries made in the accounts maintained pursuant to paragraph (d) or (e) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein (absent manifest error); provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any manifest error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement; provided, further, that in the event of any inconsistency between the accounts maintained by the Administrative Agent pursuant to paragraph (e) of this Section and any Lender's records, the accounts of the Administrative Agent shall govern.

(g) Any Lender may request that Loans made by it be evidenced by a Promissory Note. In such event, the applicable Borrowers shall prepare, execute and deliver to such Lender a Promissory Note payable to such Lender and its registered permitted assigns; it being understood and agreed that such Lender (and/or its applicable permitted assign) shall be required to return such Promissory Note to the applicable Borrowers in accordance with Section 10.05(b)(iii) and upon the occurrence of the Termination Date (or as promptly thereafter as practicable). If any Lender loses the original copy of its Promissory Note, it shall execute an affidavit of loss containing a customary indemnification provision that is reasonably satisfactory to the applicable Borrowers. The obligation of each Lender to execute an affidavit of loss containing a customary indemnification provision that is reasonably satisfactory to the applicable Borrowers shall survive the Termination Date.

Section 2.11. Prepayment of Loans.

(a) Optional Prepayments.

(i) Upon prior notice in accordance with paragraph (a)(iii) of this Section, the applicable Borrowers shall have the right at any time and from time to time to prepay any Borrowing of Term Loans of one or more Classes (such Class or Classes to be selected by a Borrower (or the Parent Guarantor) in its sole discretion) in whole or in part without premium or penalty (but subject to (A) in the case of Initial Term Loans only, Section 2.12(f)(i) and (B) if applicable, Section 2.16). Each such prepayment shall be paid to the Lenders in accordance with their respective Applicable Percentages of the relevant Class.

(ii) Upon prior notice in accordance with paragraph (a)(iii) of this Section, the applicable Borrowers shall have the right at any time and from time to time to prepay any Borrowing of Revolving Loans of any Class or any Borrowing of Swingline Loans, including any Additional Revolving Loans, in whole or in part without premium or penalty (but subject to Section 2.16). Prepayments made pursuant to this Section 2.11(a)(ii), first, shall be applied ratably to the Swingline Loans and to outstanding LC Disbursements and second, shall be applied

ratably to the outstanding Revolving Loans, including any Additional Revolving Loans of the relevant Class.

(iii) A Borrower shall notify the Administrative Agent (and, in the case of a prepayment of a Swingline Loan, the Swingline Lender) in writing of any prepayment under this Section 2.11(a) (A) in the case of a prepayment of a Eurocurrency Rate Borrowing, not later than 9:00 a.m. three Business Days before the date of prepayment, (B) in the case of an Alternative Currency Daily Rate Borrowing, not later than 1:00 p.m. five Business Days before the date of prepayment, (C) in the case of a prepayment of an ABR Borrowing, not later than 1:00 p.m. on the date of prepayment or (D) in the case of a prepayment of a Swingline Loan, not later than 1:00 p.m. on the date of prepayment (or, in each case, such later date or time to which the Administrative Agent may reasonably agree). Each such notice shall be irrevocable (except as set forth in the proviso to this sentence) and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that a notice of prepayment delivered by a Borrower may state that such notice is conditioned upon the effectiveness of other transactions or other conditional events, in which case such notice may be revoked or its effectiveness deferred by a Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied and/or a Borrower may delay or rescind such notice until such condition is satisfied. Promptly following receipt of any such notice relating to any Borrowing, the Administrative Agent shall advise the relevant Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount at least equal to the amount that would be permitted in the case of a Borrowing of the same Type and Class as provided in Section 2.02(c) or such lesser amount that is then outstanding with respect to such Borrowing being repaid. Each prepayment of Term Loans shall be applied to the Class or Classes of Term Loans specified by a Borrower (or the Parent Guarantor) in the applicable prepayment notice, and each prepayment of Term Loans of such Class or Classes made pursuant to this Section 2.11(a) shall be applied against the remaining scheduled installments of principal due in respect of the Term Loans of such Class or Classes in the manner specified by such Borrower (or the Parent Guarantor) or, if not so specified on or prior to the date of such optional prepayment, in direct order of maturity.

(b) Mandatory Prepayments.

(i) No later than the fifth Business Day after the date on which the financial statements with respect to each Fiscal Year of the Parent Guarantor are delivered pursuant to Section 5.01(b), commencing with the Fiscal Year ending December 31, 2025, the applicable Borrowers shall prepay Subject Loans in accordance with clause (vi) below in an aggregate principal amount (the “**ECF Prepayment Amount**”) equal to (A) the Required Excess Cash Flow Percentage of Excess Cash Flow of the Parent Guarantor and its Restricted Subsidiaries for the Excess Cash Flow Period then most recently ended (this clause (A), the “**Base ECF Prepayment Amount**”) minus (B) at the option of the Parent Guarantor, to the extent occurring during such Excess Cash Flow Period (or occurring after such Excess Cash Flow Period and prior to the date of the applicable Excess Cash Flow payment), and without duplication (including duplication of any amounts deducted in any prior Excess Cash Flow Period), the following (collectively, the “**ECF Deductions**”):

- (1) the aggregate principal amount of any Term Loans and Revolving Loans prepaid pursuant to Section 2.11(a);

(2) the aggregate principal amount of any Incremental Equivalent Debt, Replacement Debt and/or any other Indebtedness permitted to be incurred pursuant to Section 6.01 to the extent secured by Liens on the Collateral that are pari passu with the Liens on the Collateral securing the Credit Facilities (without regard to the control of remedies), voluntarily prepaid, repurchased, redeemed or otherwise retired (or contractually committed to be prepaid, repurchased, redeemed or otherwise retired);

(3) the amount of any reduction in the outstanding amount of any Term Loans, Incremental Equivalent Debt, Replacement Debt and/or any other Indebtedness permitted to be incurred pursuant to Section 6.01 to the extent secured by Liens on the Collateral that are pari passu with the Liens on the Collateral securing the Credit Facilities, resulting from any purchase or assignment made in accordance with Section 10.05(g) of this Agreement (including in connection with any Dutch Auction) (with respect to Term Loans) and any equivalent provisions with respect to any Incremental Equivalent Debt, Replacement Debt and/or such other Indebtedness;

(4) all Cash payments in respect of Capital Expenditures and all Cash payments made to acquire IP Rights;

(5) Cash payments by the Parent Guarantor and its Restricted Subsidiaries made (or committed or budgeted) in respect of long-term liabilities (including for purposes of clarity, the current portion of such long-term liabilities) of the Parent Guarantor and its Restricted Subsidiaries other than Indebtedness, except to the extent such Cash payments were deducted in the calculation of Consolidated Net Income or Consolidated Adjusted EBITDA for such period;

(6) Cash payments in respect of any Investment (including acquisitions) permitted by Section 6.06 or otherwise consented to by the Required Lenders (other than Investments (x) in Cash or Cash Equivalents or (y) in the Parent Guarantor or any Loan Party) and/or any Restricted Payment permitted by Section 6.04(a) (other than Restricted Payments set forth in Sections 6.04(a)(iii), 6.04(a)(vi) and 6.04(a)(xiii)) or otherwise consented to by the Required Lenders;

(7) the aggregate consideration (i) required to be paid in Cash by the Parent Guarantor or its Restricted Subsidiaries pursuant to binding contracts entered into prior to or during such period relating to Capital Expenditures, acquisitions or other Investments permitted by Section 6.06 or otherwise consented to by the Required Lenders and/or Restricted Payments described in clause (6) above and/or (ii) otherwise committed or budgeted to be made in connection with Capital Expenditures, acquisitions or other Investments and/or Restricted Payments described in clause (6) above (clauses (i) and (ii) of this clause (7), the “**Scheduled Consideration**”) (other than Investments in (x) Cash and Cash Equivalents or (y) the Parent Guarantor or any Loan Party) to be consummated or made during the period of four consecutive Fiscal Quarters of the Parent Guarantor following the end of such period; provided that to the extent the aggregate amount actually utilized to

finance such Capital Expenditures, acquisitions, Investments or Restricted Payments during such subsequent period of four consecutive Fiscal Quarters is less than the Scheduled Consideration, the amount of the resulting shortfall shall be added to the calculation of Excess Cash Flow at the end of such subsequent period of four consecutive Fiscal Quarters;

(8) Cash expenditures in respect of any Hedge Agreement to the extent not otherwise deducted in the calculation of Consolidated Net Income or Consolidated Adjusted EBITDA; and

(9) the aggregate amount of expenditures actually made by the Parent Guarantor and/or any Restricted Subsidiary in Cash (including any expenditure for the payment of fees or other Charges (or any amortization thereof for such period) in connection with any Disposition, incurrence or repayment of Indebtedness, issuance of Capital Stock, refinancing transaction, amendment or modification of any debt instrument, including this Agreement, and including, in each case, any such transaction consummated prior to, on or after the Closing Date, and Charges incurred in connection therewith, whether or not such transaction was successful), in each case to the extent that such expenditures were not expensed;

in the case of each of clauses (1)-(9), (I) excluding any such payments, prepayments and expenditures made during such Fiscal Year that reduced the amount required to be prepaid pursuant to this Section 2.11(b)(i) in the prior Fiscal Year, (II) in the case of any prepayment of revolving Indebtedness, to the extent accompanied by a permanent reduction in the relevant commitment, (III) to the extent that such payments, prepayments and expenditures were not financed with the proceeds of other long-term funded Indebtedness (other than revolving Indebtedness) of the Parent Guarantor or its Restricted Subsidiaries and (IV) in each case under clause (3) above, based upon the actual amount of cash paid in connection with any relevant purchase or assignment; provided that no prepayment under this Section 2.11(b)(i) shall be required unless the principal amount of Subject Loans required to be prepaid exceeds the greater of \$85,000,000 and 15% of Consolidated Adjusted EBITDA (and, in such case, only such amount in excess of the greater of \$85,000,000 and 15% of Consolidated Adjusted EBITDA shall be required to be prepaid); provided, further, that if at the time that any such prepayment would be required, the Parent Guarantor (or any Restricted Subsidiary) is also required to prepay, repurchase or offer to prepay or repurchase any Indebtedness that is secured on a pari passu basis (without regard to the control of remedies) with any Obligation pursuant to the terms of the documentation governing such Indebtedness (such Indebtedness required to be so prepaid or repurchased or offered to be so prepaid or repurchased, “**Other Applicable Indebtedness**”) with any portion of the ECF Prepayment Amount, then the Borrowers may apply such portion of the ECF Prepayment Amount on a pro rata basis (determined on the basis of the aggregate outstanding principal amount of the Subject Loans and the relevant Other Applicable Indebtedness (or accreted amount if such Other Applicable Indebtedness is issued with original issue discount) at such time) to the prepayment of the Subject Loans and to the prepayment of the relevant Other Applicable Indebtedness, and the amount of prepayment of the Subject Loans that would have otherwise been required pursuant to this Section 2.11(b)(i) shall be reduced accordingly; it being understood that (1) the portion of such ECF Prepayment Amount allocated to the Other Applicable Indebtedness shall not exceed the portion of such ECF Prepayment Amount required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of such ECF Prepayment

Amount shall be allocated to the Subject Loans in accordance with the terms hereof and (2) to the extent the holders of the Other Applicable Indebtedness decline to have such Indebtedness prepaid or repurchased, the declined amount shall promptly (and in any event within ten Business Days after the date of such rejection) be applied to prepay the Subject Loans in accordance with the terms hereof.

(ii) No later than the fifth Business Day following the receipt of Net Proceeds in respect of any Prepayment Asset Sale or Net Insurance/Condemnation Proceeds that are Material Insurance/Condemnation Proceeds, in each case, in excess of (i) any single Disposition transaction or a series of related transactions with respect to assets having Disposition Consideration in excess of the greater of \$45,000,000 and 7.5% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period and (ii) any other Disposition transactions with respect to assets having Disposition Consideration in excess of the greater of \$85,000,000 and 15% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period, for all such transactions on an aggregate basis in any Fiscal Year, the applicable Borrowers shall apply an amount equal to the Required Net Proceeds Percentage of such Net Proceeds or Net Insurance/Condemnation Proceeds received with respect thereto in excess of such thresholds (collectively, the “**Subject Proceeds**”; and any Net Proceeds in respect of any Prepayment Asset Sale or Net Insurance/Condemnation Proceeds that do not constitute Subject Proceeds, the “**Excluded Proceeds**”) to prepay the outstanding principal amount of Subject Loans in accordance with clause (vi) below; provided that application of such thresholds shall be at the option of the Parent Guarantor; provided further that (A) the Borrowers shall not be required to make a mandatory prepayment under this clause (ii) in respect of the Subject Proceeds to the extent (x) the Subject Proceeds are so reinvested within 15 months following receipt thereof (the “**Reinvestment Period**”) or (y) the Parent Guarantor or any of its subsidiaries has contractually committed to so reinvest the Subject Proceeds during such Reinvestment Period and the Subject Proceeds are so reinvested within six months after the expiration of such Reinvestment Period; provided, however, that if the Subject Proceeds have not been so reinvested prior to the expiration of the applicable period, the applicable Borrowers shall promptly prepay the outstanding principal amount of Subject Loans with the Subject Proceeds not so reinvested as set forth above (without regard to the immediately preceding proviso) (provided that the Parent Guarantor may elect to deem certain expenditures (including Investments) that would otherwise be permissible reinvestments but that occurred prior to the receipt of the applicable Net Proceeds or Net Insurance/Condemnation Proceeds (as applicable) as having been reinvested in accordance with the provisions of this Section 2.11(b)(ii), but only to the extent such deemed expenditure (or Investment) shall have been made no earlier than (x) in the case of Net Proceeds, the earliest of the execution of a definitive agreement with respect to such Prepayment Asset Sale or the consummation of the applicable Disposition and (y) in the case of Net Insurance/Condemnation Proceeds, the occurrence of the event in respect of which such Net Insurance/Condemnation Proceeds were received) and (B) if, at the time that any such prepayment would be required hereunder, the Parent Guarantor or any of its Restricted Subsidiaries is required to prepay, repay or repurchase (or offer to prepay, repay or repurchase) any Other Applicable Indebtedness, then the relevant Person may apply the Subject Proceeds on a pro rata basis to the prepayment of the Subject Loans and to the prepayment, repurchase or repayment of the Other Applicable Indebtedness (determined on the basis of the aggregate outstanding principal amount of the Subject Loans and the Other Applicable Indebtedness (or accreted amount if such Other Applicable Indebtedness is issued with original issue discount) at such time); it being understood that (1) the portion of the Subject Proceeds allocated to the Other Applicable Indebtedness shall not exceed the amount of the Subject Proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof (and the remaining amount, if any, of the Subject

Proceeds shall be allocated to the Subject Loans in accordance with the terms hereof), and the amount of the prepayment of the Subject Loans that would have otherwise been required pursuant to this Section 2.11(b)(ii) shall be reduced accordingly and (2) to the extent the holders of the Other Applicable Indebtedness decline to have such Indebtedness prepaid or repurchased, the declined amount shall promptly (and in any event within ten Business Days after the date of such rejection) be applied to prepay the Subject Loans in accordance with the terms hereof.

(iii) In the event that the Parent Guarantor or any of its Restricted Subsidiaries receives Net Proceeds from the issuance or incurrence of Indebtedness by the Parent Guarantor or any of its Restricted Subsidiaries (other than with respect to Indebtedness permitted under Section 6.01, except to the extent the relevant Indebtedness constitutes Refinancing Indebtedness incurred to refinance all or a portion of the Initial Term Loans pursuant to Section 6.01(p) or Replacement Term Loans incurred to refinance Initial Term Loans in accordance with the requirements of Section 10.02(c)), the applicable Borrowers shall, substantially simultaneously with (and in any event not later than two Business Days thereafter) the receipt of such Net Proceeds by the Parent Guarantor or its applicable Restricted Subsidiary, apply an amount equal to 100% of such Net Proceeds to prepay the outstanding principal amount of the relevant Initial Term Loans in accordance with clause (vi) below;

(iv) Notwithstanding anything in this Section 2.11(b) to the contrary, (A) the Borrowers shall not be required to prepay any amount that would otherwise be required to be paid pursuant to Sections 2.11(b)(i) or (ii) above to the extent that the relevant Excess Cash Flow is generated by any Foreign Subsidiary, the relevant Prepayment Asset Sale is consummated by any Foreign Subsidiary or the relevant Net Insurance/Condemnation Proceeds are received by any Foreign Subsidiary, as the case may be, for so long as the Parent Guarantor determines in good faith that the repatriation to the Borrowers of any such amount would be prohibited or delayed (beyond the time period during which such prepayment is otherwise required to be made pursuant to Section 2.11(b)(i) or (ii) above) under any Requirement of Law or conflict with the fiduciary duties of such Foreign Subsidiary's directors, or result in, or could reasonably be expected to result in, a material risk of personal or criminal liability for any officer, director, employee, manager, member of management or consultant of such Foreign Subsidiary (including on account of financial assistance, corporate benefit, thin capitalization, capital maintenance or similar considerations); it being understood and agreed that (i) solely within 365 days following the end of the applicable Excess Cash Flow Period or the event giving rise to the relevant Subject Proceeds, the applicable Borrowers shall take all commercially reasonable actions required by applicable Requirements of Law to permit such repatriation and (ii) if the repatriation of the relevant affected Excess Cash Flow or Subject Proceeds, as the case may be, is permitted under the applicable Requirement of Law and, to the extent applicable, would no longer conflict with the fiduciary duties of such director, or result in, or be reasonably expected to result in, a material risk of personal or criminal liability for the Persons described above, in either case, within 365 days following the end of the applicable Excess Cash Flow Period or the event giving rise to the relevant Subject Proceeds, the relevant Foreign Subsidiary will promptly repatriate the relevant Excess Cash Flow or Subject Proceeds, as the case may be, and the repatriated Excess Cash Flow or Subject Proceeds, as the case may be, will be promptly (and in any event not later than two Business Days after such repatriation) applied (net of additional Taxes payable or reserved against such Excess Cash Flow or such Subject Proceeds, as a result thereof, in each case by any Loan Party, such Loan Party's subsidiaries, and any Affiliates or indirect or direct equity owners of the foregoing) to the repayment of Subject Loans pursuant to this Section 2.11(b) to the extent required herein (without regard to this clause (iv)), (B) the Borrowers shall not be required to prepay any amount that would otherwise be required to be paid pursuant to Sections 2.11(b)(i) or

(ii) to the extent that the relevant Excess Cash Flow is generated by any Joint Venture (including any Subsidiary that is not a Wholly-Owned Subsidiary) or the relevant Subject Proceeds are received by any Joint Venture (including any Subsidiary that is not a Wholly-Owned Subsidiary) for so long as the Parent Guarantor determines in good faith that the distribution to the Borrowers of such Excess Cash Flow or Subject Proceeds would be prohibited under any applicable (I) Organizational Documents (or any relevant shareholders' or similar agreement) governing such Joint Venture, (II) agreement or instrument (including a financing arrangement) entered into with a Person other than the Parent Guarantor or a Restricted Subsidiary not prohibited by Section 6.03 or (III) judgment, decree, order, statute or governmental rule or regulation; it being understood that if the relevant prohibition ceases to exist within the 365-day period following the end of the applicable Excess Cash Flow Period, the event giving rise to the relevant Subject Proceeds, the relevant Joint Venture will promptly distribute the relevant Excess Cash Flow or the relevant Subject Proceeds, as the case may be, and the distributed Excess Cash Flow or Subject Proceeds, as the case may be, will be promptly (and in any event not later than ten Business Days after such distribution) applied (net of additional Taxes payable or reserved against as a result thereof) to the repayment of Subject Loans pursuant to this Section 2.11(b) to the extent required herein (without regard to this clause (iv)) and (C) if the Parent Guarantor determines in good faith that the repatriation (or other intercompany distribution) to the Borrowers of any amounts required to mandatorily prepay the Subject Loans pursuant to Section 2.11(b)(i) or (ii) above would result in material and adverse tax consequences for any Loan Party or any of such Loan Party's subsidiaries, Affiliates or indirect or direct equity owners, taking into account any foreign tax credit or benefit actually realized in connection with such repatriation (such amount, a "**Restricted Amount**"), as determined by the Parent Guarantor in good faith, the amount the Borrowers shall be required to mandatorily prepay pursuant to Section 2.11(b)(i) or (ii) above, as applicable, shall be reduced by the Restricted Amount; provided that to the extent that the repatriation (or other intercompany distribution) of any Subject Proceeds or Excess Cash Flow from the relevant Foreign Subsidiary would no longer have a material and adverse tax consequence within the 365-day period following the event giving rise to the relevant Subject Proceeds or the end of the applicable Excess Cash Flow Period, as the case may be, an amount equal to the Subject Proceeds or Excess Cash Flow, as applicable, not previously applied pursuant to this clause (C), shall be promptly applied to the repayment of Subject Loans pursuant to Section 2.11(b) as otherwise required above (without regard to this clause (iv));

(v) Each Lender may elect, by notice to the Administrative Agent at or prior to the time and in the manner specified by the Administrative Agent prior to any prepayment of Initial Term Loans and Additional Term Loans required to be made by the Borrowers pursuant to this Section 2.11(b), to decline all (but not a portion) of its Applicable Percentage of such prepayment (such declined amounts, the "**Declined Proceeds**"), which Declined Proceeds may be retained by the Borrowers and used for any legal purpose permitted (or not prohibited) hereunder, including to increase the Available Amount; provided further that, for the avoidance of doubt, no Lender may reject any prepayment made under Section 2.11(b)(iii) above to the extent that such prepayment is made with the Net Proceeds of (w) Refinancing Indebtedness (including Replacement Debt) incurred to refinance all or a portion of the Initial Term Loans or Additional Term Loans pursuant to Section 6.01(p), (x) Incremental Term Loans incurred to refinance all or a portion of the Term Loans pursuant to Section 2.22, (y) Replacement Term Loans incurred to refinance all or a portion of the Term Loans in accordance with the requirements of Section 10.02(c) and/or (z) Incremental Equivalent Debt incurred to refinance all or a portion of the Term Loans in accordance with the requirements of Section 6.01(z). If any Lender fails to deliver a notice to the Administrative Agent of its election to decline receipt of its Applicable Percentage of any mandatory prepayment within the time frame specified by the Administrative Agent, such

failure will be deemed to constitute an acceptance of such Lender's Applicable Percentage of the total amount of such mandatory prepayment of Initial Term Loans and Additional Term Loans.

(vi) Except as may otherwise be set forth in any amendment to this Agreement in connection with any Additional Term Loan, (A) each prepayment of Initial Term Loans and Additional Term Loans pursuant to this Section 2.11(b) shall be applied ratably to each Class of Term Loans (based upon the then outstanding principal amounts of the respective Classes of Term Loans) (provided that any prepayment constituting (w) Refinancing Indebtedness (including Replacement Debt) incurred to refinance all or a portion of Initial Term Loans or Additional Term Loans pursuant to Section 6.01(p), (x) Incremental Loans incurred to refinance all or a portion of the Term Loans pursuant to Section 2.22, (y) Replacement Term Loans incurred to refinance all or a portion of the Term Loans in accordance with the requirements of Section 10.02(c) and/or (z) Incremental Equivalent Debt incurred to refinance all or a portion of the Term Loans in accordance with the requirements of Section 6.01(z) shall, in each case be applied solely to each applicable Class of refinanced or replaced Term Loans), (B) with respect to each Class of Initial Term Loans and Additional Term Loans, all accepted prepayments under Section 2.11(b)(i), (ii) or (iii) shall be applied against the remaining scheduled installments of principal due in respect of the Initial Term Loans and Additional Term Loans as directed by the Parent Guarantor (or, in the absence of direction from the Parent Guarantor, to the remaining scheduled amortization payments in respect of the Initial Term Loans and Additional Term Loans in direct order of maturity) and (C) each such prepayment shall be paid to the Term Lenders in accordance with their respective Applicable Percentages. The amount of such mandatory prepayments shall be applied on a pro rata basis to the then outstanding Initial Term Loans and Additional Term Loans being prepaid irrespective of whether such outstanding Loans are ABR Loans, Eurocurrency Rate Loans, Alternative Currency Daily Rate Loans or Loans of any other Type. Any prepayment of Initial Term Loans made on or prior to the Initial Term Loan Soft Call Termination Date pursuant to Section 2.11(b)(iii) as part of a Repricing Transaction shall be accompanied by the fee set forth in Section 2.12(f).

(vii) In the event that on any Revaluation Date (after giving effect to the determination of the Outstanding Amount of each Revolving Loan, Letter of Credit and LC Disbursement) the Revolving Credit Exposure of any Class exceeds the amount of the Revolving Credit Commitment of such Class then in effect, the applicable Borrowers shall, within five Business Days of receipt of notice from the Administrative Agent, prepay the Revolving Loans or Swingline Loans and/or reduce LC Exposure in an aggregate amount sufficient to reduce such Revolving Credit Exposure as of the date of such payment to an amount not to exceed the Revolving Credit Commitment of such Class then in effect by taking any of the following actions as it shall determine at its sole discretion: (A) prepaying Revolving Loans or Swingline Loans or (B) with respect to any excess LC Exposure, depositing Cash in the LC Collateral Account or "backstopping" or replacing the relevant Letters of Credit, in each case, in an amount equal to 103% of such excess LC Exposure (minus any amount then on deposit in the LC Collateral Account).

(viii) At the time of each prepayment required under Section 2.11(b)(i), (ii) or (iii), the Parent Guarantor shall deliver to the Administrative Agent a certificate signed by a Responsible Officer of the Parent Guarantor setting forth in reasonable detail the calculation of the amount of such prepayment in the form attached as Exhibit M hereto. Each such certificate shall specify the Borrowings being prepaid, the principal amount of each Borrowing (or portion thereof) to be prepaid and the Administrative Agent with respect to each such Borrowing (or portion thereof) to be prepaid. Prepayments shall be accompanied by accrued interest as required by Section 2.13.

All prepayments of Borrowings under this Section 2.11(b) shall be subject to Section 2.16 and, except as set forth in the last sentence of clause (vi) above, shall otherwise be without premium or penalty.

Section 2.12. Fees.

(a) The Revolving Credit Borrowers agree to pay to the Administrative Agent for the account of each Revolving Lender of any Class (other than any Defaulting Lender) a fee (the “Commitment Fee”), which shall accrue at a rate equal to the Commitment Fee Rate per annum on the daily amount of the unused amount of Revolving Credit Commitment of such Lender at all times during the period from and including the Closing Date to but excluding the date on which such Commitment terminates. Accrued Commitment Fees through the last day of each March, June, September and December shall be payable on the date that is 15 days after each such date (commencing April 15, 2024) and all accrued commitment fees to the date of termination shall be payable on the date of termination in full of the Commitments of the applicable Class. For purposes of calculating the Commitment Fees only, no portion of the Revolving Credit Commitments shall be deemed utilized as a result of outstanding Swingline Loans.

(b) The Revolving Credit Borrowers agree to pay (i) to the Administrative Agent for the account of each Revolving Lender of any Class (other than any Defaulting Lender) a participation fee with respect to its participation in each Letter of Credit, which shall accrue at the Applicable Rate used to determine the interest rate applicable to Eurocurrency Rate Revolving Loans on the daily available balance of such Lender’s LC Exposure attributable to its Revolving Credit Commitment of such Class in respect of such Letter of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements), during the period from and including the Closing Date to the later of the date on which such Revolving Lender’s Revolving Credit Commitment of such Class terminates and the date on which such Revolving Lender ceases to have any LC Exposure related to its Revolving Credit Commitment of such Class in respect of such Letter of Credit (including any such LC Exposure that may exist following the termination of such Revolving Credit Commitments) and (ii) to each Issuing Bank, for its own account, a fronting fee, in respect of each Letter of Credit issued by such Issuing Bank for the period from the date of issuance of such Letter of Credit to the expiration date of such Letter of Credit (or if terminated on an earlier date, to the termination date of such Letter of Credit), computed at a rate equal to the rate agreed by such Issuing Bank and the applicable Borrowers (but in any event not to exceed 0.125% per annum) of the daily available balance of such Letter of Credit, as well as such Issuing Bank’s reasonable and customary fees with respect to the issuance, amendment or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued to but excluding the last Business Day of each March, June, September and December shall be payable on the date that is 15 days after each such date (commencing April 15, 2024) and all accrued participation fees and fronting fees to the date of termination shall be payable on the date of termination in full of the Commitments of the applicable Class; provided that all such fees shall be payable on the date on which the Revolving Credit Commitments of the applicable Class terminate, and any such fees accruing after the date on which the Revolving Credit Commitments of the applicable Class terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this paragraph shall be payable within 30 days after demand (accompanied by reasonable back-up documentation) therefor.

(c) [Reserved].

(d) The Borrowers agree to pay to the Administrative Agent and the Collateral Agent, for its own account, the fees in the amounts and at the times separately agreed upon by the Borrowers and the Administrative Agent or the Collateral Agent, as applicable, in writing.

(e) All fees payable hereunder shall be paid on the dates due, in Dollars and in immediately available funds, to the Administrative Agent (or to the applicable Issuing Bank or the Collateral Agent, in the case of fees payable to it) for distribution, in the case of Commitment Fees and participation fees, to the Revolving Lenders. Fees paid shall not be refundable under any circumstances except as otherwise provided in the Fee Letter. Fees payable hereunder shall accrue through and including the last day of the month immediately preceding the applicable fee payment date.

(f) (i) In the event that, on or prior to the date that is six months after the Closing Date (the “**Initial Term Loan Soft Call Termination Date**”), the Borrower (x) prepays, repays, refinances, substitutes or replaces any Initial Term Loans in connection with a Repricing Transaction (including, for the avoidance of doubt, any prepayment made pursuant to Section 2.11(b)(iii) that constitutes a Repricing Transaction) with respect to Initial Term Loans or (y) effects any amendment, modification or waiver of, or consent under, this Agreement resulting in a Repricing Transaction with respect to the Initial Term Loans, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Initial Term Lenders, (I) in the case of clause (x), a premium of 1.00% of the aggregate principal amount of the Initial Term Loans so prepaid, repaid, refinanced, substituted or replaced and (II) in the case of clause (y), a fee equal to 1.00% of the aggregate principal amount of the Initial Term Loans that are the subject of such Repricing Transaction outstanding immediately prior to such amendment. If, on or prior to the Initial Term Loan Soft Call Termination Date, all or any portion of the Initial Term Loans held by any Term Lender are prepaid, repaid, refinanced, substituted or replaced pursuant to Section 2.19(b)(iv) as a result of, or in connection with, such Term Lender not agreeing or otherwise consenting to any waiver, consent, modification or amendment referred to in clause (y) above (or otherwise in connection with a Repricing Transaction), such prepayment, repayment, refinancing, substitution or replacement will be made at 101% of the principal amount so prepaid, repaid, refinanced, substituted or replaced. All such amounts shall be due and payable on the date of effectiveness of such Repricing Transaction and shall be payable in addition to any amounts due under Section 2.16.

(g) Unless otherwise indicated herein, all computations of fees shall be made on the basis of a 360-day year and shall be payable for the actual days elapsed (including the first day but excluding the last day). Each determination by the Administrative Agent of the amount of any fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.13. Interest.

(a) The Loans comprising each ABR Borrowing (including Swingline Loans) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Eurocurrency Rate Borrowing shall bear interest at the Eurocurrency Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) The Loans comprising each Alternative Currency Daily Rate Borrowing shall bear interest at the Alternative Currency Daily Rate for such Borrowing plus the Applicable Rate.

(d) Notwithstanding the foregoing, during the existence and continuance of any Event of Default under Section 8.01(a), if any principal of or interest on any Loan or any LC Disbursement or any fee payable by a Borrower hereunder is not, in each case, paid or reimbursed when due, whether at stated maturity, upon acceleration or otherwise, the relevant overdue amount shall bear interest, to the fullest extent permitted by applicable Requirements of Law, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal or interest of any Loan or unreimbursed LC Disbursement, 2.00% plus the rate otherwise applicable to such Loan or LC Disbursement as provided in the preceding

paragraphs of this Section or Section 2.05(h) or (ii) in the case of any other amount, 2.00% plus the rate applicable to Revolving Loans that are ABR Loans as provided in paragraph (a) of this Section; provided that no amount shall be payable pursuant to this Section 2.13(d) to any Defaulting Lender so long as such Lender is a Defaulting Lender; provided further that no amounts shall accrue pursuant to this Section 2.13(d) on any overdue amount, reimbursement obligation in respect of any LC Disbursement or other amount payable to a Defaulting Lender so long as such Lender is a Defaulting Lender.

(e) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and on the Maturity Date applicable to such Loan or, in the case of any Revolving Loan, upon the termination of the Revolving Credit Commitments of the applicable Class, as applicable; provided that (i) interest accrued pursuant to paragraph (d) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan or Alternative Currency Daily Rate Loan prior to the termination of the relevant revolving Commitments), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurocurrency Rate Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion. Accrued interest for any Class of Additional Loans shall be payable as set forth in the applicable Refinancing Amendment, Incremental Facility Amendment or Extension Amendment.

(f) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest (i) computed for ABR Loans based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year) and (ii) in the case of interest in respect of Loans denominated in Alternate Currencies as to which market practice differs from the foregoing, shall be computed in accordance with such market practice. The applicable Alternate Base Rate, Eurocurrency Rate or Alternative Currency Daily Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. Interest shall accrue on each Loan from the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided that any Loan that is repaid on the same day on which it is made shall bear interest for one day.

(g) Minimum interest payments – Swiss Withholding Tax. The rates of interest provided for in this Agreement are minimum interest rates. When entering into this Agreement, the Parties have assumed that the interest payable at the rates set out in this clause 2.13 or in other Sections of this Agreement, if any, is not and will not become subject to Swiss Withholding Tax. This notwithstanding, if a deduction is required by law in respect of any interest payable by any Swiss Guarantor under a Loan Document and should it be unlawful for any Swiss Guarantor to comply with clause 2.17 for any reason, where this would otherwise be required by the terms of clause 2.17, then (i) the applicable interest rate in relation to that interest payment shall be the interest rate which would have applied to that interest payment as provided for by this clause 2.13 divided by one minus the rate at which the relevant Tax deduction is required to be made under Swiss domestic tax law and/or applicable double taxation treaties (where the rate at which the relevant Tax deduction is required to be made is for this purpose expressed as a fraction of one) and (b) such Swiss Guarantor shall (x) pay the relevant interest at the adjusted rate in accordance with paragraph (i) above and (y) make the deduction on the interest so recalculated, and all references to a rate of interest under the Loan Documents shall be construed accordingly.

(h) For purposes of the *Interest Act* (Canada), whenever any interest or fee under this Agreement or any other Loan Document is calculated using a rate based on a number of days less than a full year, such rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 360, 365 or 366 days, as the case may be, (y)

multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (z) divided by the number of days based on which such rate is calculated. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement or any other Loan Document. The rates of interest stipulated in this Agreement and the other Loan Documents are intended to be nominal rates and not effective rates or yields.

Section 2.14. Alternate Rate of Interest. (a) If at least two Business Days prior to the commencement of any Interest Period for a Eurocurrency Rate Borrowing or prior to the extension of, or conversion to, an Alternative Currency Daily Rate Borrowing:

(b) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Eurocurrency Rate or the Alternative Currency Daily Rate or that the Eurocurrency Rate cannot be determined pursuant to the definition thereof, as applicable, for such Interest Period;

(c) the Administrative Agent is advised by the Required Lenders that the Eurocurrency Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period; or

(d) during a Benchmark Unavailability Period;

then the Administrative Agent shall give notice thereof to the Administrative Borrower and the Lenders by telephone, facsimile or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Administrative Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, with respect to the relevant Benchmark and (y) the applicable Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurocurrency Rate Borrowing or an Alternative Currency Daily Rate Borrowing, as applicable, shall be ineffective; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Eurocurrency Rate Borrowing or an Alternative Currency Daily Rate Borrowing is outstanding on the date of the applicable Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.14 with respect to an Alternative Currency Daily Rate applicable to such Loan, then until (x) the Administrative Agent notifies the Administrative Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, for any Eurocurrency Rate Borrowing or an Alternative Currency Daily Rate Borrowing, (1) any such Loan shall, on the last day of the Interest Period applicable to such Loan bear interest at the Central Bank Rate for the applicable Alternate Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Alternate Currency cannot be determined, any outstanding affected Loans denominated in any Alternate Currency shall, at the Parent Guarantor's election prior to such day: (A) be prepaid by the applicable Borrowers on such day or (B) solely for the purpose of calculating the interest rate applicable to such Loan, such Loan denominated in any Alternate Currency shall be deemed to be a Eurocurrency Rate Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Eurocurrency Rate Loans denominated in Dollars at such time and

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then if a Benchmark Replacement is determined in accordance with clause (2) of the definition of “Benchmark Replacement” with respect to any Alternate Currency for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate or the EURIBO Screen Rate,) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

Section 2.15. Increased Costs.

(a) If any Change in Law:

(i) imposes, modifies or deems applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Eurocurrency Rate or Alternative Currency Daily Rate) or Issuing Bank;

(ii) subjects any Lender or Issuing Bank or the Administrative Agent to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) in respect of its loans, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) imposes on any Lender or Issuing Bank or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Eurocurrency Rate Loans or Alternative Currency Daily Rate Loans made by any Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing is to increase the cost to the relevant Lender of making or maintaining, continuing, converting to any Eurocurrency Rate Loan or Alternative Currency Daily Rate Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or

Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or Issuing Bank hereunder (whether of principal, interest or otherwise) in respect of any Eurocurrency Rate Loan, Alternative Currency Daily Rate Loan or Letter of Credit in an amount deemed by such Lender or Issuing Bank to be material, then, within 30 days after the Parent Guarantor's receipt of the certificate contemplated by paragraph (c) of this Section, the applicable Borrowers will pay to such Lender or Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or Issuing Bank, as applicable, for such additional costs incurred or reduction suffered; provided that the Borrowers shall not be liable for such compensation if (x) the relevant Change in Law occurs on a date prior to the date such Lender becomes a party hereto, (y) such Lender invokes Section 2.20 or (z) in the case of requests for reimbursement under clause (iii) above resulting from a market disruption, (A) the relevant circumstances do not generally affect the banking market or (B) the applicable request has not been made by Lenders constituting Required Lenders.

(b) If any Lender or Issuing Bank determines that any Change in Law regarding liquidity or capital requirements has or would have the effect of reducing the rate of return on such Lender's or Issuing Bank's capital or on the capital of such Lender's or Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law other than due to Taxes (taking into consideration such Lender's or Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy), then within 30 days of receipt by the Parent Guarantor of the certificate contemplated by paragraph (c) of this Section the applicable Borrowers will pay to such Lender or such Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) Any Lender or Issuing Bank requesting compensation under this Section 2.15 shall be required to deliver a certificate to the Parent Guarantor that (i) sets forth the amount or amounts necessary to compensate such Lender or Issuing Bank or its holding company, as applicable, as specified in paragraph (a) or (b) of this Section, (ii) sets forth in reasonable detail the manner in which such amount or amounts were determined and (iii) certifies that such Lender or Issuing Bank is generally charging such amounts to similarly situated borrowers, which certificate shall be conclusive absent manifest error.

(d) Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or Issuing Bank notifies the Parent Guarantor of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Bank's intention to claim compensation therefor; provided, further, that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.16. Break Funding Payments. In the event of (a) the conversion or prepayment of any principal of any Eurocurrency Rate Loan other than on the last day of an Interest Period applicable thereto (whether voluntary, mandatory, automatic, by reason of acceleration or otherwise), (b) the failure to borrow, convert, continue or prepay any Eurocurrency Rate Loan on the date or in the amount specified in any notice delivered pursuant hereto or (c) the assignment of any Eurocurrency Rate Loan of any Lender other than on the last day of the Interest Period applicable thereto as a result of a request by any Borrower pursuant to Section 2.19, then, in any such event, the Borrowers shall compensate each Lender for the

loss, cost and expense incurred by such Lender that is attributable to such event (other than loss of profit). In the case of a Eurocurrency Rate Loan, the loss, cost or expense of any Lender shall be the amount reasonably determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Eurocurrency Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan) over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the applicable currency of a comparable amount and period from other banks in the Eurodollar or applicable interbank market; it being understood that such loss, cost or expense shall in any case exclude any interest rate floor and all administrative, processing or similar fees. Any Lender requesting compensation under this Section 2.16 shall be required to deliver a certificate to the Parent Guarantor (i) setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section, the basis therefor and, in reasonable detail, the manner in which such amount or amounts were determined and (ii) certifying that such Lender is generally charging the relevant amounts to similarly situated borrowers, which certificate shall be conclusive absent manifest error. The applicable Borrowers shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

Section 2.17. Taxes.

(a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable Requirements of Law. If any applicable Requirement of Law requires the deduction or withholding of any Tax from any such payment by any applicable withholding agent, then (i) if such Tax is an Indemnified Tax, the amount payable by the applicable Loan Party shall be increased as necessary so that after required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section 2.17) having been made by the applicable withholding agent, each Lender and each Issuing Bank (as applicable) (or, where the Administrative Agent receives a payment for its own account, the Administrative Agent), receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the applicable withholding agent shall make such deductions or withholdings and (iii) such withholding agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(b) Subject to Section 2.17(l) below, the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Requirements of Law.

(c) Each Loan Party shall indemnify the Administrative Agent, each Lender and each Issuing Bank within 30 days after receipt of the certificate described in the succeeding sentence, for the full amount of any Indemnified Taxes payable or paid by the Administrative Agent, such Lender or Issuing Bank (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section), as applicable, and any reasonable expenses arising therefrom or with respect thereto; provided that if such Loan Party reasonably believes that such Taxes were not correctly or legally asserted, the Administrative Agent or such Lender or Issuing Bank, as applicable, will use reasonable efforts to cooperate with such Loan Party to obtain a refund of such Taxes (which shall be repaid to such Loan Party in accordance with Section 2.17(g)) so long as such efforts would not, in the sole determination of the Administrative Agent or such Lender or Issuing Bank, result in any additional out-of-pocket costs or expenses not reimbursed by such Loan Party or be otherwise materially disadvantageous to the Administrative Agent or such Lender or Issuing Bank, as applicable. In connection with any request for

reimbursement under this Section 2.17(c), the relevant Lender, Issuing Bank or the Administrative Agent, as applicable, shall deliver a certificate to the Parent Guarantor setting forth, in reasonable detail, the basis and calculation of the amount of the relevant payment or liability. Notwithstanding anything to the contrary contained in this Section 2.17(c), no Loan Party shall be required to indemnify the Administrative Agent, any Lender or any Issuing Bank pursuant to this Section 2.17(c) for any incremental interest or penalties resulting from a failure of the Administrative Agent, such Lender or Issuing Bank, as applicable, to notify the Parent Guarantor of the relevant possible indemnification claim within 180 days after the Administrative Agent or such Lender or Issuing Bank receives written notice from the applicable Governmental Authority of the specific tax assessment giving rise to such indemnification claim.

(d) [reserved].

(e) As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment that is reasonably satisfactory to the Administrative Agent.

(f) Status of Lenders and Issuing Banks.

(i) Any Lender and any Issuing Bank that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Parent Guarantor and the Administrative Agent, at the time or times reasonably requested by the Parent Guarantor or the Administrative Agent, such properly completed and executed documentation as the Parent Guarantor or the Administrative Agent may reasonably request to permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender and any Issuing Bank, if reasonably requested by the Parent Guarantor or the Administrative Agent, shall deliver such other documentation prescribed by applicable Requirements of Law or reasonably requested by the Parent Guarantor or the Administrative Agent as will enable the Parent Guarantor or the Administrative Agent to determine whether or not such Lender or Issuing Bank is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in paragraphs (f)(iii)(A), (iii)(B) and (iii)(D) of this Section) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Each Lender and each Issuing Bank hereby authorizes the Administrative Agent to deliver to the Borrowers and to any successor Administrative Agent any documentation provided to the Administrative Agent pursuant to this Section 2.17(f).

(ii) Each Lender and each Issuing Bank agrees that if any documentation it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such documentation or promptly notify the Parent Guarantor and the Administrative Agent in writing of its legal ineligibility to do so.

(iii) Without limiting the generality of the foregoing, in the event that any Borrower is a U.S. Borrower, and in respect to any Lender or Issuing Bank extending a Loan or Commitment to the U.S. Borrower,

(A) any Lender or Issuing Bank that is a U.S. Person (a “**U.S. Lender/Issuing Bank**”) shall deliver to the Parent Guarantor and the Administrative Agent on or about the date on which such U.S. Lender/Issuing Bank becomes a Lender or the Issuing Bank under this Agreement (and from time to time thereafter upon the reasonable request of the Parent Guarantor or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Lender that is not a U.S. Lender/Issuing Bank (a “**Non-U.S. Lender/Issuing Bank**”) shall, to the extent it is legally eligible to do so, deliver to the Parent Guarantor and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Non-U.S. Lender/Issuing Bank becomes a Lender or Issuing Bank under this Agreement (and from time to time thereafter upon the reasonable request of the Parent Guarantor or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Non-U.S. Lender/Issuing Bank claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Non-U.S. Lender/Issuing Bank claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit L-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the U.S. Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a “controlled foreign corporation” related to the U.S. Borrower as described in Section 881(c)(3)(C) of the Code and no payments in connection with the Agreement are effectively connected with such Non-U.S. Lender/Issuing Bank’s conduct of a U.S. trade or business (a “**U.S. Tax Compliance Certificate**”) and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Non-U.S. Lender/Issuing Bank is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit L-2 or Exhibit L-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Non-U.S. Lender/Issuing Bank is a partnership (and not a participating Lender) and one or more direct or indirect partners of such Non-U.S. Lender/Issuing Bank are claiming the portfolio

interest exemption, such Non-U.S. Lender/Issuing Bank may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit L-4 on behalf of each such direct and indirect partner;

(C) any Lender or Issuing Bank shall, to the extent it is legally eligible to do so, deliver to the Parent Guarantor and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Lender or Issuing Bank becomes a Lender or Issuing Bank under this Agreement (and from time to time thereafter upon the reasonable request of the Parent Guarantor or the Administrative Agent), executed copies of any other form prescribed by applicable Requirements of Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Requirements of Law to permit the Parent Guarantor or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender or Issuing Bank under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender or Issuing Bank were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender or Issuing Bank shall deliver to the Parent Guarantor and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Parent Guarantor or the Administrative Agent such documentation prescribed by applicable Requirements of Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Parent Guarantor or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender or Issuing Bank has complied with such Lender's or Issuing Bank's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iv) Notwithstanding anything to the contrary, a Lender or Issuing Bank shall not be required to deliver any documentation under this Section 2.17(f) to the extent it is legally ineligible to deliver such documentation.

(g) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes (whether received in cash or applied by the Governmental Authority granting the refund to offset other Taxes otherwise owed) as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall pay the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by such indemnifying party under this Section 2.17 with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes imposed with respect to such refund) of such indemnified party, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that such indemnifying party, upon the request of the indemnified party, agrees to repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event the indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in

no event will the indemnified party be required to pay any amount to any indemnifying party pursuant to this paragraph (g) to the extent that the payment thereof would place the indemnified party in a less favorable net after-Tax position than the position that the indemnified party would have been in if the Tax subject to indemnification had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require the indemnified party to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the indemnifying party or any other Person.

(h) Without limiting the generality of the foregoing, in the event that any Borrower is a Finnish Borrower, any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except if an exemption from any Tax imposed by Finland on interest payments does not apply. For the avoidance of doubt, if any such Tax is an Indemnified Tax, the obligation to pay the additional amount and to provide indemnity in accordance with paragraphs (a) and (c) above shall apply.

(i) Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, any Lender or Issuing Bank, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(j) For purposes of this Section 2.17, the term "Requirements of Law" includes FATCA.

(k) Notwithstanding anything contrary in this Agreement, a payment made by a French Guarantor shall not be increased as provided in this Section 2.17 if the deduction or withholding of any Tax is due as a result of this payment being made to any Lender, the Administrative Agent or the Issuing Bank being established, incorporated or acting through an office located in a Non-Cooperative Jurisdiction or because this payment is made on an account opened in the name of any Lender, the Administrative Agent or the Issuing Bank in a financial institution situated in a Non-Cooperative Jurisdiction.

(l) The Borrowers shall (or shall procure that the applicable Loan Party will) pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that such Secured Party incurs in relation to all stamp duty, registration, documentary, excise, property transfer and other similar Taxes payable in respect of any Loan Document except (A) for any such Tax payable in respect of an assignment, novation, transfer or sub-participation of a Loan (or part thereof) by that Secured Party unless such assignment, novation, transfer or sub-participation (i) is entered into at the request of a Borrower (or the Parent Guarantor on its behalf) or (ii) occurs following an Event of Default which is continuing, or (B) to the extent that such stamp duty, registration, documentary, excise, property transfer or other similar Tax becomes payable upon a voluntary registration or action made by any Party if such registration or action is not necessary to evidence, prove, maintain, enforce, compel or otherwise assert the rights of such Party or obligations of any Party under any Loan Document.

Section 2.18. Payments Generally; Allocation of Proceeds; Sharing of Payments.

(a) (i) Unless otherwise specified, the Borrowers shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements or of amounts payable under Section 2.15, 2.16 or 2.17 or otherwise) in Dollars (subject to clause (ii) below) prior to 12:00 noon, on the date when due or the date fixed for any prepayment hereunder and (ii) all payments with respect to principal and interest on Loans denominated in an Alternate Currency shall be made in such Alternate Currency not later than the time specified by the Administrative Agent on the

dates specified herein, in each case, in immediately available funds, without set-off (except as otherwise provided in Section 2.17) or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account designated to the Parent Guarantor by the Administrative Agent, except payments to be made directly to the applicable Issuing Bank or the Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 10.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round such Lender's percentage of such Borrowing to the next higher or lower whole dollar amount. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) Subject in all respects to the provisions of any applicable Acceptable Intercreditor Agreement, all proceeds of Collateral received by the Collateral Agent (or its bailee) at any time when an Event of Default exists and all or any portion of the Loans have been accelerated hereunder pursuant to Section 8.01 shall, upon election by the Administrative Agent or at the direction of the Required Lenders, be applied, first, on a pro rata basis, to pay any fees, indemnities or expense reimbursements then due to the Collateral Agent, the Administrative Agent or any Issuing Bank from the Borrowers constituting Loan Document Obligations, second, on a pro rata basis, to pay any fees or expense reimbursements then due to the Lenders from the Borrowers constituting Loan Document Obligations, third, to pay interest due and payable in respect of any Loans, on a pro rata basis, fourth, to prepay principal on the Loans and unreimbursed LC Disbursements, all Banking Services Obligations and all Secured Hedging Obligations on a pro rata basis among the Secured Parties, fifth, to pay an amount to the Administrative Agent equal to 103% of the LC Exposure (minus the amount then on deposit in the LC Collateral Account) on such date, to be held in the LC Collateral Account as Cash collateral for such Loan Document Obligations, on a pro rata basis; provided that if any Letter of Credit expires with no pending drawings, then any Cash collateral held to secure the related LC Exposure shall be applied in accordance with this Section 2.18(b), beginning with clause first above, sixth, to the payment of any other Obligation due to the Administrative Agent, any Lender or any other Secured Party by the Borrowers on a pro rata basis, and seventh, to the Borrowers or as the Parent Guarantor shall direct.

(c) If any Lender obtains payment (whether voluntary, involuntary, through the exercise of any right of set-off or otherwise) in respect of any principal of or interest on any of its Loans of any Class or participations in LC Disbursements or Swingline Loans held by it resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans of such Class and participations in LC Disbursements or Swingline Loans and accrued interest thereon than the proportion received by any other Lender with Loans of such Class and participations in LC Disbursements or Swingline Loans, then the Lender receiving such greater proportion shall purchase (for Cash at face value) participations in the Loans and sub-participations in LC Disbursements or Swingline Loans of other Lenders of such Class at such time outstanding to the extent necessary so that the benefit of all such payments shall be shared by the Lenders of such Class ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans of such Class and participations in LC Disbursements or Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not apply to (x)

any payment made by a Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by any Lender as consideration for the assignment of or sale of a participation in any of its Loans to any permitted assignee or participant, including any payment made or deemed made in connection with Sections 2.22, 2.23, 10.02(c) and/or Section 10.05. Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable Requirements of Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the applicable Borrowers rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrowers in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.18(c) and will, in each case, notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.18(c) shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Loan Document Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Loan Document Obligations purchased.

(d) Unless the Administrative Agent has received notice from a Borrower prior to the date on which any payment is due to the Administrative Agent for the account of any Lender or any Issuing Bank hereunder that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lender or Issuing Bank the amount due. In such event, if such Borrower has not in fact made such payment, then each Lender or the applicable Issuing Bank severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the applicable Overnight Rate (or, with respect to any such amounts denominated in an Alternate Currency, the Administrative Agent's customary rate for interbank advances in such Alternate Currency) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender fails to make any payment required to be made by it pursuant to Section 2.07(b) or Section 2.18(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 2.19. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15 or such Lender determines it can no longer make or maintain Eurocurrency Rate Loans or Alternative Currency Daily Rate Loans pursuant to Section 2.20, or any Loan Party is required to pay any additional amount to or indemnify any Lender, Issuing Bank or any Governmental Authority for the account of any Lender or Issuing Bank pursuant to Section 2.17, then such Lender or Issuing Bank shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or its participation in any Letter of Credit affected by such event, or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender or Issuing Bank, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as applicable, in the future or mitigate the impact of Section 2.20, as the case may be, and (ii) would not subject such Lender or Issuing Bank to any material unreimbursed out-of-pocket cost or expense and would not otherwise be disadvantageous to such Lender or Issuing Bank in any material respect. Each applicable

Borrower hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender or Issuing Bank in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.15 or such Lender determines it can no longer make or maintain Eurocurrency Rate Loans or Alternative Currency Daily Rate Loan pursuant to Section 2.20, (ii) any Loan Party is required to pay any additional amount to or indemnify any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, (iii) any Lender is a Defaulting Lender or (iv) in connection with any proposed amendment, waiver or consent requiring the consent of “each Lender”, “each Revolving Lender” or “each Lender directly affected thereby” (or any other Class or group of Lenders other than the Required Lenders) with respect to which Required Lender or Required Revolving Lender consent (or the consent of Lenders holding loans or commitments of such Class or lesser group representing more than 50% of the sum of the total loans and unused commitments of such Class or lesser group at such time) has been obtained, as applicable, any Lender is a non-consenting Lender (each such Lender, a “**Non-Consenting Lender**”), then any applicable Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, (x) terminate the applicable Commitments and/or Additional Commitments of such Lender, and procure the repayment of all Loan Document Obligations of such Borrower owing to such Lender relating to the applicable Loans and participations held by such Lender as of such termination date under one or more Credit Facilities or Additional Credit Facilities as such Borrower may elect or (y) replace such Lender by requiring such Lender to assign and delegate (and such Lender shall be obligated to assign and delegate), without recourse (in accordance with and subject to the restrictions contained in Section 10.05), all of its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which Eligible Assignee may be another Lender, if any Lender accepts such assignment); provided that (A) such Lender shall have received payment of an amount equal to the outstanding principal amount of its Loans and, if applicable, participations in LC Disbursements and Swingline Loans, in each case of such Class of Loans, Commitments and/or Additional Commitments, accrued interest thereon, accrued fees and all other amounts payable to it hereunder with respect to such Class of Loans, Commitments and/or Additional Commitments, (B) in the case of any assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments and (C) such assignment does not conflict with applicable law. No action by or consent of a Defaulting Lender or a Non-Consenting Lender shall be necessary in connection with such assignment, which shall be immediately and automatically effective upon payment of the amounts described in clause (A) of the immediately preceding sentence. No Lender (other than a Defaulting Lender) shall be required to make any such assignment and delegation, and a Borrower may not repay the Loan Document Obligations of such Lender and a Borrower may not terminate its Commitments or Additional Commitments, if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling a Borrower to require such assignment and delegation cease to apply. Each Lender agrees that if it is replaced pursuant to this Section 2.19, it shall execute and deliver to the Administrative Agent an Assignment and Assumption to evidence such sale and purchase and shall deliver to the Administrative Agent any Promissory Note (if the assigning Lender’s Loans are evidenced by one or more Promissory Notes) subject to such Assignment and Assumption (provided that the failure of any Lender replaced pursuant to this Section 2.19 to execute an Assignment and Assumption or deliver any such Promissory Note shall not render such sale and purchase (and the corresponding assignment) invalid), such assignment shall be recorded in the Register and any such Promissory Note shall be deemed cancelled. Each Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Lender’s attorney-in-fact, with full authority in the place and stead of such Lender and in the name of such Lender, from time to time in the Administrative Agent’s discretion, with prior written notice to such Lender, to take any action and to execute any such Assignment and Assumption or other instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this clause (b).
To

the extent that any Lender is replaced pursuant to Section 2.19(b)(iv) in connection with a Repricing Transaction requiring payment of a fee pursuant to Section 2.12(f), the applicable Borrower shall pay to each Lender being replaced as a result of such Repricing Transaction the fee set forth in Section 2.12(f).

Section 2.20. [Reserved].

Section 2.21. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) Commitment Fees shall cease to accrue on the otherwise applicable portion of any Commitment of such Defaulting Lender pursuant to Section 2.12(a) and, subject to clause (d)(iv) below, on the participation of such Defaulting Lender in Letters of Credit pursuant to Section 2.12(b) and pursuant to any other provisions of this Agreement or other Loan Document.

(b) The Commitments, Loans and LC Exposure of such Defaulting Lender shall not be included in determining whether all Lenders, each affected Lender, the Required Lenders, the Required Revolving Lenders or such other number of Lenders as may be required hereby or under any other Loan Document have taken or may take any action hereunder (including any consent to any waiver, amendment or modification pursuant to Section 10.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender disproportionately and adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

(c) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of any Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 2.11, Section 2.15, Section 2.16, Section 2.17, Section 2.18, Article 8, Section 10.05 or otherwise, and including any amounts made available to the Administrative Agent by such Defaulting Lender pursuant to Section 10.09), shall be applied at such time or times as may be determined by the Administrative Agent and, where relevant, the Borrowers as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Collateral Agent and the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any applicable Issuing Bank and/or Swingline Lender hereunder; third, if so reasonably determined by the Administrative Agent or reasonably requested by the applicable Issuing Bank, to be held as Cash collateral for future funding obligations of such Defaulting Lender in respect of any participation in any Letter of Credit; fourth, so long as no Default or Event of Default exists, as the Parent Guarantor may request, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement; fifth, if so determined by the Administrative Agent or the Parent Guarantor, to be held in a deposit account and released in order to satisfy obligations of such Defaulting Lender to fund Loans under this Agreement; sixth, to the payment of any amounts owing to the non-Defaulting Lenders, Issuing Banks or Swingline Lenders as a result of any judgment of a court of competent jurisdiction obtained by any non-Defaulting Lender, any Issuing Bank or the Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by any Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loan or LC Exposure in respect of which such Defaulting Lender has not fully funded its appropriate share and (y) such Loan or LC Exposure was made or created, as applicable, at a time when the conditions set forth in Section 4.02 were satisfied or waived,

such payment shall be applied solely to pay the Loans of, and LC Exposure owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LC Exposure owed to, such Defaulting Lender. Any payments, prepayments or other amounts paid or payable to any Defaulting Lender that are applied (or held) to pay amounts owed by any Defaulting Lender or to post Cash collateral pursuant to this Section 2.21(c) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(d) If any Swingline Loans or LC Exposure exists at the time any Revolving Lender becomes a Defaulting Lender then:

(i) all or any part of such Swingline Loans and LC Exposure shall be reallocated among the non-Defaulting Revolving Lenders in accordance with their respective Applicable Percentages but only to the extent (i) the sum of all non-Defaulting Lenders' Revolving Credit Exposures does not exceed the total of all non-Defaulting Revolving Lenders' Revolving Credit Commitments and (ii) such reallocation does not, as to any non-Defaulting Lender, cause such non-Defaulting Lender's Revolving Credit Exposure to exceed its Commitment; provided that, subject to Section 10.23, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from such Lender having become a Defaulting Lender, including any claim of a non-Defaulting Lender as a result of such non-Defaulting Lender's increased exposure following such reallocation;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the applicable Borrowers shall, without prejudice to any other right or remedy available to it hereunder or under applicable Requirements of Law, within two Business Days following notice by the Administrative Agent, Cash collateralize 103% of such Defaulting Lender's LC Exposure and any obligations of such Defaulting Lender to fund participations in any Swingline Loan (after giving effect to any partial reallocation pursuant to paragraph (i) above and any Cash collateral provided by such Defaulting Lender or pursuant to Section 2.21(c) above) or make other arrangements reasonably satisfactory to the Administrative Agent and to the applicable Issuing Bank and/or Swingline Lender with respect to such LC Exposure and/or Swingline Loans and obligations to fund participations. Cash collateral (or the appropriate portion thereof) provided to reduce LC Exposure or other obligations shall be released promptly following (A) the elimination of the applicable LC Exposure or other obligations giving rise thereto (including by the termination of the Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 2.19)) or (B) the Administrative Agent's good faith determination that there exists excess Cash collateral (including as a result of any subsequent reallocation of Swingline Loans and LC Exposure among non-Defaulting Lenders described in clause (i) above);

(iii) (A) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to this Section 2.21(d), then the fees payable to the Revolving Lenders pursuant to Section 2.12(a) and (b), as the case may be, shall be adjusted to give effect to such reallocation and (B) if the LC Exposure of any Defaulting Lender is Cash collateralized pursuant to this Section 2.21(d), then, without prejudice to any rights or remedies of the applicable Issuing Bank, any Lender or any Borrower hereunder, no letter of credit fees shall be payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure; and

(iv) if any Defaulting Lender's LC Exposure is not Cash collateralized, prepaid or reallocated pursuant to this Section 2.21(d), then, without prejudice to any rights or remedies of the applicable Issuing Bank or any Revolving Lender hereunder, all letter of credit fees payable

under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the applicable Issuing Bank until such Defaulting Lender's LC Exposure is Cash collateralized or reallocated.

(e) So long as any Revolving Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loan, and no Issuing Bank shall be required to issue, extend, amend or increase any Letter of Credit unless it is reasonably satisfied that the related exposure will be 100% covered by the Revolving Credit Commitments of the non-Defaulting Lenders, Cash collateral provided pursuant to Section 2.21(c) and/or Cash collateral provided by the Borrower in accordance with Section 2.21(d), and participating interests in any such or newly issued or extended Letter of Credit or newly made Swingline Loan shall be allocated among non-Defaulting Revolving Lenders in a manner consistent with Section 2.21(d)(i) (it being understood that Defaulting Lenders shall not participate therein).

(f) In the event that the Administrative Agent and the Parent Guarantor agree that any Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Applicable Percentage of Swingline Loans and LC Exposure of the Revolving Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Credit Commitment, and on such date such Revolving Lender shall purchase at par such of the Revolving Loans of the other Revolving Lenders (other than Swingline Loans) or participations in Revolving Loans as the Administrative Agent shall determine as are necessary in order for such Revolving Lender to hold such Revolving Loans or participations in accordance with its Applicable Percentage of the applicable Class. Notwithstanding the fact that any Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, (x) no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the applicable Borrowers while such Lender was a Defaulting Lender and (y) except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

Section 2.22. Incremental Credit Extensions.

(a) The Borrowers (or Subsidiary Guarantors that will become Borrowers) may, at any time, on one or more occasions pursuant to an Incremental Facility Amendment (i) add one or more new Classes of term facilities and/or increase the principal amount of the Term Loans of any existing Class by requesting new term loan commitments to be added to such Loans (any such new Class or increase, an **"Incremental Term Facility"** and any loans made pursuant to an Incremental Term Facility, **"Incremental Term Loans"**) and/or (ii) add one or more new Classes of revolving commitments and/or increase the aggregate amount of the Revolving Credit Commitments of any existing Class (any such new Class or increase, an **"Incremental Revolving Facility"** and, together with any Incremental Term Facility, **"Incremental Facilities"**, or either or any thereof, an **"Incremental Facility"**; and the loans thereunder, **"Incremental Revolving Loans"** and, together with any Incremental Term Loans, **"Incremental Loans"**) in an aggregate outstanding principal amount not to exceed the Incremental Cap; provided that:

(i) no Incremental Commitment in respect of any Incremental Term Facility may be in an amount that is less than \$5,000,000 (or such lesser amount to which the Administrative Agent may reasonably agree),

(ii) except as separately agreed from time to time between a Borrower and any Lender, no Lender shall be obligated to provide any Incremental Commitment, and the determination to provide such commitments shall be within the sole and absolute discretion of

such Lender (it being agreed that no Borrower shall be obligated to offer the opportunity to any Lender to participate in any Incremental Facility),

(iii) no Incremental Facility or Incremental Loan (nor the creation, provision or implementation thereof) shall require the approval of any existing Lender other than in its capacity, if any, as a lender providing all or part of such Incremental Facility or Incremental Loan,

(iv) any such Incremental Revolving Facility shall either (A) be subject to the same terms and conditions as any then-existing Revolving Facility (and be deemed added to, and made a part of, such Revolving Facility) (it being understood that, if required to consummate an Incremental Revolving Facility, the applicable Borrowers may increase the pricing, interest rate margins, rate floors and undrawn fees on the applicable Revolving Facility being increased for all lenders under such Revolving Facility, but additional upfront or similar fees may be payable to the lenders participating in such Incremental Revolving Facility without any requirement to pay such amounts to any existing Revolving Lenders) or (B) mature no earlier than, and require no scheduled mandatory commitment reduction prior to, the Initial Revolving Credit Maturity Date and all other material terms (other than pricing, maturity, upfront, arrangement, structuring, underwriting, ticking, consent, amendment and other fees, participation in mandatory prepayments or commitment reductions and immaterial terms, which shall be determined by the applicable Borrowers) shall be as agreed between the applicable Borrowers and the lenders providing such Incremental Revolving Facility and reasonably satisfactory to the Administrative Agent (it being understood that if any financial maintenance covenant or other more favorable provision is added for the benefit of any Incremental Revolving Facility, no consent shall be required from the Administrative Agent or any Lender to the extent that such financial maintenance covenant or other provision is (1) also added for the benefit of any then-existing Revolving Facility or (2) only applicable after the applicable Latest Revolving Loan Maturity Date),

(v) the Effective Yield (and the components thereof) applicable to any Incremental Facility may be determined by the applicable Borrowers and the lender or lenders providing such Incremental Facility; provided that, in the case of any Incremental Term Facility (with respect to the Initial USD Term Loans, that is U.S. dollar denominated, and with respect to the Initial EUR Term Loans, that is Euro denominated) that is secured on a pari passu basis with the Initial Term Loans, the Effective Yield applicable thereto may not be more than 0.50% higher than the Effective Yield applicable to the Initial Term Loans unless the Applicable Rate (and/or, as provided in the proviso below, the Alternate Base Rate floor or Eurocurrency Rate floor) with respect to the Initial Term Loans is adjusted such that the Effective Yield on the Initial Term Loans is not more than 0.50% per annum less than the Effective Yield with respect to such Incremental Facility (this proviso, the “**MFN Provision**”); provided, further, that any increase in Effective Yield applicable to any Initial Term Loan due to the application or imposition of an Alternate Base Rate floor or Eurocurrency Rate floor on any Incremental Term Loan may, at the election of the Parent Guarantor, be effected through an increase in (or implementation of, as applicable) any Alternate Base Rate floor or Eurocurrency Rate floor applicable to such Initial Term Loans or an increase in the interest rate margin applicable to such Incremental Loans; provided, further, that the MFN Provision shall not apply to (1) Incremental Term Facilities having an aggregate initial principal amount not exceeding the greater of (x) \$540,000,000 and (y) 100% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period, (2) any Incremental Term Facility scheduled to mature on or after the date that is one year after the Initial Term Loan Maturity Date, (3) any Incremental Term Facility incurred more than

12 months after the Closing Date, (4) any Incremental Term Facility incurred in connection with a Permitted Acquisition or other similar Investment permitted hereby, (5) Customary Term A Loans and (6) customary bridge loans with a maturity date of no longer than one year that are convertible or exchangeable into, or are intended to be refinanced with, any Indebtedness other than term loans (with respect to the Initial USD Term Loans, that are U.S. dollar denominated, and with respect to the Initial EUR Term Loans, that are Euro denominated) that are pari passu with the Initial Term Loans in right of payment and with respect to security,

(vi) subject to the Permitted Earlier Maturity Indebtedness Exception, the final maturity date with respect to any Incremental Term Loans shall be no earlier than the Initial Term Loan Maturity Date at the time of the incurrence thereof; provided, that the foregoing limitation shall not apply to (A) customary bridge loans to finance Permitted Acquisitions or similar Investments so long as either (x) such bridge loans provide for the automatic exchange or conversion into indebtedness meeting the requirements set forth below in this clause (vi) or (y) are intended to be refinanced with qualified equity or indebtedness meeting the requirements set forth below in this clause (vi) and (B) Customary Term A Loans,

(vii) subject to the Permitted Earlier Maturity Indebtedness Exception, the Weighted Average Life to Maturity of any Incremental Term Facility shall be no shorter than the remaining Weighted Average Life to Maturity of the Initial Term Loans; provided, that the foregoing limitation shall not apply to (A) customary bridge loans to finance Permitted Acquisitions or similar Investments so long as either (x) such bridge loans provide for the automatic exchange or conversion into indebtedness meeting the requirements set forth below in this clause (vii) or (y) are intended to be refinanced with qualified equity or indebtedness meeting the requirements set forth below in this clause (vii) and (B) Customary Term A Loans,

(viii) subject to clauses (vi) and (vii) above, any Incremental Term Facility may otherwise have an amortization schedule as determined by the applicable Borrowers and the lenders providing such Incremental Term Facility,

(ix) subject to clause (v) above, to the extent applicable, any fees payable in connection with any Incremental Facility shall be determined by applicable Borrowers and the arrangers and/or lenders providing such Incremental Facility,

(x) (A) each Incremental Facility shall rank pari passu with the Initial Term Loans (in the case of any Incremental Term Facility) and pari passu with the Initial Revolving Loans (in the case of Incremental Revolving Loans), in each case in right of payment and, if secured, security and (B) no Incremental Facility may be (x) guaranteed by any Person which is not a Loan Party or (y) secured by Liens on any assets other than the Collateral,

(xi) any Incremental Term Facility may provide for the ability to participate (A) on a pro rata basis or non-pro rata basis in any voluntary prepayment of Term Loans made pursuant to Section 2.11(a) and (B) on a pro rata or less than pro rata basis (but not on a greater than pro rata basis, other than in the case of prepayment with proceeds of Indebtedness refinancing such Incremental Term Loans) in any mandatory prepayment of Term Loans required pursuant to Section 2.11(b),

(xii) no Event of Default shall exist immediately prior to or after giving effect to the effectiveness of such Incremental Facility (except in connection with any acquisition or other Investment or irrevocable repayment or redemption of Indebtedness, where no such Specified

Event of Default shall exist at the time as elected by the Parent Guarantor pursuant to Section 1.04(e)),

(xiii) except as otherwise required or permitted in clauses (iv) through (xi) above, all other terms of any Incremental Term Facility shall be as agreed between the applicable Borrowers and the lenders providing such Incremental Term Facility,

(xiv) the proceeds of any Incremental Facility may be used for working capital, Capital Expenditures and other general corporate purposes of the Parent Guarantor and its subsidiaries (including permitted Restricted Payments, Investments, Permitted Acquisitions, Restricted Debt Payments and any other purpose not prohibited by the terms of the Loan Documents), and

(xv) on the date of the making of any Incremental Term Loans that will be added to any Class of then existing Term Loans, and notwithstanding anything to the contrary set forth in Sections 2.08 or 2.13, such Incremental Term Loans shall be added to (and constitute a part of, be of the same Type as and, at the election of the Parent Guarantor, have the same Interest Period as) each Borrowing of outstanding Term Loans of such Class on a pro rata basis (based on the relative sizes of such Borrowings), so that each Term Lender providing such Incremental Term Loans will participate proportionately in each then-outstanding Borrowing of Term Loans of such Class; it being acknowledged that the application of this clause may result in new Incremental Term Loans having Interest Periods (the duration of which may be less than one month) that begin during an Interest Period then applicable to outstanding Eurocurrency Rate Loans of the relevant Class and which end on the last day of such Interest Period.

(b) Incremental Commitments may be provided by any existing Lender or by any other Eligible Assignee (any such other Eligible Assignee being called an “**Additional Lender**”); provided that the Administrative Agent (and, in the case of any Incremental Revolving Facility, the Swingline Lender and any Issuing Bank) shall have consented (such consent not to be unreasonably withheld, conditioned or delayed) to the relevant Additional Lender’s provision of Incremental Commitments if such consent would be required under Section 10.05(b) for an assignment of Loans to such Additional Lender; provided further, that any Additional Lender that is an Affiliated Lender shall be subject to the provisions of Section 10.05(g), mutatis mutandis, to the same extent as if the relevant Incremental Commitments and related Loan Document Obligations had been obtained by such Lender by way of assignment.

(c) Each Lender or Additional Lender providing a portion of any Incremental Commitment shall execute and deliver to the Administrative Agent and the Parent Guarantor all such documentation (including the relevant Incremental Facility Amendment) as may be reasonably required by the Administrative Agent to evidence and effectuate such Incremental Commitment. On the effective date of such Incremental Commitment, each Additional Lender shall become a Lender for all purposes in connection with this Agreement.

(d) As a condition precedent to the effectiveness of any Incremental Facility or the making of any Incremental Loans, (i) upon its request, the Administrative Agent shall have received customary written opinions of counsel, as well as such reaffirmation agreements, supplements and/or amendments as it shall reasonably require, (ii) the Administrative Agent shall have received, from each Additional Lender, an administrative questionnaire in the form provided to such Additional Lender by the Administrative Agent (the “**Administrative Questionnaire**”) and such other documents as it shall reasonably require from such Additional Lender, (iii) the Administrative Agent and applicable Additional Lenders shall have received all fees required to be paid in respect of such Incremental Facility or

Incremental Loans and (iv) upon its request, the Administrative Agent shall have received a certificate of Parent Guarantor signed by a Responsible Officer thereof:

(A) certifying and attaching a copy of the resolutions adopted by the governing body of the applicable Borrowers approving or consenting to such Incremental Facility or Incremental Loans, and

(B) to the extent applicable, certifying that the condition set forth in clause (a)(xii) above has been satisfied.

(c) Upon the implementation of any Incremental Revolving Facility pursuant to this Section 2.22:

(i) if such Incremental Revolving Facility establishes Revolving Credit Commitments of the same Class as any then-existing Class of Revolving Credit Commitments, (i) each Revolving Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each relevant Incremental Revolving Facility Lender, and each relevant Incremental Revolving Facility Lender will automatically and without further act be deemed to have assumed a portion of such Revolving Lender's participations hereunder in outstanding Letters of Credit and Swingline Loans such that, after giving effect to each deemed assignment and assumption of participations, all of the Revolving Lenders' (including each Incremental Revolving Facility Lender's) (A) participations hereunder in Letters of Credit and (B) participations hereunder in Swingline Loans shall be held on a pro rata basis on the basis of their respective Revolving Credit Commitments (after giving effect to any increase in the Revolving Credit Commitment pursuant to this Section 2.22) and (ii) the existing Revolving Lenders of the applicable Class shall assign Revolving Loans to certain other Revolving Lenders of such Class (including the Revolving Lenders providing the relevant Incremental Revolving Facility), and such other Revolving Lenders (including the Revolving Lenders providing the relevant Incremental Revolving Facility) shall purchase such Revolving Loans, in each case to the extent necessary so that all of the Revolving Lenders of such Class participate in each outstanding borrowing of Revolving Loans pro rata on the basis of their respective Revolving Credit Commitments of such Class (after giving effect to any increase in the Revolving Credit Commitment pursuant to this Section 2.22); it being understood and agreed that the minimum borrowing, pro rata borrowing and pro rata payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to this clause (i); and

(ii) if such Incremental Revolving Facility establishes Revolving Credit Commitments of a new Class, (1) the borrowing and repayment (except for (A) payments of interest and fees at different rates on any Revolving Facility, (B) repayments required upon the Maturity Date of any Revolving Facility and (C) repayments made in connection with any permanent repayment and termination of any Revolving Credit Commitments (subject to clause (3) below)) of Incremental Revolving Loans after the effective date of such Incremental Revolving Facility Commitments shall be made on a pro rata basis with any then-existing Revolving Facility, (2) all swingline loans and/or letters of credit made or issued, as applicable, under such Incremental Revolving Facility shall be participated on a pro rata basis by all Revolving Lenders and (3) any permanent repayment of Revolving Loans with respect to, and reduction or termination of Revolving Credit Commitments under, any Revolving Facility after the effective date of any Incremental Revolving Facility shall be made on a pro rata basis or less than pro rata basis with all other Revolving Facilities, except that the applicable Borrowers shall be permitted to permanently repay Revolving Loans and terminate Revolving Credit

Commitments of any Revolving Facility on a greater than pro rata basis (I) as compared to any other Revolving Facilities with a later Maturity Date than such Revolving Facility or (II) to the extent refinanced or replaced with a Replacement Revolving Facility or Replacement Debt.

(f) On the date of effectiveness of any Incremental Revolving Facility, the maximum amount of LC Exposure and/or Swingline Loans, as applicable, permitted hereunder shall increase by an amount, if any, agreed upon by the Administrative Agent, the Parent Guarantor and the relevant Issuing Bank and/or the Swingline Lender, as applicable.

(g) The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Incremental Facility Amendment and/or any amendment to any other Loan Document with any Borrower as may be necessary in order to establish new or any increase in any Classes or sub-Classes in respect of Loans or commitments pursuant to this Section 2.22 (including, for instance, to increase the amortization of any existing Class of Term Loans (or to provide for any existing Class of Term Loans to have (or to again have) amortization) in order to have such existing Class of Term Loans be “fungible” with any Incremental Term Facility that is to be added to such Loans) and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Parent Guarantor in connection with the establishment or increase, as applicable, of such Classes or sub-Classes, in each case on terms consistent with this Section 2.22 (including with respect to the appointment of a Subsidiary Guarantor as a Borrower in respect of such Incremental Facility).

(h) Notwithstanding anything to the contrary in this Section 2.22 (including Section 2.22(d)) or in any other provision of any Loan Document, if the proceeds of any Incremental Facility are intended to be applied to finance an acquisition or other Investment and the lenders providing such Incremental Facility so agree, the availability thereof shall be subject to customary “SunGard” or “certain funds” conditionality (including the making and accuracy of customary specified representations in connection with such acquisition or other Investment).

(i) This Section 2.22 shall supersede any provision in Section 2.18 or 10.02 to the contrary.

Section 2.23. Extensions of Loans and Revolving Credit Commitments.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an “**Extension Offer**”) made from time to time by the applicable Borrowers to all Lenders holding Loans of any Class or Commitments of any Class, in each case on a pro rata basis to the Lenders in such Class (based on the aggregate outstanding principal amount of the respective Loans or Commitments of such Class) and on the same terms to each such Lender, the applicable Borrowers are hereby permitted from time to time to consummate transactions with any individual Lender who accepts the terms contained in the relevant Extension Offer to extend the Maturity Date of all or a portion of such Lender’s Loans and/or Commitments of such Class and otherwise modify the terms of all or a portion of such Loans and/or Commitments pursuant to the terms of the relevant Extension Offer (including by increasing the interest rate or fees payable in respect of such Loans and/or Commitments (and related outstandings) and/or modifying the amortization schedule, if any, in respect of such Loans) (each, an “**Extension**”); it being understood that (x) any Extended Term Loans shall constitute a separate Class of Loans from the Class of Loans from which they were converted and any Extended Revolving Credit Commitments shall constitute a separate Class of Revolving Credit Commitments from the Class of Revolving Credit Commitments from which they were converted and (y) no Lender shall have any obligation to accept any applicable Extension Offer, so long as the following terms are satisfied:

(i) except as to (x) interest rates, fees and final maturity (which shall, subject to clause (iii)(y) below, be determined by the applicable Borrowers and set forth in the relevant Extension Offer), (y) terms applicable to such Extended Revolving Credit Commitments or Extended Revolving Loans that are more favorable to the lenders or the agent of such Extended Revolving Credit Commitments or Extended Revolving Loans than those contained in the Loan Documents and are then conformed (or added) to the Loan Documents on or prior to the effectiveness of such Extension for the benefit of the Revolving Lenders or, as applicable, the Administrative Agent pursuant to the applicable Extension Amendment and (z) any terms or other provisions applicable only to periods after the Latest Revolving Loan Maturity Date (in each case, as of the date of such Extension), the commitment of any Revolving Lender that agrees to an Extension (an “**Extended Revolving Credit Commitment**”; and the Loans thereunder, “**Extended Revolving Loans**”), and the related outstandings, shall be a revolving commitment (or related outstandings, as the case may be) with substantially consistent terms (or terms not less favorable to existing Revolving Lenders) as the Class of Revolving Credit Commitments subject to the relevant Extension Offer (and related outstandings) provided hereunder; provided that to the extent more than one Revolving Facility exists after giving effect to any such Extension, (1) the borrowing and repayment (except for (A) payments of interest and fees at different rates on any Revolving Facility (and related outstandings), (B) repayments required upon the Maturity Date of any Revolving Facility and (C) repayments made in connection with any permanent repayment and termination of any Revolving Credit Commitments (subject to clause (3) below)) of Extended Revolving Loans after the effective date of such Extended Revolving Credit Commitments shall be made on a pro rata basis with all other Revolving Facilities, (2) all swingline loans and/or letters of credit made or issued, as applicable, under any Extended Revolving Credit Commitment shall be participated on a pro rata basis by all Revolving Lenders of the applicable Class and (3) any permanent repayment of Revolving Loans with respect to, and reduction or termination of Revolving Credit Commitments under, any Revolving Facility after the effective date of such Extended Revolving Credit Commitments shall be made on a pro rata basis or less than pro rata basis with all other Revolving Facilities, except that the applicable Borrowers shall be permitted to permanently repay Revolving Loans and terminate Revolving Credit Commitments of any Revolving Facility on a greater than pro rata basis (I) as compared to any other Revolving Facilities with a later Maturity Date than such Revolving Facility or (II) to the extent refinanced or replaced with a Replacement Revolving Facility or Replacement Debt;

(ii) except as to (x) interest rates, fees, amortization, final maturity date, premiums, required prepayment dates and participation in prepayments (which shall, subject to immediately succeeding clauses (iii)(x), (iv) and (v), be determined by the applicable Borrowers and set forth in the relevant Extension Offer), (y) terms applicable to such Extended Term Loans that are more favorable to the lenders or the agent of such Extended Term Loans than those contained in the Loan Documents and are then conformed (or added) to the Loan Documents on or prior to the effectiveness of such Extension for the benefit of the Term Lenders or, as applicable, the Administrative Agent pursuant to the applicable Extension Amendment and (z) any terms or other provisions applicable only to periods after the Latest Term Loan Maturity Date (in each case, as of the date of such Extension), the Term Loans of any Lender extended pursuant to any Extension (any such extended Term Loans, the “**Extended Term Loans**”) shall have substantially consistent terms (or terms not less favorable to existing Lenders) as the tranche of Term Loans subject to the relevant Extension Offer;

(iii) (x) the final maturity date of any Extended Term Loans shall be no earlier than the then applicable Latest Term Loan Maturity Date at the time of extension and (y) no Extended Revolving Credit Commitments or Extended Revolving Loans shall have a final maturity date

earlier than (or require commitment reductions prior to) the then applicable Latest Revolving Loan Maturity Date;

(iv) the Weighted Average Life to Maturity of any Extended Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of any then-existing Term Loans;

(v) subject to clauses (iii) and (iv) above, any Extended Term Loans may otherwise have an amortization schedule as determined by the applicable Borrowers and the Lenders providing such Extended Term Loans;

(vi) any Extended Term Loans may provide for the ability to participate (A) on a pro rata basis or non-pro rata basis in any voluntary prepayment of Term Loans made pursuant to Section 2.11(a) and (B) on a pro rata or less than pro rata basis (but not on a greater than pro rata basis other than in the case of prepayment with proceeds of Indebtedness refinancing such Extended Term Loans) in any mandatory prepayment of Term Loans required pursuant to Section 2.11(b);

(vii) if the aggregate principal amount of Loans or commitments, as the case may be, in respect of which Lenders shall have accepted the relevant Extension Offer exceeds the maximum aggregate principal amount of Loans or commitments, as the case may be, offered to be extended by the applicable Borrowers pursuant to such Extension Offer, then the Loans or commitments, as the case may be, of such Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) held by Lenders that have accepted such Extension Offer;

(viii) unless the Administrative Agent otherwise agrees, each Extension shall be in a minimum amount of \$5,000,000;

(ix) any applicable Minimum Extension Condition shall be satisfied or waived by the Parent Guarantor; and

(x) all documentation in respect of such Extension shall be consistent with the foregoing.

(b) With respect to any Extension consummated pursuant to this Section 2.23, (i) no such Extension shall constitute a voluntary or mandatory prepayment for purposes of Section 2.11, (ii) the scheduled amortization payments (in so far as such schedule affects payments due to Lenders participating in the relevant Class) set forth in Section 2.10 shall be adjusted to give effect to such Extension of the relevant Class and (iii) except as set forth in clause (a)(viii) above, no Extension Offer is required to be in any minimum amount or any minimum increment; provided that the Parent Guarantor may, at its election, specify as a condition (a “**Minimum Extension Condition**”) to consummating such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Parent Guarantor’s sole discretion and which may be waived by the Parent Guarantor in its sole discretion) of Loans or commitments (as applicable) of any or all applicable Classes be tendered. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section 2.23 (including, for the avoidance of doubt, any payment of any interest, fees or premium in respect of any tranche of Extended Term Loans and/or Extended Revolving Credit Commitments on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including Sections 2.10, 2.11 or 2.18) or any other Loan Document that may otherwise prohibit any Extension or any other transaction contemplated by this Section.

(c) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than (A) the consent of each Lender agreeing to such Extension with respect to one or more of its Loans and/or commitments under any Class (or a portion thereof), (B) with respect to any Extension of the Revolving Credit Commitments, the consent of each Issuing Bank to the extent the commitment to provide Letters of Credit is to be extended and (C) with respect to any Extension of the Revolving Credit Commitments, the consent of the Swingline Lender to the extent the swingline facility is to be extended (in each case which consent shall not be unreasonably withheld or delayed). All Extended Term Loans and Extended Revolving Credit Commitments and all obligations in respect thereof shall constitute Obligations under this Agreement and the other Loan Documents that are secured by the Collateral and guaranteed on a pari passu basis with all other Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Extension Amendment and such other amendments to this Agreement and the other Loan Documents with any Borrower as may be necessary in order to establish new Classes or sub-Classes in respect of Loans or commitments so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Parent Guarantor in connection with the establishment of such new Classes or sub-Classes, in each case on terms consistent with this Section 2.23.

(d) In connection with any Extension, the Parent Guarantor shall provide the Administrative Agent at least five Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 2.23.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

On the dates and to the extent required pursuant to Section 4.01 or Section 4.02, as applicable, each Borrower and each other Loan Party hereby represent and warrant to the Lenders that:

Section 3.01. Organization; Powers. The Parent Guarantor and each of its Restricted Subsidiaries (a) is (i) duly organized, incorporated or registered (as applicable) and validly existing and (ii) in good standing (to the extent such concept exists in the relevant jurisdiction) under the laws of its jurisdiction of organization, incorporation or registration (as applicable) (b) has all requisite organizational power and authority to own its property and assets and to carry on its business as now conducted and (c) is qualified to do business in, and is in good standing (to the extent such concept exists in the relevant jurisdiction) in, every jurisdiction where its ownership, lease or operation of properties or conduct of its business requires such qualification; except, in each case referred to in this Section 3.01 (other than clause (a), (i) and (b)), in each case with respect to the Parent Guarantor) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.02. Authorization; Enforceability. The execution, delivery and performance by each Loan Party of each Loan Document to which it is a party are within such Loan Party's corporate or other organizational power and have been duly authorized by all necessary corporate or other organizational action of such Loan Party. Each Loan Document to which any Loan Party is a party has been duly executed and delivered by such Loan Party and is a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to the Legal Reservations.

Section 3.03. Governmental Approvals; No Conflicts. The execution and delivery of each Loan Document by each Loan Party party thereto and the performance by such Loan Party thereof (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect (except to the extent not required to be obtained or made pursuant to the Collateral and Guarantee Requirement), (ii) in connection with the Perfection Requirements and (iii) such consents, approvals, registrations, filings or other actions the failure to obtain or make which would not be reasonably expected to have a Material Adverse Effect, (b) will not violate any (i) of such Loan Party's Organizational Documents or (ii) Requirements of Law applicable to such Loan Party which, in the case of this clause (b)(ii), would reasonably be expected to have a Material Adverse Effect and (c) will not violate or result in a default under any material Contractual Obligation in respect of Indebtedness having an aggregate principal amount exceeding the Threshold Amount to which such Loan Party is a party which, in the case of this clause (c), would reasonably be expected to result in a Material Adverse Effect.

Section 3.04. Financial Condition; No Material Adverse Effect.

(a) After the Closing Date, the financial statements most recently provided pursuant to Section 5.01(a) or (b), as applicable, present fairly, in all material respects, the financial position, results of operations and cash flows of the Parent Guarantor on a consolidated basis as of such dates and for such periods in accordance with IFRS, (x) except as otherwise expressly noted therein, (y) subject, in the case of quarterly financial statements, to the absence of footnotes and normal year-end audit adjustments and (z) except as may be necessary to reflect any differing entity and/or organizational structure prior to giving effect to the Transactions.

(b) Since the Closing Date, there have been no events, developments or circumstances that have had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.05. Properties.

(a) As of the Closing Date, Schedule 3.05 sets forth the address of each Material Real Estate Asset that is owned in fee simple by any Loan Party.

(b) The Parent Guarantor and each of its Restricted Subsidiaries have good and valid fee simple title to or rights to purchase, or valid leasehold interests in, or easements or other limited property interests in, all of their respective Real Estate Assets and have good title to their personal property and assets, in each case material to the business, except (i) for Permitted Liens, (ii) for defects in title that do not materially interfere with their ability to conduct their business as currently conducted or to utilize such properties and assets for their intended purposes, or (iii) where the failure to have such title or interest would not reasonably be expected to have a Material Adverse Effect.

(c) The Parent Guarantor and each of its Restricted Subsidiaries owns or otherwise has a license or right to use all Patents, Trademarks, Copyrights, and other intellectual property rights ("**IP Rights**") necessary for the conduct of its respective business as presently conducted, and, to the knowledge of the Parent Guarantor, neither the Parent Guarantor nor any of the Restricted Subsidiaries is infringing, misappropriating, diluting or otherwise violating the IP Rights of any third party, except to the extent such failure to own or license or have rights to use would not, or where such infringement or violations would not, reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.06. Litigation and Environmental Matters. Except as set forth on Schedule 3.06:

(a) there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Parent Guarantor, threatened in writing against the Parent Guarantor or any of its Restricted Subsidiaries which would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect;

(b) except for any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (i) neither the Parent Guarantor nor any of its Restricted Subsidiaries has received any Environmental Claim nor, to the knowledge of the Parent Guarantor, is any Environmental Claim threatened and (ii) neither the Parent Guarantor nor any of its Restricted Subsidiaries is in violation of any Environmental Law or knows of any basis for any liability under Environmental Laws; and

(c) neither the Parent Guarantor nor any of its Restricted Subsidiaries have treated, stored, transported, Released or disposed of any Hazardous Material at or from any currently or formerly owned, leased or operated real estate or facility in a manner that would reasonably be expected to have a Material Adverse Effect.

Section 3.07. Compliance with Laws. The Parent Guarantor and each of its Restricted Subsidiaries are in compliance with all Requirements of Law applicable to it or its property, except, in each case where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, it being understood and agreed that this Section 3.07 shall not apply to any law specifically referenced in Section 3.17.

Section 3.08. Investment Company Status. No Loan Party is required to be registered as an “investment company” under the Investment Company Act of 1940.

Section 3.09. Taxes. The Parent Guarantor and its Subsidiaries have filed all non-U.S., U.S. federal, state and other tax returns and reports required to be filed, and have paid all foreign, federal, state, provincial and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 3.10. ERISA.

(a) Each Employee Benefit Plan is in compliance with its terms and with ERISA and the Code and all other applicable laws and regulations, except where any failure to comply would not reasonably be expected to result in a Material Adverse Effect.

(b) In the five-year period prior to the date on which this representation is made or deemed made, no ERISA Event has occurred or is reasonably expected to occur that, whether taken individually or together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

Section 3.11. Disclosure.

(a) As of the Closing Date, to the knowledge of the Parent Guarantor, all written factual information (other than the Projections, the Model, other forward-looking or projected information, pro forma information and information of a general economic or general industry nature (including any reports or memoranda prepared by third party consultants)) concerning the Parent Guarantor and its

Restricted Subsidiaries and the Transactions and that was prepared by or on behalf of the Parent Guarantor or its Restricted Subsidiaries or their respective representatives and made available to any Lender or the Administrative Agent in connection with the Transactions on or before the Closing Date (the “**Information**”), when taken as a whole, did not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time).

(b) The Projections have been prepared in good faith based upon assumptions believed by the Parent Guarantor to be reasonable at the time furnished (it being recognized that such Projections are not to be viewed as a guarantee of financial performance or as facts and are subject to significant uncertainties and contingencies many of which are beyond the Parent Guarantor’s control, that no assurance can be given that any particular financial projections (including the Projections) will be realized, that actual results may differ from projected results and that such differences may be material).

(c) As of the Closing Date, the information included in the Beneficial Ownership Certification is true and correct in all material respects.

Section 3.12. Solvency. As of the Closing Date, immediately after the consummation of the Transactions to occur on the Closing Date and the incurrence of indebtedness and obligations on the Closing Date in connection with this Agreement and the Transactions, (i) the sum of the debt (including contingent liabilities) of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, does not exceed the fair value of the assets of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, (ii) the capital of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, contemplated as of the Closing Date and (iii) the Parent Guarantor and its Restricted Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debts (taking into account any refinancing thereof) as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liability meets the criteria for accrual under Statement of Financial Accounting Standards No. 5 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect)).

Section 3.13. Capitalization and Subsidiaries. The Perfection Certificate sets forth, in each case as of the Closing Date, (a) a correct and complete list of the name of each subsidiary of the Parent Guarantor and the ownership interest therein held by the Parent Guarantor or its applicable subsidiaries and (b) the type of entity of the Parent Guarantor and each of their subsidiaries.

Section 3.14. Security Interest in Collateral. Subject to the Legal Reservations and the Perfection Requirements (including, to the extent applicable, the Agreed Security Principles), the provisions, limitations and/or exceptions set forth in this Agreement and/or the other relevant Loan Documents (including any Acceptable Intercreditor Agreement), the Collateral Documents create legal, valid and enforceable Liens on all of the Collateral described therein in favor of the Collateral Agent, for the benefit of itself and the other Secured Parties, and upon the satisfaction of the applicable Perfection Requirements (as limited by the Agreed Security Principles), such Liens constitute perfected Liens (with the priority such Liens are expressed to have within the relevant Collateral Documents) on the Collateral (to the extent such Liens are required to be perfected under the terms of the Loan Documents) securing

the Obligations, in each case as and to the extent set forth therein. For the avoidance of doubt, notwithstanding anything herein or in any other Loan Document to the contrary, neither the Parent Guarantor nor any other Loan Party makes any representation or warranty (other than any representation or warranty expressly made in such Loan Document) as to (A) the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest in any Capital Stock of any Subsidiary, or as to the rights and remedies of the Collateral Agent, the Administrative Agent or any Lender with respect thereto, under foreign Requirements of Law (except any Obligor Jurisdiction), (B) the enforcement of any security interest or right or remedy with respect to any Collateral that may be limited or restricted by, or require any consent, authorization, approval or license under, any Requirement of Law, (C) on the Closing Date and until required pursuant to Section 5.12, as applicable, the pledge or creation of any security interest, or the effects of perfection or non-perfection, the priority or enforceability of any pledge or security interest to the extent the same is not required on the Closing Date pursuant to Section 4.01 or (D) any Excluded Asset.

Section 3.15. Labor Disputes. As of the Closing Date, except as individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes, lockouts or slowdowns against the Parent Guarantor or any of its Restricted Subsidiaries pending or, to the knowledge of the Parent Guarantor or any of its Restricted Subsidiaries, threatened in writing and (b) the hours worked by and payments made to employees of the Parent Guarantor and its Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable federal, state, provincial, local or foreign law dealing with such matters.

Section 3.16. Federal Reserve Regulations. No part of the proceeds of any Loan and no Letter of Credit will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that results in a violation of the provisions of Regulation U and Regulation X.

Section 3.17. USA PATRIOT Act, Sanctions and Anti-Corruption Laws.

(a) (i) Neither the Parent Guarantor, any of its Subsidiaries, any director or officer of any of the Parent Guarantor or any of its Subsidiaries, nor, to the knowledge of the Parent Guarantor, any agent or employee of the Parent Guarantor or any of its Subsidiaries that will act in any capacity in connection with this Agreement, is a Sanctioned Person; and (ii) the Borrowers will not directly or, to their knowledge, indirectly use the proceeds of the Loans or otherwise make available such proceeds to any Sanctioned Person, for the purpose of financing the activities of any Sanctioned Person, or in any Sanctioned Country in each case except to the extent permitted for a Person required to comply with Sanctions or in any manner that would result in the violation of applicable Sanctions by any Person party to this Agreement.

(b) Each Loan Party is in compliance with the USA PATRIOT Act and Sanctions and anti-corruption laws in all material respects (including, for greater certainty, applicable Canadian AML and Sanctions Legislation).

(c) No part of the proceeds of any Loan and no Letter of Credit will be used, directly or, to the knowledge of the Parent Guarantor, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or any other person or entity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010, the *Corruption of Foreign Public Officials Act* (Canada) or any other applicable anti-corruption law.

(d) Notwithstanding anything in this Agreement, nothing in this Agreement shall require any Loan Party or any of its Subsidiaries, or any director, officer, employee, agent or Affiliate of any Loan Party or any of its Subsidiaries to commit an act or omission that contravenes the Foreign Extraterritorial Measures (United States) Order, 1992.

The representations and warranties set forth in this Section made by or on behalf of any Foreign Subsidiary are subject to and limited by any Requirements of Law applicable to such Foreign Subsidiary; it being understood and agreed that to the extent that any Foreign Subsidiary is unable to make any representation or warranty set forth in this Section as a result of the application of this sentence, such Foreign Subsidiary shall be deemed to have represented and warranted that it is in compliance, in all material respects, with any equivalent Requirements of Law relating to anti-corruption or Sanctions that are applicable to such Foreign Subsidiary in its relevant local jurisdiction of organization, incorporation or registration (as applicable).

Section 3.18. Canadian Pension Plans.

(a) Except as could not reasonably be expected to have a Material Adverse Effect, each Canadian Pension Plan is established, registered, amended, funded, invested and administered in compliance with the terms of such Canadian Pension Plan and all applicable laws.

(b) All employer and employee payments, contributions and premiums required to be remitted, paid to or in respect of each Canadian Pension Plan have been timely made in accordance with its terms and all applicable laws, save for immaterial amounts which are made no later than 30 days after the date on which they were due.

(c) No Canadian Defined Benefit Plan Termination Events have occurred that individually or in the aggregate, would result in any Loan Party owing an amount that could reasonably be expected to have a Material Adverse Effect.

(d) None of the Canadian Pension Plans is a Canadian Defined Benefit Plan.

ARTICLE 4
CONDITIONS

Section 4.01. Closing Date. The obligations of (i) each Lender to make Loans and (ii) any Issuing Bank to issue Letters of Credit shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 10.02):

(a) Credit Agreement and Loan Documents. The Administrative Agent (or its counsel) shall have received from each Loan Party party thereto (i) a counterpart signed by each such Loan Party (or written evidence reasonably satisfactory to the Administrative Agent (which may include a copy transmitted by facsimile or other electronic method) that such party has signed a counterpart) of (A) this Agreement, (B) each Closing Date Collateral Document, (C) the Loan Guaranty (subject to Section 5.17) and (D) any Promissory Note requested by a Lender at least three Business Days prior to the Closing Date and (ii) a Borrowing Request as required by Section 2.03.

(b) Legal Opinions. The Administrative Agent (or its counsel) shall have received, on behalf of the Administrative Agent, the Lenders and each Issuing Bank on the Closing Date, a customary written opinion of (i) Davis Polk & Wardwell LLP, in its capacity as special New York counsel to the Loan Parties, (ii) Morris, Nichols, Arsht & Tunnell LLP in its capacity as special Delaware counsel to the Loan

Parties, (iii) (x) Schönherr Rechtsanwälte GmbH, in its capacity as special Austria counsel to the Parent Guarantor, and (y) BINDER GRÖSSWANG Rechtsanwälte GmbH, in its capacity as special Austria counsel to the Administrative Agent, (iv) McCarthy Tétrault LLP, in its capacity as special Canadian counsel to the Loan Parties, (v) Conyers Dill & Pearman, in its capacity as Cayman Islands counsel to the Loan Parties, (vi) Hannes Snellman Attorneys Ltd., in its capacity as special Finnish counsel to the Administrative Agent and (vii) Baker & McKenzie Advokatbyrå KB, in its capacity as Swedish counsel to the Administrative Agent, in each case, dated the Closing Date and addressed to each Administrative Agent, the Collateral Agent, the Lenders and each Issuing Bank.

(c) Solvency. The Administrative Agent shall have received a solvency certificate, in the form attached hereto as Exhibit I, dated as of the Closing Date from the chief financial officer (or other officer with reasonably equivalent responsibilities) of the Parent Guarantor in the form attached as Exhibit I hereto.

(d) Secretary's Certificates; Certified Charters; Good Standing Certificates. The Administrative Agent (or its counsel) shall have received (i) a certificate of each Loan Party (or of the Parent Guarantor, on behalf of such Loan Party) dated the Closing Date and executed by a secretary, assistant secretary, director or other senior officer (as the case may be) of such Loan Party (or of the Parent Guarantor, on behalf of such Loan Party), which shall, as to such Loan Party (A) certify that attached thereto is a true and complete copy of the resolutions or written consents of its shareholders (provided that for purposes of the Parent Guarantor, no such resolutions or written consents of its shareholders shall be required), supervisory board and/or (as required in each Obligor Jurisdiction), consents of its board of directors, board of managers, members or other governing body authorizing the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrowers, the borrowings and issuance of Promissory Notes (if any) hereunder, and that such resolutions or written consents have not been modified, rescinded or amended (other than as attached thereto) and are in full force and effect (provided that if the Organizational Documents of a Loan Party authorize the execution, delivery and performance of the Loan Documents to which it is a party without any such resolution or written consent, such resolution or written consent need not be attached to such certificate), (B) identify by name and title and bear the signatures of (x) the officers, managers, directors or authorized signatories of such Loan Party authorized to sign the Loan Documents to which it is a party on the Closing Date or (y) the individuals to whom such officers, managers, directors or authorized signatories of such Loan Party have granted powers of attorney to sign the Loan Documents to which such Loan Party is a party and (C) certify (x) that attached thereto is a true and complete copy of the Organizational Documents of such Loan Party, which (other than in the case of a Canadian Loan Party) have been certified to the extent customary in the relevant jurisdiction by the relevant authority of the jurisdiction of organization, incorporation or registration (as applicable) of such Loan Party and a true and correct copy of its by-laws or operating, management, partnership or similar agreement (if any); provided that the Parent Guarantor will certify as to its certificate of incorporation, any change of name certificates, memorandum and articles of association (and any amendments thereto), register of directors and officers and register of mortgages and charges and (y) that such documents or agreements have not been amended (except as otherwise attached to such certificate and certified therein as being the only amendments thereto as of such date), (ii) a good standing (or equivalent) certificate (if applicable) as of a recent date for such Loan Party from the relevant authority of its jurisdiction of organization, incorporation or registration (as applicable) (provided that in respect of the Parent Guarantor, such certificate of good standing to be dated within 30 days of the Closing Date) and (iii) such other documents as the Administrative Agent may reasonably request.

(e) Closing Certificate. The Administrative Agent (or its counsel) shall have received a certificate of each Loan Party (or by the Parent Guarantor on behalf of each Loan Party), dated the

Closing Date and executed by a secretary, assistant secretary, director, authorized signatory or other senior officer (as the case may be) thereof, which shall certify the matters set forth in Sections 4.02(b) and (c).

(f) Fees. Prior to or substantially concurrently with the funding of the Initial Term Loans hereunder, the Administrative Agent shall have received:

(i) all fees required to be paid by the Parent Guarantor or the Borrowers on the Closing Date pursuant to (x) the Fee Letter and (y) the engagement letter or any other letter agreements entered into between certain Arrangers and the Parent Guarantor with respect to the Credit Facilities; and

(ii) all expenses required to be paid by the Borrowers for which invoices have been presented at least three Business Days prior to the Closing Date (including the reasonable fees and expenses of legal counsel for the Administrative Agent that are payable under the engagement letter entered into between the Arrangers and the Parent Guarantor with respect to the Credit Facilities), in each case on or before the Closing Date, which amounts may be offset against the proceeds of the Loans or may be paid from the proceeds of the Initial Term Loans.

(g) Lien Searches; Perfection Certificate. The Administrative Agent (or its counsel) shall have received (x) other than in respect of any Swedish Loan Party, results of customary lien searches, which are reasonably satisfactory to it and (y) a completed Perfection Certificate dated the Closing Date and signed by a Responsible Officer of each Loan Party (or by the Parent Guarantor on behalf of each Loan Party), together with all attachments contemplated thereby.

(h) Notices, Filings, Registrations and Recordings. Subject to Section 5.17, each notice, application, register or document (including any UCC financing statement, PPSA financing statement or equivalent filings) required by any Closing Date Collateral Document or under law to be delivered, filed, registered or recorded in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected (or purported to be perfected) Lien on the Collateral required to be delivered pursuant to such Closing Date Collateral Document, shall be delivered (to the extent required under the relevant Collateral Document) or in proper form for filing, registration or recordation as evidence of such perfection.

(i) USA PATRIOT Act. (i) No later than three Business Days in advance of the Closing Date, the Administrative Agent shall have received all documentation and other information reasonably requested in writing by the Administrative Agent with respect to any Loan Party at least ten Business Days in advance of the Closing Date, which documentation or other information is required by (x) U.S. regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act and (y) Canadian AML and Sanctions Legislation and (ii) at least three days prior to the Closing Date, if any Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, it shall deliver a Beneficial Ownership Certification.

(j) Existing Indebtedness. The Administrative Agent shall have received evidence reasonably satisfactory to it (or its counsel) that, prior to or substantially concurrently with the Closing Date, (i) the outstanding obligations under that certain Senior Facilities Agreement, dated as of March 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Existing Credit Agreement”) shall have been cancelled or repaid and (ii) all indebtedness outstanding under (I) that certain Intercompany Loan Agreement (Facility A Proceeds Loan), dated as of March 26, 2019, between Amer Sports Holding (Cayman) Limited as the Lender and Amer Sports Holding (HK)

Limited as the Borrower, (II) that certain Intercompany Loan Agreement (Investment Proceeds), dated as of March 26, 2019, between Amer Sports Holding (Cayman) Limited as the Lender and Amer Sports Holding (HK) Limited as the Borrower, (III) that certain Intercompany Loan Agreement (Facility A Proceeds Loan), dated as of February 28, 2022, between Amer Sports Management Company (Cayman) Limited as the Lender and Amer Sports Management Holding (Cayman) Limited as the Borrower and (IV) that certain Intercompany Loan Agreement (Investment Proceeds), dated as of February 28, 2022, between Amer Sports Management Company (Cayman) Limited as the Lender and Amer Sports Management Holding (Cayman) Limited as the Borrower, in each case of the foregoing clauses (I) through (III) shall have been repaid in full (or converted to common equity of the Parent Guarantor) (this clause (j), the “**Refinancing**”).

(k) Initial Public Offering. The Administrative Agent shall have received evidence reasonably satisfactory to it (or its counsel) that, prior to or substantially concurrently with the Closing Date, the Initial Public Offering shall have been consummated.

(l) Closing Date Undertakings. The Administrative Agent (or its counsel) shall have received, on behalf of the Administrative Agent, the Lenders and each Issuing Bank on the Closing Date, duly executed copies of the Loan Documents listed on Schedule 4.01(l) and the Parent Guarantor and the Loan parties shall comply with the provisions set forth in Schedule 4.01(l).

For purposes of determining whether the conditions specified in this Section 4.01 have been satisfied on the Closing Date, by funding the Loans hereunder, the Administrative Agent, the Collateral Agent and each Lender that has executed this Agreement on the Closing Date shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent, the Collateral Agent or such Lender, as the case may be.

Notwithstanding anything to the contrary contained in this Agreement or the other Loan Documents, the parties hereto acknowledge and agree that (i) the delivery of any document or instrument, and the taking of any action, set forth on Schedule 5.17 hereto shall not be a condition precedent to the Closing Date but shall be required to be satisfied after the Closing Date in accordance with Section 5.17 hereto, and (ii) all conditions precedent and representations, warranties, covenants, Events of Default and other provisions contained in this Agreement and the other Loan Documents shall be deemed modified as set forth on Schedule 5.17 hereto (and to permit the taking of the actions described therein within the time periods required therein, rather than as elsewhere provided in the Loan Documents).

Section 4.02. Each Credit Extension. The obligation of each Lender to make a Credit Extension (which, for the avoidance of doubt (including for purposes of the last paragraph of this Section 4.02 but not clause (a) of this Section 4.02), shall not include (A) any Incremental Loans advanced in connection with any acquisition, other Investment or irrevocable repayment or redemption of Indebtedness and/or (B) any Credit Extension under any Incremental Facility Amendment, Refinancing Amendment and/or Extension Amendment, in each case to the extent not otherwise required by the lenders in respect of thereof) is subject solely to the satisfaction of the following conditions:

(a) (i) In the case of a Borrowing, the Administrative Agent shall have received a Borrowing Request as required by Section 2.03, (ii) in the case of the issuance of a Letter of Credit, the applicable Issuing Bank and the Administrative Agent shall have received a notice requesting the issuance of such Letter of Credit as required by Section 2.05(b) or (iii) in the case of a Borrowing of Swingline Loans, the Swingline Lender and the Administrative Agent shall have received a request as required by Section 2.04(a).

(b) The representations and warranties of the Loan Parties set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of any such Credit Extension with the same effect as though such representations and warranties had been made on and as of the date of such Credit Extension and excluding, after the Closing Date, the representations and warranties set forth in Section 3.11(b); provided that to the extent that any representation and warranty specifically refers to a given date or period, it shall be true and correct in all material respects as of such date or for such period.

(c) At the time of and immediately after giving effect to the applicable Credit Extension, no Event of Default or Default shall have occurred and be continuing.

Each Credit Extension shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (b) and (c) of this Section.

ARTICLE 5 AFFIRMATIVE COVENANTS

From the Closing Date until the date on which all Commitments have expired with no pending drawings or terminated and the principal of and interest on each Loan and all fees, expenses and other Loan Document Obligations payable under any Loan Document (other than contingent indemnification obligations for which no claim or demand has been made) have been paid in full in Cash and all Letters of Credit have expired with no pending drawings or have been terminated (or have been (x) collateralized or back-stopped by a letter of credit or otherwise in a manner reasonably satisfactory to the Administrative Agent and the relevant Issuing Bank or (y) deemed reissued under another agreement in a manner reasonably satisfactory to the Administrative Agent and the relevant Issuing Bank) and all LC Disbursements have been reimbursed (such date, the “**Termination Date**”), the Parent Guarantor (solely with respect to Sections 5.01, 5.02 and 5.03) and each other Loan Party party hereto hereby covenant and agree with the Lenders that:

Section 5.01. Financial Statements and Other Reports. The Parent Guarantor will deliver to the Administrative Agent, for delivery by the Administrative Agent to each Lender:

(a) Quarterly Financial Statements. Within 60 days after the end of each Fiscal Quarter (other than any Fiscal Quarter ending on the last day of a Fiscal Year), commencing with such Fiscal Quarter ending March 31, 2024, (i) the unaudited consolidated statement of financial position of the Parent Guarantor as at the end of such Fiscal Quarter and the related unaudited consolidated statements of income and cash flows of the Parent Guarantor for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, and setting forth, in reasonable detail, in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year, all in reasonable detail, together with a Responsible Officer Certification (which may be included in the applicable Compliance Certificate) with respect thereto and (ii) a Narrative Report, provided that such financial statements shall not be required to reflect any purchase accounting adjustments relating to any acquisition consummated after the Closing Date until the last day of the Fiscal Year following the Fiscal Year in which the relevant acquisition was consummated;

(b) Annual Financial Statements. Within 105 days after the end of each Fiscal Year, commencing with the Fiscal Year ended December 31, 2023, (i) the consolidated statement of financial position of the Parent Guarantor as at the end of such Fiscal Year and the related consolidated statements of income, stockholders’ equity and cash flows of the Parent Guarantor for such Fiscal Year (and if requested by any German Lender or Austrian Lender (or by the Administrative Agent at the request of

any German Lender or Austrian Lender), the unconsolidated statements of financial position of any Loan Party as at the end of such Fiscal year and the related unconsolidated statements of income, stockholders' equity and cash flows of such Loan Party for such Fiscal Year) and setting forth, in reasonable detail, in comparative form the corresponding figures for the previous Fiscal Year and (ii) with respect to such consolidated financial statements, (A) a report thereon of an independent certified public accountant (or accountants) of recognized national standing or another accounting firm reasonably acceptable to the Administrative Agent (which report shall not be subject to a "going concern" or scope of audit qualification (except for any such qualification pertaining to, or disclosure of an exception or qualification resulting from, (x) the maturity (or impending maturity) of any Credit Facility or any other Indebtedness, (y) any breach or anticipated breach of any financial covenant or (z) the activities, operations, financial results, assets or liabilities of any Unrestricted Subsidiary) but may include a "going concern" or "emphasis of matter" explanatory paragraph or like statement), and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of the Parent Guarantor as at the dates indicated and its income and cash flows for the periods indicated in conformity with IFRS and (B) a Narrative Report;

(c) Compliance Certificate; Unrestricted Subsidiaries. (i) Within 5 Business Days after the delivery of financial statements pursuant to Section 5.01(a) or 5.01(b), a duly executed and completed Compliance Certificate and (ii) within 5 Business Days after the delivery of financial statements of the Parent Guarantor pursuant to Section 5.01(b), (A) a summary (which may be in footnote form) of the pro forma adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such financial statements and (B) a list identifying each subsidiary of the Parent Guarantor as a Restricted Subsidiary or an Unrestricted Subsidiary as of the date of delivery of such financial statements or confirming that there is no change in such information since the later of the Closing Date and the most recent prior delivery of such information;

(d) Ratings. Promptly after any Rating Agency shall have announced a change in the rating established or deemed to have been established for the Index Debt, written notice of such rating change;

(e) Notice of Default or Event of Default. Promptly upon any Responsible Officer of the Parent Guarantor obtaining knowledge of (i) any Default or Event of Default or (ii) the occurrence of any event or change that has caused or evidences or would reasonably be expected to cause or evidence, either individually or in the aggregate, a Material Adverse Effect, a reasonably detailed notice specifying the nature and period of existence of such condition, event or change and what action the Parent Guarantor has taken, is taking and proposes to take with respect thereto;

(f) Notice of Litigation. Promptly upon any Responsible Officer of the Parent Guarantor obtaining knowledge of the institution of any Adverse Proceeding not previously disclosed in writing by the Parent Guarantor to the Administrative Agent that would reasonably be expected to have a Material Adverse Effect, written notice thereof by the Parent Guarantor together with such other non-privileged information as may be reasonably available to the Loan Parties to enable the Lenders to evaluate such matters;

(g) ERISA. Promptly upon any Responsible Officer of the Parent Guarantor becoming aware of the occurrence of any ERISA Event that would reasonably be expected to have a Material Adverse Effect, a written notice specifying the nature thereof;

(h) [Reserved];

(i) Information Regarding Collateral. Without limiting the express terms of any applicable Collateral Document, promptly (and, in any event, within 60 days of the relevant change or such later date as the Collateral Agent may agree) written notice of any change (i) in any Loan Party's legal name, (ii) in any Loan Party's type of organization, (iii) in any Loan Party's jurisdiction of organization, incorporation or registration (or other applicable "location" for purposes of the UCC or the PPSA, as applicable) or (iv) in any Loan Party's organizational, incorporation or registration identification number, in the case of this clause (iv), to the extent such information is necessary to enable the Collateral Agent to perfect, protect or maintain the perfection and priority of its security interest in the Collateral of the relevant Loan Party;

(j) Certain Reports. Promptly upon their becoming publicly available and without duplication of any obligations with respect to any such information that is otherwise required to be delivered under the provisions of any Loan Document, copies of (i) all financial statements, material reports, material notices and proxy statements sent or made available generally by the Parent Guarantor to its security holders acting in such capacity and (ii) all material regular and periodic reports and all material registration statements and prospectuses, if any, filed by the Parent Guarantor or any of its Restricted Subsidiaries with any securities exchange or with the SEC or any analogous governmental or private regulatory authority with jurisdiction over matters relating to securities (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective, is delivered), exhibits to any registration statement and, if applicable, any registration statement on Form S-8 or a similar form); provided that no such delivery shall be required hereunder with respect to any of the foregoing to the extent that such are publicly available via EDGAR; and

(k) Canadian Employee Benefit Plans. Promptly upon any Responsible Officer of the Borrower obtaining knowledge of: (1) the occurrence of a Canadian Defined Benefit Plan Termination Event; (2) the failure to make a required contribution to or payment under any Canadian Pension Plan when due; (3) the occurrence of any event which is reasonably likely to result in a Canadian Loan Party incurring any liability, fine or penalty with respect to any Canadian Employee Benefit Plan that could reasonably be expected to result in a Material Adverse Effect; (4) the establishment of any material new Canadian Employee Benefit Plans or (5) any change to an existing Canadian Employee Benefit Plan that, in the case of numbers (1) through (5) could reasonably be expected to result in a Material Adverse Effect; in the notice to the Administrative Agent of the foregoing, copies of all written documentation in the possession of a Canadian Loan Party and relating thereto as the Administrative Agent shall reasonably request shall be provided; and

(l) Other Information. Such other certificates, reports and information (financial or otherwise) as the Administrative Agent may reasonably request from time to time regarding the financial condition or business of the Parent Guarantor and its Restricted Subsidiaries or compliance with applicable "know your customer" requirements under the PATRIOT Act or other applicable anti-money laundering laws (including, for greater certainty, applicable Canadian AML and Sanctions Legislation); provided, however, that neither the Parent Guarantor nor any Restricted Subsidiary shall be required to disclose or provide any information (i) that constitutes non-financial trade secrets or non-financial proprietary information of the Parent Guarantor or any of its subsidiaries or any of their respective customers and/or suppliers, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives) is prohibited by any applicable Requirement of Law, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) in respect of which the Parent Guarantor or any Restricted Subsidiary owes confidentiality obligations to any third party (provided such confidentiality obligations were not entered into solely in contemplation of the requirements of this Section 5.01(1)); provided, further, that in the event the Parent Guarantor does not provide any certificate, report or information requested pursuant to this Section 5.01(1) in reliance on the preceding proviso, the Parent Guarantor shall provide notice to the Administrative Agent that such

certificate, report or information is being withheld and the Parent Guarantor shall use commercially reasonable efforts to describe, to the extent both feasible and permitted under applicable Requirements of Law or confidentiality obligations, or without waiving such privilege, as applicable, the applicable certificate, report or information.

Documents required to be delivered pursuant to this Section 5.01 may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which the Parent Guarantor (or a representative thereof) (x) posts such documents or (y) provides a link thereto at the website address listed on Schedule 10.01 (as updated from time to time); provided that, other than with respect to items required to be delivered pursuant to Section 5.01(j) above, the Parent Guarantor shall promptly notify (which notice may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents or a link thereto on such website and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents; (ii) on which such documents are delivered by the Parent Guarantor to the Administrative Agent for posting on behalf of the Parent Guarantor on IntraLinks, SyndTrak or another relevant secure website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); (iii) on which such documents are faxed to the Administrative Agent (or electronically mailed to addresses provided by the Administrative Agent); or (iv) in respect of the items required to be delivered pursuant to Section 5.01(j) above in respect of information filed by the Parent Guarantor or any of its Restricted Subsidiaries with any securities exchange or with the SEC or any analogous governmental or private regulatory authority with jurisdiction over matters relating to securities (other than Form 6-K Reports and Form 20-F Reports), on which such items have been made available on the SEC website or the website of the relevant analogous governmental or private regulatory authority or securities exchange.

Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 5.01 may instead be satisfied with respect to any financial statements of the Parent Guarantor (including with respect to delivery of a Narrative Report) by furnishing (A) the applicable financial statements of any Parent Company or (B) any Parent Company's Form 20-F or 6-K, as applicable, filed with the SEC or any securities exchange, in each case, within the time periods specified in such paragraphs and without any requirement to provide notice of such filing to the Administrative Agent or to any Lender; provided, that, with respect to each of clauses (A) and (B), (i) if (1) such financial statements relate to any Parent Company and (2) either (I) such Parent Company (or any other Parent Company that is a subsidiary of such Parent Company) has any material third party Indebtedness and/or material operations (as determined by the Parent Guarantor in good faith and other than any operations that are attributable solely to such Parent Company's ownership of the Parent Guarantor and its subsidiaries) or (II) there are material differences between the financial statements of such Parent Company and its consolidated subsidiaries, on the one hand, and the Parent Guarantor and its consolidated subsidiaries, on the other hand, such financial statements or the Form 20-F or Form 6-K, as applicable, shall be accompanied by consolidating information (which need not be audited) that summarizes in reasonable detail the differences between the information relating to such Parent Company, on the one hand, and the information relating to the Parent Guarantor and its consolidated subsidiaries on a standalone basis, on the other hand, which consolidating information shall be certified by a Responsible Officer of the Parent Guarantor as having been fairly presented in all material respects and (ii) to the extent such statements are in lieu of statements required to be provided under Section 5.01(b), such statements shall be accompanied by a report and opinion of an independent registered public accounting firm of nationally recognized standing or another accounting firm reasonably acceptable to the Administrative Agent, which report and opinion shall satisfy the applicable requirements set forth in Section 5.01(b) as if the references to "the Parent Guarantor" therein were references to such Parent Company.

No financial statement required to be delivered pursuant to Section 5.01(a) or (b) shall be required to include acquisition accounting adjustments relating to any Permitted Acquisition or other Investment to the extent it is not practicable to include any such adjustments in such financial statement.

Section 5.02. Existence. Except as otherwise permitted under Section 6.07 or as a result of the consummation of a Permitted Reorganization, the Parent Guarantor will, and the Parent Guarantor will cause each of its Restricted Subsidiaries to, at all times preserve and keep in full force and effect their existence and all rights, franchises, licenses and permits material to their business except, other than with respect to the preservation of the existence of the Parent Guarantor, to the extent that the failure to do so would not reasonably be expected to result in a Material Adverse Effect; provided that neither the Parent Guarantor nor any of the Parent Guarantor's Restricted Subsidiaries shall be required to preserve any such existence (other than with respect to the preservation of existence of the Parent Guarantor, except as otherwise permitted under Section 6.07 or as a result of the consummation of a Permitted Reorganization), right, franchise, license or permit if a Responsible Officer of such Person or such Person's board of directors (or similar governing body) determines that the preservation thereof is no longer desirable in the conduct of the business of such Person, and that the loss thereof is not disadvantageous in any material respect to such Person or to the Lenders.

Section 5.03. Payment of Taxes. The Parent Guarantor will, and the Parent Guarantor will cause each of its Restricted Subsidiaries to, pay all Taxes imposed upon it or any of its properties or assets or in respect of any of its income or businesses or franchises when due and payable; unless (a) such Tax is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as (i) adequate reserves or other appropriate provisions, as are required in conformity with IFRS, have been made therefor and (ii) in the case of a Tax which has or may become a Lien against a material portion of the Collateral, such contest proceedings conclusively operate to stay the sale of such portion of the Collateral to satisfy such Tax or (b) failure to pay or discharge the same would not reasonably be expected to result in a Material Adverse Effect.

Section 5.04. Maintenance of Properties. The Parent Guarantor will, and the Parent Guarantor will cause each of its Restricted Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear and casualty and condemnation excepted, all material tangible property reasonably necessary to the normal conduct of business of the Parent Guarantor and its Restricted Subsidiaries and from time to time will make or cause to be made all needed and appropriate repairs, renewals and replacements thereof and use commercially reasonable efforts to prosecute, renew and maintain in full force and effect all material IP Rights owned by the Parent Guarantor or any of its Restricted Subsidiaries, in each case, except as expressly permitted by this Agreement or where the failure to maintain such tangible properties, make such repairs, renewals or replacements or prosecute, renew and maintain such material IP Rights would not reasonably be expected to have a Material Adverse Effect.

Section 5.05. Insurance. Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, the Parent Guarantor will maintain or cause to be maintained, in each case, as determined by the Parent Guarantor in good faith, with financially sound and reputable insurers, such insurance coverage with respect to liabilities, losses or damage in respect of the assets, properties and businesses of the Parent Guarantor and its Restricted Subsidiaries as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons. Each such policy of insurance shall, to the extent available from the relevant insurance carrier, (i) name the Collateral Agent on behalf of the Secured Parties as a loss payee, mortgagee and/or an additional insured,

as applicable, thereunder as its interests may appear and (ii) in the case of each casualty insurance policy (excluding any business interruption insurance policy, any workers' compensation policy, any employee liability policy and/or any representation and warranty insurance policy), contain a loss payable clause or endorsement that names the Collateral Agent, on behalf of the Secured Parties, as the loss payee thereunder and, to the extent available, provide for at least 30 days' prior written notice to the Collateral Agent of any modification or cancellation of such policy (or 10 days' prior written notice in the case of the failure to pay any premiums thereunder); provided that the Parent Guarantor shall have 120 days after the Closing Date (or such later date as agreed by the Collateral Agent) to comply with the requirements of the foregoing clauses (i) and (ii) with respect to policies in effect on the Closing Date.

Section 5.06. Inspections. The Parent Guarantor will, and will cause each of its Restricted Subsidiaries to, permit any authorized representative designated by the Administrative Agent to visit and inspect any of the properties of the Parent Guarantor and any of its Restricted Subsidiaries at which the principal financial records and executive officers of the applicable Person are located, to inspect, copy and take extracts from its and their respective financial and accounting records, and to discuss its and their respective affairs, finances and accounts with its and their Responsible Officers and independent public accountants (subject to such accountants' customary policies and procedures) (provided that the Parent Guarantor (or any of its subsidiaries) may, if it so chooses, be present at or participate in any such discussion), all upon reasonable notice and at reasonable times during normal business hours; provided that (x) only the Administrative Agent on behalf of the Lenders may exercise the rights of the Administrative Agent and the Lenders under this Section 5.06, (y) the Administrative Agent shall not exercise such rights more often than one time during any calendar year and (z) only one such time per calendar year shall be at the expense of the Borrowers; provided, further, that when an Event of Default exists, the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice; provided, further that notwithstanding anything to the contrary herein, neither the Parent Guarantor nor any Restricted Subsidiary shall be required to disclose, permit the inspection, examination or making of copies of or taking abstracts from, or discuss any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information of the Parent Guarantor and its subsidiaries and/or any of its customers and/or suppliers, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives or contractors) is prohibited by applicable law, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) in respect of which the Parent Guarantor or any Restricted Subsidiary owes confidentiality obligations to any third party (provided such confidentiality obligations were not entered into solely in contemplation of the requirements of this Section 5.06); provided, further, that in the event any of the circumstances described in the preceding proviso exist, the Parent Guarantor shall provide notice to the Administrative Agent thereof and shall use commercially reasonable efforts to describe, to the extent both feasible and permitted under applicable Requirements of Law or confidentiality obligations, or without waiving such privilege, as applicable, the applicable document, information or other matter.

Section 5.07. Maintenance of Book and Records. The Parent Guarantor will, and will cause its Restricted Subsidiaries to, maintain proper books of record and account containing entries of all material financial transactions and matters involving the assets and business of the Parent Guarantor and its Restricted Subsidiaries that are full, true and correct in all material respects and permit the preparation of consolidated financial statements in accordance with IFRS.

Section 5.08. Compliance with Laws. The Parent Guarantor will comply, and will cause each of its Restricted Subsidiaries to comply, with the requirements of all applicable laws, rules, regulations and orders of any Governmental Authority (including Sanctions, anti-corruption laws, ERISA and all

Environmental Laws), except to the extent the failure of the Parent Guarantor or the relevant Restricted Subsidiary to comply would not reasonably be expected to have a Material Adverse Effect; provided that the requirements set forth in this Section 5.08, as they pertain to compliance by any Foreign Subsidiary with Sanctions and anti-corruption laws are subject to and limited by any Requirement of Law applicable to such Foreign Subsidiary in its relevant local jurisdiction.

Section 5.09. Hazardous Materials Activity.

(a) The Parent Guarantor will deliver to the Administrative Agent:

(i) reasonably promptly following Parent Guarantor becoming aware of the occurrence thereof, written notice describing in reasonable detail (A) any Release required to be reported by the Parent Guarantor or any of its Restricted Subsidiaries to any federal, state, provincial or local governmental or regulatory agency under any applicable Environmental Law, (B) any remedial action taken by or on behalf of the Parent Guarantor or any of its Restricted Subsidiaries in response to any Hazardous Materials Activity or Environmental Claim, or (C) any pending or threatened Environmental Claim, that in the case of each of clauses (A), (B) and (C) above, would reasonably be expected to have a Material Adverse Effect; and

(ii) reasonably promptly following the sending or receipt thereof by the Parent Guarantor or any of its Restricted Subsidiaries, a copy of any and all written communications with respect to any Release required to be reported by the Parent Guarantor or any of its Restricted Subsidiaries to any federal, state, provincial or local governmental or regulatory agency or any Release required to be remediated pursuant to any Environmental Law, that in each case would reasonably be expected to have a Material Adverse Effect.

(b) The Parent Guarantor shall reasonably promptly take, and shall cause each of its Restricted Subsidiaries reasonably promptly to take, any and all actions reasonably necessary to (i) cure any violation of Environmental Law by the Parent Guarantor or any of its Restricted Subsidiaries, and, to the extent required by Environmental Law, address with appropriate corrective or remedial action any Release or threatened Release of any Hazardous Material at or from any Facility, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect and (ii) make an appropriate response to any Environmental Claim against the Parent Guarantor or any of its Restricted Subsidiaries and discharge any obligations it may have to any Person thereunder, where failure to do so could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; provided that it shall not be deemed to be a violation of this Section 5.09 if the Parent Guarantor or its Restricted Subsidiaries are in good faith contesting such violation, liability for such Release or threatened Release or such Environmental Claim in accordance with applicable Environmental Law.

Section 5.10. Designation of Subsidiaries. The Parent Guarantor may, at any time after the Closing Date, designate (or re-designate) any subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that as of the date of designation (or re-designation) of any subsidiary as an Unrestricted Subsidiary (a) no Event of Default shall have occurred and be continuing, (b) no Unrestricted Subsidiary shall own any Capital Stock in any Restricted Subsidiary of any Borrower (unless such Restricted Subsidiary is also designated as an Unrestricted Subsidiary simultaneously with the aforementioned designation in accordance with the terms of this Section 5.10) or hold any Indebtedness of or any Lien on any property of the Borrower or its Restricted Subsidiaries (unless the Borrower or such Restricted Subsidiary is permitted (or not prohibited) hereunder to incur such Indebtedness or grant such Lien in favor of such Unrestricted Subsidiary (as a third party)) and (c) no Subsidiary that owns (or is the exclusive licensee of) any Material Intellectual Property may be

designated as an Unrestricted Subsidiary. The designation of any subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Parent Guarantor therein at the date of designation in an amount equal to the portion of the fair market value of the net assets of such subsidiary attributable to the Parent Guarantor's equity interest therein as estimated by the Parent Guarantor in good faith (and such designation shall only be permitted to the extent such Investment is permitted under Section 6.06); provided that if any subsidiary (a "Subject Subsidiary") being designated as an Unrestricted Subsidiary has a subsidiary that was previously designated as an Unrestricted Subsidiary (the "Previously Designated Unrestricted Subsidiary") in compliance with the provisions of this Agreement, the Investment of such Subject Subsidiary in such Previously Designated Unrestricted Subsidiary shall not be taken into account, and shall be excluded, in determining whether the Subject Subsidiary may be designated as an Unrestricted Subsidiary hereunder. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the making, incurrence or granting, as applicable, at the time of designation of any then-existing Investment, Indebtedness or Lien of such subsidiary, as applicable; provided that upon a re-designation of any Unrestricted Subsidiary as a Restricted Subsidiary, the Parent Guarantor shall be deemed to continue to have an Investment in the resulting Restricted Subsidiary in an amount (if positive) equal to (a) the Parent Guarantor's "Investment" in such Restricted Subsidiary at the time of such re-designation less (b) the portion of the fair market value of the net assets of such Restricted Subsidiary attributable to the Parent Guarantor's equity therein at the time of such re-designation. As of the Closing Date, the subsidiaries listed on Schedule 5.10 hereto have been designated as Unrestricted Subsidiaries.

Section 5.11. Use of Proceeds. The Revolving Credit Borrowers shall use the proceeds of the Revolving Loans on and after the Closing Date, to consummate a portion of the Refinancing and the other Transactions and to finance the working capital needs and other general corporate purposes of the Parent Guarantor and its subsidiaries (including for capital expenditures, acquisitions, working capital and/or purchase price adjustments, the payment of transaction fees and expenses, other Investments, Restricted Payments, Restricted Debt Payments and any other purpose not prohibited by the terms of the Loan Documents). Amer Sports Company shall use the proceeds of the Swingline Loans made after the Closing Date to finance the working capital needs and other general corporate purposes of the Parent Guarantor and its subsidiaries and any other purpose not prohibited by the terms of the Loan Documents. The Term Loan Borrower shall use the proceeds of the Initial Term Loans (i) to finance all or a portion of the Transactions (including the payment of Transaction Costs) and (ii) for general corporate purposes. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that would entail a violation of Regulation U. The applicable Borrowers shall use the proceeds of the Incremental Term Loans for working capital, capital expenditures and other general corporate purposes of the Parent Guarantor and its subsidiaries (including for Restricted Payments, Investments, Permitted Acquisitions and any other purpose not prohibited by the terms of the Loan Documents).

Section 5.12. Covenant to Guarantee Loan Document Obligations and Give Security. Subject in all respects to the Agreed Security Principles:

(a) Within 120 days (or such longer period as the Administrative Agent may reasonably agree) after the acquisition by any Loan Party of any Material Real Estate Asset other than any Excluded Asset, the Parent Guarantor shall cause such Loan Party to comply with the requirements set forth in clause (b) of the definition of "Collateral and Guarantee Requirement"; it being understood and agreed that, with respect to any Material Real Estate Asset (other than any Excluded Asset) owned by any Restricted Subsidiary at the time such Restricted Subsidiary is required to become a Loan Party under Section 5.12(a) above, such Material Real Estate Asset shall be deemed to have been acquired by such Restricted Subsidiary on the first day of the time period within which such Restricted Subsidiary is required to become a Loan Party under Section 5.12(a).

(b) The Parent Guarantor shall ensure that, subject to the Agreed Security Principles, within one hundred and twenty (120) days of each date on which the financial statements pursuant to Section 5.01(b) are delivered to the Administrative Agent (or were required to be delivered to the Administrative Agent, if earlier) (or such later date as the Administrative Agent may agree), (A) such Restricted Subsidiaries (as the Parent Guarantor may elect in its sole discretion) shall, subject to and on terms consistent with the Agreed Security Principles, become Guarantors and grantors pursuant to the requirements set forth in the definition of “Collateral and Guarantee Requirement” to ensure that the Guarantor Coverage Test is satisfied on such date by reference to such financial statements delivered pursuant to Section 5.01(b) and (B) upon the reasonable request of the Administrative Agent, deliver to the Administrative Agent a signed copy of a customary opinion of counsel for such Restricted Subsidiary, addressed to the Administrative Agent, the Collateral Agent and the other relevant Secured Parties.

Notwithstanding anything to the contrary herein or in any other Loan Document, (i) the Collateral Agent and/or the Administrative Agent may grant extensions of time (including after the expiration of any relevant period, which apply retroactively), in each case for the creation and perfection of security interests in, or obtaining of title insurance, legal opinions, surveys or other deliverables with respect to, particular assets or the provision of any Loan Guarantee by any Restricted Subsidiary, and each Lender hereby consents to any such extension of time, (ii) any Lien required to be granted from time to time pursuant to the definition of “Collateral and Guarantee Requirement” shall be subject to the exceptions and limitations set forth in the Collateral Documents and, to the extent applicable, the Agreed Security Principles, (iii) perfection by control shall not be required with respect to assets requiring perfection through control agreements or other control arrangements, including deposit accounts, securities accounts and commodities accounts (other than control of pledged Capital Stock and/or Material Debt Instruments, in each case, that constitute Collateral) and no blocked account agreement, account control agreement or similar agreement shall be required, in each case unless otherwise required pursuant to the applicable Collateral Documents (subject to the Agreed Security Principles to the extent applicable), (iv) no Loan Party shall be required to seek any landlord waiver, bailee letter, estoppel, warehouseman waiver or other collateral access or similar letter or agreement, (v) no Loan Party will be required to (1) take any action or grant or perfect any security interest in any asset located outside of its jurisdiction of organization (other than with respect to (x) Capital Stock in an Obligor Jurisdiction, or (y) in the case of any Canadian Loan Party, in any other jurisdiction in which it is “located” (within the meaning of the PPSA) or maintains tangible personal property), (2) execute any guarantee, security agreement, pledge agreement, mortgage, deed or charge or governed under laws other than the laws of its jurisdiction of organization, incorporation or registration (as applicable) (other than with respect to Capital Stock in an Obligor Jurisdiction) or (3) make any foreign or multinational intellectual property filing, conduct any foreign or multinational intellectual property search or prepare any foreign or multinational schedule with respect to any assets of any Loan Party or enter into any source code escrow arrangement or register any intellectual property, (vi) in no event will the Collateral include any Excluded Assets (unless the relevant Loan Party shall agree in its discretion to pledge such asset in favor of the Secured Parties), (vii) no action shall be required to perfect any Lien with respect to (x) any vehicle or other asset subject to a certificate of title, or any retention of title, extended retention of title rights, or similar rights and/or (y) Letter-of-Credit Rights, in each case to the extent that a security interest therein cannot be perfected by filing a financing statement under the UCC or PPSA (or similar filings in foreign jurisdictions) without the requirement to list any VIN, serial or other number and (viii) neither the Administrative Agent nor the Collateral Agent shall require the taking of a Lien on, or require the perfection of any Lien granted in, those assets as to which the cost, burden, difficulty or consequence (including any effect on the ability of the relevant Loan Party to conduct its operations and business in the ordinary course of business) of obtaining or perfecting such Lien (including any mortgage, stamp, intangibles or other tax or expenses relating to such Lien) outweighs the benefit to the Lenders of the security afforded thereby as determined in good faith by the Parent Guarantor and the Administrative Agent.

Additionally, (i) no action shall be required to create or perfect a Lien in any asset in respect of which the creation or perfection of a security interest therein would (1) be prohibited by enforceable anti-assignment provisions set forth in any contract directly relating to such asset (at the time of acquisition thereof and not incurred in contemplation thereof (except if contemplated in connection with any licensing arrangement permitted hereunder)) that is permitted or otherwise not prohibited by the terms of this Agreement, (2) violate the terms of any contract directly relating to such asset (at the time of acquisition thereof and not incurred in contemplation thereof (except if contemplated in connection with any licensing arrangement permitted hereunder)) that is permitted or otherwise not prohibited by the terms of this Agreement, in each case, after giving effect to the applicable anti-assignment provisions of the UCC, the PPSA or other applicable law or (3) trigger termination of any contract directly relating to such asset (at the time of acquisition thereof and not incurred in contemplation thereof (except if contemplated in connection with any licensing arrangement permitted hereunder)) that is permitted or otherwise not prohibited by the terms of this Agreement pursuant to any “change of control” or similar provision (in each case after giving effect to any applicable anti-assignment provisions of the UCC, the PPSA or other applicable law), it being understood that the Collateral shall include any proceeds and/or receivables arising out of any contract described in this clause (other than Excluded Assets) to the extent the assignment of such proceeds or receivables is expressly deemed effective under the UCC, the PPSA or other applicable Requirements of Law notwithstanding the relevant prohibition, violation or termination right, (ii) no Loan Party shall be required to create or perfect a security interest in any asset to the extent the creation or perfection of a security interest in such asset would (A) be prohibited under any applicable Requirement of Law, after giving effect to any applicable anti-assignment provision of the UCC, PPSA or other applicable law and other than proceeds thereof to the extent that the assignment of such proceeds is effective under the UCC, the PPSA or other applicable Requirements of Law notwithstanding such Requirement of Law and/or (B) require any governmental consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained), after giving effect to any applicable anti-assignment provision of the UCC, the PPSA or other applicable law and other than proceeds thereof to the extent that the assignment of such proceeds is effective under the UCC, the PPSA or other applicable Requirements of Law notwithstanding such consent or restriction, (iii) any joinder or supplement to any Loan Guarantee, any Collateral Document and/or any other Loan Document executed by any Restricted Subsidiary that is required to become a Loan Party pursuant to Section 5.12(a) above may, with the consent of the Collateral Agent (not to be unreasonably withheld or delayed), include such schedules (or updates to schedules) as may be necessary to qualify any representation or warranty set forth in any Loan Document to the extent necessary to ensure that such representation or warranty is true and correct to the extent required thereby or by the terms of any other Loan Document and (iv) (A) no Loan Party will be required to take any action required under the Federal Assignment of Claims Act or any similar law and (B) no Secured Party will be permitted to exercise any right of setoff in respect of any account maintained solely for the purpose of receiving and holding government receivables.

Section 5.13. [Reserved].

Section 5.14. [Reserved]

Section 5.15. Further Assurances. Promptly upon the reasonable request of the Collateral Agent and at the expense of the relevant Loan Parties, and subject to the limitations described in Section 5.12 (but only to the extent required pursuant to the Collateral and Guarantee Requirement, and in all cases subject to the Agreed Security Principles):

(a) the Parent Guarantor will, and will cause each other Loan Party to, execute any and all further documents, financing statements, financing change statements, agreements, instruments, certificates, notices and acknowledgments and take all such further actions (including the filing and

recordation of financing statements, financing change statements, fixture filings, Mortgages and/or amendments thereto and other documents), that may be required under any applicable law and which the Collateral Agent may reasonably request to ensure the perfection and priority of the Liens created or intended to be created under the Collateral Documents; and

(b) the Parent Guarantor will, and will cause each other Loan Party to, (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts (including notices to third parties), deeds, certificates, assurances and other instruments as the Collateral Agent may reasonably request from time to time in order to ensure the creation and perfection of the Liens created under the Collateral Documents.

Section 5.16. Conduct of Business. The Parent Guarantor and its Restricted Subsidiaries shall engage only in those material lines of business that consist of (a) the businesses engaged (or proposed to be engaged) in by the Parent Guarantor or any Restricted Subsidiary on the Closing Date, reasonably related, similar, incidental, complementary, ancillary, corollary, synergistic or related businesses, and/or a reasonable extension, development or expansion of such businesses and (b) such other lines of business to which the Administrative Agent may consent.

Section 5.17. Post-Closing Actions. The Parent Guarantor shall take the actions set forth on Schedule 5.17 within the applicable time periods specified thereon (or by such later time as the Administrative Agent may reasonably agree). Each Secured Party irrevocably authorizes the Collateral Agent to enter into amendments to (or, if necessary, replacements of) the Collateral Documents in effect immediately prior to the Closing Date to effectuate such post-closing items.

Section 5.18. Annual Lender Call. Upon the request of the Administrative Agent following each delivery of financial statements pursuant to Section 5.01(b) (commencing with respect to the financial statements delivered for the Fiscal Year ending on December 31, 2024), the Parent Guarantor shall participate in a conference call with Lenders arranged by the Administrative Agent to provide discussion and analysis with respect to the financial condition and results of operations of the Parent Guarantor and its Restricted Subsidiaries at a time at which the Parent Guarantor and the Administrative Agent mutually agree (it being agreed that the Parent Guarantor's annual "earnings" calls are deemed to satisfy this requirement).

Section 5.19. Canadian Pension Plan. Each Loan Party shall, with respect to each Canadian Pension Plan, pay or remit all employer and employee contributions, premiums and payments when due in accordance with the terms of the applicable plan and all applicable laws, save for immaterial amounts which are made no later than 30 days after the date on which they were due.

ARTICLE 6 NEGATIVE COVENANTS

From the Closing Date and until the Termination Date has occurred, the Parent Guarantor and each other Loan Party covenant and agree with the Lenders that:

Section 6.01. Indebtedness. The Parent Guarantor and each other Loan Party shall not, nor shall it permit any Restricted Subsidiary to, directly or indirectly, create, incur, assume or otherwise become or remain liable with respect to any Indebtedness, except:

- (a) the Obligations (including any Additional Term Loans and any Additional Revolving Loans);
- (b) Indebtedness of the Parent Guarantor or any Restricted Subsidiary to the Parent Guarantor or any other Restricted Subsidiary; provided that all such Indebtedness of any Loan Party to any Restricted Subsidiary that is not a Loan Party must be expressly subordinated to the Loan Document Obligations of such Loan Party pursuant to the Intercompany Note (which, with respect to such Indebtedness in existence on the Closing Date or incurred within 120 days thereafter, may be delivered within 120 days of the Closing Date (or such later date approved by the Administrative Agent)) or on other terms that are reasonably acceptable to the Administrative Agent;
- (c) Indebtedness of any Joint Venture or Indebtedness of the Parent Guarantor or any Restricted Subsidiary incurred on behalf of any Joint Venture or any guarantees by the Parent Guarantor or any Restricted Subsidiary of Indebtedness of any Joint Venture in an aggregate outstanding principal amount for all such Indebtedness not to exceed at any time the greater of \$135,000,000 and 25% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period;
- (d) Indebtedness arising from any agreement providing for indemnification, adjustment of purchase price or similar obligations (including contingent earn-out or similar obligations), or payment obligations in respect of any non-compete, consulting or similar arrangements, in each case incurred in connection with any Disposition permitted hereunder, any acquisition or other Investment permitted hereunder or consummated prior to the Closing Date or any other purchase of assets or Capital Stock, and Indebtedness arising from guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance of the Parent Guarantor or any such Restricted Subsidiary pursuant to any such agreement;
- (e) Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary (i) pursuant to tenders, statutory obligations (including health, safety and environmental obligations), bids, leases, governmental contracts, trade contracts, surety, indemnity, stay, customs, judgment, appeal, performance, completion and/or return of money bonds or guaranties or other similar obligations incurred in the ordinary course of business (which shall be deemed to include any judgments, awards, attachments and/or decrees and notices of lis pendens and associated rights relating to litigation being contested in good faith and not constituting an Event of Default under Section 8.01(h)) and (ii) in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments to support any of the foregoing items;
- (f) Indebtedness in respect of Permitted Treasury Arrangements and all other netting services, overdraft protections, treasury, depository, pooling and other cash management arrangements, including, in all cases, incentive, supplier finance or similar programs and in connection with deposit accounts;
- (g) (i) Guarantees by the Parent Guarantor and/or any Restricted Subsidiary of the obligations of suppliers, customers, franchisees, licensees, sublicensees and cross-licensees in the ordinary course of business, (ii) Indebtedness (A) incurred in the ordinary course of business in respect of obligations of the Parent Guarantor and/or any Restricted Subsidiary to pay the deferred purchase price of property or services or progress payments in connection with such property and services or (B) consisting of obligations under deferred purchase price or other similar arrangements incurred in connection with Permitted Acquisitions or any other Investment expressly permitted hereunder and (iii) Indebtedness in respect of letters of credit, bankers' acceptances, bank guaranties or similar instruments supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(h) Guarantees (including any co-issuance) by the Parent Guarantor and/or any Restricted Subsidiary of Indebtedness or other obligations of the Parent Guarantor, and/or any Restricted Subsidiary with respect to Indebtedness otherwise permitted to be incurred pursuant to this Section 6.01 or other obligations not prohibited by this Agreement; provided that in the case of any such Guarantee by any Loan Party of the obligations of any non-Loan Party, the related Investment is permitted under Section 6.06;

(i) Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary (x) existing, or pursuant to commitments existing (or anticipated), on the Closing Date and, with respect to any such item of Indebtedness in an aggregate committed or principal amount in excess of \$10,000,000, described on Schedule 6.01 and (y) under the Senior Notes;

(j) Indebtedness of Restricted Subsidiaries that are not Loan Parties in an aggregate outstanding principal amount at any time outstanding not to exceed the greater of \$135,000,000 and 25% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period;

(k) Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary consisting of obligations owing under incentive, supply, license, sublicense or similar agreements entered into in the ordinary course of business;

(l) Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary consisting of (i) the financing of insurance premiums, (ii) take-or-pay obligations contained in supply arrangements in the ordinary course of business and/or (iii) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business;

(m) Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary (i) incurred within two hundred and seventy (270) days of the acquisition, construction or improvement of fixed or capital assets to finance the acquisition, construction or improvement thereof which in aggregate does not exceed the greater of \$85,000,000 and 15% of Consolidated Adjusted EBITDA at any time, (ii) with respect to Finance Leases which existed on or prior to the Closing Date (and any replacement thereof to the extent not exceeding the amount of the Finance Lease being replaced or refinanced or, if greater, the amount of such Finance Lease on the Closing Date) and (iii) with respect to any other Finance Lease or vendor finance not permitted by the preceding sub-clauses (i) and (ii) in relation to (x) vehicles, plant, equipment or computers, the aggregate capital element of all rentals under such other Finance Leases and agreements in an aggregate outstanding principal amount not to exceed the greater of \$85,000,000 and 15% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period and (y) real estate (or any other assets not otherwise referred to in clause (x) above), the aggregate capital element of all rentals under such other Finance Leases and agreements not to exceed the greater of \$110,000,000 and 20% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period;

(n) Indebtedness of any Person that becomes a Restricted Subsidiary or Indebtedness assumed in connection with an acquisition or other Investment permitted hereunder after the Closing Date; provided that such Indebtedness (A) existed at the time such Person became a Restricted Subsidiary or the assets subject to such Indebtedness were acquired and (B) was not created or incurred in anticipation thereof;

(o) (i) Indebtedness of any Subsidiary organized in China incurred under a Local Facility, so long as (x) no such Indebtedness is guaranteed by Subsidiaries other than Subsidiaries organized in China, (y) to the extent secured, such Indebtedness is only secured by assets of Subsidiaries organized in China and (z) such Indebtedness is incurred in the ordinary course of business and (ii) Indebtedness of

any Subsidiary organized in China that is incurred in connection with any Permitted Acquisition or similar Investment permitted hereby, in an aggregate principal amount not to exceed the Reallocated Incremental Amount;

(p) the Parent Guarantor and its Restricted Subsidiaries may become and remain liable for any Indebtedness extending, refinancing, refunding or replacing any Indebtedness permitted under clauses (a), (c), (i), (j), (m), (n), (r), (u), (v), (y), (z), (dd), and (ll) of this Section 6.01 (in any case, including any extending, refinancing, refunding or replacing Indebtedness incurred in respect thereof, “**Refinancing Indebtedness**”) and any subsequent Refinancing Indebtedness in respect thereof; provided that (i) the principal amount of such Refinancing Indebtedness does not exceed the principal amount of the Indebtedness being extended, refinanced, refunded or replaced, except (i) as expressly contemplated by such clause or (ii) by (A) an amount equal to unpaid accrued interest, penalties and premiums (including tender premiums) thereon plus underwriting discounts and other customary fees, commissions and expenses (including upfront fees, original issue discount or initial yield payments) incurred in connection with the relevant extension, refinancing, refunding or replacement, (B) an amount equal to any existing commitments unutilized thereunder and (C) additional amounts permitted to be incurred pursuant to this Section 6.01 (provided that (1) any additional Indebtedness referred to in this clause (C) satisfies the other applicable requirements of this Section 6.01(p) (with additional amounts incurred in reliance on this clause (C) constituting a utilization of the relevant basket or exception pursuant to which such additional amount is permitted) and (2) if such additional Indebtedness is secured, the Liens securing such Indebtedness are permitted under of Section 6.02), (ii) in the case of Refinancing Indebtedness with respect to clauses (a) and (z) (subject to the Permitted Earlier Maturity Indebtedness Exception and other than Customary Term A Loans), such Refinancing Indebtedness has (A) a final maturity on or later than (and, in the case of revolving Indebtedness, does not require mandatory commitment reductions, if any, prior to) the earlier of (x) the Latest Term Loan Maturity Date at the time of the incurrence of such Refinancing Indebtedness and (y) the final maturity of the Indebtedness being extended, refinanced, refunded or replaced and (B) other than with respect to revolving Indebtedness, a Weighted Average Life to Maturity equal to or greater than (x) the Weighted Average Life to Maturity of the Indebtedness being extended, refinanced, refunded or replaced or (y) the Weighted Average Life to Maturity of the outstanding Term Loans at the time of the incurrence of such Refinancing Indebtedness, (iii) with respect to any Refinancing Indebtedness with an original principal amount in excess of the Threshold Amount (other than Indebtedness of the type described in Section 6.01(m)) the terms thereof (excluding pricing, fees, premiums, rate floors, optional prepayment or redemption terms (and, if applicable, subordination terms) and, with respect to Refinancing Indebtedness incurred in respect of Indebtedness permitted under clause (a) above and clause (z) below, security) are not, taken as a whole (as determined by the Parent Guarantor in good faith), materially more favorable to the lenders providing such Indebtedness than those applicable to the Indebtedness being extended, refinanced, refunded or replaced (other than any covenants or any other terms or provisions (X) applicable only to periods after the maturity date of the Indebtedness being extended, refinanced, refunded or replaced at the time of the incurrence of such Refinancing Indebtedness, (Y) that are then-current market terms (as determined by the Parent Guarantor in good faith at the time of incurrence or issuance (or the obtaining of a commitment with respect thereto)) for the applicable type of Indebtedness or (Z) solely in the case of Refinancing Indebtedness in respect of Indebtedness incurred in reliance on clauses (a) and/or (z) of this Section 6.01, terms or other provisions which are conformed (or added) to the Loan Documents for the benefit of the Lenders or, as applicable, the Administrative Agent and/or the Collateral Agent, pursuant to an amendment to this Agreement effectuated in reliance on Section 10.02(d)(ii)), (iv) the incurrence thereof shall be without duplication of any amounts outstanding in reliance on the relevant clause of this Section 6.01 pursuant to which the Indebtedness being extended, refinanced, refunded or replaced was incurred (i.e., the incurrence of such Refinancing Indebtedness shall not create availability under such relevant clause), (v) except in the case of Refinancing Indebtedness incurred in respect of Indebtedness permitted under clause (a) of this Section

6.01, (A) such Indebtedness, if secured, is secured only by Permitted Liens at the time of such extension, refinancing, refunding or replacement (it being understood that secured Indebtedness may be refinanced with unsecured Indebtedness), (B) such Indebtedness is not incurred by a Restricted Subsidiary that was not an obligor in respect of the Indebtedness being extended, refinanced, refunded or replaced, except to the extent otherwise permitted pursuant to Section 6.01 and (C) if the Indebtedness being extended, refinanced, refunded or replaced was contractually subordinated to the Loan Document Obligations in right of payment (or the Liens securing such Indebtedness were contractually subordinated to the Liens on the Collateral securing the Obligations), such Indebtedness is contractually subordinated to the Loan Document Obligations in right of payment (or the Liens securing such Indebtedness are subordinated to the Liens on the relevant Collateral securing the Obligations) either (x) on terms not materially less favorable, taken as a whole, to the Lenders than those applicable to the Indebtedness (or Liens, as applicable) being extended, refinanced, refunded or replaced, taken as a whole (as determined by the Parent Guarantor in good faith) or (y) pursuant to an Acceptable Intercreditor Agreement, (vi) except in the case of Refinancing Indebtedness with respect to clause (a) of this Section 6.01, as of the date of the incurrence of such Indebtedness and after giving effect thereto, there shall exist no Specified Event of Default and (vii) in the case of Refinancing Indebtedness incurred in respect of Indebtedness permitted under clause (a) of this Section 6.01, (A) such Refinancing Indebtedness is pari passu or junior in right of payment and secured by the Collateral on a pari passu or junior basis with respect to the remaining Loan Document Obligations hereunder, or is unsecured; provided that any such Refinancing Indebtedness that is pari passu or junior with respect to the Collateral shall be subject to an Acceptable Intercreditor Agreement, (B) if such Refinancing Indebtedness is secured, it is not secured by any assets other than the Collateral, (C) if such Refinancing Indebtedness is guaranteed, it shall not be guaranteed by any Person other than a Loan Party and (D) such Refinancing Indebtedness shall be incurred under (and pursuant to) documentation other than this Agreement;

(q) endorsement of instruments or other payment items for collection or deposit in the ordinary course of business;

(r) Indebtedness in respect of any Additional Letter of Credit Facility in an aggregate amount at any time outstanding not to exceed the greater of \$55,000,000 and 10% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period;

(s) Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary under any Derivative Transaction not entered into for speculative purposes;

(t) [reserved];

(u) Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary in an aggregate outstanding principal amount at any time outstanding not to exceed the greater of \$220,000,000 and 40% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period;

(v) Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary in an aggregate outstanding principal amount not to exceed 100% of the amount of any capital contributions or other proceeds received by the Parent Guarantor in cash or cash equivalents (i) from the issuance or sale of its Qualified Capital Stock of the Parent Guarantor or (ii) in the form of any cash contribution to the common equity of the Parent Guarantor, in each case after the Closing Date, and in each case other than (A) any proceeds received from the sale of Capital Stock to, or contributions from, the Parent Guarantor or any of its Restricted Subsidiaries, (B) to the extent the relevant proceeds have otherwise been applied to make Investments, Restricted Payments or Restricted Debt Payments hereunder, (C) any Available Excluded Contribution Amount and (D) any Cure Amount;

(w) [reserved];

(x) [reserved];

(y) Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary incurred in connection with Sale and Lease-Back Transactions permitted pursuant to Section 6.08;

(z) Incremental Equivalent Debt; provided that no Specified Event of Default shall exist immediately prior to or after giving effect to such Incremental Equivalent Debt (except in connection with any acquisition or other Investment or irrevocable repayment or redemption of Indebtedness, where no such Specified Event of Default shall exist at the time as elected by the Parent Guarantor pursuant to Section 1.04(e)); provided, further, that the aggregate principal amount of Incremental Equivalent Debt outstanding in respect of any Restricted Subsidiaries that are not Loan Parties shall not exceed the greater of \$270,000,000 and 50% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period;

(aa) Indebtedness (including obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments with respect to such Indebtedness) incurred by the Parent Guarantor and/or any Restricted Subsidiary in respect of workers' compensation claims (or other Indebtedness in respect of reimbursement type obligations regarding workers' compensation claims), unemployment insurance (including premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance;

(bb) Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary representing (i) deferred compensation to Permitted Payees in the ordinary course of business and (ii) deferred compensation or other similar arrangements in connection with any Permitted Acquisition or any other Investment permitted hereby;

(cc) Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary in respect of any letter of credit or bank guarantee issued in favor of any issuing bank or swingline lender to support any defaulting lender's participation in letters of credit issued, or swingline loans made, hereunder;

(dd) Indebtedness of the Parent Guarantor or any Restricted Subsidiary supported by any letter of credit issued hereunder or under any Additional Letter of Credit Facility or any other letters of credit or bank guarantees permitted hereunder;

(ee) unfunded pension fund and other employee benefit plan obligations and liabilities incurred by the Parent Guarantor and/or any Restricted Subsidiary in the ordinary course of business to the extent that the unfunded amounts would not otherwise cause an Event of Default under Section 8.01(i) or Section 8.01(m);

(ff) without duplication of any other Indebtedness, all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses and charges with respect to Indebtedness of the Parent Guarantor and/or any Restricted Subsidiary hereunder;

(gg) [reserved];

(hh) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(ii) [reserved];

(jj) [reserved];

(kk) (i) Indebtedness in connection with bankers' acceptances, discounted bills of exchange or the discounting or factoring of receivables for credit management purposes, in each case incurred or undertaken in the ordinary course of business on arm's-length commercial terms and (ii) the incurrence of Indebtedness attributable to the exercise of appraisal rights or the settlement of any claims or actions (whether actual, contingent or potential) with respect to any acquisition (by merger, consolidation or amalgamation or otherwise) in accordance with the terms hereof;

(ll) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any subsidiary of the Parent Guarantor to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than within the United States; and

(mm) Indebtedness arising under a Qualified Receivables Facility; provided that, other than with respect to any Existing Qualified Receivables Facility, the aggregate principal amount of Indebtedness outstanding pursuant to this clause (mm) that is recourse (other than pursuant to Standard Securitization Undertakings) to the Parent Guarantor or any of its Restricted Subsidiaries (other than a Receivables Subsidiary) shall not exceed the greater of \$110,000,000 and 20% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period.

Section 6.02. Liens. The Parent Guarantor and each other Loan Party shall not, nor shall it permit any Restricted Subsidiary to, create, incur, assume or permit or suffer to exist any Lien on or with respect to any property of any kind owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, except:

(a) Liens created pursuant to the Loan Documents securing the Obligations (including any Cash collateralization of Letters of Credit as set forth in Section 2.05);

(b) Liens for Taxes or other governmental charges which are not overdue for a period of more than 60 days or, if more than 60 days overdue (i) are not at such time required to be paid pursuant to Section 5.03, (ii) are being contested in accordance with Section 5.03 or (iii) with respect to which the failure to make payment would not reasonably be expected to have a Material Adverse Effect;

(c) statutory or common law Liens (and rights of set-off) of landlords, sub landlords, construction contractors, banks, carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by applicable Requirements of Law, in each case incurred in the ordinary course of business (i) for amounts not yet overdue by more than 60 days, (ii) for amounts that are overdue by more than 60 days (A) that are being contested in good faith by appropriate proceedings, so long as any reserves or other appropriate provisions required by IFRS have been made for any such contested amounts or (B) with respect to which no filing or other action has been taken to enforce such Lien or (iii) with respect to which the failure to make payment would not reasonably be expected to have a Material Adverse Effect;

(d) Liens incurred (i) in the ordinary course of business in connection with workers' compensation, unemployment insurance, health, disability or employee benefits and other types of social security laws and regulations, or otherwise securing obligations incurred under Section 6.01(aa), (ii) in the ordinary course of business to secure the performance of tenders, statutory obligations, warranties,

surety, stay, customs and appeal bonds, bids, leases, government contracts, trade contracts (including customer contracts), indemnitees, performance, completion and return-of-money bonds and other similar obligations (including those to secure (x) obligations incurred under Section 6.01(e), (y) health, safety and environmental obligations and (y) letters of credit and bank guarantees required or requested by any Governmental Authority in connection with any contract or Requirement of Law) (exclusive of obligations for the payment of borrowed money), (iii) pursuant to pledges and deposits of Cash or Cash Equivalents in the ordinary course of business securing (x) any liability for reimbursement (including in respect of deductibles, self-insurance retention amounts and premiums and adjustments related thereto), premium or indemnification (including obligations in respect of letters of credit, bank guarantees or similar documents or instruments for the benefit of) obligations of insurance brokers or carriers providing property, casualty, liability or other insurance or self-insurance to the Parent Guarantor and its subsidiaries (including deductibles, self-insurance, co-payment, co-insurance and retentions) or (y) leases, sub-leases, licenses or sub-licenses of property otherwise permitted by this Agreement and (iv) to secure obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments posted with respect to the items described in clauses (i) through (iii) above;

(e) Liens consisting of easements, covenants, conditions, site plan agreements, development agreements, operating agreements, cross-easement agreements, reciprocal easement agreements and encumbrances, applicable laws and municipal ordinances, rights-of-way, rights, waivers, reservations, restrictions, encroachments, servitudes for railways, sewers, drains, gas and oil and other pipelines, gas and water mains, electric light and power and telecommunication, telephone or telegraph or cable television conduits, poles, wires and cables and other similar protrusions or encumbrances, agreements and other similar matters of fact or record and matters that would be disclosed by a survey or inspection of any real property and other minor defects or irregularities in title, in each case (x) which do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Parent Guarantor and/or its Restricted Subsidiaries, taken as a whole, or materially interfere with the use of the affected property for its intended purpose or (y) where the failure to have such title or having such Lien would not reasonably be expected to have a Material Adverse Effect;

(f) Liens consisting of any (i) interest or title of a lessor, sub-lessor, licensor or sub-licensor under any lease, sub-lease, license, sub-license or similar arrangement of real estate or other property (including any technology or intellectual property) permitted hereunder, (ii) landlord lien arising by law or permitted by the terms of any lease, sub-lease, license, sub-license or similar arrangement, (iii) restriction or encumbrance to which the interest or title of such lessor, sub-lessor, licensor or sub-licensor may be subject, (iv) subordination of the interest of the lessee, sub-lessee, licensee or sub-licensee under such lease, sub-lease, license, sub-license or similar arrangement to any restriction or encumbrance referred to in the preceding clause (iii) or (v) deposit of cash with the owner or lessor of premises leased and operated by the Parent Guarantor or any Restricted Subsidiary in the ordinary course of business to secure the performance of obligations under the terms of the lease for such premises;

(g) Liens (i) solely on any Cash (or Cash Equivalent) earnest money deposits (including as part of any escrow arrangement) made by the Parent Guarantor and/or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement with respect to any Investment permitted hereunder (or to secure letters of credit, bank guarantees or similar instruments posted in respect thereof), (ii) on advances of Cash or Cash Equivalents in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 6.06(b), (c), (e), (f), (n), (g), (r), (x), (y) or (kk) to be applied against the purchase price for such Investment or (iii) consisting of (A) an agreement to Dispose of any property in a Disposition permitted under Section 6.07 and/or (B) the pledge of Cash or Cash Equivalents as part of an escrow or similar arrangement required in any Disposition permitted under Section 6.07;

(h) precautionary or purported Liens evidenced by the filing of UCC financing statements, PPSA financing statements, or similar financing statements under applicable Requirements of Law relating solely to (i) operating leases or consignment or bailee arrangements entered into in the ordinary course of business, (ii) the sale of accounts receivable in the ordinary course of business for which a UCC financing statement, PPSA financing statement, or similar financing statement under applicable Requirements of Law is required and/or (iii) the sale of Receivables Facility Assets and related assets in connection with any Qualified Receivables Facility;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) Liens in connection with any zoning, building or similar Requirement of Law or right reserved to or vested in any Governmental Authority to control or regulate the use of any dimensions of real property or any structure thereon, including Liens in connection with any condemnation, expropriation or eminent domain proceeding or compulsory purchase order;

(k) Liens securing Indebtedness permitted pursuant to Section 6.01(p) (solely with respect to the permitted extension, refinancing, refunding or replacement of Indebtedness permitted pursuant to Sections 6.01(a), (c), (f), (i), (j), (m), (n), (r), (u), (v), (y), (z) and (dd)); provided that (i) no such Lien extends to any asset not covered or required to be covered by the Lien securing the Indebtedness that is being refinanced other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien and (B) proceeds and products thereof, replacements, accessions or additions thereto and improvements thereon (it being understood that such extensions, refinancings, refundings or replacements of individual financings of the type permitted under Section 6.01(m) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates) (ii) if the Indebtedness being refinanced was subject to intercreditor arrangements in respect of Liens on Collateral, then any refinancing Indebtedness in respect thereof secured by Liens on Collateral shall be subject to intercreditor arrangements not materially less favorable to the Secured Parties, taken as a whole, than the intercreditor arrangements governing the Indebtedness that is refinanced or the intercreditor arrangements governing the relevant refinancing Indebtedness shall be set forth in an Acceptable Intercreditor Agreement and (iii) utilization of this clause (k) shall not increase capacity under clause (u) below;

(l) (x) Liens existing on, or contractually committed or contemplated as of, the Closing Date and, with respect to each such Lien securing Indebtedness in an aggregate committed or principal amount in excess of \$10,000,000, described on Schedule 6.02 and in each case of the foregoing sub-clauses, any modification, replacement, refinancing, renewal or extension thereof; provided that (i) no such Lien extends to any additional property other than property required to be covered thereby or (A) after-acquired property that is affixed or incorporated into the property covered by such Lien and (B) proceeds and products thereof, replacements, accessions or additions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(m) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates) and (ii) any such modification, replacement, refinancing, renewal or extension of the obligations secured or benefited by such Liens, if constituting Indebtedness, is permitted by Section 6.01 and (y) Liens on the Collateral securing the Senior Notes that are subject to an Acceptable Intercreditor Agreement;

(m) Liens arising out of Sale and Lease-Back Transactions permitted under Section 6.08;

(n) Liens securing Indebtedness permitted pursuant to Section 6.01(m); provided that any such Lien shall encumber only the assets (including Capital Stock) acquired, constructed, repaired,

replaced or improved with the proceeds of such Indebtedness, or the assets subject to the Sale and Lease-Back Transaction, as applicable, and proceeds and products thereof, replacements, accessions or additions thereto and improvements thereon and customary security deposits with respect thereto (it being understood that individual financings of the type permitted under Section 6.01(m), provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates);

(o) Liens securing Indebtedness permitted pursuant to Section 6.01(n), on the relevant acquired assets or on the Capital Stock and assets of the relevant Restricted Subsidiary; provided that no such Lien (x) extends to or covers any other assets (other than the proceeds or products thereof, replacements, accessions or additions thereto and improvements thereon, it being understood that individual financings of the type permitted under Section 6.01(m), provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates) or (y) was created in contemplation of the applicable acquisition of assets or Capital Stock;

(p) (i) Liens that are contractual rights of set-off or netting or pledge relating to (A) the establishment of depositary relations with banks or other financial institutions not granted in connection with the issuance of Indebtedness, (B) pooled deposit or sweep accounts of the Parent Guarantor and/or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Parent Guarantor and/or any Restricted Subsidiary, (C) purchase orders and other agreements entered into with customers of the Parent Guarantor and/or any Restricted Subsidiary in the ordinary course of business and (D) commodity trading or other brokerage accounts incurred in the ordinary course of business, (ii) Liens encumbering reasonable customary initial deposits and margin deposits, (iii) bankers Liens and rights and remedies as to Deposit Accounts or similar accounts, (iv) Liens of a collection bank arising under Section 4-208 or Section 4-210 of the UCC (or any similar Requirement of Law of any jurisdiction) on items in the ordinary course of business, (v) Liens (including rights of set-off) in favor of banking or other financial institutions arising as a matter of Law or under customary general terms and conditions encumbering deposits or other funds maintained with a financial institution and that are within the general parameters customary in the banking industry or arising pursuant to such banking institution's general terms and conditions and (vi) Liens on the proceeds of any Indebtedness permitted hereunder incurred in connection with any transaction permitted hereunder, which proceeds have been deposited into an escrow account on customary terms to secure such Indebtedness pending the application of such proceeds to finance such transaction or on Cash or Cash Equivalents set aside at the time of the incurrence of such Indebtedness to the extent such Cash or Cash Equivalents prefund the payment of interest or fees on such Indebtedness and are held in escrow pending application for such purpose;

(q) Liens on assets and Capital Stock of Restricted Subsidiaries that are not Loan Parties (including Capital Stock owned by such Persons) securing Indebtedness or other obligations of Restricted Subsidiaries that are not Loan Parties permitted pursuant to Section 6.01 (or not prohibited under this Agreement);

(r) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Parent Guarantor and/or its Restricted Subsidiaries;

(s) Liens disclosed in any Mortgage Policy delivered pursuant to Sections 5.12, 5.15 or 5.17 (as applicable) with respect to any Material Real Estate Asset, and any replacement, extension or renewal of any such Lien; provided that no such replacement, extension or renewal Lien shall cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal (and additions thereto, improvements thereon and the proceeds thereof);

- (t) Liens securing Indebtedness incurred pursuant to Section 6.01(z); provided that if any such Lien is on Collateral, the holders of such Indebtedness (or a representative thereof) shall be party to an Acceptable Intercreditor Agreement;
- (u) other Liens on assets securing Indebtedness or other obligations in an aggregate principal amount at the time of incurrence not to exceed the greater of \$220,000,000 and 40% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period and, at the election of the Parent Guarantor with respect to any such Liens on Collateral, the holders of such Indebtedness or obligations (or a representative thereof) may become party to an Acceptable Intercreditor Agreement;
- (v) (i) Liens on assets securing judgments, awards, attachments and/or decrees and notices of lis pendens and associated rights relating to litigation (including appeal bonds) being contested in good faith not constituting an Event of Default under Section 8.01(h) and (ii) any cash deposits securing any settlement of litigation;
- (w) (i) leases, licenses, subleases, sub-licenses or cross-licenses granted to others, (ii) assignments of IP Rights granted to a customer of the Parent Guarantor or any Restricted Subsidiary in the ordinary course of business which do not secure any Indebtedness or (iii) the rights reserved or vested in any Person (including any Governmental Authority) by the terms of any lease, sub-lease, license, sub-license, franchise, grant or permit held by the Parent Guarantor or any of the Restricted Subsidiaries or by a statutory provision, to terminate any such lease, sub-lease, license, sub-license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;
- (x) Liens on Securities or other assets that are the subject of repurchase agreements constituting Investments permitted under Section 6.06 arising out of such repurchase transaction;
- (y) Liens securing obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments permitted under Sections 6.01(d), (e), (g), (aa), (cc) and (dd);
- (z) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any assets or property and bailee arrangements in the ordinary course of business and permitted by this Agreement or (ii) by operation of law under Article 2 of the UCC (or any similar Requirement of Law of any jurisdiction);
- (aa) Liens (i) in favor of any Loan Party and/or (ii) granted by any non-Loan Party in favor of any Restricted Subsidiary that is not a Loan Party, in the case of each of clauses (i) and (ii), securing intercompany Indebtedness permitted under Section 6.01 or Section 6.06 or securing other intercompany obligations not prohibited hereunder;
- (bb) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;
- (cc) Liens on specific items of inventory or other goods and the proceeds thereof securing the relevant Person's obligations in respect of commercial letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;
- (dd) Liens under the Loan Documents securing obligations under Hedge Agreements in connection with any Derivative Transaction of the type described in Section 6.01(s);

- (ee) (i) Liens on Capital Stock of Joint Ventures or Unrestricted Subsidiaries securing capital contributions to, or obligations of, such Persons and (ii) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries;
- (ff) Liens on cash or Cash Equivalents arising in connection with the defeasance, discharge or redemption of Indebtedness;
- (gg) [reserved];
- (hh) Liens on assets not constituting Collateral securing obligations in an aggregate outstanding principal amount not to exceed the greater of \$135,000,000 and 25% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period;
- (ii) [reserved];
- (jj) undetermined or inchoate Liens, rights of distress and charges incidental to current operations that have not at such time been filed or exercised, or which relate to obligations not due or payable or, if due, the validity of such Liens are being contested in good faith by appropriate actions diligently conducted, if adequate reserves with respect thereto are maintained on the books of such Person in accordance with IFRS;
- (kk) with respect to any Foreign Subsidiary, Liens and privileges arising mandatorily by any Requirement of Law; provided such Liens and privileges extend only to the assets or Capital Stock of such Foreign Subsidiary and do not secure Indebtedness for borrowed money;
- (ll) ground leases or subleases in respect of real property on which facilities owned or leased by the Parent Guarantor or any of its Restricted Subsidiaries are located;
- (mm) Liens that are customary in the business of the Parent Guarantor and its Restricted Subsidiaries and that do not secure debt for borrowed money;
- (nn) security given to a public or private utility or any Governmental Authority as required in the ordinary course of business;
- (oo) receipt of progress payments and advances from customers in the ordinary course of business to the extent the same creates a Lien on the related inventory and proceeds;
- (pp) Liens arising pursuant to Section 107(l) of the Comprehensive Environmental Response, Compensation and Liability Act or similar provision of any applicable law;
- (qq) Liens in the nature of the right of setoff in favor of counterparties to contractual agreements with the Parent Guarantor or any Restricted Subsidiary in the ordinary course of business;
- (rr) Liens granted pursuant to a security agreement between the Parent Guarantor or any Restricted Subsidiary and a licensee of IP Rights to secure the damages, if any, incurred by such licensee resulting from the rejection of the license of such licensee in a bankruptcy, reorganization or similar proceeding with respect to the Parent Guarantor or such Restricted Subsidiary;
- (ss) Liens arising solely in connection with rights of dissenting equity holders pursuant to any Requirement of Law in respect of any Permitted Acquisition or other similar Investment;

(tt) Liens granted by any Loan Party organized under the laws of Canada or a province thereof to a landlord to secure the payment of rent and other obligations under a lease with such landlord for premises situated in the Province of Québec; provided that such Lien (i) is limited to the tangible assets located at or about such leased premises and (ii) is incurred in the ordinary course of business(a) for amounts not yet overdue or (b) for amounts that are overdue and that (in the case of any such amounts overdue for a period in excess of five days) are being contested in good faith by appropriate proceedings, so long as such reserves or other appropriate provisions, if any, as shall be required by IFRS shall have been made for any such contested amounts;

(uu) Liens under the Loan Documents in connection with Banking Services Obligations;

(vv) Liens on Receivables Facility Assets, and any other assets of any Receivables Subsidiary, incurred in connection with a Qualified Receivables Facility permitted by Section 6.01(mm); and

(ww) Liens on assets of non-Loan Parties securing Indebtedness permitted pursuant to Section 6.01(o).

Section 6.03. No Further Negative Pledges. The Parent Guarantor and each other Loan Party shall not, nor shall it permit any Restricted Subsidiary that is a Loan Party to, enter into any agreement prohibiting in any material respect the creation or assumption of any Lien upon any of its properties (other than Excluded Assets), whether now owned or hereafter acquired, for the benefit of the Secured Parties with respect to the Loan Document Obligations, except with respect to:

(a) restrictions relating to any asset (or all of the assets) of and/or the Capital Stock of the Parent Guarantor and/or any Restricted Subsidiary which are imposed pursuant to an agreement entered into in connection with any Disposition or other transfer, lease, sub-lease, license or sublicense of such asset (or assets) and/or all or a portion of the Capital Stock of the relevant Person that is permitted or not restricted by this Agreement;

(b) restrictions contained in the Loan Documents, any Incremental Equivalent Debt, any Qualified Receivables Facility or any Additional Letter of Credit Facility (and in any Indebtedness permitted under Section 6.01(p)) to the extent relating to any extension, refinancing, refunding or replacement of any of the foregoing);

(c) restrictions contained in any documentation governing any Indebtedness permitted by Section 6.01 (or related Lien permitted under Section 6.02) to the extent that such restrictions (w) only apply to the Persons obligated under such Indebtedness and their Restricted Subsidiaries or the assets intended to secure such Indebtedness, (x) are, taken as a whole, in the good-faith judgment of the Parent Guarantor, not materially more restrictive as concerning the Parent Guarantor or any Restricted Subsidiary than customary market terms for Indebtedness of such type, (y) are not materially more restrictive, taken as a whole, than the restrictions contained in this Agreement (as determined by the Parent Guarantor in good faith) or (z) will not materially impair the Borrowers' obligation or ability to make any payments required hereunder (as determined by the Parent Guarantor in good faith);

(d) restrictions by reason of customary provisions restricting assignments, subletting, licensing, sublicensing or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses, joint venture agreements, asset sale agreements, trading, netting, operating, construction, service, supply, purchase, sale or other agreements entered into in the ordinary course of business (each of the foregoing, a "**Covered Agreement**") (provided that such restrictions are

limited to the relevant Covered Agreement and/or the property or assets secured by such Liens or the property or assets subject to such Covered Agreement);

(e) Permitted Liens and restrictions in the agreements relating thereto that limit the right of the Parent Guarantor or any of its Restricted Subsidiaries to Dispose of or encumber the assets subject to such Liens;

(f) provisions limiting the Disposition, distribution or encumbrance of assets or property in joint venture agreements, sale and lease-back agreements, stock sale agreements and other similar agreements, which limitation is applicable only to the assets that are the subject of such agreements (or the Persons the Capital Stock of which is the subject of such agreement (or any “shell company” parent with respect thereto));

(g) any encumbrance or restriction assumed in connection with an acquisition of the property or Capital Stock of any Person, so long as such encumbrance or restriction relates solely to the Person and its subsidiaries (including the Capital Stock of the relevant Person or Persons) and/or property so acquired (or to the Person or Persons (and its or their subsidiaries) bound thereby) and was not created in contemplation of such acquisition;

(h) restrictions imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements (i) relating to the transfer of the assets of, or ownership interests in, the relevant partnership, limited liability company, joint venture or any similar Person (or any “shell company” parent with respect thereto), (ii) relating to such joint venture or its members and/or (iii) otherwise entered into in the ordinary course of business;

(i) restrictions on Cash or other deposits permitted under Section 6.02 and/or 6.06 and any net worth or similar requirements, including such restrictions or requirements imposed by Persons under contracts entered into in the ordinary course of business or for whose benefit such Cash or other deposits or net worth requirements exist;

(j) restrictions (i) set forth in documents which exist on the Closing Date (including the Senior Notes) or (ii) which are contemplated as of the Closing Date and, in the case of this clause (ii), set forth on Schedule 6.03;

(k) restrictions contained in documents governing Indebtedness of any Restricted Subsidiary that is not a Loan Party permitted hereunder (solely to the extent relating to the assets or Capital Stock of such Restricted Subsidiary);

(l) [reserved];

(m) provisions restricting the granting of a security interest in IP Rights contained in licenses, sublicenses or cross-licenses by the Parent Guarantor and its Restricted Subsidiaries of such IP Rights, which licenses, sublicenses and cross-licenses were entered into in the ordinary course of business (in which case such restriction shall relate only to such IP Rights);

(n) restrictions arising under or as a result of applicable Requirements of Law or the terms of any license, authorization, concession or permit issued or granted by a Governmental Authority;

(o) restrictions with respect to a Restricted Subsidiary that was previously an Unrestricted Subsidiary, pursuant to or by reason of an agreement that such Restricted Subsidiary is a party to or

entered into before the date on which such Subsidiary became a Restricted Subsidiary; provided that such agreement was not entered into in anticipation of an Unrestricted Subsidiary becoming a Restricted Subsidiary and any such restriction does not extend to any assets or property of the Parent Guarantor or any other Restricted Subsidiary other than the assets and property of such Subsidiary;

(p) [reserved];

(q) restrictions in any Hedge Agreement, any agreement relating to Banking Services and/or any agreement relating to Permitted Treasury Arrangements;

(r) other restrictions or encumbrances imposed by any amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of the contracts, instruments or obligations referred to in the preceding clauses of this Section; provided that no such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Parent Guarantor, materially more restrictive with respect to such encumbrances and other restrictions, taken as a whole, than those in effect prior to the relevant amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing;

(s) restrictions imposed in connection with any Qualified Receivables Facility or similar transaction permitted hereunder; and

(t) other restrictions or encumbrances which would not reasonably be expected to result in a Material Adverse Effect.

Section 6.04. Restricted Payments; Restricted Debt Payments.

(a) The Parent Guarantor shall not, and shall not permit any Restricted Subsidiary, to pay or make, directly or indirectly, any Restricted Payment, except that:

(i) Restricted Payments may be made by any Restricted Subsidiary of the Parent Guarantor to the Parent Guarantor or to any other Restricted Subsidiary; provided that in the case of a Restricted Payment made by non-Wholly-Owned Subsidiary, such Restricted Payment shall be made by such Subsidiary to each direct parent company of such Subsidiary on a pro rata basis (or on a more favorable basis from the perspective of the Parent Guarantor or any applicable Subsidiary thereof that is the direct parent company of such Subsidiary) based on their relative ownership interests;

(ii) the Parent Guarantor and its Restricted Subsidiaries may pay for the repurchase, redemption, retirement or other acquisition or retirement for value of Capital Stock held by any Permitted Payee:

(A) with Cash and Cash Equivalents (and including, to the extent constituting Restricted Payments, amounts paid in respect of promissory notes issued pursuant to Section 6.01(q)), in an aggregate amount not to exceed the greater of \$30,000,000 and 5% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period in any Fiscal Year, which, if not used in any Fiscal Year, may be carried forward to the immediately succeeding Fiscal Year (and deemed first applied in such subsequent Fiscal Year); plus

(B) with the proceeds of any sale or issuance of, or of any capital contribution in respect of, the Capital Stock of the Parent Guarantor (other than amounts constituting (x) a Cure Amount or (y) an Available Excluded Contribution Amount); plus

(C) with the net proceeds of any key-man life insurance policies; plus

(D) with the amount of any Cash bonuses otherwise payable to any Permitted Payee that are foregone in exchange for the receipt of Capital Stock of the Parent Guarantor pursuant to any compensation arrangement, including any deferred compensation plan;

(iii) the Parent Guarantor and its Restricted Subsidiaries may make additional Restricted Payments in an amount not to exceed (A) so long as no Event of Default exists or results therefrom, the portion, if any, of the Available Amount on such date that the Parent Guarantor elects to apply to this clause (iii)(A) plus (B) the portion, if any, of the Available Excluded Contribution Amount on such date that the Parent Guarantor elects to apply to this clause (iii)(B) (plus, without duplication of amounts referred to in this clause (B)), in an amount equal to the Net Proceeds from a Disposition of property or assets acquired after the Closing Date, if the acquisition of such property or assets was financed with Available Excluded Contribution Amounts up to the amount of such Available Excluded Contribution Amount, less any application thereof under Section 6.04(b)(vi) or Section 6.06(r);

(iv) the Parent Guarantor and its Restricted Subsidiaries may (A) make Cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Parent Guarantor, or in connection with dividends, share splits, reverse share splits (or any combination thereof) and mergers, consolidations, amalgamations or other business combinations, and acquisitions and other Investments permitted hereunder, (B) honor any conversion request by a holder of convertible Indebtedness, make any cash payments in lieu of fractional shares in connection with any conversion and make payments on convertible Indebtedness in accordance with its terms and (C) make Restricted Payments consisting of (x) payments made or expected to be made in respect of withholding or similar Taxes payable by any Permitted Payee and/or (y) repurchases of Capital Stock in consideration of the payments described in sub clause (x) above, including demand repurchases in connection with the exercise of stock options and the issuance of restricted stock units or similar stock based awards;

(v) the Parent Guarantor and its Restricted Subsidiaries may repurchase, redeem, acquire or retire Capital Stock upon (or make provisions for withholdings in connection with), the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock if such Capital Stock represents all or a portion of the exercise price of, or tax withholdings with respect to, such warrants, options or other securities convertible into or exchangeable for Capital Stock as part of a “cashless” exercise;

(vi) [reserved];

(vii) the Parent Guarantor and its Restricted Subsidiaries may make Restricted Payments with respect to any Capital Stock in an amount not to exceed an amount equal to 6.00% per annum of the Net Proceeds received by or contributed to the Parent Guarantor from (x) the Initial Public Offering and (y) any follow-on public offering after the Closing Date;

(viii) the Parent Guarantor and its Restricted Subsidiaries may make Restricted Payments to (i) redeem, repurchase, defease, discharge, retire or otherwise acquire any Capital Stock (“**Treasury Capital Stock**”) of the Parent Guarantor in exchange for, or out of the proceeds of the substantially concurrent sale (other than to the Parent Guarantor and/or any Restricted Subsidiary) of, Qualified Capital Stock of the Parent Guarantor (“**Refunding Capital Stock**”) and (ii) declare and pay dividends on any Treasury Capital Stock out of the proceeds of the substantially concurrent sale or issuance (other than to the Parent Guarantor or a Restricted Subsidiary) of any Refunding Capital Stock;

(ix) to the extent constituting a Restricted Payment, the Parent Guarantor may consummate any transaction permitted by Section 6.06 (other than Sections 6.06(j) and (t)), Section 6.07 (other than Section 6.07(g)) and Section 6.09 (other than Section 6.09(d));

(x) so long as no Event of Default exists or results therefrom, the Parent Guarantor and its Restricted Subsidiaries may make additional Restricted Payments in an aggregate amount not to exceed the greater of \$165,000,000 and 30% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period;

(xi) the Parent Guarantor and its Restricted Subsidiaries may pay any dividend or other distribution or consummate any redemption within 60 days after the date of the declaration thereof or the provision of a redemption notice with respect thereto, as the case may be, if at the date of such declaration or notice, the dividend, distribution or redemption contemplated by such declaration or redemption notice would have complied with the provisions of this Section 6.04(a);

(xii) [reserved];

(xiii) so long as no Event of Default exists or results therefrom, the Parent Guarantor and its Restricted Subsidiaries may make additional Restricted Payments so long as, as measured at the time provided for in Section 1.04(e), the Total Leverage Ratio would not exceed 3.50:1.00, calculated on a Pro Forma Basis;

(xiv) [reserved];

(xv) [reserved];

(xvi) [reserved];

(xvii) the Parent Guarantor and its Restricted Subsidiaries may make a distribution, by dividend or otherwise, of the Capital Stock of, or debt owed to any Loan Party or any Restricted Subsidiary by, any Unrestricted Subsidiary; provided that any such Capital Stock or debt that represents an Investment by the Parent Guarantor or any Restricted Subsidiary shall be deemed to continue to charge (as utilization) the respective clause under Section 6.06 pursuant to which such Investment was made;

(xviii) the Parent Guarantor and its Restricted Subsidiaries may make payments and distributions to satisfy dissenters’ rights (including in connection with, or as a result of, the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential)), pursuant to or in connection with any acquisition, merger, consolidation, amalgamation or Disposition that complies with Section 6.07 or any other transaction permitted hereunder;

(xix) the Parent Guarantor and its Restricted Subsidiaries may make a Restricted Payment in respect of payments made for the benefit of the Parent Guarantor or any Restricted Subsidiary to the extent such payments could have been made by the Parent Guarantor or any Restricted Subsidiary because such payments (A) would not otherwise be Restricted Payments and (B) would be permitted by Section 6.09;

(xx) the Parent Guarantor and its Restricted Subsidiaries may make a Restricted Payment in respect of any payments or deliveries in connection with (a) a Permitted Bond Hedge Transaction or (b) Permitted Warrant Transaction or Packaged Rights (i) by delivery of shares of the Parent Guarantor's Qualified Capital Stock or (ii) otherwise, to the extent of a payment or delivery received from a Permitted Bond Hedge Transaction (whether such payment or delivery on the Permitted Warrant Transaction is effected by netting, set-off or otherwise); and

(xxi) the Parent Guarantor and its Restricted Subsidiaries may make a Restricted Payment in respect of required withholding or similar non-U.S. Taxes with respect to any Permitted Payee and any repurchases of Capital Stock in consideration of such payments, including deemed repurchases in connection with the exercise of stock options or the issuance of restricted stock units or similar stock based awards.

(b) The Parent Guarantor shall not, nor shall it permit any Restricted Subsidiary to, make any voluntary prepayment in Cash on or in respect of principal of or interest on any Restricted Debt, including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Restricted Debt more than one year prior to the scheduled maturity date thereof (collectively, "**Restricted Debt Payments**"), except:

(i) any refinancing, purchase, defeasance, redemption, repurchase, repayment or other acquisition or retirement of any Restricted Debt made by exchange for, or out of the proceeds of, Refinancing Indebtedness permitted by Section 6.01;

(ii) payments as part of, or to enable another Person to make, an "applicable high yield discount obligation" catch-up payment;

(iii) payments of regularly scheduled principal and interest (including any penalty interest, if applicable) and payments of fees, expenses and indemnification obligations as and when due (other than payments with respect to Restricted Debt that are prohibited by the subordination provisions thereof);

(iv) additional Restricted Debt Payments in an aggregate amount not to exceed so long as no Event of Default exists or results therefrom, the greater of (x) \$165,000,000 and (y) 30% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period;

(v) (A) Restricted Debt Payments in exchange for, or with proceeds of any issuance of, Qualified Capital Stock of the Parent Guarantor and/or any capital contribution in respect of Qualified Capital Stock of the Parent Guarantor, (B) Restricted Debt Payments as a result of the conversion of all or any portion of any Restricted Debt into Qualified Capital Stock of the Parent Guarantor and (C) to the extent constituting a Restricted Debt Payment, payment-in-kind interest with respect to any Restricted Debt that is permitted under Section 6.01;

(vi) Restricted Debt Payments in an aggregate amount not to exceed (A) so long as no Event of Default exists or results therefrom, the portion, if any, of the Available Amount on such

date that the Parent Guarantor elects to apply to this clause (vi)(A) plus (B) the portion, if any, of the Available Excluded Contribution Amount on such date that the Parent Guarantor elects to apply to this clause (vi)(B) (plus, without duplication of amounts previously referred to in this clause (B), in an amount equal to the Net Proceeds from a Disposition of property or assets acquired after the Closing Date, if the acquisition of such property or assets was financed with Available Excluded Contribution Amounts up to the amount of such Available Excluded Contribution Amount, less any application thereof under Section 6.04(a)(iii) or 6.06(r));

(vii) so long as no Event of Default exists or results therefrom, additional Restricted Debt Payments so long as, as measured at the time provided for in Section 1.04(e), the Total Leverage Ratio would not exceed 3.75:1.00, calculated on a Pro Forma Basis;

(viii) [reserved];

(ix) [reserved];

(x) [reserved]; and

(xi) Restricted Debt Payments in respect of Restricted Debt permitted to be assumed pursuant to Section 6.01(n); provided that any such Restricted Debt Payment shall be deemed an Investment and shall only be permitted to the extent there exists the ability to make such Investment pursuant to Section 6.06 at such time.

Section 6.05. [Reserved].

Section 6.06. Investments. The Parent Guarantor and each other Loan Party shall not, nor shall it permit any Restricted Subsidiary to, make or own any Investment in any other Person except:

(a) Investments in assets that are Cash or Cash Equivalents, or investments that were Cash or Cash Equivalents at the time made;

(b) (i) Investments existing on the Closing Date in the Parent Guarantor, any Subsidiary and/or any Joint Venture and any modification, replacement, renewal or extension thereof so long as no such modification, replacement, renewal or extension thereof increases the amount of such Investment except by the terms thereof (including as a result of the accrual or accretion of interest or original issue discount or the issuance of payment-in-kind securities) or as otherwise permitted by this Section 6.06 (ii) Investments made after the Closing Date among the Parent Guarantor and/or one or more Restricted Subsidiaries;

(c) Investments (i) constituting deposits, prepayments and/or other credits to suppliers or other trade counterparties, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and/or (iii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, in the ordinary course of business or, in the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies to the Parent Guarantor or any Restricted Subsidiary;

(d) Investments in any Similar Business (including any Joint Venture engaged in a Similar Business), in an outstanding amount in the aggregate for clauses (i) and (ii) not to exceed the greater of \$135,000,000 and 25% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period;

(e) Permitted Acquisitions;

(f) (i) Investments existing on, or contractually committed to or contemplated as of, the Closing Date and, with respect to any such Investment in excess of \$10,000,000, described on Schedule 6.06 and (ii) any modification, replacement, renewal or extension of any Investment described in clause (i) above so long as no such modification, renewal or extension thereof increases the amount of such Investment except by the terms thereof (including as a result of the accrual or accretion of interest or original issue discount or the issuance of payment-in-kind securities) or as otherwise permitted by this Section 6.06;

(g) Investments received in lieu of Cash in connection with any Disposition permitted by Section 6.07 or any other disposition of assets not constituting a Disposition;

(h) loans or advances to Permitted Payees to the extent permitted by Requirements of Law, either (i) in an aggregate principal amount not to exceed the greater of \$85,000,000 and 15% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period at any one time outstanding, (ii) so long as the proceeds of such loan or advance are substantially contemporaneously contributed to the Parent Guarantor for the purchase of Qualified Capital Stock of the Parent Guarantor or (iii) so long as no Cash or Cash Equivalents are advanced in connection with such loan or advance;

(i) Investments consisting of rebates and extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;

(j) Investments consisting of (or resulting from) Indebtedness permitted under Section 6.01 (including guarantees thereof) (other than Indebtedness permitted under Sections 6.01(b) and (h)), Permitted Liens, Restricted Payments permitted under Section 6.04 (other than Section 6.04(a)(ix)), Restricted Debt Payments permitted by Section 6.04 and mergers, consolidations, amalgamations, liquidations, windings up, dissolutions or Dispositions permitted by Section 6.07 (other than Section 6.07(a)) (if made in reliance on sub-clause (ii)(y) of the proviso thereto), Section 6.07(b) (if made in reliance on clause (ii) of the proviso thereto), Section 6.07(c)(ii) (if made in reliance on clause (B) therein) and Section 6.07(g) and transactions permitted by Section 6.09 (other than Section 6.09(d));

(k) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers, vendors, suppliers, licensors, sublicensors, licensees and sublicensees;

(l) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy, work-out, reorganization or recapitalization of any Person, (ii) in settlement or compromise of delinquent obligations of, or other disputes with or judgments against, customers, trade-creditors, suppliers, licensees and other account debtors arising in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon bankruptcy or insolvency of any customer, trade creditor, supplier, licensee or other account debtor, (iii) in satisfaction of judgments against other Persons, (iv) as a result of foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (v) in settlement, compromise or resolution of litigation, arbitration or other disputes;

(m) loans and advances of payroll payments or other compensation to present or former employees, directors, members of management, officers, managers or consultants of the Parent Guarantor and/or any subsidiary in the ordinary course of business;

(n) Investments to the extent that payment therefor is made solely with Qualified Capital Stock of the Parent Guarantor to the extent not resulting in a Change of Control;

(o) (i) Investments of any Restricted Subsidiary acquired after the Closing Date, or of any Person acquired by, or merged into or consolidated or amalgamated with, the Parent Guarantor or any Restricted Subsidiary after the Closing Date, in each case as part of an Investment otherwise permitted by this Section 6.06 to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of the relevant acquisition, merger, amalgamation or consolidation and (ii) any modification, replacement, renewal or extension of any Investment permitted under clause (i) of this Section 6.06(o) so long as no such modification, replacement, renewal or extension thereof increases the amount of such Investment except as otherwise permitted by this Section 6.06;

(p) [reserved];

(q) Investments made after the Closing Date by the Parent Guarantor and/or any of its Restricted Subsidiaries in an aggregate amount at any time outstanding not to exceed:

(i) the greater of \$220,000,000 and 40% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period, plus

(ii) in the event that (A) the Parent Guarantor or any of its Restricted Subsidiaries makes any Investment after the Closing Date in any Person that is not a Restricted Subsidiary and (B) such Person subsequently becomes a Restricted Subsidiary, an amount equal to 100% of the amount of Investments in such Person outstanding pursuant to this clause (q) as of the date on which such Person becomes a Restricted Subsidiary;

(r) Investments made after the Closing Date by the Parent Guarantor and/or any of its Restricted Subsidiaries in an aggregate outstanding amount not to exceed (i) the portion, if any, of the Available Amount on such date that the Parent Guarantor elects to apply to this clause (r)(i) plus (ii) the portion, if any, of the Available Excluded Contribution Amount on such date that the Parent Guarantor elects to apply to this clause (r)(ii) (plus, without duplication of amounts referred to in this clause (ii), in an amount equal to the Net Proceeds from a Disposition of property or assets acquired after the Closing Date, if the acquisition of such property or assets was financed with Available Excluded Contribution Amounts up to the amount of such Available Excluded Contribution Amount, less any application thereof under Section 6.04(a)(iii) or Section 6.04(b)(vi));

(s) (i) Guarantees of leases or subleases (in each case other than Finance Leases) or of other obligations not constituting Indebtedness, (ii) Guarantees of the lease obligations of suppliers, customers, franchisees and licensees of the Parent Guarantor and/or its Restricted Subsidiaries, in each case, in the ordinary course of business and (iii) Investments consisting of Guarantees of any supplier's obligations in respect of commodity contracts, including Derivative Transactions, solely to the extent such commodities related to the materials or products to be purchased by the Parent Guarantor or any Restricted Subsidiary;

(t) Investments in any Person in amounts and for purposes for which Restricted Payments to such Person are permitted under Section 6.04(a); provided that any Investment made as provided above in lieu of any such Restricted Payment shall reduce availability under the applicable Restricted Payment basket under Section 6.04(a);

(u) [reserved];

(v) Investments in subsidiaries and Joint Ventures in connection with reorganizations and/or restructurings, including any Permitted Reorganization and/or activities related to tax planning (including Investments in non-Cash or non-Cash Equivalents); provided that, after giving effect to any such reorganization, restructuring and/or related activity, the security interest of the Collateral Agent in the Collateral, taken as a whole, is not materially impaired (including by a material portion of the assets that constitute Collateral immediately prior to such reorganization, restructuring or tax planning activities no longer constituting Collateral) as a result of such reorganization, restructuring or tax planning activities;

(w) Investments arising under or in connection with any Derivative Transaction of the type permitted under Section 6.01(s);

(x) Investments made (A) in Joint Ventures or Unrestricted Subsidiaries, in an aggregate outstanding amount under this sub-clause (A) not to exceed the greater of \$135,000,000 and 25% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period, (B) in Joint Ventures, including in connection with the creation, formation and/or acquisition of any Joint Venture or (C) in any Restricted Subsidiary to enable such Restricted Subsidiary to create, form and/or acquire any Joint Venture, in an aggregate outstanding amount under sub-clauses (B) and (C) not to exceed the greater of \$135,000,000 and 25% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period; provided that if any Investment pursuant to this clause (x) is made in any Person that is not a Restricted Subsidiary at the date of making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall, at the election of the Parent Guarantor, be deemed to have been made pursuant to clause (b)(ii) above and shall cease to have been made under this clause (x);

(y) Investments made in joint ventures as required by, or made pursuant to, buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements in effect on the Closing Date or entered into after the Closing Date in the ordinary course of business;

(z) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable Requirements of Law;

(aa) Investments in connection with Permitted Treasury Arrangements;

(bb) Investments made in connection with any nonqualified deferred compensation plan or arrangement for any Permitted Payee;

(cc) [reserved];

(dd) so long as no Specified Event of Default exists or results therefrom, additional Investments so long as, as measured at the time provided for in Section 1.04(e), on a Pro Forma Basis, the Total Leverage Ratio does not exceed 4.00:1.00;

(ee) Investments consisting of the licensing, sublicensing or contribution of any intellectual property or other IP Rights pursuant to joint marketing, collaboration or other similar arrangements with other Persons;

(ff) [reserved];

(gg) [reserved];

(hh) Restricted Subsidiaries of the Parent Guarantor may be established or created if such Parent Guarantor and such Restricted Subsidiary comply with the requirements of Section 5.12, if applicable; provided that, in each case, to the extent such new Restricted Subsidiary is created solely for the purpose of consummating a transaction pursuant to an acquisition or other Investment permitted by this Section 6.06, and such new Restricted Subsidiary at no time holds any assets or liabilities other than any acquisition or Investment consideration contributed to it contemporaneously with the closing of such transaction, such new Restricted Subsidiary shall not be required to take the actions set forth in Section 5.12 until the respective acquisition is consummated (at which time the surviving entity of the respective transaction shall be required to so comply in accordance with the provisions thereof);

(ii) contributions in connection with compensation arrangements to a “rabbi” trust for the benefit of employees, directors, partners, members, consultants, independent contractors or other service providers or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Parent Guarantor or any of its Restricted Subsidiaries;

(jj) [reserved];

(kk) Investments consisting of earnest money deposits required in connection with purchase agreements or other acquisitions or Investments otherwise permitted under this Section 6.06 and any other pledges or deposits permitted by Section 6.02;

(ll) Term Loans repurchased by the Parent Guarantor or a Restricted Subsidiary pursuant to and subject to immediate cancellation in accordance with this Agreement and, to the extent permitted (or not prohibited) by Section 6.04(b), loans or other Indebtedness repurchased by the Parent Guarantor or a Restricted Subsidiary pursuant to and subject to immediate cancellation in accordance with the terms of any other Indebtedness;

(mm) Guarantee obligations of the Parent Guarantor or any Restricted Subsidiary in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any Restricted Subsidiary of the Parent Guarantor to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than within the United States;

(nn) Permitted Bond Hedge Transactions;

(oo) purchases and acquisitions of inventory, supplies, materials, services, equipment or similar assets in the ordinary course of business;

(pp) [reserved];

(qq) [reserved]; and

(rr) Investments in or relating to any Receivables Subsidiary that, in the good faith determination of the Parent Guarantor, are necessary or advisable to effect or operate a Qualified Receivables Facility (including any contribution of replacement or substitute assets to such Subsidiary) or any repurchases in connection therewith (including, without limitation, (x) repurchases to unwind any Qualified Receivables Facility and (y) the contribution or lending of Cash or Cash Equivalents to Subsidiaries to finance the purchase of such assets from the Parent Guarantor or any Restricted Subsidiary or to otherwise fund required reserves and Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Receivables Facility or any related Indebtedness);

provided that, notwithstanding anything to the contrary in this Section 6.06, (i) the Parent Guarantor and its Restricted Subsidiaries shall not be permitted to transfer or license on an exclusive basis Material Intellectual Property to any Unrestricted Subsidiary; provided, that, for the avoidance of doubt, the Parent Guarantor and its Restricted Subsidiaries shall be permitted to grant non-exclusive licenses (or sublicenses) of any Material Intellectual Property to any Unrestricted Subsidiary and (ii) no Loan Party shall be permitted to transfer any of its ownership interest in the IP Rights included in the Principal Brands to any Restricted Subsidiary that is not a Loan Party; provided, that, for the avoidance of doubt, a Loan Party shall be permitted to grant licenses (or sublicenses) of any IP Rights included in the Principal Brands to any Restricted Subsidiary.

Section 6.07. Fundamental Changes; Disposition of Assets. The Parent Guarantor and each other Loan Party shall not, nor shall it permit any Restricted Subsidiary to, enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up, strike-off or dissolve themselves or appoint a restructuring officer (or suffer any liquidation, strike-off or dissolution), or make any Disposition of assets having a fair market value in excess of \$20,000,000 in a single transaction or in a series of related transactions or in excess of \$75,000,000 in the aggregate for all such transactions in any Fiscal Year, except:

(a) any Restricted Subsidiary may be merged, consolidated or amalgamated with or into the Parent Guarantor or any other Restricted Subsidiary; provided that (i) in the case of any such merger, consolidation or amalgamation with or into a Borrower, (A) such Borrower shall be the continuing or surviving Person or a Person that continues as an amalgamated corporation or (B) if the Person formed by or surviving any such merger, consolidation or amalgamation (including any immediate and successive mergers, consolidations or amalgamations of entities) is not a Borrower (any such Person succeeding such Borrower after giving effect to such transaction or transactions, the “**Successor Borrower**”), (x) the Successor Borrower shall be an entity organized or existing under the law of the jurisdiction of organization of such Borrower or a political subdivision thereof, (y) the Successor Borrower shall expressly assume the Loan Document Obligations of such Borrower, as applicable, in a manner reasonably satisfactory to the Administrative Agent and the Parent Guarantor shall have provided at least 30 days notice of such transaction to the Lenders and shall have provided at least three Business Days prior to the date of such transaction all information requested by any Lender at least 10 business days prior to such transaction to comply with applicable “know your customer” requirements and (z) except as the Administrative Agent may otherwise agree, each Guarantor, unless it is the other party to such merger, consolidation or amalgamation, shall have executed and delivered a reaffirmation agreement with respect to its obligations under the Loan Guarantee and the other Loan Documents; it being understood and agreed that if the foregoing conditions under clauses (x) through (z) are satisfied, the Successor Borrower will succeed to, and be substituted for, such Borrower under this Agreement and the other Loan Documents and (ii) in the case of any such merger, consolidation or amalgamation with or into any Subsidiary Guarantor, either (x) a Subsidiary Guarantor shall be the continuing or surviving Person or the continuing or surviving Person shall expressly assume the guarantee obligations of the Subsidiary Guarantor in a manner reasonably satisfactory to the Administrative Agent or (y) the relevant transaction shall be treated as an Investment and otherwise be made in compliance with Section 6.06;

(b) Dispositions (including of Capital Stock) among the Parent Guarantor and/or any Restricted Subsidiary (upon voluntary liquidation or otherwise); provided that any such Disposition by any Loan Party to any Person that is not a Loan Party shall be (i) for fair market value (as determined by such Person in good faith) or (ii) treated as an Investment and otherwise be made in compliance with Section 6.06 (other than on reliance of clause (j) thereof);

(c) (i) the liquidation or dissolution of any Restricted Subsidiary (other than a Borrower) if the Parent Guarantor determines in good faith that such liquidation or dissolution is in the best interests of the Parent Guarantor, is not materially disadvantageous to the Lenders, and the Parent Guarantor or any Restricted Subsidiary receives any assets of the relevant dissolved or liquidated Restricted Subsidiary; (ii) any merger, amalgamation, dissolution, liquidation or consolidation, the purpose of which is to effect (A) any Disposition otherwise permitted under this Section 6.07 (other than clause (a), clause (b) or this clause (c)) or (B) any Investment permitted under Section 6.06 (other than clause (j) thereof); provided that (i) in the case of any such merger, consolidation or amalgamation with or into the Parent Guarantor or a Borrower, (A) the Parent Guarantor or such Borrower shall be the continuing or surviving Person or a Person that continues as an amalgamated corporation or (B) if the Person formed by or surviving any such merger, consolidation or amalgamation (including any immediate and successive mergers, consolidations or amalgamations of entities) is not the Parent Guarantor or such Borrower (any such Person succeeding to the Parent Guarantor or such Borrower after giving effect to such transaction or transactions, the “**Successor Person**”), (x) the Successor Person shall be an entity organized or existing under the law of the jurisdiction of organization of the Parent Guarantor or such Borrower or a political subdivision thereof, (y) the Successor Person shall expressly assume the Loan Document Obligations of the Parent Guarantor or such Borrower, as applicable, in a manner reasonably satisfactory to the Administrative Agent and the Parent Guarantor shall have provided at least 30 days notice of such transaction to the Lenders and shall have provided at least three Business Days prior to the date of such transaction all information requested by any Lender at least 10 business days prior to such transaction to comply with applicable “know your customer” requirements and (z) except as the Administrative Agent may otherwise agree, each Guarantor, unless it is the other party to such merger, consolidation or amalgamation, shall have executed and delivered a reaffirmation agreement with respect to its obligations under the Loan Guarantee and the other Loan Documents; it being understood and agreed that if the foregoing conditions under clauses (x) through (z) are satisfied, the Successor Person will succeed to, and be substituted for, the Parent Guarantor or such Borrower, as applicable, under this Agreement and the other Loan Documents and (iii) the Parent Guarantor or any Restricted Subsidiary may be converted into another form of entity, in each case, so long as such conversion does not adversely affect the value of the Loan Guarantee or the Collateral, taken as a whole;

(d) (x) Dispositions of inventory or goods held for sale, equipment or other assets in the ordinary course of business (including on an intercompany basis) and (y) the leasing or subleasing of real property in the ordinary course of business;

(e) Dispositions of surplus, obsolete, used or worn out property or other property that, in the good faith judgment of the Parent Guarantor, is (A) no longer useful in its business (or in the business of any Restricted Subsidiary of the Parent Guarantor) or (B) otherwise economically impracticable or not commercially reasonable to maintain;

(f) Dispositions of Cash and/or Cash Equivalents or other assets that were Cash and/or Cash Equivalents when the relevant original Investment was made;

(g) Dispositions, mergers, amalgamations, consolidations or conveyances that constitute (or are made in order to effectuate) Investments permitted pursuant to Section 6.06 (other than Section 6.06(j)), Permitted Liens, Restricted Payments permitted by Section 6.04(a) (other than Section 6.04(a)(ix)) and Sale and Lease-Back Transactions permitted by Section 6.08;

(h) Dispositions for fair market value; provided that with respect to any single Disposition transaction or a series of related transactions with respect to assets having a fair market value in excess of the greater of \$45,000,000 and 7.5% of Consolidated Adjusted EBITDA as of the last day of the most

recently ended Test Period, at least 75% of the consideration for such Disposition, shall consist of Cash or Cash Equivalents (provided that for purposes of the 75% Cash consideration requirement, (u) the amount of any Indebtedness or other liabilities (other than Indebtedness or other liabilities that are expressly subordinated in right of payment to the Loan Document Obligations or that are owed to the Parent Guarantor or any Restricted Subsidiary) of the Parent Guarantor or any Restricted Subsidiary (as shown on such Person's most recent balance sheet (or in the notes thereto), or if the incurrence of such Indebtedness or other liability took place after the date of such balance sheet, that would have been shown on such balance sheet or in the notes thereto, as determined in good faith by the Parent Guarantor) that are (i) assumed by the transferee of any such assets and for which the Parent Guarantor and/or its applicable Restricted Subsidiary have been validly released by all relevant creditors in writing or (ii) otherwise cancelled or terminated in connection with such Disposition, (v) the amount of any trade-in value applied to the purchase price of any replacement assets acquired in connection with such Disposition, (w) future payments to be made in cash or Cash Equivalents owed to the Parent Guarantor or a Restricted Subsidiary in the form of licensing, royalty, earnout or milestone payment (or similar deferred cash payments), (x) any Securities or other obligations or assets received by the Parent Guarantor or any Restricted Subsidiary from such transferee (including earn-outs or similar obligations) that are converted by such Person into Cash or Cash Equivalents, or by their terms are required to be satisfied for Cash or Cash Equivalents (to the extent of the Cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition and (y) any Designated Non-Cash Consideration received in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (y), and clause (B)(1) of the proviso to Section 6.08 that is at that time outstanding, not in excess of the greater of \$135,000,000 and 25% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period, in each case shall be deemed to be Cash); provided, further, that the Net Proceeds of such Disposition shall be applied and/or reinvested as (and to the extent) required by Section 2.11(b)(ii);

(i) to the extent that (i) the relevant property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of the relevant Disposition are promptly applied to the purchase price of such replacement property;

(j) Dispositions of Investments in (or assets of) Joint Ventures or other non-Wholly-Owned Subsidiaries to the extent required by, or made pursuant to, buy/sell arrangements between joint venture or similar parties set forth in the relevant joint venture arrangements and/or similar binding arrangements, or made on a pro rata basis to the owners thereof (or on a greater than pro rata basis to the extent the recipient of such greater amount is the Parent Guarantor or a Restricted Subsidiary);

(k) Dispositions of notes receivable or accounts receivable in the ordinary course of business (including any discount and/or forgiveness thereof) or in connection with the collection or compromise thereof, or as part of any bankruptcy or similar proceeding;

(l) Dispositions and/or terminations of, or constituting, leases, subleases, licenses, sublicenses or cross-licenses (including the provision of software under any open source license), the Dispositions or terminations of which (i) do not materially interfere with the business of the Parent Guarantor and its Restricted Subsidiaries, (ii) relate to closed facilities or the discontinuation of any Product Line or (iii) are made in the ordinary course of business;

(m) (i) any termination of any lease, sublease, license or sub-license in the ordinary course of business (and any related Disposition of improvements made to leased real property resulting therefrom), (ii) any expiration of any option agreement in respect of real or personal property and (iii) any surrender

or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business;

(n) Dispositions of property subject to foreclosure, expropriation, forced disposition, casualty, eminent domain, expropriation or condemnation proceedings (including in lieu thereof or any similar proceeding);

(o) Dispositions or consignments of equipment, inventory or other assets (including leasehold or licensed interests in real property) with respect to facilities that are temporarily not in use, held for sale or closed;

(p) [reserved];

(q) Dispositions of non-core assets and sales of Real Estate Assets, in each case acquired in any acquisition or other Investment permitted hereunder, including such Dispositions (x) made in order to obtain the approval of any anti-trust authority or otherwise necessary or advisable in the good faith determination of the Parent Guarantor to consummate any acquisition or other Investment permitted hereunder or (y) which, within 90 days of the date of such acquisition or Investment, are designated in writing to the Administrative Agent as being held for sale and not for the continued operation of the Parent Guarantor or any of its Restricted Subsidiaries or any of their respective businesses;

(r) exchanges or swaps, including transactions covered by Section 1031 of the Code (or any comparable provision of any foreign jurisdiction), of property or assets so long as any such exchange or swap is made for fair value (as determined by the Parent Guarantor in good faith) for like property or assets or property, assets or services of greater value or usefulness to the business of the Parent Guarantor and its Restricted Subsidiaries as a whole, as determined in good faith by the Parent Guarantor; provided that upon the consummation of any such exchange or swap by any Loan Party, to the extent the property received does not constitute an Excluded Asset, the Collateral Agent has a perfected Lien with the same priority as the Lien held on the property or assets so exchanged or swapped;

(s) [reserved];

(t) (i) licensing and cross-licensing (including sub-licensing) arrangements involving any technology, intellectual property or other IP Rights of the Parent Guarantor or any Restricted Subsidiary in the ordinary course of business, (ii) Dispositions, abandonments, cancellations or lapses of intellectual property or other IP Rights, including issuances or registrations thereof, or applications for issuances or registrations thereof, in the ordinary course of business or which, in the good faith determination of the Parent Guarantor, are not necessary to the conduct of the business of the Parent Guarantor or its Restricted Subsidiaries or are obsolete or no longer economical to maintain in light of their use, and (iii) Dispositions of any technology, intellectual property or other IP Rights of the Parent Guarantor or any Restricted Subsidiary involving their customers in the ordinary course of business;

(u) terminations or unwinds of Derivative Transactions;

(v) Dispositions of Capital Stock of, or sales of Indebtedness or other Securities of, Unrestricted Subsidiaries, in each case other than Unrestricted Subsidiaries, the primary assets of which are Cash and/or Cash Equivalents;

- (w) Dispositions of Real Estate Assets and related assets in the ordinary course of business in connection with relocation activities for directors, officers, employees, members of management, managers or consultants, the Parent Guarantor and/or any Restricted Subsidiary;
- (x) Dispositions made to comply with any order or other directive of any Governmental Authority or any applicable Requirement of Law, including Dispositions of any Restricted Subsidiary's Capital Stock required to qualify directors;
- (y) any merger, consolidation, amalgamation, Disposition or conveyance the sole purpose of which is to reincorporate or reorganize a Restricted Subsidiary that is not a Borrower (provided that if such Restricted Subsidiary is a Loan Party it must satisfy the Collateral and Guarantee Requirement in such other jurisdiction to the extent otherwise required hereunder);
- (z) Dispositions constituting any part of a Permitted Reorganization;
- (aa) any sale of motor vehicles and information technology equipment purchased at the end of an operating lease and resold thereafter;
- (bb) other Dispositions involving assets with a fair market value of not more than, in the aggregate, the greater of \$135,000,000 and 25% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period;
- (cc) Dispositions contemplated on the Closing Date and described on Schedule 6.07 hereto;
- (dd) [reserved];
- (ee) any issuance, sale or Disposition of Capital Stock to directors, officers, managers or employees for purposes of satisfying requirements with respect to directors' qualifying shares and shares issued to foreign nationals, in each case as required by applicable Requirements of Law;
- (ff) any netting arrangement of accounts receivable between or among the Parent Guarantor and its Restricted Subsidiaries or among Restricted Subsidiaries of the Parent Guarantor made in the ordinary course of business;
- (gg) Dispositions of, or in connection with, any Convertible Indebtedness, any Permitted Bond Hedge Transaction, any Permitted Warrant Transaction or any Packaged Right (including upon settlement, repurchase, exchange, termination or unwind thereof);
- (hh) any "fee in lieu" or other Disposition of assets to any Governmental Authority that continue in use by the Parent Guarantor or any Restricted Subsidiary, so long as such Parent Guarantor or any Restricted Subsidiary may obtain title to such asset upon reasonable notice by paying a nominal fee;
- (ii) (i) the formation of any Restricted Subsidiary that is a Delaware Divided LLC and (ii) any Disposition to effect the formation of any Restricted Subsidiary that is a Delaware Divided LLC which Disposition is not otherwise prohibited hereunder; provided that in each case upon formation of a Delaware Divided LLC, the Parent Guarantor complies with Section 5.12 with respect to such Delaware Divided LLC to the extent applicable; and
- (jj) Dispositions or discounts of accounts receivable, or participations therein, or Receivables Facility Assets (including, without limitation, all trade receivables now owned or at any time hereafter acquired by the Parent Guarantor and/or any Restricted Subsidiary) or any disposition of the Capital

Stock in a Subsidiary all or substantially all of the assets of which are Receivables Facility Assets, or other rights to payment and related assets in connection with any Qualified Receivables Facility permitted by Section 6.01(ss).

To the extent that any Collateral is Disposed of as expressly permitted by this Section 6.07 to any Person other than a Loan Party, such Collateral shall automatically be sold free and clear of the Liens created by the Loan Documents (which Liens shall be automatically released upon the consummation of such Disposition) and the Collateral Agent and the Administrative Agent shall be irrevocably authorized to take, and shall take, any actions reasonably requested by the Parent Guarantor in writing or otherwise deemed appropriate in order to effect the foregoing.

Notwithstanding anything to the contrary in this Section 6.07, (i) the Parent Guarantor and its Restricted Subsidiaries shall not be permitted to transfer or license on an exclusive basis Material Intellectual Property to any Unrestricted Subsidiary; provided, that, for the avoidance of doubt, the Parent Guarantor and its Restricted Subsidiaries shall be permitted to grant non-exclusive licenses (or sublicenses) of any Material Intellectual Property to any Unrestricted Subsidiary, (ii) no Loan Party shall be permitted to transfer any of its ownership interest in the IP Rights included in the Principal Brands to any Restricted Subsidiary that is not a Loan Party; provided, that, for the avoidance of doubt, a Loan Party shall be permitted to grant licenses (or sublicenses) of any IP Rights included in the Principal Brands to any Restricted Subsidiary and (iii) neither the Parent Guarantor nor any of its Restricted Subsidiaries shall be permitted to transfer any of its ownership interest in the IP Rights included in the Principal Brands to any Person that is not the Parent Guarantor or a Subsidiary other than pursuant to clause (h) of this Section 6.07; provided, that, for the avoidance of doubt, a license (or sublicense) of any IP Rights included in the Principal Brands to any Person that is not the Parent Guarantor or a Subsidiary shall not be deemed a transfer as described in the foregoing clause (iii).

Section 6.08. Sale and Lease-Back Transactions. The Parent Guarantor and each other Loan Party shall not, nor shall it permit any Restricted Subsidiary to, directly or indirectly, become or remain liable as lessee or as a guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired, which the Parent Guarantor or the relevant Loan Party or Restricted Subsidiary (a) has sold or transferred or is to sell or to transfer to any other Person (other than the Parent Guarantor or any of its Restricted Subsidiaries) and (b) intends to use for substantially the same purpose as the property which has been or is to be sold or transferred by the Parent Guarantor or such Loan Party or Restricted Subsidiary to any Person (other than the Parent Guarantor or any of its Restricted Subsidiaries) in connection with such lease (such a transaction described herein, a “Sale and Lease-Back Transaction”); provided that any Sale and Lease-Back Transaction shall be permitted so long as either (A) the resulting Indebtedness, if any, is permitted by Section 6.01(m) or Section 6.01(z) or (B) the aggregate fair market value of the assets sold subject to all Sale and Lease-Back Transactions under this clause (B) shall not exceed (i) the greater of \$135,000,000 and 25% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period plus (ii) an unlimited amount provided that all Cash proceeds received in connection therewith are applied to prepay the Loan Document Obligations hereunder as set forth in Section 2.11(b).

Section 6.09. Transactions with Affiliates. The Parent Guarantor and each other Loan Party shall not, nor shall it permit any Restricted Subsidiary to, enter into any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) involving payment in excess of the greater of \$45,000,000 and 7.5% of Consolidated Adjusted EBITDA as of the last day of the most recently ended Test Period in any individual transaction with any of their respective Affiliates on terms that are substantially less favorable to such Parent Guarantor or such Loan Party or Restricted Subsidiary, as the case may be (as determined by the Parent Guarantor in good faith), than those that

might be obtained at the time in a comparable arm's-length transaction from a Person who is not an Affiliate; provided that the foregoing restriction shall not apply to:

- (a) any transaction between or among the Parent Guarantor and/or one or more Restricted Subsidiaries;
- (b) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans approved by the board of directors (or equivalent governing body) of the Parent Guarantor or any Restricted Subsidiary;
- (c) (i) any collective bargaining, employment, indemnification, expense reimbursement or severance agreement or compensatory (including profit sharing) arrangement entered into by the Parent Guarantor or any of its Restricted Subsidiaries with any Permitted Payee, (ii) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights or similar rights with any Permitted Payee and (iii) payments or other transactions pursuant to any management equity plan, employee compensation, benefit plan, stock option plan or arrangement, equity holder arrangement, supplemental executive retirement benefit plan, any health, disability or similar insurance plan, or any employment contract or arrangement which covers any Permitted Payee and payments pursuant thereto;
- (d) (i) any Restricted Payment or Investment permitted by this Agreement and (ii) any transaction specifically permitted by Sections 6.01(d) (bb) and (cc) and 6.03;
- (e) the existence of, or performance by the Parent Guarantor or any Restricted Subsidiary of its obligations under the terms of, any transaction or agreement in existence on the Closing Date and set forth on Schedule 6.09 and any amendment, modification or extension thereof to the extent such amendment, modification or extension, taken as a whole, is not materially (i) adverse to the Lenders or (ii) more disadvantageous to the Lenders than the relevant transaction in existence on the Closing Date;
- (f) [reserved];
- (g) [reserved];
- (h) (i) transactions with a Person that is an Affiliate of the Parent Guarantor (other than an Unrestricted Subsidiary) solely because the Parent Guarantor or any Restricted Subsidiary owns Capital Stock in such Person or Controls such Person and (ii) transactions with any Person that is an Affiliate solely because a director or officer of such Person is a director or officer of the Parent Guarantor or any Restricted Subsidiary;
- (i) any transaction or transactions approved by a majority of the disinterested members of the board of directors (or similar governing body) of the Parent Guarantor at such time;
- (j) Guarantees permitted or not restricted by Section 6.01 or Section 6.06;
- (k) [reserved];
- (l) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, members of the board of directors (or similar governing body), officers, employees, members of management, managers, consultants and independent contractors of the Parent Guarantor and/or any of its Restricted Subsidiaries in the ordinary course of business;

(m) transactions with customers, clients, suppliers, licensees, Joint Ventures, purchasers or sellers of goods or services or providers of employees or other labor entered into in the ordinary course of business, which are (i) fair to the Parent Guarantor and/or its applicable Restricted Subsidiary in the good faith determination of the board of directors (or similar governing body) of the Parent Guarantor or the senior management thereof or (ii) on terms not substantially less favorable to the Parent Guarantor and/or its applicable Restricted Subsidiary as might reasonably be obtained from a Person other than an Affiliate;

(n) the payment of reasonable out-of-pocket costs and expenses related to registration rights and indemnities provided to shareholders under any shareholder agreement and the existence or performance by the Parent Guarantor or any Restricted Subsidiary of its obligations under any such registration rights or shareholder agreement;

(o) (i) any purchase or redemption by the Parent Guarantor of the Capital Stock of (or contribution to the equity capital of) the Parent Guarantor and (ii) any intercompany loans made by Parent Guarantor to the Parent Guarantor or any Restricted Subsidiary;

(p) any transaction in respect of which the Parent Guarantor delivers to the Administrative Agent a letter addressed to the board of directors (or equivalent governing body) of the Parent Guarantor from an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction is fair to the Parent Guarantor or such Restricted Subsidiary from a financial point of view or stating that the terms, when taken as a whole, are not substantially less favorable to the Parent Guarantor or the applicable Restricted Subsidiary than might be obtained at the time in a comparable arm's length transaction from a Person who is not an Affiliate;

(q) [reserved];

(r) payments to or from, and transactions with, an Unrestricted Subsidiary in the ordinary course of business (including, any cash management or administrative activities related thereto);

(s) any lease entered into between the Parent Guarantor or any Restricted Subsidiary, as lessee, and any Affiliate of the Parent Guarantor, as lessor, and any transaction(s) pursuant to that lease, which lease is approved by a majority of the disinterested members of the board of directors or senior management of the Parent Guarantor in good faith;

(t) transactions undertaken in the ordinary course of business pursuant to membership in a purchasing consortium; and

(u) transactions set forth on Schedule 6.09 and any renewals or extensions thereof.

Section 6.10. [Reserved].

Section 6.11. [Reserved].

Section 6.12. Amendments of or Waivers with Respect to Restricted Debt. The Parent Guarantor and each other Loan Party shall not, nor permit any Restricted Subsidiary to, amend or otherwise modify the terms of any Restricted Debt (or the documentation governing any Restricted Debt) if the effect of such amendment or modification, together with all other amendments or modifications made, is materially adverse to the interests of the Lenders (in their capacities as such); provided that, for purposes of clarity, it is understood and agreed that the foregoing limitation shall not otherwise prohibit any Refinancing Indebtedness or any other replacement, refinancing, amendment, supplement,

modification, extension, renewal, restatement or refunding of any Restricted Debt, in each case, that is permitted under this Agreement in respect thereof.

Section 6.13. Canadian Pension Plans. No Loan Party shall and no Loan Party shall permit any of its Restricted Subsidiaries to, maintain, sponsor, administer, contribute to, participate in or assume or incur any liability in respect of any Canadian Defined Benefit Plan.

Section 6.14. [Reserved].

Section 6.15. Financial Covenants.

(a) On the last day of any Test Period (commencing with the Test Period for the Fiscal Quarter ended June 30, 2024), the Parent Guarantor shall not permit the First Lien Leverage Ratio to be greater than 5.00:1.00.

(b) On the last day of any Test Period (commencing with the Test Period for the Fiscal Quarter ended June 30, 2024), the Parent Guarantor shall not permit the Interest Coverage Ratio to be (i) for each such Test Period ending prior to December 31, 2025, less than 2.00 to 1.00, (ii) for each Test Period ending on or after December 31, 2025 but prior to December 31, 2026, less than 2.25 to 1.00 and (iii) for each Test Period ending on or after December 31, 2026, less than 2.50 to 1.00.

(c) Notwithstanding anything to the contrary in this Agreement, if the Parent Guarantor reasonably expects to fail (or has failed) to comply with Section 6.15(a) and/or (b) above for any Fiscal Quarter, the Parent Guarantor shall have the right (the “**Cure Right**”) (at any time during such Fiscal Quarter or thereafter until the date that is 15 Business Days after the date on which financial statements for such Fiscal Quarter are required to be delivered pursuant to Section 5.01(a) or (b), as applicable) to issue Permitted Equity for Cash or otherwise receive Cash contributions in respect of Permitted Equity (the “**Cure Amount**”), and thereupon the Parent Guarantor’s compliance with Section 6.15(a) and/or (b) shall be recalculated by increasing Consolidated Adjusted EBITDA (notwithstanding the absence of a related addback in the definition of “Consolidated Adjusted EBITDA”), solely for the purpose of determining compliance with Section 6.15(a) and/or (b) as of the end of such Fiscal Quarter and for applicable subsequent periods that include such Fiscal Quarter, by an amount equal to the Cure Amount. If, after giving effect to the foregoing recalculation (but not, for the avoidance of doubt, except as expressly set forth below, taking into account any immediate repayment of Indebtedness in connection therewith), the requirements of Section 6.15(a) and/or (b) would be satisfied, then the requirements of Section 6.15(a) and/or (b) shall be deemed satisfied as of the end of the relevant Fiscal Quarter with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of Section 6.15(a) and/or (b) that had occurred (or would have occurred) shall be deemed cured for the purposes of this Agreement. Notwithstanding anything herein to the contrary, (i) in each four consecutive Fiscal Quarters there shall be at least two Fiscal Quarters in which the Cure Right is not exercised, (ii) during the term of this Agreement, the Cure Right shall not be exercised more than five times, (iii) the Cure Amount shall be no greater than the amount required for the purpose of complying with Section 6.15(a) and/or (b), (iv) upon the Administrative Agent’s receipt of a written notice from the Parent Guarantor that the Parent Guarantor intends to exercise the Cure Right (a “**Notice of Intent to Cure**”), until the 15th Business Day following the date on which financial statements for the Fiscal Quarter to which such Notice of Intent to Cure relates are required to be delivered pursuant to Section 5.01(a) or (b), as applicable, neither the Administrative Agent (nor any sub-agent therefor) nor any Lender shall exercise any right to accelerate the Loans or terminate the Revolving Credit Commitments or any Additional Commitments, and none of the Administrative Agent (nor any sub-agent therefor) nor any Lender or Secured Party shall exercise any right to foreclose on or take possession of the Collateral or any

other right or remedy under the Loan Documents, in each case solely on the basis of the relevant Event of Default under Section 6.15(a) and/or (b), (v) for any Fiscal Quarter in which any Cure Amount is included as an increase to Consolidated Adjusted EBITDA as a result of any exercise of the Cure Right, such Cure Amount shall be (A) counted solely as an increase to Consolidated Adjusted EBITDA (and not as a reduction of any other Indebtedness (by netting or otherwise) for the purpose of determining compliance with Section 6.15(a) and/or (b), (provided, that, for any subsequent Fiscal Quarter, any portion of the Cure Amount that is actually applied to repay Indebtedness may be taken into account as a reduction of such Indebtedness so prepaid) and (B), disregarded for all other purposes, including the purpose of determining whether any financial ratio-based condition has been satisfied, the Applicable Rate or the availability of any carve-out set forth in Article 6 of this Agreement and (vi) no Revolving Lender or Issuing Bank shall be required to make any Revolving Loan or issue any Letter of Credit hereunder if an Event of Default under Section 6.15(a) and/or (b) exists during the 15 Business Day period during which the Parent Guarantor may exercise a Cure Right above unless and until the Cure Amount is actually received.

Section 6.16. No Flow-back to Switzerland. Each Borrower and each other Loan Party shall ensure that none of the amounts borrowed under this Agreement shall be used in a manner which would constitute a "use of proceeds in Switzerland" as interpreted by the Swiss Federal Tax Administration for purposes of Swiss Withholding Tax, unless a written confirmation (e.g., a countersigned tax ruling, in form and substance satisfactory to the Administrative Agent) is obtained from the Swiss Federal Tax Administration confirming that such use of proceeds in Switzerland may not trigger Swiss Withholding Tax consequences; it being understood that all costs and expenses incurred by the Loan Parties, the Administrative Agent and any Lender in connection with such written confirmation shall be paid and borne by the Borrowers.

ARTICLE 7
[RESERVED]

ARTICLE 8
EVENTS OF DEFAULT

Section 8.01. Events of Default. If any of the following events (each, an “**Event of Default**”) shall occur:

(a) Failure To Make Payments When Due. Failure by a Borrower to pay (i) any installment of principal of any Loan when due, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise, (ii) when due any amount payable to any Issuing Bank in reimbursement of any drawing under a Letter of Credit or (iii) any interest on any Loan, any fee or other non-principal amount due hereunder within five Business Days after the date due; or

(b) Default in Other Agreements. (i) Failure by the Parent Guarantor or any of its Restricted Subsidiaries to pay when due any principal of or interest on or any other amount payable in respect of one or more items of Indebtedness (other than (A) Indebtedness referred to in clause (a) above and (B) Indebtedness held by the Parent Guarantor or any Restricted Subsidiary) with an aggregate outstanding principal amount exceeding the Threshold Amount, in each case beyond the applicable notice period and grace period, if any, provided therefor; or (ii) breach or default by the Parent Guarantor or any of its Restricted Subsidiaries with respect to any other term of (A) one or more items of Indebtedness with an aggregate outstanding principal amount exceeding the Threshold Amount or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Indebtedness (other than, for the avoidance of doubt, with respect to Indebtedness consisting of Hedging Obligations, termination events or

equivalent events pursuant to the terms of the relevant Hedge Agreement which are not the result of any default thereunder by any Loan Party or any Restricted Subsidiary), in each case beyond the applicable notice period and grace period, if any, provided therefor, if the effect of such breach or default is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, such Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be or to require any Loan Party or any Restricted Subsidiary to repurchase such Indebtedness; provided that clause (ii) of this paragraph (b) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property securing such Indebtedness if such sale or transfer is permitted hereunder; provided, further, that (x) with respect to any breach or default referred to in clause (ii) above with respect to a financial covenant in any such Indebtedness (an “**Other Financial Covenant Event of Default**”), such breach or default shall only constitute an Event of Default hereunder with respect to the Term Loans if such breach or default has resulted in the acceleration of such Indebtedness and the termination of commitments thereunder or the Required Revolving Lenders have accelerated the Revolving Loans, terminated the commitments under the Revolving Facility and demand repayment of, or otherwise accelerated, the Indebtedness or other obligations under the Revolving Facility and have not rescinded such demand or acceleration (the “**Other Financial Covenant Standstill**”), (y) any failure, breach or default described under clauses (i) or (ii) above shall only constitute an Event of Default hereunder if such failure, breach or default is unremedied and is not waived by the holders of such Indebtedness prior to any termination of the Commitments or acceleration of the Loans pursuant to this Article 8 and (z) for the avoidance of doubt, any failure, breach or default described under clauses (i) or (ii) above shall not result in a Default or Event of Default hereunder while any notice period or grace period, if applicable to such failure, breach or default, remains in effect; or

(c) Breach of Certain Covenants. Failure of any Loan Party, as required by the relevant provision, to perform or comply with any term or condition contained in Section 5.01(e)(i), Section 5.02 (as it applies to the preservation of the existence of the Parent Guarantor or any Borrower) or Article 6; provided that, notwithstanding this clause (c), no breach or default by any Loan Party under Section 6.15 will constitute an Event of Default with respect to any Term Loans unless and until the Required Revolving Lenders have accelerated the Revolving Loans, terminated the commitments under the Revolving Facility and demanded repayment of, or otherwise accelerated, the Indebtedness or other obligations under the Revolving Facility and have not rescinded such demand or acceleration (the “**Financial Covenant Standstill**”); it being understood and agreed that any breach of Section 6.15(a) and/or (b) is subject to cure as provided in Section 6.15(c), and no Event of Default shall arise under Section 6.15(a) and/or (b) until the 15th Business Day after the day on which financial statements are required to be delivered for the relevant Fiscal Quarter under Section 5.01(a) or (b), as applicable, and then only to the extent the Cure Amount has not been received on or prior to such date.

(d) Breach of Representations, Etc. Any representation, warranty or certification made or deemed made by any Loan Party in any Loan Document or in any certificate required to be delivered in connection herewith or therewith (including, for the avoidance of doubt, any Perfection Certificate) shall be untrue in any material respect as of the date made or deemed made and, in the case of any representation or warranty that is capable of being cured, such untrue representation, warranty or certification shall remain untrue for a period of 30 days after notice from the Administrative Agent to the Parent Guarantor; it being understood and agreed that any breach of representation, warranty or certification resulting from any UCC continuation statement or PPSA financing change statement (or other similar statement) not being timely filed shall not result in an Event of Default under this Section 8.01(d) or any other provision of any Loan Document; or

(e) Other Defaults Under Loan Documents. Default by any Loan Party in the performance of or compliance with any term contained herein or in any of the other Loan Documents, other than any such term referred to in any other Section of this Section 8.01, which default has not been remedied or waived within 30 days after receipt by the Parent Guarantor of any written notice thereof from the Administrative Agent; or

(f) Involuntary Bankruptcy; Appointment of Receiver, Etc. (i) The entry by a court of competent jurisdiction of a decree or order for relief in respect of the Parent Guarantor or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary that is not a Borrower) (any such Person, a “**Specified Person**”) in an involuntary case under any Debtor Relief Law now or hereafter in effect, which decree or order is not stayed or dismissed; or any other similar relief shall be granted under any applicable federal, state, provincial or local law, which relief is not stayed or dismissed; or (ii) the commencement of an involuntary case against any Specified Person under any Debtor Relief Law; the entry by a court having jurisdiction in the premises of a decree or order for the appointment of a receiver, receiver and manager (preliminary) insolvency receiver, restructuring officer, liquidator, sequestrator, trustee, monitor, custodian or other officer having similar powers over any Specified Person, or over all or a substantial part of its property; or the involuntary appointment of an interim receiver, trustee or other custodian of any Specified Person for all or a substantial part of its property, which remains, in any case under this clause (f), undismissed, unvacated and unbonded pending appeal for 60 consecutive days; or

(g) Voluntary Bankruptcy; Appointment of Receiver, Etc. (i) The entry against any Specified Person of an order for relief, the commencement by any Specified Person of a voluntary case under any Debtor Relief Law, or the consent by any Specified Person to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case, under any Debtor Relief Law, or the consent by any Specified Person to the appointment of or taking possession by a receiver, receiver and manager, trustee, monitor or other custodian for all or a substantial part of its property; (ii) the making by any Specified Person of a general assignment for the benefit of creditors; or (iii) the admission by any Specified Person in writing of its inability to pay its debts as such debts become due; or

(h) Judgments and Attachments. The entry of one or more final money judgments, writs or warrants of attachment or similar process against any Specified Person (other than the Parent Guarantor) or any of its assets involving in the aggregate at any time an amount in excess of the Threshold Amount (in either case to the extent not adequately covered by indemnity from a third party as to which the indemnifying party has been notified and not denied its indemnification obligations, self-insurance (if applicable) or insurance as to which the relevant third party insurance company has been notified and not denied coverage), which judgment, writs or warrants of attachment or similar process remains unpaid, undischarged, unvacated, unbonded and unstayed pending appeal for a period of 60 consecutive days; or

(i) Employee Benefit Plans. The occurrence of one or more ERISA Events, which individually or in the aggregate result in liability of the Parent Guarantor or any of its Restricted Subsidiaries in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect and the same shall remain undischarged for a period of 30 consecutive days; or

(j) Change of Control. The occurrence of a Change of Control; or

(k) Guaranties, Collateral Documents and Other Loan Documents. At any time after the execution and delivery thereof (i) any material Loan Guarantee for any reason ceasing to be in full force and effect (other than in accordance with its terms or as a result of the occurrence of the Termination Date) or the repudiation in writing by any Loan Party of its obligations thereunder (in each case other than as a result of the discharge of such Loan Party in accordance with the terms thereof), (ii) this Agreement

or any material Collateral Document or any Lien on a material portion of the Collateral ceasing to be in full force and effect (other than by reason of a release of Collateral in accordance with the terms hereof or thereof, the occurrence of the Termination Date, any other termination of such Collateral Document in accordance with the terms thereof prior to the taking of post-Closing Date actions with respect to the Collateral Documents) or (iii) the contesting by any Loan Party in writing of the validity or enforceability of any material provision of any Loan Document (or any Lien on a material portion of the Collateral purported to be created by the Collateral Documents) or denial by any Loan Party in writing that it has any further liability (other than by reason of the occurrence of the Termination Date or any other termination of any Loan Document in accordance with the terms thereof), including with respect to future advances by the Lenders, under any Loan Document to which it is a party; it being understood and agreed that if the Collateral Agent ceases to maintain possession of any Collateral actually delivered to it or if UCC (or equivalent) continuation statements or PPSA financing change statements are not timely filed, such events shall not result in an Event of Default under this clause (k);

(l) Subordination. The Loan Document Obligations ceasing or the assertion in writing by any Loan Party that the Loan Document Obligations cease to constitute senior indebtedness under the subordination provisions of any document or instrument evidencing any permitted subordinated Junior Indebtedness in excess of the Threshold Amount (in each case, to the extent required by such subordination provision) or any such subordination provision being invalidated by a court of competent jurisdiction in a final non-appealable order or otherwise ceasing, for any reason, to be valid, binding and enforceable obligations of the parties thereto; or

(m) Canadian Defined Benefit Plans. (x) There shall occur one or more Canadian Defined Benefit Plan Termination Events that have had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (y) a Loan Party fails to make a required contribution to or payment under any Canadian Pension Plan when due and such failure has had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect

then, and in every such Event of Default (other than (x) an Event of Default with respect to the Parent Guarantor described in clause (f) or (g) of this Section 8.01 or (y) any Event of Default arising under Section 6.15), and at any time thereafter during the continuance of such Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Administrative Borrower, take any of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon such Commitments shall terminate immediately along with the obligation of Issuing Banks to issue any Letter of Credit, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers and (iii) require that the applicable Borrowers deposit in the LC Collateral Account an additional amount in Cash as reasonably requested by the Administrative Agent (not to exceed 103% of the relevant face amount of the then outstanding LC Exposure minus the amount then on deposit in the LC Collateral Account); provided that (A) upon the occurrence of an Event of Default with respect to the Parent Guarantor described in clause (f) or (g) of this Section 8.01, any such Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers, and the obligation of the applicable Borrowers to Cash collateralize the outstanding Letters of Credit as aforesaid shall automatically become effective, in each case without further action of the

Administrative Agent or any Lender and (B) during the continuance of any Event of Default arising under Section 6.15, after giving effect to the proviso to Section 8.01(c) or an Other Financial Covenant Event of Default (X) solely upon the request of the Required Revolving Lenders (but not the Required Lenders or any other Lender or group of Lenders), the Administrative Agent shall, by notice to the Administrative Borrower, (1) terminate the Revolving Credit Commitments, and thereupon such Revolving Credit Commitments shall terminate immediately, (2) declare the Revolving Loans and Swingline Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Revolving Loans and Swingline Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder in respect of the Revolving Loans and Swingline Loans, shall become due and payable immediately, without presentment, demand, protest or other notice in respect thereof of any kind, all of which are hereby waived by the Borrowers and (3) require that applicable Borrowers deposit in the LC Collateral Account an additional amount in Cash as reasonably requested by the Issuing Banks (not to exceed 103% of the relevant face amount of the then outstanding LC Exposure minus the amount then on deposit in the LC Collateral Account) and (Y) subject to the Financial Covenant Standstill and the Other Financial Covenant Standstill, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Administrative Borrower, declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers and (C) during the continuance of any Event of Default described in clause (j) of this Section 8.01, each Revolving Lender may take any of the following actions, at the same or different times, solely with respect to its own Revolving Credit Commitment, Revolving Loans and Letter of Credit, (1) terminate its Revolving Credit Commitment, and thereupon such Revolving Credit Commitment shall terminate immediately, (2) declare its Revolving Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Revolving Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder in respect of such Revolving Loans, shall become due and payable immediately, without presentment, demand, protest or other notice in respect thereof of any kind, all of which are hereby waived by the Borrowers and (3) require that the applicable Borrowers deposit in the LC Collateral Account an additional amount in Cash as reasonably requested by the Issuing Banks (not to exceed 103% of the relevant face amount of the then outstanding LC Exposure minus the amount then on deposit in the LC Collateral Account) to cash collateralize any Letters of Credit issued by such Revolving Lender in its capacity as an Issuing Lender. Upon the occurrence and during the continuance of an Event of Default, subject to any applicable intercreditor agreement, the Administrative Agent and/or the Collateral Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent and/or the Collateral Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC and the PPSA. Notwithstanding anything in this Article 8 to the contrary, neither the Required Lenders nor the Administrative Agent may take any action after the date that is two years after the earlier of (x) notice to the Administrative Agent of the Default or Event of Default or (y) disclosure to the Lenders of the applicable event leading to such Default or Event of Default; provided, further that it is understood and agreed that a press release, a filing with the SEC or a posting to the applicable Platform for the Facilities shall constitute notice to the Lenders; provided, further that, no such two year limitation shall apply if prior to the expiration of such two year period, the Administrative Agent has commenced any remedial action with respect to such Default or Event of Default or has provided the Administrative Borrower with a reservation of rights letter with respect to such Default or Event of Default.

ARTICLE 9
THE ADMINISTRATIVE AGENT AND THE COLLATERAL AGENT

Section 9.01. Appointment. Each of the Lenders and the Issuing Banks, on behalf of itself and its applicable Affiliates and in their respective capacities as such and as Secured Parties in respect of any Secured Hedging Obligations or Banking Services Obligations, as applicable, hereby irrevocably appoints JPM (or any successor appointed pursuant hereto) as Administrative Agent and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents and any other documents with respect to the rights of the Secured Parties and the Collateral as contemplated by this Agreement and the other Loan Documents, and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

Subject to Section 9.27, each of the Secured Parties hereby irrevocably appoints and authorizes Wilmington Trust (London) Limited (or any successor appointed pursuant hereto) as Collateral Agent to act as the agent of (and to hold any security interest created by the Loan Documents for and on behalf of or on trust for) such Secured Party and to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Collateral Agent under or in connection with the Loan Documents including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by the Loan Parties to secure any of the Obligations, to give and receive notices on behalf of the Secured Parties and to receive payments on behalf and for the account of the Secured Parties, and the Loan Parties will, in relation to any Collateral Document, only be obliged to communicate with the Collateral Agent, to take such actions on its behalf, including execution of the Collateral Documents and any other documents with respect to the rights of the Secured Parties and the Collateral as contemplated by this Agreement and the other Loan Documents, together with such powers, authorities and discretion as are reasonably incidental thereto. Each Secured Party agrees that any such actions by the Collateral Agent shall bind such Secured Party. In this connection, the Collateral Agent, as “collateral agent” and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 9.10 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent), shall be entitled to the benefits of all provisions of this Article 9 and Article 10 (as though such co-agents, sub-agents and attorneys-in-fact were the “collateral agent” under the Loan Documents) as if set forth in full herein with respect thereto.

Any Person serving as the Administrative Agent and/or Collateral Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and/or the Collateral Agent, and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated, unless the context otherwise requires or unless such Person is in fact not a Lender, include each Person serving as the Administrative Agent and/or Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any subsidiary of any Loan Party or other Affiliate thereof as if it were not the Administrative Agent and/or the Collateral Agent hereunder. The Lenders acknowledge that, pursuant to such activities, the Administrative Agent, the Collateral Agent or any of their respective Affiliates may receive information regarding any Loan Party or any of its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that neither the Administrative Agent nor the Collateral Agent shall be under any obligation to provide such information to them.

Neither the Administrative Agent nor the Collateral Agent shall have any duties or obligations except those expressly set forth in the Loan Documents to which it is expressed to be a party. Without limiting the generality of the foregoing, (a) neither the Administrative Agent nor the Collateral Agent shall be subject to any fiduciary or other implied duties under any Loan Document, regardless of whether a Default or Event of Default exists, and the use of the term “agent” herein and in the other Loan Documents with reference to the Administrative Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Requirements of Law; it being understood that such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties, (b) nothing in the Loan Documents shall constitute the Collateral Agent as an agent or trustee of any Loan Party, (c) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary power, except discretionary rights and powers that are expressly contemplated by the Loan Documents and which the Administrative Agent is required to exercise in writing as directed by the Required Lenders or Required Revolving Lenders (or such other number or percentage of the Lenders as shall be necessary under the relevant circumstances as provided in Section 10.02); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent, to liability or that is contrary to any Loan Document or applicable Requirements of Law and (c) except as expressly set forth in the Loan Documents, neither the Administrative Agent nor the Collateral Agent shall have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Parent Guarantor or any of its Restricted Subsidiaries that is communicated to or obtained by the Person serving as the Administrative Agent and/or Collateral Agent or any of its Affiliates in any capacity. Neither the Administrative Agent nor the Collateral Agent shall be liable to the Lenders or any other Secured Party for any action taken or not taken by it with the consent or at the request of the Required Lenders or Required Revolving Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent or the Collateral Agent, as applicable, shall believe in good faith shall be necessary, under the relevant circumstances as provided in Section 10.02) or in the absence of its own gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge of any and may assume that no Default or Event of Default has occurred unless and until written notice thereof is given to the Administrative Agent or the Collateral Agent by the Parent Guarantor or any Lender, and neither the Administrative Agent nor the Collateral Agent shall be responsible or liable for or have any duty to ascertain or inquire into (i) any statement, warranty, communication, notice, document or representation made in or in connection with any Loan Document, (ii) the contents of any certificate from any person, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance, exercise or observance (as applicable) of any covenant, agreement, right, power, authority, discretion or other term or condition set forth in any Loan Document or the occurrence of any Default or Event of Default, (iv) the legality, validity, enforceability, effectiveness, adequacy or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of any Lien on the Collateral or the existence, value or sufficiency of the Collateral, (vi) the satisfaction of any condition set forth in Article 4 or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent, (vii) any property, book or record of any Loan Party or any Affiliate thereof, (viii) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Administrative Agent, the Collateral Agent, the Arrangers, a Loan Party or any other person in or in connection with any Loan Document or the transactions contemplated in the Loan Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan Document, or (ix) any determination as to whether any information provided or to be provided to any Secured Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise; provided, further, that

the foregoing paragraph is solely for the benefit of each of the Administrative Agent and the Collateral Agent and not any Lender. The Collateral Agent shall not be bound to account to any other Secured Party for any sum or profit element of any sum received by it for its own account.

Without limiting anything to the foregoing, in relation to any Collateral Document governed by Swiss law (a "**Swiss Collateral Document**"),

(a) the Collateral Agent shall:

(i) hold, administer and (subject to the same having become enforceable and to the terms of this Agreement) realise any Collateral granted under a Swiss Collateral Document which is a Collateral transferred or assigned (*Sicherungsübereignung/Sicherungsabtretung*) or otherwise granted under a non-accessory security right (*nicht-akzessorische Sicherheit*) as a fiduciary (*Treuhänder*) in its own name but for the account of all Secured Parties which have the benefit of such Collateral in accordance with this Agreement and the respective Swiss Collateral Document; and

(ii) hold, administer and (subject to the same having become enforceable and to the terms of this Agreement) realise any Collateral granted under a Swiss Collateral Document which is pledged (*Pfandrecht*) or otherwise granted under an accessory security right (*akzessorische Sicherheit*) as a direct representative (*direkter Stellvertreter*) in the name and for the account of all Secured Parties which have the benefit of such Collateral in accordance with this Agreement and the respective Swiss Collateral Document.

(b) Each Secured Party which becomes a party to this Agreement ratifies and approves all acts and declarations previously done by the Collateral Agent on such Secured Party's behalf in relation to the creation of any pledge or other accessory security right in the name and for the account of any Secured Party in respect of the Swiss Collateral Documents.

(c) Each Secured Party (other than the Collateral Agent) hereby authorises the Collateral Agent to:

(i) accept as its direct representative (*direkter Stellvertreter*) any pledge or other accessory security right made to such Secured Party under or pursuant to a Swiss Collateral Document and to act and execute on its behalf as a direct representative (*direkter Stellvertreter*), subject to the terms of the applicable Swiss Collateral Document, amendments or releases of, accessions and alterations to, and to carry out similar dealings with regard to any Swiss Collateral Document which creates a pledge or any other accessory security right;

(ii) act on its behalf in connection with the preparation, execution and delivery of any Swiss Collateral Document and the perfection and monitoring of any Swiss Collateral Document;

(iii) execute on behalf of itself and each other Secured Party where relevant without the need for any further referral to, or authority from, any other person all necessary releases or confirmations of any Collateral and all amendments to the Swiss Collateral Documents; and

(iv) make all statements necessary or appropriate in connection with the foregoing paragraphs.

(d) Each of the Secured Parties hereby releases the Collateral Agent from the restrictions of representing several parties (*Doppel-/Mehrfachvertretung*) or engaging in self-dealing (*Insichgeschäft*)

and similar restrictions under any applicable law, in each case to the extent legally possible for such Secured Party. Any Secured Party prevented by applicable law or its constitutional documents to grant the release from the restrictions of representing several parties (*Doppel-/Mehrfachvertretung*) or engaging in self-dealing (*Selbstkontrahieren*) shall notify the Collateral Agent without undue delay.

Section 9.02. Instructions to the Collateral Agent.

(a) The Collateral Agent shall (i) unless a contrary indication appears in a Loan Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Collateral Agent in accordance with any instructions given to it by (A) all Lenders if the relevant Loan Document stipulates the matter is an all Lender decision; and (B) in all other cases, the Required Lenders (or Required Revolving Lenders, as applicable) (or, if this Agreement stipulates the matter is a decision for any other Secured Party or group of Secured Parties, from that Secured Party or group of Secured Parties); and (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above .

(b) The Collateral Agent shall be entitled to request instructions, or clarification of any instruction, from the Required Lenders (or Required Revolving Lenders, as applicable) (or, if the relevant Loan Document stipulates the matter is a decision for any other Loan Party or group of Loan Parties, from that Loan Party or group of Loan Parties) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Collateral Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.

(c) Save in the case of decisions stipulated to be a matter for any other Secured Party or group of Secured Parties under the relevant Loan Document and unless a contrary indication appears in a Loan Document, any instructions given to the Collateral Agent by the Required Lenders (or the Required Revolving Lenders, as applicable) shall override any conflicting instructions given by any other parties and will be binding on all Secured Parties.

(d) Paragraph (a) above shall not apply (i) where a contrary indication appears in a Loan Document; (ii) where a Loan Document requires the Collateral Agent to act in a specified manner or to take a specified action; and (iii) in respect of any provision which protects the Collateral Agent's own position in its personal capacity as opposed to its role of Collateral Agent for the relevant Secured Parties.

(e) If giving effect to instructions given by the Required Lenders (or the Required Revolving Lenders, as applicable) would (in the Collateral Agent's opinion) have an effect equivalent to an amendment or waiver referred to in Section 10.02, the Collateral Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each Party whose consent would have been required in respect of that amendment or waiver.

(f) In exercising any discretion to exercise a right, power or authority under the Loan Documents where it has not received any instructions as to the exercise of that discretion, the Collateral Agent shall do so having regard to the interests of all the Secured Parties.

(g) The Collateral Agent may refrain from acting in accordance with any instructions of any Secured Party or group of Secured Parties until it has received any indemnification and/or security and/or prefunding that it may in its discretion require (which may be greater in extent than that contained in the Loan Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable tax) which it may incur in complying with those instructions.

(h) Without prejudice to the remainder of this Section 9.02, in the absence of instructions, the Collateral Agent may act (or refrain from acting) as it considers to be in the best interest of the Secured Parties.

(i) Notwithstanding any other provision in a Loan Document, the Collateral Agent is not authorized to act on behalf of a Secured Party (without first obtaining that Secured Party's consent) in any legal or arbitration proceedings relating to any Loan Document. This paragraph (i) shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Collateral Documents or enforcement of the Collateral.

Section 9.03. Duties of the Collateral Agent. The duties of the Collateral Agent are solely mechanical and administrative in nature. The Collateral Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Collateral Agent for that Party by any other Party, and if the Collateral Agent receives a notice from a Party referring to any Loan Document, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Secured Parties. Except where a Loan Document specifically provides otherwise, the Collateral Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

Section 9.04. Rights and discretions of the Collateral Agent.

(a) The Collateral Agent may act in relation to the Loan Documents and the Collateral through its officers, employees and agents and shall not: (i) be liable for any error of judgement made by any such person; or (ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person, unless such error or such loss was directly caused by the Collateral Agent's gross negligence or willful misconduct.

(b) Unless a Loan Document expressly provides otherwise, the Collateral Agent may disclose to any other Party any information it reasonably believes it has received as Collateral Agent under the Loan Documents.

(c) Notwithstanding any other provision of any Loan Document to the contrary, the Collateral Agent is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

(d) Notwithstanding any provision of any Loan Document to the contrary, the Collateral Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

Section 9.05. No duty to monitor. The Collateral Agent shall not be bound to enquire: (a) whether or not any Default has occurred; (b) as to the performance, default or any breach by any Party of its obligations under any Loan Documents; or (c) whether any event specified in any Loan Document has occurred.

Section 9.06. Exclusion of liability.

(a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Loan Document excluding or limiting the liability of the Collateral Agent or any sub-agent), neither

the Collateral Agent nor any sub-agent will be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

(i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Loan Document or the Collateral, unless directly caused by its gross negligence or willful misconduct;

(ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Loan Document, the Collateral or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Loan Document or the Collateral;

(iii) any shortfall which arises on the enforcement or realization of the Collateral; or

(iv) without prejudice to the generality of paragraphs (i) to (iii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of: (A) any act, event or circumstance not reasonably within its control; or (B) the general risks of investment in, or the holding of assets in, any jurisdiction, including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalization, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets; breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

(b) No Party (other than the Collateral Agent or its sub-agents) may take any proceedings against any officer, employee or agent of the Collateral Agent or its sub-agents, in respect of any claim it might have against the Collateral Agent or its sub-agents or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Loan Document or any Collateral and any officer, employee or agent of the Collateral Agent or its sub-agents may rely on this paragraph subject to any applicable law or regulation.

(c) The Collateral Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Loan Documents to be paid by the Collateral Agent if the Collateral Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognized clearing or settlement system used by the Collateral Agent for that purpose.

(d) Nothing in this Agreement shall oblige the Collateral Agent to carry out: (i) any "know your customer" or other checks in relation to any person; or (ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Loan Party, on behalf of any Secured Party and each Loan Party confirms to the Collateral Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Collateral Agent.

(e) Without prejudice to any provision of any Loan Document excluding or limiting the liability of the Collateral Agent or its sub-agents, any liability of the Collateral Agent or its sub-agents arising under or in connection with any Loan Document or the Collateral shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference

to the date of default of the Collateral Agent or its sub-agents or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Collateral Agent or its sub-agents at any time which increase the amount of that loss. In no event shall the Collateral Agent or its sub-agents be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Collateral Agent or its sub-agents has been advised of the possibility of such loss or damages.

Section 9.07. Enforcement. Each Lender agrees that, except with the written consent of the Administrative Agent, it will not take any enforcement action hereunder or under any other Loan Document, accelerate the Loan Document Obligations under any Loan Document, or exercise any right that it might otherwise have under applicable law or otherwise to credit bid at any foreclosure sale, UCC sale, any sale under Section 363 of the Bankruptcy Code or other similar Dispositions of Collateral. Notwithstanding the foregoing, however, except as otherwise expressly limited herein, a Lender may take action to preserve or enforce its rights against a Loan Party where a deadline or limitation period is applicable that would, absent such action, bar enforcement of the Loan Document Obligations held by such Lender, including the filing of a proof of claim in a case under the Bankruptcy Code or any similar applicable Debtor Relief Law.

Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, the Parent Guarantor, the Collateral Agent, the Administrative Agent and each Secured Party agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Loan Guarantee; it being understood and agreed that all powers, rights and remedies hereunder and under the other Loan Documents may be exercised solely by the Administrative Agent and/or the Collateral Agent on behalf of the Secured Parties in accordance with the terms hereof or thereof and (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or private sale or in the event of any other Disposition (including pursuant to Section 363 of the Bankruptcy Code), (A) the Collateral Agent, as agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply all or any portion of the Loan Document Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such Disposition and (B) the Administrative Agent, the Collateral Agent or any Lender may be the purchaser or licensor of all or any portion of such Collateral at any such Disposition.

No holder of any Secured Hedging Obligation or Banking Services Obligation in its respective capacity as such shall have any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under this Agreement, subject to the consent right of any Secured Hedging Counterparty under Section 10.02(b).

Each of the Lenders hereby irrevocably authorizes (and by entering into a Hedge Agreement with respect to any Secured Hedging Obligation and/or by entering into documentation in connection with any Banking Services Obligation, each of the other Secured Parties hereby authorizes and shall be deemed to authorize) the Collateral Agent, on behalf of all Secured Parties, to take any of the following actions upon the instruction of the Required Lenders:

- (a) consent to the Disposition of all or any portion of the Collateral free and clear of the Liens securing the Obligations in connection with any Disposition pursuant to the applicable provisions of the Bankruptcy Code (or other applicable Debtor Relief Law), including Section 363 thereof;
- (b) credit bid all or any portion of the Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with

any Disposition of all or any portion of the Collateral pursuant to the applicable provisions of the Bankruptcy Code (or other applicable Debtor Relief Law), including under Section 363 thereof;

(c) credit bid all or any portion of the Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with any Disposition of all or any portion of the Collateral pursuant to the applicable provisions of the UCC (or other applicable Debtor Relief Law), including pursuant to Sections 9-610 or 9-620 of the UCC;

(d) credit bid all or any portion of the Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with any foreclosure or other Disposition conducted in accordance with applicable law following the occurrence of an Event of Default, including by power of sale, judicial action or otherwise; and/or

(e) estimate the amount of any contingent or unliquidated Obligations of such Lender or other Secured Party;

it being understood that no Lender shall be required to fund any new amount in connection with any purchase of all or any portion of the Collateral by the Collateral Agent pursuant to the foregoing clause (b), (c) or (d) without its prior written consent.

Each Secured Party agrees that the Collateral Agent is under no obligation to credit bid any part of the Obligations or to purchase or retain or acquire any portion of the Collateral; provided that, in connection with any credit bid or purchase described under clause (b), (c) or (d) of the preceding paragraph, the Obligations owed to all of the Secured Parties (other than with respect to contingent or unliquidated liabilities as set forth in the next succeeding paragraph) may be, and shall be, credit bid by the Collateral Agent on a ratable basis. For the avoidance of doubt, nothing in this Article 9 shall limit any rights of any of the Parent Guarantor or its Subsidiaries under Section 363(k) of the Bankruptcy Code (or the corresponding provisions of any other applicable Debtor Relief Law).

With respect to any contingent or unliquidated claim that is an Obligation, the Collateral Agent is hereby authorized by the Secured Parties, but is not required, to estimate the amount thereof for purposes of any credit bid or purchase described in the second preceding paragraph so long as the estimation of the amount or liquidation of such claim would not unduly delay the ability of the Collateral Agent to credit bid the Obligations or purchase the Collateral in the relevant Disposition. In the event that the Collateral Agent, in its sole and absolute discretion, elects not to estimate any such contingent or unliquidated claim or any such claim cannot be estimated without unduly delaying the ability of the Collateral Agent to consummate any credit bid or purchase in accordance with the second preceding paragraph, then any contingent or unliquidated claims not so estimated shall be disregarded, shall not be credit bid, and shall not be entitled to any interest in the portion or the entirety of the Collateral purchased by means of such credit bid.

Each Secured Party whose Obligations are credit bid under clause (b), (c) or (d) of the third preceding paragraph shall be entitled to receive interests in the Collateral or any other asset acquired in connection with such credit bid (or in the Capital Stock of the acquisition vehicle or vehicles that are used to consummate such acquisition) on a ratable basis in accordance with the percentage obtained by dividing (x) the amount of the Obligations of such Secured Party that were credit bid in such credit bid or other Disposition by (y) the aggregate amount of all Obligations that were credit bid in such credit bid or other Disposition.

Section 9.08. Bankruptcy. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, each Secured Party agrees that the Collateral Agent (irrespective of whether the principal of any Loan or LC Exposure is then due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Collateral Agent shall have made any demand on the Borrowers) shall be entitled and empowered, by intervention in such proceeding or otherwise:

- (i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans or LC Exposure and all other Loan Document Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Banks, the Collateral Agent and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Issuing Banks, the Collateral Agent and the Administrative Agent and their respective agents and counsel and all other amounts to the extent due to the Lenders, the Collateral Agent and the Administrative Agent under Sections 2.12 and 10.03) allowed in such judicial proceeding; and
- (ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

Any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each Issuing Bank to make such payments to the Collateral Agent and/or the Administrative Agent and, in the event that the Collateral Agent and/or the Administrative Agent consents to the making of such payments directly to the Lenders and the Issuing Banks, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Collateral Agent and the Administrative Agent and their respective agents and counsel, and any other amount due to the Administrative Agent under Sections 2.12 and 10.03.

Nothing contained herein shall be deemed to authorize the Collateral Agent or the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Loan Document Obligations or the rights of any Lender or any Issuing Bank or to authorize the Collateral Agent or the Administrative Agent to vote in respect of the claim of any Lender or any Issuing Bank in any such proceeding.

Section 9.09. Reliance. The Administrative Agent and the Collateral Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any representation, notice, request, certificate, consent, statement, instrument, document, communication or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and appropriately authorised, sent or otherwise authenticated by the proper Person. The Administrative Agent and the Collateral Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person and shall not incur any liability for relying thereon. The Collateral Agent may assume that (i) any instructions or directions received by it from the Required Lenders (or Required Revolving Lenders, as applicable), any Secured Parties or any group of Secured Parties are duly given in accordance with the terms of the Loan Documents, (ii) unless it has received notice of revocation, that those instructions have not been revoked. The Collateral Agent may also assume that (unless it has received notice to the contrary in its capacity as Collateral Agent) that any notice or request made by the Parent Guarantor is made on behalf of and with the consent and knowledge of all the Loan Parties. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or

the applicable Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or such Issuing Bank unless the Administrative Agent has received notice to the contrary from such Lender or Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent and the Collateral Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors and other professional advisers or experts selected by it, and each of the Administrative Agent and the Collateral Agent may rely on the advice or services of any lawyers, accountants, tax advisers surveyors or other professional advisers or experts (whether obtained by the Administrative Agent or the Collateral Agent or any other party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying. Without prejudice to the preceding sentence, the Collateral Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Collateral Agent, (and so separate from any lawyers instructed by the Lenders) if the Collateral Agent, in its reasonable opinion deems this to be desirable.

Section 9.10. Delegation. Any of the Administrative Agent or the Collateral Agent may, at any time, perform any and all of its duties and exercise its rights, authorities, discretions and powers by or through any one or more sub-Agents appointed by it. The Administrative Agent, the Collateral Agent and any such sub-agent may perform any and all of their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent, the Collateral Agent and any such sub-agent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent and/or the Collateral Agent. A delegation under this Section may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Collateral Agent or that sub-agent (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties. No Collateral Agent or sub-agent shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such sub-agent.

Section 9.11. Resignation. The Collateral Agent may resign and appoint one of its Affiliates acting through an office in the United Kingdom as successor by giving notice to the other Secured Parties the Parent Guarantor. Alternatively, the Administrative Agent or the Collateral Agent may resign at any time by giving thirty days' written notice to the Lenders, the Issuing Banks and the Parent Guarantor. If the Administrative Agent or the Collateral Agent is a Defaulting Lender or an Affiliate of a Defaulting Lender, either the Required Lenders of the applicable Classes or the Parent Guarantor may, upon thirty days' notice, remove the Administrative Agent or the Collateral Agent, as applicable. Upon receipt of any such notice of resignation or delivery of any such notice of removal, the Required Lenders of each applicable Class shall have the right, with the consent of the Parent Guarantor (not to be unreasonably withheld or delayed), to appoint a successor Administrative Agent and/or Collateral Agent which shall be a commercial bank, trust company or other Person reasonably acceptable to the Parent Guarantor with offices in the U.S. or the United Kingdom, as the case may be; provided that during the existence and continuation of a Specified Event of Default, no consent of the Parent Guarantor shall be required. If no successor shall have been appointed as provided above and accepted such appointment within twenty days after the retiring Administrative Agent and/or Collateral Agent gives notice of its resignation or such Administrative Agent and/or Collateral Agent receives notice of removal, then (a) in the case of a retirement, the retiring Administrative Agent and/or Collateral Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent and/or Collateral Agent meeting the qualifications set forth above (including, for the avoidance of doubt, consent of the Parent Guarantor) or (b) in the case of a removal, the Parent Guarantor may, after consulting with the Required Lender of the applicable Classes, appoint a successor Administrative Agent and/or Collateral Agent meeting the qualifications set forth above; provided that (x) in the case of a retirement, if

the Administrative Agent notifies the Parent Guarantor, the Lenders and the Issuing Banks that no qualifying Person has accepted such appointment or (y) in the case of a removal, the Parent Guarantor notifies the Required Lenders that no qualifying Person has accepted such appointment, then, in each case, such resignation or removal shall nonetheless become effective in accordance with such notice and (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) all payments, communications and determinations required to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each Issuing Bank directly (and each Lender and each Issuing Bank will cooperate with the Parent Guarantor to enable the Parent Guarantor to take such actions), until such time as the Required Lenders of the applicable Classes or the Parent Guarantor, as applicable, appoint a successor Administrative Agent, as provided for above in this Article 9. The resignation or removal of the Collateral Agent shall take effect upon (i) the appointment of a successor, and (ii) the transfer of any collateral security to that successor. The resigning or removed Collateral Agent shall, make available to the successor Collateral Agent such documents and records and provide such assistance as the successor Collateral Agent may reasonably request for the purposes of performing its functions as Collateral Agent under the Loan Documents. The Parent Guarantor shall, in the event the Collateral Agent is being removed due to it being a Defaulting Lender and within three Business Days of demand, reimburse the retiring Collateral Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance. Upon the acceptance of its appointment as a successor Administrative Agent and/or Collateral Agent, such successor Administrative Agent and/or Collateral Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent and/or Collateral Agent (other than any rights to indemnity payments owed to the retiring Administrative Agent and/or Collateral Agent), and the retiring or removed Administrative Agent and/or Collateral Agent shall be discharged from its duties and obligations hereunder (other than its obligations under paragraph (b) of Section 9.21 and Section 10.13, hereof). The fees payable by the Borrowers to a successor Administrative Agent and/or Collateral Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor Administrative Agent and/or Collateral Agent. After the Administrative Agent's and/or the Collateral Agent's resignation or removal hereunder, the provisions of this Article and Section 10.03 shall continue in effect for the benefit of such retiring or removed Administrative Agent and/or Collateral Agent, its sub-Agents and their respective Related Parties in respect of any action taken or omitted to be taken by any of them while the relevant Person was acting as Administrative Agent and/or Collateral Agent. Notwithstanding anything to the contrary herein, no Disqualified Institution (nor any Affiliate thereof) may be appointed as a successor Administrative Agent.

Any resignation or removal of the Administrative Agent hereunder shall also constitute its resignation as the Swingline Lender effective as of the date of effectiveness of its removal or resignation as Administrative Agent as provided above. In the event of any such resignation as Swingline Lender, the Parent Guarantor shall be entitled to appoint any Revolving Lender that is willing to accept such appointment as successor Swingline Lender hereunder. Upon the acceptance of any appointment as Swingline Lender hereunder by a successor Swingline Lender, such successor Swingline Lender shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the resigning Swingline Lender and the resigning Swingline Lender shall be discharged from its duties and obligations in such capacity hereunder. In the event the Swingline Lender resigns, the applicable Borrowers shall promptly repay all outstanding Swingline Loans on the effective date of such resignation (which repayment may be effectuated with the proceeds of a Borrowing).

Each Lender and each Issuing Bank acknowledges that it is solely responsible and has, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed

appropriate, made its own credit analysis, appraisal, investigation of all risks arising under or in connection with any Loan Document and has decided to enter into this Agreement. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other Lender or any of their respective Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder. Except for notices, reports and other documents expressly required to be furnished to the Lenders and the Issuing Banks by the Administrative Agent or the Collateral Agent herein, neither the Administrative Agent nor the Collateral Agent shall have any duty or responsibility to provide any Lender or any Issuing Bank with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of the Administrative Agent, the Collateral Agent or any of its Related Parties. The Lenders' and Issuing Banks' appraisal and investigation of the risks arising under or connection with any Loan Documents includes, but is not limited to: (a) the financial condition, status and nature of each Loan Party; (b) the legality, validity, effectiveness, adequacy or enforceability of any Loan Document, the Collateral and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan Document or the Collateral; (c) whether that Secured Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Loan Document, the Collateral, the transactions contemplated by the Loan Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan Document or the Collateral; (d) the adequacy, accuracy or completeness of any other information provided by the Administrative Agent, the Collateral Agent or by any other person under or in connection with any Loan Document, the transactions contemplated by any Loan Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Loan Document; and (e) the right or title of any person in or to, or the value or sufficiency of any part of, the Collateral, the priority of any of the Collateral or the existence of any Lien affecting the Collateral.

Section 9.12. Confidentiality.

(a) In acting as agent or trustee for the Secured Parties, the Collateral Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.

(b) If information is received by another division or department of the Collateral Agent, it may be treated as confidential to that division or department and the Collateral Agent shall not be deemed to have notice of it.

Section 9.13. Relationship with the other Secured Parties. Each Secured Party shall supply the Collateral Agent with any information that the Collateral Agent may reasonably specify as being necessary or desirable to enable the Collateral Agent to perform its functions as Collateral Agent.

Section 9.14. Collateral Agent's management time. In the event of: (i) a Default; (ii) the Collateral Agent being requested by a Loan Party or the Required Lenders (or Required Revolving Lenders, as applicable) to undertake duties which the Collateral Agent and the Parent Guarantor agree to be of an exceptional nature or outside the scope of the normal duties of the Collateral Agent under the Loan Documents; or (iii) the Collateral Agent and the Parent Guarantor agreeing that it is otherwise appropriate in the circumstances, the Parent Guarantor shall pay to the Collateral Agent any additional remuneration that may be agreed between them or determined pursuant to the succeeding sentence. If the

Collateral Agent and the Parent Guarantor fail to agree upon the nature of the duties, or upon the additional remuneration referred to in this paragraph or whether additional remuneration is appropriate in the circumstances, any dispute shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Collateral Agent and approved by the Parent Guarantor or, failing approval, nominated (on the application of the Collateral Agent) by the President for the time being of the Law Society of England and Wales (the costs of the nomination and of the investment bank being payable by the Parent Guarantor) and the determination of any investment bank shall be final and binding upon the Parties.

Section 9.15. No responsibility to perfect Collateral. The Collateral Agent shall not be liable for any failure to: (a) require the deposit with it of any deed or document certifying, representing or constituting the title of any Loan Documents to any of the collateral assets; (b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any Loan Document or the Collateral; (c) register, file or record or otherwise protect any of the Collateral (or the priority of any of the Collateral) under any law or regulation or to give notice to any person of the execution of any Loan Document or of the Collateral; (d) take, or to require any Loan Party to take, any step to perfect its title to any of the collateral assets or to render the Collateral effective or to secure the creation of any ancillary Lien under any law or regulation; or (e) require any further assurance in relation to any Collateral Document.

Section 9.16. Insurance by Collateral Agent.

(a) The Collateral Agent shall not be obliged: (i) to insure any of the collateral assets; (ii) to require any other person to maintain any insurance; or (iii) to verify any obligation to arrange or maintain insurance contained in any Loan Document, and the Collateral Agent shall not be liable for any damages, costs or losses to any person as a result of the lack of, inadequacy of, such insurance.

(b) Where the Collateral Agent is named on any insurance policy as an insured party, it shall not be liable for any damages, costs or losses to any person as a result of its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless the Required Lenders (or Required Revolving Lenders, as applicable) request it to do so in writing and the Collateral Agent fails to do so within fourteen days after receipt of that request.

Section 9.17. Custodians and nominees. The Collateral Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any asset of the trust as the Collateral Agent may determine, including for the purpose of depositing with a custodian this Agreement or any document relating to the trust created under this Agreement and the Collateral Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Agreement or be bound to supervise the proceedings or acts of any person.

Section 9.18. Additional Collateral Agents.

(a) The Collateral Agent may at any time appoint (and subsequently remove) any person to act as a separate trustee or as a co-trustee jointly with it: (i) if it considers that appointment to be in the interests of the Secured Parties; (ii) for the purposes of conforming to any legal requirement, restriction or condition which the Collateral Agent deems to be relevant; or (iii) for obtaining or enforcing any judgment in any jurisdiction, and the Collateral Agent shall give prior notice to the Parent Guarantor and the Loan Parties of that appointment.

(b) Any person so appointed shall have the rights, powers, authorities and discretions (not exceeding those given to the Collateral Agent under or in connection with the Loan Documents) and the duties, obligations and responsibilities that are given or imposed by the instrument of appointment.

(c) The remuneration that the Collateral Agent may pay to that person, and any costs and expenses (together with any applicable tax) incurred by that person in performing its functions pursuant to that appointment shall, for the purposes of this Agreement, be treated as costs and expenses incurred by the Collateral Agent.

Section 9.19. Acceptance of title. The Collateral Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any Loan Party may have to any of the collateral assets and shall not be liable for, or bound to require any Loan Party to remedy, any defect in its right or title.

Section 9.20. To the extent that English law is applicable to the duties of the Collateral Agent under any Loan Document:

(a) The rights, powers, authorities and discretions given to the Collateral Agent under or in connection with the Loan Documents shall be supplemental to the Trustee Act 1925 of the United Kingdom and the Trustee Act 2000 of the United Kingdom and in addition to any which may be vested in the Collateral Agent by law or regulation or otherwise

(b) Section 1 of the Trustee Act 2000 of the United Kingdom shall not apply to the duties of the Collateral Agent in relation to the trusts constituted by this Agreement; and

(c) where there are any inconsistencies between the Trustee Act 1925 of the United Kingdom or the Trustee Act 2000 of the United Kingdom and the provisions of this Agreement, the provisions of this Agreement shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000 of the United Kingdom, the provisions of this Agreement shall constitute a restriction or exclusion for the purposes of that Act.

Section 9.21. Arrangers. Notwithstanding anything to the contrary herein, the Arrangers shall not have any right, power, obligation, liability, responsibility or duty under this Agreement, except in their respective capacities, as applicable, as the Administrative Agent, the Collateral Agent, an Issuing Bank or a Lender hereunder.

Section 9.22. Release of Loan Guarantees; Collateral. Each Secured Party irrevocably authorizes and instructs the Administrative Agent and the Collateral Agent to, and the Administrative Agent and the Collateral Agent shall:

(a) without limiting Section 10.22, release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon the occurrence of the Termination Date, (ii) that is sold or to be sold or transferred as part of or in connection with any Disposition permitted under the Loan Documents (or other disposition not restricted hereby) (A) to a Person that is not a Loan Party or (B) to a Person that is a Loan Party, if (x) such release is a Requirement of Law in connection with such sale or transfer or (y) such transferee Loan Party grants a perfected Lien on such property to the Collateral Agent at the time of such transfer or during such longer period as agreed to by the Collateral Agent, (iii) that does not constitute Collateral (or ceases to constitute Collateral) (including by being or becoming an

Excluded Asset), (iv) if the property subject to such Lien is owned by a Subsidiary Guarantor, upon the release of such Subsidiary Guarantor from its Loan Guarantee otherwise in accordance with the Loan Documents, (v) as required under clause (d) below or (vi) if approved, authorized or ratified in writing by the Required Lenders (or such other number or percentage of Lenders as shall be necessary under the relevant circumstances as provided in Section 10.02) in accordance with Section 10.02;

(b) without limiting Section 10.22, release any Subsidiary Guarantor from its obligations under the Loan Guarantee (i) if such Person ceases to be a Restricted Subsidiary (or becomes an Excluded Subsidiary as a result of a single transaction or series of related transactions or any event or other circumstance permitted hereunder) and/or (ii) upon the occurrence of the Termination Date;

(c) subordinate (and, in the case of cash collateral or cash deposits securing Liens of the type described in Section 6.02(uu), release) any Lien on any property granted to or held by the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Sections 6.02(c), 6.02(d), 6.02(e), 6.02(f), 6.02(g), 6.02(m), 6.02(n), 6.02(o), 6.02(r), 6.02(v)(ii), 6.02(x), 6.02(y), 6.02(z)(i), 6.02(bb), 6.02(cc), 6.02(ce), 6.02(ff), 6.02(ll) and 6.02(uu) (and any Refinancing Indebtedness in respect of any thereof to the extent such Refinancing Indebtedness is permitted to be secured under Section 6.02(k)); provided that in the case of a release of a Lien on a deposit, securities or similar account (or related assets) there shall be no requirement that any cash pooling and/or treasury service provider hold a subsequent Lien on such account or asset; and

(d) enter into subordination, intercreditor, collateral trust and/or similar agreements (and any amendments thereto) with respect to Indebtedness (including any Acceptable Intercreditor Agreement and any amendment thereto) that is (i) required or permitted to be subordinated hereunder or pari passu with the Liens securing the Loan Document Obligations and/or (ii) secured by Liens, and with respect to which Indebtedness and/or Liens, this Agreement contemplates an intercreditor, subordination, collateral trust or similar agreement.

Upon the request of the Collateral Agent or the Administrative Agent at any time, the Required Lenders of the applicable Classes will confirm in writing the Collateral Agent's and/or the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Loan Party from its obligations under the Loan Guarantee or its Lien on any Collateral pursuant to this Article 9. In each case as specified in this Article 9, the Administrative Agent and the Collateral Agent will (and each Lender and each Issuing Bank hereby authorizes the Administrative Agent and the Collateral Agent to), at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents, to subordinate its interest therein, or to release such Loan Party from its obligations under the Loan Guarantee, in each case in accordance with the terms of the Loan Documents and this Article 9. The parties hereto acknowledge and agree that the Administrative Agent and the Collateral Agent may rely conclusively as to any of the matters described in this Section 9.22 and Section 10.22 (including as to its authority hereunder and thereunder) on a certificate or similar instrument provided to it by any Loan Party without further inquiry or investigation, which certificate shall be delivered to the Administrative Agent and/or the Collateral Agent by the Loan Parties upon request.

Section 9.23. Intercreditor Agreements. Each of the Administrative Agent and the Collateral Agent is irrevocably authorized to enter into any Acceptable Intercreditor Agreement and any other intercreditor, subordination, collateral trust or similar agreement contemplated hereby with respect to any (a) Indebtedness (i) that is (A) required or permitted to be subordinated hereunder or pari passu with or senior to the Liens securing the Loan Document Obligations and/or (B) secured by Liens and (ii) with

respect to which Indebtedness and/or Liens, this Agreement contemplates an intercreditor, subordination, collateral trust or similar agreement (any such other intercreditor, subordination, collateral trust and/or similar agreement, an “**Additional Agreement**”) and/or (b) Secured Hedging Obligations and/or Banking Services Obligations, whether or not constituting Indebtedness, and each Secured Party acknowledges that any Acceptable Intercreditor Agreement and any Additional Agreement is binding upon them. Each Secured Party hereby agrees that it will be bound by, and will not take any action contrary to, the provisions of any Acceptable Intercreditor Agreement or any Additional Agreement and (c) authorizes and instructs each of the Administrative Agent and the Collateral Agent to enter into any Additional Agreement (including any Acceptable Intercreditor Agreement) and to subject the Liens on the Collateral securing the Obligations to the provisions thereof. The foregoing provisions are intended as an inducement to the Secured Parties to extend credit to the Borrowers, and the Secured Parties are intended third-party beneficiaries of such provisions and the provisions of any Acceptable Intercreditor Agreement and/or any other Additional Agreement.

Section 9.24. Indemnification by Lenders. To the extent that the Administrative Agent or the Collateral Agent (or any Affiliate of the foregoing) is not reimbursed and indemnified by the Borrowers in accordance with the terms of this Agreement, the Lenders will reimburse and indemnify the Administrative Agent and the Collateral Agent and every sub-agent (and any Affiliate of the foregoing), within three Business Days of demand, in proportion to their respective Applicable Percentages (determined as if there were no Defaulting Lenders) for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent or the Collateral Agent or any sub-agent (or any Affiliate of the foregoing) in acting as Administrative Agent or Collateral Agent or in acting as attorney of any Loan Party in each case under the Loan Documents and performing its duties hereunder or under any other Loan Document or in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent’s or the Collateral Agent’s (or such Affiliate’s) gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

Section 9.25. Withholding Taxes. To the extent required by any applicable Requirements of Law, the Administrative Agent may withhold from any payment to any Lender (which term shall include any Issuing Bank for purposes of this Section 9.25) an amount equivalent to any applicable withholding tax, provided that an exemption from any tax imposed by Finland on interest payments does not apply. If the Internal Revenue Service, Finnish Tax Administration or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, withholding tax ineffective), such Lender shall indemnify fully and hold harmless the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by a Loan Party pursuant to Section 2.17 and without limiting or expanding the obligation of any Loan Party to do so) for all amounts paid, directly or indirectly, by the Administrative Agent as Taxes or otherwise, together with all expenses incurred, including legal expenses and any other out-of-pocket expenses, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due the Administrative Agent under this Section 9.25. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative

Agent shall be conclusive absent manifest error. The agreements in this Section 9.25 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement and the repayment, satisfaction or discharge of all other Loan Document Obligations.

Section 9.26. [Reserved].

Section 9.27. Certain Foreign Collateral Matters. Notwithstanding anything herein or in any other Loan Document to the contrary, the Collateral Documents and the Liens (and the relative rights of the Secured Parties, the Administrative Agent and Collateral Agent) granted by a Subsidiary Guarantor organized, incorporated or registered (as applicable) outside of the United States and Canada shall be subject to the terms of Schedule 9.27. Schedule 9.27 may be amended by the Administrative Agent and the Parent Guarantor, without the consent of any other Lender, Issuing Bank, the Swingline Lender or other Secured Party, in order to (i) incorporate additional provisions to address the accession of any Loan Party in an additional jurisdiction after the date hereof, (ii) cure omissions or defects or make changes of a technical nature or (iii) accommodate any Change in Law.

Section 9.28. Parallel Debt.

(a) Each Loan Party, by way of an independent payment obligation, hereby irrevocably and unconditionally undertakes to pay to the Collateral Agent, as creditor in its own right and not as representative of the other Secured Parties, any amounts owing from time to time by that Loan Party to any Secured Party (other than the Collateral Agent) under any of the Loan Documents (its “**Corresponding Debt**”), as and when those amounts are due (such Loan Party’s payment and undertaking pursuant to this paragraph (a), its “**Parallel Debt**”).

(b) Each Loan Party and the Collateral Agent acknowledges that the Parallel Debt of each Loan Party is several and is separate and independent from, and shall not in any way limit or affect, the Corresponding Debt of that Loan Party nor shall the amounts for which each Loan Party is liable under its Parallel Debt be limited or affected in any way by its Corresponding Debt; provided that, notwithstanding any other provision of this Agreement or the Loan Documents:

(i) the Parallel Debt of each Loan Party shall be automatically decreased and discharged to the extent that its Corresponding Debt has been irrevocably paid or, in the case of guarantee obligations, discharged;

(ii) the Corresponding Debt of each Loan Party shall be automatically decreased and discharged to the extent that its Parallel Debt has been irrevocably paid or, in the case of guarantee obligations, discharged;

(iii) the amount of the Parallel Debt of each Loan Party shall at all times be equal to the amount of its Corresponding Debt; and

(iv) the aggregate amount outstanding owed by the Loan Parties under the Loan Documents at any time shall not exceed the amount of the Corresponding Debt at that time.

(c) For the purposes of this Section 9.28, the Collateral Agent acts in its own name and not as an agent, representative or a trustee, and its claims in respect of the Parallel Debt shall not be held on trust. The Collateral Agent shall have its own independent right to demand

payment of the amounts payable by each Loan Party under this Section 9.28. The Collateral granted under the Collateral Documents to the Collateral Agent to secure the Parallel Debt is granted to the Collateral Agent in its capacity as creditor of the Parallel Debt and shall not be held on trust.

(d) Without limiting or affecting the rights of the Collateral Agent against the Loan Parties (whether under this Section 9.28 or any other provision of this Agreement or the Loan Documents), each Loan Party acknowledges that (i) nothing in this Section 9.28 shall impose any obligation on the Collateral Agent to pay or advance any sum to any Loan Party or otherwise under any of the Loan Documents, in its capacity as creditor of the Parallel Debt, and (ii) for the purpose of any vote taken under any of the Loan Documents, the Collateral Agent shall not be regarded as having any participation or commitment in its capacity as creditor of the Parallel Debt.

ARTICLE 10 MISCELLANEOUS

Section 10.01. Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service or sent by facsimile or email, as follows:

(i) if to any Loan Party, to such Loan Party in the care of the Parent Guarantor at:

Amer Sports Company
149 Fifth Ave, 9th Floor
New York, New York 10010
Attn: CFO

with a copy to (which shall not constitute notice to any Loan Party):

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Scott Herrig and Michael Kaplan
Email: [***] and [***]

And a copy to:
Amer Sports Company
130 E. Randolph St, Suite 600
Chicago, IL 60601
Attn: General Counsel

(ii) if to the Administrative Agent or Swingline Lender:

With respect to USD Term Loans and Swingline Loans and ABR Revolving Loans:
JPMorgan Chase Bank, N.A.
Name: Cassandra Haas

Address: 4041 Ogletown Stanton Road, Floor 2
Newark, DE 19713, United States
Facsimile: 12012443657@tls.ldsprod.com
E-mail address: [***]

With respect to EUR Term Loans and Eurocurrency Rate Revolving Loans:
J.P. Morgan SE

Name: Loans Agency Group
Address: 25 Bank Street, Canary Wharf, London E14 5JP
Facsimile: +44 (0)20 7777 2360 E-Fax 12016395145@tls.ldsprod.com
E-mail address: [***]

(iii) if to the Collateral Agent, at:

Wilmington Trust (London) Limited
Third Floor, 1 King's Arms Yard
London EC2R 7AF
Attention: Terry Herridge
Email: [***]

(iv) if to any Lender, to it at its address, facsimile number or email address set forth in its Administrative Questionnaire.

All such notices and other communications (A) sent by hand or overnight courier service shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, in each case, delivered, sent or mailed (properly addressed) to the relevant party as provided in this Section 10.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 10.01 or (B) sent by facsimile shall be deemed to have been given when sent and when receipt has been confirmed by telephone; provided that notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, such notices or other communications shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below shall be effective as provided in such clause (b).

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and Internet or Intranet websites) pursuant to procedures set forth herein or otherwise approved by the Administrative Agent. The Administrative Agent, the Collateral Agent or the Parent Guarantor (on behalf of any Loan Party) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures set forth herein or otherwise approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient and (ii) posted to an Internet or Intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing

clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number or other notice information hereunder by notice to the other parties hereto; it being understood and agreed that the Parent Guarantor may provide any such notice to the Administrative Agent as recipient on behalf of itself, the Swingline Lender, each Issuing Bank and each Lender.

Section 10.02. Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any party thereto therefrom shall in any event be effective unless the same is permitted by this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. Without limiting the generality of the foregoing, to the extent permitted by law, the making of a Loan or the issuance of any Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default or Event of Default at the time.

(b) Subject to clauses (A), (B), (C), (D) and (E) of this Section 10.02(b) and Sections 10.02(c) and (d) below and to Section 10.05(f), neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified, except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Parent Guarantor and the Required Lenders (or the Administrative Agent with the consent of the Required Lenders) or (ii) in the case of any other Loan Document (other than any waiver, amendment or modification to effectuate any modification thereto expressly contemplated by the terms of such other Loan Document), pursuant to an agreement or agreements in writing entered into by the Administrative Agent, the Collateral Agent and each Loan Party that is party thereto, with the consent of the Required Lenders; provided that, notwithstanding the foregoing:

(A) except with the consent of each Lender directly and adversely affected thereby (but without requiring the consent of the Required Lenders, except as specified), no such agreement shall;

(1) increase the Commitment of such Lender (other than with respect to any Incremental Facility pursuant to Section 2.22 in respect of which such Lender has agreed to be an Additional Lender) with the additional consent of the Required Lenders; it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent, representation, warranty, covenant, Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall constitute an increase of any Commitment of such Lender;

(2) reduce or forgive the principal amount of any Loan owed to such Lender or any amount due to such Lender on any Loan Installment Date (other than, in each case, any waiver of, or consent to or departure from, any Default or Event of Default or any mandatory prepayment; it being understood that no change in (i) the definition of “First Lien Leverage Ratio” or any other ratio used in the calculation of any mandatory prepayment (including any component definition thereof) or (ii) the MFN Provision shall constitute a reduction or forgiveness of any principal amount due hereunder);

(3) (x) extend the scheduled final maturity of any Loan or (y) postpone any Loan Installment Date, any Interest Payment Date or the date of any scheduled payment of any fee, in each case payable to such Lender hereunder (in each case, other than any extension for administrative reasons agreed by the Administrative Agent) (other than, in each case, any waiver of, or consent or departure from, any Default or Event of Default or any mandatory prepayment; it being understood that no change in the definition of “First Lien Leverage Ratio” or any other ratio used in the calculation of any mandatory prepayment (including any component definition thereof) shall constitute such an extension or postponement);

(4) reduce the rate of interest (other than to waive any Default or Event of Default or obligation of the Borrowers to pay interest at the default rate of interest under Section 2.13(d), which shall only require the consent of the Required Lenders, or to waive adjustments in interest rate or fees on account of late delivery of financial statements or a determination with respect to financial statements pursuant to the final paragraphs of the definition of “Applicable Rate”, which shall only require the consent of the Required Lenders with respect to the Initial Term Loans or the Required Revolving Lenders, as applicable) or the amount of any fee owed to such Lender; it being understood that no change in (i) the definition of “First Lien Leverage Ratio” or any other ratio used in the calculation of the Applicable Rate, or in the calculation of any other interest or fee due hereunder (including any component definition thereof) or (ii) the MFN Provision shall constitute a reduction in any rate of interest or fee hereunder;

(5) extend the expiry date of such Lender’s Commitment; it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent, representation, warranty, covenant, Default, Event of Default, mandatory prepayment or mandatory reduction of any Commitment shall constitute an extension of any Commitment of any Lender;

(6) waive, amend or modify the provisions of Section 2.11(a), 2.11(b)(vi), 2.18(b) or 2.18(c), of this Agreement in a manner that would by its terms alter the pro rata sharing of payments or priority of payments required thereby (except in connection with any transaction permitted under Sections 2.22, 2.23, 10.02(c) and/or 10.05(g) or as otherwise provided in this Section 10.02); or

(7) (i) subordinate any of the Liens securing all or any portion of the Obligations to any Lien securing other Indebtedness, or (ii) subordinate all or any portion of the Obligations in right of payment to any other Indebtedness, in each case except (x) any Indebtedness that is permitted by this Agreement to rank (or be made to rank) senior in lien priority to the Obligations as of the Closing Date, (y) if each adversely affected Lender is offered the opportunity to participate on a pro rata basis in such other Indebtedness on the same terms and conditions, and with the same fees and other economics, as is offered to all other providers (or their respective Affiliates) of such other Indebtedness and (z) pursuant to any debtor-in-possession financing to be provided under Section 364 of the Bankruptcy Code or pursuant to any analogous financing under any other Debtor Relief Laws;

(B) no such agreement shall:

(1) change (x) any of the provisions of Section 10.02(a) or Section 10.02(b) or the definition of "Required Lenders", in each case to reduce any voting percentage required to waive, amend or modify any right thereunder or make any determination or grant any consent thereunder, without the prior written consent of each Lender or (y) the definition of "Required Revolving Lenders" to reduce any voting percentage required to waive, amend or modify any right thereunder or make any determination or grant any consent thereunder, without the prior written consent of each Revolving Lender (it being understood that neither the consent of the Required Lenders nor the consent of any other Lender shall be required in connection with any change to the definition of "Required Revolving Lenders");

(2) release all or substantially all of the Collateral from the Lien granted pursuant to the Loan Documents (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Article 9 or Section 10.22 hereof or pursuant to any Acceptable Intercreditor Agreement), without the prior written consent of each Lender; or

(3) release all or substantially all of the value of the Guarantees under the Loan Guarantee (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Article 9 or Section 10.22 hereof), without the prior written consent of each Lender;

(C) solely with the consent of the Required Revolving Lenders (but without the consent of the Required Lenders or any other Lender), any such agreement may (x) waive, amend or modify Section 6.15 (or the definition of "First Lien Leverage Ratio", "Interest Coverage Ratio" or any component definition of each of the foregoing, in each case, as any such definition is used solely for purposes of Section 6.15) or waive any Default or Event of Default in respect of Section 6.15 (other than as permitted under clause (y)), (y) waive, amend or modify any condition precedent set forth in Section 4.02 hereof as it pertains to any Revolving Loan and/or Additional Revolving Loan and/or (z) waive any Default or Event of Default that results from any representation made or deemed made by any Loan Party in any Loan Document in connection with any Credit Extension under the Revolving Facility being untrue in any material respect as of the date made or deemed made;

(D) solely with the consent of the relevant Issuing Bank and, in the case of clause (x), the Administrative Agent, any such agreement may (x) increase or decrease the Letter of Credit Sublimit or (y) waive, amend or modify any condition precedent set forth in Section 4.02 hereof as it pertains to the issuance of any Letter of Credit; and

(E) solely with the consent of the Parent Guarantor and applicable Class or Classes of Revolving Lenders and/or, if applicable, Issuing Banks, subject to the provisions of Section 1.10, this Agreement may be amended or otherwise modified to permit the availability of Revolving Loans and/or Letters of Credit denominated in a currency other than Dollars and to make technical changes to this Agreement and any other Loan Document to accommodate the inclusion of any such new currency;

provided, further, that (x) no such agreement shall adversely amend, modify or otherwise affect the rights or duties of the Administrative Agent, any Issuing Bank or the Swingline Lender hereunder without the prior written consent of the Administrative Agent, such Issuing Bank or the Swingline Lender, as the case may be, and (y) no such agreement shall adversely amend, modify or otherwise affect the rights or duties of a Secured Hedging Counterparty disproportionately to the rights or duties of other Secured Parties without the prior written consent of the Secured Hedging Counterparty. The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 10.05, Commitment reductions or terminations pursuant to Section 2.09, incurrences of Additional Commitments or Additional Loans pursuant to Sections 2.22, 2.23 or 10.02(c) and reductions or terminations of any such Additional Commitments or Additional Loans. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of any Defaulting Lender may not be increased without the consent of such Defaulting Lender (it being understood that any Commitment or Loan held or deemed held by any Defaulting Lender shall be excluded from any vote hereunder that requires the consent of any Lender, except as expressly provided in Section 2.21(b)). Notwithstanding the foregoing, but without limiting the provisions of Section 2.22(g), this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Parent Guarantor (i) to add one or more additional credit facilities to this Agreement and to permit any extension of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the relevant benefits of this Agreement and the other Loan Documents and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders on substantially the same basis as the Lenders prior to such inclusion.

(c) Notwithstanding the foregoing, this Agreement may be amended:

(i) with the written consent of the Parent Guarantor and the Lenders providing the relevant Replacement Term Loans to permit the refinancing or replacement of all or any portion of the outstanding Term Loans under any applicable Class (any such loans being refinanced or replaced, the “**Replaced Term Loans**”) with one or more replacement term loans hereunder (“**Replacement Term Loans**”) pursuant to a Refinancing Amendment; provided that

(A) the aggregate principal amount of any Replacement Term Loans shall not exceed the aggregate principal amount of the Replaced Term Loans (plus (1) any additional amounts permitted to be incurred under Section 6.01 and, to the extent any such additional amounts are secured, the related Liens are permitted under Section 6.02 and plus (2) the amount of accrued interest, penalties and premium (including any tender premium) thereon, any committed but undrawn amount and underwriting discounts, fees

(including upfront fees, original issue discount or initial yield payments), commissions and expenses associated therewith),

(B) subject to the Permitted Earlier Maturity Indebtedness Exception, any Replacement Term Loans (other than (1) customary bridge loans to finance Permitted Acquisitions or similar Investments so long as either (x) such bridge loans provide for the automatic exchange or conversion into indebtedness meeting the requirements set forth below in this clause (B) or (y) are intended to be refinanced with qualified equity or indebtedness meeting the requirements set forth below in this clause (B) and (2) Customary Term A Loans) must have a final maturity date that is equal to or later than the final maturity date of, and have a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Replaced Term Loans at the time of the relevant refinancing,

(C) any Replacement Term Loans may be pari passu or junior in right of payment and pari passu (without regard to the control of remedies) or junior with respect to the Collateral with the remaining portion of the Initial Term Loans or Additional Term Loans (provided that if pari passu or junior as to Collateral, such Replacement Term Loans shall be subject to an Acceptable Intercreditor Agreement and may, at the option of the Parent Guarantor, be documented in a separate agreement or agreements), or be unsecured,

(D) if any Replacement Term Loans are secured, such Replacement Term Loans may not be secured by any assets other than the Collateral,

(E) if any Replacement Term Loans are guaranteed, such Replacement Term Loans may not be guaranteed by any Person other than one or more Loan Parties,

(F) any Replacement Term Loans that are pari passu with the Initial Term Loans in right of payment and security may participate (A) in any voluntary prepayment of Term Loans as set forth in Section 2.11(a)(i) and (B) in any mandatory prepayment of Term Loans as set forth in Section 2.11(b)(vi),

(G) any Replacement Term Loans shall have pricing (including interest, fees and premiums) and, subject to preceding clause (F), optional prepayment and redemption terms and, subject to preceding clause (B), an amortization schedule, as the applicable Borrowers and the lenders providing such Replacement Term Loans may agree,

(H) the covenants and events of default of any Replacement Term Loans (excluding pricing, interest, fees, rate floors, premiums, optional prepayment or redemption terms, security and maturity, subject to preceding clauses (B) through (G)) shall be (i) substantially identical to, or (taken as a whole) not materially more favorable (as determined by the Parent Guarantor in good faith) to the lenders providing such Replacement Term Loans than, those applicable to the Replaced Term Loans (other than covenants or other provisions applicable only to periods after the latest Maturity Date of such Replaced Term Loans (in each case, as of the date of incurrence of such Replacement Term Loans)), (ii) then-current market terms (as determined by the Parent Guarantor in good faith at the time of incurrence or issuance (or the obtaining of a commitment with respect thereto)) for the applicable type of Indebtedness or (iii)

reasonably acceptable to the Administrative Agent (it being agreed that covenants and events of default of any Replacement Term Loans that are more favorable to the lenders or the agent of such Replacement Term Loans than those contained in the Loan Documents and are then conformed (or added) to the Loan Documents pursuant to the applicable Refinancing Amendment shall thereafter be deemed acceptable to the Administrative Agent), and

(ii) with the written consent of the Parent Guarantor and the Lenders providing the relevant Replacement Revolving Facility to permit the refinancing or replacement of all or any portion of any Revolving Credit Commitment under the applicable Class (any such Revolving Credit Commitment being refinanced or replaced, a **"Replaced Revolving Facility"**) with a replacement revolving facility hereunder (a **"Replacement Revolving Facility"**) pursuant to a Refinancing Amendment; provided that:

(A) the aggregate principal amount of any Replacement Revolving Facility shall not exceed the aggregate principal amount of the Replaced Revolving Facility (plus (x) any additional amounts permitted to be incurred under Section 6.01 and, to the extent any such additional amounts are secured, the related Liens are permitted under Section 6.02 and (y) the amount of accrued interest, penalties and premium thereon, any committed but undrawn amounts and underwriting discounts, fees (including upfront fees and original issue discount), commissions and expenses associated therewith),

(B) no Replacement Revolving Facility (other than (1) customary bridge loans to finance Permitted Acquisitions or similar Investments so long as either (x) such bridge loans provide for the automatic exchange or conversion into indebtedness meeting the requirements set forth below in this clause (B) or (y) are intended to be refinanced with qualified equity or indebtedness meeting the requirements set forth below in this clause (B) and (2) Customary Term A Loans) may have a final maturity date (or require commitment reductions) prior to the final maturity date of the relevant Replaced Revolving Facility at the time of such refinancing,

(C) any Replacement Revolving Facility may be pari passu or junior in right of payment and pari passu (without regard to the control of remedies) or junior with respect to the Collateral with the remaining portion of any Revolving Credit Commitments (provided that if pari passu or junior as to Collateral, such Replacement Revolving Facility shall be subject to an Acceptable Intercreditor Agreement and may, at the option of the Parent Guarantor, be documented in a separate agreement or agreements), or be unsecured,

(D) if any Replacement Revolving Facility is secured, it may not be secured by any assets other than the Collateral,

(E) if any Replacement Revolving Facility is guaranteed, it may not be guaranteed by any Person other than one or more Loan Parties,

(F) any Replacement Revolving Facility shall be subject to the "ratability" provisions applicable to Extended Revolving Credit Commitments and Extended Revolving Loans set forth in the proviso to Section 2.23(a)(i), mutatis mutandis, to the same extent as if fully set forth in this Section 10.02(c)(ii),

(G) any Replacement Revolving Facility shall have pricing (including interest, fees and premiums) and, subject to the preceding clause (F), optional prepayment and redemption terms as the applicable Borrowers and the lenders providing such Replacement Revolving Facility may agree,

(H) the covenants and events of default of any Replacement Revolving Facility (excluding pricing, interest, fees, rate floors, premiums, optional prepayment or redemption terms, security and maturity, subject to preceding clauses (B) through (G)) shall be (i) substantially identical to, or (taken as a whole) no more favorable (as determined by the Parent Guarantor in good faith) to the lenders providing such Replacement Revolving Facility than, those applicable to the Replaced Revolving Facility (other than covenants or other provisions applicable only to periods after the latest Maturity Date of such Replaced Revolving Facility (in each case, as of the date of incurrence of the relevant Replacement Revolving Facility)), (ii) then-current market terms (as determined by the Parent Guarantor in good faith at the time of incurrence or issuance (or the obtaining of a commitment with respect thereto)) for the applicable type of Indebtedness or (iii) reasonably acceptable to the Administrative Agent (it being agreed that covenants and events of default of any Replacement Revolving Facility that are more favorable to the lenders or the agent of such Replacement Revolving Facility than those contained in the Loan Documents and are then conformed (or added) to the Loan Documents pursuant to the applicable Refinancing Amendment shall be deemed acceptable to the Administrative Agent), and

(I) the commitments in respect of the Replaced Revolving Facility shall be terminated, and all loans outstanding thereunder and all fees then due and payable in connection therewith shall be paid in full, in each case on the date such Replacement Revolving Facility is implemented.

provided, further, that, in respect of each of clauses (i) and (ii) of this clause (c), (x) any Non-Debt Fund Affiliate and Debt Fund Affiliate shall be permitted (without Administrative Agent consent) to provide any Replacement Term Loans, it being understood that in connection with such Replacement Term Loans, the relevant Non-Debt Fund Affiliate or Debt Fund Affiliate, as applicable, shall be subject to the restrictions applicable to such Persons under Section 10.05 as if such Replacement Term Loans were Term Loans and (y) any Debt Fund Affiliate (but not any Non-Debt Fund Affiliate) may (without Administrative Agent consent) provide any Replacement Revolving Facility.

Each party hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement shall be amended by the Parent Guarantor, the Administrative Agent and the lenders providing the relevant Replacement Term Loans or the Replacement Revolving Facility, as applicable, to the extent (but only to the extent) necessary to reflect the existence and terms of such Replacement Term Loans or Replacement Revolving Facility, as applicable, incurred or implemented pursuant thereto (including any amendment necessary to treat the loans and commitments subject thereto as a separate “tranche” and “Class” of Loans and/or commitments hereunder). It is understood that any Lender approached to provide all or a portion of any Replacement Term Loans or any Replacement Revolving Facility may elect or decline, in its sole discretion, to provide such Replacement Term Loans or Replacement Revolving Facility.

(d) Notwithstanding anything to the contrary contained in this Section 10.02 or any other provision of this Agreement or any provision of any other Loan Document, (i) the Parent Guarantor, the Administrative Agent and the Collateral Agent may, (and in the case of the Administrative Agent, without

the input or consent of any Lender), amend, supplement and/or waive any guarantee, collateral security agreement, pledge agreement and/or related document (if any) executed in connection with this Agreement to (x) comply with any Requirements of Law or (y) cause any such guarantee, collateral security agreement, pledge agreement or other document to be consistent with this Agreement and/or the relevant other Loan Documents, (ii) the Parent Guarantor and the Administrative Agent may, without the input or consent of any other Lender (other than the relevant Lenders (including Additional Lenders) providing Loans under such Sections), effect amendments to this Agreement and the other Loan Documents as may be necessary in the reasonable opinion of the Parent Guarantor and the Administrative Agent to (A) effect the provisions of Sections 1.04(a), 1.08(b), 2.14, 2.22, 2.23, 5.12, 5.14, 5.15, 5.16, 6.11, 7.13, 9.27, 10.02(c), 11.09, or any other provision specifying that any waiver, amendment or modification may be made with the consent or approval of the Administrative Agent and/or the Administrative Agent and/or (B) add terms (including representations and warranties, conditions, prepayments, covenants or events of default), in connection with the addition of any Loan or Commitment hereunder or the incurrence of any Incremental Equivalent Debt, any Replacement Term Loans, any Replacement Revolving Facility, any Replacement Debt and/or any Refinancing Indebtedness incurred in reliance on Section 6.01(p) with respect to Indebtedness originally incurred in reliance on Section 6.01(z) that are favorable to the then-existing Lenders, as reasonably determined by the Administrative Agent (it being understood that, where applicable, any such amendment may be effectuated as part of an Incremental Facility Amendment and/or a Refinancing Amendment), (iii) if the Administrative Agent and the Parent Guarantor have jointly identified any ambiguity, mistake, defect, inconsistency, obvious error or any error or omission of a technical or administrative nature or any necessary or desirable technical change, in each case, in any provision of any Loan Document, then the Administrative Agent and the Parent Guarantor shall be permitted to amend such provision solely to address such matter as reasonably determined by them acting jointly without the input or consent of any Lender, (iv) the Administrative Agent, the Collateral Agent and the Parent Guarantor may amend, restate, amend and restate or otherwise modify any Acceptable Intercreditor Agreement as provided therein or to give effect thereto or to carry out the purpose thereof (and in the case of the Administrative Agent, without the input or consent of any Lender) and (v) any amendment, waiver or modification of any term or provision that directly affects Lenders under one or more Classes and does not directly affect Lenders under one or more other Classes may be effected with the consent of Lenders owning 50% of the aggregate commitments or Loans of such directly affected Class in lieu of the consent of the Required Lenders.

(e) Notwithstanding anything to the contrary in any Loan Document, in connection with any determination as to whether the requisite Lenders have (A) consented (or not consented) to any waiver, amendment or modification of any provision of this Agreement or any other Loan Document or any departure by any Loan Party therefrom, (B) otherwise acted on any matter related to this Agreement or any other Loan Document or (C) directed or required the Administrative Agent, the Collateral Agent or any Lender to undertake any action (or refrain from taking any action) with respect to this Agreement or under any other Loan Document, any Lender (or any Affiliate of such Lender (provided that for purposes of this clause (e), Affiliates shall not include Persons that are subject to customary procedures to prevent the sharing of confidential information between such Lender and such Person and such Person is managed having independent fiduciary duties to the investors or other equityholders of such Person and such investors or equityholders are not the same investors or equityholders of such Lender)) (other than (x) any Lender that is a Regulated Bank, (y) any Revolving Lender or any Affiliate thereof or (z) any Affiliate of a Regulated Bank to the extent that (1) all of the equity of such Affiliate is directly or indirectly owned by either (I) such Regulated Bank or (II) a parent entity that also owns, directly or indirectly, all of the equity of such Regulated Bank and (2) such Affiliate is a securities broker or dealer registered with the SEC under section 15 of the Securities Exchange Act of 1934)) that, as a result of its interest (or such Affiliates collective interests) in any total return swap, total rate of return swap, credit default swap or other

derivative contract (other than any such total return swap, total rate of return swap, credit default swap or other derivative contract entered into pursuant to bona fide market making activities), has a net short position with respect to any of the Loans or Commitments, or with respect to any other tranche, class or series of Indebtedness for borrowed money incurred or issued by the Parent Guarantor or any of its Restricted Subsidiaries at such time of determination (including commitments with respect to any revolving credit facility) (each such item of Indebtedness, including the Loan and Commitments, “**Specified Indebtedness**”) (each such Lender, a “**Net Short Lender**”) shall have no right to vote with respect to any waiver, amendment or modification of this Agreement or any other Loan Documents and shall be deemed to have voted its interest as a Lender without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Net Short Lenders (including in any plan of reorganization). For purposes of determining whether a Lender (alone or together with its Affiliates) has a “net short position” on any date of determination: (i) derivative contracts with respect to any Specified Indebtedness and such contracts that are the functional equivalent thereof shall be counted at the notional amount of such contract in Dollars, (ii) notional amounts in other currencies shall be converted to the Dollar equivalent thereof by such Lender in a commercially reasonable manner consistent with generally accepted financial practices and based on the prevailing conversion rate (determined on a mid-market basis) on the date of determination, (iii) derivative contracts in respect of an index that includes the Parent Guarantor or any other Restricted Subsidiary or any instrument issued or guaranteed by the Parent Guarantor or any other Restricted Subsidiary shall not be deemed to create a short position with respect to such Specified Indebtedness, so long as (x) such index is not created, designed, administered or requested by such Lender or its Affiliates and (y) the Parent Guarantor and the other Restricted Subsidiaries and any instrument issued or guaranteed by the Parent Guarantor or the other Restricted Subsidiaries, collectively, shall represent less than 5% of the components of such index, (iv) derivative transactions that are documented using either the 2014 ISDA Credit Derivatives Definitions or the 2003 ISDA Credit Derivatives Definitions (collectively, the “**ISDA CDS Definitions**”) shall be deemed to create a short position with respect to the relevant Specified Indebtedness if such Lender or its Affiliates is a protection buyer or the equivalent thereof for such derivative transaction and (x) the relevant Specified Indebtedness is a “Reference Obligation” under the terms of such derivative transaction (whether specified by name in the related documentation, included as a “Standard Reference Obligation” on the most recent list published by Markit, if “Standard Reference Obligation” is specified as applicable in the relevant documentation or in any other manner), (y) the relevant Specified Indebtedness would be a “Deliverable Obligation” under the terms of such derivative transaction or (z) the Parent Guarantor or any other Restricted Subsidiary is designated as a “Reference Entity” under the terms of such derivative transaction and (v) credit derivative transactions or other derivatives transactions not documented using the ISDA CDS Definitions shall be deemed to create a short position with respect to any Specified Indebtedness if such transactions offer the Lender or its Affiliates protection against a decline in the value of such Specified Indebtedness, or in the credit quality of the Parent Guarantor or any other Restricted Subsidiary, in each case, other than as part of an index so long as (x) such index is not created, designed, administered or requested by such Lender or its Affiliates and (y) the Parent Guarantor and the other Restricted Subsidiaries, and any instrument issued or guaranteed by the Parent Guarantor or the other Restricted Subsidiaries, collectively, shall represent less than 5% of the components of such index. In connection with any waiver, amendment or modification of this Agreement or the other Loan Documents, each Lender (other than any Lender that is a Regulated Bank or a Revolving Lender as of the Closing Date) will be deemed to have represented to the Parent Guarantor, the Borrowers and the Administrative Agent that it does not constitute a Net Short Lender, in each case, unless such Lender shall have notified the Parent Guarantor and the Administrative Agent prior to the requested response date with respect to such waiver, amendment or modification that it constitutes a Net Short Lender (it being understood and agreed that the Parent Guarantor, the Borrowers and the Administrative Agent shall be entitled to rely on each such representation and deemed representation). In no event shall the Administrative Agent be obligated to monitor as to whether any Lender is a Net Short Lender.

Section 10.03. Expenses; Indemnity.

(a) Subject to Section 10.05(f), the Borrowers shall pay (i) all reasonable and documented out-of-pocket expenses incurred by each Arranger, the Administrative Agent, the Collateral Agent and their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such Persons taken as a whole and, if necessary, of one local counsel in any relevant jurisdiction to all such Persons, taken as a whole) in connection with the syndication and distribution (including via the Internet or through a service such as Intralinks) of the Credit Facilities, the preparation, execution, delivery and administration of the Loan Documents and any related documentation, including in connection with any amendment, modification or waiver of any provision of any Loan Document (whether or not the transactions contemplated thereby are consummated, but only to the extent the preparation of any such amendment, modification or waiver was requested by the Borrowers) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Collateral Agent, the Arrangers, the Issuing Banks or the Lenders or any of their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such Persons taken as a whole and, if necessary, of one local counsel in any relevant jurisdiction to all such Persons, taken as a whole) in connection with the enforcement, collection or protection of their respective rights in connection with the Loan Documents, including their respective rights under this Section, or in connection with the Loans made and/or Letters of Credit issued hereunder. Except to the extent required to be paid on the Closing Date, all amounts due under this paragraph (a) shall be payable by the Borrowers within 30 days of receipt by the Parent Guarantor of an invoice setting forth such expenses in reasonable detail, together with backup documentation supporting the relevant reimbursement request.

(b) The Borrowers shall indemnify each Arranger, the Administrative Agent, each Issuing Bank, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages and liabilities (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to all Indemnities taken as a whole and, if reasonably necessary, one local counsel in any relevant jurisdiction to all Indemnities taken as a whole and, solely in the case of an actual or perceived conflict of interest after the affected Person notifies the Parent Guarantor of such conflict, (x) one additional counsel to all similarly situated affected Indemnities taken as a whole and (y) one additional local counsel in any relevant jurisdiction to all similarly situated affected Indemnities taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) the use of the proceeds of the Loans or the use of any Letter of Credit or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto (and regardless of whether such matter is initiated by a third party or by any Borrower, any other Loan Party or any of their respective Affiliates); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that any such loss, claim, damage or liability (i) is determined by a final and non-appealable judgment of a court of competent jurisdiction (or documented in any settlement agreement referred to below) to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or its Related Party or, to the extent such judgment finds (or any such settlement agreement acknowledges) that any such loss, claim, damage or liability has resulted from such Person’s or a Related Party of such Person’s material breach of the Loan Documents or (ii) arises out of any claim, litigation, investigation or proceeding brought by such Indemnitee against another Indemnitee (other than

any claim, litigation, investigation or proceeding that is brought by or against the Administrative Agent, any Issuing Bank or any Arranger, acting in its capacity as the Administrative Agent, as an Issuing Bank or as an Arranger) that does not involve any act or omission of the Parent Guarantor, any Borrower or any of its subsidiaries. Each Indemnitee shall be obligated to refund or return any and all amounts paid by the Borrowers pursuant to this Section 10.03(b) to such Indemnitee for any fees, expenses or damages to the extent such Indemnitee is not entitled to payment thereof in accordance with the terms hereof. All amounts due under this paragraph (b) shall be payable by the Borrowers within 30 days (x) after receipt by the Parent Guarantor of a written demand therefor, in the case of any indemnification obligations and (y) in the case of reimbursement of costs and expenses, after receipt by the Parent Guarantor of an invoice, setting forth such costs and expenses in reasonable detail, together with backup documentation supporting the relevant reimbursement request. This Section 10.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages or liabilities arising from any non-Tax claim.

(c) Each Loan Party jointly and severally shall promptly indemnify the Collateral Agent or any of its sub-agents against any cost, loss or liability incurred by any of them as a result of:

- (i) any failure by the Borrowers to comply with its obligations under Section 10.03 paragraph (i) above;
- (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorized;
- (iii) the taking, holding, protection or enforcement of the Collateral;
- (iv) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Collateral Agent by the Loan Documents or by law;
- (v) any default by any Loan Party in the performance of any of the obligations expressed to be assumed by it in the Loan Documents;
- (vi) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or
- (vii) acting as Collateral Agent or its sub-agent under the Loan Documents or which otherwise relates to any of the Collateral (otherwise, in each case, than by reason of the Collateral Agent or its sub-agent's gross negligence or willful misconduct).

The Collateral Agent and its sub-agents may, in priority to any payment to the Secured Parties, indemnify itself out of the Collateral in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this paragraph (c) and shall have a lien on the Collateral and the proceeds of the enforcement of the Collateral for all moneys payable to it.

(d) The Borrowers shall not be liable for any settlement or compromise of, or the consent to the entry of any judgment with respect to, any proceeding effected without its consent (which consent shall not be unreasonably withheld, delayed or conditioned), but if any proceeding is so settled, compromised or consented to with the Parent Guarantor's written consent, or if there is a final judgment entered against any Indemnitee in any such proceeding, the Borrowers agrees to indemnify and hold harmless each Indemnitee to the extent and in the manner set forth above. The Borrowers shall not, without the prior written consent of the affected Indemnitee (which consent shall not be unreasonably

withheld, conditioned or delayed), effect any settlement of any pending or threatened proceeding in respect of which indemnity has been sought hereunder by such Indemnatee unless (i) such settlement includes an unconditional release of such Indemnatee from all liability or claims that are the subject matter of such proceeding and (ii) such settlement does not include any statement as to any admission of fault or culpability.

Section 10.04. Waiver of Claim. To the extent permitted by applicable law, no party to this Agreement shall assert, and each hereby waives, any claim against any other party hereto, any other Loan Party and/or any Related Party of any thereof, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or any Letter of Credit or the use of the proceeds thereof, except, in the case of any claim by any Indemnatee against any Borrower, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 10.03.

Section 10.05. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that (i) except as provided under Section 6.07 and/or pursuant to any Permitted Reorganization, a Borrower may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by a Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with the terms of this Section (and any attempted assignment or transfer not complying with the terms of this Section shall be null and void and, with respect to any attempted assignment or transfer to any Disqualified Institution, subject to Section 10.05(f)). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and permitted assigns, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Arrangers, the Administrative Agent, the Collateral Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement. Any Successor Borrower permitted pursuant to a transaction referred to in clause (i) of the proviso above, shall thereafter be deemed to be and become a "Borrower" for all purposes hereunder, and such initial Borrower, as applicable, shall be released from its Loan Document Obligations in respect of this Agreement and the other Loan Documents.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of any Loan or Additional Commitment added pursuant to Sections 2.22, 2.23 or 10.02(c)) at the time owing to it) with the prior written consent (not to be unreasonably withheld or delayed) of:

(A) the Parent Guarantor; provided that the Parent Guarantor shall be deemed to have consented to any assignment of Term Loans (other than any such assignment to a Disqualified Institution or an affiliate thereof referred to in the last proviso of this clause (i) and identified to the Administrative Agent as such) if it has not expressly objected within 10 Business Days after receiving such written request; provided, further, that no consent of the Parent Guarantor shall be required (w) for any assignment of Term Loans or Term Commitments to another Lender, an Affiliate of any Lender or an Approved Fund, (x) for any assignment of Revolving Loans or Revolving Credit Commitments to another Revolving Lender or an Affiliate of any Revolving Lender or

(y) for any assignment during the continuance of a Specified Event of Default; provided further, that assignments between Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC, shall in each case be permitted without the consent of the Parent Guarantor.

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for any assignment to another Lender, any Affiliate of a Lender or any Approved Fund, or for any assignment to the Parent Guarantor and/or its Affiliates, which otherwise complies with the terms of this Section 10.05; provided further, that assignments between Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC, shall in each case be permitted without the consent of the Administrative Agent; and

(C) in the case of any Revolving Facility, each Issuing Bank and the Swingline Lender; provided further, that assignments between Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC, shall in each case be permitted without the consent of any Issuing Bank and/or Swingline Lender;

provided, that, notwithstanding the foregoing, the Parent Guarantor may, in its sole discretion, withhold its consent to any assignment to any Person that is not expressly a Disqualified Institution but is known by the Parent Guarantor to be an Affiliate of a Disqualified Institution without regard as to whether such Person is identifiable as an Affiliate of a Disqualified Institution on the basis of such Affiliate's name;

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of any assignment to another Lender, any Affiliate of any Lender or any Approved Fund or any assignment of the entire remaining amount of the relevant assigning Lender's Loans or commitments of any Class, the principal amount of Loans or commitments of the assigning Lender subject to the relevant assignment (determined on an aggregate basis in the event of concurrent assignments to Related Funds or by Related Funds) shall not be less than (x) \$1,000,000, in the case of Term Loans and Term Commitments and (y) \$5,000,000 in the case of Revolving Loans and Revolving Credit Commitments unless the Parent Guarantor and the Administrative Agent otherwise consent to a lesser amount;

(B) any partial assignment shall be made as an assignment of a proportionate part of all the relevant assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment Agreement via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of \$3,500 for Loans denominated in Dollars or or €3,500.00 for Loans denominated in Euros (which fee may be waived or reduced in the sole discretion of the Administrative Agent); and

(D) the relevant Eligible Assignee, if it is not a Lender, shall deliver on or prior to the effective date of such assignment, to the Administrative Agent and the

Parent Guarantor (irrespective of whether an Event of Default exists) (1) an Administrative Questionnaire and (2) any form required under Section 2.17.

(iii) Except as otherwise provided in Section 10.05(g), subject to the acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in any Assignment Agreement, the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned pursuant to such Assignment Agreement, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment Agreement, be released from its obligations under this Agreement (and, in the case of an Assignment Agreement covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be (A) entitled to the benefits of Sections 2.15, 2.16, 2.17 and 10.03 with respect to facts and circumstances occurring on or prior to the effective date of such assignment and (B) subject to its obligations thereunder and under Section 10.13). If any assignment by any Lender holding any Promissory Note is made after the issuance of such Promissory Note, the assigning Lender shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender such Promissory Note to the Administrative Agent for cancellation, and, following such cancellation, if requested by either the assignee or the assigning Lender, the applicable Borrowers shall issue and deliver a new Promissory Note to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new commitments and/or outstanding Loans of the assignee and/or the assigning Lender.

(iv) The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders and their respective successors and assigns, and the commitment of, and principal amount of and interest on the Loans and LC Disbursements owing to, each Lender or Issuing Bank pursuant to the terms hereof from time to time (the "**Register**"). Failure to make any such recordation, or any error in such recordation, shall not affect the applicable Borrowers' obligations in respect of such Loans and LC Disbursements. The entries in the Register shall be conclusive, absent manifest error, and the Borrowers, the Administrative Agent, the Collateral Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by each Borrower, each Issuing Bank and each Lender (but only as to its own holdings), at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment Agreement executed by an assigning Lender and an Eligible Assignee, the Eligible Assignee's completed Administrative Questionnaire and any tax certification required by paragraph (b)(i)(D) (2) of this Section, the processing and recordation fee referred to in paragraph (b) of this Section, if applicable, and any written consent to the relevant assignment required by paragraph (b) of this Section, the Administrative Agent shall promptly accept such Assignment Agreement and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(vi) By executing and delivering an Assignment Agreement, the assigning Lender and the Eligible Assignee thereunder shall be deemed to confirm and agree with each other and the other parties hereto as follows: (A) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and

that the amount of its commitments, and the outstanding balances of its Loans, in each case without giving effect to any assignment thereof which has not become effective, are as set forth in such Assignment Agreement, (B) except as set forth in clause (A) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statement, warranty or representation made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Parent Guarantor or any Restricted Subsidiary or the performance or observance by the Parent Guarantor or any Restricted Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (C) such assignee represents and warrants that it is an Eligible Assignee (and not a Disqualified Institution), legally authorized to enter into such Assignment Agreement; (D) such assignee confirms that it has received a copy of this Agreement and each then-applicable Acceptable Intercreditor Agreement, together with the most recent financial statements delivered pursuant to Section 5.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment Agreement; (E) such assignee will independently and without reliance upon the Administrative Agent, the assigning Lender or any other Lender and based on such documents and information as it deems appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (F) such assignee appoints and authorizes the Administrative Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent and the Collateral Agent, by the terms hereof, together with such powers as are reasonably incidental thereto; and (G) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(c) (i) Any Lender may, without the consent of the Parent Guarantor, the Administrative Agent, the Collateral Agent, any Issuing Bank, the Swingline Lender or any other Lender, sell participations to any bank or other entity (other than to any Disqualified Institution or an Affiliate thereof referred to in the last proviso of clause (b)(i) of this Section and identified to the Administrative Agent as such, any Defaulting Lender or any natural Person or any investment vehicle established primarily for the benefit of a natural person) (a “Participant”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its commitments and the Loans owing to it); provided that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent, the Collateral Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which any Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the relevant Participant, agree to any amendment, modification or waiver described in (x) clause (A) of the first proviso to Section 10.02(b) that directly and adversely affects the Loans or commitments in which such Participant has an interest and (y) clauses (B)(1), (2) or (3) of the first proviso to Section 10.02(b). Subject to paragraph (c)(ii) of this Section, the applicable Borrowers agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the limitations and requirements of such Sections and Section 2.19) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section (it being understood that the documentation required under Section 2.17(f) shall be delivered solely to the participating Lender). To the extent permitted by applicable Requirements of Law, each Participant also shall be entitled to the benefits of Section 10.09 as

though it were a Lender; provided that such Participant shall be subject to Section 2.18(c) as though it were a Lender.

(ii) No Participant shall be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 than the participating Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent such entitlement to a greater payment results from any Change in Law occurring after the sale of the participation.

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and their respective successors and assigns, and the principal amounts and stated interest of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to any Participant's interest in any Commitment, Loan, Letter of Credit or any other obligation under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the Treasury Regulations and the Proposed Treasury Regulations Section 1.163-5(b). The entries in the Participant Register shall be conclusive absent manifest error, and each Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as an Administrative Agent) shall not have any responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to any Disqualified Institution, Defaulting Lender or any natural person) to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to any Federal Reserve Bank or other central bank having jurisdiction over such Lender, and this Section 10.05 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release any Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (an "**SPC**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Parent Guarantor, the option to provide to the applicable Borrowers all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the applicable Borrowers pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan, (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof and (iii) in no event may any Lender grant any option to provide to the applicable Borrowers all or any part of any Loan that such Granting Lender would have otherwise been obligated to make to the applicable Borrowers pursuant to this Agreement to any Disqualified Institution or Defaulting Lender. The making of any Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that (i) an SPC shall be entitled to the benefits of Sections 2.15, Section 2.16 and Section 2.17 (subject to the limitations and requirements of such Sections and Section 2.19; it being understood that any documentation required to be provided by SPC under Section 2.17(f), shall be provided solely to the Granting Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; (ii) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrowers under this Agreement (including its

obligations under Section 2.15, 2.16 or 2.17) and no SPC shall be entitled to any greater amount under Section 2.15, 2.16 or 2.17 or any other provision of this Agreement or any other Loan Document that the Granting Lender would have been entitled to receive, except to the extent such entitlement to any greater amount results from any Change in Law occurring after the grant is made, (iii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender) and (iv) the Granting Lender shall for all purposes including approval of any amendment, waiver or other modification of any provision of the Loan Documents, remain the Lender of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the Requirements of Law of the U.S. or any state thereof; provided that (i) such SPC's Granting Lender is in compliance in all material respects with its obligations to the Borrowers hereunder and (ii) each Lender designating any SPC hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such SPC during such period of forbearance. In addition, notwithstanding anything to the contrary contained in this Section 10.05, any SPC may (i) with notice to, but without the prior written consent of, the Parent Guarantor or the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC.

(f)

(i) To the extent any assignment is made by a Lender to any Disqualified Institution without the Parent Guarantor's consent, to the extent the Parent Guarantor's consent is required under this Section 10.05, then such assignment shall not be null and void, but (x) such Disqualified Institution shall not be entitled to the benefit of any expense reimbursement or indemnification provisions of the Loan Documents (including without limitation Section 10.03 hereof) and (y) the Parent Guarantor may, at its sole expense and effort, upon notice to such Disqualified Institution and the Administrative Agent, (A) terminate any Commitment of such Disqualified Institution and repay all obligations of the Borrowers owing to such Disqualified Institution, (B) in the case of any outstanding Term Loans held by such Disqualified Institution, purchase such Term Loans by paying the lesser of (x) the amount that such Disqualified Institution paid to acquire such Term Loans and (y) par, plus accrued interest thereon, but excluding any premium, penalty, prepayment fee or breakage costs and/or (C) require that such Disqualified Institution assign, without recourse (in accordance with and subject to the restrictions contained in this Section 10.05), all of its interests, rights and obligations under this Agreement to one or more Eligible Assignees (and if such Person does not execute and deliver to the Administrative Agent a duly executed assignment agreement reflecting such assignment within five Business Days of the date on which such Eligible Assignee executes and delivers such assignment agreement to such Person, then such Person shall be deemed to have executed and delivered such assignment agreement without any action on its part); provided that in the case of clause (C), the relevant assignment shall otherwise comply with this Section 10.05 (except that no registration and processing fee required under this Section 10.05 shall be required with any assignment pursuant to this paragraph; provided, further, that in the case of the foregoing clauses (A)-(C), the Borrowers shall not be liable to any Person for breakage costs. Further, any Disqualified Institution identified by the Parent Guarantor to the Administrative Agent, (A) shall not be permitted to (x) receive information or reporting provided by any Loan Party, the

Administrative Agent or any Lender and/or (y) attend and/or participate in conference calls or meetings attended solely by the Lenders and the Administrative Agent and (B)(x) shall not for purposes of determining whether the Required Lenders or the majority Lenders under any Class have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document or (iii) directed or required any Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, have a right to consent (or not consent), otherwise act or direct or require any Agent or any Lender to take (or refrain from taking) any such action; it being understood that all Loans held by any Disqualified Institution shall be deemed to be not outstanding for all purposes of calculating whether the Required Lenders or all Lenders have taken any action and (y) shall be deemed to vote in the same proportion as Lenders that are not Disqualified Institutions in any proceeding under any Debtor Relief Law commenced by or against the Borrower or any other Loan Party. The rights and remedies available to the Borrowers pursuant to the foregoing provisions of this Section 10.05(f) shall be in addition to injunctive relief (without posting a bond or presenting evidence of irreparable harm) or any other remedies available to the Borrowers at law or in equity; it being understood and agreed that the Parent Guarantor and its subsidiaries will suffer irreparable harm if any Lender breaches any obligation under this Section 10.05 as it relates to any assignment, participation or pledge of any Loan or Commitment to any Disqualified Institution or any Affiliate thereof or any other Person to whom the Parent Guarantor's consent is required but not obtained. Nothing in this Section 10.05(f) shall be deemed to prejudice any right or remedy that the Parent Guarantor or the Borrowers may otherwise have at law or equity.

(ii) If any assignment or participation under this Section 5.02 is made (1) to any Affiliate of any Disqualified Institution (other than any Bona Fide Debt Fund that is not itself a Disqualified Institution) or (2) to the extent the Parent Guarantor's consent is required under this Section 5.02 (and not deemed to have been given pursuant to Section 10.05(b)(i)(A)), to any other Person, in each case of clauses (1) and (2) without the Parent Guarantor's prior written consent (any such person, a "Disqualified Person"), then any applicable Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Person and the Administrative Agent, (A) terminate any Commitment of such Disqualified Person and repay all obligations of the applicable Borrowers owing to such Disqualified Person, (B) in the case of any outstanding Term Loans held by such Disqualified Person, purchase such Term Loans by paying the lesser of (x) par and (y) the amount that such Disqualified Person paid to acquire such Term Loans, plus accrued interest thereon, accrued fees and all other amounts payable to it hereunder and/or (C) require such Disqualified Person to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 5.02), all of its interests, rights and obligations under this Agreement to one or more Eligible Assignees and if such person does not execute and deliver to the Administrative Agent a duly executed Assignment Agreement reflecting such assignment within five Business Days of the date on which the Eligible Assignee executes and delivers such Assignment Agreement to such person, then such person shall be deemed to have executed and delivered such Assignment Agreement without any action on its part; provided that (I) in the case of clauses (A) and (B), the Borrowers shall not be liable to the relevant Disqualified Person under Section 2.16 if any Adjusted Term SOFR Rate Loan owing to such Disqualified Person is repaid or purchased other than on the last day of the Interest Period relating thereto, (II) in the case of clause (C), the relevant assignment shall otherwise comply with this Section 5.02 (except that no registration and processing fee required under this Section 5.02 shall be required with any assignment pursuant to this paragraph). Further, any Disqualified Person identified by the Parent Guarantor to the Administrative Agent (A) shall not be permitted to (x) receive information or

reporting provided by any Loan Party, the Administrative Agent or any Lender and/or (y) attend and/or participate in conference calls or meetings attended solely by the Lenders and the Administrative Agent, (B) (x) shall not for purposes of determining whether the Required Lenders or the majority Lenders under any Class have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document or (iii) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, have a right to consent (or not consent), otherwise act or direct or require the Administrative Agent or any Lender to take (or refrain from taking) any such action; it being understood that all Loans held by any Disqualified Person shall be deemed to be not outstanding for all purposes of calculating whether the Required Lenders, majority Lenders under any Class or all Lenders have taken any action and (y) shall be deemed to vote in the same proportion as Lenders that are not Disqualified Persons in any proceeding under any Debtor Relief Law commenced by or against a Borrower or any other Loan Party and (C) shall not be entitled to receive the benefits of Section 10.03. For the sake of clarity, the provisions in this Section 10.05(f) shall not apply to any Person that is an assignee of any Disqualified Person, if such assignee is not a Disqualified Person.

(iii) Upon the request of any Lender, the Administrative Agent may and the Parent Guarantor will make the list of Disqualified Institutions (other than any Disqualified Institution that is a reasonably identifiable Affiliate of another Disqualified Institution on the basis of such Person's name) available to such Lender and such Lender may provide the list to any potential assignee for the purpose of verifying whether such Person is a Disqualified Institution, in each case so long as such Lender and such potential assignee agree to keep the list of Disqualified Institutions confidential in accordance with the terms hereof.

(iv) Notwithstanding anything herein to the contrary, the Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions or Net Short Lenders.

(g) Notwithstanding anything to the contrary contained herein, any Lender may, at any time, assign all or a portion of its rights and obligations under this Agreement in respect of its Term Loans to an Affiliated Lender on a non-pro rata basis (A) through Dutch Auctions, or similar transactions pursuant to procedures to be established by the applicable "auction agent" that are consistent with this Section 10.05(g), in each case open to all Lenders holding the relevant Term Loans on a pro rata basis or (B) through open market purchases (which purchases may be effected at any price as agreed between such Lender and such Affiliated Lender in their respective sole discretion), in each case with respect to clauses (A) and (B), without the consent of the Administrative Agent; provided that:

(i) any Term Loans acquired by any Affiliated Lender shall, to the extent permitted by applicable Requirements of Law, be retired and cancelled immediately upon the acquisition thereof; provided that upon any such retirement and cancellation, the aggregate outstanding principal amount of the Term Loans shall be deemed reduced by the full par value of the aggregate principal amount of the Term Loans so retired and cancelled, and each principal repayment installment with respect to the Initial Term Loans pursuant to Section 2.10(a) shall be reduced on a pro rata basis by the full par value of the aggregate principal amount of Initial Term Loans so cancelled;

(ii) any Term Loans acquired by any Affiliated Lender may (but shall not be required to) be contributed to the Parent Guarantor or any of its subsidiaries and, in exchange therefor, such Affiliated Lender may receive debt or equity securities of such entity or a direct or indirect parent entity or subsidiary thereof that are otherwise permitted to be issued by such entity at such time, it being understood that (x) any such Term Loans that are contributed to the Parent Guarantor or any of its Restricted Subsidiaries shall, to the extent permitted by applicable Requirements of Law, be retired and cancelled immediately upon such contribution and (y) any such contribution shall be treated as a capital contribution that builds the Available Amount pursuant to clause (iii) of the definition thereof by an amount equal to the fair market value (as determined by the Parent Guarantor in good faith) of the Term Loans so contributed; provided that if the fair market value of such Term Loans cannot be determined by the Parent Guarantor, the fair market value shall be deemed to be the purchase price of such Term Loans paid by such Affiliated Lender; provided that upon any such cancellation, the aggregate outstanding principal amount of the Term Loans shall be deemed reduced, as of the date of such contribution, by the full par value of the aggregate principal amount of the Term Loans so contributed and cancelled, and each principal repayment installment with respect to the Initial Term Loans pursuant to Q shall be reduced pro rata by the full par value of the aggregate principal amount of Initial Term Loans so contributed and cancelled;

(iii) the relevant Affiliated Lender and assigning Lender shall have executed an Affiliated Lender Assignment and Assumption;

(iv) after giving effect to such assignment and to all other assignments to all Affiliated Lenders, the aggregate principal amount of all Term Loans then held by all Affiliated Lenders shall not exceed 25% of the aggregate principal amount of the Term Loans then outstanding (after giving effect to any substantially simultaneous cancellations thereof) (the “**Affiliated Lender Cap**”); provided that each party hereto acknowledges and agrees that the Administrative Agent shall not be liable for any losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever incurred or suffered by any Person in connection with any compliance or non-compliance with this clause (g)(iii) or any purported assignment exceeding the Affiliated Lender Cap (it being understood and agreed that the Affiliated Lender Cap is intended to apply to any Loans made available to Affiliated Lenders by means other than formal assignment (e.g., as a result of an acquisition of another Lender (other than any Debt Fund Affiliate) by any Affiliated Lender or the provision of Additional Term Loans by any Affiliated Lender); provided, further, that to the extent that any assignment to any Affiliated Lender would result in the aggregate principal amount of all Term Loans held by Affiliated Lenders exceeding the Affiliated Lender Cap (after giving effect to any substantially simultaneous cancellations thereof), the assignment of the relevant excess amount shall be null and void;

(v) in connection with any assignment effected pursuant to a Dutch Auction, open market purchase conducted by the Parent Guarantor or any of its Restricted Subsidiaries, (A) the relevant Person may not use the proceeds of any Revolving Loans to fund such assignment and (B) no Event of Default shall exist at the time of acceptance of bids for the Dutch Auction or the confirmation of such open market purchase, as applicable;

(vi) by its acquisition of Term Loans, each relevant Affiliated Lender shall be deemed to have acknowledged and agreed that:

(A) the Term Loans held by such Affiliated Lender shall be disregarded in both the numerator and denominator in the calculation of any Required Lender or other Lender vote; provided that (x) such Affiliated Lender shall have the right to vote (and the Term Loans held by such Affiliated Lender shall not be so disregarded) with respect to any amendment, modification, waiver, consent or other action that requires the vote of all Lenders or all Lenders directly and adversely affected thereby, as the case may be and (y) no amendment, modification, waiver, consent or other action shall (1) disproportionately affect such Affiliated Lender in its capacity as a Lender as compared to other Lenders of the same Class that are not Affiliated Lenders or (2) deprive any Affiliated Lender of its share of any payments which the Lenders are entitled to share on a pro rata basis hereunder, in each case without the consent of such Affiliated Lender; and

(B) such Affiliated Lender, solely in its capacity as an Affiliated Lender, will not be entitled to (i) attend (including by telephone) or participate in any meeting or discussion (or portion thereof) among the Administrative Agent or any Lender or among Lenders to which the Loan Parties or their representatives are not invited or (ii) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and one or more Lenders, except to the extent such information or materials have been made available by the Administrative Agent or any Lender to any Loan Party or its representatives (and in any case, other than the right to receive notices of Borrowings, prepayments and other administrative notices in respect of its Term Loans required to be delivered to Lenders pursuant to Article 2); and

(vii) No Affiliated Lender shall be required to represent or warrant that it is not in possession of material non-public information with respect to the Parent Guarantor and/or any subsidiary thereof and/or their respective securities in connection with any assignment permitted by this Section 10.05(g).

Notwithstanding anything to the contrary contained herein, any Lender may, at any time, assign all or a portion of its rights and obligations under this Agreement in respect of its Loans and/or Commitments to any Debt Fund Affiliate, and any Debt Fund Affiliate may, from time to time, purchase Loans and/or Commitments (x) on a non-pro rata basis through Dutch Auctions or similar transactions open to all applicable Lenders or (y) on a non-pro rata basis through open market purchases (which purchases may be effected at any price as agreed between such Lender and such Debt Fund Affiliate in their respective sole discretion), in each case without the consent of the Administrative Agent and notwithstanding the requirements set forth in subclauses (i) through (vii) of this clause (g); provided that the Loans and unused Commitments of all Debt Fund Affiliates shall not account for more than 49.9% of the amounts included in determining whether the Required Lenders or Required Revolving Lenders have (A) consented to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom or (B) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to any Loan Document; it being understood and agreed that the portion of the Loans and/or Commitments that accounts for more than 49.9% of the relevant Required Lender or Required Revolving Lender action shall be deemed to be voted pro rata along with other Lenders that are not Debt Fund Affiliates. Any Term Loans acquired by any Debt Fund Affiliate may (but shall not be required to) be contributed to the Parent Guarantor or any of its subsidiaries or parent entities and, in exchange therefor, such Debt Fund Affiliate may receive debt or equity securities of such entity or a direct or indirect parent entity or subsidiary thereof that are otherwise permitted to be issued by such entity at such time (it being

understood that if any Term Loans are so contributed to the Parent Guarantor or any Restricted Subsidiary, the provisions of Section 10.05(g)(i) shall apply to such contributed Term Loans mutatis mutandis).

Notwithstanding anything to the contrary herein, at the election of the Parent Guarantor, Revolving Loans and Revolving Credit Commitments held by a Defaulting Lender may be assigned to an Affiliated Lender without the need for the consent of any other Person, with the price of such assignment being the lower of (i) par plus accrued and unpaid interest and commitment fees thereon and (ii) such lower amount as agreed by the applicable Defaulting Lender and such Affiliated Lender; provided that Revolving Lenders that are not Defaulting Lenders shall have the right to repurchase such assigned Revolving Loans and Revolving Credit Commitments from such Affiliated Lender, with the price of such assignment being the lower of (i) par plus accrued and unpaid interest and commitment fees thereon and (ii) such lower amount as agreed by such Revolving Lender and such Affiliated Lender; provided further that the provisions of Section 10.05(g)(v) above shall apply with respect to such Revolving Loans or Revolving Credit Commitments acquired and held by an Affiliated Lender, other than an Affiliated Lender that is a Debt Fund Affiliate, in which case only the limitation set forth in the immediately preceding paragraph shall apply.

Notwithstanding anything to the contrary herein, any allocation of rights or obligations under the Loan Documents that (i) is solely among the Parent Guarantor or any of its subsidiaries for tax, accounting or other bona fide business purposes (including through any contribution and/or co-borrower agreement) and (ii) does not change the underlying obligations of the Loan Parties under this Agreement to the Lenders shall not constitute an assignment under this Agreement requiring the consent of the Administrative Agent or any Lender.

(h) Any Lender to which any rights or obligations under the Loan Documents have been assigned and/or transferred in accordance with this Section may, if it considers it necessary to make such assignment or transfer effective as against any French Guarantor, arrange for the relevant Assignment Agreement to be notified to it by registered letter with acknowledgment of receipt, or acknowledged by it, in accordance with articles 1216 or 1324 of the French *Code civil* (Civil Code) (as applicable).

Section 10.06. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loan and issuance of any Letter of Credit regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or the Collateral Agent may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect until the Termination Date. The provisions of Sections 2.15, 2.16, 2.17, 10.03 and 10.13 (with respect to Section 10.13, only for a period of one year following such Termination Date) and Article 9 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit or any Commitment, the occurrence of the Termination Date or the termination of this Agreement or any provision hereof but in each case, subject to the limitations set forth in this Agreement.

Section 10.07. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and the Fee Letters, as applicable, and any separate letter agreements with respect to

fees payable to the Administrative Agent and the Collateral Agent constitute the entire agreement among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective upon satisfaction of the conditions set forth in Section 4.01, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in this Agreement, any other Loan Document or any other document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, electronic records or the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent and/or the Collateral Agent, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 10.08. Severability. To the extent permitted by applicable Requirements of Law, any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 10.09. Right of Setoff. At any time when an Event of Default exists, upon the written consent of the Administrative Agent and each Issuing Bank, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Requirements of Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations (in any currency) at any time owing by the Administrative Agent, the Collateral Agent, such Issuing Bank or such Lender to or for the credit or the account of the Borrowers or any other Loan Party against any of and all the Obligations held by the Administrative Agent, the Collateral Agent, such Issuing Bank or such Lender, irrespective of whether or not the Administrative Agent, the Collateral Agent, such Issuing Bank or such Lender shall have made any demand under the Loan Documents and although such obligations may be contingent or unmatured or are owed to a branch or office of such Lender or Issuing Bank different than the branch or office holding such deposit or obligation on such Indebtedness. Any applicable Lender or Issuing Bank shall promptly notify the Parent Guarantor and the Administrative Agent of such set-off or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section. The rights of each Lender, each Issuing Bank, the Collateral Agent and the Administrative Agent under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender, such Issuing Bank, the Collateral Agent or the Administrative Agent may have.

Section 10.10. Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN ANY OTHER LOAN DOCUMENT) AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN ANY OTHER LOAN DOCUMENT), WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR

OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE REQUIREMENTS OF LAW SUBJECT TO SUCH EXEMPTIONS AS SET OUT IN THE OPINIONS RENDERED UNDER SECTION 4.01(B). EACH PARTY HERETO AGREES THAT EACH OF THE ADMINISTRATIVE AGENT AND THE COLLATERAL AGENT RETAINS THE RIGHT TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY COLLATERAL DOCUMENT.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT.

(d) TO THE EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 10.01. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY LOAN DOCUMENT THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE REQUIREMENTS OF LAW. EACH LOAN PARTY THAT IS ORGANIZED UNDER THE LAWS OF A JURISDICTION OUTSIDE THE UNITED STATES HEREBY APPOINTS AMER SPORTS COMPANY AS ITS AGENT FOR SERVICE OF PROCESS IN ANY MATTER RELATED TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS AND AMER SPORTS COMPANY HEREBY ACCEPTS SUCH APPOINTMENT.

Section 10.11. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.12. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 10.13. Confidentiality. Each of the Administrative Agent, the Collateral Agent, each Lender, each Issuing Bank and each Arranger agrees (and each Lender agrees to cause its SPC, if any) to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to its and its Affiliates' directors, officers, managers, employees, independent auditors, or other experts and advisors, including accountants, legal counsel and other advisors (collectively, the "**Representatives**") on a confidential "need to know" basis solely in connection with the transactions contemplated hereby and who are informed of the confidential nature of the Confidential Information and are or have been advised of their obligation to keep the Confidential Information of this type confidential; provided that such Person shall be responsible for its Affiliates' and their Representatives' compliance with this paragraph; provided, further, that unless the Parent Guarantor otherwise consents, no such disclosure shall be made by the Administrative Agent, any Issuing Bank, any Arranger, any Lender or any Affiliate or Representative thereof to any Affiliate or Representative of the Administrative Agent, any Issuing Bank, any Arranger, or any Lender that is a Disqualified Institution, (b) upon the demand or request of any regulatory or governmental authority having jurisdiction over such Person or its Affiliates (in which case such Person shall, except with respect to any audit or examination conducted by bank accountants or any Governmental Authority or regulatory authority exercising examination or regulatory authority, to the extent permitted by applicable Requirements of Law, (i) inform the Parent Guarantor promptly in advance thereof and (ii) ensure that any information so disclosed is accorded confidential treatment), (c) to the extent compelled by legal process in, or reasonably necessary to, the defense of such legal, judicial or administrative proceeding, in any legal, judicial or administrative proceeding or otherwise as required by applicable Requirements of Law (in which case such Person shall (i) to the extent permitted by law, inform the Parent Guarantor promptly in advance thereof, (ii) ensure that any such information so disclosed is accorded confidential treatment and (iii) allow the Borrowers a reasonable opportunity to object to such disclosure in such proceeding), (d) to any other party to this Agreement, (e) subject to an acknowledgment and agreement by the relevant recipient that the Confidential Information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as otherwise reasonably acceptable to the Parent Guarantor and the Administrative Agent) in accordance with the standard syndication process of the Arrangers or market standards for dissemination of the relevant type of information, which shall in any event require "click through" or other affirmative action on the part of the recipient to access the Confidential Information and acknowledge its confidentiality obligations in respect thereof, to (i) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or prospective Participant in, any of its rights or obligations under this Agreement, including any SPC (in each case other than a Disqualified Institution),

(ii) any pledgee referred to in Section 10.05, (iii) any actual or prospective direct or indirect provider of credit insurance or other credit protection direct or indirect contractual counterparty (or its advisors, but not any Disqualified Institution) to any Derivative Transaction (including any credit default swap) or similar derivative product to which any Loan Party is a party and (iv) subject to the Parent Guarantor's prior approval of the information to be disclosed (not to be unreasonably withheld or delayed), to Moody's or S&P on a confidential basis in connection with obtaining or maintaining ratings as required under Section 5.13, (f) with the prior written consent of the Parent Guarantor and (g) to the extent the Confidential Information becomes publicly available other than as a result of a breach of this Section by such Person, its Affiliates or their respective Representatives. In addition, the Administrative Agent, the Collateral Agent or any Lender may disclose the existence of this Agreement and publicly available information about this Agreement to market data collectors and similar service providers to the lending industry (including to the CUSIP Service Bureau in connection with the issuance and monitoring of CUSIP numbers with respect to the facilities). For purposes of this Section, "**Confidential Information**" means all information relating to the Parent Guarantor and/or any of its subsidiaries and their respective businesses, the Transactions (including any information obtained by the Administrative Agent, the Collateral Agent, any Issuing Bank, any Lender or any Arranger, or any of their respective Affiliates or Representatives, based on a review of any books and records relating to the Parent Guarantor and/or any of its subsidiaries and their respective Affiliates from time to time, including prior to the date hereof) other than any such information that is publicly available to the Administrative Agent or the Collateral Agent or any Arranger, Issuing Bank, or Lender on a non-confidential basis prior to disclosure by the Parent Guarantor or any of its subsidiaries. For the avoidance of doubt, in no event shall any disclosure of any Confidential Information be made to a Person that is a Disqualified Institution at the time of disclosure. The respective obligations of each Term Lender (other than any Regulated Bank or any Person who was a Term Lender as a result of its market-making activities) under this Section shall survive, to the extent applicable to such Person, (x) the occurrence of the Termination Date, (y) any assignment of its rights and obligations under this Agreement and (z) the resignation or removal of the Administrative Agent, any Issuing Bank or any Lender. The respective obligations of the Administrative Agent, each Revolving Lender and each Issuing Bank under this Section shall survive until two years after the earlier of, to the extent applicable to such Person, (x) the occurrence of the Termination Date, (y) any assignment of its rights and obligations under this Agreement and (z) the resignation or removal of the Administrative Agent, any Issuing Bank or any Revolving Lender.

For the avoidance of doubt, nothing in this Section 10.13 shall prohibit any Person from voluntarily disclosing or providing any Confidential Information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a "**Regulatory Authority**") to the extent that any such prohibition on disclosure set forth in this Section 10.13 shall be prohibited by the laws or regulations applicable to such Regulatory Authority.

Each Loan Party hereby expressly consents, in accordance with section 38 para. 2 no. 5 of the Austrian Banking Act (*Bankwesengesetz – BWG*) and any other applicable laws or regulations governing banking secrecy to the disclosure and delivery of information made to any of the recipients set forth in this Section 10.13 and for the purposes and to the extent described herein. This consent serves as explicit waiver (*Verzicht*) by each Loan Party of applicable banking secrecy obligations on the part of any Secured Party.

Section 10.14. No Fiduciary Duty. Each of the Administrative Agent, the Collateral Agent, the Arrangers, each Lender, each Issuing Bank and their respective Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**"), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their respective affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship

or fiduciary or other implied duty between any Lender, on the one hand, and such Loan Party, its respective stockholders or its respective affiliates, on the other. Each Loan Party acknowledges and agrees that: (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender, in its capacity as such, has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its respective stockholders or its respective affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Loan Party, its respective stockholders or its respective Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Lender, in its capacity as such, is acting solely as principal and not as the agent or fiduciary of such Loan Party, its respective management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that such Loan Party has consulted its own legal, tax and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto.

Section 10.15. Several Obligations.

(a) The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan, issue any Letter of Credit or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder.

(b) Without prejudice to Section 10.03(c), the respective obligations of the Borrowers hereunder are several and not joint. References herein to "Obligations of the Borrowers" or similar words of import are used solely for administrative convenience and are not intended to create liability that is joint and several.

Section 10.16. USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Loan Parties that, pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name, address and tax identification number of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the USA PATRIOT Act.

Section 10.17. Disclosure. Each Loan Party, each Issuing Bank and each Lender hereby acknowledges and agrees that the Administrative Agent, the Collateral Agent and/or their respective Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

Section 10.18. Appointment for Perfection. Each Lender hereby appoints each other Lender and each Issuing Bank as its agent for the purpose of perfecting Liens for the benefit of the Collateral Agent, the Administrative Agent, the Issuing Banks and the Lenders, in assets which, in accordance with Article 10 of the UCC or any other applicable Requirements of Law can be perfected only by possession. If any Lender or Issuing Bank (other than the Collateral Agent) obtains possession of any Collateral, such Lender or such Issuing Bank shall notify the Collateral Agent thereof and, promptly upon the Collateral Agent's request therefor, shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

Section 10.19. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan or Letter of Credit, together with all fees, charges and other amounts which are treated as interest on such Loan or Letter of Credit under applicable law (collectively, the “**Applicable Charges**”), shall exceed the maximum lawful rate (the “**Maximum Rate**”) which may be contracted for, charged, taken, received or reserved by the Lender or Issuing Bank holding such Loan or Letter of Credit in accordance with applicable Requirements of Law, the rate of interest payable in respect of such Loan or Letter of Credit hereunder, together with all Applicable Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Applicable Charges that would have been payable in respect of such Loan or Letter of Credit but were not payable as a result of the operation of this Section shall be cumulated and the interest and Applicable Charges payable to such Lender or Issuing Bank in respect of other Loans or Letters of Credit or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the applicable Overnight Rate to the date of repayment, shall have been received by such Lender or Issuing Bank.

Section 10.20. Judgment Currency.

(a) If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court in any jurisdiction, it becomes necessary to convert into any other currency (such other currency being hereinafter in this Section 10.20 referred to as the “**Judgment Currency**”) an amount due under any Loan Document in any currency (the “**Obligation Currency**”) other than the Judgment Currency, the conversion shall be made at the rate of exchange prevailing on the Business Day immediately preceding the date of actual payment of the amount due, in the case of any proceeding in the courts of any jurisdiction that will give effect to such conversion being made on such date, or the date on which the judgment is given, in the case of any proceeding in the courts of any other jurisdiction (the applicable date as of which such conversion is made pursuant to this Section 10.20 being hereinafter in this Section 10.20 referred to as the “**Judgment Conversion Date**”).

(b) If, in the case of any proceeding in the court of any jurisdiction referred to in Section 10.20(a), there is a change in the rate of exchange prevailing between the Judgment Conversion Date and the date of actual receipt for value of the amount due, then the applicable Loan Party or Loan Parties shall pay such additional amount (if any, but in any event not a lesser amount) as may be necessary to ensure that the amount actually received in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will provide the amount of the Obligation Currency which could have been purchased with the amount of the Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date. Any amount due from any Loan Party under this Section 10.20(b) shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of any of the Loan Documents.

(c) The term “rate of exchange” in this Section 10.20 means the rate of exchange at which Administrative Agent, on the relevant date at or about 12:00 noon (New York time), would be prepared to sell, in accordance with Administrative Agent’s normal course foreign currency exchange practices, the Obligation Currency against the Judgment Currency.

Section 10.21. Conflicts. Notwithstanding anything to the contrary contained herein or in any other Loan Document, in the event of any conflict or inconsistency between this Agreement and any other Loan Document, the terms of this Agreement shall govern and control.

Section 10.22. Release of Guarantors.

(a) Notwithstanding anything in Section 10.02(b) to the contrary, (x) any Subsidiary Guarantor shall automatically be released from its obligations hereunder and under the other Loan Documents (and its Loan Guarantee and any Liens on its property securing any of the Obligations shall be automatically released) (i) upon the consummation of any permitted transaction or series of related transactions or the occurrence of any other permitted event or circumstance if as a result thereof such Subsidiary Guarantor ceases to be a Restricted Subsidiary (including by merger, amalgamation or dissolution) or becomes an Excluded Subsidiary as a result of a single transaction or series of related transactions or other event or circumstance permitted hereunder; *provided*, that the release of any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Subsidiary Guarantor becomes an Excluded Subsidiary of the type described in clause (a) of the definition thereof shall only be permitted if the primary purpose of the transaction resulting in such Guarantor becoming an Excluded Subsidiary of such type was not to evade the Collateral and Guarantee Requirement (as reasonably determined by the Parent Guarantor) or (ii) upon the occurrence of the Termination Date and/or (y) any Subsidiary Guarantor that qualifies as an “Excluded Subsidiary” shall be released from its obligations hereunder and under the other Loan Documents (and its Loan Guarantee and any Liens on its property securing any of the Obligations shall be automatically released) by the Administrative Agent promptly following the request therefor by the Parent Guarantor. Without limiting the foregoing, in the event that Receivables Facility Assets become subject to a Qualified Receivables Facility, whether by transfer or conveyance or by placing a security interest, trust or other encumbrance required by a Qualified Receivables Facility with respect to such Receivables Facility Assets, the Liens under the Loan Documents on such Receivables Facility Assets (including proceeds thereof and any deposit accounts holding exclusively such proceeds) shall be automatically released (or such Receivables Facility Assets, proceeds or deposit accounts re-assigned). Each Secured Party hereby consents to any release or re-assignment contemplated by this Section 10.22 and any steps any Agent may take or request to give effect to such release or re-assignment under the governing law of such Lien.

(b) In connection with any such release, the Administrative Agent shall, subject to receipt of an officer’s certificate from the Parent Guarantor certifying that such transaction and release are permitted hereunder, promptly execute and deliver to the relevant Loan Party, at such Loan Party’s expense, all documents that such Loan Party shall reasonably request to evidence termination or release. Any execution and delivery of any document pursuant to the preceding sentence of this Section 10.22 shall be without recourse to or warranty by the Administrative Agent.

Section 10.23. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and each party hereto agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution

that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 10.24. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and the Collateral Agent, and not, for the avoidance of doubt, to or for the benefit of the Parent Guarantor or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing among the Administrative Agent and the Collateral Agent, in their sole discretion, and such Lender.

(b) In addition, unless either (1) the preceding clause (a)(i) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with the preceding clause (a)(iv), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative

Agent and the Collateral Agent, and not, for the avoidance of doubt, to or for the benefit of the Parent Guarantor or any other Loan Party, that neither the Administrative Agent nor the Collateral Agent is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent or any Collateral Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 10.25. Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedge Agreements or any other agreement or instrument that is a QFC (such support, "**QFC Credit Support**" and each such QFC a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) in the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 10.25, the following terms have the following meanings:

"**BHC Act Affiliate**" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"**Covered Entity**" means any of the following:

- (iii) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §252.82(b);
- (iv) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §47.3(b); or

(v) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. §382.2(b).

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

(b) “**QFC**” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

Section 10.26. Erroneous Payments.

(i) Each Lender, Issuing Bank or Secured Party hereby agrees that if the Administrative Agent notifies a Lender, Issuing Bank or Secured Party or any Person who has received funds on behalf of a Lender, Issuing Bank or Secured Party (any such Lender, Issuing Bank, Secured Party or other recipient (and each of their respective successors and assigns), a “Payment Recipient”) that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (ii)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Issuing Bank, Secured Party or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “Erroneous Payment”) such Lender, Issuing Bank or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than one Business Day thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (i) shall be conclusive, absent manifest error.

(ii) Without limiting immediately preceding clause (i), each Lender, Issuing Bank, Secured Party or any Person who has received funds on behalf of a Lender, Issuing Bank or Secured Party (and each of their respective successors and assigns), agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender, Issuing Bank, Secured Party or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(A) it acknowledges and agrees that (I) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made or (II) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(B) such Lender, Issuing Bank or Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 10.26(ii) and, upon demand from the Administrative Agent, such Lender, Issuing Bank or Secured Party shall promptly, but in no event later than one Business Day thereafter (or such later date as the Administrative Agent, may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent pursuant to this Section 8(l)(ii) shall not have any effect on a Payment Recipient's obligations pursuant to Section 8(l)(i) or on whether or not an Erroneous Payment has been made.

(iii) Each Lender, Issuing Bank or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, Issuing Bank or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender, Issuing Bank or Secured Party under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under immediately preceding clause (i).

(iv) Each of the Borrowers and each other Loan Party hereby agrees that (x) in the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf), the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by any of the Borrowers or any other Loan Party.

(v) Each of the Borrowers and each other Loan Party hereby agrees that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by any of the Borrowers or any other Loan Party.

(vi) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim,

counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on “discharge for value” or any similar doctrine.

(vii) Each party’s obligations, agreements and waivers under this Section 10.26 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or Issuing Bank, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

Section 10.27. Intercreditor Agreement. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. EACH LENDER AND ISSUING BANK HEREUNDER AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND AUTHORIZES AND INSTRUCTS THE ADMINISTRATIVE AGENT TO ENTER INTO THE INTERCREDITOR AGREEMENT AS “FIRST LIEN CREDIT AGREEMENT COLLATERAL AGENT” (OR OTHER APPLICABLE TITLE) AND ON BEHALF OF SUCH LENDER OR ISSUING BANK. THE PROVISIONS OF THIS SECTION 10.27 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF THE INTERCREDITOR AGREEMENT, THE FORM OF WHICH IS ATTACHED AS AN EXHIBIT TO THIS AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER AND ISSUING BANK IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER OR ISSUING BANK AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT. THE FOREGOING PROVISIONS ARE INTENDED AS AN INDUCEMENT TO THE LENDERS UNDER THE SECOND LIEN CREDIT AGREEMENT TO EXTEND CREDIT THEREUNDER AND SUCH LENDERS ARE INTENDED THIRD PARTY BENEFICIARIES OF SUCH PROVISIONS AND THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

Section 10.28. Acknowledgements of Lenders and Issuing Banks. (a) Each Lender and each Issuing Bank represents and warrants that (1) the Loan Documents set forth the terms of a commercial lending facility, (2) in participating as a Lender, it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender or Issuing Bank, in each case in the ordinary course of business, and not for the purpose of investing in the general performance or operations of the Borrowers, or for the purpose of purchasing, acquiring or holding any other type of financial instrument such as a security (and each Lender and each Issuing Bank agrees not to assert a claim in contravention of the foregoing, such as a claim under the federal or state securities laws), (3) it has, independently and without reliance upon the Administrative Agent, any Arranger, or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder and (4) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such Issuing Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Arranger or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such

documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrowers and their Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(b) Each Lender, by delivering its signature page to this Agreement on the Closing Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Closing Date.

Section 10.29. Acknowledgements Regarding Anti-Boycott Laws.

(a) Sections 3.07, 3.17 and 5.08 shall not be interpreted or applied to the Parent Guarantor or any of its Restricted Subsidiaries to the extent that the obligations thereunder result in any violation of, conflict with or liability under (i) Council Regulation (EC) 2271/96, (ii) section 7 of the German Foreign Trade Regulation (Außenwirtschaftsverordnung), (iii) the Foreign Extraterritorial Measures Act (Canada) or (iv) any similar anti-boycott or blocking law, regulation or statute that is in force from time to time in the European Union or in any jurisdiction of incorporation of any of the Parent Guarantor or any of its Restricted Subsidiaries.

(b) In relation to the Administrative Agent, any Arranger, or any other Lender or Issuing Bank that notifies the Administrative Agent to this effect (each a Restricted Finance Party), Sections 3.07, 3.17 and 5.08 shall only apply for the benefit of that Restricted Finance Party to the extent that the sanctions clauses do not result in any violation of, conflict with or liability under: (i) Council Regulation (EC) 2271/96, (ii) section 7 of the German Foreign Trade Regulation (Außenwirtschaftsverordnung), (iii) the Foreign Extraterritorial Measures Act (Canada) or (iv) any similar anti-boycott or blocking law, regulation or statute that is in force from time to time in the European Union or in any jurisdiction of incorporation of a member of any of the Parent Guarantor or any of its Restricted Subsidiaries.

Section 10.30. Swiss Limitations.

If and to the extent that obligations of a Swiss Guarantor under the Loan Documents, are for the benefit of its direct or indirect affiliates (other than its direct or indirect wholly owned subsidiaries) and that complying with such obligations would constitute a repayment of capital (*Einlagerückgewähr*), a violation of the legally protected reserves (*gesetzlich geschützte Reserven*) or the payment of a (constructive) dividend (*Gewinnausschüttung*) by such Swiss Guarantor or would otherwise be restricted under Swiss corporate law then applicable (the “**Restricted Obligations**”), the following provisions shall apply:

The aggregate liability of a Swiss Guarantor for Restricted Obligations under the Loan Documents, including, without limitation, under the guarantee, shall be limited to the extent and in the maximum amount of its freely disposable equity (*frei verfügbares Eigenkapital*) at the point in time such Swiss Guarantor’s obligations fall due (including, without limitation, any statutory reserves which can be transferred into unrestricted, distributable reserves) (the “**Available Amount**”), provided that this is a requirement under applicable law and practice at that time and further provided that such limitation (as may apply from time to time or not) shall not (generally or definitively) release such Swiss Guarantor from performing Restricted Obligations hereunder in excess thereof, but merely postpone the

performance date therefor until such times as performance is again permitted notwithstanding such limitation.

If the enforcement of the obligations of the Swiss Guarantor under the Loan Documents or an applicable guarantee would be limited due to the effects set out hereunder, the Swiss Guarantor shall further, to the extent permitted by applicable law and Swiss accounting standards and upon request by the Collateral Agent, (i) write up or sell any of its assets that are shown in its balance sheet with a book value that is significantly lower than the market value of the assets, in case of sale, however, only if such assets are not necessary for the Swiss Guarantor's business (*nicht betriebsnotwendig*) and/or (ii) reduce its share capital to the minimum allowed under then applicable law, provided that such steps are permitted under the Loan Documents.

Immediately after having been requested to perform Restricted Obligations under the Loan Documents, a Swiss Guarantor shall and any parent company of such Swiss Guarantor shall procure that such Swiss Guarantor will:

(i) if and to the extent requested by the Collateral Agent or required under then applicable Swiss law, provide the Collateral Agent, within 30 Business Days, with (a) an interim up-to-date balance sheet audited by its statutory auditors, (b) the determination by the statutory auditors of the Available Amount based on such interim audited balance sheet and (c) a confirmation from the statutory auditors of such Swiss Guarantor that the Available Amount complies with the provisions of Swiss corporate law which are aimed at protecting the share capital and legal reserves;

take such further corporate and other action which may be necessary at the time (such as board and shareholder approvals and the receipt of any confirmations from its statutory auditors) in order to allow a prompt payment under the Loan Documents with a minimum of limitations; and/or

(ii) immediately after confirming the Available Amount in accordance with sub-paragraph (i) above, procure that any amounts received or collected by the Collateral Agent (or its bailee) under and in connection with Restricted Obligations under the Loan Documents in excess of the Available Amount shall be retransferred to it as soon as possible and, if not already done so, be paid up to the Available Amount (less, if required, any Swiss withholding tax) to the Collateral Agent (or its bailee).

Payments by Swiss Guarantors may be reduced due to the obligation to deduct the Swiss Withholding Tax on dividends (currently at the rate of 35% subject to applicable double taxation treaties), to the extent that the payment is regarded as a distribution of dividends to its shareholders or any other related party. The Swiss Withholding Tax on dividends must be deducted from the gross payment unless a notification procedure applies.

If required under applicable law (including double tax treaties) in force at the time it is required to perform Restricted Obligations under the Loan Documents, a Swiss Guarantor and any parent company of such Swiss Guarantor shall:

(i) use their best efforts to ensure that any payments under the Loan Documents can be made without deduction of Swiss Withholding Tax on dividends or with deduction of Swiss Withholding Tax on dividends at a reduced rate, by discharging the liability to such tax by notification pursuant to applicable law (including tax treaties) rather than payment of the tax;

(ii) if and to the extent required by applicable law in force at the relevant time (including double taxation treaties), a Swiss Guarantor shall:

(A) deduct the Swiss Withholding Tax on dividends at the rate of 35% (or such other rate as is in force at that time) from any payment under the Loan Documents;

(B) pay the Swiss Withholding Tax on dividends to the Swiss Federal Tax Administration; and

(C) notify and provide evidence to the Collateral Agent that the Swiss Withholding Tax on dividends has been paid to the Swiss Federal Tax Administration.

A Swiss Guarantor and any parent company of such Swiss Guarantor shall use their best efforts to ensure that any person which is, as a result of a deduction of Swiss Withholding Tax on dividends, entitled to a full or partial refund of the Swiss Withholding Tax on dividends, will, as soon as possible after the deduction of the Swiss Withholding Tax on dividends, (1) request a refund of the Swiss Withholding Tax on dividends under any applicable law (including double tax treaties) and (2) pay to the Collateral Agent (or its bailee) upon receipt any amount so refunded.

Section 10.31. [Reserved].

Section 10.32. Canadian AML and Sanctions Legislation.

(a) If, upon the written request of any Lender, the Administrative Agent has ascertained the identity of the Borrower or any authorized signatories of the Borrower for the purposes of applicable Canadian AML and Sanctions Legislation, then the Administrative Agent:

(i) shall be deemed to have done so as an agent for such Lender, and this Agreement shall constitute a “written agreement” in such regard between such Lender and the Administrative Agent within the meaning of the applicable Canadian AML and Sanctions Legislation; and

(ii) shall provide to such Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

(b) Notwithstanding the provisions of this Section 10.32 and except as may otherwise be agreed in writing, each of the Lenders agrees that the Administrative Agent does not have any obligation to ascertain the identity of the Borrower or any authorized signatories of the Borrower on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Borrower or any authorized signatory in doing so.

Section 10.33. Criminal Code (Canada). Notwithstanding any other provision of this Agreement or any other Loan Document, in no event shall any Loan Document require the payment or permit the collection of interest or other amounts in an amount or at a rate that would result in the receipt by the Lenders, Issuing Bank or any Agent of “interest” at a “criminal rate”, as the terms “interest” and “criminal rate” are defined under the *Criminal Code* (Canada). In determining whether or not the interest paid or payable under exceeds the highest lawful rate under the *Criminal Code* (Canada), the Loan Parties, the Agents, the Lenders and the Issuing Banks shall, to the maximum extent permitted by applicable law, (a) characterize any non-principal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, (c) amortize, prorate, allocate and spread the total amount of interest throughout the term of the Commitment so that interest does not exceed the Maximum Rate permitted by applicable law, and/or (d) allocate interest between portions of

the Obligations to the end that no portion shall bear interest at a rate greater than the Maximum Rate. For the purposes of the *Criminal Code* (Canada), the effective annual rate of interest shall be determined in accordance with generally accepted actuarial practices and principles and if there is any dispute, the determination of a Fellow of the Canadian Institute of Actuaries appointed by the Administrative Agent shall be conclusive.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

AMER SPORTS, INC.

By: /s/ Andrew E. Page
Name: Andrew E. Page
Title: Authorized Signatory

AMER SPORTS CORPORATION

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Authorized Signatory

AMER SPORTS CANADA INC.

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Authorized Signatory

AMER SPORTS HOLDING OY

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Authorized Signatory

AMERNET HOLDING SVERIGE AB

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Authorized Signatory

AMER SPORTS COMPANY

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Authorized Signatory

WILSON SPORTING GOODS CO.

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Authorized Signatory

AMER SPORTS HOLDING GMBH

By: /s/ Wilhelm Kerl

Name: Wilhelm Kerl

Title: Managing Director

AMER SPORTS HOLDING GMBH

By: /s/ Wolfgang Mayrhofer

Name: Wolfgang Mayrhofer

Title: Managing Director

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: /s/ Sean Bodkin

Name: Sean Bodkin

Title: Executive Director

WILMINGTON TRUST (LONDON)
LIMITED,
As Collateral Agent

By: /s/ Antony Girling
Name: Antony Girling
Title: Vice President

LENDER, ISSUING BANK AND SWINGLINE LENDER:

J.P. MORGAN SE

By: /s/ Nia Douglas
Name: Nia Douglas
Title: Executive Director

By: /s/ Ralph Kimpel
Name: Ralph Kimpel
Title: Executive Director

LENDER:

JPMORGAN CHASE BANK, N.A.

By: /s/ Sean Bodkin

Name: Sean Bodkin

Title: Executive Director

LENDER: STANDARD CHARTERED BANK

By: /s/ Deven Sthankiya
Name: Deven Sthankiya
Title: Managing Director

LENDER AND ISSUING BANK:

GOLDMAN SACHS BANK USA

By: /s/ Thomas Manning

Name: Thomas Manning

Title: Authorized Signatory

LENDER:

Bank of America Europe DAC

By: /s/ Gaurav Ahuja

Name: Gaurav Ahuja

Title: Director

ISSUING BANK:

BANK OF AMERICA, N.A.

By: /s/ Jonathan Miscimarra
Name: Jonathan Miscimarra
Title: Managing Director

LENDER AND ISSUING BANK:

Landesbank Hessen-Thüringen Girozentrale:

By: /s/ Miriam Heinzen /s/ Ba Trac Vo

Name: Miriam Heinzen / Ba Trac Vo

Title: Associate Director / Associate Director

LENDER AND ISSUING BANK: BNP Paribas

By: /s/ Vikas Khandelwal
Name: Vikas Khandelwal
Title: Managing Director

By: /s/ Alexandre Barjon
Name: Alexandre Barjon
Title: Managing Director

LENDER:

HSBC Bank USA, N.A.

By: /s/ Kelly B. Lampman

Name: Kelly B LAMPMAN

Title: Senior Corporate Relationship Manager

LENDER:

MORGAN STANLEY SENIOR FUNDING, INC.

By: /s/ Michael King

Name: Michael King

Title: Vice President

LENDER:

The Toronto-Dominion Bank, New York Branch

By: /s/ Victoria Roberts

Name: Victoria Roberts

Title: Authorized Signatory

LENDER: UniCredit Bank Austria AG

By: /s/ Pedro Salazar Romero
Name: Pedro Salazar Romero
Title: Director

By: /s/ Anja Schmidt
Name: Anja Schmidt
Title: Director

LENDER:

Citibank Europe Plc

By: /s/ Erik Savola

Name: Erik Savola

Title: Head of Nordic Banking

Certain confidential information contained in this document, marked by [***], has been omitted pursuant to Regulation S-K, Item 601(b) because the registrant has determined that the omitted information (i) is not material and (ii) is the type that the registrant treats as private or confidential.

EXECUTION VERSION

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AMER SPORTS COMPANY

\$800,000,000 6.750% SENIOR SECURED NOTES DUE 2031

**INDENTURE
DATED AS OF FEBRUARY 16, 2024**

THE BANK OF NEW YORK MELLON

AS TRUSTEE, REGISTRAR, TRANSFER AGENT, PAYING AGENT

AND

WILMINGTON TRUST (LONDON) LIMITED

AS NOTES COLLATERAL AGENT

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THIS INDENTURE dated as of February 16, 2024 is among Amer Sports Company, a Delaware corporation (the “**Issuer**”), the Note Guarantors party hereto, The Bank of New York Mellon, as Trustee, Registrar, Transfer Agent and Paying Agent (in such capacity, the “**Trustee**”) and Wilmington Trust (London) Limited, as notes collateral agent (in such capacity, the “**Notes Collateral Agent**”).

In consideration of the premises and the purchase of the Notes by the Holders thereof, all parties agree as follows for the benefit of the other and for the equal and ratable benefit of the registered Holders of the Notes.

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

“**144A Global Note**” means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee that will initially be issued in a denomination equal to the principal amount of the Notes sold in reliance on Rule 144A.

“**Acceptable Intercreditor Agreement**” means each of (i) the First Lien Intercreditor Agreement, as amended, modified, supplemented, substituted, replaced or restated, in whole or in part, from time to time in accordance with the terms thereof and (ii) an intercreditor or subordination agreement or arrangement (which may take the form of a “waterfall” or similar provision) the terms of which are either (a) consistent with market terms (as determined by the Issuer) governing intercreditor arrangements for the sharing or subordination of liens or arrangements relating to the distribution of payments, as applicable, at the time the applicable agreement or arrangement is proposed to be established in light of the type of Indebtedness subject thereto or (b) in the event an “Acceptable Intercreditor Agreement” has been entered into after the Issue Date meeting the requirement of preceding clause (a), the terms of which are, taken as a whole, not materially less favorable to the Holders of the Notes than the terms of such Acceptable Intercreditor Agreement to the extent such agreement governs similar priorities, in each case of clause (a) or (b) as determined by the Issuer in good faith.

“**Additional Notes**” means the additional principal amount of Notes (other than the Initial Notes) that the Issuer may issue from time to time under this Indenture in accordance with Section 2.1(c) of this Indenture as part of the same series of Notes issued on the date hereof other than Notes issued in exchange for, or replacement of outstanding Notes.

“**Affiliate**” means, as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person.

“**After-Acquired Property**” means property (other than Excluded Assets) that is intended to be Collateral acquired by the Issuer or a Note Guarantor that is not automatically subject to a perfected security interest (or such security interest which purports to be or is required to be perfected in accordance with the Collateral Documents) under the Collateral Documents; *provided* that, while any obligations under the Credit Agreement are outstanding, After-Acquired Property shall only be Collateral that is pledged to secure the obligations under the Credit Agreement (including property of a Person that becomes a new Note Guarantor) after the Issue Date.

“**Agreed Security Principles**” means the principles set forth in Exhibit D hereto.

“**Agent**” means any Registrar or Paying Agent.

“**Amer Sports IPO**” means the initial public offering by the Parent of its ordinary shares on the New York Stock Exchange which occurred prior to the Issue Date.

“**Applicable Premium**” means, with respect to the Notes, as determined by the Issuer, the greater of:

- (1) 1.0% of the then outstanding principal amount of such Notes, and
- (2) (a) the present value of all remaining required interest and principal payments due on such Notes and all premium payments relating to such Notes assuming a redemption date of February 16, 2027, computed using a discount rate equal to the Treasury Rate plus 50 basis points, *minus*
- (b) the then outstanding principal amount of such Notes, *minus*
- (c) accrued interest paid on the date of redemption.

“**Applicable Procedures**” means, with respect to any transfer or exchange of beneficial ownership interests in the Global Notes, the rules and procedures of the Depository, Euroclear and Clearstream, in each case to the extent applicable, to such transfer or exchange.

“**Asset Sale**” means:

- (1) the sale, lease, conveyance or other disposition of assets, property or rights outside of the ordinary course of business (including by way of Sale Leaseback); *provided* that the sale, conveyance or other disposition of all or substantially all of the assets of the Parent and its Restricted Subsidiaries taken as a whole will be governed by Section 3.8 and/or Section 5.1 hereof and not by the provisions of Section 4.13 hereof; and
- (2) the issuance of Equity Interests by any of the Parent’s Restricted Subsidiaries or the sale of Equity Interests in any of its Restricted Subsidiaries, in each case other than directors’ qualifying shares.

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

- (1) (i) dispositions (including of Capital Stock) among the Parent or any Restricted Subsidiary or (ii) an issuance of Equity Interests by a Restricted Subsidiary of the Parent to the Parent or to another Restricted Subsidiary of the Parent;
- (2) (x) dispositions of inventory or goods held for sale, equipment or other assets in the ordinary course of business (including on an intercompany basis) and (y) the leasing or subleasing of real property in the ordinary course of business;
- (3) dispositions of surplus, obsolete, used or worn out property or other property that, in the good faith judgment of the Parent, is (A) no longer useful in its business (or in the business of any Restricted Subsidiary of the Parent) or (B) otherwise economically impracticable or not commercially reasonable to maintain;
- (4) dispositions of Cash and/or Cash Equivalents or other assets that were Cash and/or Cash Equivalents when the relevant original Investment was made;
- (5) dispositions that constitute (or are made in order to effectuate) (i) any Restricted Payment (including any Investment) not prohibited by Section 4.8 hereof (other than pursuant to Section 4.8(b)(vi) and clause (9) of the definition of “**Permitted Investments**”) or Permitted Liens or (ii) Sale Leasebacks;
- (6) dispositions to the extent that (i) the relevant property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of the relevant disposition are promptly applied to the purchase price of such replacement property;
- (7) dispositions of Investments in (or assets of) Joint Ventures or other non-Wholly-Owned Subsidiaries to the extent required by, or made pursuant to, buy/sell arrangements between joint venture or similar parties set forth in the relevant joint venture arrangements and/or similar binding arrangements, or

made on a pro rata basis to the owners thereof (or on a greater than pro rata basis to the extent the recipient of such greater amount is the Parent or a Restricted Subsidiary);

(8) [reserved];

(9) dispositions of notes receivable or accounts receivable in the ordinary course of business (including any discount and/or forgiveness thereof) or in connection with the collection or compromise thereof, or as part of any bankruptcy, insolvency or similar proceeding;

(10) dispositions and/or terminations of, or constituting, leases, subleases, licenses, sublicenses or cross-licenses (including the provision of software under any open source license), the dispositions or terminations of which (i) do not materially interfere with the business of the Parent and its Restricted Subsidiaries, (ii) relate to closed facilities or the discontinuation of any Product Line or (iii) are made in the ordinary course of business;

(11) (i) any termination of any lease, sublease, license or sub-license in the ordinary course of business (and any related disposition of improvements made to leased real property resulting therefrom), (ii) any expiration of any option agreement in respect of real or personal property and (iii) any surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business;

(12) dispositions of property subject to foreclosure, expropriation, forced disposition, casualty, eminent domain, expropriation or condemnation proceedings (including in lieu thereof or any similar proceeding);

(13) dispositions or consignments of equipment, inventory or other assets (including leasehold or licensed interests in real property) with respect to facilities that are temporarily not in use, held for sale or closed;

(14) dispositions of non-core assets and sales of Real Estate Assets, in each case acquired in any acquisition or other Investment not prohibited by this Indenture, including such dispositions (x) made in order to obtain the approval of any anti-trust authority or otherwise necessary or advisable in the good faith determination of the Parent to consummate any acquisition or other Investment not prohibited by this Indenture or (y) which, within 90 days of the date of such acquisition or Investment, are designated in writing to the Trustee as being held for sale and not for the continued operation of the Parent or any of its Restricted Subsidiaries or any of their respective businesses;

(15) exchanges or swaps, including transactions covered by Section 1031 of the Code (or any comparable provision of any foreign jurisdiction), of property or assets so long as any such exchange or swap is made for fair value (as determined by the Parent in good faith) for like property or assets or property, assets or services of greater value or usefulness to the business of the Parent and its Restricted Subsidiaries as a whole, as determined in good faith by the Parent;

(16) [reserved];

(17) (i) licensing and cross-licensing (including sub-licensing) arrangements involving any technology, intellectual property or other IP Rights of the Parent or any Restricted Subsidiary in the ordinary course of business, (ii) dispositions, abandonments, cancellations or lapses of intellectual property or other IP Rights, including issuances or registrations thereof, or applications for issuances or registrations thereof, in the ordinary course of business or which, in the good faith determination of the Parent, are not necessary to the conduct of the business of the Parent or its Restricted Subsidiaries or are obsolete or no longer economical to maintain in light of their use, and (iii) dispositions of any technology, intellectual property or other IP Rights of the Parent or any Restricted Subsidiary involving their customers in the ordinary course of business;

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- (18) terminations or unwinds of Derivative Transactions;
- (19) dispositions of Capital Stock of, or sales of Indebtedness or other Securities of, Unrestricted Subsidiaries, in each case other than Unrestricted Subsidiaries, the primary assets of which are Cash and/or Cash Equivalents;
- (20) dispositions of Real Estate Assets and related assets in the ordinary course of business in connection with relocation activities for directors, officers, employees, members of management, managers or consultants, the Parent and/or any Restricted Subsidiary;
- (21) dispositions made to comply with any order or other directive of any Governmental Authority or any applicable Requirements of Law, including dispositions of any Restricted Subsidiary's Capital Stock required to qualify directors;
- (22) any single transaction or series of related transactions that involves assets having a Fair Market Value of no more than the greater of \$45.0 million and 7.5% of LTM Consolidated Adjusted EBITDA;
- (23) dispositions constituting any part of a Permitted Reorganization;
- (24) any sale of motor vehicles and information technology equipment purchased at the end of an operating lease and resold thereafter;
- (25) other dispositions involving assets with a Fair Market Value of not more than, in the aggregate, the greater of \$135.0 million and 25.0% of LTM Consolidated Adjusted EBITDA;
- (26) sales, transfers or other dispositions of assets for consideration at least equal to the Fair Market Value of the assets sold or disposed of, but only if the consideration received consists of property or assets (other than cash, except to the extent used as a bona fide means of equalizing the value of the property or assets involved in the swap transaction; *provided, however*, that cash does not exceed 10% of the sum of the amount of the cash and the Fair Market Value of the assets received or given) of a nature or type that are used in a business having property or assets of a nature or type or engaged in a Permitted Business (or Capital Stock of a Person whose assets consist of assets of the type described in this clause (26));
- (27) any issuance, sale or disposition of Capital Stock to directors, officers, managers or employees for purposes of satisfying requirements with respect to directors' qualifying shares and shares issued to foreign nationals, in each case as required by applicable Requirements of Law;
- (28) any netting arrangement of accounts receivable between or among the Parent and its Restricted Subsidiaries or among Restricted Subsidiaries of the Parent made in the ordinary course of business;
- (29) dispositions of, or in connection with, any Convertible Indebtedness, any Permitted Bond Hedge Transaction, any Permitted Warrant Transaction or any Packaged Right (including upon settlement, repurchase, exchange, termination or unwind thereof);
- (30) any "fee in lieu" or other disposition of assets to any Governmental Authority that continue in use by the Parent or any Restricted Subsidiary, so long as the Parent or such Restricted Subsidiary may obtain title to such asset upon reasonable notice by paying a nominal fee;
- (31) (i) the formation of any Restricted Subsidiary that is a Delaware Divided LLC and (ii) any disposition to effect the formation of any Restricted Subsidiary that is a Delaware Divided LLC which disposition is not otherwise prohibited hereunder; *provided* that in each case upon formation of a Delaware Divided LLC, the Parent complies with any requirements in this Indenture to cause such

Delaware Divided LLC to provide a Note Guarantee or to add as Collateral the Capital Stock of such Delaware Divided LLC owned by the Parent, as applicable; and

(32) (i) any sale of receivables in connection with a Qualified Receivables Facility, and/or (ii) any dispositions or discounts of accounts receivable, or participations therein, or Receivables Facility Assets (including, without limitation, any trade receivables held by the Parent and/or any Restricted Subsidiary) or any disposition of the Capital Stock in a Subsidiary all or substantially all of the assets of which are Receivables Facility Assets, or other rights to payment and related assets in connection with any Qualified Receivables Facility.

“Asset Sale Prepayment Percentage” means 100%; *provided* that if, at the time of receipt by the Parent or the relevant Restricted Subsidiary of the Net Proceeds from any Asset Sale, on a Pro Forma Basis (after giving effect to the applicable Asset Sale and the application of the Net Proceeds therefrom), (i) the Secured Leverage Ratio is less than or equal to 2.50 to 1.00 and greater than 2.00 to 1.00, such percentage shall instead be 50% or (ii) the Secured Leverage Ratio is less than or equal to 2.00 to 1.00, such percentage shall instead be 0%; *provided* that, with respect to any Asset Sale of a Principal Brand, the Asset Sale Prepayment Percentage will be 100% at all times.

“Available Excluded Contribution Amount” means the aggregate amount of cash or Cash Equivalents or the fair market value of other assets or property (as determined by the Issuer in good faith, but excluding any (x) amounts that were relied on to incur Indebtedness pursuant to Section 4.9(b)(xxi) and (y) amounts that are applied to increase the basket set forth in Section 4.8(a)(3) hereof) received by the Parent or any of its Restricted Subsidiaries after the Issue Date from:

(1) contributions in respect of Qualified Capital Stock of the Parent (other than any amounts or other assets received from the Parent or any of its Restricted Subsidiaries), and

(2) the sale of Qualified Capital Stock of the Parent (other than (x) to the Parent or any Restricted Subsidiary of the Parent, (y) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or (z) with the proceeds of any loan or advance made pursuant to clause (7)(ii) of the definition of “Permitted Investments”),

in each case, designated as an Available Excluded Contribution Amount pursuant to an Officers’ Certificate on or promptly after the date the relevant capital contribution is made or the relevant proceeds are received, as the case may be, and which are excluded from the calculation of the basket set forth in Section 4.8(a)(3) hereof.

“Banking Services” means each and any of the following bank services: commercial credit cards, stored value cards, debit cards, purchasing cards, treasury management services, netting services, overdraft protections, check drawing services, automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items and interstate depository network services), employee credit card programs, cash pooling services, foreign exchange and currency management services and any arrangements or services similar to any of the foregoing and/or otherwise in connection with Cash management and deposit accounts.

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Beneficial Owner” has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular “person” (as that term is used in Section 13(d)(3) of the Exchange Act), such “person” will be deemed to have beneficial ownership of all securities that such “person” has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms “Beneficially Owns” and “Beneficially Owned” have a corresponding meaning.

“Board of Directors” means:

(1) with respect to a company or corporation, the board of directors of the company or corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the board of directors of the general partner of the partnership or any committee thereof duly authorized to act on behalf of such board; and

(3) with respect to any other Person, the board or committee of such Person serving a similar function.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or Frankfurt are authorized or required by law to remain closed.

“Capital Markets Indebtedness” means any Indebtedness consisting of bonds, debentures, notes or other similar debt securities issued in (a) a public offering registered under the Securities Act, (b) a private placement to institutional investors that is resold in accordance with Rule 144A or Regulation S under the Securities Act, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the SEC or (c) a private placement to institutional investors. For the avoidance of doubt, the term “Capital Markets Indebtedness” does not include any revolving or term loan Indebtedness under the Credit Agreement, Indebtedness incurred in connection with a Sale Leaseback transaction, Indebtedness incurred in the ordinary course of business of the Parent, Finance Leases or recourse transfer of any financial asset or any other type of Indebtedness incurred in a manner not customarily viewed as a “securities offering.”

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) in the equity or capital stock (as the case may be) of a corporation or exempted company, any and all equivalent ownership interests in a Person (other than a corporation or exempted company), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing, but excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing (including Convertible Indebtedness) and any Packaged Rights.

“Captive Insurance Subsidiary” means any Restricted Subsidiary of the Parent that is subject to regulation as an insurance company (or any Restricted Subsidiary thereof).

“Cash” or **“cash”** means money, currency or a credit balance in any deposit account, in each case determined in accordance with IFRS.

“Cash Equivalents” means, as at any date of determination, (a) marketable securities (i) issued or directly and unconditionally guaranteed or insured as to interest and principal by the U.S., U.K., Canada, a member state of the European Union, Hong Kong or Japan or any political subdivision of any of the foregoing or (ii) issued by any agency or instrumentality of the U.S., U.K., Canada, a member state of the European Union, Hong Kong or Japan or any political subdivision of any of the foregoing, the obligations of which are backed by the full faith and credit of the U.S., U.K., Canada, a member state of the European Union, Hong Kong or Japan or any political subdivision of any of the foregoing, in each case maturing within two years after such date and, in each case, including repurchase agreements and reverse repurchase agreements relating thereto; (b) marketable direct obligations issued by any state of the U.S. maturing within two years after such date and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P, at least P-2 from Moody’s or at least F2 from Fitch (or, if at any time none of S&P, Moody’s or Fitch shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (c) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P, at least P-2 from Moody’s or at least F2 from Fitch (or, if at any time none of S&P, Moody’s or Fitch shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (d) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers’ acceptances (or similar instruments) issued or accepted by any bank organized under, or authorized to operate as a bank under, the laws of the U.S., any state thereof or the District of Columbia or any political subdivision thereof or any foreign bank or its branches or agencies and that has capital and surplus of not less than \$75.0 million and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (e) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank having capital and surplus of not less than \$75.0 million; (f) Indebtedness or any Capital Stock with preferential rights of payment of dividends or upon liquidation, dissolution or winding up issued by Persons with a rating of at least BBB- from S&P, at least Baa3 from Moody’s or at least BBB- from Fitch

(or, if at the time, none of S&P, Moody's or Fitch is issuing comparable ratings, then a comparable rating of another nationally recognized statistical rating agency) with maturities of 12 months or less from the date of acquisition; (g) bills of exchange issued in the U.S., U.K., Canada, a member state of the European Union, Hong Kong or Japan eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent); (h) shares of any money market mutual fund that has (i) substantially all of its assets invested in the types of investments referred to in clauses (a) through (g) above, (ii) net assets of not less than \$250.0 million and (iii) a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time either S&P or Moody's are not rating such fund, an equivalent rating from another nationally recognized statistical rating agency); (i) solely with respect to any Captive Insurance Subsidiary, any investment that such Captive Insurance Subsidiary is not prohibited to make in accordance with applicable law; (j) any cash equivalents (as determined in accordance with GAAP); and (k) shares or other interests of any investment company, money market mutual fund or other money market or enhanced high yield fund that invests 95% or more of its assets in instruments of the types specified in clauses (a) through (j) above (which investment company or fund may also hold Cash pending investment or distribution).

The term "Cash Equivalents" shall also include (x) credit card receivables, (y) Investments of the type and maturity described in the definition of "Cash Equivalents" of foreign obligors, which Investments or obligors (or the parent companies thereof) have the ratings (if any) described in such clauses or equivalent ratings from comparable foreign rating agencies and (z) other short-term Investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in Investments analogous to the Investments described in the definition of "Cash Equivalents" and in this paragraph.

"CFC" means a controlled foreign corporation as defined in Section 957 of the Code.

"Change of Control" means:

(1) at any time, any "person" or "group" (as that term is used in Section 13(d)(3) of the Exchange Act) but excluding (a) any Employee Benefit Plan and/or Person acting as the trustee, agent or other fiduciary or administrator therefor, (b) any underwriter in connection with any public offering and (c) one or more Permitted Holders, shall Beneficially Own the Voting Stock of Parent representing more than 50% of the total voting power of all of the Parent's outstanding Voting Stock;

(2) the Issuer shall cease to be a majority-owned Subsidiary of the Parent other than as a result of a transaction with respect to the Issuer that is permitted by Section 5.1; or

(3) the Parent consolidates with, or merges with or into, another Person (other than a Permitted Holder), or the Parent, directly or indirectly, sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of the properties or assets of the Parent and its Restricted Subsidiaries, taken as a whole (other than by way of merger or consolidation and other than to a Permitted Holder), in one or a series of related transactions, or any Person (other than a Permitted Holder) consolidates with, or merges with or into, the Parent, in any such event other than pursuant to a transaction in which (x) the Persons that Beneficially Owned the shares of the Parent's Voting Stock immediately prior to such transaction Beneficially Own at least a majority of the total voting power of all outstanding Voting Stock (other than Disqualified Stock) of the surviving or transferee Person or (y) no "person" or "group" (other than a Permitted Holder) Beneficially Owns a majority of the Voting Stock of such surviving or transferee Person.

Notwithstanding the foregoing, (i) a Parent Entity or special purpose acquisition vehicle or a Subsidiary thereof shall not be considered a "person" and instead the equityholders of such Parent Entity or special purpose acquisition vehicle (other than any other Parent Entity or special purpose acquisition vehicle) shall be considered for purposes of the foregoing and (ii) a Change of Control shall be deemed not to have occurred pursuant to the above at any time if the Permitted Holders have, at such time, directly or indirectly, the right or the ability, by voting power, contract or otherwise, to elect or designate for election at least a majority of the board of directors (or similar governing body) of the Parent.

In addition, notwithstanding the foregoing or any provision of Section 13d-3 of the Exchange Act as in effect on the Issue Date, (1) a Person or group shall be deemed not to beneficially own Capital Stock subject to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Capital Stock in connection with the transactions contemplated by such agreement, (2) if any group includes one or more Permitted Holders, the issued and outstanding Capital Stock of the Parent owned, directly or indirectly, by any Permitted Holders that are part of such group shall not be treated as Beneficially Owned by such group or any other member of such group for purposes of determining whether a Change of Control has occurred so long as one or more Permitted Holders hold in excess of 50% of the issued and outstanding Capital Stock owned, directly or indirectly, by such group and (3) a Person or group will not be deemed to beneficially own the Capital Stock of another Person as a result of its ownership of the Capital Stock or other securities of such other Person's Parent Entity (or related contractual rights) unless it owns 50% or more of the total voting power of the Voting Stock of such Parent Entity.

"Charge" means any fee, loss, charge, expense, cost, accrual or reserve of any kind.

"Closing Date Guarantors" means the Note Guarantors as of the Issue Date and their respective successors.

"Clearstream" means Clearstream Banking, *société anonyme*, Luxembourg.

"Collateral" means all of the assets and properties subject to Liens granted by the Issuer or any Note Guarantor in favor of the Notes Collateral Agent for the benefit of the Trustee and the Holders.

"Collateral Agent" means the Notes Collateral Agent or the Credit Agreement Collateral Agent, as applicable.

"Collateral Documents" means the security documents pursuant to which the Issuer and the Note Guarantors grant liens in favor of the Notes Collateral Agent to secure obligations under this Indenture and the Notes.

"Consolidated Adjusted EBITDA" means, as to any Person for any period, an amount determined for such Person and its Restricted Subsidiaries on a consolidated basis equal to the total of (a) Consolidated Net Income for such period plus (b) the sum, without duplication, of (to the extent deducted in calculating Consolidated Net Income, other than in respect of clauses (10), (12), (14) and (20) below) the amounts of:

(1) Consolidated Interest Expense (including (i) fees and expenses paid to the Trustee and the Notes Collateral Agent in connection with their services under this Indenture and the Collateral Documents, (ii) other bank, administrative agency (or trustee) and financing fees (including rating agency fees), (iii) costs of surety bonds in connection with financing activities (whether amortized or immediately expensed) and (iv) commissions, discounts and other fees and charges owed with respect to revolving commitments, letters of credit, bank guarantees, bankers' acceptances or any similar facilities or financing and hedging agreements);

(2) Taxes paid and any provision for Taxes, including income, profits, capital, foreign, federal, state, provincial, local, sales, franchise and similar Taxes, property Taxes, foreign withholding Taxes and foreign unreimbursed value added Taxes (including penalties and interest related to any such Tax or arising from any Tax examination, and including pursuant to any customary Tax sharing arrangement or as a result of any Tax distribution) of such Person paid or accrued during the relevant period;

(3) (i) depreciation, (ii) amortization (including amortization of goodwill, software and other intangible assets), (iii) any impairment Charge (including any bad debt expense) and (iv) any asset write-off and/or write-down;

(4) any non-Cash Charge, including the excess of rent expense over actual Cash rent paid, including the benefit of lease incentives (in the case of a charge) during such period due to the use of straight line rent for IFRS purposes, and any non-Cash Charge pursuant to any management equity plan, stock option plan or any other management or employee benefit plan, agreement or any stock subscription or shareholder agreement (*provided* that if any such non-Cash Charge represents an accrual or reserve for potential Cash items in any future period, such Person may determine not to add back such non-Cash Charge in the then-current period);

(5) [reserved];

(6) [reserved];

(7) the amount of management, monitoring, consulting, transaction, advisory, termination and similar fees and related indemnities and expenses (including reimbursements) paid or accrued and payments to outside directors of the Parent actually paid by or on behalf of, or accrued by, such Person or any of its subsidiaries; *provided* that such payment is permitted under this Indenture;

(8) [reserved];

(9) the amount of earn-out, non-compete and other contingent consideration obligations (including to the extent accounted for as bonuses, compensation or otherwise) and adjustments thereof and purchase price (or similar) adjustments incurred in connection with (i) acquisitions and Investments completed prior to the Issue Date and (ii) any acquisition or other Investment not prohibited by this Indenture, in each case, which is paid or accrued during the applicable period;

(10) pro forma adjustments, including pro forma “run rate” cost savings, operating expense reductions, operational improvements (but excluding revenue enhancements) and cost synergies (collectively, “**Expected Cost Savings**”) (net of actual amounts realized) that are reasonably identifiable, factually supportable and projected by the Parent in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of such Person) related to any permitted asset sale, acquisition (including the commencement of activities constituting a business line), combination, Investment, disposition (including the termination or discontinuance of activities constituting a business line), operating improvement, restructuring, cost savings initiative, any similar initiative (including the effect of arrangements or efficiencies from the shifting of production of one or more products from one manufacturing facility to another) and/or specified transaction, in each case prior to, on or after the Issue Date (any such operating improvement, restructuring, cost savings initiative (including the effect of arrangements or efficiencies from the shifting of production of one or more products from one manufacturing facility to another) or similar initiative and/or specified transaction, in each case prior to, on or after the Issue Date, a “**Cost Saving Initiative**”) (in each case, calculated on a Pro Forma Basis as though such Expected Cost Savings had been realized in full on the first day of such period); *provided* that the results of such Expected Cost Savings and/or Cost Saving Initiatives are projected by the Parent in good faith to result from actions that have been taken or with respect to which steps have been taken or are expected to be taken (in the good faith determination of the Parent) within 24 months after the applicable date of determination of Consolidated Adjusted EBITDA; *provided further* that the aggregate amount added to or included in Consolidated Adjusted EBITDA pursuant to this clause (10) shall not exceed an amount equal to 25.0% of LTM Consolidated Adjusted EBITDA, calculated after giving effect to any such add-backs or inclusion;

(11) [reserved];

(12) any Charge with respect to any liability or casualty event, business interruption or any product recall, (i) so long as such Person has submitted in good faith, and reasonably expects to receive payment in connection with, a claim for reimbursement of such amounts under its relevant insurance policy within the next four fiscal quarters (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within the next four fiscal quarters) or (ii) without duplication of amounts included in a prior period under the preceding clause (i), to the extent such Charge is covered

by insurance, indemnification or otherwise reimbursable by a third party (whether or not then realized so long as the Parent in good faith expects to receive proceeds arising out of such insurance, indemnification or reimbursement obligation within the next four fiscal quarters) (it being understood that if the amount received in cash under any such agreement in any period exceeds the amount of expense paid during such period, any excess amount received may be carried forward and applied against any expense in any future period);

(13) unrealized net losses in the fair market value of any arrangements under Hedge Agreements;

(14) the amount of any Cash actually received by such Person (or the amount of the benefit of any netting arrangement resulting in reduced Cash expenditures) during such period, and not included in Consolidated Net Income in any period, to the extent that any non-Cash gain relating to such Cash receipt or netting arrangement was deducted in the calculation of Consolidated Adjusted EBITDA pursuant to clause (c)(1) below for any previous period and not added back;

(15) [reserved];

(16) any net Charge included in the Parent's consolidated financial statements due to the application of Accounting Standards Codification Topic 810 ("ASC 810") (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect);

(17) the amount of any non-controlling interest or minority interest Charge consisting of income attributable to minority equity interests of third parties in any non-Wholly-Owned Subsidiary;

(18) [reserved];

(19) [reserved];

(20) at the option of the Parent, any other adjustments, exclusions and add-backs (x) reflected in the definition of "Adjusted EBITDA" in the "Offering Summary—Summary Financial and Other Information" section of the Offering Memorandum or (y) of the type that are identified or set forth in any quality of earnings or similar analysis or report prepared by financial advisors in connection with any acquisition or other Investment not prohibited hereunder; and

(21) any distributions or payments made directly or by means of discounts with respect of any participation interest issued or sold in connection with, and any other fees paid to a person which is not the Parent or any of its Restricted Subsidiaries in connection with any Receivables Facility, factoring transaction or any similar arrangement permitted hereunder and discounts on the sale of accounts receivables in connection with any Receivables Facility, factoring transaction or any similar arrangement permitted hereunder representing, in the Parent's or any Restricted Subsidiary's reasonable determination, the implied interest component of such discount for such period;

minus (c) without duplication, to the extent such amounts increase Consolidated Net Income:

(1) non-Cash gains or income; *provided* that if any non-Cash gain or income represents an accrual or deferred income in respect of potential Cash items in any future period, such Person may determine not to deduct such non-Cash gain or income in the current period;

(2) unrealized net gains in the fair market value of any arrangements under Hedge Agreements;

(3) [reserved];

(4) the amount added back to Consolidated Adjusted EBITDA pursuant to clause (b)(12) above (as described in such clause) to the extent the relevant business interruption insurance proceeds were not received within the time period required by such clause;

(5) to the extent that such Person adds back the amount of any non-Cash charge to Consolidated Adjusted EBITDA pursuant to clause (b)(4) above, the cash payment in respect thereof in the relevant future period;

(6) the excess of actual Cash rent paid over rent expense during such period due to the use of straight line rent for IFRS purposes;

(7) any Consolidated Net Income included in the Parent's consolidated financial statements due to the application of ASC 810 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect); and

(8) the amount of any non-controlling interest or minority interest gains from losses attributable to minority equity interests of third parties in any non-wholly owned Restricted Subsidiary; and

(d) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of Accounting Standards Codification Topic 460 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) or any comparable regulation.

"Consolidated Interest Expense" means, with respect to any Person for any period, the sum of (a) consolidated total interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including (without duplication), amortization of any debt issuance cost and/or original issue discount, any premium paid to obtain payment, financial assurance or similar bonds, any interest capitalized during construction, any non-Cash interest payment, the interest component of any deferred payment obligation, the interest component of any payment under any Finance Lease (regardless of whether accounted for as interest expense under IFRS), any commission, discount and/or other fee or charge owed with respect to any letter of credit, bank guarantee and/or bankers' acceptance or any similar facilities, any fee and/or expense paid to the Trustee and/or the Notes Collateral Agent in connection with their services hereunder, any other bank, administrative agency (or trustee) and/or financing fee and any cost associated with any surety bond in connection with financing activities (whether amortized or immediately expensed)), plus (b) any cash dividend or distribution paid or payable in respect of Disqualified Stock during such period other than to such Person, the Issuer, the Parent or any other Note Guarantor, plus (c) any net losses, obligations or payments arising from or under any Hedge Agreement and/or other derivative financial instrument issued by such Person for the benefit of such Person or its subsidiaries, in each case determined on a consolidated basis for such period. For purposes of this definition, interest in respect of any Finance Lease shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Finance Lease in accordance with IFRS (or, if not implicit, as otherwise determined in accordance with IFRS).

"Consolidated Net Income" means, as to any Person (the "Subject Person") for any period, the net income (or loss) of the Subject Person and its Restricted Subsidiaries on a consolidated basis for such period taken as a single accounting period determined in conformity with IFRS; *provided* that there shall be excluded, without duplication:

(1) (a) any net income (loss) of any Person if such Person is not the Parent or a Restricted Subsidiary, except to the extent of the amount of dividends, distributions or other payments made in cash or Cash Equivalents (or converted into cash or Cash Equivalents) by such Person to the Parent or any other Restricted Subsidiary (subject, in the case of any such Restricted Subsidiary that is not the Issuer or a Note Guarantor, to the limitations contained in clause (b) below) and (b) solely for the purpose of determining the amount available for Restricted Payments under the basket set forth in Section 4.8(a)(3)(A) through (a)(3)(H), any net income (loss) of any Restricted Subsidiary (other than the Issuer or a Note Guarantor) if such Subsidiary is subject to restrictions on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Parent, the Issuer or a Note Guarantor by operation of its

Organizational Documents or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable thereto (other than (x) any restriction that has been waived or otherwise released and (y) any restriction set forth in the Credit Agreement, this Indenture or the Collateral Documents in respect of any of the foregoing), except to the extent of the amount of dividends, distributions or other payments made in cash or Cash Equivalents (or converted into cash or Cash Equivalents) or that could have been made in cash or Cash Equivalents during such period (as determined in good faith by the Parent) by the Restricted Subsidiary (subject, in the case of a dividend, distribution or other payment to another Restricted Subsidiary, to the limitations in this clause (b));

(2) any gain or Charge attributable to any asset disposition (including asset retirement costs or sales or issuances of Capital Stock) or of returned or surplus assets outside the ordinary course of business (as determined in good faith by the Parent);

(3) (a) any gain or Charge from (i) any extraordinary or exceptional item (as determined in good faith by such Person) and/or (ii) any non-recurring, special or unusual item (as determined in good faith by such Person) and/or (b) any Charge associated with and/or payment of any actual or prospective legal settlement, fine, judgment or order;

(4) (a) any unrealized or realized net foreign currency translation or transaction gains or Charges impacting net income (including currency re-measurements of Indebtedness, any net gains or Charges resulting from Hedge Agreements for currency exchange risk associated with the above or any other currency related risk, any gains or Charges relating to translation of assets and liabilities denominated in a foreign currency and those resulting from intercompany Indebtedness), (b) any realized or unrealized gain or Charge in respect of early terminations of Hedge Agreements and (c) unrealized gains or losses in respect of any Hedge Agreement and any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in respect of Hedge Agreements;

(5) any net gain or Charge with respect to (a) any disposed, abandoned, divested and/or discontinued asset, property or operation (other than any asset, property or operation pending the disposal, abandonment, divestiture and/or termination thereof), (b) any disposal, abandonment, divestiture and/or discontinuation of any asset, property or operation (other than relating to assets or properties held for sale or pending the divestiture or discontinuation thereof) and/or (c) any facility that has been closed during such period;

(6) any net income or Charge (less all fees and expenses related thereto) attributable to the early extinguishment or cancellation of Indebtedness;

(7) (a) any Charge incurred as a result of, in connection with or pursuant to any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement, any pension plan (including any post-employment benefit scheme which has been agreed with the relevant pension trustee), any stock subscription or shareholders agreement, any employee benefit trust, any employee benefit scheme, any distributor equity plan or any similar equity plan or agreement (including any deferred compensation arrangement or trust), (b) any Charge incurred in connection with the rollover, acceleration or payout of Capital Stock held by management of the Parent and/or any of its subsidiaries, in each case under this clause (7), to the extent that any such cash Charge is funded with net Cash proceeds contributed to the Parent as a capital contribution or as a result of the sale or issuance of Qualified Capital Stock of the Parent and (c) the amount of payments made to optionholders of such Person in connection with, or as a result of, any distribution being made to equityholders of such Person, which payments are being made to compensate such optionholders as though they were equityholders at the time of, and entitled to share in, such distribution, in each case to the extent not prohibited by this Indenture;

(8) any Charge that is established, adjusted and/or incurred, as applicable, (a) within 12 months after the closing of any acquisition that is required to be established, adjusted or incurred, as applicable, as a result of such acquisition in accordance with IFRS or (b) as a result of any change in, or the adoption or modification of, accounting principles or policies;

(9) any (a) write-off or amortization made in such period of deferred financing costs and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness and (b) goodwill or other asset impairment charges, write-offs or write-downs;

(10) (a) the effects of adjustments (including the effects of such adjustments pushed down to the Subject Person and its subsidiaries) in component amounts required or permitted by IFRS (including, without limitation, in the inventory (including any impact of changes to inventory valuation policy methods, including changes in capitalization of variances), property and equipment, lease, rights fee arrangements, software, goodwill, intangible asset (including customer molds), in-process research and development, deferred revenue, advanced billing and debt line items thereof), resulting from the application of recapitalization accounting or acquisition or purchase accounting, as the case may be, in relation to any consummated acquisition or similar Investment or the amortization or write-off of any amounts thereof (including any write-off of in process research and development) and/or (b) the cumulative effect of any change in accounting principles or policies (effected by way of either a cumulative effect adjustment or as a retroactive application, in each case, in accordance with IFRS);

(11) the income or loss of any Person accrued prior to the date on which such Person became a Restricted Subsidiary of such Subject Person or is merged into or consolidated with such Subject Person or any Restricted Subsidiary of such Subject Person or the date that such other Person's assets are acquired by such Subject Person or any Restricted Subsidiary of such Subject Person (except to the extent required for any calculation of Consolidated Adjusted EBITDA on a Pro Forma Basis in accordance with Section 11.15);

(12) [reserved];

(13) (a) any non-Cash deemed finance Charges in respect of any pension liabilities or other provisions and (b) income (loss) attributable to deferred compensation plans or trusts;

(14) earn-out, non-compete and contingent consideration obligations (including to the extent accounted for as bonuses, compensation or otherwise) and adjustments thereof and purchase price adjustments, including in connection with any acquisition or Investment not prohibited by this Indenture or in respect of any acquisition consummated prior to the Issue Date;

(15) [reserved];

(16) (a) Transaction Costs and Charges, (b) any transaction Charge incurred in connection with any (in each case, regardless of whether consummated) issuance and/or incurrence of Indebtedness and/or any issuance and/or offering of Capital Stock, any Investment, any acquisition, any disposition outside the ordinary course of business, any recapitalization, any merger, consolidation or amalgamation, any option buyout or any repayment, redemption, refinancing, amendment or modification of Indebtedness (including any amortization or write-off of debt issuance or deferred financing costs, premiums and prepayment penalties) or any similar transaction, (c) the amount of any Charge that is actually reimbursed or reimbursable by third parties pursuant to indemnification or reimbursement provisions or similar agreements or insurance (it being understood that if the amount received in cash under any such agreement in any period exceeds the amount of expense paid during such period, any excess amount received may be carried forward and applied against any expense in any future period); *provided* that in respect of any reimbursable Charge that is added back in reliance on clause (c) above, such relevant Person in good faith expects to receive reimbursement for such Charge within the next four fiscal quarters (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within the next four fiscal quarters) and/or (d) Public Company Costs;

(17) any Charge incurred or accrued in connection with any single or one-time event (as determined in good faith by such Person), including in connection with (a) the Transactions and/or any acquisition consummated on or after the Issue Date (including legal, accounting and other professional fees and expenses incurred in connection with acquisitions and other Investments made prior to the Issue Date),

(b) the closing, consolidation or reconfiguration of any facility during such period or (c) one-time consulting costs;

(18) any Charge attributable to the undertaking and/or implementation of new initiatives, business optimization activities, cost savings initiatives (including Cost Saving Initiatives), cost rationalization programs, operating expense reductions and/or cost synergies and/or similar initiatives and/or programs (including in connection with any integration, restructuring or transition, any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, any office or facility opening and/or pre-opening); and

(19) non-Cash compensation Charges and/or any other non-Cash Charges arising from the granting of any stock, stock option or similar arrangement (including any profits interest or phantom stock), the granting of any restricted stock, stock appreciation right and/or similar arrangement (including any repricing, amendment, modification, substitution or change of any such stock option, restricted stock, stock appreciation right, profits interest, phantom stock or similar arrangement or the vesting of any warrant).

In addition, to the extent not already included in the Consolidated Net Income of such Person and its Restricted Subsidiaries, Consolidated Net Income will include the proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not received so long as the Parent in good faith expects to receive such proceeds within the next four fiscal quarters (with a deduction in the applicable future period for any amount so added back to the extent not so received within the next four fiscal quarters)).

“Consolidated Net Tangible Assets” means, with respect to the Parent, the total amount of assets (less applicable reserves and other properly deductible items) after deducting all goodwill, tradenames, trademarks, service marks, patents, unamortized debt discount and expense and other like intangible assets, all as set forth on the most recent consolidated balance sheet of the Parent and its Subsidiaries delivered pursuant to Section 4.3.

“Consolidated Secured Debt” means, as to any Person at any date of determination, the aggregate principal amount of Consolidated Total Debt outstanding on such date that is secured on a *pari passu* basis with the Notes on the Collateral; *provided* that “Consolidated Secured Debt” shall be calculated after applying or netting (as applicable) the Netted Amounts.

“Consolidated Total Assets” means, as to any Person, at any date, all amounts that would, in conformity with IFRS, be set forth opposite the caption “total assets” (or any like caption) on a consolidated balance sheet of the applicable Person at such date.

“Consolidated Total Debt” means, as to any Person at any date of determination, the aggregate principal amount of all third party debt for borrowed money, Finance Leases and purchase money Indebtedness (but excluding in each case, for the avoidance of doubt, undrawn letters of credit), in each case as reflected on a balance sheet of such Person prepared in accordance with IFRS; *provided* that “Consolidated Total Debt” and “Consolidated Secured Debt” shall in each case (but without duplication) be calculated (for all purposes hereunder, including as a component of the definitions of Consolidated Secured Debt and Total Leverage Ratio, and any applications of such definitions) (i) net of the Unrestricted Cash Amount, (ii) to exclude any obligation, liability or Indebtedness of such Person if, upon or prior to the maturity thereof, such Person has irrevocably deposited with the proper Person in trust or escrow the necessary funds (or evidences of indebtedness) for the payment, redemption or satisfaction of such obligation, liability or Indebtedness, and thereafter such funds and evidences of such obligation, liability or Indebtedness or other security so deposited are not included in the calculation of the Unrestricted Cash Amount, (iii) to exclude any obligation, liability or indebtedness of such Person to the extent that, upon or after the issuance thereof (and only for so long as), such obligation, liability or indebtedness is secured by the cash proceeds thereof and/or other amounts provided by or on behalf of such Person pursuant to an escrow or similar arrangement in an amount sufficient to repay the entire principal amount thereof, and for so long as such obligation, liability or indebtedness is so secured, such cash proceeds and other amounts are not included in the calculation of the Unrestricted Cash Amount, (iv) to exclude obligations under any Derivative Transaction, any Qualified Receivables Facility or under any Indebtedness that is non-recourse to the Parent and its Restricted Subsidiaries and (v) to exclude obligations under any Non-Finance Lease Obligation (items (i) through (v) of this proviso, the “Netted

Amounts”). For the avoidance of doubt, Consolidated Total Debt shall be calculated in accordance with IFRS, pursuant to the terms of Section 11.15(a).

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“**Controlled Investment Affiliate**” shall mean, as to any Person, any other Person which directly or indirectly is in Control of, is Controlled by, or is under common Control with, such Person and is organized by such Person (or any Person Controlling such Person) primarily for making equity or debt investments in the Parent or its direct or indirect Parent Entity.

“**Convertible Indebtedness**” means Indebtedness of the Parent or any Restricted Subsidiary (which may be guaranteed by the Note Guarantors or any Restricted Subsidiary) permitted to be incurred under this Indenture that is either (a) convertible into or exchangeable for Capital Stock of the Parent (and cash in lieu of fractional shares) or cash (in an amount determined by reference to the price of such Capital Stock or a market measure of such Capital Stock), or a combination thereof or (b) sold as units with call options, warrants or rights to purchase (or substantially equivalent derivative transactions) that are exercisable for Qualified Capital Stock of the Parent or cash (in an amount determined by reference to the price of such Qualified Capital Stock).

“**Corporate Trust Office**” means the principal office of the Trustee at which at any time its corporate trust business shall be administered which office at the date of the execution of this Indenture is located at 240 Greenwich Street, 7E, New York, New York 10286, Attention: Corporate Trust Administration, or such other address as the Trustee may designate from time to time by notice to the Holders and the Issuer, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Issuer, and with respect to the Notes Collateral Agent, for all purposes, Third Floor, 1 King’s Arms Yard, London EC2R 7AF, Attention: Terry Herridge, or at any other time at such other address as the Notes Collateral Agent may designate from time to time by notice to the Issuer.

“**Covered Jurisdiction**” means the jurisdiction of incorporation or organization of the Issuer or applicable Note Guarantor and in the case of the Issuer or any Note Guarantor incorporated or organized in (a) the United States, any other state thereof and (b) Canada, any province thereof.

“**Credit Agreement**” means the Credit Agreement dated as of the date hereof (as it may be further amended, restated, replaced, supplemented or otherwise modified from time to time), among the Parent, certain subsidiaries of the Parent, as borrowers and or guarantors, the lenders party thereto from time to time, certain institutions, as issuing banks and lenders, and JP Morgan Chase Bank, N.A., as administrative agent, together with the related documents thereto (including any guarantees and security documents related thereto), as amended, extended, renewed, restated, supplemented or otherwise modified (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any agreement or instrument (and related documents) governing Indebtedness incurred to refinance or replace, in whole or in part, the borrowings and commitments then outstanding or permitted to be outstanding under such facilities or a successor facility, whether by the same or any other bank, institutional lender, purchaser, investor, trustee or agent or group thereof; *provided* that, for purposes of Section 4.14, the term “Credit Agreement” does not include (i) any Capital Markets Indebtedness or (ii) any Credit Facility other than revolving or term loan debt facilities that are secured by substantially all of the Collateral on a pari passu basis with the Notes. For avoidance of doubt, the term “Credit Agreement” does not include any Local Facility.

“**Credit Agreement Collateral Agent**” means Wilmington Trust (London) Limited in its capacity as collateral agent under the Credit Agreement (together with its permitted successors and assigns).

“**Credit Facilities**” means the Credit Agreement and any one or more other debt facilities, credit agreements, commercial paper facilities, indentures or other agreements, in each case with banks, institutional lenders, purchasers, investors, trustees or agents providing for revolving credit loans, term loans, debt securities, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit or other extensions of credit or other

Indebtedness, in each case including any notes, mortgages, guarantees, collateral documents, instruments and agreements executed in connection therewith, and in each case as amended, extended, renewed, restated, supplemented or otherwise modified (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any agreement or instrument (and related documents) governing Indebtedness incurred to refinance or replace, in whole or in part, the borrowings and commitments then outstanding or permitted to be outstanding under such facilities or a successor facility, whether by the same or any other bank, institutional lender, purchaser, investor, trustee or agent or group thereof.

“Custodian” means any receiver, monitor, trustee, assignee, liquidator, sequestrator, receiver-manager, custodian, administrative receiver, administrator or similar official under any Debtor Relief Law.

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, arrangement, administration, receivership, insolvency, statutory management administration, reorganization, corporate arrangement or restructuring or similar debtor relief laws of any applicable jurisdiction (including under any Covered Jurisdiction) from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition which upon notice, lapse of time or both would become an Event of Default.

“Definitive Notes” means Notes that are in substantially the form attached hereto as Exhibit A and that do not include the information to which footnotes 1, 5, 6 and 8 thereof apply.

“Delaware Divided LLC” means any Delaware LLC formed upon the consummation of a Delaware LLC Division.

“Delaware LLC” means any limited liability company organized or formed under the laws of the State of Delaware.

“Delaware LLC Division” means the statutory division of any Delaware LLC into two or more Delaware LLCs pursuant to Section 18-217 of the Delaware Limited Liability Company Act.

“Depository” means with respect to the Notes issuable or issued in whole or in part in global form, DTC, including any and all successors thereto appointed as depository hereunder and having become such pursuant to the applicable provisions of this Indenture.

“Derivative Instrument” with respect to a Person, means any contract, instrument or other right to receive payment or delivery of cash or other assets to which such Person or any Affiliate of such Person that is acting in concert with such Person in connection with such Person’s investment in the Notes (other than a Regulated Bank or a Screened Affiliate) is a party (whether or not requiring further performance by such Person), the value and/or cash flows of which (or any material portion thereof) are materially affected by the value and/or performance of the Notes and/or the creditworthiness of the Issuer and/or any one or more of the Note Guarantors (the **“Performance References”**).

“Derivative Transaction” means (a) any interest-rate transaction, including any interest-rate swap, basis swap, forward rate agreement, interest rate option (including a cap, collar or floor), and any other instrument linked to interest rates that gives rise to similar credit risks (including when-issued securities and forward deposits accepted), (b) any exchange-rate transaction, including any cross-currency interest-rate swap, any forward foreign-exchange contract, any currency option, and any other instrument linked to exchange rates that gives rise to similar credit risks, (c) any equity derivative transaction, including any equity-linked swap, any equity-linked option, any forward equity-linked contract, and any other instrument linked to equities that gives rise to similar credit risk and (d) any commodity (including precious metal) derivative transaction, including any commodity-linked swap, any commodity-linked option, any forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks; *provided*, that (i) no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees, members of management,

managers or consultants of the Parent or its subsidiaries shall constitute a Derivative Transaction and (ii) no Packaged Right, Permitted Bond Hedge Transaction or Permitted Warrant Transaction shall, in each case, constitute a Derivative Transaction.

“Designated Non-Cash Consideration” means the fair market value (as determined by the Parent in good faith) of non-Cash consideration received by the Parent or any Restricted Subsidiary in connection with any Asset Sale pursuant to Section 4.13(a)(ii) that is designated as Designated Non-Cash Consideration (which amount will be reduced by the amount of cash or Cash Equivalents received in connection with a subsequent sale or conversion of such Designated Non-Cash Consideration to cash or Cash Equivalents).

“Disqualified Stock” means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, prior to 91 days following the maturity date of the Notes at the time such Capital Stock is issued (it being understood that if any such redemption is in part, only such part coming into effect prior to 91 days following the maturity date of the Notes at the time such Capital Stock is issued shall constitute Disqualified Stock), (b) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Capital Stock that would constitute Disqualified Stock, in each case at any time prior to 91 days following the maturity date of the Notes at the time such Capital Stock is issued (it being understood that if any such conversion or exchange is in part, only such part coming into effect prior to 91 days following the maturity date of the Notes at the time such Capital Stock is issued shall constitute Disqualified Stock) or (c) contains any mandatory repurchase obligation or any other repurchase obligation at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, which may come into effect prior to 91 days following the maturity date of the Notes at the time such Capital Stock is issued (it being understood that if any such repurchase obligation is in part, only such part coming into effect prior to 91 days following the maturity date of the Notes at the time such Capital Stock is issued shall constitute Disqualified Stock), *provided* that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Capital Stock upon the occurrence of any change of control, public offering or any disposition occurring prior to 91 days following the maturity date of the Notes at the time such Capital Stock is issued shall not constitute Disqualified Stock if the terms of such Capital Stock provide that the issuer thereof may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with Section 4.8 hereof.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued pursuant to any plan for the benefit of directors, officers, employees, members of management, managers or consultants or by any such plan to such directors, officers, employees, members of management, managers or consultants, in each case in the ordinary course of business of the Parent or any Restricted Subsidiary, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations and (B) no Capital Stock held by any Permitted Payee shall be considered Disqualified Stock because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

“Dollar Equivalent” of any amount means, at the time of determination thereof,

- (1) if such amount is expressed in U.S. dollars, such amount, or
- (2) if such amount is expressed in any other currency, the equivalent of such amount in U.S. dollars determined by using the rate of exchange as published in *The Wall Street Journal* in the “Exchange Rates” column under the heading “Currency Trading” on the date no later than two Business Days prior to such determination or, if such rate is unavailable, as quoted by a nationally recognized investment bank in New York, New York, selected by the Issuer, at 11:00 a.m. (New York City time) on the date of determination (or, if such date is not a Business Day, the last Business Day prior thereto) to prime banks in

New York, in either case for the spot purchase in the New York currency exchange market of such amount of U.S. dollars with such currency.

“**Dollars**” or “**\$**” refers to lawful money of the U.S.

“**Domestic Subsidiary**” means any Restricted Subsidiary that was formed under the laws of the United States or any state thereof or the District of Columbia.

“**DTC**” means The Depository Trust Company.

“**Employee Benefit Plan**” means any “employee benefit plan” as defined in Section 3(3) of ERISA (regardless of whether such plan is subject to ERISA) which is sponsored, maintained or contributed to by, or required to be contributed to by, the Parent or any of its Restricted Subsidiaries.

“**Equity Interests**” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock and any Packaged Rights).

“**Equity Offering**” means a public or private offering of Qualified Capital Stock.

“**Euroclear**” means Euroclear Bank S.A./N.V.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

“**Excluded Account**” shall mean, with respect to the Issuer or any Note Guarantor, any “Excluded Account” as defined in each applicable Collateral Document to the extent applicable to the Issuer or such Note Guarantor.

“**Excluded Assets**” shall mean certain property excluded from the Collateral, including:

(1) any lease, license, contract or agreement to which any Grantor is a party, and any of its rights or interest thereunder (or, with respect to clause (i), any other asset), if and to the extent that a security interest is prohibited by or in violation of (or would result in a loss of material rights under) (i) any law, rule or regulation applicable to such Grantor, or (ii) a term, provision or condition of any such lease, license, contract or agreement (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including Debtor Relief Laws, the PPSA or principles of equity); *provided, however*, that the Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition (or condition causing such violation, breach, termination or loss of right) shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract or agreement not subject to the prohibitions specified in clause (i) or (ii) above; *provided* further that the exclusions referred to in this clause (1) shall not include any proceeds of any such lease, license, contract or agreement unless such proceeds result in the consequences described in this clause (1) after giving effect to the first proviso in this clause (1);

(2) any Excluded Securities;

(3) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(e) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable Federal law;

- (4) any motor vehicles and any other assets subject to certificates of title to the extent that a Lien thereon cannot be perfected by the filing of “all assets” financing statements or similar filings under the UCC, or any other equivalent law, including the PPSA in the applicable grantor’s jurisdiction of organization or, if applicable, where such asset is situated;
- (5) any letter-of-credit rights (other than any letter-of-credit rights constituting a Supporting Obligation (as defined in the UCC) for a receivable or other Collateral in which the Notes Collateral Agent has a valid and perfected security interest) to the extent that a Lien thereon cannot be perfected by the filing of “all assets” financing statements or similar filings under the UCC or any other equivalent law, including the PPSA in the applicable grantor’s jurisdiction of organization;
- (6) any Excluded Accounts;
- (7) any assets owned by any grantor on the date hereof or hereafter acquired and any proceeds thereof (or related assets) that are subject to a Lien securing Indebtedness incurred in connection with a Finance Lease, purchase money Indebtedness or other Indebtedness incurred to finance the acquisition of such assets permitted to be incurred pursuant to this Indenture to the extent and for so long as the contract or other agreement in which such Lien is granted (or the documentation providing for applicable purchase money Indebtedness) validly prohibits the creation of any other Lien on such assets and proceeds;
- (8) any property or assets in circumstances where the cost, burden or consequences (including adverse tax consequences) of obtaining or perfecting a security interest in such property or assets (including on account of any need to obtain consents or approvals, and the effect of the ability of the relevant grantor to conduct its operations and business in the ordinary course), as determined in good faith by the Parent, are excessive in relation to the practical benefit to the Holders of the Notes; *provided* that, if the Credit Agreement is then outstanding, the same determination is made in respect of the Lien on such assets securing the Credit Agreement;
- (9) any property constituting or that is the proceeds of aircraft, aircraft engines, satellites, ships or railroad rolling stock (unless any such property or assets are pledged as collateral in respect of the Credit Agreement) to the extent that a Lien thereon cannot be perfected by the filing of “all assets” financing statements or similar filings under the UCC or any other equivalent law, including the PPSA in the applicable grantor’s jurisdiction of organization or, if applicable, where such asset is situated;
- (10) any real property or real property interest with a Fair Market Value of no greater than \$50.0 million (unless any such real property is pledged, charged or assigned as collateral in respect of the Credit Agreement) or that is located in an area designated by the Federal Emergency Management Agency as having special flood hazards;
- (11) any governmental or regulatory license or state, provincial, municipal or local franchise, charter, consent, permit or authorization to the extent the granting of a security interest therein is prohibited or restricted thereby or by applicable Requirements of Law; *provided however*, that any such asset will only constitute an Excluded Asset under this clause (11) to the extent such prohibition or restriction would not be rendered ineffective pursuant to applicable anti-assignment provisions of the UCC of any relevant jurisdiction, the PPSA or other similarly applicable law; *provided further* that the exclusions referred to in this clause (11) shall not include any proceeds of any such license, franchise, charter, consent, permit or authorization unless such proceeds independently constitute an Excluded Asset;
- (12) any asset or property (including Capital Stock) the grant or perfection of a security interest in which would result in material adverse tax or regulatory consequences to any grantor or any of its subsidiaries as determined by the Parent in good faith; *provided*, that this clause (12), as related to material adverse tax consequences, shall not apply to any asset or property that is owned by the Parent or any of its Subsidiaries on the Issue Date and that is not an Excluded Asset on the Issue Date (determined without regard to this clause (12) or to the extent such asset or property remains as collateral in respect of the Credit Agreement);

(13) Rule 3-16 Capital Stock;

(14) so long as the Credit Agreement is outstanding, any asset that is not pledged, charged or assigned to secure obligations arising in respect of the Credit Agreement (whether pursuant to the terms of the Credit Agreement (and any related documents) or as a result of any determination made thereunder, or by amendment, waiver or otherwise);

(15) Receivables Facility Assets (or interests therein) (including, without limitation, any trade receivables held by the Parent and/or any Restricted Subsidiary) sold or otherwise transferred to a Receivables Entity or otherwise pledged, transferred or sold, in each case, in connection with a Qualified Receivables Facility;

(16) any consumer goods (as defined in the PPSA) of any Canadian grantor;

(17) the last day of the term of any lease or agreement for lease of real property of any Canadian grantor; *provided* that such last day will be held by such Canadian grantor in trust for the Notes Collateral Agent and, on the Notes Collateral Agent's exercise of any of its rights or remedies under the applicable Collateral Document following an Event of Default, shall be assigned by such Canadian grantor as directed by the Notes Collateral Agent; and

(18) any commercial tort claim involving a claim of less than \$25.0 million (as determined in good faith by the Parent).

"Excluded Security" shall mean (i) any Capital Stock or other security representing voting Capital Stock in any Specified Foreign Subsidiary or FSHCO, other than 65% of the issued and outstanding voting Capital Stock of such Specified Foreign Subsidiary or FSHCO (as applicable), (ii) any interest in a joint venture or non-wholly owned Subsidiary to the extent and for so long as the attachment of the security interest created hereby therein would violate any joint venture agreement, Organizational Documents, shareholders agreement or equivalent agreement relating to such joint venture or non-wholly owned Subsidiary; *provided* that Capital Stock in Subsidiaries of the Parent the minority interest in which is held by management, directors or employees of the Parent or its Subsidiaries or consists of rolled-over equity shall not be considered Excluded Securities, (iii) any Capital Stock the pledge of which in support of the Obligations under the Notes is otherwise prohibited by applicable law, (iv) any Capital Stock in the entities listed on a schedule to the applicable Collateral Documents to the extent that the transfer or assignment of such Capital Stock is prohibited by organizational documents of the issuer of such Capital Stock as of the Issue Date or on the date of acquisition of such Capital Stock; *provided* that the Capital Stock in any such entity shall no longer constitute an Excluded Security for purposes of this Indenture if at any time the prohibitions on transfer or assignment of such Capital Stock are no longer applicable to such Person, (v) the Capital Stock of any Unrestricted Subsidiary, broker-dealer subsidiary, not-for-profit subsidiary or special purpose entity used for any permitted securitization facility, (vi) any margin stock, (vii) any Capital Stock that would otherwise be an Excluded Asset, (viii) [reserved], and (ix) any Equity Interest that constitutes an "Excluded Security" (or equivalent term) under the Credit Agreement collateral documents.

"Excluded Subsidiary" means:

(1) any Restricted Subsidiary that is not a Wholly-Owned Subsidiary;

(2) [reserved];

(3) any Restricted Subsidiary that is prohibited or restricted by law, rule or regulation or contractual obligation existing on the Issue Date or at the time such Restricted Subsidiary becomes a Subsidiary (in the case of contractual obligations not existing on the Issue Date, pursuant to a contractual obligation not entered into expressly in contemplation of such Restricted Subsidiary becoming a Subsidiary) from providing a Note Guarantee or that would require a governmental (including regulatory) or third party consent, approval, license or authorization (in the case of contractual obligations, pursuant to a contractual obligation existing on the Issue Date or at the time such Restricted Subsidiary becomes a

Subsidiary and not entered into expressly in contemplation of such Restricted Subsidiary becoming a Subsidiary) to provide a Note Guarantee (including under any financial assistance, corporate benefit, thin capitalization, capital maintenance, liquidity maintenance or similar legal principles) unless such consent has been received, it being understood that the Parent and its subsidiaries shall have no obligation to obtain any such consent, approval, license or authorization;

- (4) any not-for-profit subsidiary;
- (5) any subsidiary that is a broker-dealer;
- (6) any special purpose entity (including a special purpose entity used for any permitted securitization or receivables facility or financing);
- (7) any Foreign Subsidiary (excluding any Subsidiary incorporated or organized under the laws of any Covered Jurisdiction);
- (8) any Specified Foreign Subsidiary;
- (9) (i) any FSHCO and (ii) any Subsidiary that is a subsidiary of any Specified Foreign Subsidiary;
- (10) any Unrestricted Subsidiary;
- (11) any subsidiary acquired pursuant to an acquisition or other Investment not prohibited by this Indenture that has assumed secured Indebtedness not incurred in contemplation of such acquisition or other Investment and any Restricted Subsidiary thereof that guarantees such secured Indebtedness, in each case to the extent the terms of such secured Indebtedness prohibit such subsidiary from becoming a Note Guarantor;
- (12) any Restricted Subsidiary if the provision of a Note Guarantee would be reasonably likely to result in materially adverse tax or regulatory consequences to the Parent or any Restricted Subsidiary (as determined by the Issuer in good faith), *provided* that this clause (12) shall not apply to any Restricted Subsidiary that is a Subsidiary of the Parent on the Issue Date and that is not an Excluded Subsidiary on the Issue Date (determined without regard to this clause (12));
- (13) any other Restricted Subsidiary with respect to which, in the good faith judgment of the Issuer, the burden or cost of providing a Note Guarantee outweighs the benefits afforded thereby;
- (14) any Subsidiary of the Parent which is a Parent Entity of Amer Sports Holding Oy;
- (15) any Restricted Subsidiary excluded by operation of the Agreed Security Principles; and
- (16) so long as the Credit Agreement is outstanding, any other Restricted Subsidiary that constitutes an “Excluded Subsidiary” (or equivalent term) under the Credit Agreement.

“**Existing Qualified Receivables Facility**” means the Qualified Receivables Facilities described in clause (ii) of the definition of “Qualified Receivables Facility.”

“**Fair Market Value**” means the price that could be negotiated in an arm’s-length transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, determined in good faith by (i) a responsible financial or accounting officer of the Parent with respect to valuations not in excess of \$300.0 million and (ii) the Board of Directors of the Parent with respect to valuations equal to or in excess of \$300.0 million, as applicable.

“Fall Away Event” means, automatically, the first day on which (i) the Notes have an Investment Grade Rating from at least two of the Rating Agencies and (ii) the Issuer has delivered to the Trustee an Officers’ Certificate certifying that the foregoing condition has been satisfied.

“Final Maturity Date” means February 16, 2031.

“Finance Lease” means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with IFRS (but subject to Section 11.15(d)), is or should be accounted for as a finance lease on the balance sheet of that Person and, for the avoidance of doubt, excluding any operating lease entered into which is required to be classified as a finance or capital lease as a result of the application of IFRS 16 or any change in IFRS or accounting practices after the Issue Date; *provided*, that for the avoidance of doubt, the amount of obligations attributable to any Finance Lease shall be the amount thereof accounted for as a liability on such balance sheet (excluding the footnotes thereto) in accordance with IFRS; *provided, further*, that the amount of obligations attributable to any Finance Lease shall exclude any capitalized operating lease liabilities resulting from the adoption of ASC 842, Leases (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect).

“First Lien Intercreditor Agreement” means that certain First Lien Intercreditor Agreement, dated the Issue Date, by and among the Issuer, the Credit Agreement Collateral Agent, the Notes Collateral Agent and the grantors party thereto, as the same may be further amended, amended and restated, supplemented, modified or replaced from time to time.

“First Lien Notes Secured Parties” means the Trustee, the Notes Collateral Agent and the Holders of the Notes.

“First Priority” means, with respect to any Lien purported to be created in any Collateral pursuant to any Collateral Document, that, subject to any Acceptable Intercreditor Agreement, such Lien is senior in priority to any other Lien to which such Collateral is subject, other than any Permitted Lien.

“First Priority Credit Obligations” means any and all amounts payable under or in respect of any Credit Agreement as amended, restated, supplemented, waived, replaced, restructured, repaid, refunded, refinanced or otherwise modified from time to time, in each case, to the extent secured by a first priority security interest in the Collateral.

“First Priority Notes Obligations” means all Obligations of the Issuer and the Note Guarantors under or in respect of the Notes, this Indenture and the Collateral Documents.

“First Priority Obligations” means (i) the First Priority Credit Obligations, (ii) the First Priority Notes Obligations and (iii) any other Obligations secured by first priority Liens on the Collateral and subject to the First Lien Intercreditor Agreement that are permitted to be incurred and secured by such Lien pursuant to this Indenture.

“Fitch” means Fitch Ratings, Inc., or any successor to its rating agency business.

“Foreign Subsidiary” means any Restricted Subsidiary that is not a Domestic Subsidiary.

“FSHCO” means any Domestic Subsidiary that is owned, directly or indirectly, by a Domestic Subsidiary of the Parent that has no material assets other than the Capital Stock and/or Indebtedness of one or more Specified Foreign Subsidiaries or other FSHCO.

“GAAP” means generally accepted accounting principles in the United States as in effect and applicable to the accounting period in respect of which reference to GAAP is made. At any time after the Issue Date, the Issuer may elect to change all or any terms under GAAP to be GAAP in effect as of a certain date.

“Global Note Legend” means the legend set forth in Exhibit A hereof, as applicable, which is required to be placed on all Global Notes issued under this Indenture.

“Global Notes” means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend deposited with or on behalf of, and registered in the name of, the Depositary or its nominee.

“Government Securities” means, as applicable, (i) direct non-callable obligations of, or guaranteed by, the United States of America for the timely payment of which guarantee or obligations the full faith and credit of the U.S. is pledged and (ii) direct non-callable obligations of, or guaranteed by, a member state of the European Union for the timely payment of which guarantee or obligations the full faith and credit of the government of such member state is pledged.

“Governmental Authority” means any federal, state, provincial, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with the U.S., a foreign government or any political subdivision thereof.

“Grantor” has the meaning given to such term (or any equivalent term, such as pledgor or mortgagor) in the applicable Collateral Documents.

“Guarantee” of or by any Person (solely for purposes of this definition, the “Guarantor”) means any obligation, contingent or otherwise, of the Guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the “Primary Obligor”) in any manner and including any obligation of the Guarantor:

- (1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof;
- (2) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof;
- (3) to maintain working capital, equity capital or any other financial statement condition or liquidity of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness or other monetary obligation;
- (4) as an account party in respect of any letter of credit or letter of guarantee issued to support such Indebtedness or monetary obligation;
- (5) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part); or
- (6) secured by any Lien on any assets of such Guarantor securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or monetary other obligation is assumed by such Guarantor (or any right, contingent or otherwise, of any Holder of such Indebtedness or other monetary obligation to obtain any such Lien);

provided that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Issue Date or entered into in connection with any acquisition, disposition or other transaction permitted under this Indenture (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

“**Hedge Agreement**” means any agreement with respect to any Derivative Transaction between the Parent, any Note Guarantor or any Restricted Subsidiary and any other Person.

“**Holder**” or “**Noteholder**” means the Person in whose name a Note is registered on the Registrar’s books.

“**IFRS**” means the International Financial Reporting Standards as issued by the International Accounting Standards Board in effect and applicable to the accounting period in respect of which reference to IFRS is made. At any time after the Issue Date, the Issuer may elect to change all or any terms under IFRS to be IFRS in effect as of a certain date.

“**Immaterial Subsidiary**” means, as of any date, any Restricted Subsidiary (a) that does not have assets, when taken together with each other Immaterial Subsidiary, in excess of 5.0% of Consolidated Total Assets of the Parent and its Restricted Subsidiaries and (b) that does not contribute LTM Consolidated Adjusted EBITDA in excess of 5.0% of LTM Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries; *provided* that the Consolidated Total Assets and Consolidated Adjusted EBITDA (as so determined) of all Immaterial Subsidiaries shall not exceed 10.0% of Consolidated Total Assets and 10.0% of LTM Consolidated Adjusted EBITDA, in each case, of the Parent and its Restricted Subsidiaries; *provided, further*, that, for the avoidance of doubt, the Parent may elect for a Restricted Subsidiary that is an Immaterial Subsidiary to provide a Note Guarantee, but not pledge any Collateral that would otherwise be required, in which case such Immaterial Subsidiary shall continue to be counted as such for purposes of this definition.

“**Indebtedness**” as applied to any Person means, without duplication:

- (1) all indebtedness of such Person for borrowed money;
- (2) that portion of obligations with respect to Finance Leases of such Person to the extent recorded as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with IFRS;
- (3) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with IFRS;
- (4) any obligation of such Person owed for all or any part of the deferred purchase price of property or services (excluding (w) any earn out obligation, purchase price adjustment or other similar obligation until such obligation (A) becomes a liability on the balance sheet of such Person (excluding the footnotes thereto) in accordance with IFRS and (B) has not been paid within 60 days after becoming due and payable following expiration of any dispute resolution mechanics set forth in the applicable agreement governing the applicable transaction, (x) any such obligations incurred under ERISA or under any employee consulting agreements, (y) accrued expenses, trade accounts payable, accruals for payroll and other liabilities accrued in the ordinary course of business (including on an intercompany basis) and (z) liabilities associated with customer prepayments and deposits), which purchase price is (i) due more than twelve months from the date of incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument;
- (5) all Indebtedness (excluding prepaid interest thereon) of others secured by any Lien on any property or asset owned or held by such Person regardless of whether the Indebtedness secured thereby has been assumed by such Person or is non-recourse to the credit of such Person;
- (6) the principal amount of any letter of credit issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings;
- (7) the Guarantee by such Person of the Indebtedness of another;
- (8) all obligations of such Person in respect of any Disqualified Stock; and

(9) all net obligations of such Person in respect of any Derivative Transaction, including any Hedge Agreement, whether or not entered into for hedging or speculative purposes (*provided* that (i) in no event shall obligations under or in respect of any Derivative Transaction or Non-Finance Lease Obligation be deemed “Indebtedness” for any calculation of the Total Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio or any other financial ratio under this Indenture and (ii) the amount of Indebtedness of any Person for purposes of clause (5) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness (or such lower amount of maximum liability as is expressly provided for under the documentation pursuant to which the respective Lien is granted) and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith).

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or any Joint Venture (other than any Joint Venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer to the extent such Person would be liable therefor under applicable Requirements of Law or any agreement or instrument by virtue of such Person’s ownership interest in such partnership or Joint Venture, except to the extent such Person’s liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would otherwise be included in the calculation of Consolidated Total Debt; *provided* that notwithstanding anything herein to the contrary, the term “Indebtedness” shall not include, and shall be calculated without giving effect to, (x) the effects of Accounting Standards Codification Topic 815 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivatives created by the terms of such Indebtedness (it being understood that any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed an incurrence of Indebtedness hereunder) and (y) the effects of Statement of Financial Accounting Standards No. 133 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivative created by the terms of such Indebtedness (it being understood that any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed to be an incurrence of Indebtedness hereunder).

“**Initial Notes**” means the \$800,000,000 aggregate principal amount of Notes issued on the date hereof.

“**Interest Coverage Ratio**” means, as of any date of determination, the ratio of (a) LTM Consolidated Adjusted EBITDA to (b) Ratio Interest Expense, as measured for the most recent four consecutive full fiscal quarters ending on or prior to the date of determination for which consolidated financial statements required pursuant to Section 4.3 have been delivered or, at the Issuer’s election, are internally available at such time, in each case for the Parent and its Restricted Subsidiaries. In addition, the “Interest Coverage Ratio” will be calculated on a Pro Forma Basis.

To the extent the Issuer elects pursuant to an Officers’ Certificate delivered to the Trustee to treat all or any portion of the commitment under any Indebtedness as being incurred prior to the actual incurrence thereof pursuant to Section 4.9(d), the Issuer shall deem all or such portion of such commitment of such Indebtedness, as applicable, as having been incurred and to be outstanding for purposes of calculating the Interest Coverage Ratio for any period in which the Issuer makes any such election and for any subsequent period until such commitments or such Indebtedness, as applicable, are no longer outstanding.

“**Investment**” means (a) any purchase or other acquisition by the Parent or any of its Restricted Subsidiaries of any of the Securities of any other Person (other than the Parent or any Restricted Subsidiary), (b) the acquisition by purchase or otherwise (other than any purchase or other acquisition of inventory, materials, supplies and/or equipment in the ordinary course of business) of all or a substantial portion of the business, property or fixed assets of any other Person or any division, line of business, business unit or Product Line of any Person and (c) any loan, advance (other than any advance to any current or former employee, officer, director, member of management, manager, consultant or independent contractor of the Parent or any Restricted Subsidiary for moving, entertainment and travel expenses, drawing accounts and similar expenditures or payroll expenses or advances in the ordinary

course of business) or capital contribution by the Parent or any of its Restricted Subsidiaries to any other Person. Subject to Section 4.15, the amount of any Investment shall be the original cost of such Investment, plus the cost of any addition thereto that otherwise constitutes an Investment, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect thereto, but giving effect to any repayments of principal in the case of any Investment in the form of a loan and any return of capital (including any distributions in connection with reduction or redemption of capital) or return on Investment in the case of any equity Investment (whether as a distribution, dividend, redemption or sale).

“Investment Grade Rating” means a rating of Baa3 or better by Moody’s (or its equivalent under any successor rating categories of Moody’s), a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P), a rating of BBB- or better by Fitch (or its equivalent under any successor rating categories of Fitch) or the equivalent Investment Grade credit rating from any additional Rating Agency or Rating Agencies selected by the Issuer, as applicable.

“Investors” means (a) ANTA Sports Products Limited, Anamered Investments Inc., FountainVest Partners and Tencent Holdings Limited, (b) the Management Investors and (c) Controlled Investment Affiliates of the Persons in the preceding clauses (a) and (b).

“IP Rights” means all patents, trademarks, copyrights, and other intellectual property rights.

“Issue Date” means February 16, 2024, the date of the initial issuance of the Notes under this Indenture.

“Issuer” means the party named as such in the first paragraph of this Indenture until a successor replaces it pursuant to the applicable provisions of this Indenture, and thereafter “Issuer” shall mean such successor Issuer.

“Joint Venture” means, with respect to any Person, any other Person in which such Person owns Capital Stock (other than any Wholly-Owned Subsidiary), and including, for the avoidance of doubt, any other Person in which such Person owns less than a majority of the Capital Stock thereof. Unless otherwise specified, “Joint Venture” shall refer to a Joint Venture of the Parent or any Restricted Subsidiary.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Finance Lease having substantially the same economic effect as any of the foregoing), in each case, in the nature of security; *provided* that in no event shall an operating lease in and of itself be deemed to constitute a Lien.

“Local Facility” means Indebtedness provided to any Foreign Subsidiary by a lender or other bank or financial institution.

“Long Derivative Instrument” means a Derivative Instrument (i) the value of which generally increases, and/or the payment or delivery obligations under which generally decrease, with positive changes to the Performance References and/or (ii) the value of which generally decreases, and/or the payment or delivery obligations under which generally increase, with negative changes to the Performance References.

“LTM Consolidated Adjusted EBITDA” means Consolidated Adjusted EBITDA of the Parent measured for the most recent four consecutive full fiscal quarters ending on or prior to the date of determination for which consolidated financial statements required pursuant to Section 4.3 have been delivered or, at the Issuer’s election, are internally available at such time, calculated on a Pro Forma Basis.

“Management Investors” means (i) the chief executive officer, chief financial officer and chief operating officer, in each case, of the Parent as of the Issue Date and (ii) the chief executive officers of each of Arc’teryx, Salomon and Wilson, in each case, as of the Issue Date.

“Material Real Estate Asset” means any “fee-owned” Real Estate Asset located in the United States or Canada, and the improvements thereto, that (together with such improvements) has a fair market value (as determined by the Parent in good faith after taking into account any liabilities with respect thereto that impact such fair market value or, if not then readily determinable, a book value) in excess of \$50.0 million (a) as of the Issue Date, with respect to any Real Estate Asset owned by the Issuer or any Note Guarantor as of the Issue Date, or (b) as of the date of acquisition thereof, with respect to any Real Estate Asset acquired by the Issuer or any Note Guarantor after the Issue Date.

“Moody’s” means Moody’s Investors Service, Inc., or any successor to the rating agency business thereof.

“Net Proceeds” means (i) with respect to any disposition (including any Asset Sale), the Cash proceeds (including Cash Equivalents and Cash proceeds subsequently received (as and when received) in respect of non-Cash consideration initially received), net of (with respect to the Parent and its Restricted Subsidiaries) (a) selling costs and out-of-pocket expenses (including broker’s fees or commissions, legal fees, accountants’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, deed or mortgage recording Taxes, relocation expenses incurred as a result thereof, foreign currency hedging expenses, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith and transfer and similar Taxes and the Parent’s good faith estimate of income Taxes paid or payable (including pursuant to customary Tax sharing arrangements or that are or would be imposed on intercompany distributions of such proceeds) in connection with such disposition and the Parent’s good faith estimate of payments to be made in respect of incentive equity, synthetic equity or similar incentive awards in connection with such disposition), (b) amounts provided as a reserve in accordance with IFRS against any liabilities under any indemnification obligation or purchase price adjustment associated with such disposition (*provided* that to the extent and at the time any such amounts are released from such reserve, other than to make a payment for which such amount was reserved, such amounts shall constitute Net Proceeds), (c) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness (other than the Notes, Pari Passu Indebtedness under the Credit Agreement, any other Indebtedness that is secured by a Lien on the Collateral that is pari passu with or expressly subordinated to the Lien on the Collateral securing the Obligations and any unsecured Indebtedness incurred by the Issuer or any Note Guarantor) that is secured by a Lien on the asset or assets that were the subject of the disposition required to be repaid or otherwise comes due or would be in default and is repaid or which is required to be paid in order to obtain a necessary consent to such disposition or by applicable law (other than any such Indebtedness that is assumed by the purchaser of such asset), (d) Cash escrows (until released from escrow to the Parent or any of its Restricted Subsidiaries) from the sale price for such disposition and (e) in the case of any disposition by any non-Wholly-Owned Subsidiary, the pro rata portion of the Net Proceeds thereof (calculated without regard to this clause (e)) attributable to any minority interest and not available for distribution to or for the account of the Parent or a Wholly-Owned Subsidiary as a result thereof; and (ii) with respect to any issuance or incurrence of Indebtedness or Capital Stock, the Cash proceeds thereof, net of all Taxes and fees, commissions, costs, underwriting discounts and other fees and expenses incurred in connection therewith.

“Net Short” means, with respect to a Holder or beneficial owner, as of a date of determination, either (i) the value of its Short Derivative Instruments exceeds the sum of (x) the value of its Notes plus (y) the value of its Long Derivative Instruments as of such date of determination or (ii) it is reasonably expected that such would have been the case were a Failure to Pay or Bankruptcy Credit Event (each as defined in the 2014 International Swaps and Derivatives Association, Inc. Credit Derivatives Definitions) to have occurred with respect to the Issuer or any Note Guarantor immediately prior to such date of determination.

“Netted Amounts” has the meaning set forth in the definition of “Consolidated Total Debt.”

“Non-Finance Lease Obligation” of any Person means a lease obligation of such Person that is not an obligation in respect of a Finance Lease.

“Non-Guarantor Subsidiary” means a Restricted Subsidiary that is not the Issuer or a Note Guarantor.

“Non-U.S. Person” means a Person who is not a U.S. Person.

“Note Guarantee” means each Guarantee of the obligations with respect to the Notes issued by the Parent or a Subsidiary of the Parent pursuant to the terms of this Indenture.

“Note Guarantor” means the Parent and each Subsidiary of the Parent that becomes a Note Guarantor of the Notes pursuant to the terms of this Indenture.

“Notes” means any of the Issuer’s 6.75% Senior Secured Notes due 2031 (individually, a **“Note”**), as amended or supplemented from time to time, that are issued under this Indenture.

“Notes Collateral Agent” means Wilmington Trust (London) Limited and any other such agent appointed hereunder from time to time (in each case, as the context may require).

“Notes Documents” means this Indenture, the Notes, the Note Guarantees and the Collateral Documents.

“Obligations” means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness (including interest, fees, and expenses accruing on or after the filing of any petition in bankruptcy or the commencement of any insolvency proceeding or for any reorganization relating to the Parent or other Note Guarantor, whether or not a claim for such post-petition interest, fees, or expenses is allowed or allowable in such proceedings).

“Offering Memorandum” means the Offering Memorandum dated February 9, 2024, with respect to the Notes.

“Offering Transactions” means the entrance into the Credit Agreement and issuance of the Notes and the use of the proceeds to repay and terminate any outstanding indebtedness under the existing credit facilities.

“Officer” means the Chairman of the Board, the Chief Executive Officer, the President, any Vice President, the Chief Financial Officer, the Controller, Treasurer, the Secretary or any Assistant Controller, Assistant Treasurer or Assistant Secretary of the Issuer.

“Officers’ Certificate” means a certificate signed by two Officers; *provided, however*, that for purposes of Section 4.4 hereof, “Officers’ Certificate” means a certificate signed by the principal executive officer, principal financial officer or principal accounting officer of the Issuer and by one other Officer.

“Opinion of Counsel” means a written opinion from legal counsel reasonably acceptable to the Trustee. The counsel may be an employee of or counsel to the Issuer.

“Organizational Documents” means (a) with respect to any corporation, its certificate, memorandum or articles of incorporation, association, amalgamation or organization and its by-laws (if any), for a corporation incorporated in Switzerland a certified excerpt of the relevant commercial register and a certified copy of its articles of association, (b) with respect to any limited partnership, its certificate of limited partnership and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, (d) with respect to any limited liability company, its articles of organization or certificate of formation, and its operating agreement or limited liability company agreement, (e) with respect to any exempted company, its certificate of incorporation, any change of name certificates and its memorandum and articles of association (any amendments thereto) and (f) with respect to any other form of entity, such other organizational documents required by local Requirements of Law or customary under the jurisdiction in which such entity is organized to document the formation and governance principles of such type of entity. In the event that any term or condition of this Indenture or any Collateral Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such “Organizational Document” shall only be to a document of a type customarily certified by such governmental official.

“Packaged Rights” means warrants, options or other rights or obligations to acquire shares of any class of the Capital Stock of the Parent or a Restricted Subsidiary (whether settled in Capital Stock, cash or any combination thereof), regardless of the issuer of such warrants, options or other rights, that are initially issued as a unit with

Capital Stock or Indebtedness of the Parent or any Restricted Subsidiary (which may be guaranteed by the Parent or any Restricted Subsidiary) permitted to be incurred under this Indenture, even if such Capital Stock or Indebtedness is separable from such warrants, options or other rights by a holder thereof.

“Parallel Debt” means in relation to an Underlying Debt an obligation to pay to the Notes Collateral Agent and/or Trustee (as applicable) an amount equal to (and in the same currency as) the amount of the Underlying Debt.

“Parent” means Amer Sports, Inc., the Issuer’s ultimate parent and an exempted company incorporated under the laws of the Cayman Islands until a successor replaces it pursuant to the applicable provisions of this Indenture, and thereafter “Parent” shall mean such successor Parent.

“Parent Entity” means (a) as it relates to the Parent, any holding company and any Person or group of Persons that is the direct or indirect parent of the Parent and of which the Parent is a direct or indirect Subsidiary and (b) as it relates to any Restricted Subsidiary of the Parent, any holding company and any Person or group of Persons of which such Restricted Subsidiary is a direct or indirect Subsidiary.

“Pari Passu Indebtedness” means Indebtedness of the Issuer or a Note Guarantor that is secured equally and ratably by Liens on the Collateral having the same priority as the Liens securing the Notes or the Note Guarantees; *provided* that an authorized representative of the Holders of such Indebtedness shall be a party to the First Lien Intercreditor Agreement; *provided* that for purposes of Section 4.13, in the case of any Asset Sale Offer in respect of proceeds of non-collateral Asset Sales, Pari Passu Indebtedness shall include all Indebtedness other than Subordinated Debt.

“Participant” means, a member of, or participant or account holder in, DTC, Euroclear and/or Clearstream.

“Permitted Asset Swap” means the substantially concurrent purchase and sale or exchange of assets used or useful in a Permitted Business or a combination of such assets and cash or Cash Equivalents between the Parent or any of its Restricted Subsidiaries and another Person; *provided* that any cash or Cash Equivalents received must be applied in accordance with Section 4.13 hereof.

“Permitted Bond Hedge Transaction” means any bond hedge or call or capped call option (or similar transaction) on or linked to the Parent’s Capital Stock and purchased in connection with the issuance of any Convertible Indebtedness; *provided* that the purchase price for such Permitted Bond Hedge Transaction, less the proceeds received from the sale of any related Permitted Warrant Transaction, does not exceed the net proceeds received from the sale of such Convertible Indebtedness.

“Permitted Business” means any business conducted by the Parent and its Restricted Subsidiaries on the Issue Date and any business that is in the judgment of the Issuer reasonably related, ancillary or complementary to the business of the Parent and its Restricted Subsidiaries on the Issue Date or a natural extension thereof.

“Permitted Encumbrances” means:

- (1) Liens imposed by law for Taxes, assessments or other governmental charges that are not overdue for a period of more than 60 days or, if more than 60 days overdue, are being contested;
- (2) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s, landlords’, workmen’s, suppliers’ and other Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 60 days or, if overdue for more than 60 days, are being contested (as applicable);
- (3) (a) Liens, pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance and other social security laws or regulations or employment laws or to secure other public, statutory or regulatory obligations (including to support letters of credit or bank guarantees) and (b) Liens, pledges or deposits in the ordinary course of business securing

liability for premiums or reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing insurance to the Parent or any Subsidiary;

(4) Liens or deposits to secure the performance of bids, trade contracts, governmental contracts, tenders, statutory bonds, leases, statutory obligations, surety, stay, customs, appeal and replevin bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations), in each case in the ordinary course of business;

(5) Liens in respect of judgments, decrees, attachments or awards (or to secure any settlements with respect to the same) that do not constitute an Event of Default under Section 6.1(f);

(6) easements, restrictions (including zoning restrictions), rights-of-way, covenants, licenses, encroachments, protrusions and similar encumbrances and minor title defects affecting real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially interfere with the ordinary conduct of business of the Parent or any Subsidiary; and

(7) any interest or title of a lessor, sublessor, licensor or sublicensor under any lease, sub-lease, license or sublicense entered into by the Parent or any of its Subsidiaries as a part of its business and covering only the assets so leased;

provided that the term “Permitted Encumbrances” shall not include any Lien securing Indebtedness.

“**Permitted Holders**” means (a) the Investors and (b) any Person with which one or more Investors form a “group” (within the meaning of Section 14(d) of the Exchange Act as in effect on the date hereof) so long as, in the case of this clause (b), the relevant Investors directly or indirectly collectively beneficially own more than 50% of the relevant voting stock beneficially owned by the group.

“**Permitted Investments**” means:

(1) Investments in assets that are cash or Cash Equivalents, or investments that were cash or Cash Equivalents at the time made;

(2) Investments existing on the Issue Date and any modification, replacement, renewal or extension thereof so long as no such modification, replacement, renewal or extension thereof increases the amount of such Investment except by the terms thereof (including as a result of the accrual or accretion of interest or original issue discount or the issuance of payment-in-kind securities) or as otherwise permitted by this definition or Section 4.8 hereof;

(3) Investments (i) constituting deposits, prepayments and/or other credits to suppliers or other trade counterparties, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and/or (iii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, in the ordinary course of business or, in the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies to the Parent or any Restricted Subsidiary;

(4) Investments in any Similar Business (including any Joint Venture engaged in a Similar Business), in an outstanding amount in the aggregate for not to exceed the greater of \$135.0 million and 25.0% of LTM Consolidated Adjusted EBITDA;

(5) any Investment in the Parent or in a Restricted Subsidiary of the Parent;

(6) Investments made as a result of the receipt of non-Cash consideration in connection with any Asset Sale not prohibited by Section 4.13 or any other disposition of assets not constituting an Asset Sale;

- (7) loans or advances to Permitted Payees to the extent not prohibited by Requirements of Law, either (i) in an aggregate principal amount not to exceed the greater of \$85.0 million and 15.0% of LTM Consolidated Adjusted EBITDA at any one time outstanding, (ii) so long as the proceeds of such loan or advance are substantially contemporaneously contributed to the Parent for the purchase of Qualified Capital Stock of the Parent or (iii) so long as no cash or Cash Equivalents are advanced in connection with such loan or advance;
- (8) Investments consisting of rebates and extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;
- (9) Investments consisting of (or resulting from) Indebtedness permitted under Section 4.9 (including guarantees thereof) (other than Indebtedness permitted under Section 4.9(b)(ii) and (ix)), Permitted Liens, Restricted Payments permitted under Section 4.8 (other than Section 4.8(b)(vi)) and mergers, consolidations, amalgamations, liquidations, windings up, dissolutions or Asset Sales permitted by Section 4.13 or Section 5.1, clause (5) of the second paragraph of the definition of “Asset Sale” and transactions permitted by Section 4.12 (other than Section 4.12(b)(iv));
- (10) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers, vendors, suppliers, licensors, sublicensors, licensees and sublicensees;
- (11) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy, work-out, reorganization or recapitalization of any Person, (ii) in settlement or compromise of delinquent obligations of, or other disputes with or judgments against, customers, trade-creditors, suppliers, licensees and other account debtors arising in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon bankruptcy or insolvency of any customer, trade creditor, supplier, licensee or other account debtor, (iii) in satisfaction of judgments against other Persons, (iv) as a result of foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (v) in settlement, compromise or resolution of litigation, arbitration or other disputes;
- (12) loans and advances of payroll payments or other compensation to present or former employees, directors, members of management, officers, managers or consultants of the Parent and/or any subsidiary in the ordinary course of business;
- (13) Investments to the extent that payment therefor is made solely with Qualified Capital Stock of the Parent;
- (14) (i) Investments by the Parent or any Subsidiary of the Parent in a Person, if as a result of such Investment, such Person becomes or is merged into, consolidated or amalgamated with or into a Restricted Subsidiary or the Parent, (ii) Investments of any Restricted Subsidiary acquired after the Issue Date, or of any Person acquired by, or merged into or consolidated or amalgamated with, or transfers all of its assets to, or is liquidated into, the Parent or any Restricted Subsidiary after the Issue Date, in each case as part of an Investment otherwise permitted by this definition or Section 4.8 hereof to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of the relevant acquisition, merger, amalgamation or consolidation and (iii) any modification, replacement, renewal or extension of any Investment permitted under clause (14)(ii) so long as no such modification, replacement, renewal or extension thereof increases the amount of such Investment except as otherwise permitted by this definition or Section 4.8 hereof;
- (15) Investments by the Parent or any of its Restricted Subsidiaries in an aggregate amount at any time outstanding not to exceed:

- (i) the greater of \$220.0 million and 40.0% of LTM Consolidated Adjusted EBITDA, plus
- (ii) in the event that (A) the Parent or any of its Restricted Subsidiaries makes any Investment after the Issue Date in any Person that is not a Restricted Subsidiary and (B) such Person subsequently becomes a Restricted Subsidiary, an amount equal to 100% of the amount of Investments in such Person outstanding pursuant to this clause (15) as of the date on which such Person becomes a Restricted Subsidiary;
- (16) [reserved];
- (17) (i) Guarantees of leases or subleases (in each case other than Finance Leases) or of other obligations not constituting Indebtedness, (ii) Guarantees of the lease obligations of suppliers, customers, franchisees and licensees of the Parent and/or its Restricted Subsidiaries, in each case, in the ordinary course of business and (iii) Investments consisting of Guarantees of any supplier's obligations in respect of commodity contracts, including Derivative Transactions, solely to the extent such commodities related to the materials or products to be purchased by the Parent or any Restricted Subsidiary;
- (18) receivables owing to the Parent or any Restricted Subsidiary of the Parent if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms (which trade terms may include such concessionary trade terms as the Parent or any such Restricted Subsidiary deems reasonable under the circumstances), and other Investments to the extent such Investments consist of prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits made in the ordinary course of business by the Parent or any Restricted Subsidiary;
- (19) Investments in subsidiaries and Joint Ventures in connection with reorganizations and/or restructurings, including any Permitted Reorganization and/or activities related to tax planning (including Investments in non-Cash or non-Cash Equivalents); *provided* that, after giving effect to any such reorganization, restructuring and/or related activity, the security interest of the Notes Collateral Agent in the Collateral, taken as a whole, is not materially impaired (including by a material portion of the assets that constitute Collateral immediately prior to such reorganization, restructuring or tax planning activities no longer constituting Collateral) as a result of such reorganization, restructuring or tax planning activities;
- (20) Investments arising under or in connection with any Derivative Transaction of the type permitted under Section 4.9(b)(xix);
- (21) Investments made (A) in Joint Ventures or Unrestricted Subsidiaries, in an aggregate outstanding amount under this subclause (A) not to exceed the greater of \$135.0 million and 25.0% of LTM Consolidated Adjusted EBITDA, (B) in Joint Ventures, including in connection with the creation, formation and/or acquisition of any Joint Venture or (C) in any Restricted Subsidiary to enable such Restricted Subsidiary to create, form and/or acquire any Joint Venture, in an aggregate outstanding amount under subclauses (B) and (C) not to exceed the greater of \$135.0 million and 25.0% of LTM Consolidated Adjusted EBITDA; *provided* that if any Investment pursuant to this clause (21) is made in any Person that is not a Restricted Subsidiary at the date of making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall, at the election of the Issuer, be deemed to have been made pursuant to clause (5) or (14) above and shall cease to have been made under this clause (21);
- (22) Investments made in joint ventures as required by, or made pursuant to, buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements in effect on the Issue Date or entered into after the Issue Date in the ordinary course of business;
- (23) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable Requirements of Law;

- (24) Investments in connection with Permitted Treasury Arrangements;
- (25) Investments made in connection with any nonqualified deferred compensation plan or arrangement for any Permitted Payee;
- (26) so long as no Event of Default exists or results therefrom, additional Investments so long as the Total Leverage Ratio does not exceed 4.00 to 1.00 on a Pro Forma Basis;
- (27) Investments consisting of the licensing, sublicensing or contribution of any intellectual property or other IP Rights pursuant to joint marketing, collaboration or other similar arrangements with other Persons;
- (28) [reserved];
- (29) contributions in connection with compensation arrangements to a “rabbi” trust for the benefit of employees, directors, partners, members, consultants, independent contractors or other service providers or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Parent or any Restricted Subsidiary;
- (30) Investments consisting of earnest money deposits required in connection with purchase agreements or other acquisitions or Investments otherwise permitted under this definition and any other pledges or deposits not prohibited by Section 4.10;
- (31) Guarantees of obligations of the Parent or any Restricted Subsidiary in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any Restricted Subsidiary of the Parent to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than within the United States and any other Guarantee of Indebtedness permitted to be incurred under Section 4.9 ;
- (32) Permitted Bond Hedge Transactions;
- (33) purchases and acquisitions of inventory, supplies, materials, services, equipment or similar assets in the ordinary course of business; and
- (34) (i) Investments by the Parent or any of its Restricted Subsidiaries in a Securitization Special Purpose Entity or any Investment by a Securitization Special Purpose Entity in any other Person, in each case, in connection with a Qualified Receivables Facility and (ii) Investments in or relating to any Receivables Entity that, in the good faith determination of the Parent, are necessary or advisable to effect or operate a Qualified Receivables Facility (including any contribution of replacement or substitute assets to such Subsidiary) or any repurchases in connection therewith (including, without limitation, (x) repurchases to unwind any Qualified Receivables Facility and (y) the contribution or lending of Cash or Cash Equivalents to Subsidiaries to finance the purchase of such assets from the Parent or any Restricted Subsidiary or to otherwise fund required reserves and Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Receivables Facility or any related Indebtedness).

“Permitted Liens” means:

- (1) Liens created to secure Indebtedness and other Obligations under Credit Facilities that were or will be permitted by the terms of this Indenture to be incurred under Section 4.9(b)(i) or (xxxv) hereof;
- (2) Liens for Taxes or other governmental charges which are not overdue for a period of more than 60 days or, if more than 60 days overdue (i) are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, (ii) adequate reserves or other appropriate provisions, as are required in conformity with IFRS, have been made therefor and (iii) in the case of a Tax

which has or may become a Lien against a material portion of the Collateral, such contest proceedings conclusively operate to stay the sale of such portion of the Collateral to satisfy such Tax;

(3) statutory or common law Liens (and rights of set-off) of landlords, sub landlords, construction contractors, banks, carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by applicable Requirements of Law, in each case incurred in the ordinary course of business (i) for amounts not yet overdue by more than 60 days or (ii) for amounts that are overdue by more than 60 days (A) that are being contested in good faith by appropriate proceedings, so long as any reserves or other appropriate provisions required by IFRS have been made for any such contested amounts or (B) with respect to which no filing or other action has been taken to enforce such Lien;

(4) Liens incurred (i) in the ordinary course of business in connection with workers' compensation, unemployment insurance, health, disability or employee benefits and other types of social security laws and regulations, or otherwise securing obligations incurred under Section 4.9(b)(xxii), (ii) in the ordinary course of business to secure the performance of tenders, statutory obligations, warranties, surety, stay, customs and appeal bonds, bids, leases, government contracts, trade contracts (including customer contracts), indemnitees, performance, completion and return-of-money bonds and other similar obligations (including those to secure (x) obligations incurred under Section 4.9(b)(vi), (y) health, safety and environmental obligations and (z) letters of credit and bank guarantees required or requested by any Governmental Authority in connection with any contract or Requirements of Law) (exclusive of obligations for the payment of borrowed money), (iii) pursuant to pledges and deposits of cash or Cash Equivalents in the ordinary course of business securing (x) any liability for reimbursement (including in respect of deductibles, self-insurance retention amounts and premiums and adjustments related thereto), premium or indemnification (including obligations in respect of letters of credit, bank guarantees or similar documents or instruments for the benefit of) obligations of insurance brokers or carriers providing property, casualty, liability or other insurance or self-insurance to the Parent and its subsidiaries (including deductibles, self-insurance, co-payment, co-insurance and retentions) or (y) leases, sub-leases, licenses or sub-licenses of property otherwise not prohibited by this Indenture and (iv) to secure obligations in respect of letters of credit, bank guarantees, surety bonds, performance bonds or similar instruments posted with respect to the items described in clauses (i) through (iii) above;

(5) Liens consisting of easements, covenants, conditions, site plan agreements, development agreements, operating agreements, cross-easement agreements, reciprocal easement agreements and encumbrances, applicable laws and municipal ordinances, rights-of-way, rights, waivers, reservations, restrictions, encroachments, servitudes for railways, sewers, drains, gas and oil and other pipelines, gas and water mains, electric light and power and telecommunication, telephone or telegraph or cable television conduits, poles, wires and cables and other similar protrusions or encumbrances, agreements and other similar matters of fact or record and matters that would be disclosed by a survey or inspection of any real property and other minor defects or irregularities in title, in each case which do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Parent and/or its Restricted Subsidiaries, taken as a whole, or materially interfere with the use of the affected property for its intended purpose or materially adversely affect the rights of the Holders of the Notes;

(6) Liens consisting of any (i) interest or title of a lessor, sub-lessor, licensor or sub-licensor under any lease, sub-lease, license, sub-license or similar arrangement of real estate or other property (including any technology or intellectual property) not prohibited by this Indenture, (ii) landlord lien arising by law or permitted by the terms of any lease, sub-lease, license, sub-license or similar arrangement, (iii) restriction or encumbrance to which the interest or title of such lessor, sub-lessor, licensor or sub-licensor may be subject, (iv) subordination of the interest of the lessee, sub-lessee, licensee or sub-licensee under such lease, sub-lease, license, sub-license or similar arrangement to any restriction or encumbrance referred to in the preceding clause (iii) or (v) deposit of cash with the owner or lessor of premises leased and operated by the Parent or any Restricted Subsidiary in the ordinary course of business to secure the performance of obligations under the terms of the lease for such premises;

(7) Liens (i) solely on any Cash (or Cash Equivalent) earnest money deposits (including as part of any escrow arrangement) made by the Parent and/or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement with respect to any Investment not prohibited by this Indenture (or to secure letters of credit, bank guarantees or similar instruments posted in respect thereof), (ii) on advances of cash or Cash Equivalents in favor of the seller of any property to be acquired in an Investment permitted pursuant to clauses (2), (3), (5), (13), (14), (15), (21), (22) or (30) of the definition of “Permitted Investments” or under Section 4.8(a)(iii) hereof or (iii) consisting of (A) an agreement to dispose of any property in a transaction not prohibited by this Indenture and/or (B) the pledge of cash or Cash Equivalents as part of an escrow or similar arrangement required in any Asset Sale not prohibited by this Indenture;

(8) precautionary or purported Liens evidenced by the filing of UCC financing statements or similar financing statements under applicable Requirements of Law relating solely to (i) operating leases or consignment or bailee arrangements entered into in the ordinary course of business, (ii) the sale of accounts receivable in the ordinary course of business for which a UCC financing statement or similar financing statement under applicable Requirements of Law is required and/or (iii) the sale of Receivables Facility Assets and related assets in connection with any Qualified Receivables Facility;

(9) Liens in favor of customs and revenue authorities arising as a matter of Law to secure payment of customs duties in connection with the importation of goods;

(10) Liens in connection with any zoning, building or similar Requirements of Law or right reserved to or vested in any Governmental Authority to control or regulate the use of any dimensions of real property or any structure thereon, including Liens in connection with any condemnation, expropriation or eminent domain proceeding or compulsory purchase order;

(11) Liens to secure any Refinancing Indebtedness permitted to be incurred under this Indenture; *provided, however*, that (a) the new Lien shall be limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to such property or proceeds or distributions thereof); and (b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount or, if greater, committed amount, of the Refinancing Indebtedness and (y) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement;

(12) (i) Liens existing on, or contractually committed or contemplated as of, the Issue Date and in each case any modification, replacement, refinancing, renewal or extension thereof; *provided* that no such Lien extends to any additional property other than property required to be covered thereby or (A) after-acquired property that is affixed or incorporated into the property covered by such Lien and (B) proceeds and products thereof, replacements, accessions or additions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 4.9(b)(xii) *provided* by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates) and (ii) any such modification, replacement, refinancing, renewal or extension of the obligations secured or benefited by such Liens, if constituting Indebtedness, is not prohibited by Section 4.9;

(13) Liens securing Indebtedness permitted pursuant to Section 4.9(b)(xiii); *provided* that (i) any such Lien shall encumber only the assets (including Capital Stock) acquired, constructed, repaired, replaced or improved with the proceeds of such Indebtedness, and proceeds and products thereof, replacements, accessions or additions thereto and improvements thereon and customary security deposits with respect thereto (it being understood that individual financings of the type permitted under Section 4.9(b)(xiii) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates) and (ii) utilization of this clause (13) will not increase capacity under clause (20) below;

(14) Liens securing Indebtedness permitted pursuant to Section 4.9(b)(xiv); *provided* that (a) in that case of Liens securing Indebtedness incurred pursuant to Section 4.9(b)(xiv)(x), (i) any such Liens

on property of a Person existing at the time such Person becomes a Restricted Subsidiary, or is acquired by, or merged with or into or consolidated or amalgamated with, the Parent or any Restricted Subsidiary, were not incurred in contemplation of such Person becoming a Restricted Subsidiary or such acquisition, merger, consolidation or amalgamation and do not extend to any assets other than those of the Person that becomes a Restricted Subsidiary or that is merged with or into, or consolidated or amalgamated with or acquired by, the Parent or the Restricted Subsidiary, and (ii) any such Liens on property existing at the time of acquisition of the property by the Parent or any Restricted Subsidiary of the Parent were not incurred in contemplation of such acquisition and (b) in case of Liens securing Indebtedness incurred pursuant to Section 4.9(b)(xiv)(y), on the date of such incurrence and after giving pro forma effect thereto, such Liens rank on a pari passu basis with the Liens securing the Notes and the Secured Leverage Ratio (1) would be no greater than 4.00:1.00 or (2) would be equal to or lower than the Secured Leverage Ratio immediately prior to such incurrence.

(15) (i) Liens that are contractual rights of set-off or netting or pledge relating to (A) the establishment of depositary relations with banks or other financial institutions not granted in connection with the issuance of Indebtedness, (B) pooled deposit or sweep accounts of the Parent and/or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Parent and/or any Restricted Subsidiary, (C) purchase orders and other agreements entered into with customers of the Parent and/or any Restricted Subsidiary in the ordinary course of business and (D) commodity trading or other brokerage accounts incurred in the ordinary course of business, (ii) Liens encumbering reasonable customary initial deposits and margin deposits, (iii) bankers Liens and rights and remedies as to deposit accounts or similar accounts, (iv) Liens of a collection bank arising under Section 4-208 or Section 4-210 of the UCC (or any similar Requirements of Law of any jurisdiction) on items in the ordinary course of business, (v) Liens (including rights of set-off) in favor of banking or other financial institutions arising as a matter of Law or under customary general terms and conditions encumbering deposits or other funds maintained with a financial institution and that are within the general parameters customary in the banking industry or arising pursuant to such banking institution's general terms and conditions and (vi) Liens on the proceeds of any Indebtedness not prohibited by this Indenture incurred in connection with any transaction not prohibited by this Indenture, which proceeds have been deposited into an escrow account on customary terms to secure such Indebtedness pending the application of such proceeds to finance such transaction or on cash or Cash Equivalents set aside at the time of the incurrence of such Indebtedness to the extent such cash or Cash Equivalents prefund the payment of interest or fees on such Indebtedness and are held in escrow pending application for such purpose;

(16) Liens on assets and Capital Stock of Restricted Subsidiaries that are not Note Guarantors (including Capital Stock owned by such Persons) securing Indebtedness or other obligations of Restricted Subsidiaries that are not Note Guarantors permitted pursuant to Section 4.9 (or not prohibited under this Indenture);

(17) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Parent and/or its Restricted Subsidiaries;

(18) Liens with respect to any Material Real Estate Asset, and any replacement, extension or renewal of any such Lien; *provided* that no such replacement, extension or renewal Lien shall cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal (and additions thereto, improvements thereon and the proceeds thereof);

(19) [reserved];

(20) other Liens on assets securing Indebtedness or other obligations in an aggregate principal amount at the time of incurrence not to exceed the greater of \$220.0 million and 40.0% of LTM Consolidated Adjusted EBITDA;

(21) (i) Liens on assets securing judgments, awards, attachments and/or decrees and notices of lis pendens and associated rights relating to litigation (including appeal bonds) being contested in good

faith not constituting an Event of Default under Section 6.1(f) and (ii) any cash deposits securing any settlement of litigation;

(22) (i) leases, licenses, subleases, sub-licenses or cross-licenses granted to others, (ii) assignments of IP Rights granted to a customer of the Parent or any Restricted Subsidiary in the ordinary course of business which do not secure any Indebtedness or (iii) the rights reserved or vested in any Person (including any Governmental Authority) by the terms of any lease, sub-lease, license, sub-license, franchise, grant or permit held by the Parent or any of the Restricted Subsidiaries or by a statutory provision, to terminate any such lease, sub-lease, license, sub-license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(23) Liens on Securities or other assets that are the subject of repurchase agreements constituting Investments permitted under Section 4.8 arising out of such repurchase transaction;

(24) Liens securing obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments permitted under Section 4.9(b)(v), (vi), (viii), (xxii), (xxiv) and (xxv);

(25) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any assets or property and bailee arrangements in the ordinary course of business and not prohibited by this Indenture or (ii) by operation of law under Article 2 of the UCC (or any similar Requirements of Law of any jurisdiction);

(26) Liens (i) in favor of the Issuer or any Note Guarantor and/or (ii) granted by any Person other than the Issuer or any Note Guarantor in favor of any Restricted Subsidiary that is not a Note Guarantor, in the case of each of clauses (i) and (ii), securing intercompany Indebtedness permitted under Section 4.8 or Section 4.9 or securing other intercompany obligations not prohibited hereunder;

(27) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(28) Liens on specific items of inventory or other goods and the proceeds thereof securing the relevant Person's obligations in respect of commercial letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(29) Liens securing obligations under Hedge Agreements in connection with any Derivative Transaction of the type described in Section 4.9(b)(xix);

(30) (i) Liens on Capital Stock of Joint Ventures or Unrestricted Subsidiaries securing capital contributions to, or obligations of, such Persons and (ii) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries;

(31) Liens on cash or Cash Equivalents arising in connection with the defeasance, discharge or redemption of Indebtedness;

(32) Liens on assets not constituting Collateral securing obligations in an aggregate outstanding principal amount not to exceed the greater of \$135.0 million and 25.0% of LTM Consolidated Adjusted EBITDA;

(33) undetermined or inchoate Liens, rights of distress and charges incidental to current operations that have not at such time been filed or exercised, or which relate to obligations not due or payable or, if due, the validity of such Liens are being contested in good faith by appropriate actions diligently conducted, if adequate reserves with respect thereto are maintained on the books of such Person in accordance with IFRS;

- (34) with respect to any Foreign Subsidiary, Liens and privileges arising mandatorily by any Requirements of Law; provided such Liens and privileges extend only to the assets or Capital Stock of such Foreign Subsidiary and do not secure Indebtedness for borrowed money;
- (35) ground leases or subleases in respect of real property on which facilities owned or leased by the Parent or any of its Restricted Subsidiaries are located;
- (36) Liens that are customary in the business of the Parent and its Restricted Subsidiaries and that do not secure debt for borrowed money;
- (37) security given to a public or private utility or any Governmental Authority as required in the ordinary course of business;
- (38) receipt of progress payments and advances from customers in the ordinary course of business to the extent the same creates a Lien on the related inventory and proceeds;
- (39) Liens arising pursuant to Section 107(l) of the Comprehensive Environmental Response, Compensation and Liability Act or similar provision of any applicable law;
- (40) Liens in the nature of the right of setoff in favor of counterparties to contractual agreements with the Parent or any Restricted Subsidiary in the ordinary course of business;
- (41) Liens granted pursuant to a security agreement between the Parent or any Restricted Subsidiary and a licensee of IP Rights to secure the damages, if any, incurred by such licensee resulting from the rejection of the license of such licensee in a bankruptcy, insolvency, reorganization or similar proceeding with respect to the Parent or such Restricted Subsidiary;
- (42) Liens arising solely in connection with rights of dissenting equity holders pursuant to any Requirements of Law in respect of any acquisition or other similar Investment not prohibited by this Indenture;
- (43) Liens granted by the Issuer or any Note Guarantor organized under the laws of Canada or a province thereof to a landlord to secure the payment of rent and other obligations under a lease with such landlord for premises situated in the Province of Québec; *provided* that such Lien (i) is limited to the tangible assets located at or about such leased premises and (ii) is incurred in the ordinary course of business (a) for amounts not yet overdue or (b) for amounts that are overdue and that (in the case of any such amounts overdue for a period in excess of five days) are being contested in good faith by appropriate proceedings, so long as such reserves or other appropriate provisions, if any, as shall be required by IFRS shall have been made for any such contested amounts;
- (44) Liens securing obligations in respect of Banking Services;
- (45) Liens to secure any Indebtedness permitted to be incurred pursuant to Section 4.9; *provided* that, (a) in the case of this subclause (a), at the time of its incurrence and after giving pro forma effect thereto, the Secured Leverage Ratio would be no greater than 4.00 to 1.00; and to the extent such Liens are on Collateral, an authorized representative of the holders of such Indebtedness shall execute a joinder to the First Lien Intercreditor Agreement (substantially in the form attached thereto) as a holder of *Pari Passu* Indebtedness or (b) such Liens rank junior to the liens securing the Notes and Note Guarantees pursuant to an Acceptable Intercreditor Agreement pursuant to which such representative shall agree with the representatives of the Notes and Note Guarantees and other *Pari Passu* Indebtedness that the Liens securing such Indebtedness are subordinated to the Liens securing obligations under the Notes and the Note Guarantees;
- (46) Liens arising by reason of deposits necessary to obtain standby letters of credit in the ordinary course of business;

(47) (i) Liens securing the Notes (other than any Additional Notes) and the Note Guarantees with respect thereto, and (ii) Liens securing obligations to the Trustee arising under this Indenture and similar Liens in favor of trustees, collateral agents, agents and representatives arising under instruments governing Indebtedness permitted to be incurred under this Indenture;

(48) [reserved];

(49) (a) Liens on assets of Foreign Subsidiaries securing Indebtedness incurred by Foreign Subsidiaries pursuant to Section 4.9(b)(x) and (b) Liens on assets of Non-Guarantor Subsidiaries securing Indebtedness incurred by Non-Guarantor Subsidiaries;

(50) Liens in respect of Sale Leasebacks on the assets or property sold and leased back in such Sale Leaseback and Liens securing Refinancing Indebtedness thereof;

(51) Liens (i) on Receivables Facility Assets, and any other assets of any Receivables Entity, and/or (ii) existing under or by reason of Indebtedness or other contractual requirements of a Securitization Special Purpose Entity or any Standard Securitization Undertaking, in each case in respect of this clause (51) in connection with a Qualified Receivables Facility; and

(52) Liens on assets of Non-Guarantor Subsidiaries securing Indebtedness incurred pursuant to Section 4.9(b)(xv).

In the event that a Permitted Lien meets the criteria of more than one of the types of Permitted Liens (at the time of incurrence or at a later date), the Issuer in its sole discretion may divide, classify or from time to time reclassify all or any portion of such Permitted Lien in any manner that complies with this definition and such Permitted Lien shall be treated as having been made pursuant only to the clause or clauses of the definition of Permitted Lien to which such Permitted Lien has been classified or reclassified.

“Permitted Payee” means any future, current or former director, officer, member of management, manager, employee, independent contractor or consultant (or any Affiliate or transferee of any of the foregoing) of the Parent (or any Restricted Subsidiary).

“Permitted Reorganization” means any transaction or undertaking, including Investments, in connection with internal reorganizations and or restructurings (including in connection with tax planning and corporate reorganizations), so long as, after giving effect thereto, (a) the Issuer and the Note Guarantors shall comply with any requirements in this Indenture to designate each of their subsidiaries as a Restricted Subsidiary or a Note Guarantor, as applicable, and to add as Collateral the Capital Stock of any such Restricted Subsidiary owned by the Issuer or a Note Guarantor, as applicable, in each case to the extent required by this Indenture or the Collateral Documents and (b) the security interest of the Notes Collateral Agent in the Collateral, taken as a whole, is not materially impaired (including by a material portion of the assets that constitute Collateral immediately prior to such Permitted Reorganization no longer constituting Collateral) as a result of such Permitted Reorganization.

“Permitted Treasury Arrangements” means Banking Services entered into in the ordinary course of business and any transactions between or among the Parent and its Subsidiaries that are entered into in the ordinary course of business in connection with such Banking Services.

“Permitted Warrant Transaction” means any call option, warrant or right to purchase (or similar transaction), on or linked to the Parent’s or a Restricted Subsidiary’s Capital Stock, regardless of the issuer or seller thereof, issued substantially concurrently with any purchase of a related Permitted Bond Hedge Transaction.

“Person” means any natural person, corporation, exempted company, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or any other entity.

“Post-Release Permitted Liens” mean:

- (1) Permitted Encumbrances;
- (2) any Lien on any Property of the Parent or any of its Subsidiaries existing on the Issue Date and any modifications, replacements, renewals or extensions thereof; *provided* that (i) such Lien shall not apply to any other Property of the Parent or any of its Subsidiaries other than (A) improvements and after-acquired Property that is affixed or incorporated into the Property covered by such Lien and (B) proceeds and products thereof and (ii) such Lien shall secure only those obligations which it secures on the Issue Date and any Refinancing Indebtedness in respect thereof;
- (3) any Lien existing on any Property prior to the acquisition thereof by the Parent or any of its Subsidiaries or existing on any Property of any Person that becomes a Subsidiary after the Issue Date prior to the time such Person becomes a Subsidiary; *provided* that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall not apply to any other Property of the Parent or any of its Subsidiaries (other than the proceeds or products of the Property covered by such Lien and other than improvements and after-acquired property that is affixed or incorporated into the Property covered by such Lien) and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be, and Refinancing Indebtedness in respect thereof;
- (4) Liens on fixed or capital assets acquired, constructed, repaired, replaced or improved by the Parent or any Subsidiary; *provided* that (i) such security interests and the Indebtedness secured thereby are incurred prior to or within two hundred seventy (270) days after such acquisition or the completion of such construction, repair or replacement or improvement and (ii) such security interests shall not apply to any other Property of the Parent or any of its Subsidiaries, except for accessions to such fixed or capital assets covered by such Lien, Property financed by such Indebtedness and the proceeds and products thereof; *provided further* that individual financings of fixed or capital assets provided by one lender may be cross-collateralized to other financings of fixed or capital assets provided by such lender;
- (5) rights of setoff and similar arrangements and Liens in favor of depository and securities intermediaries to secure obligations owed in respect of card obligations or any overdraft and related liabilities arising from treasury, depository and cash management services or any automated clearing house transfers of funds and fees and similar amounts related to bank accounts or securities accounts (including Liens securing letters of credit, bank guarantees or similar instruments supporting any of the foregoing);
- (6) Liens (i) on receivables and Receivables Facility Assets securing Indebtedness arising under Receivables Facilities and (ii) existing under or by reason of Indebtedness or other contractual requirements of a Securitization Special Purpose Entity or any Standard Securitization Undertaking, in each case in respect of this subclause (ii) in connection with a Qualified Receivables Facility;
- (7) Liens (i) on “earnest money” or similar deposits or other cash advances in connection with acquisitions or investments not prohibited by this Indenture or (ii) consisting of an agreement to dispose of any Property in an Asset Sale not prohibited under this Indenture including customary rights and restrictions contained in such agreements;
- (8) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the Parent or any Subsidiary or (ii) secure any Indebtedness;
- (9) Liens in favor of customs and revenue authorities arising as a matter of Law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;
- (10) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection and (ii) attaching to commodity trading accounts or other

commodities brokerage accounts incurred in the ordinary course of business, including Liens encumbering reasonable customary initial deposits and margin deposits;

(11) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Issuer, any Note Guarantor or any of their respective Subsidiaries in the ordinary course of business;

(12) Liens deemed to be existing in connection with repurchase agreements constituting Cash Equivalents;

(13) rights of setoff relating to purchase orders and other agreements entered into with customers of the Parent or any of its Subsidiaries in the ordinary course of business;

(14) ground leases in respect of real property on which facilities owned or leased by the Parent or any of its Subsidiaries are located and other Liens affecting the interest of any landlord (and any underlying landlord) of any real property leased by the Parent or any Subsidiary;

(15) Liens on equipment owned by the Parent or any of its Subsidiaries and located on the premises of any supplier and used in the ordinary course of business and not securing Indebtedness;

(16) any restriction or encumbrance with respect to the pledge or transfer of the Capital Stock of a joint venture;

(17) Liens not otherwise permitted by this definition, *provided* that a Lien shall be permitted to be incurred pursuant to this clause (17) only if at the time such Lien is incurred the aggregate principal amount of Indebtedness secured at such time (including such Lien) by Liens outstanding pursuant to this clause (17) would not exceed the greater of (x) \$480.0 million and (y) 15.0% of Consolidated Net Tangible Assets, determined as of the last day of the most recent fiscal quarter prior to the date such Indebtedness is incurred for which financial statements have been delivered pursuant to Section 4.3 (or any Refinancing Indebtedness in respect of the foregoing);

(18) Liens on any Property of the Parent or any of its Subsidiaries in favor of the Parent or any Subsidiary;

(19) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(20) Liens arising from Uniform Commercial Code financing statement filings (or analogous filings in other jurisdictions) regarding operating leases or consignments entered into by the Parent and its Subsidiaries in the ordinary course of business;

(21) Liens, pledges or deposits made in the ordinary course of business to secure liability to insurance carriers;

(22) Liens securing insurance premiums financing arrangements; *provided* that such Liens are limited to the applicable unpaid insurance premiums under the insurance policy related to such insurance premium financing arrangement;

(23) Liens on Cash Equivalents deposited as Cash collateral on letters of credit as contemplated by the Credit Facilities;

(24) Liens on equity interests of any Person formed for the purposes of engaging in activities in the renewable energy sector (including refined coal) that qualify for federal tax benefits allocable to the

Parent and its Subsidiaries in which the Parent or any Subsidiary has made an investment and Liens on the rights of the Parent and its Subsidiaries under any agreement relating to any such investment.

(25) Liens securing obligations in respect of the incurrence by the Parent or any of its Restricted Subsidiaries of Indebtedness secured by a Lien in an aggregate principal amount such that, on a Pro Forma Basis, the Secured Leverage Ratio would not exceed 4.00 to 1.00;

(26) Liens created to secure Indebtedness and other Obligations under the New Senior Secured Credit Facilities that were or will be permitted by the terms of this Indenture to be incurred under Section 4.9(b)(i) or (xxxv);

(27) Liens on Cash, Cash Equivalents or other assets securing Hedge Agreements entered into in the ordinary course of business and not for speculative purposes; and

(28) Liens on any property of any Non-Guarantor securing Indebtedness of such Subsidiary.

“PPSA” means the Personal Property Security Act (Ontario), as amended from time to time (or successor statute) including the regulations thereto; *provided, however*, if the validity, attachment, perfection (or opposability), effect of perfection or of non-perfection or priority of the Notes Collateral Agent’s security interest in any Collateral are governed by the personal property security laws or laws relating to personal or movable property of any jurisdiction other than Ontario (including without limitation pursuant to the Civil Code of Quebec). “PPSA” shall also include those personal property security laws or laws relating to movable property in such other jurisdiction for the purpose of the provisions hereof relating to such validity, attachment, perfection (or opposability), effect of perfection or of non-perfection or priority and for the definitions related to such provisions.

“Preferred Stock” means, with respect to any Person, any and all Capital Stock which is preferred as to the payment of dividends or distributions, upon liquidation or otherwise, over another class of Capital Stock of such Person.

“Principal Brands” means (a) the “Salomon” trademark, (b) the “Arc’teryx” trademark, (c) the “Wilson” trademark and (d) the “Atomic” trademark, including, as to each of the foregoing trademarks, (i) all combinations, derivations, abbreviations and translations thereof and (ii) any logos comprised of or containing such trademark or any of the foregoing with respect thereto.

“Principal” or “principal” of a debt security, including the Notes, means the principal of the security plus, when appropriate, the premium, if any, on the security.

“Pro Forma Basis”, “pro forma basis” or “pro forma effect” means, with respect to any determination of the Total Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio or Consolidated Adjusted EBITDA (in each case, including component definitions thereof), that each Subject Transaction shall be deemed to have occurred as of the first day of the applicable period (or with respect to any determination pertaining to the balance sheet, including the acquisition of Cash and Cash Equivalents in connection with an acquisition of a Person, business line, unit, division or Product Line, as of the last day of such period) with respect to any test or covenant for which such calculation is being made and that:

(a) (i) in the case of (A) any disposition of all or substantially all of the Capital Stock of any Restricted Subsidiary or any division and/or Product Line of the Parent or any Restricted Subsidiary or (B) any designation of a Restricted Subsidiary as an Unrestricted Subsidiary, income statement items (whether positive or negative) attributable to the property or Person subject to such Subject Transaction, shall be excluded as of the first day of the applicable period with respect to any test or covenant for which the relevant determination is being made and (ii) in the case of any acquisition, Investment and/or designation of an Unrestricted Subsidiary as a Restricted Subsidiary described in the definition of the term “Subject Transaction”, income statement items (whether positive or negative) attributable to the property or Person subject to such Subject Transaction shall be included as of the first day of the applicable period with respect to any test or covenant for which the relevant determination is being made; *provided* that any pro

forma adjustment may be applied to any such test or covenant solely to the extent that such adjustment is consistent with, subject to the limitations set forth in and without duplication with respect to the application of, the definition of “Consolidated Adjusted EBITDA”,

(b) any Expected Cost Savings as a result of any Cost Saving Initiative shall be calculated on a pro forma basis as though such Expected Cost Savings had been realized on the first day of the applicable period and as if such Expected Cost Savings were realized in full during the entirety of such period; *provided* that any pro forma adjustment may be applied to any such test or covenant solely to the extent that such adjustment is consistent with, subject to the limitations set forth in and without duplication with respect to the application of, the definition of “Consolidated Adjusted EBITDA”,

(c) any retirement or repayment of Indebtedness shall be deemed to have occurred as of the first day of the applicable period with respect to any test or covenant for which the relevant determination is being made, and

(d) any Indebtedness incurred by the Parent or any of its Restricted Subsidiaries in connection therewith shall be deemed to have occurred as of the first day of the applicable period with respect to any test or covenant for which the relevant determination is being made; *provided* that (x) if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness at the relevant date of determination (taking into account any interest hedging arrangements applicable to such Indebtedness), (y) interest on any obligation with respect to any Finance Lease shall be deemed to accrue at an interest rate determined by an officer of the Parent in good faith to be the rate of interest implicit in such obligation in accordance with IFRS and (z) interest on any Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a Eurocurrency interbank offered rate or other rate shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen by the Parent.

“**Product Line**” means any product line of any Person.

“**Property**” means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including Capital Stock.

“**Public Company Costs**” means Charges associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Charges relating to compliance with the provisions of the Securities Act and the Exchange Act (and, in each case, any similar Requirements of Law under any other applicable jurisdiction), as applicable to companies with equity or debt securities held by the public and the rules of national securities exchange companies with listed equity securities and all executive, legal and professional fees and costs related to the foregoing.

“**Qualified Capital Stock**” of any Person means any Capital Stock of such Person that is not Disqualified Stock.

“**Qualified Receivables Facility**” means (i) any Receivables Facility that meets the following conditions: (a) the Parent shall have determined in good faith that such Receivables Facility (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Parent and its Restricted Subsidiaries; (b) all sales or contributions (as applicable) of Receivables Facility Assets and related assets by the Parent or any Restricted Subsidiary to the Receivables Entity or any other Person are made for a price that is no less than fair market value (as determined in good faith by the Parent); (c) the financing terms, covenants, termination events and other provisions thereof shall be on market terms (as determined in good faith by the Parent) and may include Standard Securitization Undertakings; and (d) the obligations under such Receivables Facility are non-recourse (except with respect to the Standard Securitization Undertakings) to the Parent or any of its Restricted Subsidiaries (other than a Receivables Entity), (ii) any other facility providing for any transaction or series of transactions that may be entered into by the Parent or any of its Restricted Subsidiaries pursuant to which the Parent or such Restricted Subsidiary may sell, convey, grant a security interest in or otherwise transfer to a Securitization Special Purpose Entity, and such Securitization Special Purpose Entity may sell, convey, grant a

security interest in or otherwise transfer to any other Person, any Securitization Program Assets (whether now existing or arising in the future); *provided* that to the extent the obligations under such facility constitute Indebtedness, such Indebtedness is without recourse to the Parent or to any other Restricted Subsidiary of the Parent or their assets (other than Standard Securitization Undertakings), and (iii) (w) the receivables financing arrangements entered into between Amer Sports US Financing LLC, Amer Sports Winter & Outdoor Company, Wilson Sporting Goods Co., Amer Sports Company and Wells Fargo Bank, National Association on July 15, 2022 and (x) the receivables financing arrangements entered into between Amer Sports Deutschland GmbH and Targobank AG on December 14, 2023, (y) the receivables financing arrangements entered into between Amer Sports Austria GmbH and Targobank AG on December 15, 2023 and (z) the receivables financing arrangements to be entered into between Amer Sports France S.A.S. and Targobank AG shall, in each case of the foregoing sub-clauses (w) through (z), be deemed to be Qualified Receivables Facilities.

“Rating Agency” means S&P, Moody’s and Fitch or, if S&P, Moody’s or Fitch or any or all of them shall not make a rating on the notes publicly available, a nationally recognized statistical rating organization under the Exchange Act selected by the Issuer as a replacement agent for S&P, Moody’s or Fitch or any or all of them, as the case may be.

“Ratio Interest Expense” means, with respect to any Person for any period, (a) consolidated total cash interest expense of such Person and its Restricted Subsidiaries for such period, (i) including the interest component of any payment under any Finance Lease (regardless of whether accounted for as interest expense under IFRS) and (ii) excluding (A) amortization, accretion or accrual of deferred financing fees, original issue discount, debt issuance costs, discounted liabilities, commissions, fees and expenses, (B) any expense arising from any bridge, commitment, structuring and/or other financing fee (including fees and expenses associated with the Amer Sports IPO and the Offering Transactions and agency and trustee fees), (C) any expense resulting from the discounting of Indebtedness in connection with the application of recapitalization accounting or, if applicable, acquisition accounting, (D) fees and expenses associated with any dispositions, acquisitions, Investments, issuances of Capital Stock or Indebtedness (in each case, whether or not consummated), (E) costs associated with obtaining, or breakage costs in respect of, any Hedge Agreement or any other derivative instrument other than any interest rate Hedge Agreement or interest rate derivative instrument with respect to Indebtedness, (F) penalties and interest relating to Taxes, (G) any “additional interest” or “liquidated damages” for failure to timely comply with registration rights obligations, (H) [reserved], (I) any payments with respect to make-whole, prepayment or repayment premiums or other breakage costs of any Indebtedness, (J) any interest expense attributable to the exercise of appraisal rights or other rights of dissenting shareholders and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto in connection with any acquisition or Investment not prohibited by this Indenture, (K) any lease, rental or other expense in connection with a Non-Finance Lease Obligation and (L) for the avoidance of doubt, any non-Cash interest expense attributable to any movement in the mark to market valuation of any obligation under any Hedge Agreement or any other derivative instrument and/or any payment obligation arising under any Hedge Agreement or derivative instrument other than any interest rate Hedge Agreement or interest rate derivative instrument with respect to Indebtedness minus (b) cash interest income for such period. For purposes of this definition, (x) interest in respect of any Finance Lease shall be deemed to accrue at an interest rate determined by such Person in good faith to be the rate of interest implicit in such Finance Lease in accordance with IFRS and (y) for the avoidance of doubt, unless already included in the calculation of interest expense, interest expense shall be calculated after giving effect to any payments made or received under any Hedge Agreement or any other derivative instrument with respect to Indebtedness.

“Real Estate Asset” means, at any time of determination, all right, title and interest of the Issuer or any Note Guarantor in and to all real property owned by such Person and all real property leased or subleased by such Person (in each case including, but not limited to, land, improvements and fixtures thereon).

“Receivables Entity” means any Subsidiary formed for the purpose of facilitating or entering into one or more Receivables Facilities and that engages only in activities reasonably related or incidental thereto, or another Person formed for the purposes of engaging in a Receivables Facility in which the Parent or any subsidiary makes an Investment and to which the Parent or any subsidiary transfers Receivables Facility Assets.

“Receivables Facility” means any receivables facility or facilities from time to time, providing for the sale or pledge by the Parent and/or one or more other receivables sellers of Receivables Facility Assets (thereby

providing financing to the Parent and the receivables sellers) to the Receivables Entity (either directly or through another receivables seller), which in turn shall sell or pledge interests in the respective Receivables Facility Assets to third-party lenders or investors (with the Receivables Entity permitted to issue notes or other evidences of Indebtedness secured by Receivables Facility Assets or investor certificates, purchased interest certificates or other similar documentation evidencing interests in Receivables Facility Assets) in return for the cash used by the Receivables Entity to purchase Receivables Facility Assets from the Parent and/or the respective receivables sellers.

“Receivables Facility Assets” means (i) receivables (whether now existing or arising in the future) of the Parent and its Subsidiaries which are transferred or pledged to a Receivables Entity and any other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving receivables and any collections or proceeds of any of the foregoing which are also so transferred or pledged to a Receivables Entity and all proceeds thereof and (ii) loans to the Parent and its Subsidiaries secured by receivables (whether now existing or arising in the future) of the Parent and its Subsidiaries which are made pursuant to a Receivables Facility.

“Refinancing Indebtedness” means any Indebtedness of the Parent or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund, other Indebtedness of the Parent or any of its Restricted Subsidiaries; *provided that*:

- (1) the principal amount (or accreted value, if applicable) of such Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus (A) an amount equal to unpaid accrued interest, penalties and premiums (including tender premiums) thereon plus underwriting discounts and other customary fees, commissions and expenses (including upfront fees, original issue discount or initial yield payments) incurred in connection therewith) plus unutilized commitments;
- (2) such Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; *provided*, that the limitations set forth in this subclause (2) shall not apply to Refinancing Indebtedness in the form of (x) customary bridge loans with a maturity date of no longer than one year (*provided* that any loans, notes, securities or other Indebtedness which are exchanged for or otherwise replace such bridge loans shall be subject to the requirements of this clause (2)), (y) customary term A loans, and (z) 364-day bridge loans;
- (3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is contractually subordinated in right of payment to the Notes, such Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the Notes either: (i) on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded (as determined by the Issuer in good faith), or (ii) pursuant to an Acceptable Intercreditor Agreement; and
- (4) if the Indebtedness being refinanced is Indebtedness of the Issuer or a Note Guarantor, such Refinancing Indebtedness is also Indebtedness of the Issuer or a Note Guarantor.

“Regulated Bank” means a commercial bank with a consolidated combined capital surplus of at least \$5,000,000,000 that is (i) a U.S. depository institution the deposits of which are insured by the Federal Deposit Insurance Corporation; (ii) a corporation organized under section 25A of the U.S. Federal Reserve Act of 1913; (iii) a branch, agency or commercial lending company of a foreign bank operating pursuant to approval by and under the supervision of the Board of Governors of the Federal Reserve System of the U.S. under 12 CFR part 211; (iv) a non-U.S. branch of a foreign bank managed and controlled by a U.S. branch referred to in clause (iii); or (v) any other U.S. or non-U.S. depository institution or any branch, agency or similar office thereof supervised by a bank regulatory authority in any jurisdiction.

“Regulation S” means Regulation S under the Securities Act, or any successor to such regulation.

“Regulation S-K” means Regulation S-K under the Securities Act, as amended or any successor to such regulation.

“Regulation S-X” means Regulation S-X under the Securities Act, as amended, or any successor to such regulation.

“Regulation S Global Note” means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee that will initially be issued in a denomination equal to the principal amount of the Notes sold in reliance on Regulation S.

“Requirements of Law” means, with respect to any Person, collectively, the common law and all federal, state, provincial, local or other foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Restricted Global Note” means a permanent Global Note that is substantially in the form of Exhibit A attached hereto that bears the Global Note Legend and that has the “Schedule of Exchanges of Interests in the Global Note” attached thereto, and that is deposited with or on behalf of and registered in the name of the Depositary or a nominee of the Depositary, representing Notes that bear the Legend.

“Restricted Investment” means an Investment other than a Permitted Investment.

“Restricted Note” means a Note required to bear the restricted legend set forth in the form of Notes set forth in Exhibit A of this Indenture.

“Restricted Subsidiary” means, prior to the date of a Fall Away Event, as to any Person, any subsidiary of such Person that is not an Unrestricted Subsidiary.

“Rule 3-16 Capital Stock” means any Capital Stock of any Subsidiary, in the event that Rule 3-16 of Regulation S-X requires or is amended, modified or interpreted by the SEC to require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other governmental agency) of separate financial statements of the Parent (on an unconsolidated basis) or any such Subsidiary due to the fact that such Subsidiary’s Capital Stock secures the Notes and the Note Guarantees, but only to the extent necessary to not be subject to such requirement.

“Rule 144” means Rule 144 promulgated under the Securities Act or any successor to such rule.

“Rule 144A” means Rule 144A promulgated under the Securities Act or any successor to such rule.

“Rule 903” means Rule 903 promulgated under the Securities Act or any successor to such rule.

“Rule 904” means Rule 904 promulgated under the Securities Act or any successor to such rule.

“S&P” means S&P Global Ratings, or any successor to the rating agency business thereof.

“Sale Leaseback” means any transaction or series of related transactions pursuant to which the Parent or any of its Restricted Subsidiaries (a) sells, transfers or otherwise disposes of any property (whether real, personal or mixed), whether now owned or hereafter acquired and (b) as part of such transaction, thereafter rents or leases such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed of, other than leases between the Parent and the Restricted Subsidiaries.

“Screened Affiliate” means any Affiliate of a Holder (i) that makes investment decisions independently from such Holder and any other Affiliate of such Holder that is not a Screened Affiliate, (ii) that has in place customary information screens between it and such Holder and any other Affiliate of such Holder that is not a Screened Affiliate and such screens prohibit the sharing of information with respect to the Parent or its Subsidiaries, (iii) whose investment policies are not directed by such Holder or any other Affiliate of such Holder that is acting in concert with such Holder in connection with its investment in the Notes, and (iv) whose investment decisions are not influenced by the investment decisions of such Holder or any other Affiliate of such Holder that is acting in concert with such Holder in connection with its investment in the Notes.

“SEC” means the U.S. Securities and Exchange Commission.

“Secured Leverage Ratio” means the ratio, as of any date of determination, of (i) Consolidated Secured Debt as of such date (*provided* that in the event the Parent or any Restricted Subsidiary proposes to incur Indebtedness pursuant to Section 4.9(b)(i) or (xxxv) hereof or Liens pursuant to clause (45) of the definition of Permitted Liens on the same day, Indebtedness incurred under Section 4.9(b)(i) on that date shall not be included in the calculation of the Secured Leverage Ratio for purposes of the calculation to be made pursuant to such clauses on such date (but shall, for the avoidance of doubt, be included in any and all subsequent calculations of the Secured Leverage Ratio to the extent then outstanding and secured)) to (ii) LTM Consolidated Adjusted EBITDA. In addition, the “Secured Leverage Ratio” will be calculated on a Pro Forma Basis. To the extent the Parent elects to treat all or any portion of the commitment under any Indebtedness as being incurred prior to the actual incurrence thereof pursuant to Section 4.9(d), the Parent shall deem all or such portion of such commitment of such Indebtedness, as applicable, as having been incurred and to be outstanding for purposes of calculating the Secured Leverage Ratio for any period in which the Parent makes any such election and for any subsequent period until such commitments or such Indebtedness, as applicable, are no longer outstanding.

“Securities” means any stock, shares, units, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; *provided* that the term “Securities” shall not include any earn-out agreement or obligation or any employee bonus or other incentive compensation plan or agreement.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

“Securitization Program Assets” means (i) all receivables customarily transferred in connection with asset securitization transactions by the Parent or any of its Restricted Subsidiaries pursuant to documents relating to any Qualified Receivables Facility, (ii) all rights arising under the documentation governing or related to receivables (including rights in respect of Liens securing such receivables and other credit support in respect of such receivables), any proceeds of such receivables and any lockboxes or accounts in which such proceeds are deposited, spread accounts and other similar accounts (and any amounts on deposit therein) established in connection with a Qualified Receivables Facility, any warranty, indemnity, dilution and other intercompany claim arising out of the documents relating to such Qualified Receivables Facility and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitizations involving accounts receivable and (iii) all collections (including recoveries) and other proceeds of the assets described in the foregoing clauses (i) and (ii).

“Securitization Special Purpose Entity” means a Person (including, without limitation, a Restricted Subsidiary) created in connection with the transactions contemplated by a Qualified Receivables Facility, which Person engages in no activities and holds no assets other than those incidental to such Qualified Receivables Facility.

“Shared Collateral” shall have the meaning given to such term in the First Lien Intercreditor Agreement.

“Short Derivative Instrument” means a Derivative Instrument (i) the value of which generally decreases, and/or the payment or delivery obligations under which generally increase, with positive changes to the Performance References and/or (ii) the value of which generally increases, and/or the payment or delivery obligations under which generally decrease, with negative changes to the Performance References.

“Significant Subsidiary” means any Subsidiary of the Parent that would be a “significant subsidiary” as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated by the SEC, as such Regulation is in effect on the date hereof.

“Similar Business” means the businesses engaged (or proposed to be engaged) in by the Parent or any Restricted Subsidiary on the Issue Date, reasonably related, similar, incidental, complementary, ancillary, corollary, synergistic or related businesses, and/or a reasonable extension, development or expansion of such businesses.

“Specified Foreign Subsidiary” means a Foreign Subsidiary (other than any of the Closing Date Guarantors) that is a CFC with respect to which a Domestic Subsidiary of the Parent that is formed under the laws of the United States or any state thereof or the District of Columbia and that is a corporation for U.S. federal income tax purposes owns (within the meaning of section 958(a) of the Code) more than 50% of the equity by vote or value.

“Standard Securitization Undertakings” means all representations, warranties, covenants, indemnities, performance guarantees and servicing obligations entered into by the Parent or any Subsidiary (other than a Securitization Special Purpose Entity) which are customary in connection with any Qualified Receivables Facility.

“Stated Maturity” means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

“Subject Transaction” means, (a) the Transactions, (b) any acquisition or similar Investment, whether by purchase, merger, amalgamation or otherwise, of all or substantially all of the assets of, or any business line, unit or division of, any Person or any facility, or of a majority of the outstanding Capital Stock of any Person (and in any event including any Investment in (x) any Restricted Subsidiary the effect of which is to increase the Parent’s or any Restricted Subsidiary’s respective equity ownership in such Restricted Subsidiary or (y) any Joint Venture which serves to increase the Parent’s or any Restricted Subsidiary’s respective equity ownership in such Joint Venture), in each case that is not prohibited by this Indenture, (c) any disposition of all or substantially all of the assets or Capital Stock of a subsidiary (or any business unit, line of business or division of the Parent or a Restricted Subsidiary) not prohibited by this Indenture, (d) the designation of a Restricted Subsidiary as an Unrestricted Subsidiary or an Unrestricted Subsidiary as a Restricted Subsidiary, (e) any incurrence or repayment of Indebtedness (other than revolving Indebtedness), (f) any Cost Saving Initiative and/or (g) any other event that by the terms of this Indenture or the Collateral Documents requires pro forma compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a pro forma basis.

“Subsidiary” or **“subsidiary”** means, with respect to any Person, any corporation, exempted company, partnership, limited liability company, company, association, joint venture or other business entity of which more than 50% of the total voting power of stock, shares or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of such Person or a combination thereof; *provided* that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interests in the nature of a “qualifying share” of the former Person shall be deemed to be outstanding. Unless otherwise specified, “subsidiary” shall mean any subsidiary of the Parent.

“Swedish Companies Act” means the Swedish Companies Act (Sw. *aktiebolagslag (2005:551)*) (or its equivalent from time to time).

“Swedish Closing Date Security Documents” means (i) a Swedish law governed pledge agreement entered into between Amer Sports Corporation and the Notes Collateral Agent, in respect of the shares in Amernet Holding, and (ii) a Swedish law governed pledge agreement entered into between Amernet Holding and the Notes Collateral Agent, in respect of bank accounts, in each case, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Swedish Law Collateral Documents” means each Collateral Document governed by Swedish law and/or any other agreements, instruments or documents governed by Swedish law or perfected pursuant to Swedish law that creates or purports to create a Lien to secure the Obligations in favor of the Secured Parties, including the Swedish Closing Date Security Documents.

“Swedish Note Guarantor” means a Note Guarantor incorporated in Sweden.

“Swedish Terms” means, collectively, the principles set forth in Section 10.3(c) and Section 1.5.

“Taxes” means any and all present and future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax and penalties applicable thereto.

“TIA” means the Trust Indenture Act of 1939, as amended, and the rules and regulations thereunder as in effect on the date of this Indenture, except to the extent any amendment to the Trust Indenture Act expressly provides for application of the Trust Indenture Act as in effect on another date.

“Total Leverage Ratio” means the ratio of (i) Consolidated Total Debt of the Parent and its Restricted Subsidiaries, after giving effect to all incurrences and repayments of Indebtedness on the transaction date (net of the Unrestricted Cash Amount), to (ii) LTM Consolidated Adjusted EBITDA. In addition, the “Total Leverage Ratio” will be calculated on a Pro Forma Basis.

To the extent the Parent elects to treat all or any portion of the commitment under any Indebtedness as being incurred prior to the actual incurrence thereof pursuant to Section 4.9(d), the Issuer shall deem all or such portion of such commitment of such Indebtedness, as applicable, as having been incurred and to be outstanding for purposes of calculating the Total Leverage Ratio for any period in which the Parent makes any such election and for any subsequent period until such commitments or such Indebtedness, as applicable, are no longer outstanding.

“Transaction Costs” means fees, premiums, expenses and other transaction costs (including original issue discount or upfront fees) payable or otherwise borne by the Parent and/or its subsidiaries in connection with the Transactions and the transactions contemplated thereby.

“Transactions” means, collectively, (a) the execution, delivery and performance of the Credit Agreement, (b) the Offering Transactions and (c) the payment of the Transaction Costs.

“Treasury Rate” means, with respect to the Notes, the rate per annum equal to the yield to maturity at the time of computation of U.S. Treasury securities with a constant maturity most nearly equal to the period from the earlier of (i) such date of redemption and (ii) the date the Notes are defeased or satisfied and discharged in accordance with the indenture, to February 16, 2027, *provided, however*, that if the period from such earlier date to February 16, 2027 is not equal to the constant maturity of a U.S. Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of U.S. Treasury securities for which such yields are given, except that if the period from such earlier date to February 16, 2027 is less than one year, the weekly average yield on actually traded U.S. Treasury securities adjusted to a constant maturity of one year shall be used. The Issuer shall obtain the Treasury Rate.

“Trust Officer” shall mean, when used with respect to the Trustee or the Notes Collateral Agent, any officer within the corporate trust department of the Trustee or the Notes Collateral Agent, including any vice president, assistant secretary, associate, secretary, trust officer or any other officer of the Trustee or the Notes

Collateral Agent who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

"Trustee" means The Bank of New York Mellon, a New York banking corporation, until a successor replaces it in accordance with the provisions of this Indenture, and thereafter means the successor.

"UCC" or "Uniform Commercial Code" means the Uniform Commercial Code as the same may be in effect from time to time in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it applies to any item or items of Collateral.

"Underlying Debt" means in relation to the Issuer or any Note Guarantor and at any time, each obligation (whether present or future, actual or contingent) owing by the Issuer or such Note Guarantor to a First Lien Notes Secured Party under this Indenture, the Notes or the Collateral Documents (including for the avoidance of doubt any change or increase in those obligations pursuant to or in connection with any amendment or supplement or restatement or novation of this Indenture, the Notes or any Collateral Document, in each case whether or not anticipated as of the date of this Indenture) excluding the Issuer's or such Note Guarantor's Parallel Debt, as applicable.

"Unrestricted Cash Amount" means, as to any Person on any date of determination, the amount of (a) unrestricted Cash and Cash Equivalents of such Person and its Restricted Subsidiaries and (b) Cash and Cash Equivalents of such Person and its Restricted Subsidiaries that are restricted in favor of the Notes, the Credit Agreement and/or other permitted pari passu, senior or junior secured Indebtedness (which may also include Cash and Cash Equivalent securing such Indebtedness), in each case as determined in accordance with IFRS.

"Unrestricted Subsidiary" means, until a Fall Away Event, any Subsidiary of the Parent (other than the Issuer) that is designated by the Board of Directors of the Parent as an Unrestricted Subsidiary pursuant to a board resolution or consent; *provided* that as of the date of designation of any Subsidiary as an Unrestricted Subsidiary (a) no Event of Default has occurred and is continuing, (b) such Unrestricted Subsidiary shall not own any Capital Stock in any Restricted Subsidiary of the Parent (unless such Restricted Subsidiary is also designated as an Unrestricted Subsidiary simultaneously with the aforementioned designation in accordance with Section 4.15) or hold any Indebtedness of, or any Lien on, any property of the Parent or its Restricted Subsidiaries (unless the Parent or such Restricted Subsidiary is permitted (or not prohibited) under the indenture to incur such Indebtedness or grant such Lien in favor of such Unrestricted Subsidiary (as a third party)).

Any designation of a Subsidiary of the Parent as an Unrestricted Subsidiary will be evidenced to the Trustee by filing with the Trustee a certified copy of the board resolution or consent giving effect to such designation and an Officers' Certificate certifying that such designation complied with the preceding conditions and was permitted by this Indenture.

"Vice President" when used with respect to the Issuer or the Trustee, means any vice president, whether or not designated by a number or a word or words added before or after the title "vice president."

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

- (1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required scheduled payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness; *provided* that the effect of (x) any prepayment made in respect of such Indebtedness shall be disregarded in making such calculation and (y) any “AHYDO catch-up” payment that may be required to be made in respect of such Indebtedness shall be disregarded in making such calculation.

“**Wholly-Owned Subsidiary**” of any Person means a subsidiary of such Person 100% of the Capital Stock of which (other than directors’ qualifying shares or shares required by Requirements of Law to be owned by a resident of the relevant jurisdiction) are owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

Section 1.2 Other Definitions.

TERM	DEFINED IN SECTION
“Acceptable Commitment”	4.13(b)
“Additional Amounts”	4.18(a)
“Affiliate Transaction”	4.12(a)
“Agent Members”	2.1(b)
“Agreed Guarantee Principles”	4.14
“Applicable Collateral Limitations”	4.19(f)
“Asset Sale Offer”	4.13(c)/3.14
“Austrian Capital Maintenance Rules”	10.3(b)
“Austrian Guarantor”	10.3(b)
“Authorized Agent”	11.16
“Authorized Officers”	11.2
“Beneficiary”	10.3(c)
“Benefited Party”	10.1(b)
“Change in Tax Law”	3.7(e)
“Change of Control Offer”	3.8(b)
“Change of Control Purchase Date”	3.8(b)
“Change of Control Purchase Notice”	3.8(c)
“Change of Control Purchase Price”	3.8(a)
“Cost Saving Initiative”	1.1
“Covenant Defeasance”	8.3
“Declined Asset Sale Proceeds”	4.13(c)
“Directing Holder”	6.2
“Electronic Means”	11.2
“Event of Default”	6.1
“Excess Proceeds”	4.13(c)
“Expected Cost Savings”	1.1
“FATCA”	4.18(b)(ix)
“Finnish Guarantor”	10.3(a)
“Finnish Obligated Party”	10.3(a)
“Fixed Amounts”	11.15(h)
“incur”	4.9(a)
“Incurrence-Based Amounts”	11.15(h)
“Initial Lien”	4.10
“Instructions”	11.2
“Issuer Notice”	3.8(b)
“Issuer Order”	2.2
“Judgment Currency”	11.17
“Legal Defeasance”	8.2
“Legend”	2.12(a)
“Market Maker”	4.3(b)
“Noteholder Direction”	6.2

“Notes Custodian”	2.3
“Notice of Default”	6.1
“Offer Amount”	3.14
“Offer Period”	3.14
“Paying Agent”	2.3
“Payment Default”	6.1(e)
“Payor”	4.18(a)
“Performance References”	1.1
“Permitted Debt”	4.9(b)
“Position Representation”	6.2
“Purchase Date”	3.14
“Refunding Capital Stock”	4.8(b)
“Registrar”	2.3
“Regulation 803 Reimbursement”	4.18(d)
“Relevant Taxing Jurisdiction”	4.18(a)
“Restricted Amount”	4.13(b)
“Restricted Payments”	4.8(a)
“Subordinated Debt”	4.13
“Tax”	4.18(a)
“Treasury Capital Stock”	4.8(b)

Section 1.3 Rules of Construction. Unless the context otherwise requires:

- (a) a term has the meaning assigned to it;
- (b) an accounting term not otherwise defined has the meaning assigned to it in accordance with IFRS;
- (c) words in the singular include the plural, and words in the plural include the singular;
- (d) provisions apply to successive events and transactions;
- (e) the term “merger” includes a statutory share exchange and the term “merged” has a correlative meaning;
- (f) the masculine gender includes the feminine and the neuter;
- (g) references to agreements and other instruments include subsequent amendments thereto;
- (h) “herein,” “hereof” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision;
- (i) references to ratings by Fitch, Moody’s or S&P shall include any successor equivalent ratings if either Fitch, Moody’s or S&P changes its ratings scale subsequent to the date of this Indenture;
- (j) except as otherwise provided for herein, the Notes will be treated as a single class for all purposes under this Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase; *provided, however*, that if any additional Notes are not fungible with the Notes offered hereby for U.S. federal income tax purposes, they will be issued with a separate CUSIP number;
- (k) a reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation;
- (l) “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;

(m) “will” shall be construed to have the same meaning and effect as the word “shall”;

(n) the words “ordinary course of business” or “ordinary course” shall, with respect to any Person, be deemed to refer to items or actions that are consistent with practice in or norms of the industry in which such Person operates or such Person’s past practice (in each case, as determined by the Parent in good faith);

(o) any reference to any Requirements of Law herein shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing, superseding or interpreting such Requirements of Law;

(p) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns;

(q) in the computation of periods of time in this Indenture or the Collateral Documents from a specified date to a later specified date, the word “from” means “from and including”, the words “to” and “until” mean “to but excluding” and the word “through” means “to and including”;

(r) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights;

(s) the words “permitted” shall be construed to also refer to actions or undertakings that are “not prohibited”; and

(t) any reference to the end date for any fiscal quarter or fiscal year shall mean the date on or around such specified date on which the applicable period actually ends (as determined by the Parent in good faith).

Section 1.4 Notes Collateral Agent Instructions. Any reference in a Notes Document, First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement to the Notes Collateral Agent providing its approval or consent or waiver or making a request or direction or determination; or to a matter, item or a person being acceptable to, satisfactory to, approved by or specified by the Notes Collateral Agent; or to the Notes Collateral Agent requiring certain steps or actions to be taken; or the Notes Collateral Agent disagreeing with any calculation; or to the Notes Collateral Agent otherwise exercising any discretion or power, are, in each case, to be construed, unless otherwise specified, as references to the Notes Collateral Agent taking or refraining from taking such action on the instructions of the Holders. Reference in the Notes Documents to: (i) the Notes Collateral Agent acting reasonably; (ii) the Notes Collateral Agent reasonably requiring an action or a matter or the provision of any document, information, report, confirmation or evidence; (iii) a matter being in the reasonable opinion of the Notes Collateral Agent; (iv) the Notes Collateral Agent’s approval or consent not being unreasonably withheld or delayed; or (v) any document, report, confirmation or evidence being required to be reasonably satisfactory to the Notes Collateral Agent, are, in each case, to be construed, unless otherwise specified in the relevant Notes Document, as the Notes Collateral Agent acting on the instructions of the Holders and the Holders hereby agree to act reasonably in circumstances where the Notes Collateral Agent would otherwise be required to act reasonably if this Section 1.4 did not apply). Where the Notes Collateral Agent is obliged to consult under the terms of the Notes Documents, unless otherwise specified, the Holders must instruct the Notes Collateral Agent to consult in accordance with the terms of the relevant Notes Document and the Notes Collateral Agent must carry out that consultation in accordance with the instructions it receives from the Holders. The Notes Collateral Agent shall be under no obligation to determine the reasonableness of such circumstances or whether in giving such instructions the Holders are acting in a reasonable manner. For the avoidance of doubt, the Notes Collateral Agent shall be fully protected in conclusively relying upon a direction from the Holders.

Section 1.5 Rules of Construction in Relation to Swedish Note Guarantors. Notwithstanding any other provision of this Indenture or any other Notes Document and/or any exhibit or schedule thereto, in this Indenture, where it relates to a Swedish Note Guarantor, a reference to:

- (a) “organizational documents” includes its articles of association (*Sw. bolagsordning*) and the certificate of registration (*Sw. registreringsbevis*), as in force from time to time;
- (b) a “compromise” or “arrangement” with any creditor includes (A) any write-down of debt following from any procedure of *företagsrekonstruktion* under the Swedish Company Reorganisation Act (*Sw. lag om företagsrekonstruktion* (2022:964)) (the “**Swedish Company Reorganisation Act**”), or (B) any write-down of debt in bankruptcy (*Sw. ackord i konkurs*) under the Swedish Bankruptcy Act (*Sw. konkurslag* (1987:672)) (the “**Swedish Bankruptcy Act**”);
- (c) a “receiver” includes (A) *rekonstruktör* under the Swedish Company Reorganisation Act, (B) *konkursförvaltare* under the Swedish Bankruptcy Act, or (C) *likvidator* under the Swedish Companies Act.
- (d) a “merger” includes any *fusion* implemented in accordance with Chapter 23 of the Swedish Companies Act;
- (e) a “winding up”, “liquidation” or “dissolution” includes *frivillig likvidation* or *tvångslikvidation* under Chapter 25 of the Swedish Companies Act, a “bankruptcy” includes a *konkurs* under the Swedish Bankruptcy Act and a “reorganization” (other than a corporate reorganization not due to insolvency) includes a *företagsrekonstruktion* under the Swedish Company Reorganisation Act;
- (f) an “insolvency” includes such entity being subject to *konkurs* under the Swedish Bankruptcy Act, *företagsrekonstruktion* under the Swedish Company Reorganisation Act or *tvångslikvidation* under Chapter 25 of the Swedish Companies Act.

Section 1.6 Finnish Terms. In this Indenture or any other Notes Document, where it relates to a Finnish entity or a matter of Finnish law or any Lien governed by Finnish law, any reference to:

- (a) insolvency proceedings, a bankruptcy or reorganization or similar arrangement with any creditor includes a konkurssimenettely under the Finnish Bankruptcy Act (120/2004, as amended; konkurssilaki) or a yrityssaneeraus under the Finnish Reorganisation Act (47/1993, as amended; laki yrityksen saneerauksesta) (as the case may be);
- (b) a custodian, receiver, assignee, trustee, liquidator or other similar official includes a pesänohittaja, selvittäjä, valvoja or selvitysmies under Finnish law;
- (c) gross negligence means törkeä tuottamus under Finnish law;
- (d) merger includes any sulautuminen implemented in accordance with Chapter 16 of the Finnish Companies Act (624/2006, as amended osakeyhtiölaki); and
- (e) a liquidation, winding up or dissolution includes a selvitystila, purkaminen, or rekisteristä poistaminen under Chapter 20 of the Finnish Companies Act.

ARTICLE 2

THE SECURITIES

Section 2.1 Form and Dating. The Notes and the Trustee’s certificate of authentication with respect thereto shall be substantially in the form set forth in Exhibit A, which are incorporated in and made part of this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. The Issuer shall provide any such notations, legends or endorsements to the Trustee in writing. The Notes shall be in a minimum denomination of \$2,000 and integral multiples of \$1,000 in excess thereof. Each Note shall be dated the date of its authentication. The Notes are being offered and sold by the Issuer in transactions exempt from, or not subject to, the registration requirements of the Securities Act.

(a) Restricted Global Notes. All of the Notes are initially being offered and sold to (i) qualified institutional buyers as defined in Rule 144A in reliance on Rule 144A under the Securities Act or (ii) outside the United States to persons other than U.S. persons in reliance upon Regulation S under the Securities Act, and shall be issued initially in the form of one or more 144A Global Notes and Regulation S Global Notes, respectively, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee, as custodian for the depositary, DTC, and registered in the name of its nominee, Cede & Co., duly executed by the Issuer and, upon receipt of an Issuer Order, authenticated by the Trustee as hereinafter provided. The aggregate principal amount of the Restricted Global Notes may from time to time be increased or decreased by adjustments made on the records of the Notes Custodian as hereinafter provided, subject in each case to compliance with the Applicable Procedures.

(b) Form of Notes. Notes issued in global form shall be substantially in the form of Exhibit A (including the Global Note Legend thereon and the “Schedule of Exchanges of Interests in the Global Note” attached thereto). Definitive Notes shall be substantially in the form of Exhibit A attached hereto (but without the Global Note Legend thereon and without the “Schedule of Exchanges of Interests in the Global Note” attached thereto). Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or the Notes Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.12 hereof and shall be made on the records of the Trustee and the Depositary.

Members of, or participants in, the Depositary (“**Agent Members**”) shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depositary or under the Global Note, and the Depositary (including, for this purpose, its nominee) may be treated by the Issuer, the Trustee and any agent of the Issuer or the Trustee as the absolute owner and Holder of such Global Note for all purposes whatsoever.

Notwithstanding the foregoing, nothing herein shall (A) prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or (B) impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Note.

(c) Additional Notes. Subject to compliance with the provisions of Section 4.9 and 4.10 hereof, the Issuer may issue Additional Notes in an unlimited amount under this Indenture.

(d) Regulation S Global Notes. Global Notes offered and sold in reliance on Regulation S shall initially be represented by one or more Regulation S Global Notes, substantially in the form of Exhibit A with such applicable legends as are provided in Exhibit A. The Regulation S Global Notes will be deposited, upon issuance, on behalf of the purchasers of the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of the Depositary or the nominee of the Depositary, duly executed by the Issuer, upon receipt of an Issuer Order, authenticated by the Trustee as hereinafter provided.

The aggregate principal amount of the Regulation S Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

(e) Book Entry Provisions. The Issuer shall execute, upon receipt of an Issuer Order, and the Trustee shall, in accordance with this Section 2.1(e), authenticate and deliver initially one or more Global Notes that (i) shall be registered in the name of the applicable Depositary or its nominee, (ii) shall be delivered by the Trustee to the applicable Depositary or pursuant to the applicable Depositary’s instructions and (iii) shall bear legends substantially in the form of the first paragraph of Exhibit A attached hereto.

Section 2.2 Execution and Authentication. An Officer of the Issuer shall sign the Notes for the Issuer by manual, facsimile or electronic signature. Typographic and other minor errors or defects in any such electronic

signature shall not affect the validity or enforceability of any Note which has been authenticated and delivered by the Trustee.

If an Officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

A Note shall not be valid until an authorized signatory of the Trustee manually or electronically signs the certificate of authentication on the Note. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee shall, upon receipt of an Issuer Order, authenticate and make available for delivery the Notes for original issue in an initial aggregate principal amount of \$800,000,000 and Additional Notes as contemplated by Section 2.1(c) hereof, upon receipt of a written order of the Issuer signed by an Officer of the Issuer (an “**Issuer Order**”). The Issuer Order shall specify the amount of Notes to be authenticated and shall provide that all such Notes will be represented by a Restricted Global Note and the date on which such issue of Notes is to be authenticated. The aggregate principal amount of Notes outstanding at any time may not exceed the applicable amounts in the foregoing sentence, except as provided in Section 2.1(c) and 2.7 hereof.

The Trustee shall act as the initial authenticating agent. Thereafter, the Trustee may appoint an authenticating agent acceptable to the Issuer to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent shall have the same rights as an Agent to deal with the Issuer or an Affiliate of the Issuer.

The Notes shall be issuable only in registered form without coupons and only in minimum denominations of \$2,000 principal amount and integral multiples of \$1,000 in excess thereof.

Section 2.3 Registrar and Paying Agent. The Issuer shall maintain one or more offices or agencies where Notes may be presented for registration of transfer or for exchange (each, a “**Registrar**”), one or more offices or agencies where Notes may be presented for payment (each, a “**Paying Agent**”) and one or more offices or agencies where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer will at all times maintain a Paying Agent, Registrar and an office or agency where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served.

The Issuer shall enter into an appropriate agency agreement with any Agent not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such Agent. The Issuer shall notify in writing the Trustee of the name and address of any Agent not a party to this Indenture. If the Issuer fails to maintain a Registrar, Paying Agent or agent for service of notices and demands in any place required by this Indenture, or fail to give the foregoing notice, the Trustee shall act as such. The Issuer or any Affiliate of the Issuer may act as Paying Agent (except for the purposes of Section 4.1 and Article 8).

The Issuer hereby initially designates the Trustee as Paying Agent, Registrar and custodian for the Notes (in such capacity, the “**Notes Custodian**”), and the Corporate Trust Office of the Trustee as one such office or agency of the Issuer for each of the aforesaid purposes. In acting hereunder and in connection with the Notes, the Notes Custodian, the Paying Agent and the Registrar shall act solely as agents of the Issuer, and will not thereby assume any obligations towards or relationship of agency or trust for or with any Holder of the Notes.

The Issuer may change the Paying Agents or Registrar in its sole discretion without prior notice to the Holders.

Section 2.4 Paying Agent to Hold Money in Trust. Prior to 11:00 a.m., New York City time, on the due date of the principal of or interest on any Notes, the Issuer shall deposit with a Paying Agent a sum sufficient to pay such principal or interest, if any, so becoming due. A Paying Agent shall hold in trust for the benefit of Noteholders or the Trustee all money held by the Paying Agent for the payment of principal of or interest on the Notes, and shall notify the Trustee of any default by the Issuer (or any other obligor on the Notes) in making any

such payment. If the Issuer or an Affiliate of the Issuer acts as Paying Agent, the Issuer or such Affiliate shall, before 11:00 a.m., New York City time, on each due date of the principal of or interest on any Notes, segregate the money and hold it as a separate trust fund. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee, and the Trustee may at any time during the continuance of any Default, upon written request to a Paying Agent, require such Paying Agent to pay forthwith to the Trustee all sums so held in trust by such Paying Agent. Upon doing so, the Paying Agent (other than the Issuer) shall have no further liability for the money. For the avoidance of doubt, in no event shall any Paying Agent (unless the Issuer or an Affiliate of the Issuer is acting as Paying Agent) be required to advance funds for any payment on the Notes hereunder or to make any such payment until the Paying Agent has actually received such funds from the Issuer.

Section 2.5 Noteholder Lists. The Trustee or Registrar shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Noteholders. If the Trustee is not the Registrar, the Issuer shall furnish to the Trustee on or before each interest payment date, and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Noteholders.

Section 2.6 Transfer and Exchange.

(a) Subject to compliance with any applicable additional requirements contained in Section 2.12 hereof, when a Note is presented to a Registrar with a request to register a transfer thereof or to exchange such Note for an equal principal amount of Notes of other authorized denominations, the Registrar shall register the transfer or make the exchange as requested; *provided, however*, that every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by an assignment form and, if applicable, a transfer certificate in the form(s) included in Exhibit A and Exhibit C, as applicable, and in form satisfactory to the Registrar, duly executed by the Holder thereof or its attorney duly authorized in writing. To permit registration of transfers and exchanges, upon surrender of any Note for registration of transfer or exchange at an office or agency maintained pursuant to Section 2.3 hereof, the Issuer shall execute and, upon receipt of an Issuer Order, the Trustee shall authenticate Notes of a like aggregate principal amount at the Registrar's request. Any exchange or transfer shall be without charge, except that the Issuer or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto, and *provided*, that this sentence shall not apply to any exchange pursuant to Section 2.10, 2.12(a), 3.6, 3.11 or 9.5 hereof.

Neither the Issuer, any Registrar nor the Trustee shall be required to exchange or register a transfer of any Notes or portions thereof in respect of which a Change of Control Purchase Notice or a notice in connection with an Asset Sale Offer has been delivered and not withdrawn by the Holder thereof (except, in the case of the purchase of a Note in part, the portion thereof not to be purchased).

All Notes issued upon any transfer or exchange of Notes shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Indenture, as the Notes surrendered upon such transfer or exchange.

(b) Any Registrar appointed pursuant to Section 2.3 hereof shall provide to the Trustee such information as the Trustee may reasonably require in connection with the delivery by such Registrar of Notes upon transfer or exchange of Notes.

(c) Each Holder of a Note agrees to indemnify the Issuer and the Trustee against any liability that may result from the transfer, exchange or assignment of such Holder's Note in violation of any provision of this Indenture and/or applicable United States federal, state, Canadian federal, provincial or territorial securities law.

(d) No Obligation of the Trustee. Neither the Trustee nor the Registrar shall have any responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in, Depositary or other Person with respect to the accuracy of the records of Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner of a Global Note or other Person (other than Depositary and any other Holder) of any notice (including any notice of redemption or purchase) or the payment of any amount or delivery of any Notes (or other security or property) under or with respect to such Notes. All notices and communications to be given to the Holders

shall be given only to or upon the order of the registered Holders (which shall be Depositary or its nominee in the case of a Global Note). The Trustee may rely and shall be fully protected in relying upon information furnished by Depositary with respect to its members, participants and any beneficial owners of a Global Note. None of the Issuer, the Trustee nor the Registrar shall have any responsibility or liability for any acts or omissions of Depositary in the case of Global Notes with respect to such Global Note, for the records of any such depositary, including records in respect of beneficial ownership interests in respect of any such Global Note, for any transactions between Depositary and any Participant or between or among Depositary, any such Participant and/or any holder or owner of a beneficial interest in such Global Note, or for any transfers of beneficial interests in any such Global Note. Neither the Trustee nor any of its agents shall have any responsibility for any actions taken or not taken by Depositary.

Section 2.7 Replacement Notes. If any mutilated Note is surrendered to the Issuer, a Registrar or the Trustee, or the Issuer, a Registrar and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Note, and there is delivered to the Issuer, the applicable Registrar and the Trustee such security and/or indemnity as will be required by them to save each of them harmless, then, in the absence of notice to the Issuer, such Registrar or the Trustee that such Note has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its written request the Trustee shall authenticate and deliver, in exchange for any such mutilated Note or in lieu of any such destroyed, lost or stolen Note, a new Note of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, or is about to be purchased by the Issuer pursuant to Article 3, the Issuer in its discretion may, instead of issuing a new Note, pay or purchase such Note, as the case may be.

Upon the issuance of any new Notes under this Section 2.7, the Issuer and/or the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the reasonable fees and expenses of the Trustee or the Registrar) in connection therewith.

Every new Note issued pursuant to this Section 2.7 in lieu of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

The provisions of this Section 2.7 are (to the extent lawful) exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 2.8 Outstanding Notes. Notes outstanding at any time are all Notes authenticated by the Trustee, except for those canceled by it, those delivered to it for cancellation or surrendered for transfer or exchange and those described in this Section 2.8 as not outstanding.

If a Note is replaced pursuant to Section 2.7 hereof, it ceases to be outstanding unless the Issuer receives proof satisfactory to it that the replaced Note is held by a bona fide purchaser.

If a Paying Agent (other than the Issuer or an Affiliate of the Issuer) holds on a Redemption Date, Change of Control Purchase Date or the Final Maturity Date money sufficient to pay the principal of (including premium, if any) and interest on Notes (or portions thereof) payable on that date, then on and after such Redemption Date, Change of Control Purchase Date or the Final Maturity Date, as the case may be, such Notes (or portions thereof, as the case may be) shall cease to be outstanding and interest on them shall cease to accrue.

Subject to the restrictions contained in Section 2.9 hereof, a Note does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Note.

Section 2.9 Treasury Notes. In determining whether the Holders of the required principal amount of Notes have concurred in any notice, direction, waiver or consent, Notes owned by the Issuer or any other obligor on

the Notes or by any Affiliate of the Issuer or of such other obligor shall be disregarded, except that, for purposes of determining whether the Trustee shall be protected in relying on any such notice, direction, waiver or consent, only Notes which a Trust Officer of the Trustee actually knows are so owned shall be so disregarded. Notes so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to the Notes and that the pledgee is neither the Issuer nor any other obligor on the Notes or any Affiliate of the Issuer or of such other obligor.

Section 2.10 Temporary Notes. Until Definitive Notes are ready for delivery, the Issuer may prepare and execute, and, upon receipt of an Issuer Order, the Trustee shall authenticate and deliver, temporary Notes. Temporary Notes shall be substantially in the form of Definitive Notes but may have variations that the Issuer with the consent of the Trustee considers appropriate for temporary Notes. Without unreasonable delay, the Issuer shall execute and, upon receipt of an Issuer Order, the Trustee shall authenticate and deliver Definitive Notes in exchange for temporary Notes.

Section 2.11 Cancellation. The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee or its agent any Notes surrendered to them for transfer, exchange, payment or conversion. The Trustee and no one else shall cancel, in accordance with its standard procedures, all Notes surrendered for transfer, exchange, payment, conversion or cancellation and shall deliver any canceled Definitive Notes to the Issuer. All Notes which are purchased or otherwise acquired by the Issuer or any of its Subsidiaries prior to the Final Maturity Date of such Notes may be delivered to the Trustee for cancellation or resold. The Issuer may not hold or resell such Notes or issue any new Notes to replace any Notes delivered for cancellation.

Section 2.12 Legend; Additional Transfer and Exchange Requirements.

(a) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing the legends set forth on the form of Notes attached hereto as Exhibit A (collectively, the "**Legend**"), or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Issuer such satisfactory evidence, which shall include an opinion of counsel if requested by the Issuer, as may be reasonably required by the Issuer, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144 under the Securities Act or that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act; *provided* that no such evidence need be supplied in connection with the sale of such Note pursuant to a registration statement that is effective at the time of such sale. Upon (i) provision of satisfactory evidence if requested, or (ii) notification by the Issuer to the Trustee and Registrar of the sale of such Note pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Issuer, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Issuer, the Legend shall be reinstated.

(b) A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee or any successor thereof, and no such transfer to any such other Person may be registered; *provided* that the foregoing shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note; *provided further* that in no event shall a beneficial interest in a Regulation S Global Note be transferred to a U.S. Person prior to the receipt by the Registrar of any certificates required pursuant to Regulation S, as determined by the Issuer. No transfer of a Note to any Person shall be effective under this Indenture or the Notes unless and until such Note has been registered in the name of such Person. Notwithstanding any other provisions of this Indenture or the Notes, transfers of a Global Note, in whole or in part, shall be made only in accordance with this Section 2.12.

(c) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the Legend. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit A dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(d) The restrictions imposed by the Legend upon the transferability of any Note shall cease and terminate when such Note has been sold pursuant to an effective registration statement under the Securities Act or transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto) or, if earlier, upon the expiration of the holding period applicable to sales thereof under Rule 144(d)(1)(ii) under the Securities Act (or any successor provision). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 2.12 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision by, if requested by the Issuer or the Registrar, an opinion of counsel reasonably acceptable to the Issuer and addressed to the Issuer to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor, series and aggregate principal amount, which shall not bear the restrictive Legend. The Issuer shall inform the Trustee of the effective date of any registration statement registering any Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel or registration statement.

(e) As used in this Section 2.12, the term “transfer” encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(f) The provisions of clauses (iii), (iv) and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of this Indenture or the Notes, a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, *provided* that a Global Note may be exchanged for Notes registered in the names of any person designated by the Depositary in the event that (A) the Depositary has notified the obligors that it is unwilling or unable to continue as Depositary for such Global Note or has ceased to be a clearing agency registered under the Exchange Act and, in either case, the Issuer fails to appoint a successor Depositary or (B) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (A) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (B) above may be exchanged in whole or from time to time in part as directed by the applicable Depositary. Any Note issued in exchange for a Global Note or any portion thereof shall be a Global Note; *provided* that any such Note so issued that is registered in the name of a Person other than the applicable Depositary or a nominee thereof shall not be a Global Note.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and shall be in such authorized denominations as the Depositary shall designate and shall bear the applicable legends provided for herein. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment and its receipt of an Issuer Order, the Trustee shall authenticate and deliver Notes issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members and persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the obligors will promptly make available to the Trustee a reasonable supply of applicable Definitive Notes in definitive, fully registered form, without interest coupons.

(v) Neither Agent Members nor any other Persons on whose behalf Agent Members may act shall have any rights under this Indenture with respect to any Global Note registered in the name of the Depositary or any nominee thereof, or under any such Global Note, and the Depositary or such nominee, as the case may be, may be treated by the Issuer, the Trustee and any agent of the Issuer or the Trustee as the absolute owner and Holder of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or such nominee, as the case may be, or impair, as between the Depositary, its Agent Members and any other Person on whose behalf an Agent Member may act, the operation of customary practices of such Persons governing the exercise of the rights of a Holder of any Note.

(vi) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Agent Members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so as and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(g) Euroclear and Clearstream Procedures Applicable. The provisions of the “Operating Procedures of the Euroclear System” and “Terms and Conditions Governing Use of Euroclear” and the equivalent procedures of Clearstream shall be applicable to transfers of beneficial interests in Global Notes that are held by Participants through Euroclear or Clearstream.

Section 2.13 CUSIP, Common Code and ISIN Numbers. The Issuer in issuing the Notes may use one or more “CUSIP” and “ISIN” numbers (if then generally in use), and, if so, the Trustee shall use “CUSIP” and “ISIN” numbers in notices of purchase as a convenience to Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a purchase and that reliance may be placed only on the other identification numbers printed on the Notes, and any such purchase shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Trustee of any change in the “CUSIP” and “ISIN” numbers applicable to the Notes.

ARTICLE 3

REDEMPTION AND PURCHASES

Section 3.1 Right to Redeem. The Issuer, at its option, may redeem the Notes in accordance with the provisions of Sections 3.7 and 3.8(g) hereof.

If the Issuer elects to redeem the Notes, it shall notify the Trustee in writing at least 15 days prior to the Redemption Date (unless a shorter notice period shall be satisfactory to the Trustee), the aggregate principal amount of the Notes to be redeemed and the Section of this Indenture pursuant to which such Notes are being redeemed.

Section 3.2 Selection of Notes to Be Redeemed. The Issuer will give not less than 10 days’ nor more than 60 days’ notice of any redemption. If the Issuer elects to redeem less than all of the outstanding Notes, the Notes will be selected for redemption as follows:

- (i) in accordance with the procedures of DTC and in compliance with the requirements of the applicable stock exchange to the extent the Notes are held in the form of Global Notes; or
- (ii) by lot to the extent the Notes are held in the form of Definitive Notes.

In the event of a partial redemption by lot, the particular Notes to be redeemed will be selected, unless otherwise provided herein, not less than 10 nor more than 60 days prior to the Redemption Date from the outstanding Notes not previously called for redemption.

The Notes and portions of the Notes selected for redemption will be in amounts of \$2,000 or whole multiples of \$1,000 except that if all of the Notes of a Holder are to be redeemed, the entire outstanding amount of Notes held by such Holder, even if not a multiple of \$1,000, shall be redeemed. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

Section 3.3 Notice of Redemption. At least 10 days but not more than 60 days before a Redemption Date, the Issuer shall send, or shall cause to be sent, a notice of redemption by first-class mail (postage prepaid) or otherwise transmit in accordance with applicable procedures of DTC to the Trustee and to each Holder of Notes to be redeemed.

The notice shall identify the Notes to be redeemed and shall state:

- the aggregate principal amount of the Notes to be redeemed;
- the Redemption Date (which shall be a Business Day);
- the redemption price;
- the name and address of the Paying Agent;
- that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;
- if fewer than all the outstanding Notes are to be redeemed, the certificate numbers, if any, and principal amounts of the particular Notes to be redeemed;
- that, unless the Issuer defaults in the deposit of the redemption price, interest on Notes called for redemption will cease to accrue on and after the Redemption Date;
- the Section of this Indenture pursuant to which the Notes are being redeemed;
- the CUSIP numbers of the Notes; and
- any conditions precedent to such redemption.

At the Issuer's request, the Trustee shall give the notice of redemption in the Issuer's name and at the Issuer's expense, *provided*, that the Issuer makes such request at least three Business Days prior to the date by which such notice of redemption must be given to Holders in accordance with this Section 3.3. Redemption notices may be given more than 60 days prior to a Redemption Date if the notice is issued in connection with a defeasance of the Notes pursuant to Sections 8.3 or 8.4 or a satisfaction and discharge of this Indenture with respect to the Notes pursuant to Section 8.1. If a redemption is subject to satisfaction of one or more conditions precedent, the applicable redemption notice shall describe such condition, and if applicable, shall state that, in the Issuer's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied, without the requirement of an additional notice period to the Holders, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed. The Trustee shall have no responsibility for calculating or verifying the redemption price.

Section 3.4 Effect of Notice of Redemption. Once notice of redemption is given and any conditions set forth therein have been satisfied, Notes called for redemption become due and payable on the Redemption Date and at the redemption price stated in the notice. Upon surrender to the Paying Agent, such Notes shall be paid at the redemption price stated in the notice.

On and after the Redemption Date, unless the Issuer defaults in the deposit of the redemption price and subject to satisfaction of any conditions precedent, interest will cease to accrue on the Notes or any portion of the Notes called for redemption, and all other rights of the Holder will terminate other than the right to receive the redemption price, without interest from the Redemption Date, on surrender of the Notes.

Section 3.5 Deposit of Redemption Price. Prior to 11:00 a.m. (New York City time) on the Redemption Date, the Issuer shall deposit with the Paying Agent (or the Trustee) money sufficient to pay the redemption price (as calculated by the Issuer) on all Notes to be redeemed on that date.

Section 3.6 Notes Redeemed in Part. Upon surrender of a Note that is redeemed in part, the Issuer shall execute and, upon receipt of an Issuer Order, the Trustee shall authenticate and deliver to the Holder, without service charge, a new Note in an authorized denomination equal in principal amount to, and in exchange for, the unredeemed portion of the Note surrendered.

Section 3.7 Optional Redemption.

(a) At any time prior to February 16, 2027, the Issuer may on any one or more occasions redeem up to 40% of the aggregate principal amount of the Notes (including Notes issued after the Issue Date, if any) issued under this Indenture at a redemption price of 106.750% of the principal amount thereof, plus accrued and unpaid interest to, but not including, the redemption date, with the net cash proceeds of one or more Equity Offerings; *provided that*:

(1) at least 60% of the aggregate principal amount of the Notes (including Notes issued after the Issue Date, if any) issued under this Indenture remains outstanding immediately after the occurrence of such redemption (excluding the Notes held by the Issuer and its Subsidiaries); and

(2) the redemption occurs within 180 days of the date of the closing of such Equity Offering.

(b) On or after February 16, 2027, the Issuer may redeem all or a part of the Notes upon not less than 10 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest on the Notes redeemed, to, but not including, the applicable redemption date, if redeemed during the twelve-month period beginning on February 16 of the years indicated below:

Year	Percentage
2027	103.375%
2028	101.688%
2029 and thereafter	100.000%

(c) At any time prior to February 16, 2027, the Issuer may redeem the Notes, in whole or in part, upon not less than 10 nor more than 60 days' notice, at a redemption price equal to the principal amount of the Notes redeemed plus the Applicable Premium plus accrued and unpaid interest to, but not including, the date of redemption. The Issuer shall calculate the redemption price, including any Applicable Premium.

(d) At any time prior to February 16, 2027, the Issuer may, at its option and on one or more occasions, upon not less than 10 nor more than 60 days' notice, redeem up to 10% of the aggregate principal amount of the Notes issued under this Indenture (including any Additional Notes) during any twelve-month period at a redemption price equal to 103.000% of the aggregate principal amount of the Notes being redeemed, plus accrued and unpaid interest thereon to, but excluding, the date of redemption, subject to the right of Holders of Notes of record on the relevant record date to receive interest due on the relevant interest payment date falling prior to or on the Redemption Date.

(e) In connection with any optional redemption of the Notes, any such redemption may, at the Issuer's discretion, be subject to one or more conditions precedent. If a redemption is subject to satisfaction of one or more conditions precedent, the applicable redemption notice shall describe such condition, and if applicable, shall state that, in the Issuer's discretion, the Redemption Date may be delayed until such time as any or all such conditions

shall be satisfied, without the requirement of an additional notice period to the Holders, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date, or by the Redemption Date as so delayed.

(f) If any Note Guarantor or any successor to the Issuer becomes obligated to pay, on the next date on which any amount will be payable with respect to the Notes, any Additional Amounts as a result of (i) any amendment to, or change in, the laws, treaties (or rulings, protocols or regulations promulgated thereunder) of a Relevant Taxing Jurisdiction (as defined in Section 4.18), which amendment or change is publicly announced and becomes effective after February 9, 2024 (or, if the applicable Relevant Taxing Jurisdiction became a Relevant Taxing Jurisdiction on a date after February 9, 2024, after such later date) or (ii) any amendment to, or change in, an official written interpretation or application of such laws, treaties (or rulings, protocols or regulations promulgated thereunder) (including by virtue of a holding by a court of competent jurisdiction) which amendment or change is publicly announced and becomes effective after February 9, 2024 (or, if the applicable Relevant Taxing Jurisdiction became a Relevant Taxing Jurisdiction on a date after February 9, 2024, after such later date) (each of the foregoing clauses (i) and (ii), a “**Change in Tax Law**”) and the applicable Note Guarantor or successor to the Issuer cannot avoid any such payment obligation by taking reasonable measures available to it (including making payment through a paying agent located in another jurisdiction, *provided* that changing the jurisdiction of the applicable Note Guarantor (but only in the event none of the Issuer, successor to the Issuer or other Note Guarantors can make the relevant payment without triggering additional amounts) or successor to the Issuer is not a reasonable measure for purposes of this section), the Issuer may, at its option, at any time upon giving not less than 10 nor more than 60 days’ prior notice to the Holders, redeem the Notes then outstanding, in whole but not in part, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the redemption date and all Additional Amounts (if any) then due and that will become due on the redemption date as a result of the redemption or otherwise (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date and Additional Amounts (if any) in respect thereof); *provided, however*, that if such right to redeem is triggered by the obligation of a Note Guarantor or successor to the Issuer to pay Additional Amounts, such right to redeem will apply only if the payment giving rise to such obligation cannot be made by another Note Guarantor without the obligation to pay Additional Amounts. Notice of the Issuer’s intent to redeem the Notes shall not be given until the Issuer delivers to the Trustee an opinion of tax counsel to the effect that there has been such Change in Tax Law which would require the Note Guarantor or successor to the Issuer to pay Additional Amounts with respect to the Notes hereunder and an Officers’ Certificate to the effect that the applicable Note Guarantor or successor to the Issuer (but, only if the payment giving rise to such requirement cannot be made by another Note Guarantor without the obligation to pay Additional Amounts) cannot avoid its obligation to pay Additional Amounts by taking reasonable measures available to it. The Issuer will not give any such notice of intent to redeem the Notes earlier than 60 days prior to the earliest date on which the relevant Note Guarantor or successor to the Issuer would be obligated to make such payment or withholding (if a payment in respect of the Notes or the Note Guarantees were then due) and unless at the time such notice is given, the obligation to pay Additional Amounts remains in effect. The foregoing provisions shall apply *mutatis mutandis* to any successor Person to the applicable Note Guarantor, after such successor Person becomes a party to this Indenture, with respect to a Change in Tax Law that is publicly announced and becomes effective after such successor Person becomes a party to this Indenture.

(g) Any redemption pursuant to this Section 3.7 shall be made pursuant to the provisions of Sections 3.1 through 3.6 hereof.

(h) In connection with any redemption under this Section 3.7, the Issuer shall deliver to the Trustee an Officers’ Certificate and Opinion of Counsel to the effect that all conditions precedent in this Indenture to the redemption have been complied with.

Section 3.8 Purchase of Notes at Option of the Holder Upon Change of Control.

(a) If at any time that Notes remain outstanding there shall occur a Change of Control, the Notes shall be purchased by the Issuer at the option of the Holders, as of the Change of Control Purchase Date, at a purchase price equal to 101% of the principal amount of the Notes, together with accrued and unpaid interest, including interest on any unpaid overdue interest, if any, to, but excluding, the Change of Control Purchase Date (the “**Change**

of Control Purchase Price”), subject to satisfaction by or on behalf of any Holder of the requirements set forth in subsection (c) of this Section 3.8.

(b) Within 30 days after the occurrence of a Change of Control with respect to the Notes, the Issuer shall transmit a notice (an **“Issuer Notice”**) of the Change of Control to the Trustee and to each Holder of Notes (and to beneficial owners as required by applicable law) pursuant to which the Issuer shall make an offer (a **“Change of Control Offer”**) to each Holder to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of each Holder’s Notes at the Change of Control Purchase Price. The notice shall include the form of a Change of Control Purchase Notice to be completed by the Holder, shall describe the transaction or transactions that constitute the Change of Control and shall state:

- (i) that the Change of Control Offer is being made pursuant to this Section 3.8 and that all Notes tendered will be accepted for payment;
- (ii) the date by which the Change of Control Purchase Notice pursuant to this Section 3.8 must be given;
- (iii) the purchase date, which date shall be no earlier than 30 days and no later than 60 days after the date the Issuer Notice is delivered (the **“Change of Control Purchase Date”**);
- (iv) the Change of Control Purchase Price;
- (v) the Holder’s right to require the Issuer to purchase the Notes;
- (vi) the name and address of the Paying Agent;
- (vii) that, unless the Issuer defaults in making such payment, any Note accepted for payment pursuant to the Change of Control Offer will cease to accrue interest after the Change of Control Purchase Date;
- (viii) the procedures that the Holder must follow to exercise rights under this Section 3.8; and
- (ix) the procedures for withdrawing a Change of Control Purchase Notice, including a form of notice of withdrawal.

If any of the Notes is in the form of a Global Note, then the Issuer shall modify such notice to the extent necessary to accord with the procedures of the Depositary applicable to the repurchase of Global Notes.

(c) A Holder may exercise its rights specified in subsection (a) of this Section 3.8 upon delivery of a written notice (which shall be in substantially the form included in Exhibit A hereto, as applicable, and which may be delivered by letter, overnight courier, hand delivery, electronic transmission or in any other written form and, in the case of Global Notes, may be delivered electronically or by other means in accordance with the Depositary’s customary procedures) of the exercise of such rights (a **“Change of Control Purchase Notice”**) to any Paying Agent at any time prior to the close of business on the Business Day next preceding the Change of Control Purchase Date.

The delivery of such Note to any Paying Agent (together with all necessary endorsements) at the office of such Paying Agent shall be a condition to the receipt by the Holder of the Change of Control Purchase Price therefor.

The Issuer shall purchase from the Holder thereof, pursuant to this Section 3.8, a portion of a Note if the principal amount of such portion is \$2,000 or an integral multiple of \$1,000 in excess thereof. Provisions of this Indenture that apply to the purchase of all of a Note pursuant to Sections 3.8 through 3.13 also apply to the purchase of such portion of such Note.

Notwithstanding anything herein to the contrary, any Holder delivering to a Paying Agent the Change of Control Purchase Notice contemplated by this subsection (c) shall have the right to withdraw such Change of Control Purchase Notice in whole or in a portion thereof that is a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof at any time prior to the close of business on the Business Day next preceding the Change of Control Purchase Date by delivery of a written notice of withdrawal to the Paying Agent in accordance with Section 3.9 hereof.

A Paying Agent shall promptly notify the Issuer of the receipt by it of any Change of Control Purchase Notice or written withdrawal thereof.

Anything herein to the contrary notwithstanding, in the case of Global Notes, any Change of Control Purchase Notice may be delivered or withdrawn and such Notes may be surrendered or delivered for purchase in accordance with the Applicable Procedures as in effect from time to time.

(d) The Issuer will not be required to make a Change of Control Offer with respect to the Notes upon a Change of Control if (1) a third party makes the Change of Control Offer with respect to the Notes in the manner, at the times and otherwise in compliance with the requirements applicable to a Change of Control Offer made by the Issuer set forth in subsection (b) of this Section 3.8 and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer, (2) notice of redemption with respect to the Notes has been given pursuant to Sections 3.1 or 3.7 hereof, unless and until there is a default in payment of the applicable redemption price, or (3) after giving effect to such Change of Control, (i) no Default or Event of Default has occurred and is continuing, (ii) the Change of Control transaction has been approved by the Board of Directors of the Parent, and (iii) the Notes have received an Investment Grade Rating from at least two of the Rating Agencies. In addition, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of launching the Change of Control Offer.

(e) The Issuer will publicly announce the results of the Change of Control Offer on or as soon as reasonably practicable after the Change of Control Payment Date.

(f) The provisions under this Indenture relating to the Issuer's obligation to make an offer to repurchase the Notes as a result of a Change of Control (including any required notice period) may be waived or modified with the written consent of the Holders of a majority in principal amount of the Notes, including after the entry into of an agreement that would result in the need to make a Change of Control Offer.

(g) In the event that Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Issuer purchases all of the Notes validly tendered and not withdrawn by such Holders, within 60 days of such purchase, all of the Holders of the Notes will be deemed to have consented to such tender or other offer and accordingly, the Issuer will have the right, upon not less than 10 days' nor more than 60 days' prior notice, to redeem all of the Notes that remain outstanding following such purchase at a redemption price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest on the Notes to, but excluding, the date of redemption. Any redemption pursuant to this Section 3.8(g) shall be made pursuant to the provisions of Sections 3.1 through 3.6 hereof.

Section 3.9 Effect of Change of Control Purchase Notice. Upon receipt by any Paying Agent of the Change of Control Purchase Notice specified in Section 3.8(c) hereof, the Holder of the Note in respect of which such change of Control Purchase Notice was given shall (unless such Change of Control Purchase Notice is withdrawn as specified below) thereafter be entitled to receive the Change of Control Purchase Price with respect to such Note. Such Change of Control Purchase Price shall be paid to such Holder promptly following the later of (a) the Change of Control Purchase Date with respect to such Note (*provided* the conditions in Section 3.8(c) hereof have been satisfied) and (b) the time of delivery of such Note to a Paying Agent by the Holder thereof in the manner required by Section 3.8(c) hereof.

A Change of Control Purchase Notice may be withdrawn by means of a written notice (which may be delivered by mail, overnight courier, hand delivery, electronic transmission or in any other written form and, in the case of Global Notes, may be delivered electronically or by other means in accordance with the Depository's customary procedures) of withdrawal delivered by the Holder to a Paying Agent at any time prior to the close of

business on the Business Day immediately preceding the Change of Control Purchase Date, specifying the principal amount of the Note or portion thereof (which must be a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof) with respect to which such notice of withdrawal is being submitted.

Section 3.10 **Deposit of Change of Control Purchase Price.** Prior to 11:00 a.m., New York City time on the Change of Control Purchase Date, the Issuer shall deposit with the Trustee or with a Paying Agent (other than the Issuer or an Affiliate of the Issuer) an amount of money (in immediately available funds if deposited on such Change of Control Purchase Date) sufficient to pay the aggregate Change of Control Purchase Price of all the Notes or portions thereof that are to be purchased as of such Change of Control Purchase Date. The manner in which the deposit required by this Section 3.10 is made by the Issuer shall be at the option of the Issuer, *provided* that such deposit shall be made in a manner such that the Trustee or a Paying Agent shall have immediately available funds on the Change of Control Purchase Date.

If a Paying Agent holds, in accordance with the terms hereof, money sufficient to pay the Change of Control Purchase Price of any Note for which a Change of Control Purchase Notice has been tendered and not withdrawn in accordance with this Indenture then, on the Change of Control Purchase Date, interest will cease to accrue on such Notes or any portion of such Notes as to which a Change of Control Purchase Notice has been tendered and not withdrawn in accordance with this Indenture and all other rights of the Holder of such Notes will terminate other than the right to receive the Change of Control Purchase Price, without interest from the Change of Control Purchase Date, on surrender of such Notes.

Section 3.11 **Definitive Notes Purchased in Part.** Any Definitive Note that is to be purchased only in part shall be surrendered at the office of a Paying Agent, and promptly after the Change of Control Purchase Date the Issuer shall execute and, upon receipt of an Issuer Order, the Trustee shall authenticate and deliver to the Holder of such Note, without service charge, a new Definitive Note or Notes, of such authorized denomination or denominations as may be requested by such Holder, in aggregate principal amount equal to, and in exchange for, the portion of the principal amount of the Note so surrendered that is not purchased.

Section 3.12 **Compliance with Securities Laws upon Purchase of Notes.** In connection with any offer to purchase or purchase of Notes under Section 3.8 hereof, the Issuer shall (a) comply with Rule 14e-1 (or any successor to such Rule), if applicable, under the Exchange Act, and (b) otherwise comply with all United States federal and state securities laws in connection with such offer to purchase or purchase of Notes, all so as to permit the rights of the Holders and obligations of the Issuer under Sections 3.8 through 3.11 hereof to be exercised in the time and in the manner specified therein. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of this Article 3, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Article 3 by virtue of such conflict.

Section 3.13 **Repayment to the Issuer.** To the extent that the aggregate amount of cash deposited by the Issuer pursuant to Section 3.10 with respect to any Notes hereof exceeds the aggregate Change of Control Purchase Price (including interest thereon) of the Notes or portions thereof that the Issuer is obligated to purchase, then promptly after the Change of Control Purchase Date, and upon written request, the Trustee or a Paying Agent, as the case may be, shall return any such excess cash to the Issuer.

Section 3.14 **Offer to Purchase by Application of Excess Proceeds.** In the event that, pursuant to Section 4.13 hereof, the Issuer is required to commence an offer to all Holders to purchase Notes ("**Asset Sale Offer**"), it shall follow the procedures specified below.

The Asset Sale Offer shall be made to all Holders of Notes and all holders of other Pari Passu Indebtedness containing provisions similar to those set forth in this Indenture with respect to offers to purchase or redeem with the proceeds of sales of assets. The Asset Sale Offer shall remain open for a period of at least 20 Business Days following its commencement and not more than 30 Business Days, except to the extent that a longer period is required by applicable law (the "**Offer Period**"). No later than three Business Days after the termination of the Offer Period (the "**Purchase Date**"), the Issuer shall apply a portion of the Excess Proceeds as calculated pursuant to Section 4.13 hereof (the "**Offer Amount**") to the purchase of Notes and such other Pari Passu Indebtedness (on a pro rata basis, if applicable) or, if less than the Offer Amount has been tendered, all of such Notes and other Pari

Passu Indebtedness tendered in response to the Asset Sale Offer. Payment for any Notes so purchased shall be made in the same manner as interest payments are made.

Upon the commencement of an Asset Sale Offer, the Issuer shall send, by first-class mail, a notice to the Trustee and each of the applicable Holders. The notice will contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Asset Sale Offer. The notice, which will govern the terms of the Asset Sale Offer, will state:

- (1) that the Asset Sale Offer is being made pursuant to this Section 3.14 and Section 4.13 hereof and the length of time the Asset Sale Offer will remain open;
- (2) the Offer Amount, the purchase price and the Purchase Date;
- (3) that with respect to any Notes, any Note not tendered or accepted for payment will continue to accrue interest;
- (4) that, unless the Issuer defaults in making such payment, any Note accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest after the Purchase Date;
- (5) that, with respect to any Notes, Holders electing to have a Note purchased pursuant to an Asset Sale Offer may elect to have such Notes purchased in a principal amount of \$2,000 (or in integral multiples of \$1,000 in excess thereof) only;
- (6) that Holders electing to have a Note purchased pursuant to any Asset Sale Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, or transfer by book-entry transfer, to the Issuer, the Depositary, if appointed by the Issuer, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;
- (7) that Holders shall be entitled to withdraw their election if the Issuer or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, an electronic transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;
- (8) that, if the aggregate principal amount of any Notes and other Pari Passu Indebtedness surrendered in connection with the Asset Sale Offer exceeds the Offer Amount, the Issuer shall select Notes and other Pari Passu Indebtedness to be purchased on a pro rata basis based on the principal amount of Notes and such other Pari Passu Indebtedness surrendered (with such adjustments as may be deemed appropriate by the Issuer so that only such Notes in denominations of \$2,000 (or integral multiples of \$1,000 in excess thereof), will be purchased); and
- (9) that Holders of any Notes whose Notes were purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of such Notes surrendered (or transferred by book-entry transfer).

On or before the Purchase Date, the Issuer shall, to the extent lawful, accept for payment, on a pro rata basis to the extent necessary, the Offer Amount of the applicable Notes or portions thereof tendered pursuant to the Asset Sale Offer, or if less than the Offer Amount has been tendered, all such Notes tendered, and shall deliver to the Trustee an Officers' Certificate stating that such Notes or portions thereof were accepted for payment by the Issuer in accordance with the terms of this Section 3.14. The Issuer, the Depositary or the Paying Agent, as the case may be, shall promptly (but in any case not later than five days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of Notes tendered by such Holder and accepted by the Issuer for purchase, and the Issuer shall promptly issue a new Note, and the Trustee, upon written request from the Issuer, shall authenticate and mail or deliver such new Note to such Holder, in a principal amount equal to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Issuer to

the Holder thereof. The Issuer shall publicly announce the results of the Asset Sale Offer on or as soon as practicable after the Purchase Date.

Other than as specifically provided in this Section 3.14, any purchase pursuant to this Section 3.14 shall be made pursuant to the provisions of Sections 3.1 through 3.6 hereof.

ARTICLE 4

COVENANTS

Section 4.1 Payment of Notes. The Issuer shall promptly make all payments in respect of the Notes on the dates and in the manner provided in the Notes and this Indenture. An installment of principal or interest shall be considered paid on the date it is due if the Paying Agent (other than the Issuer) holds by 11:00 a.m., New York City time, on that date money, deposited by the Issuer or an Affiliate thereof, sufficient to pay the installment. Except in the case of a redemption, a Change of Control Offer or an Asset Sale Offer, accrued and unpaid interest on any Note that is payable, and is punctually paid or duly provided for, on any interest payment date shall be paid to the Person in whose name that Note is registered at the close of business on the record date for such interest at the office or agency of the Issuer maintained for such purpose. The Issuer shall (in immediately available funds), to the fullest extent permitted by law, pay interest on overdue principal (including premium, if any) and overdue installments of interest from the original due date to the date paid, at the rate applicable to the Note, which interest shall be payable on demand.

The Issuer will make payments in respect of the Notes represented by the Global Notes (including principal, premium, if any, and interest) by wire transfer of immediately available funds to the accounts specified by the Holder of the Global Note. The Issuer will make all payments of principal, interest and premium, if any, with respect to Definitive Notes by wire transfer of immediately available funds to the accounts specified by the Holders of the Definitive Notes, in the case of a Holder holding an aggregate principal amount of Notes of \$1,000,000 or more, or, if no such account is specified or in the case of a Holder holding an aggregate principal amount of Notes of less than \$1,000,000, by mailing a check to each such Holder's registered address. All payments shall be made in immediately available funds in U.S. dollars. Payments to any Holder holding an aggregate principal amount of Notes in excess of \$1,000,000 shall be made by wire transfer in immediately available funds to an account maintained by such Holder in the United States, if such Holder has provided wire transfer instructions to the Issuer at least 10 Business Days prior to the payment date. Any wire transfer instructions received by the Trustee will remain in effect until revoked by the Holder.

Section 4.2 Maintenance of Office or Agency.

(a) The Issuer shall maintain in the United States of America, an office or agency (which may be the Corporate Trust Office of the Trustee or an affiliate of the Trustee, Registrar or co registrar) where Notes may be surrendered for payment, registration of transfer or for exchange and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

(b) The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided, however*, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency in the United States of America, for such purposes. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

(c) The Issuer hereby designates the Corporate Trust Office of the Trustee set forth in Section 2.3 hereof as one such office or agency of the Issuer.

(a) Whether or not required by the SEC's rules and regulations, so long as any Notes are outstanding, the Parent shall furnish (to the extent not publicly available on the SEC's EDGAR system (or any successor system)) to the Holders of Notes by posting on the Parent's website (in a format that is accessible to Holders of Notes as well as prospective Holders of Notes), within the time periods specified below:

(i) within 105 days after the end of each fiscal year of the Parent ending thereafter, a consolidated statement of financial position of the Parent and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income (or loss) or operations and cash flows for such fiscal year, together with related notes thereto, in comparative form the figures for the previous fiscal year, in reasonable detail and all prepared in accordance with IFRS in all material respects, audited and accompanied by a report and opinion of an independent certified public accounting firm of nationally recognized standing;

(ii) within 60 days after the end of each quarter of each fiscal year of the Parent (other than any fiscal quarter ended on the last day of a fiscal year), a consolidated statement of financial position of the Parent and its Subsidiaries as at the end of such fiscal period, and the related (a) consolidated statement of income for the first two fiscal quarters and the current fiscal period and (b) consolidated statement of cash flows for the period then ended, and setting forth, commencing with such financial statements delivered for the first fiscal period following the first full fiscal year of the Parent following the Issue Date, in each case of the preceding clauses (a) and (b), in comparative form the figures for the corresponding fiscal period of the previous fiscal year; and

(iii) concurrently with the delivery of the financial statements set forth in clauses (i) and (ii) above, a narrative report prepared by management of the Parent describing the results of operations in a form customarily prepared by management of the Parent (provided that such narrative report need not comply with disclosure requirements under Regulation S-K);

provided, however, that such reports required pursuant to clauses (i) and (ii) above (a) shall not be required to comply with Section 302, Section 404 or Section 906 of the Sarbanes-Oxley Act of 2002, as amended, or related Items 307 and 308 of Regulation S-K, or Item 10(e) of Regulation S-K (with respect to any non-IFRS financial measures contained therein), (b) shall not be required to include any exhibits that would have been required to be filed pursuant to Item 601 of Regulation S-K, except for agreements evidencing material Indebtedness (excluding any schedules thereto), (c) shall not be required to include any trade secrets or other confidential information that is competitively sensitive in the good faith and reasonable determination of the Issuer and (d) solely if and to the extent that the applicable deadline required by the SEC or NYSE for delivery of the Parent's Form 6-K and/or 20-F (as applicable) for any period are later than the applicable deadlines for delivery set forth in clauses (i) and (ii) (as in effect immediately prior such time) for such period, such deadlines set forth in clauses (i) and (ii) shall automatically be deemed to be replaced with such later deadlines as required by the SEC or NYSE (without any further action or consent of any party to this Indenture).

(b) The requirement to furnish any of the reports required pursuant to clauses (i) and (ii) may be satisfied by the posting of such reports within the time periods specified above on a password protected online data system requiring user identification and a confidentiality acknowledgement (the "**Secured System**"). If the Parent uses the Secured System to satisfy such requirements, it shall make readily and promptly available any password or other login information relating to the Secured System to Holders, prospective investors, security analysts who have certified to the Parent that they are reputable security analysts employed by a reputable financial institution who regularly cover or intend to cover the Parent and the Notes (each, a "**Security Analyst**") and market makers who have certified to the Parent that they are reputable market makers who regularly make or intend to make a market in the Notes (each, a "**Market Maker**"), and shall make readily and promptly available on an "Investor Relations" page on its external website contact information for being provided access to the Secured System to any Holders, prospective investors, Security Analysts or Market Makers and promptly comply with any such requests for access to the Secured System to the extent provided for herein.

(c) The Parent shall furnish to Holders and prospective investors, upon their request, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(d) Notwithstanding the foregoing, the Parent will be deemed to have satisfied the requirements of this Section 4.3 if it or any Parent Entity files with the SEC the reports, documents and information pursuant to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act, in each case within the applicable time periods specified by the applicable rules and regulations of the SEC and NYSE (including any applicable grace periods); *provided*, that in the case of any such Parent Entity, either (i) such Parent Entity (or any other Parent Entity that is a subsidiary of such Parent Entity) has no material third party Indebtedness and/or material operations (as determined by the Parent in good faith and other than any Indebtedness or operations that are attributable solely to such Parent Entity's ownership of the Parent and its subsidiaries) or (ii) if there are material differences between the financial statements of such Parent Entity and its consolidated subsidiaries, on the one hand, and the Parent and its consolidated subsidiaries, on the other hand, such financial statements or the Form 20-F or Form 6-K, as applicable, shall be accompanied by consolidating information (which need not be audited) that summarizes in reasonable detail the differences between the information relating to such Parent Entity, on the one hand, and the information relating to the Parent and its consolidated subsidiaries on a standalone basis, on the other hand.

(e) Notwithstanding anything herein to the contrary, failure by the Parent to comply with any of its obligations under this Section 4.3 for purposes of Section 6.1(d) will not constitute an Event of Default thereunder until 120 days after the receipt of the written notice delivered thereunder. To the extent any information is not provided within the time periods specified in this Section 4.3 and such information is subsequently provided, the Parent will be deemed to have satisfied its obligations with respect thereto at such time and any Default with respect thereto shall be deemed to have been cured.

(f) In the event of the delivery of any such reports, information and documents to the Trustee, the Trustee's receipt of such shall not constitute actual or constructive notice or knowledge of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

Section 4.4 Compliance Certificates. The Issuer shall deliver to the Trustee, within 120 days after the end of each fiscal year of the Issuer (beginning with the fiscal year ending December 31, 2023), an Officers' Certificate as to the signer's knowledge of the Issuer's compliance with all conditions and covenants on their part contained in this Indenture and stating whether or not the signer knows of any Default or Event of Default. If such signer knows of such a Default or Event of Default, the Officers' Certificate shall describe the Default or Event of Default and the efforts to remedy the same. For the purposes of this Section 4.4, compliance shall be determined without regard to any grace period or requirement of notice provided pursuant to the terms of this Indenture.

Section 4.5 Further Instruments and Acts. Upon request of the Trustee, the Issuer will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Indenture.

Section 4.6 Maintenance of Corporate Existence. Subject to Article 5 hereof, the Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and the corporate existence of each Restricted Subsidiary; *provided, however*, that the Issuer shall not be required to preserve the corporate existence of any Restricted Subsidiary if (a) the Board of Directors or management of the Issuer shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Issuer and the Restricted Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Holders of the Notes, (b) if a Subsidiary is to be dissolved or merged or consolidated in compliance with this Indenture or (c) such Subsidiary has no assets.

Section 4.7 Changes in Covenants and Collateral When Notes Rated Investment Grade. In the event of the occurrence of a Fall Away Event (and notwithstanding the failure of the Issuer subsequently to maintain an Investment Grade Rating), the provisions of Sections 4.8, 4.9, 4.11, 4.12, 4.13 and clause (iv) of Section 5.1(a) hereof shall no longer be applicable to the Notes.

Section 4.8 Restricted Payments.

(a) The Parent shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of the Parent's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Parent or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Parent's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than (x) dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Parent or (y) to the Parent or a Restricted Subsidiary of the Parent or (z) dividends or other payments or distributions by a Restricted Subsidiary on a pro rata basis to the holders of such class of Equity Interests (or more favorable to the Parent or applicable Restricted Subsidiary that is the parent thereof));

(ii) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Parent) any Equity Interests of the Parent;

(iii) purchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Indebtedness of the Issuer or any Note Guarantor with an outstanding principal amount equal or greater to the greater (a) \$110.0 million and (b) 20% of LTM Consolidated Adjusted EBITDA that is contractually subordinated in right of payment to the Notes or a Note Guarantee, except (i) from the Parent or a Restricted Subsidiary of the Parent or (ii) the purchase, redemption, defeasance or other acquisition or retirement of any such Indebtedness made in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such purchase, redemption, defeasance or other acquisition or retirement; or

(iv) make any Restricted Investment;

(all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "**Restricted Payments**"), unless, at the time of and after giving effect to such Restricted Payment:

(1) in the case of any Restricted Payment of the types described in this Section 4.8(a)(i), (ii) or (iii) above, no Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(2) the Issuer would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to Section 4.9(a) hereof; and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Parent and its Restricted Subsidiaries after the Issue Date (including Restricted Payments permitted by Section 4.8(b)(xxiv) (without duplication), but excluding all other Restricted Payments permitted by Section 4.8(b)), is less than the sum, without duplication, of:

(A) the greater of \$220.0 million and 40.0% of LTM Consolidated Adjusted EBITDA; *plus*

(B) an amount (which amount shall not be less than zero) equal to 50.0% of Consolidated Net Income of the Parent for the cumulative period from January 1, 2024 to and including the last day of the most recently ended fiscal quarter of the Parent prior to such date for which consolidated financial statements required pursuant to Section 4.3 have been delivered or, at the Parent's election, are internally available (treated as one accounting period); *plus*

(C) 100% of the aggregate amount of any capital contributions to the Parent or any Restricted Subsidiary received as cash equity and the cash proceeds of any issuance or sale of Capital Stock of the Parent (other than, in each case, any amounts (w) relied on to incur Indebtedness pursuant to clause (xxi) of Section 4.9(b), (x) constituting an Available Excluded Contribution Amount or proceeds of an issuance of Disqualified Stock, (y) received from the Parent or any Restricted Subsidiary or (z) consisting of the proceeds of any loan or advance made pursuant to clause (7)(ii) of the definition of “**Permitted Investments**”), plus the fair market value, as determined by the Parent in good faith, of Cash Equivalents, marketable securities or other property received by the Parent or any Restricted Subsidiary as a capital contribution or received by the Parent or in return for any issuance or sale of Capital Stock of the Parent (other than, in each case, any amounts (w) relied on to incur Indebtedness pursuant to clause (xxi) of Section 4.9(b), (x) constituting an Available Excluded Contribution Amount or proceeds of any issuance of Disqualified Stock or (y) received from the Parent or any Restricted Subsidiary), in each case, during the period from and including the Issue Date through and including such time; *plus*

(D) 100% of the aggregate principal amount of any Indebtedness or Disqualified Stock, in each case, of the Parent or any Restricted Subsidiary issued after the Issue Date (other than Indebtedness or such Disqualified Stock issued to the Parent or any Restricted Subsidiary), which has been converted into or exchanged for Capital Stock of the Parent or any Restricted Subsidiary that does not constitute Disqualified Stock, together with the fair market value of any cash or Cash Equivalents (as determined by the Parent in good faith) and the fair market value (as determined by the Parent in good faith) of any property or assets received by the Parent or such Restricted Subsidiary upon such exchange or conversion, in each case, during the period from and including the Issue Date through and including such time; *plus*

(E) 100% of the aggregate net proceeds received by the Parent or any Restricted Subsidiary during the period from and including the Issue Date through and including such time in connection with the disposition to any Person (other than the Parent or any Restricted Subsidiary) of any Investment made pursuant to this paragraph; *plus*

(F) to the extent not already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment, the proceeds received by the Parent or any Restricted Subsidiary during the period from and including the Issue Date through and including such time in connection with cash returns, cash profits, cash distributions and similar cash amounts, including cash principal repayments of loans and interest payments on loans, in each case received in respect of any Investment made on or after the Issue Date pursuant to this paragraph or, without duplication, otherwise received by the Parent or any Restricted Subsidiary from an Unrestricted Subsidiary (including any proceeds received on account of any issuance of Capital Stock by any Unrestricted Subsidiary (other than solely on account of the issuance of Capital Stock to the Parent or any Restricted Subsidiary)); *plus*

(G) an amount equal to the sum of (1) the amount of any Investments by the Parent or any Restricted Subsidiary pursuant to this paragraph in any Unrestricted Subsidiary or any Joint Venture that is not a Restricted Subsidiary that has been merged, consolidated or amalgamated with or into, or is liquidated, wound up or dissolved into, the Parent or any Restricted Subsidiary and (2) to the extent that the Parent’s or a Restricted Subsidiary’s Investments in any Unrestricted Subsidiary or any Joint Venture have been made pursuant to this paragraph, the fair market value (as determined by the Parent in good faith) of the property or assets of any Unrestricted Subsidiary or any Joint Venture that is not a Restricted Subsidiary that have been transferred, conveyed or otherwise distributed to the Parent or any Restricted Subsidiary, in each case, during the period from and including the Issue Date through and including such time; *plus*

(H) the amount of any Declined Asset Sale Proceeds.

(b) The preceding provisions shall not prohibit:

(i) the repurchase, redemption, retirement or other acquisition or retirement for value of Capital Stock held by any Permitted Payee:

(A) with Cash and Cash Equivalents, in an aggregate amount not to exceed (x) the greater of \$30.0 million and 5.0% of LTM Consolidated Adjusted EBITDA in any fiscal year, which, if not used in any fiscal year, may be carried forward to the immediately succeeding fiscal year (and deemed first applied in such subsequent fiscal year);

(B) with the proceeds of any sale or issuance of, or of any capital contribution in respect of, the Capital Stock of the Parent (other than amounts constituting an Available Excluded Contribution Amount or amounts increasing the amount available for Restricted Payments pursuant to clause (3) of the immediately preceding paragraph);

(C) with the net proceeds of any key-man life insurance policies; or

(D) with the amount of any Cash bonuses otherwise payable to any Permitted Payee that are foregone in exchange for the receipt of Capital Stock of the Parent pursuant to any compensation arrangement, including any deferred compensation plan;

(ii) (A) payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Parent, or in connection with dividends, share splits, reverse share splits (or any combination thereof) and mergers, consolidations, amalgamations or other business combinations, and acquisitions and other Investments not prohibited by this Indenture, (B) honoring any conversion request by a holder of convertible Indebtedness, make any cash payments in lieu of fractional shares in connection with any conversion and make payments on convertible Indebtedness in accordance with its terms and (C) Restricted Payments consisting of (x) payments made or expected to be made in respect of withholding or similar Taxes payable by any Permitted Payee and/or (y) repurchases of Capital Stock in consideration of the payments described in subclause (x) of this Section 4.8(b)(ii)(C), including demand repurchases in connection with the exercise of stock options and the issuance of restricted stock units or similar stock based awards;

(iii) the repurchase, redemption, acquisition or retirement of Capital Stock upon (or making provisions for withholdings in connection with), the exercise or vesting of warrants, options or other securities convertible into or exchangeable for Capital Stock if such Capital Stock represents all or a portion of the exercise price of, or tax withholdings or similar taxes with respect to, such warrants, options or other securities convertible into or exchangeable for Capital Stock as part of a “cashless” exercise;

(iv) Restricted Payments with respect to any Capital Stock in an amount not to exceed an amount equal to 6.0% per annum of the Net Proceeds received by or contributed to the Parent from (x) the Amer Sports IPO or (y) any follow-on public offering after the Issue Date;

(v) Restricted Payments to (A) redeem, repurchase, defease, discharge, retire or otherwise acquire any Capital Stock (“Treasury Capital Stock”) of the Parent in exchange for, or out of the proceeds of the substantially concurrent sale (other than to the Parent and/or any Restricted Subsidiary) of, Qualified Capital Stock of the Parent or any contribution to the equity of the Parent (“**Refunding Capital Stock**”) and (B) declare and pay dividends on any Treasury Capital Stock out of the proceeds of the substantially concurrent sale or issuance (other than to the Parent or a Restricted Subsidiary) of any Refunding Capital Stock and (C) if, immediately prior to the retirement of Treasury Capital Stock, the declaration and payment of dividends thereon by the Parent was permitted under the preceding subclause (A) or (B), the declaration and payment of dividends on the Refunding Capital Stock in an aggregate amount no greater than the aggregate amount of dividends on such Treasury Capital Stock that was permitted under the preceding clause (A) or (B) (other than in connection with the issuance of such Refunding Capital Stock) immediately prior to such redemption, repurchase, defeasance, discharge, retirement or other acquisition;

- (vi) to the extent constituting a Restricted Payment, any transaction permitted by the definition of “Asset Sale” (other than clause (5) of the second paragraph of the definition of “Asset Sale”) and under Section 4.12 (other than Section 4.12(b)(iv));
- (vii) so long as no Event of Default exists or results therefrom, additional Restricted Payments in an aggregate amount not to exceed the greater of \$165.0 million and 30.0% of LTM Consolidated Adjusted EBITDA;
- (viii) any dividend or other distribution or consummate any redemption within 60 days after the date of the declaration thereof or the provision of a redemption notice with respect thereto, as the case may be, if at the date of such declaration or notice, the dividend, distribution or redemption contemplated by such declaration or redemption notice would have complied with this Section 4.8 (it being understood that the amount of any such dividend shall be included in the aggregate amount of Restricted Payments determined in Section 4.8(a)(iii) only once and not as separate Restricted Payments made at both declaration and payment);
- (ix) so long as no Event of Default exists or results therefrom, additional Restricted Payments so long as the Total Leverage Ratio would not exceed 3.50 to 1.00, calculated on a Pro Forma Basis or, in the case of Restricted Payments under clause (3) above, 3.75 to 1.00, calculated on a Pro Forma Basis;
- (x) additional Restricted Payments constituting any part of a Permitted Reorganization;
- (xi) a distribution, by dividend or otherwise, of the Capital Stock of, or debt owed to any Note Guarantor or any Restricted Subsidiary by, any Unrestricted Subsidiary;
- (xii) payments and distributions to satisfy dissenters’ rights (including in connection with, or as a result of, the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential)), pursuant to or in connection with any acquisition, merger, consolidation, amalgamation, disposition or other transaction not prohibited by this Indenture;
- (xiii) payments made for the benefit of the Parent or any Restricted Subsidiary to the extent such payments could have been made by the Parent or any Restricted Subsidiary because such payments (A) would not otherwise be Restricted Payments and (B) would not be prohibited by Section 4.12;
- (xiv) any payments or deliveries in connection with (A) a Permitted Bond Hedge Transaction or (B) Permitted Warrant Transaction or Packaged Rights (1) by delivery of shares of the Parent’s Qualified Capital Stock or (2) otherwise, to the extent of a payment or delivery received from a Permitted Bond Hedge Transaction (whether such payment or delivery on the Permitted Warrant Transaction is effected by netting, set-off or otherwise);
- (xv) Restricted Payments in respect of required withholding or similar non-U.S. Taxes with respect to any Permitted Payee and any repurchases of Capital Stock in consideration of such payments, including deemed repurchases in connection with the exercise of stock options or the issuance of restricted stock units or similar stock based awards;
- (xvi) any refinancing, purchase, defeasance, redemption, repurchase, repayment or other acquisition or retirement of any subordinated Indebtedness made by exchange for, or out of the proceeds of, Refinancing Indebtedness not prohibited by Section 4.9;
- (xvii) payments as part of, or to enable another Person to make, an “applicable high yield discount obligation” catch-up payment;
- (xviii) Restricted Payments to purchase, redeem, defease or otherwise acquire or retire for value subordinated Indebtedness in an amount not to exceed the greater of \$165.0 million and 30.0% of LTM Consolidated Adjusted EBITDA;

(xix) (x) Restricted Payments in exchange for, or with proceeds of any issuance of, Qualified Capital Stock of the Parent and/or any capital contribution in respect of Qualified Capital Stock of the Parent or any Restricted Subsidiary, (y) Restricted Payments as a result of the conversion of all or any portion of any subordinated Indebtedness into Qualified Capital Stock of the Parent and (z) to the extent constituting a Restricted Payment, payment-in-kind interest with respect to any subordinated Indebtedness that is not prohibited to be incurred by Section 4.9;

(xx) (x) with respect to any taxable period for which the Parent and/or any of its Restricted Subsidiaries are members of a consolidated, combined, affiliated, unitary or similar tax group for U.S. federal and/or applicable state, local or non-U.S. tax purposes of which a direct or indirect parent of the Parent is the common parent, or for which the Parent is a disregarded entity for U.S. federal income tax purposes that is wholly-owned (directly or indirectly) by a C corporation for U.S. federal and/or applicable state, local or foreign tax purposes, Restricted Payments to any direct or indirect parent of the Parent in an amount not to exceed the amount of any U.S. federal, state, local and/or non-U.S. income taxes that the Parent and/or its Restricted Subsidiaries that are members of such income tax group, as applicable, would have paid for such taxable period had the Parent and/or its Restricted Subsidiaries, as applicable, been a stand-alone corporate taxpayer or a stand-alone corporate group less any amounts paid directly by the Parent and such Restricted Subsidiaries with respect to such taxes; and (y) Restricted Payments where the proceeds of which are used by any Parent Entity to pay (1) its general overhead and compliance costs and expenses (including corporate overhead and similar costs and expenses (including administrative, legal, audit, accounting, tax and other reporting and similar costs and expenses)) that are reasonable and customary and incurred in the ordinary course of business, (2) any reasonable and customary indemnification claims made by any future, current or former officer, director, manager, member, member of management, employee, consultant or independent contractors of the Parent or any Parent Entity, in their capacities as such, attributable to the ownership or operations of any Parent Entity, the Parent and its Restricted Subsidiaries, (3) fees, expenses and other amounts (A) due and payable by the Parent or its Restricted Subsidiaries and (B) otherwise permitted to be paid by the Parent and its Restricted Subsidiaries under this Indenture, (4) its costs, expenses and liabilities in connection with any litigation or arbitration attributable to the ownership or operations of the Parent and its Restricted Subsidiaries and (5) payments that would otherwise be permitted to be paid directly by the Parent or its Restricted Subsidiaries pursuant to Section 4.12;

(xxi) [reserved];

(xxii) the making of additional Restricted Payments in an amount not to exceed the portion, if any, of the Available Excluded Contribution Amount on such date that the Parent elects to apply to this clause (xxii) (plus, without duplication of amounts referred to in this clause (xxii), in an amount equal to the Net Proceeds from a disposition of property or assets acquired after the Issue Date, if the acquisition of such property or assets was financed with the Available Excluded Contribution Amount up to the amount of such Available Excluded Contribution Amount);

(xxiii) so long as no Default or Event of Default has occurred and is continuing, the declaration and payment of dividends to holders of any class or series of Disqualified Stock of the Parent or its Restricted Subsidiaries issued in accordance with Section 4.9; and

(xxiv) the repurchase, redemption or other acquisition or retirement for value of any subordinated Indebtedness or Disqualified Stock pursuant to provisions similar to those described under Section 3.8 and Section 4.13; *provided* that, prior thereto, all Notes tendered by Holders in connection with a Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value.

The amount of any Restricted Payment (other than Cash) shall be the Fair Market Value, as determined in good faith by the Parent of the assets or securities proposed to be transferred or issued by the Parent pursuant to such Restricted Payment. For the avoidance of doubt, any payment on account of any Indebtedness convertible into or exchangeable for Capital Stock shall be deemed not to be a Restricted Payment. For purposes of determining compliance with this Section 4.8, in the event that a

Restricted Payment meets the criteria of more than one of the categories described in clauses (i) through (xxiv) of this Section 4.8(b), including Section 4.8(a) or the definition of “Permitted Investments,” the Issuer will be permitted to classify such Restricted Payment and later reclassify all or a portion of such Restricted Payment in any manner that complies with this Section 4.8. In addition, a Restricted Payment need not be permitted solely by reference to one provision permitting such Restricted Payment but may be permitted in part by one such provision and in part by one or more other provisions of this Section 4.8 permitting such Restricted Payment.

Section 4.9 Incurrence of Indebtedness and Issuance of Disqualified Stock or Preferred Stock.

(a) The Parent shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise (collectively, “incur”), any Indebtedness or issue any Disqualified Stock, and the Parent will not permit any of its Non-Guarantor Subsidiaries to issue any Preferred Stock; *provided, however,* that the Parent or any Restricted Subsidiary may incur Indebtedness or issue Disqualified Stock and any Non-Guarantor Subsidiary may issue Preferred Stock if either: (i) the Total Leverage Ratio does not exceed 4.25 to 1.00 or (ii) the Interest Coverage Ratio is not less than 2.00 to 1.00, in each case on a Pro Forma Basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or Preferred Stock had been issued, as the case may be, at the beginning of such four-quarter period; *provided* that the aggregate principal amount of Indebtedness incurred by Non-Guarantor Subsidiaries pursuant to this Section 4.9(a) and Section 4.9(b)(xxv)(B) at any time outstanding shall not exceed the greater of \$270.0 million and 50.0% of LTM Consolidated Adjusted EBITDA.

(b) Section 4.9(a) shall not prohibit the incurrence of any of the following items of Indebtedness and issuance of the following items of Disqualified Stock and Preferred Stock (collectively, “**Permitted Debt**”):

(i) Indebtedness of the Parent and its Restricted Subsidiaries incurred under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (i) not to exceed the sum of (a)(I) \$1.5 billion plus (II) EUR 700 million, plus (b) the greater of (x) \$540.0 million and (y) 100.0% of LTM Consolidated Adjusted EBITDA;

(ii) Indebtedness of the Parent or any Restricted Subsidiary existing, or pursuant to commitments existing (or anticipated), on the Issue Date (other than Indebtedness deemed incurred in clause (i));

(iii) Indebtedness of the Issuer and the Note Guarantors represented by the Notes to be issued on the Issue Date and the Note Guarantees (including any future Note Guarantees);

(iv) Indebtedness of any Joint Venture or Indebtedness of the Parent or any Restricted Subsidiary incurred on behalf of any Joint Venture or any Note Guarantees by the Parent or any Restricted Subsidiary of Indebtedness of any Joint Venture in an aggregate outstanding principal amount (together with any Refinancing Indebtedness outstanding pursuant to clause (xvi) in respect thereof) for all such Indebtedness not to exceed at any time the greater of \$135.0 million and 25.0% of LTM Consolidated Adjusted EBITDA;

(v) Indebtedness arising from any agreement providing for indemnification, adjustment of purchase price or similar obligations (including contingent earn-out or similar obligations), or payment obligations in respect of any non-compete, consulting or similar arrangements, in each case incurred in connection with any disposition not prohibited by this Indenture, any acquisition or other Investment not prohibited by this Indenture or consummated prior to the Issue Date or any other purchase of assets or Capital Stock, and Indebtedness arising from guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance of the Parent or any such Restricted Subsidiary pursuant to any such agreement;

(vi) Indebtedness of the Parent or any Restricted Subsidiary (A) pursuant to tenders, statutory obligations (including health, safety and environmental obligations), bids, leases, governmental contracts, trade contracts, surety, indemnity, stay, customs, judgment, appeal, performance, completion and/or return of money bonds or guaranties or other similar obligations incurred in the ordinary course of business (which shall be deemed to include any judgments, awards, attachments and/or decrees and notices of lis pendens and associated rights relating to litigation being contested in good faith and not constituting an Event of Default under Section 6.1(f)) and (B) in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments to support any of the foregoing items;

(vii) Indebtedness in respect of Permitted Treasury Arrangements and all netting services, overdraft protections, treasury, depository, pooling and other cash management arrangements, including, in all cases, incentive, supplier finance or similar programs and in connection with deposit accounts;

(viii) (A) Guarantees by the Parent or any Restricted Subsidiary of the obligations of suppliers, customers, franchisees, licensees, sublicensees and cross-licensees in the ordinary course of business, (B) Indebtedness (1) incurred in the ordinary course of business in respect of obligations of the Parent or any Restricted Subsidiary to pay the deferred purchase price of property or services or progress payments in connection with such property and services or (2) consisting of obligations under deferred purchase price or other similar arrangements incurred in connection with acquisitions or any other Investment expressly not prohibited by this Indenture and (C) Indebtedness in respect of letters of credit, bankers' acceptances, bank guaranties or similar instruments supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(ix) Guarantees (including any co-issuance) by the Parent or any Restricted Subsidiary of Indebtedness or other obligations of the Parent or any Restricted Subsidiary with respect to Indebtedness otherwise permitted to be incurred pursuant to this Section 4.9 or other obligations not prohibited by this Indenture;

(x) Indebtedness of the Parent or any Restricted Subsidiary to the Parent or any other Restricted Subsidiary; *provided* that all such Indebtedness of the Issuer or any Note Guarantor to any Restricted Subsidiary that is not the Issuer or a Note Guarantor must be expressly subordinated to the obligations of the Issuer or such Note Guarantor under the Notes and the Note Guarantees, as applicable;

(xi) Indebtedness of the Parent or any Restricted Subsidiary consisting of obligations owing under incentive, supply, license, sublicense or similar agreements entered into in the ordinary course of business;

(xii) Indebtedness of the Parent or any Restricted Subsidiary consisting of (A) the financing of insurance premiums, (B) take-or-pay obligations contained in supply arrangements in the ordinary course of business and/or (C) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business;

(xiii) Indebtedness of the Parent or any Restricted Subsidiary (i) incurred within 270 days of the acquisition, construction or improvement of fixed or capital assets to finance the acquisition, construction or improvement thereof which in aggregate does not exceed (together with any Refinancing Indebtedness in respect thereof outstanding pursuant to clause (xvi) of this paragraph) the greater of \$85.0 million and 15% of Consolidated Adjusted EBITDA at any time, (ii) with respect to Finance Leases which existed on or prior to the Issue Date (and any replacement thereof to the extent not exceeding the amount of the Finance Lease being replaced or refinanced or, if greater, the amount of such Finance Lease on the Issue Date) and (iii) with respect to any other Finance Lease or vendor finance not permitted by the preceding paragraphs in relation to (x) vehicles, plant, equipment or computers, the aggregate capital element of all rentals under such other Finance Leases and agreements in an aggregate outstanding principal amount (together with any Refinancing Indebtedness in respect thereof outstanding pursuant to clause (16) of this paragraph) not to exceed the greater of \$85.0 million and 15.0% of LTM Consolidated Adjusted EBITDA and (y) real estate (or any other assets not otherwise referred to in clause (x) above), the aggregate capital element of all rentals under such other Finance Leases and agreements not to exceed

(together with any Refinancing Indebtedness in respect thereof outstanding pursuant to clause (xvi) of this paragraph) the greater of \$110.0 million and 20% of LTM Consolidated Adjusted EBITDA;

(xiv) Indebtedness (x) of any Person that becomes a Restricted Subsidiary or that is acquired, or is merged with or into or consolidated or amalgamated with, the Parent or a Restricted Subsidiary, or that is assumed by the Parent or any Restricted Subsidiary in connection with an acquisition or (y) of the Parent or any Restricted Subsidiary in contemplation of, or to provide all or any portion of the funds or credit support utilized to consummate, an acquisition (whether through the direct purchase of assets or the purchase of assets or the purchase of Capital Stock of, or merger or consolidation with, any Person owning such assets, or otherwise) or other Investment not prohibited by this Indenture after the Issue Date; *provided* that (i) in the case of clause (x) only, such Indebtedness (A) existed at the time such Person became a Restricted Subsidiary or was acquired, or the assets subject to such Indebtedness were acquired and (B) was not created or incurred in anticipation thereof and (ii) in the case of clause (y) only, on the date of such incurrence and after giving effect thereto on a pro forma basis, either (A) the Interest Coverage Ratio (1) would be at least 2.00 to 1.00 or (2) would be equal to or greater than such Interest Coverage Ratio immediately prior to such incurrence calculated on a Pro Forma Basis, (B) the Total Leverage Ratio (1) would be no higher than 4.25 to 1.00 or (2) would be equal to or lower than such Total Leverage Ratio immediately prior to such incurrence, calculated on a Pro Forma Basis or (C) the aggregate outstanding principal amount of such Indebtedness (together with any Refinancing Indebtedness in respect thereof outstanding pursuant to clause (xvi) of this paragraph) does not exceed the greater of \$45.0 million and 8.0% of LTM Consolidated Adjusted EBITDA;

(xv) (i) Indebtedness of any Subsidiary organized in China incurred under a Local Facility, so long as (x) no such Indebtedness is guaranteed by Subsidiaries other than Subsidiaries organized in China, (y) to the extent secured, such Indebtedness is only secured by assets of Subsidiaries organized in China and (z) such Indebtedness is incurred in the ordinary course of business and (ii) Indebtedness of any Foreign Subsidiary under a Local Facility incurred for working capital purposes;

(xvi) Refinancing Indebtedness incurred by the Parent or any of its Restricted Subsidiaries in exchange for, or the net proceeds of which are used to refund, refinance or replace, Indebtedness that was permitted by this Indenture to be incurred under Section 4.9(a) or clauses (ii), (iii), (iv), (xiii), (xiv), (xviii), (xx), (xxi) or (xxxvi) of this (b) or this clause (xvi) or, solely to the extent of the excess (if any) of the amount of Indebtedness incurred and outstanding under clauses (i) or (xxxv), as applicable, prior to the applicable refinancing over the maximum aggregate amount permitted to be incurred and outstanding under clauses (i) or (xxxv), as applicable, at the time of such refinancing, clauses (i) or (xxxv) of this Section 4.9(b);

(xvii) endorsement of instruments or other payment items for collection or deposit in the ordinary course of business;

(xviii) Indebtedness in respect of any letter of credit facility in an aggregate amount (together with any Refinancing Indebtedness in respect thereof outstanding pursuant to clause (xvi) above) at any time outstanding not to exceed the greater of \$55.0 million and 10.0% of LTM Consolidated Adjusted EBITDA;

(xix) Indebtedness of the Parent or any Restricted Subsidiary under any Derivative Transaction not entered into for speculative purposes;

(xx) Indebtedness of the Parent or any Restricted Subsidiary in an aggregate outstanding principal amount (together with any Refinancing Indebtedness in respect thereof outstanding pursuant to clause (xvi) above) at any time outstanding not to exceed the greater of \$220.0 million and 40.0% of LTM Consolidated Adjusted EBITDA;

(xxi) Indebtedness of the Parent or any Restricted Subsidiary in an aggregate outstanding principal amount not to exceed 100% of the amount of any capital contributions or other proceeds received by the Parent in cash or cash equivalents (A) from the issuance or sale of its Qualified Capital Stock of the

Parent or (B) in the form of any cash contribution to the common equity of the Parent, in each case after the Issue Date, and in each case other than (1) any proceeds received from the sale of Capital Stock to, or contributions from, the Parent or any of its Restricted Subsidiaries, (2) to the extent the relevant proceeds have otherwise been applied to make Restricted Payments hereunder and (3) any Available Excluded Contribution Amount;

(xxii) Indebtedness (including obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments with respect to such Indebtedness) incurred by the Parent or any Restricted Subsidiary in respect of workers' compensation claims (or other Indebtedness in respect of reimbursement type obligations regarding workers' compensation claims), unemployment insurance (including premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance;

(xxiii) Indebtedness of the Parent or any Restricted Subsidiary representing (A) deferred compensation to Permitted Payees in the ordinary course of business and (B) deferred compensation or other similar arrangements in connection with any acquisition or other Investment not prohibited by this Indenture;

(xxiv) Indebtedness of the Parent or any Restricted Subsidiary in respect of any letter of credit or bank guarantee issued in favor of any issuing bank or swingline lender to support any defaulting lender's participation in letters of credit issued, or swingline loans made, under any Credit Facility;

(xxv) Indebtedness of the Parent or any Restricted Subsidiary supported by any letter of credit issued under Credit Facilities or under any other letter of credit facility or any other letters of credit, bank guarantees, bankers acceptances or other similar instruments required by customers, suppliers, landlords, regulators or Governmental Authority or otherwise in the ordinary course of business;

(xxvi) unfunded pension fund and other employee benefit plan obligations and liabilities incurred by the Parent or any Restricted Subsidiary in the ordinary course of business;

(xxvii) without duplication of any other Indebtedness, all premiums (if any), interest (including post-petition interest, payment in kind interest and the payment of dividends on Disqualified Stock in the form of additional shares of the same class of Disqualified Stock), accretion or amortization of original issue discount, fees, expenses and charges with respect to Indebtedness of the Parent or any Restricted Subsidiary;

(xxviii) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(xxix) (A) Indebtedness in connection with bankers' acceptances, discounted bills of exchange or the discounting or factoring of receivables for credit management purposes, in each case incurred or undertaken in the ordinary course of business on arm's-length commercial terms and (B) the incurrence of Indebtedness attributable to the exercise of appraisal rights or the settlement of any claims or actions (whether actual, contingent or potential) with respect to any acquisition (by merger, consolidation or amalgamation or otherwise) in accordance with the terms of this Indenture;

(xxx) obligations in respect of letters of support, guarantees or similar obligations issued, made or incurred for the benefit of any subsidiary of the Parent to the extent required by law or in connection with any statutory filing or the delivery of audit opinions performed in jurisdictions other than within the United States;

(xxxi) Indebtedness arising under a Qualified Receivables Facility;

(xxxii) obligations in respect of performance and surety bonds and completion guarantees or similar obligations provided by the Parent or any Restricted Subsidiary of the Parent in each case in the normal course of business (whether or not consistent with past practice);

(xxxiii) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds, *provided* that such Indebtedness is extinguished within five business days of notice of its incurrence;

(xxxiv) Indebtedness incurred in connection with any Sale Leaseback (*provided* that the Net Proceeds thereof are used as set forth in Section 4.13);

(xxxv) Indebtedness of the Parent or any of its Restricted Subsidiaries, on a Pro Forma Basis after giving effect to the application of the proceeds thereof (without netting the cash proceeds thereof, but giving effect to any related Subject Transaction) and to any relevant Subject Transaction, (A) if such Indebtedness is secured by Lien ranking *pari passu* with the Lien securing the Notes on the Collateral, the Secured Leverage Ratio does not exceed 4.00:1.00 and (B) if such Indebtedness is not secured by Liens on the Collateral or secured by a Lien on the Collateral on a junior basis to the Liens securing the Notes, at the election of the Parent, either (1) the Total Leverage Ratio does not exceed 4.25 to 1.00 or (2) the Interest Coverage Ratio is not less than 2.00 to 1.00; provided that the aggregate principal amount of Indebtedness incurred by Non-Guarantor Subsidiaries pursuant to Section 4.9(a) and this subclause (B) at any time outstanding shall not exceed the greater of \$270.0 million and 50.0% of LTM Consolidated Adjusted EBITDA; and

(xxxvi) Indebtedness of Non-Guarantor Subsidiaries in an aggregate outstanding principal amount under this clause (xxxvi) (together with any Refinancing Indebtedness in respect thereof outstanding pursuant to clause (xvi) of this paragraph) at any time outstanding not to exceed the greater of \$135.0 million and 25.0% of LTM Consolidated Adjusted EBITDA.

(c) For purposes of determining compliance with this Section 4.9, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (i) through (xxxvi) of Section 4.9(b), or is entitled to be incurred pursuant to Section 4.9(a), the Issuer shall be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this Section 4.9. Indebtedness permitted by this Section 4.9 need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this Section 4.9 permitting such Indebtedness. Indebtedness under the Credit Agreement outstanding on the Issue Date will be deemed to have been incurred on such date in reliance on Section 4.9(b)(i) hereof.

(d) In addition, for purposes of determining compliance with this Section 4.9, the Parent or the applicable Restricted Subsidiary may elect to treat all or any portion of the commitment under any Indebtedness (including with respect to any revolving loan commitment) as being incurred at the time of such commitment, in which case any subsequent incurrence of Indebtedness under such commitment shall not be deemed to be an incurrence at such subsequent time.

Section 4.10 Liens. Prior to a Fall Away Event, the Parent shall not, and shall not permit any of the other Note Guarantors to, directly or indirectly, create, incur, assume or suffer to exist any Lien (except a Permitted Lien) of any kind securing indebtedness (any such Lien, an “**Initial Lien**”) on any asset now owned or hereafter acquired, which constitutes Collateral. Prior to a Fall Away Event, the Parent shall not, and shall not permit any of the other Note Guarantors to, directly or indirectly, create, incur, assume or suffer to exist any Lien (except a Permitted Lien) of any kind securing Indebtedness on any asset now owned or hereafter acquired, which does not constitute Collateral, unless:

(a) in the case of any Initial Lien securing an Obligation that ranks *pari passu* with the Notes or the Note Guarantees, effective provision is made to secure the Notes or the Note Guarantees, as the case may be, at least equally and ratably with (or on a senior basis to) the Obligations secured by such Initial Lien until such time as such Obligations are no longer secured by such Initial Lien; and

(b) in the case of any Initial Lien securing an Obligation that is subordinated in right of payment to the Notes or the Note Guarantees, effective provision is made to secure the Notes or the Note Guarantees, as the case may be, with a Lien on the same properties or assets of the Parent or such Restricted Subsidiary, as the case may be, that is prior to the Lien securing such subordinated obligation.

Any Lien created for the benefit of Holders pursuant to the last clause of the preceding paragraph shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged, without any action on the part of the Holders, upon the release and discharge of the Initial Lien.

From and after the occurrence of a Fall Away Event, the Parent will not, and will not permit any Subsidiary to, incur any Lien securing Indebtedness on any Property (except a Post-Release Permitted Lien), unless the Notes or the Note Guarantees are secured equally and ratably with (or prior to) the obligations secured by such Lien. Any Lien created for the benefit of Holders pursuant to this paragraph shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged, without any action on the part of the Holders, upon the release and discharge of the Initial Lien.

Section 4.11 Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries.

(a) The Parent shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any such Restricted Subsidiary to:

(i) pay dividends or make any other distributions on its Capital Stock to the Parent or any of its Restricted Subsidiaries or pay any indebtedness owed to the Parent or any of its Restricted Subsidiaries;

(ii) make loans or advances to the Parent or any of its Restricted Subsidiaries; or

(iii) transfer any of its properties or assets to the Parent or any of its Restricted Subsidiaries.

(b) The restrictions set forth in Section 4.11(a) shall not apply to encumbrances or restrictions existing under or by reason of:

(i) agreements, including agreements governing existing Indebtedness as in effect on the Issue Date and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Issuer, not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the Issue Date;

(ii) this Indenture, the Notes, the Note Guarantees and the Collateral Documents;

(iii) any encumbrance or restriction pursuant to Credit Facilities or letters of credit incurred under clauses (i), (xviii), (xxiv), (xxv) or (xxxv) of Section 4.9(b) (or any Refinancing Indebtedness thereof not prohibited by this Indenture);

(iv) applicable law, rule, regulation or order, approval, license, permit or similar restriction, including under contracts with foreign governments or agencies thereof entered into in the ordinary course of business;

(v) any instrument governing Indebtedness, Capital Stock or assets of a Person acquired by the Parent or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred, or such Capital Stock was issued, in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired and any amendments, modifications, restatements, renewals, increases, supplements, refundings,

replacements or refinancings of those agreements; *provided* that the amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Issuer, not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the date of the acquisition; *provided* that, in the case of Indebtedness, such Indebtedness was not prohibited by the terms of this Indenture;

(vi) customary non-assignment provisions in leases, contracts and licenses entered into in the ordinary course of business;

(vii) purchase money obligations for property that impose restrictions on that property of the nature described in Section 4.11(a)(iii);

(viii) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions, transfers, loans or advances by that Restricted Subsidiary pending its sale or other disposition;

(ix) any agreement or instrument governing Refinancing Indebtedness; *provided* that the restrictions contained in the agreements or instruments governing such Refinancing Indebtedness are not, in the good faith judgment of the Issuer, materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(x) Permitted Liens securing Indebtedness that limit the right of the debtor to dispose of the assets subject to such Liens;

(xi) provisions in joint venture agreements, asset sale agreements, sale and lease-back agreements, stock sale agreements, partnership agreements, Organizational Documents and other similar agreements entered into with the approval of the Board of Directors of the Parent or otherwise in the ordinary course of business;

(xii) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(xiii) restrictions in agreements or instruments which prohibit the payment or making of dividends or other distributions other than on a pro rata basis;

(xiv) restrictions imposed in connection with any Qualified Receivables Facility or similar transaction permitted hereunder, including any contractual requirements of a Securitization Special Purpose Entity in connection therewith;

(xv) any agreement or instrument governing Indebtedness or Preferred Stock permitted to be incurred subsequent to the Issue Date pursuant to Section 4.9, which encumbrances or restrictions (x) are not, in the good faith judgment of the Issuer, materially more restrictive, taken as a whole, than those contained in this Indenture or (y) will not, in the good faith judgment of the Issuer, affect the ability of the Issuer to make anticipated payments of principal, interest or premium on the Notes;

(xvi) restrictions by reason of customary provisions restricting assignments, subletting, licensing, sublicensing or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses, joint venture agreements, asset sale agreements, trading, netting, operating, construction, service, supply, purchase, sale or other agreements entered into in the ordinary course of business (*provided* that such restrictions are limited to the relevant agreement and/or the property or assets secured by such Liens or the property or assets subject to such agreement);

(xvii) restrictions contained in documents governing Indebtedness of any Non-Guarantor Subsidiary not prohibited by this Indenture (solely to the extent relating to the assets or Capital Stock of such Restricted Subsidiary);

(xviii) provisions restricting the granting of a security interest in IP Rights contained in licenses, sublicenses or cross-licenses by the Parent and its Restricted Subsidiaries of such IP Rights, which licenses, sublicenses and cross-licenses were entered into in the ordinary course of business (in which case such restriction shall relate only to such IP Rights);

(xix) restrictions in any Hedge Agreement, any agreement relating to Banking Services and/or any agreement relating to Permitted Treasury Arrangements; and

(xx) other restrictions or encumbrances which would (in the judgment of the Issuer) not reasonably be expected to result in a material adverse effect on the Issuer's ability to make payments on the Notes.

Section 4.12 Transactions with Affiliates.

(a) The Parent shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each, an "**Affiliate Transaction**") involving aggregate payments or consideration in excess of the greater of \$45.0 million and 7.5% of LTM Consolidated Adjusted EBITDA, unless:

(i) the Affiliate Transaction is on terms that are not substantially less favorable to the Parent or such Restricted Subsidiary, as the case may be (as determined by the Issuer in good faith), than those that might be obtained at the time in a comparable arm's-length transaction from a Person who is not an Affiliate; and

(ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$200.0 million, such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of the Parent.

(b) The following items shall be deemed not to be Affiliate Transactions and, therefore, will not be subject to the provisions of Section 4.12(a) hereof:

(i) any transaction between or among the Parent or one or more Restricted Subsidiaries;

(ii) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans approved by the Board of Directors of the Parent or any Restricted Subsidiary;

(iii) (A) any collective bargaining, employment, indemnification, expense reimbursement or severance agreement or compensatory (including profit sharing) arrangement entered into by the Parent or any Restricted Subsidiary with any Permitted Payee, (B) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights or similar rights with any Permitted Payee and (C) payments or other transactions pursuant to any management equity plan, employee compensation, benefit plan, stock option plan or arrangement, equity holder arrangement, supplemental executive retirement benefit plan, any health, disability or similar insurance plan, or any employment contract or arrangement which covers any Permitted Payee and payments pursuant thereto;

(iv) (A) any Restricted Payment or Investment permitted by this Indenture, (B) any transaction specifically permitted by clauses (v), (xxiii) and (xxvi) of Section 4.9(b) or by the second paragraph under Section 4.11, (C) any Permitted Reorganization and (D) issuances of Capital Stock and issuances and incurrences of Indebtedness not restricted by this Indenture and payments pursuant hereto;

(v) the existence of, or performance by the Parent or any Restricted Subsidiary of their obligations under the terms of, any transaction or agreement in existence on the Issue Date, and any amendment, modification or extension thereof to the extent such amendment, modification or extension,

taken as a whole, is not materially (A) adverse to the Holders of the Notes or (B) more disadvantageous to the Holders of the Notes than the relevant transaction in existence on the Issue Date, as applicable;

(vi) (A) transactions with a Person that is an Affiliate of the Parent solely because the Parent or any Restricted Subsidiary owns, directly or indirectly through a Restricted Subsidiary, Capital Stock in, or controls, such Person or Controls such Person, (B) transactions with any Person that is an Affiliate solely because a director or officer of such Person is a director or officer of the Parent or any Restricted Subsidiary and (C) transactions with Affiliates solely in their capacity as Holders of Indebtedness or Capital Stock of the Parent or any of its Restricted Subsidiaries, where such Affiliates receive the same consideration as non-Affiliates in such transactions;

(vii) any transaction or transactions approved by a majority of the disinterested members of the Board of Directors of the Parent at such time;

(viii) Guarantees not prohibited by Section 4.8 or Section 4.9;

(ix) [reserved];

(x) (A) the payment of customary compensation and fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, current and former members of the Board of Directors, officers, employees, members of management, managers, consultants and independent contractors of the Parent or any of its Restricted Subsidiaries; or (B) issuances or sales of Qualified Capital Stock of the Parent to Affiliates or employees of or consultants to the Parent;

(xi) transactions with customers, clients, suppliers, licensees, Joint Ventures, purchasers or sellers of goods or services or providers of employees or other labor entered into in the ordinary course of business, which are (A) fair to the Parent or the applicable Restricted Subsidiary in the good faith determination of the Issuer or (B) on terms not substantially less favorable to the Parent and/or its applicable Restricted Subsidiary as might reasonably be obtained from a Person other than an Affiliate;

(xii) the payment of reasonable out-of-pocket costs and expenses related to registration rights and indemnities provided to shareholders under any shareholder agreement and the existence or performance by the Parent or any Restricted Subsidiary of its obligations under any such registration rights or shareholder agreement;

(xiii) (A) any purchase by the Parent of the Capital Stock of (or contribution to the equity capital of) the Parent and (B) any intercompany loans made by Parent to the Parent or any Restricted Subsidiary;

(xiv) any transaction in respect of which the Parent or any Restricted Subsidiary delivers to the Trustee a letter from an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction is fair to the Parent or such Restricted Subsidiary from a financial point of view or stating that the terms, when taken as a whole, are not substantially less favorable to the Parent or the applicable Restricted Subsidiary than might be obtained at the time in a comparable arm's length transaction from a Person who is not an Affiliate;

(xv) payments to or from, and transactions with, an Unrestricted Subsidiary in the ordinary course of business (including, any cash management or administrative activities related thereto);

(xvi) any lease entered into between the Parent or any Restricted Subsidiary, as lessee, and any Affiliate of the Parent, as lessor, and any transaction(s) pursuant to that lease, which lease is approved by a majority of the disinterested members of the board of directors or senior management of the Parent in good faith;

- (xvii) transactions undertaken in the ordinary course of business pursuant to membership in a purchasing consortium;
- (xviii) transactions effected in connection with a Qualified Receivables Facility, including any customary transactions with (including any investment in or related to) any Receivables Entity; and
- (xix) any employment agreement or benefit or similar plan entered into by the Parent or any of its Restricted Subsidiaries in the ordinary course of business of the Parent or such Restricted Subsidiary.

Section 4.13 Asset Sales.

(a) The Parent shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(i) the Parent (or its Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (determined, for purposes of this subclause (i), by the Parent or, in the case of any asset(s) valued in excess of \$300.0 million, by the Board of Directors of the Parent) of the assets or Equity Interests issued or sold or otherwise disposed of; and

(ii) except in the case of a Permitted Asset Swap, at least 75% of the consideration received in the Asset Sale by the Parent or such Restricted Subsidiary is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

(A) any Indebtedness or other liabilities of the Parent or any Restricted Subsidiary, as shown on the most recent consolidated balance sheet of the Parent (or in the notes thereto), or if the incurrence of such Indebtedness or other liability took place after the date of such balance sheet, that would have been shown on such balance sheet or in the notes thereto, as determined in good faith by the Parent (other than Indebtedness or other liabilities that are expressly subordinated in right of payment to the Notes and the Note Guarantees (“**Subordinated Debt**”) or that are owed to the Parent or any Restricted Subsidiary) (i) that is assumed by the transferee of any such assets pursuant to an agreement that releases the Parent or such Restricted Subsidiary from further liability, (ii) that is discharged by the transferee in a transaction pursuant to which neither the Parent nor any Restricted Subsidiary has any liability following such Asset Sale or (iii) that is otherwise cancelled or terminated in connection with such Asset Sale;

(B) any securities, notes, other obligations or assets received by the Parent or any Restricted Subsidiary from such transferee (including earn-outs or similar obligations) that are converted by the Parent or such Restricted Subsidiary into cash or Cash Equivalents, or by their terms are required to be satisfied for cash or Cash Equivalents, within 180 days after the consummation of the applicable Asset Sale, to the extent of the cash or Cash Equivalents received in that conversion;

(C) any Designated Non-Cash Consideration having an aggregate Fair Market Value that, when taken together with all other Designated Non-Cash Consideration previously received and then outstanding, does not exceed at the time of the receipt of such Designated Non-Cash Consideration (with the Fair Market Value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value) the greater of \$135.0 million or 25.0% of LTM Consolidated Adjusted EBITDA;

(D) future payments to be made in cash or Cash Equivalents owed to the Parent or a Restricted Subsidiary in the form of licensing, royalty, earnout or milestone payment (or similar deferred cash payments); and

(E) the amount of any trade-in value applied to the purchase price of any replacement assets acquired in connection with such Asset Sale.

(b) Within 450 days after the receipt of any Net Proceeds from an Asset Sale, the Parent or the applicable Restricted Subsidiary may apply the Asset Sale Prepayment Percentage of the Net Proceeds from such Asset Sale:

(i) to repay (x) secured Indebtedness and other Obligations under the Credit Agreement and, if the Indebtedness repaid under the Credit Agreement is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto, (y) Indebtedness and other Obligations under the Notes or any Pari Passu Indebtedness (other than the Credit Agreement) and, if the Pari Passu Indebtedness being repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto (*provided* that if such Net Proceeds are applied to repay such Pari Passu Indebtedness under this subclause (y), the Issuer shall equally and ratably reduce obligations under the Notes in accordance with Section 3.7 hereof, through privately negotiated transactions or open market purchases (in each case, *provided* that such purchases are at or above 100% of the principal amount thereof), or by making an offer (in accordance with Section 4.13(c)) to all Holders to purchase, at a purchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, the pro rata principal amount of Notes) or (z) (I) other Indebtedness of a Non-Guarantor Subsidiary, so long as the relevant assets were assets of such Subsidiary or (II) if the assets sold were not Collateral, any Indebtedness (other than Subordinated Debt) of the Parent or any Restricted Subsidiary;

(ii) to acquire all or substantially all of the assets of, or a majority of the Voting Stock of, another Permitted Business or the minority interest of any Permitted Business;

(iii) to make payments with respect to the acquisition or license of intellectual property rights that are used in a Permitted Business;

(iv) to make a capital expenditure in or that is useful in a Permitted Business;

(v) to retire Notes (x) pursuant to Section 3.7 hereof, (y) through privately negotiated transactions or open market purchases or (z) by making an offer to purchase Notes in accordance with Section 4.13(c); or

(vi) to acquire other assets (other than Cash and Cash Equivalents) that are used or useful in a Permitted Business;

provided that (1) a binding commitment to apply any Net Proceeds from an Asset Sale as set forth in clauses (ii), (iii), (iv) or (vi) of this Section 4.13(b) shall be treated as a permitted application of the Asset Sale Prepayment Percentage of such Net Proceeds from the date of such commitment so long as the Parent or any of its Restricted Subsidiaries enters into such commitment with the good faith expectation that the Asset Sale Prepayment Percentage of such Net Proceeds will be applied to satisfy such commitment within 180 days of the end of such 450-day period (an “**Acceptable Commitment**”) and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Asset Sale Prepayment Percentage of such Net Proceeds are applied in connection therewith, then the Parent or such Restricted Subsidiary shall be permitted to apply the Asset Sale Prepayment Percentage of such Net Proceeds in any manner set forth above before the expiration of such 180-day period and, in the event the Parent or such Restricted Subsidiary fails to do so, then the Asset Sale Prepayment Percentage of such Net Proceeds shall constitute Excess Proceeds (as defined below) and (2) the Parent may elect to deem certain expenditures (including Investments) that would otherwise be permissible reinvestments but that occurred prior to the receipt of the applicable Net Proceeds as having been reinvested in accordance with the provisions of this Section 4.13, but only to the extent such deemed expenditure (or Investment) shall have been made no earlier than the earlier of the execution of a definitive agreement with respect to such Asset Sale or the consummation thereof.

Notwithstanding anything in this Section 4.13 to the contrary, (x) the Parent shall not be required to apply any amount that would otherwise be required to be applied pursuant to this Section 4.13 to the extent that the Asset Sale is consummated by any Foreign Subsidiary for so long as the Parent determines in good faith that the repatriation to the Parent of any such amount would be prohibited or delayed (beyond the time period during which such application is otherwise required to be made pursuant hereto) under any Requirements of Law or conflict with the fiduciary duties of such Foreign Subsidiary’s directors, or result in, or could reasonably be expected to result in,

a material risk of personal or criminal liability for any officer, director, employee, manager, member of management or consultant of such Foreign Subsidiary (including on account of financial assistance, corporate benefit, thin capitalization, capital maintenance or similar considerations); it being understood and agreed that (i) solely within 450 days following the event giving rise to the relevant Net Proceeds, the Parent shall take all commercially reasonable actions required by applicable Requirements of Law to permit such repatriation and (ii) if such repatriation is permitted under the applicable Requirements of Law and, to the extent applicable, would no longer conflict with the fiduciary duties of such director, or result in, or be reasonably expected to result in, a material risk of personal or criminal liability for the Persons described above, in either case, within 450 days following the event giving rise to the relevant Net Proceeds, the relevant Foreign Subsidiary will promptly repatriate the relevant Net Proceeds, and the repatriated Net Proceeds will be promptly (and in any event not later than two Business Days after such repatriation) applied (net of additional Taxes payable or reserved against such Net Proceeds, as a result thereof, by the Parent or its Subsidiaries, and any Affiliates or indirect or direct equity owners of the foregoing) as required by this Section 4.13 (without giving regard to this paragraph), (y) the Parent shall not be required to apply any amount that would otherwise be required to be applied pursuant to this Section 4.13 to the extent that the relevant Net Proceeds are generated by any Joint Venture (including any Subsidiary that is not a Wholly-Owned Subsidiary) or the relevant Net Proceeds are received by any Joint Venture (including any Subsidiary that is not a Wholly-Owned Subsidiary) for so long as the Parent determines in good faith that the distribution to the Parent of such Net Proceeds would be prohibited under any applicable (I) Organizational Documents (or any relevant shareholders' or similar agreement) governing such Joint Venture, (II) agreement or instrument (including a financing arrangement) entered into with a Person other than the Parent or a Restricted Subsidiary, or (III) judgment, decree, order, statute or governmental rule or regulation; it being understood that if the relevant prohibition ceases to exist within the 450-day period following the event giving rise to the relevant Net Proceeds, the relevant Joint Venture will promptly distribute the Net Proceeds and the Net Proceeds will be promptly (and in any event not later than ten Business Days after such distribution) applied (net of additional Taxes payable or reserved against as a result thereof) as required by this Section 4.13. In addition, if the Parent determines in good faith that the repatriation (or other intercompany distribution) to the Parent of any amounts required to be applied by this Section 4.13 would result in material and adverse tax consequences for the Parent or any of its Subsidiaries, Affiliates or indirect or direct equity owners, taking into account any foreign tax credit or benefit actually realized in connection with such repatriation (such amount, a "**Restricted Amount**"), as determined by the Parent in good faith, the amount the Parent shall be required to apply as set forth in this Section 4.13 shall be reduced by the Restricted Amount; *provided* that to the extent that the repatriation (or other intercompany distribution) of any Net Proceeds from the relevant Foreign Subsidiary would no longer have a material and adverse tax consequence within the 450-day period following the event giving rise to the Net Proceeds, an amount equal to the Net Proceeds not previously applied pursuant to this Section 4.13(b) shall be promptly applied as otherwise required by this Section 4.13 (without regard to this paragraph).

Pending application of an amount equal to Net Proceeds pursuant to this Section 4.13, the Parent or a Restricted Subsidiary may temporarily reduce revolving credit borrowings or otherwise invest the Net Proceeds in any manner that is not prohibited by this Indenture.

(c) The Asset Sale Prepayment Percentage of Net Proceeds from Asset Sales that are not applied or invested as provided in Section 4.13(b) hereof shall constitute "**Excess Proceeds**." When the aggregate amount of Excess Proceeds exceeds \$300.0 million, the Issuer will make an offer (an "**Asset Sale Offer**") to all Holders of Notes and all holders of other Pari Passu Indebtedness containing provisions similar to those set forth in this Indenture with respect to offers to purchase or redeem with the proceeds of sales of assets to purchase the maximum principal amount of Notes and such other Pari Passu Indebtedness that may be purchased out of the amount of such Excess Proceeds. The offer price in any Asset Sale Offer shall be equal to 100% of principal amount plus accrued and unpaid interest to, but not including, the date of purchase, and shall be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer ("**Declined Asset Sale Proceeds**"), the Parent and its Restricted Subsidiaries may use the amount of such Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes and other Pari Passu Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Notes and such other Pari Passu Indebtedness will be purchased on a pro rata basis. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds that resulted in the requirement to make an Asset Sale Offer shall be reset to zero. (regardless of whether there are any remaining Excess Proceeds upon such completion). Upon consummation or expiration of any Asset Sale Offer, any remaining Net Proceeds shall not be deemed Excess Proceeds and the Parent may use such Net Proceeds for any purpose not otherwise prohibited under this Indenture.

(d) The Issuer shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable securities laws and regulations to the extent that such laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of this Indenture, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under the Asset Sale provisions of this Indenture by virtue of such compliance.

Section 4.14 Additional Note Guarantees.

(a) To the extent any one of the Parent's Subsidiaries that is not the Issuer nor a Note Guarantor as of the Issue Date is a borrower or a guarantor under the Credit Agreement as of such date, the Issuer shall use commercially reasonable efforts to cause such Subsidiary to execute and deliver to the Trustee a notation of Note Guarantee substantially in the form of Exhibit B hereto (subject to the Agreed Guarantee Principles), pursuant to which such Subsidiary shall unconditionally Guarantee, on a senior secured basis, all of the Issuer's obligations under the Notes and this Indenture on the terms set forth in this Indenture within 120 days after the Issue Date. Thereafter, such Subsidiary shall be a Note Guarantor for all purposes hereof until such Note Guarantee is released in accordance herewith.

(b) If any one of the Parent's Restricted Subsidiaries (other than an Excluded Subsidiary) that is not the Issuer or a Note Guarantor (i) Guarantees any Indebtedness of the Parent or is a guarantor under any syndicated Credit Facility or Capital Markets Indebtedness of the Issuer or a Guarantor after the Issue Date, or (ii) becomes a borrower or guarantor under the Credit Agreement after such date, that Subsidiary shall (i) execute and deliver to the Trustee a supplemental indenture in form reasonably satisfactory to the Trustee and a notation of Note Guarantee substantially in the form of Exhibit B hereto (subject to the Agreed Guarantee Principles), pursuant to which such Subsidiary shall unconditionally Guarantee, on a senior secured basis, all of the Issuer's obligations under the Notes and this Indenture on the terms set forth in this Indenture and (ii) deliver to the Trustee an Opinion of Counsel that such supplemental indenture and notation of Note Guarantee has been duly authorized, executed and delivered by such Subsidiary and constitutes a legal, valid, binding and enforceable obligation of such Subsidiary. The failure to grant any such Guarantee by such date shall not be a Default or an Event of Default hereunder, *provided* the Issuer and the Note Guarantors shall have used their commercially reasonable efforts to do so. Thereafter, such Subsidiary shall be a Note Guarantor for all purposes hereof until such Note Guarantee is released in accordance herewith.

(c) Notwithstanding the foregoing, the supplemental indenture and notation of Note Guarantee may be modified in respect of any Note Guarantor organized outside of the United States of America and Canada as necessary or appropriate to (1) comply with applicable law, (2) avoid any general legal limitations such as general statutory limitations, financial assistance, corporate benefit, capital maintenance rules, "thin capitalization" rules, retention of title claims or similar matters or (3) avoid a conflict with the fiduciary duties of such company's directors, contravention of any legal prohibition or regulatory condition, or the material risk of personal or criminal liability for any officers or directors (collectively referred to as "**Agreed Guarantee Principles**"), in each case as determined by the Issuer in its sole discretion.

Section 4.15 Designation of Restricted and Unrestricted Subsidiaries.

(a) The Parent's Board of Directors may designate any Restricted Subsidiary (other than the Issuer) to be an Unrestricted Subsidiary if that designation would not cause a Default. Any designation of a Subsidiary as an Unrestricted Subsidiary will be deemed to be a designation of each of such entity's Subsidiaries as Unrestricted Subsidiaries. Following the Issue Date, if a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments (calculated after giving effect to any concurrent transactions) owned by the Parent and its Restricted Subsidiaries in the Subsidiary designated as an Unrestricted Subsidiary shall be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under Section 4.8 hereof or under one or more of the clauses of the definition of "Permitted Investments," as determined by the Parent. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Parent's Board of Directors may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause a Default; *provided* that such redesignation will be deemed to be an incurrence of Indebtedness and, if applicable, an incurrence of related Liens by a Restricted Subsidiary of the Parent

of any outstanding Indebtedness and, if applicable, related Liens of such Unrestricted Subsidiary and such redesignation will only be permitted if such Indebtedness and, if applicable, related Liens are permitted under Section 4.9 hereof and, if applicable, Section 4.10 hereof (other than clause (14) under the definition of “Permitted Liens”), calculated, if applicable, on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period.

Section 4.16 Stay, Extension and Usury Laws. The Issuer covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Issuer from paying all or any portion of the principal of, premium, if any, or interest on the Notes as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Indenture, and the Issuer (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenant that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 4.17 Notice of Default. In the event that any Default or Event of Default under Section 6.1 hereof shall occur and be continuing, the Issuer shall give written notice of such Default or Event of Default to the Trustee promptly after it becomes aware of the same (which shall be no later than 20 Business Days after becoming aware of such Default or Event of Default), unless such Default or Event of Default shall have been cured or waived during such 20-Business Day period.

Section 4.18 Payment of Additional Amounts.

(a) All payments made by or on behalf of any successor to the Issuer that is organized or incorporated in a jurisdiction outside the United States under or with respect to the Notes, or by or on behalf of any Note Guarantor under or with respect to any Note Guarantee (each such Person, a “**Payor**”) will be made free and clear of any withholding or deduction for or on account of any tax, duty, levy, impost, assessment or other governmental charge of whatever nature (collectively, “**Tax**”) imposed or levied by or on behalf of any jurisdiction in which such Payor is organized, resident or carrying on business for tax purposes or from or through which such Payor makes any payment on the Notes or its Note Guarantee or any department or political subdivision of any of the foregoing, other than the United States, any state thereof or the District of Columbia (each, a “**Relevant Taxing Jurisdiction**”), unless the Payor (or an applicable withholding agent) is required to withhold or deduct Taxes by applicable law. If the Payor (or an applicable withholding agent) is required by law to withhold or deduct any amount for or on account of Taxes of a Relevant Taxing Jurisdiction from any payment made under or with respect to any Notes or Note Guarantee, the Payor, subject to the exceptions listed below, will pay additional amounts (“**Additional Amounts**”) as may be necessary to ensure that the net amount received by each Holder or beneficial owner of the Notes after such withholding or deduction (including withholding or deduction attributable to Additional Amounts payable hereunder) will not be less than the amount the Holder or beneficial owner would have received if such Taxes had not been required to be so withheld or deducted.

(b) A Payor will not, however, pay Additional Amounts to a Holder or beneficial owner of Notes:

(i) to the extent the Taxes giving rise to such Additional Amounts would not have been imposed but for the existence of any present or former connection between the Holder or beneficial owner (or between a fiduciary, settler, beneficiary, member or shareholder of, or possessor of a power over, such Holder or beneficial owner, if such Holder or beneficial owner is an estate, trust, partnership or corporation) and the Relevant Taxing Jurisdiction (other than any connection resulting solely from the acquisition, ownership, holding or disposition of Notes, the receipt of payments thereunder or under any Note Guarantee and/or the exercise or enforcement of rights under any Notes or any Note Guarantee);

(ii) to the extent the Taxes giving rise to such Additional Amounts would not have been imposed but for the failure of the Holder or beneficial owner of Notes, following the Issuer’s or the Payor’s written request addressed to the Holder, to the extent such Holder or beneficial owner is legally eligible to do so, to comply with any certification, identification, information or other reporting requirements, whether required by statute, treaty, regulation or administrative practice of a Relevant Taxing Jurisdiction, as a

precondition to exemption from, or reduction in the rate of deduction or withholding of, Taxes imposed by the Relevant Taxing Jurisdiction (including, without limitation, a certification that the Holder or beneficial owner is not resident in the Relevant Taxing Jurisdiction);

(iii) with respect to any Taxes payable other than by withholding or deduction from payments under or with respect to the Notes;

(iv) with respect to any estate, inheritance, gift, sales, transfer, capital gains, excise or personal property tax or any similar Taxes;

(v) to the extent the Taxes giving rise to such Additional Amounts would not have been imposed but for the presentation by the Holder or beneficial owner of any Note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(vi) to the extent the Taxes giving rise to such Additional Amounts are U.S. federal withholding taxes imposed pursuant to Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (the “Code”), as in effect on the date hereof (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations, official interpretations or administrative authority promulgated thereunder and any agreements entered into pursuant to Section 1471(b)(1) of the Code as in effect on the date hereof (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), and, for the avoidance of doubt, any intergovernmental agreement (and related legislation, rules or practices) implementing the foregoing (taken together, “FATCA”), except to the extent that such Taxes result from a failure of any Paying Agent to comply with FATCA;

(vii) with respect to any Taxes imposed by France if such Taxes are imposed solely because a payment is made to a Holder or beneficial owner of notes being established, incorporated or acting through an office located in a non-cooperative state or territory (*Etat ou territoire non coopératif*) as set out in the list referred to in article 238-0 A of the French Code Général des impôts, as such list may be amended from time to time or because this payment is made on an account opened in the name of a Holder or beneficial owner of Notes in a financial institution situated in a non-cooperative state or territory;

(viii) with respect to any Taxes imposed by France if such Taxes are imposed solely because a payment is made to a Holder or beneficial owner of notes being established, incorporated or acting through an office located in a non-cooperative state or territory (*Etat ou territoire non coopératif*) as set out in the list referred to in article 238-0 A of the French Code Général des impôts, as such list may be amended from time to time or because this payment is made on an account opened in the name of a Holder or beneficial owner of Notes in a financial institution situated in a non-cooperative state or territory;

(ix) with respect to any Taxes imposed by France if such Taxes are imposed solely because the Payor is established in France and is required to withhold, declare and pay at source French personal income tax of a Holder or beneficial owner of notes being a French tax resident individual chargeable on interests or assimilated incomes yielding under the Notes in accordance with article 125 A of the French Code Général des impôts;

(x) with respect to any Taxes imposed by Canada, to the extent the Taxes giving rise to such Additional Amounts would not have been imposed but for (i) the Holder or beneficial owner of Notes being a person with whom the Note Guarantor is not dealing at arm’s length (within the meaning of the Income Tax Act (Canada)), (ii) the Holder or beneficial owner of Notes being a person who is, or who does not deal at arm’s length with any person who is, a “specified shareholder” (as defined in subsection 18(5) of the Income Tax Act (Canada)) of the Note Guarantor for the purposes of the thin capitalization rules in the Income Tax Act (Canada) or (iii) the Note Guarantor being a “specified entity” (as defined in subsection 18.4(1) of the Income Tax Act (Canada) as proposed in Bill C-59, which received first reading on November 30, 2023) in respect of the Holder or beneficial owner of Notes;

(xi) with respect to any Taxes imposed by Finland if such Taxes are imposed solely because the Payor is established in Finland and is required to withhold, declare and pay at source Finnish personal income tax of a Holder or beneficial owner of notes being a Finnish tax resident individual chargeable on interests or assimilated incomes yielding under the Notes in accordance with article 9 of the Finnish income tax act or the Finnish withholding tax act on interest paid to certain Finnish individuals or the Finnish act on tax prepayments; or

(xii) any combination of items (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) and (x).

Additional Amounts also shall not be paid with respect to any payment on any Note or Note Guarantee to a beneficial owner who is a fiduciary, a partnership (or entity treated as a partnership for tax purposes) or anyone other than the sole beneficial owner of that payment to the extent that payment would be required by the laws of the Relevant Taxing Jurisdiction to be included in the income, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, a member of that partnership or a beneficial owner who would not have been entitled to the Additional Amounts had that beneficiary, settlor, member or interest holder been the beneficial owner.

(c) The Payor or applicable withholding agent will (i) make any such withholding or deduction required by applicable law and (ii) timely remit the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law. The Payor, or the applicable withholding agent, will make reasonable efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Relevant Taxing Jurisdiction imposing such Taxes. The Payor, or the applicable withholding agent, will provide to the Trustee, within a reasonable time after the date the payment of any Taxes so deducted or withheld are due pursuant to applicable law, either a certified copy of tax receipts evidencing such payment, or, if such tax receipts are not reasonably available to the Payor, such other documentation that provides reasonable evidence of such payment by the Payor or the applicable withholding agent.

(d) Where Tax is payable pursuant to Regulation 803 of the Income Tax Act (Canada) by a Holder or beneficial owner of the Notes in respect of any amount payable under the Notes or any Note Guarantee to the Holder (other than by reason of a transfer of the Notes to a person resident in Canada with whom the transferor does not deal at arm's length for the purposes of such Act), but no Additional Amount is paid in respect of such Tax, the Payor will pay as or on account of interest to the Holder an amount equal to such Tax (a "**Regulation 803 Reimbursement**") plus an amount equal to any Tax required to be paid by the Holder or beneficial owner as a result of such Regulation 803 Reimbursement within 45 days after receiving from the Holder a notice containing reasonable particulars of the Tax so payable, provided such Holder or beneficial owner would have been entitled to receive Additional Amounts on account of such Tax (and only to the extent of such Additional Amounts that such Holder or beneficial owner would have been entitled to receive) but for the fact that it is payable otherwise than by deduction or withholding from payments made under or with respect to the Notes or any Note Guarantee.

(e) The Payor will deliver to the Trustee an Officers' Certificate stating that such Additional Amounts will be payable prior to the date on which such payments will be made, and the amounts so payable, and will set forth such other information necessary to enable the Trustee (or applicable paying agent) to pay such Additional Amounts to Holders on the payment date. Any such Officers' Certificate will be delivered a reasonable amount of time in advance of when the payments in question are required to be made (unless a shorter period of time is acceptable to the Trustee). The Payor will promptly publish a notice in accordance with Section 11.2 hereof stating that such Additional Amounts will be payable and describing the obligation to pay such amounts.

(f) The Payors, jointly and severally, will reimburse the Holders or beneficial owners of Notes, upon written request of such Holder or beneficial owner of Notes and certified proof of payment for the amount of (i) any Taxes levied or imposed by a Relevant Taxing Jurisdiction and payable by such Holder or beneficial owner in connection with payments made under or with respect to the Notes or any Note Guarantee; and (ii) any Taxes levied or imposed with respect to any reimbursement under the foregoing subclause (i) or this subclause (ii), so that the net amount received by such Holder or beneficial owner after such reimbursement will not be less than the net amount such Holder or beneficial owner would have received if the Taxes giving rise to the reimbursement described in clauses (i) and/or (ii) had not been imposed; *provided, however*, that the indemnification obligation provided for in this Section 4.18(f) shall not extend to Taxes imposed for which the Holder or beneficial owner of the Notes would not have been eligible to receive payment of Additional Amounts hereunder by virtue of clauses (i) through (xi) of

Section 4.18(b) hereof, or to the extent such Holder or beneficial owner received Additional Amounts with respect to such payments.

(g) In addition, the Payor will pay any stamp, issue, registration, court, documentary, excise or other similar Taxes, charges and duties, including interest and penalties with respect thereto, imposed by any Relevant Taxing Jurisdiction at any time in respect of the execution, issuance, registration or delivery of the Notes or any Note Guarantee or any other document or instrument referred to thereunder and any such Taxes, charges or duties imposed by any Relevant Taxing Jurisdiction at any time as a result of, or in connection with, (i) any payments made pursuant to the Notes or any Note Guarantee or any other such document or instrument referred to thereunder and/or (ii) the enforcement of the Notes or any Note Guarantee or any other such document or instrument referred to thereunder.

(h) The obligations described under this Section 4.18 will survive any termination, defeasance or discharge of this Indenture and will apply *mutatis mutandis* to any successor Person, to any Payor and to any jurisdiction in which such successor is organized (other than the United States, any state thereof or the District of Columbia), carrying on business or is otherwise resident for Tax purposes or any jurisdiction (other than the United States, any state thereof or the District of Columbia) from or through which payment is made by such successor or its respective agents.

(i) Whenever this Indenture refers to, in any context, the payment of principal, premium, if any, interest or any other amount payable under or with respect to any Note or under any Note Guarantee, such reference includes the payment of Additional Amounts or other payments that would be payable pursuant to this Section 4.18, if applicable.

Section 4.19 After-Acquired Property.

(a) Promptly following (but so long as the Credit Agreement is outstanding in no circumstance sooner than required with respect to the Credit Agreement) the acquisition by the Issuer or any Note Guarantor of any After-Acquired Property that is required to become Collateral under this Indenture or any Collateral Document or upon any new Subsidiary becoming a Note Guarantor, the Issuer or such Note Guarantor shall, subject to the Agreed Security Principles, if applicable, within 120 days (or such longer period as permitted by the Credit Agreement Collateral Agent under the Credit Agreement), and subject to the limitations set forth herein, including the remaining clauses below, (i) provide a Lien over such property consistent with the Liens granted over similar property in the applicable jurisdiction (or in the case of any jurisdiction where no Liens were previously granted, to the extent customary and reasonably achievable under applicable local law) (or, in the case of a new Note Guarantor, all of its property (other than Excluded Assets) consistent with the Liens granted over similar property in the applicable jurisdiction (or in the case of any jurisdiction where no Liens were previously granted, to the extent customary and reasonably achievable under applicable local law)) in favor of the Notes Collateral Agent and (ii) execute and deliver such mortgages, deeds of trust, security instruments, financing statements, certificates and opinions of counsel as shall be necessary to vest in the Notes Collateral Agent a perfected security interest, subject only to Permitted Liens and the Perfection Requirements, in such After-Acquired Property or in the Collateral of such Note Guarantor and to have such After-Acquired Property or such Collateral (but subject to the limitations set forth in the Collateral Documents and/or otherwise in this Indenture) added to the Collateral, and thereupon all provisions of this Indenture relating to the Collateral shall be deemed to relate to such After-Acquired Property or Collateral to the same extent and with the same force and effect; *provided, however*, that if granting such security interest in such After-Acquired Property or Collateral requires the consent of a third party, to the extent such actions are also taken with respect to the Credit Agreement, the Issuer will use commercially reasonable efforts to obtain such consent with respect to the security interest in favor of the Notes Collateral Agent for the benefit of the Trustee and the Notes Collateral Agent on behalf of the Holders of the Notes; *provided further, however*, that if such third party does not consent to the granting of such security interest after the use of such commercially reasonable efforts, the Issuer or such Note Guarantor, as the case may be, will not be required to provide such security interest.

(b) Notwithstanding anything in this Indenture or the Collateral Documents to the contrary, in addition to the other exceptions and limitations described in the Collateral Documents, and notwithstanding any action that is taken in favor of the lenders and/or secured parties under the Credit Agreement, it is agreed and understood that (i) none of the Issuer or any Note Guarantor will be required to (x) take any action to grant or

perfect a security interest in any asset located outside of a Covered Jurisdiction or (y) execute any security agreement, pledge agreement, mortgage, deed, charge or other collateral document governed by the laws of any jurisdiction other than a Covered Jurisdiction, (ii) none of the Issuer or any Note Guarantor will be required to take any action to perfect a security interest in the Collateral in any jurisdiction other than the jurisdiction in which the Issuer or such Note Guarantor is organized or, in the case of a security interest in equity, a Covered Jurisdiction, (iii) none of the Issuer or any Note Guarantor will be required to take any action to perfect any lien with respect to (x) any vehicle or other asset subject to a certificate of title, or any retention of title, extended retention of title rights, or similar rights and/or (y) letter-of-credit rights, in each case to the extent that a security interest therein cannot be perfected by filing a financing statement under the UCC (or similar filings in foreign jurisdictions) without the requirement to list any VIN, serial or other number, (iv) mortgages shall only be required in respect of fee-owned real property with a fair market value in excess of \$50.0 million (a) as of the Issue Date, with respect to any such property owned by the Issuer or any Note Guarantor as of the Issue Date, or (b) as of the date of acquisition thereof, with respect to any such property acquired by the Issuer or any Note Guarantor after the Issue Date and, in the case of any such property located in the United States, so long as such property is not located in a flood hazard area, (v) landlord waivers, estoppels, collateral access agreements or similar rights and agreements shall not be required, (vi) the creation or perfection of any security interests through or by “control” (including control agreements) shall not be required with respect to any Collateral (other than in respect of certain material intercompany debt owing to the Issuer or any Note Guarantor (if applicable) and certificated equity interests to the extent otherwise required to be pledged, charged or assigned) and (vii) the Collateral shall not include any property for which the burden or cost (including adverse tax or regulatory consequences) of obtaining or perfecting a security interest therein would outweigh the benefit to the Holders of the Notes as determined in good faith by the Parent, so long as, in the case of clause (vii), such property does not constitute collateral for the Credit Agreement (this paragraph, the “**Perfection Requirements**”). The Collateral of the Issuer or any Note Guarantor organized in a Covered Jurisdiction other than the United States or Canada shall also be subject to the Agreed Security Principles.

(c) Additionally, (i) no action shall be required to create or perfect a Lien in any asset in respect of which the creation or perfection of a security interest therein would (1) be prohibited by enforceable anti-assignment provisions set forth in any contract directly relating to such asset (at the time of acquisition thereof and not incurred in contemplation thereof (except if contemplated in connection with any licensing arrangement permitted hereunder)) that is permitted or otherwise not prohibited by the terms of the indenture, (2) violate the terms of any contract directly relating to such asset (at the time of acquisition thereof and not incurred in contemplation thereof (except if contemplated in connection with any licensing arrangement permitted hereunder)) that is permitted or otherwise not prohibited by the terms of the indenture, in each case, after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law or (3) trigger termination of any contract directly relating to such asset (at the time of acquisition thereof and not incurred in contemplation thereof (except if contemplated in connection with any licensing arrangement permitted hereunder)) that is permitted or otherwise not prohibited by the terms of the indenture pursuant to any “change of control” or similar provision (in each case after giving effect to any applicable anti-assignment provisions of the UCC or other applicable law), it being understood that the Collateral shall include any proceeds and/or receivables arising out of any contract described in this clause (other than Excluded Assets) to the extent the assignment of such proceeds or receivables is expressly deemed effective under the UCC or other applicable Requirements of Law notwithstanding the relevant prohibition, violation or termination right, (ii) neither the Issuer nor any Note Guarantor shall be required to create or perfect a security interest in any asset to the extent the creation or perfection of a security interest in such asset would (A) be prohibited under any applicable Requirements of Law, after giving effect to any applicable anti-assignment provision of the UCC or other applicable law and other than proceeds thereof to the extent that the assignment of such proceeds is effective under the UCC or other applicable Requirements of Law notwithstanding such Requirements of Law and/or (B) require any governmental consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained), after giving effect to any applicable anti-assignment provision of the UCC or other applicable law and other than proceeds thereof to the extent that the assignment of such proceeds is effective under the UCC or other applicable Requirements of Law notwithstanding such consent or restriction, (iii) any joinder or supplement to the indenture, any Note Guarantee, any Collateral Document, any intercreditor agreement and/or other document executed by any Restricted Subsidiary that is required to become a Note Guarantor under Section 4.14 include such amendments as may be necessary to qualify any representation or warranty set forth in any such document to the extent necessary to ensure that such representation or warranty is true and correct to the extent required thereby or by the terms of any other such document and (iv) (A) none of the Issuer nor any Note Guarantor will be required to take any action required under the Federal Assignment of Claims Act or

any similar law and (B) no Person with a security interest in the Collateral will be permitted to exercise any right of setoff in respect of any account maintained solely for the purpose of receiving and holding government receivables.

(d) Notwithstanding anything in this Indenture or the Collateral Documents to the contrary, so long as the Credit Agreement is outstanding, the Issuer and the Note Guarantors will not be required to grant liens on any asset in any jurisdiction where such assets can be pledged to only one secured party pursuant to local laws governing such collateral or local practice applicable to such collateral.

(e) Notwithstanding anything in this Indenture or the Collateral Documents to the contrary, the Issuer and the Note Guarantors will not be required to (i) perfect by control any security interest in deposit accounts, securities accounts, commodities accounts or similar accounts or (ii) perfect a security interest in any asset if such asset does not constitute “Collateral” (or an equivalent term) under the Credit Agreement security documents or where the Issuer and the Note Guarantors are not required to take such actions under the Credit Agreement security documents.

(f) The Agreed Security Principles and any Collateral Document may provide that the amount recoverable in respect of the Collateral provided by the Note Guarantors will be limited as necessary to (1) prevent such Collateral from being in breach of any applicable law, (2) avoid any general legal limitations such as general statutory limitations, financial assistance, corporate benefit, “thin capitalization” rules, retention of title claims or similar matters or (3) avoid a conflict with the fiduciary duties of such company’s directors, contravention of any legal prohibition or regulatory condition, or the material risk of personal or criminal liability for any officers or directors, in each case as determined by the Issuer in its sole discretion.

(g) The limitations set forth in clauses (b) through (f) above, together with the Agreed Security Principles, are referred to as the “**Applicable Collateral Limitations.**”

Section 4.20 No Impairment of the Security Interests. Except as otherwise permitted under this Indenture (including, for the avoidance of doubt, pursuant to a transaction otherwise permitted by this Indenture), the First Lien Intercreditor Agreement and the Collateral Documents, none of the Issuer nor any of the Note Guarantors shall be permitted to take any action, or knowingly omit to take any action, which action or omission would have the result of materially impairing the security interest with respect to the Collateral in favor of the Notes Collateral Agent for the benefit of the Trustee, the Notes Collateral Agent and the Holders of the Notes.

ARTICLE 5

MERGER, CONSOLIDATION OR SALE OF ASSETS

Section 5.1 Merger, Consolidation or Sale of Assets.

(a) The Parent and the Issuer shall not, directly or indirectly: (1) consolidate, amalgamate, or merge with or into another Person (whether or not the Parent or the Issuer is the surviving Person) or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Parent and its Restricted Subsidiaries, taken as a whole, in one or more related transactions, to another Person, unless:

(i) either (x) the Parent or the Issuer is the surviving Person; or (y) the Person formed by or surviving any such consolidation, amalgamation, or merger (if other than the Parent or the Issuer) or to which such sale, assignment, transfer, conveyance or other disposition has been made is organized and validly existing under the laws of the U.S., any state of the U.S. or the District of Columbia or under the laws of Canada or any province thereof, the United Kingdom, any member state of the European Union as in effect on the Issue Date, Bermuda, Cayman Islands, any Channel Island or Switzerland;

(ii) the Person formed by or surviving any such consolidation, amalgamation or merger (if other than the Parent or the Issuer) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made expressly assumes all the obligations of the Parent or the Issuer under the Notes or the Note Guarantee (as applicable), this Indenture and the applicable Collateral Documents;

(iii) immediately after such transaction, no Event of Default exists;

(iv) in the case of the Parent, either (a) the Parent or the Person formed by or surviving any such consolidation, amalgamation or merger (if other than the Parent), or to which such sale, assignment, transfer, conveyance or other disposition has been made shall, on the date of such transaction after giving *pro forma* effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least \$1.00 of additional Indebtedness pursuant to Section 4.9(a) hereof or (b) the Parent or the Person formed by or surviving any such consolidation, amalgamation or merger (if other than the Parent) or to which such sale, assignment, transfer, conveyance or other disposition has been made would, on the date of such transaction after giving *pro forma* effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, have an Interest Coverage Ratio for such Person and its Restricted Subsidiaries that would be equal to or greater than such ratio for such Person and its Restricted Subsidiaries immediately prior to such action or have a Total Leverage Ratio for such Person and its Restricted Subsidiaries that would be equal to or lower than such ratio for such Person and its Restricted Subsidiaries immediately prior to such action; and

(v) the Issuer has delivered to the Trustee an Officers' Certificate stating that such consolidation, amalgamation, merger, conveyance, transfer or lease and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, complies with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

(b) The Parent may not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person.

(c) The Parent will not permit any Note Guarantor to, directly or indirectly, (1) consolidate, amalgamate or merge with or into another Person; or (2) sell, assign, transfer, convey or otherwise dispose (collectively, "**dispose**") of all or substantially all of its properties or assets, in one or more related transactions, to another Person unless:

(i) except in the case of a Note Guarantor (x) that has disposed of all or substantially all of its assets, whether through a merger, amalgamation, consolidation or sale of Capital Stock or assets or (y) that, as a result of the disposition of all or a portion of its Capital Stock, ceases to be a Subsidiary of the Parent, in both cases in compliance with Section 4.13 hereof, the resulting, surviving or transferee Person (if not such Note Guarantor) shall expressly assume, by a Note Guarantee agreement and applicable Collateral Documents, all the obligations of such Note Guarantor under its Note Guarantee; and

(ii) immediately after such transaction, no Event of Default exists.

(d) Notwithstanding the foregoing: (A) any Restricted Subsidiary may consolidate or amalgamate with, merge into or transfer all or part of its properties and assets to the Issuer or any Note Guarantor and (B) the Parent or the Issuer may merge or amalgamate with an Affiliate of the Parent solely for the purpose of reincorporating the Parent or the Issuer in another jurisdiction within the United States of America, any state thereof or the District of Columbia, Canada or any province thereof, the United Kingdom, any member state of the European Union as in effect on the Issue Date, Bermuda, Cayman Islands, any Channel Island, Singapore or Switzerland or converting the Parent or the Issuer into a limited liability company organized under the United States of America, any state thereof or the District of Columbia, Canada or any province thereof, the United Kingdom, any member state of the European Union as in effect on the Issue Date, Bermuda, Cayman Islands, any Channel Island, Singapore or Switzerland.

(e) Notwithstanding anything to the contrary in this Indenture, the Parent may consummate a Permitted Reorganization. If in connection with such Permitted Reorganization, a new company is created that directly or indirectly wholly owns the Parent, then, so long as such new company is an obligor on the Notes (as an issuer or guarantor), the Parent may choose to have the covenants in this Indenture apply from and after such time to such new company and its Restricted Subsidiaries, rather than to the Parent and its Restricted Subsidiaries, and all

references thereafter in the Notes, this Indenture and the Collateral Documents to the Parent shall refer to such company.

Section 5.2 Successor Substituted. Upon any consolidation of the Issuer with, or merger or amalgamation of the Issuer into, any other Person or any conveyance, transfer or lease of all or substantially all of the properties and assets of the Issuer in accordance with Section 5.1 hereof, the successor Person formed by such consolidation or into which the Issuer is merged or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture with the same effect as if such successor Person had been named as the Issuer herein, and thereafter, except in the case of a lease, the predecessor Person shall be relieved of all obligations and covenants under this Indenture and the Notes.

ARTICLE 6

DEFAULT AND REMEDIES

Section 6.1 Events of Default. Each of the following is an “**Event of Default**” with respect to the Notes:

- (a) default in the payment of any principal of (including, without limitation, any premium, if any, on) the Notes when the same becomes due and payable (whether at maturity, upon a Redemption Date, Change of Control Purchase Date, Purchase Date or otherwise);
- (b) default in the payment of any interest payable on Notes when the same becomes due and payable and the default continues for a period of 30 days;
- (c) failure by the Parent or any of its Restricted Subsidiaries:
 - (i) to comply with the provisions of Sections 3.8, 3.14 or 4.13 of this Indenture, which failure remains uncured for 30 days after written notice to the Issuer from the Trustee or to the Issuer and the Trustee from the Holders of at least 30% in aggregate principal amount of the Notes then outstanding; or
 - (ii) to comply with Section 5.1 of this Indenture;
- (d) the Parent or any of its Restricted Subsidiaries fails to comply with any of the other covenants contained in the Notes, the Collateral Documents or this Indenture and the default continues for 60 days (or 120 days in the case of the provisions of Section 4.3) after written notice to the Issuer from the Trustee or to the Issuer and the Trustee from the Holders of at least 30% in aggregate principal amount of the Notes then outstanding;
- (e) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Parent or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Parent or any of its Restricted Subsidiaries) (other than Indebtedness held exclusively by the Parent or any Restricted Subsidiary), whether such Indebtedness or Guarantee now exists, or is created after the Issue Date, if that default:
 - (i) is caused by a failure to pay principal when due on such Indebtedness within any applicable grace period provided in such Indebtedness (a “**Payment Default**”); or
 - (ii) results in the acceleration of such Indebtedness prior to its express maturity,and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates to the greater of \$110.0 million and 20.0% of LTM Consolidated Adjusted EBITDA or more;

(f) failure by the Parent or any of its Restricted Subsidiaries to pay final non-appealable judgments aggregating in excess of the greater of \$110.0 million and 20.0% of LTM Consolidated Adjusted EBITDA, which judgments are not paid, discharged, stayed or subject to insurance for a period of 60 days after becoming final;

(g) any Note Guarantee by the Parent or a Significant Subsidiary ceases to be in full force and effect in all material respects (except as contemplated by the terms thereof) or any Note Guarantor that is the Parent or a Significant Subsidiary denies or disaffirms such Note Guarantor's obligations under this Indenture or any Note Guarantee and such Default continues for 10 days after receipt of the notice as specified in this Indenture;

(h) unless such Liens have been released in accordance with the provisions of the applicable Collateral Documents, Liens with respect to all or substantially all of the Collateral cease to be valid or enforceable, or the Issuer shall assert or any Note Guarantor shall assert, in any pleading in any court of competent jurisdiction, that any such security interests are invalid or unenforceable and, in the case of any such Note Guarantor, the Issuer fails to cause such Note Guarantor to rescind such assertions within 30 days after the Issuer has actual knowledge of such assertions;

(i) the Parent, the Issuer, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, pursuant to or within the meaning of any Debtor Relief Law:

- (i) commences a voluntary case or proceeding;
- (ii) consents to the entry of an order for relief against it in an involuntary case or proceeding;
- (iii) consents to the appointment of a Custodian of it or for all or substantially all of its property; or
- (iv) makes a general assignment for the benefit of its creditors; and

(j) a court of competent jurisdiction enters an order or decree under any Debtor Relief Law that:

(i) is for relief against the Issuer, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary in an involuntary case or proceeding;

(ii) appoints a Custodian of the Issuer, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary or for all or substantially all of the property of the Issuer, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary; or

(iii) orders the liquidation of the Issuer, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary;

and in each case the order or decree described in this clause (j) remains unstayed and in effect for 60 consecutive days.

Any notice given pursuant to Section 6.1(d) hereof must be in writing and must specify the Default, demand that it be remedied and state that the notice is a "**Notice of Default.**" When any Default under this Section 6.1 is cured, it ceases.

Section 6.2 Acceleration. If an Event of Default (other than an Event of Default specified in clause (i) or (j) of Section 6.1 hereof with respect to the Issuer) with respect to the Notes occurs and is continuing, the Trustee may, by notice to the Issuer, or the Holders of at least 30% in aggregate principal amount of the Notes then

outstanding may, by notice to the Issuer and the Trustee, declare all unpaid principal to the date of acceleration on the Notes then outstanding (if not then due and payable) to be due and payable upon any such declaration, and the same shall become and be immediately due and payable. If an Event of Default specified in clause (i) or (j) of Section 6.1 hereof with respect to the Issuer occurs, all unpaid principal (including, without limitation, any premium, if any, then outstanding), and accrued interest, if any, on the Notes then outstanding shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. The Holders of a majority in aggregate principal amount of Notes then outstanding by notice to the Trustee may rescind an acceleration and its consequences if (a) all existing Events of Default, other than the nonpayment of the principal of Notes which has become due solely by such declaration of acceleration, have been cured or waived; (b) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction; and (c) all payments due to the Trustee and any predecessor Trustee (in each of its capacities hereunder) under Section 7.6 hereof in respect of the Notes have been made. No such rescission shall affect any subsequent default or impair any right consequent thereto.

Notwithstanding anything to the contrary set forth above, a notice of Default may not be given with respect to any action taken, and reported publicly or to Holders, more than two years prior to such notice of Default.

Any notice of Default, notice of acceleration or instruction to the Trustee to provide a notice of Default, notice of acceleration or take any other action (a “**Noteholder Direction**”) provided by any one or more Holders (other than any Holder that is a Regulated Bank) (each a “**Directing Holder**”) must be accompanied by a written representation from each such Holder to the Issuer and the Trustee that such Holder is not (or, in the case such Holder is DTC or its nominee, that such Holder is being instructed solely by beneficial owners that have represented to such Holder that they are not) Net Short (a “**Position Representation**”), which representation, in the case of a Noteholder Direction relating to a notice of Default shall be deemed repeated at all times until the resulting Event of Default is cured or otherwise ceases to exist or the Notes are accelerated. In addition, each Directing Holder is deemed, at the time of providing a Noteholder Direction, to covenant to provide the Issuer with such other information as the Issuer may reasonably request from time to time in order to verify the accuracy of such Directing Holder’s Position Representation within five Business Days of request therefor (a “**Verification Covenant**”). In any case in which the Holder is DTC or its nominee, any Position Representation or Verification Covenant required hereunder shall be provided by the beneficial owner of such Notes in lieu of DTC or its nominee and DTC shall be entitled to conclusively rely on such Position Representation and Verification Covenant in delivering its direction to the Trustee. If, following the delivery of a Noteholder Direction, but prior to the acceleration of the Notes, the Issuer determines in good faith that there is a reasonable basis to believe a Directing Holder providing such Noteholder Direction was, at any relevant time, in breach of its Position Representation and the Issuer provides to the Trustee (a) an Officers’ Certificate certifying that the Issuer has a good faith reasonable basis to believe that one or more Directing Holders were at any relevant time in breach of their Position Representation or their Verification Covenant and (b) evidence that the Issuer has filed papers with a court of competent jurisdiction seeking a determination that such Directing Holder was, at such time, in breach of its Position Representation, and seeking to invalidate any Event of Default that resulted from the applicable Noteholder Direction, the cure period with respect to such Event of Default shall be automatically stayed pending a final and non-appealable determination of a court of competent jurisdiction on such matter. If, following the delivery of a Noteholder Direction, but prior to acceleration of the Notes, the Issuer provides to the Trustee such Officers’ Certificate stating that a Directing Holder failed to satisfy its Verification Covenant, the cure period with respect to any Event of Default that resulted from the applicable Noteholder Direction shall be automatically stayed pending satisfaction of such Verification Covenant. Any breach of the Position Representation shall result in such Directing Holder’s participation in such Noteholder Direction being disregarded; and, if, without the participation of such Directing Holder, the percentage of the Notes held by the remaining Holders that provided such Noteholder Direction would have been insufficient to validly provide such Noteholder Direction, such Noteholder Direction shall be void ab initio (other than any indemnity and/or security such Directing Holder may have offered or provided to the Trustee or the Notes Collateral Agent), with the effect that such Event of Default shall be deemed never to have occurred. If the Directing Holder has satisfied its Verification Covenant (and the Issuer has not determined in good faith that there is a reasonable basis to believe such Verification Covenant has not been satisfied as set forth above), then the Trustee and the Notes Collateral Agent, if applicable, shall be permitted to act in accordance with such Noteholder Direction. Notwithstanding the above, if such Directing Holder’s participation is not required to achieve the requisite level of consent of Holders required under this Indenture to give such Noteholder Direction, the Trustee and the Notes Collateral Agent, if applicable, shall be permitted to act in accordance with such Noteholder Direction notwithstanding any action taken

or to be taken by the Issuer (as described above). In addition, for the avoidance of doubt, this paragraph shall not apply to any Holder that is a Regulated Bank; *provided* that if a Regulated Bank is a Directing Holder or a beneficial owner directing DTC, it shall provide a written representation to the Issuer that it is a Regulated Bank.

For the avoidance of doubt, each of the Trustee and the Notes Collateral Agent shall be entitled to conclusively rely on any Noteholder Direction, Position Representation, Verification Covenant, Officers' Certificate or other document delivered to it in accordance with this Indenture, shall have no duty to monitor, investigate, verify or otherwise determine if a Holder has a Net Short Position or to inquire as to or investigate the accuracy of any Position Representation or determine whether it complies with the provisions of this Indenture, enforce compliance with any Verification Covenant, monitor any court proceedings undertaken in connection therewith, inquire if the Issuer will seek action to determine if a Directing Holder has breached its Position Representation, monitor or investigate whether any Default or Event of Default has been publicly reported, verify any statements in any Officers' Certificate delivered to it, or otherwise make calculations, investigations or determinations with respect to Derivative Instruments, Net Shorts, Long Derivative Instruments, Short Derivative Instruments or otherwise and shall have no liability for ceasing to take any action or staying any remedy, staying any remedy or otherwise failing to act in accordance with a Noteholder Direction as provided for herein. Neither the Trustee nor the Notes Collateral Agent shall have any liability to the Issuer, any Holder or any other Person in acting in good faith on a Noteholder Direction, or for determining whether any Holder has delivered a Position Representation, such Position Representation conforms with the requirements of this Indenture or any other agreement or any Holder is a Regulated Bank.

Each Holder by accepting a Note acknowledges and agrees that neither the Trustee nor the Notes Collateral Agent (nor any agent) shall be liable to any person for acting or refraining to act in accordance with (i) the foregoing provisions of this Section 6.2, (ii) any Noteholder Direction, (iii) any Officers' Certificate or (iv) its duties under this Indenture, as the Trustee or the Notes Collateral Agent, if applicable, may determine in its sole discretion. Each Holder by accepting a Note consents to the delivery of its Position Representation by the Trustee to the Issuer, in accordance with the provisions of this Section 6.2, and each such Holder and subsequent purchaser of the Notes waives any and all claims, in law and/or in equity, against the Trustee and the Notes Collateral Agent and agrees not to commence any legal proceedings against the Trustee or the Notes Collateral Agent in respect of any action that the Trustee or the Notes Collateral Agent takes in accordance with the foregoing, or arising out of or in connection with following instructions or taking actions in accordance with a Noteholder Direction.

Section 6.3 Other Remedies. If an Event of Default occurs and is continuing in respect of the Notes, the Trustee may, but shall not be obligated to, pursue any available remedy by proceeding at law or in equity to collect the payment of the principal of or interest on the Notes or to enforce the performance of any provision of such Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Noteholder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative to the extent permitted by law.

Section 6.4 Waiver of Defaults and Events of Default. Subject to Sections 6.7 and 9.2 hereof, the Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may waive an existing Default or Event of Default and its consequences, except a Default or Event of Default in the payment of the principal of, premium, if any, or interest on any Notes when due or any Default or Event of Default in respect of any provision of this Indenture or the Notes which, under Section 9.2 hereof, cannot be modified or amended without the consent of the Holder of each Note affected (with respect to any Notes held by a non-consenting Holder). When a Default or Event of Default is waived, it is cured and ceases.

Section 6.5 Control by Majority. The Holders of a majority in aggregate principal amount of the Notes then outstanding may direct the time, method and place of conducting any proceeding for exercising any remedy or power available to the Trustee or the Notes Collateral Agent or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that it determines conflicts with law or this Indenture, that the Trustee determines may be unduly prejudicial to the rights of another Holder of Notes (it being understood

that the Trustee has no duty to determine if a directed action is prejudicial to any Holders) or the Trustee, or that may involve the Trustee in personal liability unless the Trustee is offered indemnity and/or security satisfactory to it; *provided, however*, that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction. Prior to taking any such action under this Section 6.5, the Trustee or the Notes Collateral Agent, as applicable, shall be entitled to indemnification and/or security satisfactory to it against all fees, losses, liabilities and expenses (including attorney's fees and expenses) that may be caused by taking or not taking such action.

Section 6.6 Limitations on Suits. A Holder may not pursue any remedy with respect to this Indenture or the Notes (except actions for payment of overdue principal, premium, if any, or interest) unless:

- (a) the Holder gives to the Trustee written notice of a continuing Event of Default;
- (b) the Holders of at least 30% in aggregate principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;
- (c) such Holder or Holders offer to the Trustee indemnity and/or security satisfactory to the Trustee against any loss, liability or expense;
- (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity and/or security; and
- (e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in aggregate principal amount of the Notes.

Section 6.7 Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture, with respect to the Notes, the contractual right of any Holder of a Note to receive payment of the principal of, or interest on such Note, on or after the respective due dates expressed in such Note and this Indenture and to bring suit for the enforcement of any such payment on or after such respective dates, is absolute and unconditional and shall not be impaired or affected without the consent of the Holder.

Section 6.8 Collection Suit by Trustee. If an Event of Default in the payment of principal or interest specified in clause (a) or (b) of Section 6.1 hereof occurs and is continuing with respect to the Notes, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer or another obligor on the Notes for the whole amount of principal and accrued interest remaining unpaid, together with, to the extent that payment of such interest is lawful, interest on overdue principal and overdue installments of interest, in each case at a rate equal to the interest rate then in effect on such Note and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.9 Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Notes Collateral Agent (including any claim for the compensation, expenses, disbursements and advances of the Trustee and the Notes Collateral Agent, and the reasonable compensation, expenses and disbursements of their agents and counsel) and the Holders allowed in any judicial proceedings relative to the Issuer (or any other obligor on the Notes), its creditors or its property and shall be entitled and empowered to collect and receive any money or other property payable or deliverable on any such claims and to distribute the same, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the compensation, expenses, disbursements and advances of the Trustee or the Notes Collateral Agent, their agents and counsel, and any other amounts due to the Trustee or the Notes Collateral Agent under Section 7.6 hereof, and to the extent that such payment of the compensation, expenses, disbursements and advances in any such proceedings shall be denied for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other property which the Holders may be entitled to receive in such proceedings, whether in liquidation or under any plan of reorganization or arrangement or otherwise.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to, or, on behalf of any Holder, to authorize, accept or adopt any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10 Priorities. If the Trustee or the Notes Collateral Agent (or its bailee) collect any money pursuant to this Article 6, including upon realization of the Collateral, but subject to the First Lien Intercreditor Agreement, it shall pay out the money in the following order:

First, to the Trustee (in each of its capacities hereunder) and the Notes Collateral Agent for amounts due under this Indenture, without limitation, under Section 7.6 hereof, and the other Note Documents;

Second, to Holders for amounts due and unpaid on the Notes for principal and interest ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for principal and interest respectively; and

Third, to the extent of any excess of such proceeds to the payment to or upon the order of the applicable Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 6.10.

Section 6.11 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit made by the Trustee, a suit by a Holder pursuant to Section 6.7 hereof, or a suit by Holders of more than 10% in aggregate principal amount of the Notes then outstanding.

Section 6.12 Rights and Remedies Cumulative. Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in Section 2.7 hereof, no right or remedy herein conferred upon or reserved to the Trustee, the Notes Collateral Agent or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion of employment of any other appropriate right or remedy.

Section 6.13 Delay or Omission Not Waiver. No delay or omission of the Trustee, the Notes Collateral Agent or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article 6 or by law to the Trustee, the Notes Collateral Agent or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee, the Notes Collateral Agent or by the Holders, as the case may be.

ARTICLE 7

TRUSTEE

Section 7.1 Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) Except during the continuance of an Event of Default:

(A) the Trustee need perform only those duties as are specifically set forth in this Indenture and no others, and no implied covenants, duties or obligations shall be read into this Indenture against the Trustee; and

(B) in the absence of gross negligence, willful misconduct or bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. The Trustee, however, shall examine any certificates and opinions which by any provision hereof are specifically required to be delivered to the Trustee to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that:

(A) this paragraph does not limit the effect of subsection (b) of this Section 7.1;

(B) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer, unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(C) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.5 hereof.

(d) No provision of this Indenture or the Notes shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers unless the Trustee shall have received satisfactory indemnity and/or security in its opinion against potential costs and liabilities incurred by it relating thereto.

(e) Every provision of this Indenture that in any way relates to the Trustee is subject to subsections (a), (b), (c) and (d) of this Section 7.1.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) Neither the Trustee nor the Notes Collateral Agent shall be responsible to make any calculation with respect to any matter under this Indenture and/or the Notes Documents.

Section 7.2 Rights of Trustee. Subject to Section 7.1 hereof:

(a) The Trustee may rely conclusively on any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document, but the Trustee may (but shall not be obligated to) make such further inquiry or investigation into such facts or matters as it seems fit, and if the Trustee shall determine to make such further inquiry or investigation, it shall incur no liability or additional liability of any kind by reason of such inquiry or investigation. Delivery to the Trustee of any financial reports and statements of the Parent as provided herein is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive notice or knowledge of any information contained therein or determinable from information contained therein, including the Issuer's or the Parent's

Company's compliance with any of their covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel (or both), which shall conform to Section 11.4(b) hereof. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel.

(c) The Trustee may act through its agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

(e) The Trustee may consult with counsel of its selection, and the advice or opinion of such counsel as to matters of law shall be full and complete authorization and protection in respect of any such action taken, omitted or suffered by it hereunder or under the Notes in good faith and in accordance with the advice or opinion of such counsel.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee security and/or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(g) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney at the sole cost of the Issuer and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(h) The Trustee may request that the Issuer deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture or the Notes.

(i) The Trustee shall not be deemed to have notice of any Default or Event of Default unless written notice of any event which is in fact such a default is received by a responsible Trust Officer of the Trustee at the Corporate Trust Office, and such notice references the Issuer, the Notes and this Indenture. The Trustee shall not be responsible for monitoring the value of any Collateral that is released from the Liens hereunder.

(j) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder and under the other Notes Documents and to each agent, custodian and other Person employed to act hereunder.

(k) In no event shall the Trustee be responsible or liable for special, punitive, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(l) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, any epidemics, pandemics or similar outbreaks of infectious disease, loss or malfunctions of utilities, communications or computer (software and hardware) services;

it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

- (m) The permissive rights of the Trustee enumerated herein and in the other Note Documents shall not be construed as duties.
- (n) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.
- (o) In no event shall the Trustee be responsible or liable for any act or omission by the Notes Collateral Agent hereunder or under any Collateral Document.
- (p) In the event the Trustee shall be requested to provide any direction or instruction to the Notes Collateral Agent under this Indenture or in connection with any other Notes Document, the Trustee shall be entitled to first obtain, and to conclusively rely on, the written direction of the Holders of a majority in aggregate principal amount of the Notes and/or the Issuer, as applicable, directing it to provide such direction or instruction to the Notes Collateral Agent.

Section 7.3 Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or an Affiliate of the Issuer with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights. However, the Trustee is subject to Sections 7.9 and 7.10 hereof.

Section 7.4 Trustee's Disclaimer. The Trustee makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any statement in the Notes other than its certificate of authentication. The Trustee does not assume any responsibility for any failure or delay in performance or any breach by the Issuer or any Note Guarantor under any Notes Documents. The Trustee shall not be responsible to the Holders or any other Person for any recitals, statements, information, representations or warranties contained in any Notes Documents or in any certificate, report, statement, or other document referred to or provided for in, or received by the Trustee under or in connection with, any Notes Documents; the execution, validity, genuineness, effectiveness or enforceability of the First Lien Intercreditor Agreement of any other party thereto; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any Collateral, or the validity, effectiveness, enforceability, sufficiency, extent, perfection or priority of any Lien therein; the validity, enforceability or collectability of any Obligations; the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any obligor; or for any failure of any obligor to perform its Obligations under the Notes Documents.

Section 7.5 Notice of Default or Events of Default. If a Default or an Event of Default occurs and is continuing and if a Trust Officer of the Trustee has received written notice of such Default or Event of Default at its Corporate Trust Office and such notice references the Notes, the Issuer and this Indenture, the Trustee shall notify each Noteholder of the Default or Event of Default within 90 days after it is known by the Trustee. However, the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding notice is in the interests of Noteholders, except in the case of a Default or an Event of Default in payment of the principal (including premium, if any) of or interest on any Note.

Section 7.6 Compensation and Indemnity. The Issuer and each Note Guarantor, jointly and severally, shall pay to the Trustee from time to time such compensation (as agreed to from time to time by the Issuer and the Trustee in writing) for its services hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust). The Issuer, and each Note Guarantor, jointly and severally, shall pay or reimburse, promptly on demand, the Trustee upon request for all disbursements, expenses, taxes, fees and advances incurred or made by it. Such expenses may include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

Each of the Issuer and each Note Guarantor, jointly and severally, shall indemnify promptly on demand the Trustee or any predecessor Trustee (which for purposes of this Section 7.6 shall include its officers, directors,

employees and agents) for, and hold it harmless against, any and all damage, claim, loss, liability or expense including Taxes (other than Taxes based upon, measured by or determined by the income of the Trustee, including reasonable legal fees and expenses) incurred by it in connection with the acceptance or administration of its duties under this Indenture or any action or failure to act as authorized or within the discretion or rights or powers conferred upon the Trustee hereunder or thereunder including the costs, fees and expenses of the Trustee and the reasonable costs, fees and expenses of its counsel in defending itself against any claim (whether asserted by the Issuer, any Note Guarantor, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder or thereunder, whether asserted by the Issuer, any Note Guarantor, any Holder or any other Person and the costs, fees and expenses of enforcing this Indenture against the Issuer or any Note Guarantor (including this Section 7.6). The Trustee shall notify the Issuer promptly of any claim asserted against the Trustee for which it may seek indemnity. Failure by the Trustee to so notify the Issuer shall not relieve the Issuer of its obligations hereunder. The Issuer need not pay for any settlement effected without its prior written consent, which shall not be unreasonably withheld.

The Issuer and the Note Guarantors need not reimburse the Trustee for any expense or indemnify it against any loss or liability determined by a court of competent jurisdiction in a final non-appealable decision to have been caused by its own gross negligence or willful misconduct.

To secure the Issuer's and the Note Guarantors' payment obligations in this Section 7.6, the Trustee shall have a senior claim to which the Notes are hereby made subordinate on all money or property held or collected by the Trustee, except such money or property held in trust to pay the principal of and interest on the Notes. The obligations of the Issuer and the Note Guarantors under this Section 7.6 shall survive the satisfaction and discharge of this Indenture or the resignation or removal of the Trustee.

When the Trustee incurs expenses or renders services after an Event of Default specified in clause (i) or (j) of Section 6.1 hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under Debtor Relief Laws to the extent permitted by law. The provisions of this Section shall survive the termination of this Indenture.

Section 7.7 Replacement of Trustee. The Trustee may resign by so notifying the Issuer. The Holders of a majority in aggregate principal amount of the Notes then outstanding may remove the Trustee by so notifying the Trustee. The Issuer may remove the Trustee if:

- (a) the Trustee fails to comply with Section 7.9 hereof;
- (b) the Trustee is adjudged a bankrupt or an insolvent;
- (c) a Custodian or other public officer takes charge of the Trustee or its property; or
- (d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of the Trustee for any reason, the Issuer shall promptly appoint a successor Trustee. The resignation or removal of a Trustee shall not be effective until a successor Trustee shall have delivered the written acceptance of its appointment as described below.

If a successor Trustee does not take office within 20 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Issuer or the Holders of 10% in principal amount of the Notes then outstanding may petition any court of competent jurisdiction for the appointment of a successor Trustee at the expense of the Issuer.

If the Trustee fails to comply with Section 7.9 hereof, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Immediately after that, the retiring Trustee, upon payment of its charges hereunder, shall transfer all property held by it as Trustee of the Notes to the successor Trustee and be released from its obligations (exclusive of any

liabilities that the retiring Trustee may have incurred while acting as Trustee) hereunder, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee of the Notes under this Indenture. A successor Trustee shall mail notice of its succession to each affected Holder.

A retiring Trustee shall not be liable for the acts or omissions of any successor Trustee after its succession.

Notwithstanding replacement of the Trustee pursuant to this Section 7.7, the Issuer's obligations under Section 7.6 hereof shall continue for the benefit of the retiring Trustee.

Section 7.8 Successor Trustee by Merger, Etc. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust assets (including the administration of this Indenture) to, another corporation, the resulting, surviving or transferee corporation, without any further act, shall be the successor Trustee, *provided* such transferee corporation shall qualify and be eligible under Section 7.9 hereof. Such successor Trustee shall promptly mail notice of its succession to the Issuer and each affected Holder.

Section 7.9 Eligibility; Disqualification. The Trustee shall always satisfy the requirements of paragraphs (1), (2) and (5) of TIA Section 310(a). The Trustee (or its parent holding company) shall have a combined capital and surplus of at least \$50,000,000. If at any time the Trustee shall cease to satisfy any such requirements, it shall resign immediately in the manner and with the effect specified in this Article 7. The Trustee shall be subject to the provisions of TIA Section 310(b).

Section 7.10 Preferential Collection of Claims Against the Issuer. The Trustee shall comply with TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated therein.

Section 7.11 Collateral Documents; Intercreditor Agreements. By their acceptance of the Notes, the Holders hereby authorize and direct the Trustee and the Notes Collateral Agent, as the case may be, to execute and deliver a joinder to the First Lien Intercreditor Agreement and any joinders thereto (and any other Acceptable Intercreditor Agreement or other applicable intercreditor agreements referred to herein from time to time) and any other Collateral Documents in which the Trustee or the Notes Collateral Agent, as applicable, is named as a party, including any Collateral Documents executed after the Issue Date, binding the Holders to the terms thereof. It is hereby expressly acknowledged and agreed that, in doing so, the Trustee and the Notes Collateral Agent are (a) expressly authorized to make the representations attributed to Holders in any such agreements and (b) not responsible for the terms or contents of such agreements, or for the validity or enforceability thereof, or the sufficiency thereof for any purpose. Whether or not so expressly stated therein, in entering into, or taking (or forbearing from) any action under, the First Lien Intercreditor Agreements (or any other Acceptable Intercreditor Agreement or other applicable intercreditor agreements referred to herein from time to time) or any other Collateral Documents, the Trustee and the Notes Collateral Agent each shall have all of the rights, privileges, benefits, immunities, indemnities and other protections granted to it under this Indenture (in addition to those that may be granted to it under the terms of such other agreement or agreements). Each of the Holders by acceptance of the Notes agrees that upon the Notes Collateral Agent's entry into the First Lien Intercreditor Agreement, the Holders shall be subject to and bound by the provisions of the First Lien Intercreditor Agreement in their capacity as holders of Senior Class Debt and Additional First Lien Secured Parties (as each such term is defined in the First Lien Intercreditor Agreement).

Section 7.12 Limitation on Duty of Trustee in Respect of Collateral.

(a) Beyond the exercise of reasonable care in the custody thereof, the Trustee shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Trustee shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. The Trustee shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and

shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Trustee in good faith.

(b) The Trustee shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Trustee, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the Issuer or any Grantors to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral. The Trustee shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Indenture or the Collateral Documents by the Issuer, the Note Guarantors, the Grantors, the Credit Agreement Collateral Agent or the Notes Collateral Agent.

(c) In the event that the Trustee is required to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, in order to carry out any fiduciary or trust obligation for the benefit of another, which in the Trustee's sole discretion may cause the Trustee to be considered an "owner or operator" under any environmental laws or otherwise cause the Trustee to incur, or be exposed to, any environmental liability or any liability under any other federal, state or local law, the Trustee reserves the right, instead of taking such action, either to resign as Trustee or to arrange for the transfer of the title or control of the asset to a court appointed receiver. The Trustee will not be liable to any person for any environmental claims or any environmental liabilities or contribution actions under any federal, state or local law, rule or regulation by reason of the Trustee's or the Notes Collateral Agent's actions and conduct as authorized, empowered and directed hereunder or relating to any kind of discharge or release or threatened discharge or release of any hazardous materials into the environment.

ARTICLE 8

DEFEASANCE; SATISFACTION AND DISCHARGE OF INDENTURE

Section 8.1 Satisfaction and Discharge of Indenture. This Indenture shall cease to be of further effect with respect to the Notes and all Note Guarantees and Liens on Collateral securing the Notes will be released, and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture and release of such Guarantees and Liens, when

either

(i) all Notes theretofore authenticated and delivered (other than (i) Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.7 hereof and (ii) Notes for whose payment money has theretofore been deposited in trust and thereafter repaid to the Issuer as provided in Section 8.5 hereof) have been delivered to the Trustee for cancellation; or

(ii) all Notes not theretofore delivered to the Trustee for cancellation have become due and payable by reason of the mailing or transmission of a notice of redemption or otherwise or will become due and payable within one year and the Issuer has irrevocably deposited or caused to be irrevocably deposited cash in U.S. dollars, non-callable Government Securities or a combination thereof with the Trustee or a Paying Agent (other than the Issuer or any of their Affiliates) as trust funds in trust for the purpose of and in an amount sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal, premium, if any, and accrued interest to the date of maturity or redemption, *provided* that with respect to any redemption that requires the payment of the Applicable Premium, the amount deposited shall be sufficient for purpose of this Indenture to the extent that an amount is deposited with the Trustee equal to the Applicable Premium calculated by the Issuer as of the date of the notice of redemption, with any Applicable Premium deficit only required to be deposited with the Trustee on or prior to the date of redemption;

- (b) no Default or Event of Default has occurred and is continuing on the date of the deposit or will occur as a result of the deposit;
- (c) the Issuer has paid or caused to be paid all other sums payable under this Indenture by the Issuer, including without limitation, all amounts due to the Trustee (in each of its capacities hereunder) under this Indenture and the other Note Documents;
- (d) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward payment of the Notes at maturity or Redemption Date, as the case may be; and
- (e) the Issuer has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent herein relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Issuer to the Trustee under Section 7.6 hereof shall survive and, if cash in U.S. dollars, non-callable Government Securities or a combination thereof shall have been deposited with the Trustee pursuant to Section 8.1(a)(ii), the provisions of Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.12, 4.2 and 7.7, this Article 8 and Section 11.5, shall survive until the Notes have been paid in full.

Section 8.2 Legal Defeasance. The Issuer and the Note Guarantors shall be deemed to have paid and will be discharged from any and all obligations in respect of this Indenture and the Notes and the related Note Guarantees and have Liens on the Collateral securing the Notes released on the date of the deposit referred to in clause (a) of this Section 8.2, and the provisions of this Indenture shall no longer be in effect ("**Legal Defeasance**"), and the Trustee, at the expense of the Issuer, shall execute proper instruments acknowledging the same, except for the following provisions, which shall survive until otherwise terminated or discharged hereunder: (i) the rights of Holders of outstanding Notes to receive solely from the trust fund described in clause (a) below payments in respect of the principal of, premium, if any, and interest on the Notes when such payments are due, (ii) the Issuer's obligations with respect to the Notes under Article 2 and Section 4.2 hereof, (iii) the rights, powers, trusts, duties, protections, privileges, indemnities and immunities of the Trustee hereunder, including, without limitation, Section 7.6 hereof and the Issuer's obligations in connection therewith and (iv) this Section 8.2. Subject to compliance with this Section 8.2, the Issuer may exercise its option under this Section 8.2 notwithstanding the prior exercise of its option under Section 8.3 hereof. The following conditions shall apply to Legal Defeasance:

- (a) the Issuer shall have irrevocably deposited with the Trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as shall be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, or interest and premium, if any, on the outstanding Notes on the Stated Maturity or on the applicable Redemption Date, as the case may be, and the Issuer must specify whether the Notes are being defeased to their Stated Maturity or to a particular Redemption Date;
- (b) the Issuer shall have delivered to the Trustee an Opinion of Counsel (based on a ruling received from or published by the United States Internal Revenue Service or a change in the applicable U.S. federal income tax law since the Issue Date) in the United States reasonably acceptable to the Trustee to the effect that the beneficial owners of the outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;
- (c) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or an Event of Default resulting from the borrowing of funds to be applied to such deposit);
- (d) the Legal Defeasance shall not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than this Indenture) to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound; and

(e) the Issuer must deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance have been complied with.

After any such irrevocable deposit, the Trustee upon request shall acknowledge in writing the discharge of the Issuer's obligations under the Notes and this Indenture except for those surviving obligations in Section 8.1.

Section 8.3 Covenant Defeasance. The Issuer may omit to comply with any term, provision or condition set forth in clause (iv) of Section 5.1(a) hereof, and the Parent and its Restricted Subsidiaries may omit to comply with any term, provision or condition set forth in Section 3.8, Section 4.3, Sections 4.8 through 4.15 hereof and any breach of clauses (c), (d), (e), (f) or (g) of Section 6.1 hereof, or with respect to Significant Subsidiaries only, clauses (i) or (j) under Section 6.1 hereof shall be deemed not to be an Event of Default and all Guarantees and Liens shall be released on the date of deposit referred to in clause (a) of this Section 8.3 ("**Covenant Defeasance**"), if in each case:

(a) the Issuer shall have irrevocably deposited with the Trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as shall be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, or interest and premium, if any, on the outstanding Notes on the Stated Maturity or on the applicable Redemption Date, as the case may be, and the Issuer must specify whether the Notes are being defeased to their Stated Maturity or to a particular Redemption Date;

(b) the Issuer shall have delivered to the Trustee an Opinion of Counsel in the United States reasonably acceptable to such Trustee confirming that the beneficial owners of the outstanding Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the Covenant Defeasance had not occurred;

(c) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit);

(d) the Covenant Defeasance shall not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than this Indenture) to which the Issuer or any of its Subsidiaries is a party or by which the Issuer or any of its Subsidiaries is bound; and

(e) the Issuer must deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Covenant Defeasance have been complied with.

If the funds deposited with the Trustee to effect Covenant Defeasance are insufficient to pay the principal of and interest on the Notes when due, then the obligations of the Issuer and the Note Guarantors under this Indenture will be revived and no such defeasance will be deemed to have occurred.

Section 8.4 Application of Trust Money. Subject to the provisions of Section 8.5 hereof, the Trustee or a Paying Agent shall hold in trust, for the benefit of the Holders, all money deposited with it pursuant to Section 8.1, 8.2 or 8.3 hereof and shall apply the deposited money in accordance with this Indenture and the Notes to the payment of the principal of and interest on the Notes. The Issuer shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S. Government Obligations deposited pursuant to Section 8.2 and 8.3 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of outstanding Notes.

Section 8.5 Repayment to the Issuer. The Trustee and each Paying Agent shall promptly pay to the Issuer upon request any excess money (i) deposited with them pursuant to Section 8.1, 8.2 or 8.3 hereof and (ii) held by them at any time.

The Trustee and each Paying Agent shall pay to the Issuer upon request any money held by them for the payment of principal or interest that remains unclaimed for two years after a right to such money has matured;

provided, however, that the Trustee or such Paying Agent, before being required to make any such payment, may at the expense of the Issuer cause to be delivered to each Holder entitled to such money notice that such money remains unclaimed and that after a date specified therein, which shall be at least 30 days from the date of such mailing, any unclaimed balance of such money then remaining will be repaid to the Issuer. After payment to the Issuer, Holders entitled to money must look to the Issuer for payment as general creditors unless an applicable abandoned property law designates another person.

Section 8.6 Reinstatement. If the Trustee or any Paying Agent is unable to apply any money in accordance with Section 8.5 hereof by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.1, 8.2 or 8.3 hereof until such time as the Trustee or such Paying Agent is permitted to apply all such money or Government Securities in accordance with Section 8.4 hereof; *provided, however*, that if the Issuer has made any payment of the principal of or interest on any Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Notes to receive any such payment from the money or Government Securities held by the Trustee or such Paying Agent.

ARTICLE 9

AMENDMENTS, SUPPLEMENTS AND WAIVERS

Section 9.1 Without Consent of Holders. The Issuer, the Trustee and the Notes Collateral Agent, as applicable, may amend or supplement this Indenture, the Notes, any Collateral Document with respect to the Notes, the First Lien Intercreditor Agreement and any other intercreditor agreement (including any Acceptable Intercreditor Agreement) without notice to or consent of any Holder of Notes:

- (a) to comply with Section 5.1 hereof;
- (b) to cure any ambiguity, defect or inconsistency;
- (c) to provide for uncertificated Notes in addition to or in place of certificated Notes;
- (d) to provide for the assumption of the Issuer's or any Note Guarantor's obligations to Holders of Notes in the case of a consolidation or merger or sale of all or substantially all of the Issuer's or a Note Guarantor's assets;
- (e) to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect in any material respect the legal rights under this Indenture of any such Holder of Notes;
- (f) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA;
- (g) to conform the text of this Indenture, the Notes, the Note Guarantees, the Collateral Documents, the First Lien Intercreditor Agreement and any other intercreditor agreement to any provision of the section of the Offering Memorandum captioned "Description of the Notes";
- (h) to provide for the issuance of Additional Notes in accordance with the limitations set forth in this Indenture as of the date hereof;
- (i) to add additional Note Guarantees with respect to the Notes (including, with respect to the Note Guarantee of a Foreign Subsidiary, any amendment or supplement to the terms of such Note Guarantee as and to the extent necessary in order for such Foreign Subsidiary to provide a Note Guarantee in accordance with applicable law or the Agreed Guarantee Principles) or to confirm and evidence the release, termination or discharge of any Note

Guarantee with respect to such Notes when such release, termination or discharge is not prohibited under this Indenture;

- (j) to secure the Notes or the Note Guarantees or to add additional assets as Collateral;
- (k) to release Collateral from the Lien pursuant to this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement or any other intercreditor agreement when permitted or required by this Indenture, the Collateral Documents or the First Lien Intercreditor Agreement or such other intercreditor agreement;
- (l) to enter into any Acceptable Intercreditor Agreement; or
- (m) to appoint a successor Trustee or Notes Collateral Agent.

In addition, the Parent, the Issuer, the Trustee and the Notes Collateral Agent may amend the First Lien Intercreditor Agreement any other intercreditor agreement (including any other Acceptable Intercreditor Agreement) and the Collateral Documents to provide for the addition of any creditors or obligations to such agreements to the extent a *pari passu* lien for the benefit of such creditor is not prohibited by the terms of this Indenture and may enter into an intercreditor agreement (including any Acceptable Intercreditor Agreement) with creditors for whom a junior lien on the Collateral is to be granted, *provided* the Issuer delivers an Officers' Certificate to the Trustee and the Notes Collateral Agent certifying that the terms thereof are customary and that the Trustee and the Notes Collateral Agent are authorized to enter into an intercreditor agreement.

Section 9.2 With Consent of Holders. The Issuer, the Trustee and the Notes Collateral Agent, as applicable, may amend or supplement this Indenture, the Notes, the Collateral Documents, the First Lien Intercreditor Agreement and any other intercreditor agreement (including any other Acceptable Intercreditor Agreement) with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes). The Holders of at least a majority in aggregate principal amount of the Notes then outstanding may waive existing Defaults or compliance in a particular instance by the Issuer with any provision of this Indenture, such Notes or the Collateral Documents, the First Lien Intercreditor Agreement and any other intercreditor agreement (including any other Acceptable Intercreditor Agreement) without notice to any Holder (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, the Notes). However, notwithstanding the foregoing but subject to Section 9.4 hereof, without the written consent of each Holder of Notes affected hereby, an amendment, supplement or waiver, including a waiver pursuant to Section 6.4 hereof, may not (with respect to any Notes held by a non-consenting Holder):

- (a) reduce the principal amount of such Notes whose Holders must consent to an amendment, supplement or waiver;
- (b) reduce the principal of or change the Stated Maturity of any such Note or alter the provisions with respect to the redemption of such Notes (other than to provide for a shorter notice period or any other purely administrative change to the provisions with respect to the redemption of the Notes, and excluding, for the avoidance of doubt, provisions relating to Sections 3.8, 3.14 or 4.13 hereof);
- (c) reduce the rate of or change the time for payment of interest on any such Note;
- (d) make any such Note payable in money other than U.S. dollars;
- (e) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of such Notes to receive payments of principal of, or interest or premium, if any, on such Notes;
- (f) waive a redemption payment with respect to any such Note (excluding, for the avoidance of doubt, a payment required by Sections 3.8, 3.14 or 4.13 hereof);

- (g) impair the right to institute suit for the enforcement of any payment on or with respect to such Notes;
- (h) modify the Note Guarantees with respect to such Notes in any manner adverse in any material respect to the Holders of such Notes (other than, with respect to the Note Guarantee of a Foreign Subsidiary, as and to the extent necessary in order for such Foreign Subsidiary to provide a Note Guarantee in accordance with applicable law or the Agreed Guarantee Principles); or
- (i) make any change in the preceding amendment and waiver provisions with respect to the Notes.

In addition, except as set forth in Section 10.5 and Section 12.2 hereof, without the consent of Holders of at least 66⅔% in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), (i) no amendment or supplement may release the Note Guarantee of the Parent with respect to the Notes and (ii) no amendment or supplement may modify any Collateral Documents or the provisions in this Indenture dealing with Collateral or the Collateral Documents to the extent that such amendment or supplement would have the effect of releasing all or substantially all of the Liens securing the Notes (except as permitted by the terms of this Indenture and the Collateral Documents) or change or alter the priority of the security interests in the Collateral (unless otherwise expressly permitted hereunder).

It shall not be necessary for the consent of the Holders under this Section 9.2 to approve the particular form of any proposed amendment, supplement or waiver, but it shall be sufficient if such consent approves the substance thereof.

Section 9.3 Notice of Amendment, Supplement or Waiver. After an amendment, supplement or waiver under Section 9.1 or Section 9.2 becomes effective, the Issuer shall deliver to the Holders affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Issuer to deliver such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment, supplement or waiver.

Section 9.4 Revocation and Effect of Consents. Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder is a continuing consent by the Holder and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder or subsequent Holder may revoke the consent as to its Note or portion of a Note if the Trustee and the Notes Collateral Agent receives the notice of revocation before the date the amendment, supplement or waiver becomes effective.

After an amendment, supplement or waiver becomes effective, it shall bind every Holder, unless it makes a change described in any of clauses (a) through (i) of Section 9.2 hereof. In that case the amendment, supplement or waiver shall bind each Holder of a Note who has consented to it and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note.

Section 9.5 Notation on or Exchange of Notes. If an amendment, supplement or waiver changes the terms of a Note, the Trustee may require the Holder of the Note to deliver it to the Trustee. The Trustee may place an appropriate notation on the Note about the changed terms and return it to the Holder. Alternatively, if the Issuer or the Trustee so determines, the Issuer in exchange for the Note shall execute and, upon receipt of an Issuer Order, the Trustee shall authenticate a new Note that reflects the changed terms.

Section 9.6 Trustee and the Notes Collateral Agent to Sign Amendments, Etc. The Trustee and the Notes Collateral Agent shall sign any amendment or supplemental indenture authorized pursuant to this Article 9 if the amendment or supplemental indenture does not adversely affect the rights, duties, liabilities, indemnities or immunities of the Trustee or the Notes Collateral Agent (as applicable). If it does, the Trustee or the Notes Collateral Agent (as applicable) may, in its sole discretion (acting on its own initiative and not acting on the instructions or at the direction of the Holders), but need not sign it. In signing or refusing to sign such amendment or supplemental indenture, the Trustee or the Notes Collateral Agent (as applicable) shall be provided with and, subject to Section 7.1 hereof, shall be fully protected in relying upon, an Officers' Certificate and Opinion of Counsel stating that such

amendment or supplemental indenture is authorized or permitted by this Indenture and all conditions precedent in this Indenture to such execution have been complied with. The Issuer may not sign an amendment or supplemental indenture until its Board of Directors approves it in writing.

Section 9.7 Effect of Supplemental Indentures. Upon the execution of any supplemental indenture under this Article 9, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

ARTICLE 10

NOTE GUARANTEES

Section 10.1 Note Guarantees.

(a) Each of the Note Guarantors, jointly and severally, hereby unconditionally Guarantees (and subject in each case to the Agreed Guarantee Principles set forth in any notation of Note Guarantee, supplemental indenture, or as contemplated by Section 4.14(c) hereof) to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Issuer hereunder or thereunder that: (i) the due and punctual payment of principal, premium and interest on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, (ii) the due and punctual payment of interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuer to the Holders, the Trustee (in each of its capacities hereunder) or Notes Collateral Agent under this Indenture or any Note, shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof, and (iii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration pursuant to Section 6.2 hereof or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Note Guarantors shall be jointly and severally obligated to pay the same immediately. Each Note Guarantor shall agree that this is a Guarantee of payment and not a Guarantee of collection.

(b) Each of the Note Guarantors hereby agrees that its obligations with regard to its Guarantee shall be joint and several, unconditional, irrespective of the validity or enforceability of the Notes or the obligations of the Issuer under this Indenture, the absence of any action to enforce the same, the recovery of any judgment against the Issuer or any other obligor with respect to this Indenture, the Notes or the obligations of the Issuer under this Indenture or the Notes, any action to enforce the same or any other circumstances (other than complete performance) which might otherwise constitute a legal or equitable discharge or defense of a Note Guarantor. Each Note Guarantor further, to the extent permitted by law, hereby waives and relinquishes all claims, rights and remedies accorded by applicable law to guarantors and agrees not to assert or take advantage of any such claims, rights or remedies, including but not limited to: (i) any right to require any of the Trustee, the Holders or the Issuer (each a “**Benefited Party**”), as a condition of payment or performance by such Note Guarantor, to (A) proceed against the Issuer, any other guarantor (including any other Note Guarantor) of the obligations under the Note Guarantees or any other person, (B) proceed against or exhaust any security held from the Issuer, any such other guarantor or any other person, (C) proceed against or have resort to any balance of any deposit account or credit on the books of any Benefited Party in favor of the Issuer or any other person, or (D) pursue any other remedy in the power of any Benefited Party whatsoever; (ii) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of the Issuer including any defense based on or arising out of the lack of validity or the unenforceability of the obligations under the Note Guarantees or any agreement or instrument relating thereto or by reason of the cessation of the liability of the Issuer from any cause other than payment in full of the obligations under the Note Guarantees; (iii) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (iv) any defense based upon any Benefited Party’s errors or omissions in the administration of the obligations under the Note Guarantees, except behavior which amounts to bad faith; (v) (A) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of the Note Guarantees and any legal or equitable

discharge of such Note Guarantor's obligations hereunder and under its Note Guarantee, (B) the benefit of any statute of limitations affecting such Note Guarantor's liability hereunder and under its Note Guarantee or the enforcement hereof and thereof, (C) any rights to set-offs, recouplements and counterclaims and (D) promptness, diligence and any requirement that any Benefited Party protect, secure, perfect or insure any security interest or lien or any property subject thereto; (vi) notices, demands, presentations, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance of the Note Guarantees, notices of default under the Notes or any agreement or instrument related thereto, notices of any renewal, extension or modification of the obligations under the Note Guarantees or any agreement related thereto, and notices of any extension of credit to the Issuer and any right to consent to any thereof; (vii) to the extent permitted under applicable law, the benefits of any "One Action" rule; and (viii) any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of the Note Guarantees. Except as set forth in Section 10.5 hereof, each Note Guarantor covenants that its Note Guarantee shall not be discharged except by complete performance of the obligations contained in its Note Guarantee and this Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Note Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or the Note Guarantors, any amount paid to either the Trustee or such Holder, any Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(d) Each Note Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations of the Issuer guaranteed hereby. Each Note Guarantor shall further agree that, as between the Note Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (i) the maturity of the obligations guaranteed hereby may be accelerated as provided in Section 6.2 hereof for the purposes of any Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby and (ii) in the event of any declaration of acceleration of such obligations as provided in Section 6.2 hereof, such obligations (whether or not due and payable) shall forthwith become due and payable by the Note Guarantors for the purpose of any such Guarantee. The Note Guarantors shall have the right to seek contribution from any non-paying Note Guarantor so long as the exercise of such right does not impair the rights of the Holders under the applicable Guarantee.

Section 10.2 Execution and Delivery of Note Guarantees. To evidence its Guarantee set forth in Section 10.1 hereof, each Note Guarantor hereby agrees that a notation of such Note Guarantee substantially in the form of Exhibit B hereto (as modified to reflect Agreed Guarantee Principles to the extent contemplated by Section 4.14(c) hereof), shall be endorsed by an officer of such Note Guarantor, which notation shall be applicable to each Note authenticated and delivered by the Trustee, and that this Indenture shall be executed on behalf of such Note Guarantor by any of its Officers. Each of the Note Guarantors, jointly and severally, hereby agrees that its Guarantee set forth in Section 10.1 hereof shall remain in full force and effect notwithstanding any failure to endorse a notation of such Note Guarantee. If an officer or Officer whose signature is on this Indenture or on the Note Guarantee of a Note Guarantor no longer holds that office at the time the Trustee authenticates a Note, the Note Guarantee of such Note Guarantor shall be valid nevertheless. The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Note Guarantees set forth in this Indenture on behalf of the Note Guarantors.

Section 10.3 Limitation on Note Guarantor Liability. (a) Each Note Guarantor confirms, and by its acceptance of Notes, each Holder hereby confirms, that it is the intention of all such parties that any Guarantee of such Note Guarantor not constitute a fraudulent transfer or conveyance for purposes of any Debtor Relief Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar applicable law to the extent applicable to any Note Guarantee. To effectuate the foregoing intention, the Trustee and the Holders irrevocably agree, and the Note Guarantors irrevocably agree, that the obligations of such Note Guarantor under this Article 10 shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Note Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Note Guarantor in respect of the obligations of such other Note Guarantor under this Article 10, result in the obligations of such Note Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance or similar law.

(b) Limitation on Finnish Guarantors' Liability.

(i) Notwithstanding anything to the contrary in this Indenture, the Note Guarantee, indemnity and other obligations of, and any Liens granted by, any Note Guarantor incorporated in Finland (a "**Finnish Guarantor**") under, or in relation to, this Indenture shall not be assumed or granted by such Finnish Guarantor to the extent assumption or granting of the same would include any obligations or liabilities that would be contrary to the mandatory provisions of the Finnish Companies Act regulating: (a) unlawful financial assistance within the meaning of Chapter 13 Section 10 of the Finnish Companies Act; (b) distribution of assets within the meaning of Chapter 13 Section 1 of the Finnish Companies Act or (c) or as required by the application of other applicable mandatory provisions of Finnish corporate law.

(ii) If any party to this Indenture that is incorporated in Finland (the "**Finnish Obligated Party**") is required to hold an amount on trust on behalf of another party (the "Relevant Beneficiary"), the Finnish Obligated Party shall hold such money as agent for the Relevant Beneficiary in a separate account and shall promptly pay or transfer the same to the Relevant Beneficiary or as the Relevant Beneficiary may direct;

(iii) Any assignment or transfer (whether transfer by novation or otherwise) shall be deemed to take effect as a transfer (*siirto*) and assumption of such rights, benefits, obligations and Lien and each such transfer and assumption shall be in relation to the proportionate part of any Lien granted as security under or pursuant to the Collateral Documents; and

(iv) The release of any Lien created under or pursuant to a Finnish law governed Collateral Document which is perfected (or such Lien which purports to be or is required to be perfected in accordance with such Finnish law governed Collateral Document) is subject to the prior written consent of the Collateral Agent (such consent to be granted upon the Collateral Agent being satisfied that the applicable conditions under the Notes Documents for such release have been, or will be, fulfilled and which consent shall not be unreasonably withheld or delayed); each First Lien Notes Secured Parties irrevocably and unconditionally instructs the Collateral Agent to release such Lien in its sole discretion without notification or further reference to any other First Lien Notes Secured Party, provided that the release is permitted under the Notes Documents;

In the case of (i), (ii), (iii) or (iv) above, notwithstanding anything to the contrary herein or in any other Notes Document.

(c) Limitation on Austrian Guarantors' Liability.

(i) The obligations (*Verpflichtungen*) and liabilities (*Haftungen*) of a Note Guarantor incorporated in Austria ("**Austrian Guarantor**") under or in connection with any Note Guarantee, shall at all times be limited so that at no time the assumption of an obligation and/or liability under any Note Guarantee would violate or contradict Austrian capital maintenance rules (*Kapitalerhaltungsvorschriften*) pursuant to Austrian company law, in particular, without limitation, section 52 et seq. of the Austrian Act on Stock Corporations (*Aktiengesetz – AktG*) (and for the avoidance of doubt including section 66a AktG), section 82 of the Austrian Act on Limited Liabilities Companies (*Gesetz über Gesellschaft mit beschränkter Haftung – GmbHG*) or any analogous application thereof (the "**Austrian Capital Maintenance Rules**").

(ii) If and to the extent the obligations (*Verpflichtungen*) and/or liabilities (*Haftungen*) of an Austrian Guarantor under any Note Guarantee would not be permitted under Austrian Capital Maintenance Rules, then such obligations (*Verpflichtungen*) and/or liabilities (*Haftungen*) shall be limited in accordance with Austrian Capital Maintenance Rules. To the extent any such obligation or liability of an Austrian Guarantor infringes or contradicts Austrian Capital Maintenance Rules, such obligation or liability shall be deemed to be replaced by an obligation or liability of a similar nature which is in compliance with Austrian Capital Maintenance Rules and the payment obligations shall be limited to the maximum amount permitted to be paid in accordance with Austrian Capital Maintenance Rules and provides the best possible security interest.

(iii) If and to the extent the assumption or enforcement of any (payment) obligation or liability by an Austrian Guarantor under any Note Guarantee could result in a risk to any officer of that Austrian Guarantor of civil liability or criminal responsibility because of a violation of Austrian Capital Maintenance Rules, the amount then payable in respect of such obligation or liability shall be reduced to the maximum amount then permissible to be paid without triggering such risk.

(iv) The parties acknowledge that the limitations set out in any Note Guarantee may have the effect of reducing any payment permissible at a given time by an Austrian Guarantor under any Note Guarantee to zero.

(d) Swedish Terms (including Limitation on Swedish Note Guarantors' Liability). Notwithstanding this Section 10 and/or any other provision of this Indenture, any other Notes Document and/or any exhibit or schedule thereto:

(i) Any transfer by novation and/or assignment of any Holder's rights and obligations under this Indenture and the Notes, shall, as regards to any Lien granted (or purported to be granted) under any Swedish Law Collateral Document, transfer and/or assign a proportionate part of the Lien under the relevant Swedish Law Collateral Document.

(ii) Any obligation for any entity incorporated in Sweden to act as trustee on behalf of another party shall be an obligation to act as agent for that party and the obligation to hold assets on trust on behalf of another party shall be an obligation not to hold such assets on trust but to hold such assets as agent for that party.

(iii) If any Swedish Note Guarantor is required to hold an amount on trust on behalf of another party (the "**Beneficiary**"), the Swedish Note Guarantor shall hold such money as agent for the Beneficiary on a separate account in accordance with the Swedish Funds Accounting Act (*Sw. lag (1944:181) om redovisningsmedel*) and shall promptly pay or transfer the same to the Beneficiary or as the Beneficiary may direct.

(iv) Any obligation, representation, undertaking and/or liability of a Swedish Note Guarantor under this Indenture (including this Section 10) and/or any other Notes Documents in respect of or in relation to, but not limited to, any borrowing, guaranty, guarantee, security, subordination, subrogation, indemnity, payment, repayment, pre-payment, reimbursement or compensation obligation, liability, obligation, waiver of any rights, deemed consent, release of any rights or liabilities, obligation to pay any fees or costs and/or any other obligation or liability of itself or its subsidiaries or parent and/or parent's subsidiaries or any other entity and any release transfer or other action in connection with a distressed disposal shall be limited, if (and only if) required by the provisions of the Swedish Companies Act (*Sw. aktiebolagslag (2005:551)*) regulating distribution of assets (Chapter 17, Sections 1-4) (or their equivalents from time to time) and unlawful loans, security, guarantees and financial assistance (Chapter 21, Sections 1-5) (or their equivalent from time to time) and it is understood and agreed that the obligations, representations, undertakings and liabilities of each Swedish Note Guarantor under this Indenture and any other Notes Documents and the terms and conditions of the Notes Documents shall only apply to the extent permitted by the above mentioned provisions of the Swedish Companies Act.

(v) For the avoidance of doubt, any obligations of a Swedish Note Guarantor as joint and several Guarantor or Notes Guarantor shall be subject to the limitations set out in paragraph (iv) above.

(vi) Any Lien granted under a Swedish Law Collateral Document will be a reference to such Lien granted to the First Lien Notes Secured Parties represented by the Notes Collateral Agent.

(vii) Notwithstanding anything to the contrary in this Indenture or in any other Notes Document, the (A) release of any perfected Lien created by or pursuant to a Swedish Law Collateral Document and (B) any disposal (including, without limitation, any conversion, set off or forgiveness of receivables) or transfer of, or other dealings or arrangements which is detrimental to perfection of security

in relation to, any assets over which a perfected Lien has been granted under the Swedish Collateral Documents (it being understood and agreed that any such consent requirement in relation to disposals, transfers, dealings and arrangements shall be consistent with the Swedish Closing Date Security Documents), shall always be subject to the prior written consent (in its sole discretion on a case-by-case basis) of the Notes Collateral Agent other than following the discharge in full of the Obligations secured by that Swedish Law Collateral Document. The Secured Parties hereby authorize the Notes Collateral Agent to grant such consent at its discretion without notification or further reference to any Secured Party.

(viii) The circumstance or fact that no specific reference is made to or qualification is made in respect of the Swedish Terms (including the terms set out in this Section 10.3(c)) in a Notes Document shall not mean that the Swedish Terms (including the terms set out in this Section 10.3(c)) do not apply and override. The Swedish Terms (including the terms set out in this Section 10.3(c)) shall always override and no statement or reference in any Notes Document that a provision or term shall apply notwithstanding any other provision shall apply in relation to the Swedish Terms (including the terms set out in this Section 10.3(c)).

Section 10.4 Merger and Consolidation of Note Guarantors.

(a) In case of any sale or other disposition, consolidation, amalgamation, merger, sale or conveyance and upon the assumption by the successor person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Note Guarantor, such successor person shall succeed to and be substituted for the Note Guarantor with the same effect as if it had been named herein as a Note Guarantor. Such successor person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes available hereunder which theretofore shall not have been signed by the Issuer and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank and benefit under this Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

(b) Except as set forth in Articles 4 and 5 hereof, and notwithstanding Section 10.4(a), nothing contained in this Indenture or in any of the Notes shall prevent any consolidation, amalgamation or merger of a Note Guarantor with or into another Person, or shall prevent any sale or conveyance of the property of a Note Guarantor as an entirety or substantially as an entirety.

Section 10.5 Release.

(a) In the event (i) of a sale or other disposition of all or substantially all of the assets of any Note Guarantor, by way of merger, amalgamation, consolidation or otherwise, or, except in the case of the Parent, a sale or other disposition of all the Equity Interests of any Note Guarantor, then held by the Parent and its Restricted Subsidiaries, in each case pursuant to a transaction not prohibited by this Indenture, to a person that is not (either before or after giving effect to such transactions) a Subsidiary of the Issuer, in each case so long as such sale or other disposition is not prohibited by this Indenture, including without limitation Section 4.13 hereof, (ii) of a designation by the Issuer of any Restricted Subsidiary that is a Note Guarantor as an Unrestricted Subsidiary in accordance with the definition thereof or in the event that such Note Guarantor ceases to be a Restricted Subsidiary, in each case, in accordance with the provisions of this Indenture, upon effectiveness of such designation or when it first ceases to be a Restricted Subsidiary, respectively, or becomes an Excluded Subsidiary, (iii) in the case of any Note Guarantee issued on the Issue Date (or required but issued thereafter pursuant to Section 4.14(a) hereof), upon the release or discharge of the Note Guarantee by such Note Guarantor in respect of the Credit Agreement, and, in any other case, upon the release or discharge of any Note Guarantee in respect of any Indebtedness that resulted in the issuance after the Issue Date of the Note Guarantee by such Note Guarantor, (iv) of the occurrence of a Fall Away Event, (v) the Issuer discharges the Notes and its Obligations under this Indenture under Section 8.1 hereof or exercises its legal or covenant defeasance options under Section 8.2 or 8.3 hereof, respectively, with respect to the Notes or (vi) as provided in the First Lien Intercreditor Agreement, such Note Guarantor shall be released and relieved of any obligations under its Note Guarantee without any further action being required by the Trustee or any Holder. If the Issuer discharges this Indenture under Section 8.1 hereof or exercises its legal or covenant defeasance options under Section 8.2 or 8.3 hereof, respectively, with respect to the Notes, the Issuer and each Note Guarantor shall be

released and relieved of any obligations under its Note Guarantee without any further action being required by the Trustee or any Holder.

(b) Upon delivery by the Issuer to the Trustee of an Officers' Certificate to the effect that such sale or other disposition was made by the Issuer in accordance with the provisions of this Indenture, including without limitation Sections 4.8 through 4.13 hereof, and upon receipt of the documents required under Section 11.4 hereof, the Trustee shall execute any documents reasonably required in order to evidence the release of any Note Guarantor from its obligations under its Guarantee.

(c) Any Note Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Note Guarantor under this Indenture as provided in this Article 10.

ARTICLE 11

MISCELLANEOUS

Section 11.1 Certain Trust Indenture Act Sections. The Issuer shall comply with Sections 314(a)(4), 314(c) and 314(e) of the TIA. No other provision of the TIA shall apply except where otherwise specifically provided.

Section 11.2 Notices. Any demand, authorization notice, request, consent or communication shall be given in writing and delivered in person or mailed by first-class mail, postage prepaid, addressed as follows or transmitted by electronic transmission or email (confirmed by delivery in person or mail by first-class mail, postage prepaid, or by guaranteed overnight courier), *provided* that such address (including electronic mail address) is outside of Austria, to the following emails:

If to the Issuer, to:

Amer Sports Company
One Prudential Plaza,
130 East Randolph Street #600,
Chicago, Illinois 60601 Attention: Andrew E. Page
Email: [***]

With a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Michael Kaplan and Roshni Banker Cariello

If to the Trustee, Paying Agent, Transfer Agent or Registrar to:

The Bank of New York Mellon
240 Greenwich Street, 7E
New York, New York 10286
Attention: Corporate Trust Administration

If to the Notes Collateral Agent to:

Wilmington Trust (London) Limited
Third Floor, 1 King's Arms Yard,
London EC2R 7AF

Attention: Terry Herridge
Email: [***]

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five calendar days after being deposited in the mail, postage prepaid, if mailed by first-class mail; when receipt is acknowledged, if faxed or sent electronically; the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next-day delivery; and on the date sent to DTC if otherwise given in accordance with the procedures of DTC; *provided* that any notice or communication delivered to the Trustee shall be deemed effective upon actual receipt thereof and on the first date on which publication is made, if given by publication (including by posting of information on the website or online data system maintained in accordance with Section 4.3).

The Issuer, the Notes Collateral Agent or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Holder shall be mailed by first-class mail or delivered by an overnight delivery service to it at its address shown on the register kept by the Registrar, or, in the case of DTC (including its nominee, as applicable), transmitted in accordance with applicable procedures of DTC.

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication to a Holder is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

The Trustee (in each of its capacities hereunder) shall have the right to accept and act upon instructions, including funds transfer instructions (“**Instructions**”), given pursuant to this Indenture and related documents and delivered using Electronic Means; *provided, however*, that the Issuer shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“**Authorized Officers**”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The Issuer understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Issuer and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from their reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. “**Electronic Means**” shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

Notwithstanding anything to the contrary contained herein, as long as the Notes are in the form of a Global Note, notice to the Holders of such Notes may be made electronically in accordance with procedures of the Depositary.

Section 11.3 Communications by Holders with Other Holders. Noteholders may communicate pursuant to TIA Section 312(b) with other Noteholders with respect to their rights under this Indenture or the Notes. The Issuer, the Trustee, the Registrar and any other person shall have the protection of TIA Section 312(c).

Section 11.4 Certificate and Opinion of Counsel as to Conditions Precedent.

(a) Upon any request or application by the Issuer to the Trustee or the Notes Collateral Agent to take any action under this Indenture, other than the initial issuance of the Notes and the Note Guarantees or under the First Lien Intercreditor Agreement, any other intercreditor agreement or the Collateral Documents, the Issuer shall furnish to the Trustee or the Notes Collateral Agent at the request of the Trustee or the Notes Collateral Agent (as applicable):

(i) an Officers' Certificate stating that, in the opinion of the signers, all conditions precedent (including any covenants, compliance with which constitutes a condition precedent), if any, provided for in this Indenture relating to the proposed action have been complied with; and

(ii) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent (including any covenants, compliance with which constitutes a condition precedent) have been complied with.

(b) Each Officers' Certificate and Opinion of Counsel with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that the person making such certificate or opinion has read such covenant or condition;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of such person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with;

provided, however, that with respect to matters of fact an Opinion of Counsel may rely on an Officers' Certificate or certificates of public officials.

Section 11.5 Record Date for Vote or Consent of Holders. The Issuer (or, in the event deposits have been made pursuant to Section 8.1, 8.2 or 8.3 hereof, the Trustee) may set a record date for purposes of determining the identity of Holders of Notes entitled to vote or consent to any action by vote or consent authorized or permitted under this Indenture, which record date shall not be more than thirty (30) days prior to the date of the commencement of solicitation of such action. Notwithstanding the provisions of Section 9.4 hereof, if a record date is fixed, those persons who were Holders of Notes at the close of business on such record date (or their duly designated proxies), and only those persons, shall be entitled to take such action with respect to the Notes by vote or consent or to revoke any vote or consent previously given, whether or not such persons continue to be Holders of Notes after such record date.

Section 11.6 Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules (not inconsistent with the terms of this Indenture) for action by or at a meeting of Holders. Any Registrar or Paying Agent may make reasonable rules for its functions.

Section 11.7 Payment Dates. If a payment date, including any Redemption Date, Purchase Date, Change of Control Purchase Date and Final Maturity Date, is not a Business Day, payment shall be made on the

next succeeding day that is a Business Day, and no interest shall accrue for the intervening period on such payment. If an interest record date is not a Business Day, the record date shall not be affected.

Section 11.8 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) Unless specifically noted herein, this Indenture and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws.

(b) The Issuer and each Note Guarantor irrevocably submits to the non-exclusive jurisdiction of any New York State or United States Federal court sitting in The City of New York over any suit, action or proceeding arising out of or relating to this Indenture. The Issuer irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

(c) EACH OF THE ISSUER, THE NOTE GUARANTORS, THE TRUSTEE, THE NOTES COLLATERAL AGENT AND THE HOLDERS BY THEIR ACCEPTANCE OF THE NOTES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.9 No Adverse Interpretation of Other Agreements. This Indenture may not be used to interpret another indenture, loan or debt agreement of the Issuer or a Subsidiary of the Issuer. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 11.10 No Recourse Against Others. All liability described in paragraph 14 of the Form of the Notes attached hereto as Exhibit A of any director, officer, incorporator, employee or shareholder, as such, of the Issuer or any Note Guarantor is waived and released.

Section 11.11 Successors. All agreements of the Issuer in this Indenture and the Notes shall bind their successors. All agreements of the Trustee in this Indenture shall bind its successor.

Section 11.12 Multiple Counterparts; Execution. The parties may sign multiple counterparts of this Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement. The words “execution,” “signed,” “signature,” and words of like import in this Indenture or in any other certificate, agreement or document related to this Indenture shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

Section 11.13 Separability. In case any provisions in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11.14 Table of Contents, Headings, etc. The table of contents and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 11.15 Calculations in Respect of the Notes.

(a) All financial statements to be delivered pursuant to this Indenture shall be prepared in accordance with IFRS and, except as otherwise expressly provided herein, all terms of an accounting or financial nature that are used in calculating the Total Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio, Consolidated Adjusted EBITDA or Consolidated Net Income shall be construed and interpreted in accordance with IFRS.

(b) All terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Parent or any Subsidiary at “fair value,” as defined therein, (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof and (iii) the application of Accounting Standards Codification 480, 815, 805 and 718 (to the extent these pronouncements under Accounting Standards Codification 718 result in recording an equity award as a liability on the consolidated balance sheet of the Parent and its Restricted Subsidiaries in the circumstance where, but for the application of the pronouncements, such award would have been classified as equity) (or any other Accounting Standards Codification, International Accounting Standard or Financial Accounting Standard having a similar result or effect). If the Parent notifies the Trustee that the Parent is required to report under GAAP or has elected to do so through an early adoption policy, “IFRS” shall mean generally accepted accounting principles pursuant to GAAP (provided thereafter, the Parent cannot elect to report under IFRS); *provided*, that any calculation or determination in the indenture that requires the application of IFRS for periods that include fiscal quarters or halves ended prior to the application of GAAP will remain as previously calculated or determined in accordance with IFRS.

(c) Notwithstanding anything to the contrary herein, but subject to clauses (d), (e), (g) and (h) of this Section 11.15, all financial ratios and tests based on the Total Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio and Consolidated Adjusted EBITDA contained in this Indenture that are calculated with respect to any period during which any Subject Transaction occurs shall be calculated with respect to such period and such Subject Transaction on a Pro Forma Basis. Further, if since the beginning of any such period and on or prior to the date of any required calculation of any financial ratio, test or amount (1) any Subject Transaction has occurred or (2) any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Parent or any of its Restricted Subsidiaries since the beginning of such period has consummated any Subject Transaction, then, in each case, any applicable financial ratio, test or amount shall be calculated on a Pro Forma Basis for such period as if such Subject Transaction had occurred at the beginning of the applicable period (or, in the case of any determination pertaining to the balance sheet, including the acquisition of Cash and Cash Equivalents, as of the last day of such period).

(d) Notwithstanding anything to the contrary contained in Section 11.15(a) or in the definition of “Finance Lease”, unless the Issuer elects otherwise, all obligations of any Person that are or would have been treated as operating leases for purposes of IFRS prior to the issuance by the International Accounting Standards Board (the “IASB”) on January 1, 2019 of IFRS 16 shall continue to be accounted for as operating leases (and not be treated as financing or capital lease obligations or Indebtedness) for purposes of all financial definitions, calculations and deliverables under this Indenture and any Collateral Document (including the calculation of Consolidated Net Income and Consolidated Adjusted EBITDA) (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with the IASB or any other change in accounting treatment or otherwise (on a prospective or retroactive basis or otherwise) to be treated as or to be recharacterized as financing or capital lease obligations or otherwise accounted for as liabilities in financial statements.

(e) For purposes of determining the permissibility of any action, change, transaction or event that requires a calculation of any financial ratio or financial test (including any Secured Leverage Ratio test, any Total Leverage Ratio test and/or any Interest Coverage Ratio test) and/or the amount of Consolidated Adjusted EBITDA, Consolidated Net Income, such financial ratio, financial test or amount shall, subject to the next paragraph below, be calculated at the time such action is taken, such change is made, such transaction is consummated or such event

occurs, as the case may be, and no Default or Event of Default shall be deemed to have occurred solely as a result of a change in such financial ratio, financial test or amount occurring after the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be.

(f) The Issuer shall make all calculations under this Indenture and the Notes in good faith. In the absence of manifest error, such calculations shall be final and binding on all Holders. The Issuer shall provide a copy of such calculations to the Trustee as required hereunder or if required by the Trustee.

(g) Notwithstanding anything to the contrary herein (including in connection with any calculation made on a Pro Forma Basis), to the extent that the terms of this Indenture require (1) compliance with any financial ratio or financial test (including, without limitation, any Secured Leverage Ratio incurrence test and any Total Leverage Ratio test and/or any Interest Coverage Ratio incurrence test) and/or any cap expressed as a percentage of Consolidated Net Income or Consolidated Adjusted EBITDA, (2) the absence of a Default or Event of Default (or any type of default or event of default) or (3) compliance with any basket or other condition, as a condition to (a) the consummation of any acquisition or similar Investment, and/or (b) the making of any Restricted Payment, the determination of whether the relevant condition is satisfied may be made, at the election of the Issuer, (i) in the case of any acquisition or similar Investment, any Asset Sale, any incurrence of Indebtedness or any transaction relating thereto, at the time of (or on the basis of the financial statements for the most recently ended four quarter period available at the time of) either (x) the execution of the definitive agreement with respect to such acquisition, consolidation, business combination, similar Investment or Asset Sale (or, solely in connection with an acquisition, consolidation or business combination to which the United Kingdom City Code on Takeovers and Mergers applies, the date on which a "Rule 2.7 Announcement" of a firm intention to make an offer is made) or the establishment of a commitment with respect to such Indebtedness or (y) the consummation of such acquisition or similar Investment, (ii) in the case of any Restricted Payment, at the time of (or on the basis of the financial statements for the most recently ended four quarter period available at the time of) (x) the declaration of, or delivery of any required notice of redemption or prepayment with respect to, as applicable, such Restricted Payment or (y) the making of such Restricted Payment, in each case, after giving effect on a pro forma basis to the relevant acquisition, consolidation, business combination or similar Investment and/or Restricted Payment (including the intended use of proceeds of any Indebtedness to be incurred in connection therewith), and no Default or Event of Default shall be deemed to have occurred solely as a result of an adverse change in such ratio, test or condition occurring after the time such election is made (but any subsequent improvement in the applicable ratio, test or amount may be utilized by the Parent or any Restricted Subsidiary). If the Issuer has elected to test the permissibility of any transaction as provided above prior to the consummation of such transaction, then prior to the completion of such transaction (or the abandonment of such transaction), all future incurrence tests will be made on a Pro Forma Basis for such transaction and all related transactions. For the avoidance of doubt, if the Issuer shall have elected any option set forth in this Section 11.15(g) in respect of any transaction, then the Parent or its applicable Restricted Subsidiary shall be permitted to consummate such transaction even if any applicable test or condition shall cease to be satisfied subsequent to the Issuer's election of such option.

(h) Notwithstanding anything to the contrary herein, unless the Issuer otherwise elects, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Indenture that does not require compliance with a financial ratio or financial test (including any Secured Leverage Ratio test, any Total Leverage Ratio test and/or any Interest Coverage Ratio test) (any such amounts, and any cap expressed as a percentage of Consolidated Net Income or Consolidated Adjusted EBITDA, the "**Fixed Amounts**") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Indenture that requires compliance with a financial ratio or financial test (including any Secured Leverage Ratio test, any Total Leverage Ratio test and/or any Interest Coverage Ratio test) (any such amounts, the "**Incurrence-Based Amounts**"), it is understood and agreed that (1) the incurrence of the Incurrence-Based Amount shall be calculated first without giving effect to any Fixed Amount but giving full pro forma effect to the use of proceeds of such Fixed Amount and the related transactions and (2) the incurrence of the Fixed Amount shall be calculated thereafter. Unless the Issuer elects otherwise, the Parent or the applicable Restricted Subsidiaries shall be deemed to have used amounts under an Incurrence-Based Amount then available to the Parent or the applicable Restricted Subsidiary prior to utilization of any amount under a Fixed Amount then available.

(i) The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of the Parent dated such date prepared in accordance with IFRS.

(j) Any increase in any amount of Indebtedness or any increase in any amount secured by any Lien by virtue of the accrual of interest, the accretion of accreted value, the payment of interest or a dividend in the form of additional Indebtedness, amortization of original issue discount and/or any increase in the amount of Indebtedness outstanding solely as a result of any fluctuation in the exchange rate of any applicable currency shall be deemed to be permitted Indebtedness for purposes of Section 4.9 without utilizing any basket thereunder and will be deemed not to be the granting of a Lien for purposes of Section 4.10.

(k) For purposes of determining compliance with Section 4.9 and Section 4.10, if any Indebtedness or Lien is incurred in reliance on a basket measured by reference to a percentage of Consolidated Adjusted EBITDA (including a ratio based on Consolidated Adjusted EBITDA), and any refinancing or replacement thereof would cause the percentage of Consolidated Adjusted EBITDA to be exceeded if calculated based on the Consolidated Adjusted EBITDA on the date of such refinancing or replacement, such percentage of Consolidated Adjusted EBITDA will be deemed not to be exceeded so long as the principal amount of such refinancing or replacement Indebtedness or other obligation does not exceed an amount sufficient to repay the principal amount of such Indebtedness or other obligation being refinanced or replaced, except by an amount equal to (1) unpaid accrued interest, penalties and premiums (including tender, prepayment or repayment premiums) thereon plus underwriting discounts and other customary fees, commissions and expenses (including upfront fees, original issue discount or initial yield payment) incurred in connection with such refinancing or replacement and (2) additional amounts permitted to be incurred under Section 4.9 (subject to utilization of such amounts).

(l) Any financial ratios required to be satisfied in order for a specific action to be permitted under this Indenture shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 11.16 Agent for Service and Waiver of Immunities. By the execution and delivery of this Indenture, the Parent and each Note Guarantor that is not a Domestic Subsidiary does, and with respect to any entity that becomes a Note Guarantor after the date hereof and is not a Domestic Subsidiary, within 10 days of becoming a Note Guarantor, as applicable, will, (i) acknowledge that they will designate and appoint Amer Sports Company, One Prudential Plaza, 130 East Randolph Street #600, Chicago, Illinois 60601, or another Person satisfactory to the Trustee (the “**Authorized Agent**”), as their authorized agent upon whom process may be served in any suit or proceeding arising out of or relating to this Indenture or the Notes that may be instituted in any federal or state court in the State of New York or brought under federal or state securities laws, and acknowledge that the Authorized Agent has accepted such designation, (ii) submit to the jurisdiction of any such court in any such suit or proceeding, and (iii) agree that service of process upon the Authorized Agent and written notice of said service to the Issuer or the Note Guarantor that is not a Domestic Subsidiary, as applicable, in accordance with Section 11.2 hereof shall be deemed effective service of process in any such suit or proceeding. The Issuer and each Note Guarantor that is not a Domestic Subsidiary further agrees to take any reasonable action, including the execution and filing of any and all such documents and instruments, as may be necessary to continue such designation and appointment of the Authorized Agent in full force and effect so long as any of the Notes shall be outstanding; *provided, however*, that the Issuer and each Note Guarantor that is not a Domestic Subsidiary, as applicable, may, by written notice to the Trustee, designate such additional or alternative agent for service of process under this Section 11.16 that (i) maintains an office located in the Borough of Manhattan, The City of New York, in the State of New York, (ii) is either (x) counsel for the Issuer or such Note Guarantor, as applicable or (y) a corporate service company which acts as agent for service of process for other persons in the ordinary course of its business and (iii) agrees to act as agent for service of process in accordance with this Section 11.16. Such written notice shall identify the name of such agent for process and the address of the office of such agent for process in the Borough of Manhattan, The City of New York, State of New York. Upon the written request of any Holder, the Trustee shall deliver a copy of such notice to such Holder.

Section 11.17 Judgment Currency. The Issuer and each Note Guarantor shall indemnify each Holder and each Person, if any, who controls any Holder within the meaning of Section 15 of the Securities Act or Section

20 of the Exchange Act against any loss incurred by such party as a result of any judgment or order being given or made against the Issuer or any Note Guarantor for any U.S. dollar amount due under this Indenture and such judgment or order being expressed and paid in a currency (the “**Judgment Currency**”) other than U.S. dollars and as a result of any variation as between (i) the rate of exchange at which the U.S. dollar amount is converted into the Judgment Currency for the purpose of such judgment or order and (ii) the spot rate of exchange in The City of New York at which such party on the date of payment of such judgment or order is able to purchase U.S. dollars with the amount of the Judgment Currency actually received by such party if such party had utilized such amount of Judgment Currency to purchase U.S. dollars upon such party’s receipt thereof. The foregoing indemnity shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “spot rate of exchange” shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, U.S. dollars.

Section 11.18 Foreign Currency Equivalent. For purposes of determining compliance with any U.S. dollar-denominated restriction or amount, the U.S. dollar equivalent principal amount of any amount denominated in a foreign currency will be the Dollar Equivalent calculated on the date the Indebtedness was incurred or other transaction was entered into; *provided*, that if any Refinancing Indebtedness denominated in a currency other than U.S. dollars is incurred to refinance Indebtedness denominated in the same currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated on the date of such refinancing, such Refinancing Indebtedness shall be deemed not to exceed the principal amount of such Indebtedness being refinanced. Notwithstanding any other provision in this Indenture, no restriction or amount will be exceeded solely as a result of fluctuations in the exchange rate of currencies. In no event will the Trustee or the Paying Agent be responsible for obtaining exchange rates or otherwise effecting currency conversions or calculations.

Section 11.19 Usury Savings Clause. If any provision of this Indenture or any Note would obligate the Issuer to make any payment of or on account of interest or other amount in an amount or calculated at a rate which would result in receipt by any Holder of interest at a criminal rate (as such term is construed under the *Criminal Code* (Canada)), then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not so result in a receipt by such Holder of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to such Holder, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to such Holder which would constitute “interest” for purposes of Section 347 of the *Criminal Code* (Canada). The Issuer shall have sole responsibility for monitoring compliance under the Indenture and the Notes with the requirements of this Section 11.19 and for determining and implementing any adjustments required thereby and neither the Trustee nor any Agent shall have any responsibility therefor or with respect thereto.

Section 11.20 Interest Act (Canada). For purposes of disclosure pursuant to the *Interest Act* (Canada), the annual rates of interest or fees to which the rates of interest or fees provided for in this Indenture and any Note (and stated herein or therein, as applicable, to be computed on the basis of a 360 day year or any other period of time less than a calendar year) are equivalent are the rates so provided for multiplied by the actual number of days in the applicable calendar year and divided by 360 or the actual number of days in such other period of time, respectively. Each of the Issuer and each Note Guarantor confirms that it understands and acknowledges that it is and will be able to calculate the rate of interest applicable under this Indenture and any Note based on the methodology for calculating per annum rates provided for under this Indenture or the Notes. Each of the Issuer and each Note Guarantor confirms that it agrees not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to this Indenture or any Note, that the interest payable under this Indenture or any Note and the calculation thereof has not been adequately disclosed to the Issuer or Note Guarantor, as applicable, whether pursuant to Section 4 of the *Interest Act* (Canada) or any other applicable law or legal principle.

Section 11.21 Tax Matters. Each of the parties hereto agree to cooperate and to provide the other with such information as each may have in its possession to enable the determination of whether any payments pursuant to this Indenture are subject to the withholding requirements described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations, or agreements thereunder or official interpretations thereof (“**Applicable Law**”). The Trustee shall be entitled to make any withholding or deduction from payments under this Indenture to the extent necessary to comply with Applicable Law. Nothing in the immediately preceding sentence shall be construed as obligating the Trustee to make any “gross up” payment or

similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted or affecting a Payor's obligation to make any payments of Additional Amount pursuant to Section 4.18 of this Indenture. The terms of this Section shall survive the termination of this Indenture.

ARTICLE 12

COLLATERAL

Section 12.1 Collateral Documents.

(a) The due and punctual payment of the principal of, premium and interest (including Additional Amounts, if any) on the Notes when and as the same shall be due and payable, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise, and interest on the overdue principal of, premium and interest on the Notes and performance of all other Obligations of the Issuer and the Note Guarantors to the Holders or the Trustee or the Notes Collateral Agent (or its bailee) under this Indenture, the Notes, the Note Guarantees and the Collateral Documents, according to the terms hereunder or thereunder, shall be secured as provided in the Collateral Documents, which define the terms of the Liens that secure the Obligations, subject to the terms of the First Lien Intercreditor Agreement. The Trustee and the Issuer hereby acknowledge and agree that the Notes Collateral Agent holds the Collateral in trust for the benefit of the Holders and the Trustee and the Notes Collateral Agent and pursuant to the terms of this Indenture, the Collateral Documents and the First Lien Intercreditor Agreement. Each Holder, by accepting a Note, and each beneficial owner of an interest in a Note, consents and agrees to the terms of the Collateral Documents (including the provisions providing for the possession, use, release and foreclosure of Collateral) and the First Lien Intercreditor Agreement as the same may be in effect or may be amended from time to time in accordance with their terms and this Indenture and the First Lien Intercreditor Agreement, and authorizes and directs the Notes Collateral Agent to enter into the Collateral Documents and the First Lien Intercreditor Agreement and to perform its obligations and exercise its rights thereunder in accordance therewith. Subject to the Applicable Collateral Limitations, the Issuer, at its own cost, shall deliver to the Notes Collateral Agent copies of all documents required to be filed pursuant to the Collateral Documents to which the Notes Collateral Agent is a party, and will do or cause to be done all such acts and things as may be reasonably required by the next sentence of this Section 12.1, to provide to the Notes Collateral Agent the security interest in the Collateral contemplated hereby and/or by the Collateral Documents or any part thereof, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Notes secured hereby, according to the intent and purposes herein expressed. Subject to the Applicable Collateral Limitations, the Issuer shall, at its cost, and shall cause the Parent and its Subsidiaries to, take any and all actions and make all filings (including the filing of UCC or PPSA financing statements, continuation statements and amendments thereto (or analogous procedures under the applicable laws in the relevant Covered Jurisdiction)) required to cause the Collateral Documents to create and maintain, as security for the First Priority Notes Obligations of the Issuer and the Note Guarantors to the First Lien Notes Secured Parties, a valid and enforceable perfected Lien and security interest in and on all of the Collateral (subject to the terms of the First Lien Intercreditor Agreement and the Collateral Documents), in favor of the Notes Collateral Agent for the benefit of the Holders and the Trustee subject to no Liens other than Permitted Liens. The terms of the First Lien Intercreditor Agreement are hereby ratified and approved by each Holder by accepting a Note, and by each beneficial owner of an interest in a Note.

(b) To the extent any assets owned by the Issuer or any Note Guarantor on the Issue Date (other than Excluded Assets) are not subject to a valid Lien in favor of the Notes Collateral Agent on or prior to the Issue Date or subject to a Lien in favor of the Notes Collateral Agent that is not granted or perfected on or prior to the Issue Date, the Issuer and the Note Guarantors shall use their commercially reasonable efforts to enter into Collateral Documents to create such Liens (including all Collateral Documents governed by the laws of each Covered Jurisdiction, except where pursuant to laws governing such assets or local practice applicable to such assets, such assets that were pledged to the Credit Agreement Collateral Agent are not capable of being pledged to the Notes Collateral Agent at the same time) and have all such Liens and any Liens created but not granted and perfected (including by appropriate filings with the United States Patent and Trademark Office, United States Copyright Office and the Canadian Intellectual Property Office) on or prior to the Issue Date perfected, subject to any limitations set forth in this Indenture and the Collateral Documents, including the Applicable Collateral Limitations, within 120 days after the Issue Date (which date will be automatically extended if the corresponding deadline under

the Credit Agreement is extended with the consent of the Credit Agreement Collateral Agent). The failure to grant or perfect any such Lien by such date shall not be a Default or an Event of Default hereunder, *provided* the Issuer and the Note Guarantors shall have used their commercially reasonable efforts to do so.

(c) Notwithstanding any provision hereof to the contrary, the provisions of this Article 12 are qualified in their entirety by the Applicable Collateral Limitations and neither the Issuer nor any Note Guarantor shall be required pursuant to this Indenture or any Collateral Document to take any action limited by the Applicable Collateral Limitations.

Section 12.2 Release of Collateral.

(a) The Liens securing the Notes will be automatically released or reassigned, all without delivery of any instrument or performance of any act by any party, at any time and from time to time as provided by this Section 12.2. Upon such release or reassignment, subject to the terms of the Collateral Documents, all rights in the released and reassigned Collateral securing First Priority Notes Obligations shall revert or be reassigned to the Issuer and the Note Guarantors, as applicable. The Collateral shall be released from the Lien and security interest created by the Collateral Documents and the Notes Collateral Agent (subject to its receipt of an Officers' Certificate as provided below) shall promptly execute documents evidencing such release, the same at the Issuer's sole cost and expense, under one or more of the following circumstances:

(i) in whole upon:

(A) payment in full of the principal of, together with accrued and unpaid interest (including Additional Amounts, if any) on, the Notes and all other Obligations under this Indenture, the Note Guarantees and the Collateral Documents (for the avoidance of doubt, other than contingent Obligations in respect of which no claims have been made) that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, are paid;

(B) satisfaction and discharge of this Indenture with respect to the Notes as set forth under Section 8.1; or

(C) a Legal Defeasance or Covenant Defeasance of this Indenture with respect to the Notes as set forth under Sections 8.2 or 8.3 hereof, as applicable;

(ii) in whole or in part, with the consent of Holders of the Notes in accordance with Article 9 of this Indenture, including consents obtained in connection with a tender offer or exchange offer for, or purchase of, Notes;

(iii) in whole, upon the occurrence of a Fall Away Event; and

(iv) in part, as to any asset:

(A) (I) constituting Collateral that is sold or otherwise disposed of by the Issuer or any of the Note Guarantors to any Person that is not the Issuer or a Note Guarantor in a transaction not prohibited by this Indenture (to the extent of the interest sold or disposed of), or

(II) constituting Shared Collateral, in connection with the taking of an enforcement action by the Applicable Authorized Representative and Applicable Collateral Agent (as defined in the First Lien Intercreditor Agreement) in respect of any First Priority Obligations in accordance with the First Lien Intercreditor Agreement;

(B) that is held by a Note Guarantor that ceases to be a Note Guarantor,

(C) that becomes an Excluded Asset, including so long as the Credit Agreement is outstanding, any asset that is not pledged to secure obligations arising in respect of the Credit Agreement (whether pursuant to the terms of the Credit Agreement (and any related documents) or as a result of any determination made thereunder, or by amendment, waiver or otherwise), or

(D) that is otherwise released in accordance with, and as expressly provided for by the terms of, this Indenture, the First Lien Intercreditor Agreement and the Collateral Documents, *provided* that, in the case of clause (iv)(A) (II), the proceeds of such Shared Collateral shall be applied in accordance with the First Lien Intercreditor Agreement.

(b) With respect to any release of Collateral or release of the Notes from the Liens securing the Notes, upon receipt of an Officers' Certificate stating that all conditions precedent under this Indenture and the Collateral Documents and the First Lien Intercreditor Agreement, as applicable, to such release have been met and that it is permitted for the Notes Collateral Agent to execute and deliver the documents requested by the Issuer in connection with such release, and any necessary or proper instruments of termination, satisfaction, discharge or release prepared by the Issuer, the Notes Collateral Agent shall execute, deliver or acknowledge (at the Issuer's expense) such instruments or releases (whether electronically or in writing) to evidence, and shall do or cause to be done all other acts reasonably necessary to effect, in each case as soon as reasonably practicable, the release, without recourse, representation or warranty of any kind, and discharge of any Collateral or any Notes permitted to be released pursuant to this Indenture or the Collateral Documents or the First Lien Intercreditor Agreement. Neither the Trustee nor the Notes Collateral Agent shall be liable for any such release undertaken by the Notes Collateral Agent in reliance upon any such Officers' Certificate, and notwithstanding any term hereof or in any Collateral Document or in the First Lien Intercreditor Agreement to the contrary, but without limiting any automatic release provided hereunder or under any Collateral Document, the Notes Collateral Agent shall not be under any obligation to release any such Lien and security interest, or execute and deliver any such instrument of release, satisfaction, discharge or termination, unless and until it receives such Officers' Certificate.

Section 12.3 Suits to Protect the Collateral. Subject to the provisions of Article 7 hereof and the Collateral Documents and the First Lien Intercreditor Agreement, the Trustee, without the consent of the Holders, on behalf of the Holders, following the occurrence of an Event of Default that is continuing, may or may instruct the Notes Collateral Agent in writing to take all actions it reasonably determines are necessary in order to:

- (a) enforce any of the terms of the Collateral Documents; and
- (b) collect and receive any and all amounts payable in respect of the Obligations hereunder.

Subject to the provisions of the Collateral Documents and the First Lien Intercreditor Agreement, the Trustee and the Notes Collateral Agent shall have power to institute and to maintain such suits and proceedings as the Trustee and the Notes Collateral Agent may deem expedient to prevent any impairment of the Collateral by any acts which may be unlawful or in violation of any of the Collateral Documents or this Indenture, and such suits and proceedings as the Trustee and the Notes Collateral Agent may determine to preserve or protect their respective interests and the interests of the Holders in the Collateral. Nothing in this Section 12.3 shall be considered to impose any such duty or obligation to act on the part of the Trustee or the Notes Collateral Agent.

Section 12.4 Authorization of Receipt of Funds by the Trustee Under the Collateral Documents. Subject to the provisions of the First Lien Intercreditor Agreement, the Trustee is authorized to receive any funds for the benefit of the Holders distributed under the Collateral Documents, and to make further distributions of such funds to the Holders according to the provisions of this Indenture.

Section 12.5 Purchaser Protected. In no event shall any purchaser or other transferee in good faith of any property or asset purported to be released hereunder be bound to ascertain the authority of the Notes Collateral Agent or the Trustee to execute the release or to inquire as to the satisfaction of any conditions required by the provisions hereof for the exercise of such authority or to see to the application of any consideration given by such purchaser or other transferee; nor shall any purchaser or other transferee of any property, asset or rights permitted by this Article 12 to be sold be under any obligation to ascertain or inquire into the authority of the Issuer or the applicable Note Guarantor to make any such sale or other transfer.

Section 12.6 Powers Exercisable by Receiver or Trustee. In case the Collateral shall be in the possession of a receiver or trustee, lawfully appointed, the powers conferred in this Article 12 upon the Issuer or a Note Guarantor with respect to the release, sale or other disposition of such property or asset may be exercised by such receiver or trustee, and an instrument signed by such receiver or trustee shall be deemed the equivalent of any similar instrument of the Issuer or a Note Guarantor or of any Officer or Officers thereof required by the provisions of this Article 12; and if the Trustee and the Notes Collateral Agent shall be in the possession of the Collateral under any provision of this Indenture, then such powers may be exercised by the Trustee and the Notes Collateral Agent.

Section 12.7 Release Upon Termination of the Issuer's Obligations. In the event that the Issuer delivers to the Notes Collateral Agent and the Trustee an Officers' Certificate certifying that (i) payment in full of the principal of, together with accrued and unpaid interest on, the Notes and all other First Priority Notes Obligations that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, are paid or (ii) the Issuer shall have exercised its Legal Defeasance option or their Covenant Defeasance option, in each case in compliance with the provisions of Section 8.2 or 8.3 hereof, as applicable, and an Officers' Certificate stating that all conditions precedent to the execution and delivery of such notice by the Notes Collateral Agent have been satisfied, the Notes Collateral Agent shall deliver to the Issuer a notice, in form reasonably satisfactory to the Issuer stating that the Notes Collateral Agent, on behalf of the Trustee and the Holders, disclaims and gives up any and all rights it has in or to the Collateral solely on behalf of the Trustee and the Holders of the Notes without representation, warranty or recourse (other than with respect to funds held by the Trustee pursuant to Section 8.2 or 8.3 hereof, as applicable), and any rights it has under the Collateral Documents solely on behalf of the Trustee and the Holders of the Notes and upon receipt by the Notes Collateral Agent of such notice, the Notes Collateral Agent shall be deemed not to hold a Lien in the Collateral on behalf of the Trustee and the Holders and shall execute and deliver all documents and do or cause to be done (at the expense of the Issuer) all acts reasonably requested by the Issuer to release, without recourse, representation or warranty of any kind, such Lien as soon as is reasonably practicable.

Section 12.8 Notes Collateral Agent.

(a) Each of the Holders by acceptance of the Notes, and each beneficial owner of an interest in a Note, hereby designates and appoints the Notes Collateral Agent as its agent under this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement, and the Issuer directs and authorizes and each of the Holders by acceptance of the Notes hereby irrevocably authorizes the Notes Collateral Agent to take such action on its behalf under the provisions of this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement and to exercise such powers and perform such duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions as are expressly delegated to the Notes Collateral Agent together with such powers, authorities and discretions as are reasonably incidental thereto by the terms of this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement, and consents and agrees to the terms of the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement and each Collateral Document, as the same may be in effect or may be amended, restated, supplemented or otherwise modified from time to time in accordance with their respective terms or the terms of this Indenture. The Notes Collateral Agent agrees to act as such on the express conditions contained in this Section 12.8. The provisions of this Section 12.8 are solely for the benefit of the Notes Collateral Agent and the Trustee (as applicable) and none of any of the Holders nor any of the Grantors shall have any rights as a third party beneficiary of any of the provisions contained herein unless expressly extended to them. Each Holder agrees that any action taken by the Notes Collateral Agent in accordance with the provisions of this Indenture, the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement, and/or the applicable Collateral Documents, and/or the Notes Documents, and the exercise by the Notes Collateral Agent of any rights or remedies set forth herein and therein shall be authorized and binding upon all Holders. Notwithstanding any provision to the contrary contained elsewhere in this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement and any other Acceptable Intercreditor Agreement, the duties of the Notes Collateral Agent shall be ministerial and administrative in nature, and the Notes Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein and in the Collateral Documents, the First Lien Intercreditor Agreement, any other Acceptable Intercreditor Agreement to which the Notes Collateral Agent is a party, nor shall the Notes Collateral Agent have or be deemed to have any trust or other fiduciary relationship with the Trustee, any Holder, the Issuer or any Grantor, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this

Indenture, the Collateral Documents, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement or otherwise exist against the Notes Collateral Agent. Without limiting the generality of the foregoing sentence, the use of the term “agent” in this Indenture with reference to the Notes Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law and nothing in this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement will constitute the Notes Collateral Agent as an agent, trustee or fiduciary of the Issuer or any Note Guarantor. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) The Notes Collateral Agent may perform any of its duties under this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement, any other Acceptable Intercreditor Agreement or any other Notes Document by or through receivers, agents, employees, attorneys-in-fact or with respect to any specified Person, such Person’s Affiliates, and the respective officers, directors, employees, agents, advisors and attorneys-in-fact of such Person and its Affiliates, (a “**Related Person**”) and shall be entitled to advice of counsel concerning all matters pertaining to such duties, and shall be entitled to act upon, and shall be fully protected in taking action in reliance upon any advice or opinion given by legal counsel. Any delegation to a receiver, agent, employee, attorney-in-fact or such Person’s affiliates may be made on any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Notes Collateral Agent may, in its discretion, think fit in the interests of the Holders. The Notes Collateral Agent shall not be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any omission, default negligence or misconduct on the part of any such delegate or sub-delegate.

(c) Neither the Notes Collateral Agent nor any of its Related Persons shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this Indenture or the transactions contemplated hereby or under or in connection with any Collateral Document, the First Lien Intercreditor Agreement, any other Acceptable Intercreditor Agreement or any other Notes Document, or the transactions contemplated thereby if such action is taken or omitted to be taken in accordance with any instructions given to it by the Holders in accordance with the Notes Documents, the First Lien Intercreditor Agreement, or any other Acceptable Intercreditor Agreement, and the Notes Collateral Agent may assume that any such instructions received by the Holders are duly given in accordance with the terms of the Notes Documents, Intercreditor Agreement and any Acceptable Intercreditor Agreement and unless it has received notice of revocation, that those instructions have not been revoked, (ii) not be obliged to act or refrain from acting in respect of any provision which protects the Notes Collateral Agent’s own position in its personal capacity as opposed to its role as Notes Collateral Agent, (iii) notwithstanding any other provision of any Notes Document, the First Lien Intercreditor Agreement or any Acceptable Intercreditor Agreement to the contrary, not be obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality, (iv) notwithstanding any other provision of any Notes Document, the First Lien Intercreditor Agreement or any Acceptable Intercreditor Agreement to the contrary be obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it, or (v) be responsible in any manner to any of the Trustee or any Holder for any recital, statement, representation, warranty, covenant or agreement made by the Issuer or any other Grantor or Affiliate of any Grantor, or any Officer or Related Person thereof, contained in this Indenture, any Collateral Documents, the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement, or in any certificate, report, statement or other document referred to or provided for in, or received by the Notes Collateral Agent under or in connection with, this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement, or for any failure of any Grantor or any other party to this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement to perform its obligations hereunder or thereunder. Neither the Notes Collateral Agent nor any of its Related Persons shall be under any obligation to the Trustee or any Holder to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement or to inspect the properties, books, or records of any Grantor or any Grantor’s Affiliates.

(d) The Notes Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, representation, certification, telephone message, statement, or other communication, document or conversation (including those by telephone or e-mail) believed by it to be genuine and correct and to have been signed, sent, or made by the proper Person or Persons, and upon advice and statements of legal counsel (including, without limitation, counsel to the Issuer or any other Grantor), independent accountants and/or other experts and advisors selected by the Notes Collateral Agent. The Notes Collateral Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, representation, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document. The Notes Collateral Agent shall be fully justified in failing or refusing to take any action under this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement unless it shall first receive such written advice or concurrence of the Trustee or the Holders of a majority in aggregate principal amount of the Notes as it determines and, if it so requests in the case of such written advice or concurrence of the Holders, it shall first be indemnified, pre-funded and/or provided with security (which may be greater in extent than that contained in this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement) to its satisfaction by the Holders against any and all liability, loss and expense (together with any tax) which may be incurred by it by reason of taking or continuing to take any such action or otherwise complying with any instruction given to the Notes Collateral Agent by the Holders. The Notes Collateral Agent shall in all cases be fully protected from claims by any Holders in acting, or in refraining from acting, under this Indenture, the Notes Documents, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement in accordance with a request, direction, instruction or consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Holders. Without prejudice to the next sentence, in the absence of instructions, the Notes Collateral Agent may act (or refrain from acting) as it considers to be in the best interest of the Holders. The Notes Collateral Agent is not authorized to act on behalf of a Holder (without first obtaining that Holder's consent) in any legal or arbitration proceedings relating to this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement however, this provision will not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Collateral Documents or enforcement of the Collateral or Collateral Documents.

(e) Each Holder shall indemnify the Notes Collateral Agent and its delegates and sub-delegates promptly on demand against any cost, loss or liability incurred by any of them (otherwise than by reason of the Notes Collateral Agent's or its delegates' or sub-delegates' gross negligence or willful misconduct)) in acting as Notes Collateral Agent or in acting as attorney of the Issuer or any Grantor under the Notes Documents, the First Lien Intercreditor Agreement or any Acceptable Intercreditor Agreement (unless the Notes Collateral Agent has already been reimbursed by the Issuer or any Grantor).

(f) No party (other than the Notes Collateral Agent) may take any proceedings against any officer, employee or agent of the Notes Collateral Agent or its delegates or sub-delegates, in respect of any claim it might have against the Notes Collateral Agent or its delegates or sub-delegates or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Notes Document, the First Lien Intercreditor Agreement or any Acceptable Intercreditor Agreement and any officer, employee or agent of the Notes Collateral Agent may rely on this paragraph (f).

(g) The Notes Collateral Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts. Without prejudice to the generality of the foregoing paragraph, the Notes Collateral Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Notes Collateral Agent, (and so separate from any lawyers instructed by the Holders or Trustee) if the Notes Collateral Agent, in its reasonable opinion deems this to be desirable.

(h) The Notes Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default and may assume that a Default or Event of Default has not occurred, unless a Trust Officer of the Notes Collateral Agent shall have received written notice from the Trustee or the Issuer referring to this Indenture, the Notes or the Issuer, describing such Default or Event of Default and stating that such notice is a "notice of default." The Notes Collateral Agent shall take such action with respect to such Default or Event of Default as may be requested by the Trustee (acting at the written direction of the Holders of a majority in aggregate

principal amount of the Notes in accordance with Article 6 or the Holders of a majority in aggregate principal amount of the Notes (subject to this Section 12.8)). The Holders shall supply the Notes Collateral Agent with any information that the Notes Collateral Agent may reasonably specify as being necessary or desirable to enable the Notes Collateral Agent to perform its functions as Notes Collateral Agent.

(i) The Notes Collateral Agent may resign at any time by notice to the Trustee and the Issuer, such resignation to be effective upon the acceptance of a successor agent to its appointment as Notes Collateral Agent. If the Notes Collateral Agent resigns under this Indenture, the Issuer shall appoint a successor collateral agent. If no successor collateral agent is appointed prior to the intended effective date of the resignation of the Notes Collateral Agent (as stated in the notice of resignation), the Holders of a majority of the aggregate principal amount of the Notes then outstanding, may appoint, subject to the consent of the Issuer (which shall not be unreasonably withheld and which shall not be required during a continuing Event of Default), a successor collateral agent. If no successor collateral agent is appointed and consented to by the Issuer pursuant to the preceding sentence within twenty (20) days after the intended effective date of resignation (as stated in the notice of resignation) the Notes Collateral Agent shall be entitled to appoint a successor (at the expense of the Issuer). The resignation of the Notes Collateral Agent shall take effect upon (i) the appointment of a successor, and (ii) the transfer of any collateral security to that successor. The resigning Notes Collateral Agent shall make available to the successor collateral agent such documents and records and provide such assistance as the successor collateral agent may reasonably request for the purposes of performing its functions as Notes Collateral Agent under the Notes Documents. Upon the its appointment as successor collateral agent hereunder, such successor collateral agent shall succeed to all the rights, powers and duties of the retiring Notes Collateral Agent, and the term “Notes Collateral Agent” shall mean such successor collateral agent, and the retiring Notes Collateral Agent’s appointment, powers and duties as the Notes Collateral Agent shall be terminated. After the retiring Notes Collateral Agent’s resignation hereunder, the provisions of this Section 12.8 (and Section 7.6) shall continue to inure to its benefit and the retiring Notes Collateral Agent shall not by reason of such resignation be deemed to be released from liability as to any actions taken or omitted to be taken by it while it was the Notes Collateral Agent under this Indenture. Notwithstanding the foregoing, the replacement of the Notes Collateral Agent under this Section shall not take effect until (i) the delivery of a written acceptance from the successor Notes Collateral Agent as described above, and (ii) the transfer of any collateral security to that successor. The removed Notes Collateral Agent shall, make available to the successor collateral agent such documents and records and provide such assistance as the successor collateral agent may reasonably request for the purposes of performing its functions as Notes Collateral Agent under the Notes Document, First Lien Intercreditor Agreement and any other Acceptable Intercreditor Agreement. The Issuer shall, within three Business Days of demand, reimburse the retiring Notes Collateral Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.

(j) Wilmington Trust (London) Limited shall initially act as Notes Collateral Agent and the Issuer and each of the Holders by its acceptance of the Notes, and each beneficial owner of an interest in a Note, hereby irrevocably authorizes the Notes Collateral Agent to appoint co-Notes Collateral Agents and other additional Notes Collateral Agents (and, in each case, appointment of such person shall be reflected in documentation, which the Notes Collateral Agent is hereby authorized to enter into). The remuneration that the Notes Collateral Agent may pay to that person, and any costs and expenses (together with any applicable tax) incurred by that person in performing its functions pursuant to that appointment shall, for this purposes of this Indenture, be treated as costs and expenses incurred by the Notes Collateral Agent. Except as otherwise explicitly provided herein or in the Collateral Documents, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement, neither the Notes Collateral Agent nor any of its officers, directors, employees or agents or other Related Persons shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The Notes Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Notes Collateral Agent nor any of its officers, directors, employees or agents shall be responsible for any act or failure to act hereunder, except for its own gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final non-appealable decision. For the avoidance of doubt, the Notes Collateral Agent shall not be bound to account to any other First Lien Secured Party for any sum or the profit element of any sum received by it for its own account.

(k) The Notes Collateral Agent is authorized and directed to (i) enter into the Collateral Documents to which it is party, whether executed on or after the Issue Date, (ii) enter into the First Lien Intercreditor Agreement and any other Acceptable Intercreditor Agreement, (iii) make the representations of the Holders set forth in the Collateral Documents, the First Lien Intercreditor Agreement and any other Acceptable Intercreditor Agreement, (iv) bind the Holders on the terms as set forth in the Collateral Documents, the First Lien Intercreditor Agreement and any other Acceptable Intercreditor Agreement and (v) perform and observe its obligations under the Collateral Documents, the First Lien Intercreditor Agreement and any other Acceptable Intercreditor Agreement.

(l) [Reserved].

(m) If applicable, the Notes Collateral Agent is each Holder's agent for the purpose of perfecting the Holders' security interest in assets which, in accordance with Article 9 of the UCC can be perfected only by possession. Should the Trustee obtain possession of any such Collateral, upon written request from the Issuer, the Trustee shall notify the Notes Collateral Agent thereof and promptly shall deliver such Collateral to the Notes Collateral Agent.

(n) The Notes Collateral Agent shall not have any obligation whatsoever to the Trustee or any of the Holders to assure that the Collateral exists or is owned by any Grantor or is cared for, protected, or insured or has been encumbered, or that the Notes Collateral Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, maintained or enforced or are entitled to any particular priority, or to determine whether all or the Grantor's property constituting Collateral intended to be subject to the Lien and security interest of the Collateral Documents has been properly and completely listed or delivered, as the case may be, or the genuineness, validity, marketability or sufficiency thereof or title thereto, or to exercise at all or in any particular manner or under any duty of care, disclosure, or fidelity, or to continue exercising, any of the rights, authorities, and powers granted or available to the Notes Collateral Agent pursuant to this Indenture, any Collateral Document, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement other than pursuant to the instructions of the Holders of a majority in aggregate principal amount of the Notes or as otherwise provided in the Collateral Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, the Notes Collateral Agent shall not have any other duty or liability whatsoever to the Trustee or any Holder, or any other Notes Collateral Agents (if any), as to any of the foregoing.

(o) If the Issuer or any Note Guarantor (i) incurs any obligations in respect of First Priority Obligations at any time when no First Lien Intercreditor Agreement or other applicable Acceptable Intercreditor Agreement is in effect or at any time when Indebtedness constituting First Priority Obligations entitled to the benefit of an existing First Lien Intercreditor Agreement or other applicable Acceptable Intercreditor Agreement is concurrently retired, or incurs any other obligations permitted hereunder and required to be subject to an intercreditor agreement, and (ii) delivers to the Trustee and/or the Notes Collateral Agent an Officers' Certificate so stating and requesting the Notes Collateral Agent to enter into an intercreditor agreement (on substantially the same terms as the First Lien Intercreditor Agreement and/or any other applicable Acceptable Intercreditor Agreement) in favor of a designated agent or representative for the Holders of the First Priority Obligations so incurred, or on reasonable and customary terms with respect to any other such intercreditor agreement, together with an Opinion of Counsel, the Notes Collateral Agent shall (and is hereby authorized and directed to) enter into such intercreditor agreement (at the sole expense and cost of the Issuer, including legal fees and expenses of the Notes Collateral Agent), bind the Holders on the terms set forth therein and perform and observe its obligations thereunder.

(p) If the Issuer or any Note Guarantor (i) incurs any obligations in respect of Indebtedness on which a junior lien on the Collateral is to be granted, and (ii) delivers to the Trustee and/or the Notes Collateral Agent an Officers' Certificate so stating and requesting the Notes Collateral Agent to enter into an intercreditor agreement (including any Acceptable Intercreditor Agreement) with a designated agent or representative for the Holders of such Indebtedness or other obligations so incurred, and stating that such intercreditor agreement is on customary terms (as determined by the Issuer), the Notes Collateral Agent shall (and is hereby authorized and directed to) enter into such intercreditor agreement (at the sole expense and cost of the Issuer, including legal fees and expenses of the Trustee and/or the Notes Collateral Agent), bind the Holders on the terms set forth therein and perform and observe its obligations thereunder.

(q) No provision of this Indenture, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement or any Collateral Document shall require the Notes Collateral Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or thereunder or to take or omit to take any action hereunder or thereunder or take any action at the request or direction of Holders unless it shall have first received an indemnity, pre-funding and/or security satisfactory to the Notes Collateral Agent and against potential costs and liabilities incurred by the Notes Collateral Agent relating thereto. Notwithstanding anything to the contrary contained in this Indenture, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement or the Collateral Documents, in the event the Notes Collateral Agent is entitled or required to commence an action to foreclose or otherwise exercise its remedies to acquire control or possession of the Collateral, the Notes Collateral Agent shall not be required to commence any such action or exercise any remedy or to inspect or conduct any studies of any property under the mortgages or take any such other action if the Notes Collateral Agent has determined that the Notes Collateral Agent may incur personal liability as a result of the presence at, or release on or from, the Collateral or such property, of any hazardous substances. In no event shall the Notes Collateral Agent be required to execute and deliver any landlord lien waiver, estoppel or collateral access letter, or any account control agreement or any instruction or direction letter delivered in connection with such document that the Notes Collateral Agent determines adversely affects it or otherwise subjects it to personal liability, including without limitation agreements to indemnify any contractual counterparty; provided that nothing in this clause (n) shall be implied as imposing any such obligation on the Issuer, or any Guarantor to obtain any such landlord lien waiver, estoppel or collateral access letter, or any account control agreement. The Notes Collateral Agent shall at any time be entitled to cease taking any action described in this paragraph (n) if it no longer reasonably deems any indemnity, security or undertaking from the Issuer, the Notes Guarantors, or the Holders to be sufficient.

(r) The Notes Collateral Agent (i) shall not be liable for any action taken or omitted to be taken by it in connection with this Indenture, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement and the Collateral Documents or instrument referred to herein or therein, except to the extent that any of the foregoing are found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from its own gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable decision), (ii) shall not be liable for interest on any money received by it except as the Notes Collateral Agent may agree in writing with the Issuer (and money held in trust by the Notes Collateral Agent (a) shall be held uninvested without liability for interest, unless otherwise agreed in writing, (b) shall be held in a non-interest bearing trust account and (c) need not be segregated from other funds except to the extent required by law) and (iii) may consult with counsel of its selection and the advice or opinion of such counsel as to matters of law shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it in good faith and in accordance with the advice or opinion of such counsel. The grant of permissive rights or powers to the Notes Collateral Agent in this Indenture or the Collateral Documents shall not be construed to impose duties to act. Without prejudice to any provision of any Notes Document, the First Lien Intercreditor Agreement or any Acceptable Intercreditor Agreement excluding or limiting the liability of the Notes Collateral Agent or its delegates or sub-delegates, any liability of the Notes Collateral Agent or its delegates and sub-delegates arising under or in connection with such documents or the Collateral shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Notes Collateral Agent or its delegates or sub-delegates or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Notes Collateral Agent or its delegates or sub-delegates at any time which increase the amount of that loss.

(s) Neither the Notes Collateral Agent nor the Trustee shall be liable for delays or failures in performance resulting from acts beyond its control. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Neither the Notes Collateral Agent nor the Trustee shall be liable for any indirect, special, punitive, incidental or consequential damages (included but not limited to lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action. Additionally, the Notes Collateral Agent will not be liable for any delay (or related consequences) in crediting an account with an amount required under any Notes Document, the First Lien Intercreditor Agreement, or any other Acceptable Intercreditor Agreement, to be paid by the Notes Collateral Agent if the Notes Collateral Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognized clearing or settlement system used by the Notes Collateral Agent for that purpose.

(t) The Notes Collateral Agent shall not assume any responsibility for any failure or delay in performance or any breach by the Issuer or any other Grantor under this Indenture, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement and the Collateral Documents, nor shall it be assumed that the Notes Collateral Agent is aware (unless it has received notice to the contrary in its capacity as Notes Collateral Agent) that any right, power, authority or discretion vested in any party (including, without limitation, the First Lien Secured Parties) has been exercised. The Notes Collateral Agent shall not be responsible to the Holders or any other Person for any recitals, statements, information, representations or warranties contained in this Indenture, any Collateral Documents, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement or in any certificate, report, statement, or other document referred to or provided for in, or received by the Notes Collateral Agent under or in connection with, this Indenture, any Collateral Document, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement; the execution, validity, genuineness, effectiveness or enforceability of the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement, and any Collateral Documents of any other party thereto; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any Collateral, or the validity, effectiveness, enforceability, sufficiency, extent, perfection or priority of any Lien therein; the validity, enforceability or collectability of any Obligations; the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any obligor; or for any failure of any obligor to perform its Obligations under this Indenture, the Notes, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement, and the Collateral Documents. The Notes Collateral Agent shall not have any obligation to any Holder or any other Person to ascertain or inquire into the existence of any Default or Event of Default, the observance or performance by any obligor of any terms of this Indenture, the Notes, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement, the Credit Agreement or the Collateral Documents, or the satisfaction of any conditions precedent contained in this Indenture, the Notes, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement or any Collateral Documents. The Notes Collateral Agent shall not be required to initiate or conduct any litigation or collection or other proceeding under this Indenture, the Notes, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement, and the Collateral Documents unless expressly set forth hereunder or thereunder. Without limiting its obligations as expressly set forth herein, the Notes Collateral Agent shall have the right at any time to seek instructions from the Holders with respect to the administration of the Notes Documents, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement.

(u) The parties hereto and the Holders hereby agree and acknowledge that neither the Notes Collateral Agent nor the Trustee shall assume, be responsible for or otherwise be obligated for any liabilities, claims, causes of action, suits, losses, allegations, requests, demands, penalties, fines, settlements, damages (including foreseeable and unforeseeable), judgments, expenses and costs (including but not limited to, any remediation, corrective action, response, removal or remedial action, or investigation, operations and maintenance or monitoring costs, for personal injury or property damages, real or personal) of any kind whatsoever, pursuant to any environmental law as a result of this Indenture, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement, the Collateral Documents or any actions taken pursuant hereto or thereto. Further, the parties hereto and the Holders hereby agree and acknowledge that in the exercise of its rights under this Indenture, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement, and the Collateral Documents, the Notes Collateral Agent may hold or obtain indicia of ownership primarily to protect the security interest of the Notes Collateral Agent in the Collateral and that any such actions taken by the Notes Collateral Agent shall not be construed as or otherwise constitute any participation in the management of such Collateral. However, if the Notes Collateral Agent or the Trustee is required to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, in order to care out any fiduciary or trust obligation for the benefit of another or pursuant to this Indenture which in the Trustee's or the Notes Collateral Agent's reasonable discretion may cause the Trustee or the Notes Collateral Agent to be considered an "owner or operator" under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et seq., or otherwise cause the Trustee or the Notes Collateral Agent to incur liability under CERCLA or any equivalent federal, state or local law, the Trustee and the Notes Collateral Agent reserves the right, instead of taking such action, to either resign as the Trustee or the Notes Collateral Agent or arrange for the transfer of the title or control of the asset to a court-appointed receiver. Neither the Notes Collateral Agent nor the Trustee shall be liable to the Issuer, the Note Guarantors or any other Person for any environmental claims or contribution actions under any federal, state or local law, rule or regulation by reason of the Notes Collateral Agent's or the Trustee's actions and conduct as authorized, empowered and directed hereunder or relating to the discharge, release or threatened release of hazardous materials into the environment. If at any time it is necessary, in connection with an exercise of remedies, for property to be

possessed, owned, operated or managed by any Person (including the Notes Collateral Agent or the Trustee) other than the Issuer or the Note Guarantors, Holders of a majority in aggregate principal amount of the then outstanding Notes shall direct the Notes Collateral Agent or the Trustee in writing to appoint an appropriately qualified Person (excluding the Notes Collateral Agent or the Trustee) who they shall designate to possess, own, operate or manage, as the case may be, the property.

(v) Upon the receipt by the Notes Collateral Agent of an Officers' Certificate, the Notes Collateral Agent is hereby authorized to execute and enter into, and shall execute and enter into, without the further consent of any Holder or the Trustee, any Collateral Document or amendment or supplement thereto to be executed after the Issue Date; *provided* that the Notes Collateral Agent shall not be required to execute or enter into any such Collateral Document which, in the Notes Collateral Agent's reasonable opinion adversely affects the rights, duties, liabilities, privileges, protections, indemnities or immunities of the Notes Collateral Agent or that the Notes Collateral Agent reasonably determines involves the Notes Collateral Agent in personal liability. Such Officers' Certificate shall (i) state that it is being delivered to the Notes Collateral Agent pursuant to this Section 12.8(s), and (ii) instruct the Notes Collateral Agent to execute and enter into such Collateral Document. Any such execution of a Collateral Document shall be at the written direction and expense of the Issuer, upon delivery to the Notes Collateral Agent of an Officers' Certificate stating that all conditions precedent (if any) to the execution and delivery of the Collateral Document have been satisfied. The Holders, by their acceptance of the Notes, hereby authorize and direct the Notes Collateral Agent to execute such Collateral Documents.

(w) Subject to the provisions of the applicable Collateral Documents, the First Lien Intercreditor Agreement and any other Acceptable Intercreditor Agreement, each Holder, by acceptance of the Notes, agrees that the Notes Collateral Agent shall execute and deliver the First Lien Intercreditor Agreement, any other Acceptable Intercreditor Agreement and the Collateral Documents, or joinder or similar agreements in respect thereof, to which it is (or is to be) a party and all agreements, documents and instruments incidental thereto (including any releases permitted hereunder), and act in accordance with the terms thereof. For the avoidance of doubt, the Notes Collateral Agent shall not be required to exercise discretion under this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement and shall not be required to make or give any determination, consent, approval, request or direction without the written direction of the Holders of a majority in aggregate principal amount of the then outstanding Notes, except as otherwise expressly provided for herein or in any Collateral Document, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement. Each Holder, by acceptance of the Notes, authorizes and directs the Notes Collateral Agent to execute and deliver the First Lien Intercreditor Agreement, in its capacity as Authorized Representative (as defined therein) and all agreements, documents and instruments incidental to each of the foregoing, and act in accordance with the respective terms thereof.

(x) After the occurrence of an Event of Default, the Trustee, acting at the direction of the Holders of a majority of the aggregate principal amount of the Notes then outstanding, may direct the Notes Collateral Agent in connection with any action required or permitted by this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement.

(y) The Notes Collateral Agent (or its bailee) is authorized to receive any funds for the benefit of itself, the Trustee and the Holders distributed under the Collateral Documents, the First Lien Intercreditor Agreement and any other Acceptable Intercreditor Agreement and to the extent not prohibited under the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement, for turnover to the Trustee to make further distributions of such funds to itself, the Trustee and the Holders in accordance with the provisions of Section 6.10 hereof and the other provisions of this Indenture.

(z) In each case that the Notes Collateral Agent may or is required hereunder or under any other Notes Document, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement to take any discretionary action (an "**Action**"), including without limitation to make any determination, to give consents, to exercise rights, powers or remedies, to release or sell Collateral (unless such release or sale is expressly provided for hereunder or thereunder) or otherwise to act in its discretion hereunder or under any other Notes Document, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement, the Notes Collateral Agent may seek direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes. The Notes Collateral Agent shall not be liable with respect to any Action taken or omitted to be taken by it in accordance with

the direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes. If the Notes Collateral Agent shall request direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes with respect to any Action, the Notes Collateral Agent shall be entitled to refrain from such Action unless and until the Notes Collateral Agent shall have received direction from the Holders of a majority in aggregate principal amount of the then outstanding Notes, and such Notes Collateral Agent shall not incur liability to any Person by reason of so refraining.

(aa) Notwithstanding anything to the contrary in this Indenture, any Collateral Document, the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement, in no event shall the Notes Collateral Agent or the Trustee be responsible for, or have any duty or obligation with respect to, the recording, filing, registering, perfection, protection or maintenance of the security interests or Liens intended to be created by this Indenture or the other Notes Documents (including without limitation the filing or continuation of any UCC or PPSA financing or continuation statements or similar documents or instruments (or analogous procedures under the applicable laws in the relevant Covered Jurisdiction)), nor shall the Notes Collateral Agent or the Trustee be responsible for, and neither the Notes Collateral Agent nor the Trustee makes any representation regarding, the validity, effectiveness or priority of any of the Collateral Documents or the security interests or Liens intended to be created thereby. Additionally, neither the Notes Collateral Agent nor the Trustee shall be responsible for providing, maintaining, monitoring or preserving insurance on or the payment of taxes with respect to any of the Collateral. Where the Notes Collateral Agent is named on any insurance policy as an insured party, it shall not be liable for any damages, costs or losses to any person as a result of its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless the Trustee (acting at the written direction of the Holders of a majority in aggregate principal amount of the Notes), requests it to do so in writing and the Notes Collateral Agent fails to do so within fourteen days after receipt of that request.

(bb) Before the Notes Collateral Agent acts or refrains from acting in each case at the request or direction of the Issuer, the Note Guarantors, or the Trustee, other than as set forth in this Indenture, the Collateral Documents, the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement, it may require an Officers' Certificate, which shall conform to the provisions of Section 11.4 hereof. The Notes Collateral Agent shall not be liable for any action it takes or omits to take in good faith in reliance on such certificate or opinion.

(cc) Notwithstanding anything to the contrary contained herein, subject to the First Lien Intercreditor Agreement and/or any other Acceptable Intercreditor Agreement, the Notes Collateral Agent shall act pursuant to the instructions of the Holders and/or the Trustee (acting at the written direction of the Holders of a majority in aggregate principal amount of the Notes) solely with respect to the Collateral Documents and the Collateral.

(dd) The Issuer shall pay compensation to, reimburse expenses of and indemnify the Notes Collateral Agent in accordance with Section 7.6 hereof. Accordingly, the reference to the "Trustee" in Section 6.10, Section 7.6 and Section 7.7 hereof shall be deemed to include the reference to the Notes Collateral Agent and Section 7.6 of this Indenture shall apply mutatis mutandis to the Notes Collateral Agent in their capacity as such.

(ee) The Issuer and each of the Holders by acceptance of the Notes acknowledges and directs that the benefits, indemnities, privileges, protections, and rights of the Notes Collateral Agent shall extend to (and may be claimed directly or by the Notes Collateral Agent on behalf of) each sub-agent, as the case may be.

(ff) Beyond the exercise of reasonable care in the custody thereof, neither the Notes Collateral Agent nor the Trustee shall have duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and neither the Trustee nor the Notes Collateral Agent shall be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. The Notes Collateral Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Notes Collateral Agent.

(gg) Neither the Notes Collateral Agent nor the Trustee shall be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence or willful misconduct on the part of the Trustee or the Notes Collateral Agent (as determined by a court of competent jurisdiction in a final non-appealable decision), for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the applicable Grantor to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral. The Trustee and Notes Collateral Agent shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Indenture, the First Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement or any other Collateral Document.

(hh) The rights, privileges, benefits, immunities, indemnities and other protections given to the Trustee (other than the Trustee's rights under Section 7.2(o) and (p)) are extended to, and shall be enforceable by, the Notes Collateral Agent as if the Notes Collateral Agent were named as the Trustee herein and the Collateral Documents were named as this Indenture herein. Such rights, privileges, benefits, immunities, indemnities and other protections of the Notes Collateral Agent extend to the Notes Collateral Agent acting under any of the Collateral Documents. For the avoidance of doubt, the rights, privileges, benefits, immunities and other protections given to the Notes Collateral Agent hereunder, shall survive the satisfaction, discharge or termination of this Indenture or its earlier termination, resignation or removal of the Notes Collateral Agent.

(ii) Notwithstanding anything else to the contrary herein (but not with respect to express discretions to the Notes Collateral Agent hereunder), whenever reference is made in this Indenture or any Collateral Document, to any discretionary action whether by consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Notes Collateral Agent in its discretion or to any discretionary election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Notes Collateral Agent, it is understood that in all cases the Notes Collateral Agent shall be fully justified in failing or refusing to take any such discretionary action if it shall not have received written instruction, advice or concurrence of the Trustee acting at the written direction of the Holders or the Holders or any controlling agent or representative under any intercreditor agreement or Collateral Document in respect of such action (in each case as applicable). The Notes Collateral Agent shall have no liability for any failure or delay in taking any actions contemplated above as a result of a failure or delay on the part of the Trustee acting at the written direction of the Holders or the Holders or any controlling agent or representative under any intercreditor agreement or Collateral Document to provide such instruction, advice or concurrence. Save in the case of decisions stipulated to be a matter for any other Holder or group of Holders under the relevant Notes Document or First Lien Intercreditor Agreement, or any other Applicable Intercreditor Agreement, and unless a contrary indication appears in any such document, any instructions given to the Notes Collateral Agent by the Holders of a majority in aggregate principal amount of the Notes shall override any conflicting instructions given by any other parties and will be binding on all First Lien Secured Parties. If giving effect to instructions given by the Holders or Trustee (as applicable) would (in the Notes Collateral Agent's opinion) have an effect equivalent to an amendment or waiver referred to in Article 9, the Notes Collateral Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each relevant party (other than the Notes Collateral Agent) whose consent would have been required in respect of that amendment or waiver.

(jj) Without limiting the foregoing, with respect to any Collateral located outside of the United States ("Foreign Collateral"), the Notes Collateral Agent shall have no obligation to directly enforce, or exercise rights and remedies in respect of, or otherwise exercise any judicial action or appear before any court in any jurisdiction outside of the United States. To the extent the Holders of a majority in aggregate outstanding amount of Notes outstanding determine that it is necessary or advisable in connection with any enforcement or exercise of rights with respect to Foreign Collateral to exercise any judicial action or appear before any such court, the Holders of a majority in aggregate outstanding amount of Notes outstanding shall be entitled to direct the Notes Collateral Agent to appoint a local agent for such purpose (subject to the receipt of such protections, security and indemnities as the Notes Collateral Agent shall determine in its sole discretion to protect the Notes Collateral Agent from liability).

(kk) Neither the Trustee nor the Notes Collateral Agent shall have any obligation whatsoever to assure that the Collateral exists or is owned by any Guarantor or is cared for, protected, or insured or has been encumbered, or that the Notes Collateral Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, maintained or enforced or are entitled to any particular priority, or to determine whether all or the Note Guarantor's property constituting collateral intended to be subject to the Lien and security interest of the Collateral Documents has been properly and completely listed or delivered, as the case may be, or the genuineness, validity, marketability or sufficiency thereof or title thereto, or to exercise at all or in any particular manner or under any duty of care, disclosure, or fidelity, or to continue exercising, any of the rights, authorities, and powers granted or available to the Notes Collateral Agent pursuant to this Indenture, any Collateral Document or the First Lien Intercreditor Agreement other than pursuant to the instructions of the Holders of a majority in aggregate principal amount of the Notes or as otherwise provided in the Collateral Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, the Notes Collateral Agent shall have no other duty or liability whatsoever to the Trustee or any Holder as to any of the foregoing.

(ll) In acting as agent or trustee for the First Lien Secured Parties, the Notes Collateral Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments. If information is received by another division or department of the Notes Collateral Agent, it may be treated as confidential to that division or department and the Notes Collateral Agent shall not be deemed to have notice of it. Unless a Notes Document, the First Lien Intercreditor Agreement or any Acceptable Intercreditor Agreement expressly provides otherwise, the Notes Collateral Agent may disclose to any other party to such document any information it reasonably believes to have received as security trustee under such documents.

(mm) In the event of (i) a Default, (ii) the Notes Collateral Agent being requested by the Issuer or any Grantor or any Holder to undertake duties which the Notes Collateral Agent and the Issuer agree to be of an exceptional nature or outside the scope of the normal duties of the Notes Collateral Agent under the Notes Documents, First Lien Intercreditor Agreement or any Acceptable Intercreditor Agreement, or (iii) the Notes Collateral Agent and the Issuer agreeing it is otherwise appropriate in the circumstances, the Issuer shall pay to the Notes Collateral Agent any additional remuneration that may be agreed between them or determined pursuant to the following sentence. If the Notes Collateral Agent and the Issuer fail to agree upon the nature of the duties, or upon the additional remuneration referred to in this paragraph or whether additional remuneration is appropriate in the circumstances, any dispute shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Notes Collateral Agent and approved by the Issuer or, failing approval, nominated (on the application of the Notes Collateral Agent) by the President for the time being of the Law Society of England and Wales (the costs of the nomination and of the investment bank being payable by the Issuer) and the determination of any investment bank shall be final and binding upon the parties.

(nn) The Notes Collateral Agent may appoint and pay any person to act as a custodian, sub-agent, bailee or nominee on any terms in relation to any asset of the trust as the Notes Collateral Agent may determine, including for the purpose of depositing with a custodian this Indenture or any document relating to the trust created under this Indenture and the Notes Collateral Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Indenture or be bound to supervise the proceedings or acts of any person.

(oo) The Notes Collateral Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with the Issuer or any Grantor or Affiliate of the Issuer or any Grantor.

(pp) Nothing in this Indenture shall oblige the Notes Collateral Agent to carry out (i) any "know your customer" or other checks in relation to any person, or (ii) any check on the extent to which any transaction contemplated by this Indenture might be unlawful for any First Lien Secured Party, on behalf of any First Lien Secured Party and each First Lien Secured Party confirms to the Notes Collateral Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Notes Collateral Agent.

(qq) To the extent that English law is applicable to the duties of the Notes Collateral Agent under any Notes Document, First Lien Intercreditor Agreement and any Acceptable Intercreditor Agreement, (i) the rights, powers, authorities and discretions given to the Notes Collateral Agent under or in connection with the Notes

Documents, First Lien Intercreditor Agreement and any Acceptable Intercreditor Agreement shall be supplemental to the Trustee Act 1925 of the United Kingdom and the Trustee Act 2000 of the United Kingdom and in addition to any which may be vested in the Notes Collateral Agent by law or regulation or otherwise, (ii) Section 1 of the Trustee Act 2000 of the United Kingdom shall not apply to the duties of the Notes Collateral Agent in relation to the trusts constituted by this Indenture, and (iii) where there are any inconsistencies between the Trustee Act 1925 of the United Kingdom or the Trustee Act 2000 of the United Kingdom and the provisions of this Indenture, the provisions of this Indenture shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000 of the United Kingdom, the provisions of this Indenture shall constitute a restriction or exclusion for the purposes of that Act.

ARTICLE 13

PARALLEL DEBT

Section 13.1 Purpose: Governing Law. This Article 13 is included in this Indenture solely for the purpose of ensuring the validity and effect of certain security rights governed by the laws of certain countries outside the U.S., granted pursuant to the applicable Collateral Documents and, for the avoidance of doubt, shall not limit the rights and remedies provided to the First Lien Notes Secured Parties by the other provisions hereof and of any of the other Notes Documents.

Section 13.2 Additional Parallel Debt Provisions. In the case of any Note Guarantor that becomes a Note Guarantor after the Issue Date and is located in a jurisdiction where Parallel Debt provisions are customary or required, the Issuer, the Note Guarantors, the Trustee and the Notes Collateral Agent are hereby authorized to provide for Parallel Debt, in customary form (as determined by the Issuer in its sole discretion) in the supplemental indenture with respect to such Guarantor's guarantee. Subject to the rights of the Trustee and the Notes Collateral Agent hereunder, the Issuer, without the consent of any Holder, may also incorporate into this Indenture additional Parallel Debt provisions as necessary to address After-Acquired Property in any jurisdiction where no assets are pledged by a guarantor organized therein on the Issue Date. For the avoidance of doubt, in no event shall the Trustee be required to act outside of the United States or to enter into any foreign law governed document, in connection with any Parallel Debt or otherwise, under or pursuant to this Indenture or any other Notes Documents.

(a) The Issuer and the Note Guarantors, by way of an independent payment obligation, hereby irrevocably and unconditionally undertakes to pay to the Notes Collateral Agent, as creditor in its own right and not as representative of the other First Lien Secured Parties, any amounts owing from time to time by that Issuer or Note Guarantor to any First Lien Secured Party (other than the Notes Collateral Agent) under any of the Notes Documents (its "**Corresponding Debt**"), as and when those amounts are due (the Issuer or such Note Guarantor's payment and undertaking pursuant to this paragraph (a), its "**Parallel Debt**").

(b) The Issuer, each Note Guarantor and the Notes Collateral Agent acknowledges that the Parallel Debt of the Issuer and each Note Guarantor is several and is separate and independent from, and shall not in any way limit or affect, the Corresponding Debt of that Issuer or Note Guarantor nor shall the amounts for which the Issuer or each Note Guarantor is liable under its Parallel Debt be limited or affected in any way by its Corresponding Debt; *provided* that, notwithstanding any other provision of this Indenture or any other Notes Documents:

(c) the Parallel Debt of the Issuer and each Note Guarantor shall be automatically decreased and discharged to the extent that its Corresponding Debt has been irrevocably paid or, in the case of guarantee obligations, discharged;

(d) the Corresponding Debt of the Issuer and each Note Guarantor shall be automatically decreased and discharged to the extent that its Parallel Debt has been irrevocably paid or, in the case of guarantee obligations, discharged;

(e) the amount of the Parallel Debt of each the Issuer and each Note Guarantor shall at all times be equal to the amount of its Corresponding Debt; and

(f) the aggregate amount outstanding owed by the Issuer and each Note Guarantor under the Notes Documents at any time shall not exceed the amount of the Corresponding Debt at that time.

Section 13.3 Place of performance. (a) The place of performance for all rights, obligations and liabilities under this Indenture or any other Notes Documents shall be outside Austria, which in particular means that

(i) for payments from Austria a payment obligation is effectively discharged only if funds are credited to a foreign (non-Austrian) account of the recipient of that payment;

(ii) for payments to Austria a payment obligation is discharged if funds are wired/transferred from a foreign (non-Austrian) account of the person making that payment; and

(iii) in no event shall recipient and payer both use Austrian accounts for settling a payment.

(b) For the avoidance of doubt, the performance of any obligation or liability under or in connection with this Indenture or any other Notes Document within Austria and any payment made in violation of this Section 13.3 shall not constitute discharge or performance of such (payment or other) obligation or liability and does not effectively settle any (payment or other) obligation or liability under or in connection with this Indenture or any other Notes Documents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the date and year first above written.

AMER SPORTS COMPANY

By: /s/ Andrew E. Page
Name: Andrew E. Page
Title: President

GUARANTORS

AMER SPORTS, INC.

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Chief Financial Officer

WILSON SPORTING GOODS CO.

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Authorized Signatory

AMER SPORTS CANADA INC.

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Authorized Signatory

GUARANTORS

AMER SPORTS CORPORATION

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Authorized Signatory

AMERNET HOLDING SVERIGE AB

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Authorized Signatory

AMER SPORTS HOLDING OY

By: /s/ Andrew E. Page

Name: Andrew E. Page

Title: Authorized Signatory

AMER SPORTS HOLDING GMBH

By: /s/ Wilhelm Kerl

Name: Wilhelm Kerl

Title: Managing Director

AMER SPORTS HOLDING GMBH

By: /s/ Wolfgang Mayrhofer

Name: Wolfgang Mayrhofer

Title: Managing Director

THE BANK OF NEW YORK MELLON, AS TRUSTEE

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

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**WILMINGTON TRUST (LONDON) LIMITED, AS NOTES
COLLATERAL AGENT**

By: /s/ Antony Girling

Name: Antony Girling

Title: Vice President

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**CERTIFICATION BY THE PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jie (James) Zheng, certify that:

1. I have reviewed this annual report on Form 20-F of Amer Sports, Inc. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) [paragraph omitted in accordance with Exchange Act Rule 13a-14(a)];
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 18, 2024

/s/ Jie (James) Zheng

Signature

Chief Executive Officer

Title

**CERTIFICATION BY THE PRINCIPAL FINANCIAL OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Andrew E. Page, certify that:

1. I have reviewed this annual report on Form 20-F of Amer Sports, Inc. (the "Company");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) [paragraph omitted in accordance with Exchange Act Rule 13a-14(a)];
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 18, 2024

/s/ Andrew E. Page

Signature

Chief Financial Officer

Title

**CERTIFICATION BY THE PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The certification set forth below is being submitted in connection with the Annual Report on Form 20-F of Amer Sports, Inc. (the “Company”) for the fiscal year ended December 31, 2023 (the “Report”). I, Jie (James) Zheng, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 18, 2024

/s/ Jie (James) Zheng

Name: Jie (James) Zheng
Chief Executive Officer

**CERTIFICATION BY THE PRINCIPAL FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The certification set forth below is being submitted in connection with the Annual Report on Form 20-F of Amer Sports, Inc. (the “Company”) for the fiscal year ended December 31, 2023 (the “Report”). I, Andrew E. Page, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 18, 2024

/s/ Andrew E. Page

Name: Andrew E. Page

Chief Financial Officer

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement No. 333-276801 on Form S-8 of our report dated March 18, 2024, with respect to the consolidated financial statements of Amer Sports, Inc. and subsidiaries.

/s/ KPMG AB
Stockholm, Sweden
March 18, 2024

Amer Sports, Inc.
Compensation Recoupment Policy

This Amer Sports, Inc. Compensation Recoupment Policy (the “**Policy**”) has been adopted by the Board of Directors (the “**Board**”) of Amer Sports, Inc. (the “**Company**”) on January 3, 2024. This Policy provides for the recoupment of certain executive compensation in the event of an accounting restatement resulting from material noncompliance with financial reporting requirements under U.S. federal securities laws in accordance with the terms and conditions set forth herein. This Policy is intended to comply with the requirements of Section 10D of the Exchange Act (as defined below) and Section 303A.14 of the NYSE Listed Company Manual (the “**Listing Rule**”).

Definitions. For the purposes of this Policy, the following terms shall have the meanings set forth below.

“**Committee**” means the compensation committee of the Board or any successor committee thereof. If there is no compensation committee of the Board or if the compensation committee is not comprised solely of independent directors, references herein to the Committee shall refer to the Company’s committee of independent directors that is responsible for executive compensation decisions, or in the absence of such a committee, the independent members of the Board.

“**Covered Compensation**” means any Incentive-based Compensation “received” by a Covered Executive during the applicable Recoupment Period; *provided that*:

such Incentive-based Compensation was received by such Covered Executive (A) on or after the Effective Date, (B) after he or she commenced service as an Executive Officer and (C) while the Company had a class of securities publicly listed on a United States national securities exchange; and

such Covered Executive served as an Executive Officer at any time during the performance period applicable to such Incentive-based Compensation (whether or not such Covered Executive is serving in such capacity at the time any Covered Compensation is received or is required to be repaid to the Company).

For purposes of this Policy, Incentive-based Compensation is “received” by a Covered Executive during the fiscal period in which the Financial Reporting Measure applicable to such Incentive-based Compensation (or portion thereof) is attained, even if the payment or grant of such Incentive-based Compensation is made thereafter.

“**Covered Executive**” means any current or former Executive Officer.

“**Effective Date**” means the date on which the Company is listed on NYSE.

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.

“**Executive Officer**” means, with respect to the Company, (i) its president, (ii) its principal financial officer, (iii) its principal accounting officer (or if there is no such accounting officer, its controller), (iv) any vice-president in charge of a principal business unit, division or function (such as sales, administration or finance), (v) any other officer who performs a policy-making function for the Company (including any officer of the Company’s parent(s) or subsidiaries if they perform policy-making functions for the Company) and (vi) any other person who performs similar policy-making functions for the Company. Policy-making function is not intended to include policy-making functions that are not significant. The determination as to an individual’s status as an Executive Officer shall be made by the Committee and such determination shall be final, conclusive and binding on such individual and all other interested persons.

“**Financial Reporting Measure**” means any (i) measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, (ii) stock price measure or (iii) total shareholder return measure (and any measures that are derived wholly or in part from any measure referenced in clause (i), (ii) or (iii) above). For the avoidance of doubt, any such measure does

not need to be presented within the Company's financial statements or included in a filing with the U.S. Securities and Exchange Commission to constitute a Financial Reporting Measure.

"Financial Restatement" means a restatement of the Company's financial statements due to the Company's material noncompliance with any financial reporting requirement under U.S. federal securities laws that is required in order to correct:

an error in previously issued financial statements that is material to the previously issued financial statements; or

an error that would result in a material misstatement if the error were (A) corrected in the current period or (B) left uncorrected in the current period.

For purposes of this Policy, a Financial Restatement shall not be deemed to occur in the event of a revision of the Company's financial statements due to an out-of-period adjustment (i.e., when the error is immaterial to the previously issued financial statements and the correction of the error is also immaterial to the current period) or a retrospective (1) application of a change in accounting principles;

(2) revision to reportable segment information due to a change in the structure of the Company's internal organization; (3) reclassification due to a discontinued operation; (4) application of a change in reporting entity, such as from a reorganization of entities under common control; (5) revision for share subdivision, share consolidation, share dividends or other changes in capital structure; or (6) adjustment to provisional amounts in connection with a prior business combination.

"Incentive-based Compensation" means any compensation (including, for the avoidance of doubt, any cash or equity or equity-based compensation, whether deferred or current) that is granted, earned and/or vested based wholly or in part upon the achievement of a Financial Reporting Measure. Incentive-based Compensation shall be deemed "received" in the Company's fiscal period during which the Financial Reporting Measure specified in the Incentive-based Compensation award is attained, even if the payment, vesting, settlement or grant of the Incentive-based Compensation occurs after the end of that period. For purposes of this Policy, "Incentive-based Compensation" shall also be deemed to include any amounts which were determined based on (or were otherwise calculated by reference to) Incentive-based Compensation (including, without limitation, any amounts under any long-term disability, life insurance or supplemental retirement or severance plan or agreement or any notional account that is based on Incentive-based Compensation, as well as any earnings accrued thereon).

"NYSE" means the New York Stock Exchange, or any successor thereof.

"Recoupment Period" means the three fiscal years completed immediately preceding the date of any applicable Recoupment Trigger Date. Notwithstanding the foregoing, the Recoupment Period additionally includes any transition period (that results from a change in the Company's fiscal year) within or immediately following those three completed fiscal years, provided that a transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine (9) to twelve (12) months would be deemed a completed fiscal year.

"Recoupment Trigger Date" means the earlier of (i) the date that the Board (or a committee thereof or the officer(s) of the Company authorized to take such action if Board action is not required) concludes, or reasonably should have concluded, that the Company is required to prepare a Financial Restatement, and (ii) the date on which a court, regulator or other legally authorized body directs the Company to prepare a Financial Restatement.

Recoupment of Erroneously Awarded Compensation.

In the event of a Financial Restatement, if the amount of any Covered Compensation received by a Covered Executive (the **"Awarded Compensation"**) exceeds the amount of such Covered Compensation that would have otherwise been received by such Covered

Executive if calculated based on the Financial Restatement (the “**Adjusted Compensation**”), the Company shall reasonably promptly recover from such Covered Executive an amount equal to the excess of the Awarded Compensation over the Adjusted Compensation, each calculated on a pre-tax basis (such excess amount, the “**Erroneously Awarded Compensation**”).

If (i) the Financial Reporting Measure applicable to the relevant Covered Compensation is stock price or total shareholder return (or any measure derived wholly or in part from either of such measures) and (ii) the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the Financial Restatement, then the amount of Erroneously Awarded Compensation shall be determined (on a pre-tax basis) based on the Company’s reasonable estimate of the effect of the Financial Restatement on the Company’s stock price or total shareholder return (or the derivative measure thereof) upon which such Covered Compensation was received; and the Company must maintain documentation of the determination of that reasonable estimate and provide such documentation to the NYSE.

For the avoidance of doubt, the Company’s obligation to recover Erroneously Awarded Compensation is not dependent on (i) if or when the restated financial statements are filed or (ii) any fault of any Covered Executive for the accounting errors or other actions leading to a Financial Restatement.

Notwithstanding anything to the contrary in Sections 2(a) through (c) hereof, the Company shall not be required to recover any Erroneously Awarded Compensation if both (x) the conditions set forth in either of the following clauses (i), (ii), or (iii) are satisfied and (y) the Board’s committee of independent directors responsible for executive compensation decisions (or, in the absence of such a committee, a majority of the independent directors serving on the Board) has determined that recovery of the Erroneously Awarded Compensation would be impracticable:

the direct expense paid to a third party to assist in enforcing the recovery of the Erroneously Awarded Compensation under this Policy would exceed the amount of such Erroneously Awarded Compensation to be recovered; *provided* that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation pursuant to this Section 2(d), the Company shall have first made a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to make such recovery and provide that documentation to the NYSE;

recovery of the Erroneously Awarded Compensation would violate Cayman Islands law to the extent such law was adopted prior to November 28, 2022 (*provided* that, before concluding that it would be impracticable to recover any amount of Erroneously Awarded

Compensation pursuant to this Section 2(d)), the Company shall have first obtained an opinion of home country counsel of Cayman Islands, that is acceptable to the NYSE, that recovery would result in such a violation, and the Company must provide such opinion to the NYSE; or

recovery of the Erroneously Awarded Compensation would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Sections 401(a)(13) or 411(a) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”).

The Company shall not indemnify any Covered Executive, directly or indirectly, for any losses that such Covered Executive may incur in connection with the recovery of Erroneously Awarded Compensation pursuant to this Policy, including through the payment of insurance premiums or gross-up payments.

The Committee shall determine, in its sole discretion, the manner and timing in which any Erroneously Awarded Compensation shall be recovered from a Covered Executive in accordance with applicable law, including, without limitation, by (i) requiring reimbursement of Covered Compensation previously paid in cash; (ii) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer or other disposition of any equity or equity-based awards; (iii) offsetting the Erroneously Awarded Compensation amount from any compensation otherwise owed by the Company or any of its affiliates to the Covered Executive; (iv) cancelling outstanding vested or unvested equity or equity-based awards; (v) cancelling or offsetting against any = future cash or equity-based compensation obligations; and/or (vi) taking any other remedial and recovery action permitted by the memorandum and articles of association of the Company and applicable law. For the avoidance of doubt, except as set forth in Section 2(d), in no event may the

Company accept an amount that is less than the amount of Erroneously Awarded Compensation; *provided* that, to the extent necessary to avoid any adverse tax consequences to the Covered Executive pursuant to Section 409A of the Code, any offsets against amounts under any nonqualified deferred compensation plans (as defined under Section 409A of the Code) shall be made in compliance with Section 409A of the Code.

Administration. This Policy shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon the Company and the Covered Executives, their beneficiaries, heirs, executors, administrators and any other legal representative. The Committee shall have full power and authority to (i) administer and interpret this Policy; (ii) correct any defect, supply any omission and reconcile any inconsistency in this Policy; and (iii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of this Policy and to comply with the memorandum and articles of association of the Company and applicable law (including Section 10D of the Exchange Act) and applicable stock market or exchange rules and regulations. Notwithstanding anything to the contrary contained herein, to the extent permitted by Section 10D of the Exchange Act and the Listing Rule, the Board may, in its sole discretion, at any time and from time to time, administer this Policy in the same manner as the Committee.

Amendment/Termination. Subject to Section 10D of the Exchange Act and the Listing Rule, this Policy may be amended or terminated by the Committee at any time. To the extent that any applicable law, or stock market or exchange rules or regulations require recovery of Erroneously Awarded Compensation in circumstances in addition to those specified herein, nothing in this Policy shall be deemed to limit or restrict the right or obligation of the Company to recover Erroneously Awarded Compensation to the fullest extent required by such applicable law, stock market or exchange rules and regulations. Unless otherwise required by applicable law, this Policy shall no longer be effective from and after the date that the Company no longer has a class of securities publicly listed on a United States national securities exchange.

Interpretation. Notwithstanding anything to the contrary herein, this Policy is intended to comply with the requirements of Section 10D of the Exchange Act and the Listing Rule (and any applicable regulations, administrative interpretations or stock market or exchange rules and regulations adopted in connection therewith). The provisions of this Policy shall be interpreted in a manner that satisfies such requirements and this Policy shall be operated accordingly. If any provision of this Policy would otherwise frustrate or conflict with this intent, the provision shall be interpreted and deemed amended so as to avoid such conflict.

Other Compensation Clawback/Recoupment Rights. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies, rights or requirements with respect to the clawback or recoupment of any compensation that may be available to the Company pursuant to the terms of any other recoupment or clawback policy of the Company (or any of its affiliates) that may be in effect from time to time, any provisions in any employment agreement, offer letter, equity plan, equity award agreement or similar plan or agreement, and any other legal remedies available to the Company, as well as applicable law, stock market or exchange rules, listing standards or regulations; *provided, however*, that any amounts recouped or clawed back under any other policy that would be recoupable under this Policy shall count toward any required clawback or recoupment under this Policy and vice versa.

Exempt Compensation. Notwithstanding anything to the contrary herein, the Company has no obligation under this Policy to seek recoupment of amounts paid to a Covered Executive which are granted, vested or earned based solely upon the occurrence or non-occurrence of nonfinancial events. Such exempt compensation includes, without limitation, base salary, time-vesting awards, compensation awarded on the basis of the achievement of metrics that are not Financial Reporting Measures or compensation awarded solely at the discretion of the Committee or the Board, *provided* that such amounts are in no way contingent on, and were not in any way granted on the basis of, the achievement of any Financial Reporting Measure performance goal.

Miscellaneous.

Any applicable award agreement or other document setting forth the terms and conditions of any compensation covered by this Policy shall be deemed to include the restrictions imposed herein and incorporate this Policy by reference and, in the event of any inconsistency, the terms of this Policy will govern. For the avoidance of doubt, this Policy applies to all compensation that is received on or after the Effective Date, regardless of the date on which the award agreement or other document setting forth the terms and conditions of the Covered Executive's compensation became effective, including, without limitation, compensation received under the Amer Sports, Inc. 2019 Stock Option Plan Rules, the Amer Sports, Inc. 2023 Stock Option Plan Rules and the Amer Sports, Inc. 2023 Omnibus Incentive Plan, and any successor plan to each of the foregoing.

This Policy shall be binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators or other legal representatives.

All issues concerning the construction, validity, enforcement and interpretation of this Policy and all related documents, including, without limitation, any employment agreement, offer letter, equity award agreement or similar agreement, shall be governed by, and construed in accordance with, the laws of England and Wales, without giving effect to any choice of law or conflict of law rules or provisions (whether of England and Wales or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than England and Wales.

The Covered Executives, their beneficiaries, heirs, executors, administrators and any other legal representative and the Company shall initially attempt to resolve all claims, disputes or controversies arising under, out of or in connection with this Policy by conducting good faith negotiations amongst themselves. To ensure the timely and economical resolution of disputes that arise in connection with this Policy, the court of England and Wales shall have exclusive jurisdiction in relation to all disputes (including non-contractual disputes) arising out of or in connection with this Policy.

If any provision of this Policy is determined to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

Amer Sports, Inc.
Compensation Recoupment Policy Covered Executive Acknowledgment

It is the policy of Amer Sports, Inc. (the “Company”) that as a Covered Executive to whom the Company’s Compensation Recoupment Policy (the “Policy”) applies, you acknowledge your receipt of and agree to be subject to and comply with the terms and conditions of the Policy. A copy of the Policy is enclosed for your records. You should thoroughly review the Policy, then complete and sign the acknowledgement below and return it to the Company’s General Counsel. Any questions regarding the Policy should be directed to the Company’s General Counsel.

Acknowledgement

I, _____, have received a copy of the Policy which outlines the terms and conditions of the Policy and I have read and familiarized myself with the contents of the Policy. I understand that as an Executive Officer of the Company, I am a “Covered Executive” within the meaning of the Policy. By my signature below, I acknowledge, understand, accept and agree to be subject to and comply with the terms and conditions of the Policy, including the possible clawback or recoupment of Erroneously Awarded Compensation and/or Covered Compensation (within the meaning of the Policy) previously paid or awarded to me. I acknowledge that the Policy may be amended by the Board of Directors of the Company (the “Board”), or the Compensation Committee of the Board, to comply with any rules or standards adopted by a national securities exchange on which the Company’s shares are listed, or other applicable laws or regulations. I further acknowledge that I am subject to the terms and conditions of the Policy, as may be amended from time to time, notwithstanding the terms and conditions of any Company agreement, arrangement, plan, award, program or policy (whether oral or written).

I further understand and agree that any action taken by the Company pursuant to the Policy shall not constitute or give rise to any constructive termination of employment, “good reason,” breach of contract or other similar rights under any Company agreement, arrangement, plan, award, program or policy (whether oral or written) or give rise to any right I have, or otherwise could have, to indemnification from the Company or otherwise in respect thereof. In the event of any inconsistency between the Policy and the terms of any employment agreement to which I am a party, or the terms of any compensation plan, program or agreement under which any compensation has been granted, awarded, earned or paid, the terms of the Policy shall govern.

(Signature of Covered Executive)

DATE: _____