InPost S.A.

as Lender

AND

IS Iris Lux Bidco S.à r.l.

as Borrower

INTEREST BEARING LOAN AGREEMENT

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THIS INTEREST BEARING LOAN AGREEMENT (as amended, restated, supplemented or modified from time to time, the **Agreement**) is dated [●] and effective as of the Effective Date (as defined below).

BETWEEN

1) **InPost S.A.**, a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 106 Route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) (**RCS**) under number B248669 (the **Lender**); and

2) **IS Iris Lux Bidco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 4, rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg, and registered with the RCS under number B299979 (the **Borrower**).

The Lender and the Borrower are individually referred to as a **Party** and collectively as the **Parties**.

It is preliminarily acknowledged that:

(A) The Lender sold all shares in the share capital of **InPost Group S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 2-4 rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg, and being in the process of registration with the RCS (the **Company**) to the Borrower pursuant to the terms of the share sale and purchase agreement entered into between the Lender as seller, the Borrower as purchaser and in the presence of the Company (the **SPA**). Pursuant to clause 3 of the SPA, the Purchaser Net Amount (as defined in the SPA) is to be paid by way of a loan note issued by the Borrower to the Lender (the **Purchaser Note**). This Agreement documents the terms of such Purchaser Note.

THEREFORE in consideration of the foregoing, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

As used in this Agreement, the following terms have the meaning specified below:

Annual Interest Period means a period of twelve (12) months, each Annual Interest Period starting on the anniversary date of the Effective Date and ending on the day before the starting date of the subsequent Annual Interest Period. The last Annual Interest Period will end on the earlier of (i) the date of the full repayment of the Loan and (ii) the Termination Date.

Business Day means any day (other than a Saturday or Sunday) on which banks are open for general business in the Grand Duchy of Luxembourg.

Currency means Euro or EUR.

Effective Date means the date of this Agreement.

Event of Default means one of the events mentioned in clause 6.1 of this Agreement.

Insolvency Proceedings means in respect of the Borrower, any administrative dissolution without liquidation (*dissolution administrative sans liquidation*), bankruptcy (*faillite*), moratorium, suspension of payments (*sursis de paiement*), judicial decision concerning judicial reorganisation proceedings (*décision judiciaire concernant la procédure de réorganisation judiciaire*), court ordered liquidation or reorganisation (including the procedures and measures that are set forth in the Law of 7 August 2023 on the preservation of businesses and the modernisation of bankruptcy law) or any similar procedure affecting the rights of creditors generally in the Grand Duchy of Luxembourg or analogous procedure in any jurisdiction or any

proceedings under the Regulation 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

Interest shall have the meaning ascribed to such term in clause 3.1 of this Agreement.

Interest Payment Date means at the latest, the fifth (5th) Business Day following an Annual Interest Period.

Lender Account means the account opened in the name and on behalf of the Lender or any other account as directed by the Lender and notified from time to time by the Lender to the Borrower.

Loan means the principal amount owing hereunder by the Borrower to the Lender.

Termination Date means one year after the date of this Agreement. The Lender and the Borrower may at any time agree that the Termination Date shall be extended to a new termination date (which shall then immediately become the new Termination Date).

1.2 Interpretation

1.2.1. Capitalised terms used herein and not (otherwise) defined herein shall have the respective meanings ascribed to them in the SPA.

1.2.2. In this Agreement, unless the context otherwise requires, any reference to:

(a) a statute or statutory provision shall include any consolidation, re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time;

(b) in writing or written shall include any modes of reproducing words in a legible and non-transitory form;

(c) a document is to that document as varied, supplemented or replaced from time to time.

1.2.3. In this Agreement, the headings are for convenience only and shall not affect the interpretation or construction of this Agreement.

1.2.4. In this Agreement, general words shall not be given a restrictive interpretation by reason of them being preceded or followed by words indicating a particular class of acts, matters or things.

2. THE LOAN

2.1 Subject to the terms and conditions set forth herein, the Lender agrees to make available to the Borrower a loan in a principal amount equal to the Purchaser Net Amount on the Effective Date.

2.2 The amount indicated in clause 2.1 above shall be deemed to have been disbursed on the Effective Date.

3. INTEREST

3.1 During each Annual Interest Period, interest shall accrue on the Loan. On each Interest Payment Date, the Borrower shall pay an at arm's length annual interest rate, to be determined between the Lender and the Borrower in good faith and to be applied to the outstanding principal amount of the Loan.

3.2 Interest payable hereunder shall be calculated on the basis of a year of 365 days and the actual number of days elapsed.

3.3 Any Interest due and payable, but not effectively paid on the Interest Payment Date shall be compounded in accordance with article 1154 of the Luxembourg Civil Code.

4. REPAYMENT AND PREPAYMENT

4.1 Unless repaid earlier in accordance with the terms of this Agreement, the Borrower shall repay

in full the Loan (including any accrued but unpaid Interest) at the latest on the fifth (5th) Business Day after the Termination Date.

4.2 Notwithstanding the foregoing, the Borrower shall be entitled to make earlier payments, at any time and at its sole discretion, without bonus or penalty, to reduce or repay the Loan in whole or in part.

4.3 All payments by the Borrower under this Agreement shall be made in same day funds in Currency to the Lender Account or in kind on the due date. If the Lender asks for a payment in a currency other than the Currency then the applicable exchange rate shall be the one given by the bank handling the transaction or any determined exchange rate agreed between the Parties unless stated otherwise.

5. COVENANTS

The Borrower covenants so long as any sum remains payable under this Agreement that the Borrower:

(a) will promptly advise the Lender in writing upon becoming aware of:

(i) any Event of Default or any event or circumstance which may become an Event of Default; and

(ii) any material adverse factor which may inhibit the Borrower in the performance of its obligations under this Agreement; and

(b) will supply the Lender forthwith on demand with such financial documentation as may be requested by the Lender from time to time.

6. EVENTS OF DEFAULT

6.1 Each of the events set out in paragraphs 6.1 (a) to and including 6.1 (e) is an Event of Default:

(a) in respect of the Borrower, any corporate action is, or any legal proceedings or other steps are, taken or engaged for the commencement of any Insolvency Proceedings; or

(b) if any distress, execution, diligence or other process is levied, endorsed upon or undertaken against any of the property assets of the Borrower and is not paid out, withdrawn or discharged within twenty (20) Business Days; or

(c) an event occurs or circumstances arise which, could prevent the Borrower from performing or complying with (or being unable to perform or comply with) any of its obligations under this Agreement;

(d) the introduction of, or a change in, any applicable law or regulation or any other event, which makes it unlawful for the Lender or the Borrower to give effect to or maintain their respective obligations under this Agreement; or

(e) subject to Clause 3.1, any failure of the Borrower to pay interest on the Loan on the Interest Payment Date in accordance with the remaining provisions of Clause 3 of this Agreement.

6.2 If an Event of Default has occurred (and irrespective of whether the Event of Default is continuing), the Lender may by written notice to the Borrower declare that all or part of any amounts outstanding under this Agreement are:

(i) immediately due and payable; and/or

(ii) payable on demand by the Lender.

Any notice given under this clause will take effect in accordance with its terms.

7. INDEMNITY AND COSTS

7.1 The Borrower shall indemnify the Lender on demand against all losses, liabilities, damages and expenses which the Lender may sustain or incur as a consequence of any default by the Borrower in the performance of its obligations under this Agreement.

7.2 All registration costs, stamp duties or similar payments, if any, arising under this Agreement shall be payable by the Borrower in the currency in which they are due.

7.3 Each of the Parties shall bear its own costs, charges and other expenses of whatever nature whether relating to the negotiation or the preparation of this Agreement.

8. ASSIGNMENT

8.1 Neither Party may assign, transfer or otherwise dispose of all or part of its respective rights or obligations under this Agreement unless approved in writing by the other Party, in its sole discretion.

9. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

9.1 No failure on the part of the Lender to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or future exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law or otherwise.

9.2 Any provision of this Agreement may be amended but no amendment shall be binding on the Parties unless and until it shall have been recorded in writing and signed by both Parties.

10. NOTICES

10.1 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by facsimile or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(a) in the case of the Lender:

Name of contact:	InPost S.A. Attn. Management Board
Address:	106 Route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg
Telephone:	N/A
Email:	N/A

(b) in the case of the Borrower:

Name of contact:	IS Iris Lux Bidco S.à r.l. Attn. Board of Managers
Address:	4 Rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg
Telephone:	N/A
Email:	N/A

10.2 Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted if so delivered or transmitted prior to 6:00 p.m. local time at the place of receipt (or, if such day is not a Business Day or such communication

is delivered or transmitted after 6:00 p.m. local time at the place of receipt, on the next following Business Day) or, if mailed, on the fifth (5th) Business Day following the date of mailing.

10.3 Each Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this clause 10.

11. ENTIRE AGREEMENT

This Agreement, together with the SPA, the Merger Agreement and any documents referred to herein or therein, represents the entire agreement between the Parties in relation to the subject matter of this Agreement and supersedes any previous agreement whether written or oral between the Parties in relation to that subject matter.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the Parties hereto may execute this Agreement by signing any such counterpart. This Agreement may be executed under hand, by facsimile or by electronic means, all of which shall be equally valid.

13. SEVERABILITY

13.1 If any provision of this Agreement is or becomes invalid, void, unenforceable or prohibited under the laws of any jurisdiction, this shall not affect the legality, validity or enforceability of the other terms of this Agreement or the validity or enforceability of such provision in any other jurisdiction.

13.2 In any such event, and to the extent permissible by law, the Parties to this Agreement will substitute a valid and enforceable provision in the place of the invalid, void, unenforceable or prohibited provision in the spirit and to the effect of the latter.

14. ELECTRONIC SIGNATURE

14.1 This Agreement shall be signed electronically by each of the authorised representative(s) of the Parties mentioned below, as applicable, on the date stated at the beginning of this Agreement. The Parties acknowledge and agree that electronic signatures via the online platform DocuSign (www.docusign.com), which is compliant with the EU eIDAS Regulation (EU) 910/2014 on electronic identification and trust services for electronic transactions in the internal market, were used for the execution of this Agreement by such signatories. Each Party acknowledges that it has received all the information required for the electronic signature of this Agreement and that it has signed this Agreement electronically in full knowledge of the technology used and its terms and conditions, and consequently waives any claim and/or legal action challenging the reliability of this electronic signature system and/or its intention to enter into this Agreement in this regard.

14.2 Each of the Parties agrees (i) that the electronic signature which it attaches to this Agreement has the same legal value as its handwritten signature (i.e. binding such Party to this Agreement) and (ii) that the technical means implemented in the context of this signature confer a definite date (*date certaine*) to this Agreement. Each of the Parties acknowledges and accepts that the signature process used by the Parties to electronically sign this Agreement enables each of them to have a copy of this Agreement on a durable medium or to have access to it. The delivery of an electronic copy of this Agreement directly by DocuSign to each Party shall constitute sufficient and irrefutable proof of the commitments and obligations of each Party to this Agreement.

14.3 Neither Party shall contest the probative value of this Agreement for the sole purpose it has been signed with an electronic signature. Should a Party's electronic signature be later declared as not having the same value as a handwritten signature, that Party hereby agrees that signing the Agreement electronically shall be evidence of its consent to be legally bound by the terms of this Agreement.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement is governed by, and shall be construed in accordance with, the laws of the Grand Duchy of Luxembourg.

15.2 Any dispute arising out of, or in connection with, this Agreement shall be submitted to the competent courts of the District of the city of Luxembourg, Grand Duchy of Luxembourg.

[Remainder of page intentionally left blank – Signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement, as of the day and year first above written, using the electronic signature process implemented by DocuSign.

The Lender

InPost S.A.

_____	_____
Name:	Name:
Title: Member of the Management Board	Title: Member of the Management Board

The Borrower

IS Iris Lux Bidco S.à r.l.

_____	_____
Name:	Name:
Title: Manager	Title: Manager