

CHARTER
FOR BOKA GROUP HOLDINGS I LP
PARTNERS COUNCIL
(As of April 14, 2023)

- I. Establishment; Purpose; Relationship of the Partners Council to the Limited Partnership**

The General Partner (the “GP”) of BOKA Group Holdings I LP (the “Limited Partnership”) has established a Partners Council (the “PC”). The purpose of the members of the PC shall be to advise and to make non-binding recommendations to the GP, and at the request of the GP, the corporate executives, directors, management and employees of the Limited Partnership and its subsidiaries with respect to matters within the areas of their experience and expertise. It is the role and sole prerogative of the GP to enact policy or decisions on matters that the PC may have provided advice.

- II. Membership**

The PC shall consist of as many members as the GP deems necessary to function appropriately. The members shall be appointed by the GP. The term of service for members of the PC will be one year from the date they are appointed or until their successor is duly elected and qualified or until their earlier resignation, removal, or death. A member of the PC may be appointed for an additional term upon mutual written agreement between the GP and the member. A member may be appointed to multiple terms as a member of the PC and to other advisory boards and committees established by the GP, with no limitation. The GP shall appoint one of the members as Chairman of the PC after consultation among the PC members. The GP shall have the authority, in its sole and absolute discretion, to remove any member of the PC at any time for any or no reason. The members of the PC will not be fiduciaries to the GP or the Limited Partnership. As a condition to service on the PC, each member must enter into and abide by an PC Agreement with the Limited Partnership, including the intellectual property and non-disclosure obligations, conflict of interest disclosure and waiver statements thereunder.

- III. Meetings, Procedures and Authority**

The PC shall meet at least two (2) times a year, upon no less than a ten (10) day notice, with each meeting time and date to be designated by the Chairman in consultation with the other members of the PC. Additional meetings shall be held by authority of the GP if the PC deems them necessary or advisable to carry out its responsibilities. All meetings held by the PC may be either in-person or telephonic or by other means of remote communication unless specified by the GP. The PC’s role shall be purely ministerial and advisory and the ultimate responsibility for the management of the Limited Partnership’s business and affairs shall rest with the GP. Neither the GP nor the Limited Partnership shall have any obligation to adopt, or otherwise be bound to act upon, any recommendation of the PC, but the GP shall, in its sole and absolute discretion, have the ability to take the PC’s recommendations under advisement. The PC has the authority to establish its own rules and procedures for notice and conduct of its meetings so long as they are not inconsistent with any provisions of the organizational documents of the GP or the Limited Partnership that are applicable to the PC, and may be subject to the GP’s approval. Upon reasonable request, the GP may grant to the members of the PC access to corporate executives (including the CEO), directors, management and employees of the Limited Partnership and its subsidiaries, as necessary to carry out these responsibilities. A majority of the PC shall

constitute a quorum for the transaction of business and the recommendation of a majority of those present at any meeting at which there is a quorum shall be the recommendation of the PC. The PC shall at all times observe and follow the Limited Partnership's Code of Business Conduct and Ethics and the Limited Partnership's Insider Trading Compliance Policy.

IV. Duties and Responsibilities

- a. Provide advice, guidance and market insight to the GP on relevant issues, to include but not to be limited to sourcing transactions, operations of subsidiaries, asset disposals, funding, exits and corporate activity, talent and recruitment, and advice and mentorship to the boards and management of subsidiaries. Such advice can be by the collective PC or by each member individually at the reasonable request of the GP. The PC shall not engage in advising the GP regarding matters relating to conflicts of interest or material changes to the organizational documents of the GP or the Limited Partnership.
- b. Arrange and facilitate introductions for business development on behalf of the Limited Partnership aligned to the strategic interests of the Limited Partnership.
- c. Each member of shall attend at least two (2) PC meetings per calendar year at times and places to be selected by the Chairman, with one expected to be virtual and one expected to be at the Limited Partnership's headquarters.
- d. Commit to representing the Limited Partnership at functions and events, including speaking engagements and conferences at the request of the GP and where practical to do so.
- e. Outreach and engagement with peers on behalf of the GP, and at the request of the GP, the Limited Partnership.
- f. Recommend additional duties and/or goals for the PC or recommend the establishment of additional advisory boards or committees.

V. Compensation and Expertise Reimbursements

The members of the PC shall receive such compensation for their services in such capacities as the GP, in its sole and absolute discretion, shall deem proper. The members of the PC shall be entitled to reimbursement from the GP for all reasonable and documented out-of-pocket expenses incurred by them at the GP's request in connection with their PC services; provided, however, that all expenses must be pre-approved by the GP to be eligible for reimbursement.