STRICTLY CONFIDENTIAL

GOLDMAN SACHS BANK USA
200 West Street
New York, New York 10282

June 25, 2026

H.B. Fuller Company
1200 Willow Lake Boulevard
St. Paul, Minnesota 55110
Attention: [redacted]

Project Amsterdam
Engagement Letter (Bank Financing)

Ladies and Gentlemen:

Reference is made to (i) the Secured Bridge Credit Agreement, dated as of the date hereof (including the exhibits and other attachments thereto, the "Secured Bridge Credit Agreement", and the facilities provided therein, collectively, the "Secured Bridge Facility") among H.B. Fuller Company, a Minnesota corporation ("Borrower", "Company" or "you"), Goldman Sachs Bank USA ("GS Bank"), as administrative agent, GS Bank, as initial lender (in such capacity, the "Initial Lender") and the other lenders and agents from time to time party thereto and (ii) the Unsecured Bridge Credit Agreement, dated as of the date hereof (including the exhibits and other attachments thereto, the "Unsecured Bridge Credit Agreement", and the facilities provided therein, collectively, the "Unsecured Bridge Facility" and together with the Secured Bridge Facility, the "Bridge Facilities") among the Company, H.B. Fuller Medical Adhesive Technologies Inc., a Delaware corporation, GS Bank, as administrative agent, GS Bank, as initial lender (in such capacity, the "Initial Lender") and the other lenders and agents from time to time party thereto. Capitalized terms used but not otherwise defined in this letter agreement (the "Engagement Letter") shall have the meanings assigned thereto in the Secured Bridge Credit Agreement or the Unsecured Bridge Credit Agreement, as applicable.

1. Retention. You agree to retain Goldman Sachs Bank USA ("GS Bank", the "Engagement Party", "we" or "us"), on an exclusive basis (except as provided below), as a lead arranger and bookrunner for you and your affiliates in connection with any credit facility (or any other interim bank financing, including any incremental or replacement facility under the Second Amended and Restated Credit Agreement, dated as of February 15, 2023 (as amended by the Amendment No. 1 to Second Amended and Restated Credit Agreement, dated as of August 16, 2023, as amended by the Refinancing and Incremental Amendment, dated as of March 4, 2024 and as amended by the Refinancing Amendment No. 2, dated as of March 6, 2025, as so amended, the "Existing Credit Agreement"; the revolving credit facility provided therein, the "Existing RCF"; the term loan "A" credit facility provided therein, the "Existing TLA"; the term loan "B" credit facility provided therein, the "Existing TLB"; and the Existing TLB, together with the Existing RCF and the Existing TLA, the "Existing Credit Agreement Tranches") by and among you, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the "Existing Administrative Agent"))), in each case, prior to the expiration or termination of this Engagement Letter in accordance with Section 5 hereof and for which material net cash proceeds of which are specifically intended to be applied (a) to finance any portion of the cash needed to consummate the Amsterdam Acquisition, (b) to refinance or replace any Bridge Facility, (c) to refinance or replace any interim financing of you issued to finance the Amsterdam Acquisition, (d) to refinance or replace any Existing Credit Agreement Tranche or existing unsecured notes issued by the Borrower ("Existing Notes"; and, together with the Existing Credit Agreement Tranches, the "Existing Debt"), in the case of this clause (d), to the extent such replacement or refinancing is in connection with the Amsterdam Acquisition or otherwise consummated prior to the expiration or termination of this Engagement Letter in accordance with Section 5 hereof (any refinancing or replacement contemplated by this clause (d), a "Specified Bank Refinancing Transaction"), (e) to refinance or replace any outstanding indebtedness of Amsterdam in existence on the Closing Date in connection with the Amsterdam Acquisition or (f) to pay any fees or expenses in connection with the foregoing (a "Bank Financing"). It is understood and agreed that, with respect to any Bank Financing, GS Bank (or its designated affiliate) shall be "lead left" arranger and you may appoint additional joint lead arrangers and joint bookrunners; provided that, notwithstanding the foregoing, with respect to any Specified Bank Refinancing Transaction that is either (x) in the form of a revolving credit facility and refinances or replaces the Existing RCF or (y) in the form of a customary term loan "A" facility and refinances or replaces the Existing TLA in full, with any excess proceeds of such term loan "A" facility being used solely to refinance other Existing Debt, the Borrower may appoint the Existing Administrative Agent (or its designated affiliate) as "lead left" arranger, so long as GS Bank (or its designated affiliate) is an arranger on such Specified Bank Refinancing Transaction with placement immediately to the right of the Existing Administrative Agent (or its designated affiliate).

In connection with each Bank Financing (other than a refinancing or replacement of the Existing RCF and/or Existing TLA, the allocation of fees with respect to which will be separately determined as between the Company and GS Bank, each acting reasonably), GS Bank's allocation of fees shall not be less than (i) 30% of the total amount of fees to be paid in respect of each such Bank Financing and (ii) the fees that are allocated to any other financial institution or entity in connection with such Bank Financing. Notwithstanding anything to the contrary provided herein, if GS Bank elects not to or otherwise fails to participate in any Bank Financing, then GS Bank (or its affiliates) shall not be entitled to any fees or other economics in respect of such declined Bank Financing.

You agree to retain GS Bank (or its designated affiliate), as lead arranger in connection with any consent solicitation under the Existing Credit Agreement and with respect to any amendment under the Existing Credit Agreement to permit the Transactions (the "Consent Solicitation"). It is understood and agreed that, with respect to the Consent Solicitation, GS Bank (or its designated affiliate) shall be "lead left" arranger and you may appoint additional joint lead arrangers and joint bookrunners.

In addition, the Company shall offer GS Bank (or one of its affiliates) the right to act as lead principal or lead counterparty in the case of any foreign exchange or commodities transaction, currency or interest rate swap or other hedging or equity derivative transaction related to any transaction referred to in the first paragraph hereof, or any hedging of any equity market risk associated with any Bank Financing (whether related to the form of consideration, the payment structure or the assets that are the subject of any such transaction or otherwise). Where GS Bank (or one of its affiliates) agrees to act as the principal or counterparty in a swap, hedging or any other transaction with the Company, such transactions will be based on customary documentation for such transactions and GS Bank (or one of its affiliates) will not be acting as an agent of or advisor to the Company with respect to such transactions or the terms thereof.

You acknowledge that this Engagement Letter is neither an expressed nor an implied commitment by us or any of our respective affiliates to act in any capacity in any such transaction referred to herein, to provide or arrange any financing or to purchase or place any debt securities or loans, which commitment or agreement, if any, will only exist if set forth in a separate underwriting, placement agency, purchase or other applicable type of agreement appropriate for any such transaction.

2. Fees and Expenses. As consideration for underwriting, purchasing or privately placing any Bank Financing as set forth in Section 1 above, you agree to pay, for the ratable account of each Lender, a takeout fee (the "Fees") in an amount equal to (i) other than in the case of a Specified Bank Refinancing Transaction, (a) 1.00% of the principal amount of senior unsecured Bank Financing incurred to reduce, refinance or repay the loans and commitments under the Bridge Facilities held by such Lender and (b) 0.875% of the principal amount of senior secured Bank Financing incurred to reduce, refinance or repay loans and commitments under the Bridge Facilities held by such Lender, (ii) in the case of a Specified Bank Refinancing Transaction in the form of a customary term loan "B" facility (a "TLB Facility"), 0.875% of the principal amount of such TLB Facility and (iii) in the case of a Specified Bank Refinancing Transaction (other than in the form of a TLB Facility), a percentage to be agreed by the parties, each acting reasonably, consistent with the fees customary for similar bank financing transactions, of the principal amount of term loans or revolving commitments incurred as part of such Specified Bank Refinancing Transaction; provided that it is understood and agreed that the Fees payable under this Engagement Letter shall not be duplicative of any fees payable under the Engagement Letter (Securities Offering), dated June 25, 2026, between Goldman Sachs & Co. LLC and you.

You agree that, once paid, the Fees or any part thereof payable hereunder shall not be refundable under any circumstances, regardless of whether the transactions (including the Transactions) or borrowings under the Bridge Facilities are consummated. All Fees payable hereunder shall be paid in U.S. dollars and in immediately available funds, shall be free and clear of and without deduction for any and all present or future applicable taxes, levies, imports, deductions, charges or withholdings, shall be payable without setoff or counterclaim and shall be in addition to reimbursement of the Engagement Party's out-of-pocket expenses that may be provided in the definitive documentation related to such Bridge Facilities. In addition, you will pay or cause to be paid the expenses of any Bank Financing or Consent Solicitation as and to the extent provided in the definitive documentation related to such Bank Financing or the Consent Solicitation. GS Bank reserves the right to employ the services of one or more of our affiliates in providing services contemplated by this Engagement Letter and to allocate, in whole or in part, to such affiliates certain fees payable to them in such manner as they and their respective affiliates may agree.

You understand that it may be necessary for you to pay (or cause to be paid) consent fees (the "Consent Fees") to each Lender that participates in the Consent Solicitation. The aggregate amount of the Consent Fees, and the allocation thereof among the lenders under the Existing Credit Agreement, shall be as mutually agreed by the Engagement Party and you to be reasonably necessary or advisable to facilitate the Consent Solicitation, and the entire amount of the Consent Fee shall be payable by you on, and subject to the occurrence of, the effectiveness of the consents. It is understood and agreed that no assurance can be given that the Consent Solicitation will be successful or any consent thereof will be obtained.

3. Cooperation. To assist us in a timely completion of the Bank Financing or the Consent Solicitation, you agree that you will cooperate with us and use commercially reasonable efforts to cause your advisors to do the same, and provide information reasonably available to you that is reasonably deemed necessary by us in connection with obtaining commitments for any other Bank Financings contemplated by this Engagement Letter. Such cooperation will also include, without limitation, at our reasonable request (and to the extent related to Amsterdam, to the extend consistent with the Amsterdam Acquisition Documents) (a) assisting in the preparation of a customary confidential information memoranda and other customary marketing materials to be used in connection with syndication of the Bank Financing or the Consent Solicitation (including, without limitation, using commercially reasonable efforts to maintain a corporate family rating from Moody's Investor Services, Inc. ("Moody's") and a corporate credit rating from Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc. ("S&P")), (b) making appropriate officers and representatives of you (and using commercially reasonable efforts to cause Amsterdam to make its appropriate officers and representatives (it being acknowledged and accepted by us that you have no right to require Amsterdam to cooperate prior to the consummation of the Amsterdam

Acquisition)) reasonably available to us for a reasonable number of information meetings with potential lenders at such times and places as are mutually agreed (which may include one or more conference calls with such potential lenders and at least one "bank meeting" for the Bridge Facilities deemed reasonably necessary by us and agreed by you) and (c) otherwise cooperating with our due diligence investigation of you, Amsterdam and their respective subsidiaries (it being acknowledged and accepted by us that you have no right to require Amsterdam to cooperate prior to the consummation of the Amsterdam Acquisition). It is understood that in connection with your assistance described above, you will provide a customary authorization letter to the arrangers of the Bank Financing or the Consent Solicitation authorizing the distribution of the Information to prospective lenders and containing a customary "10b-5" representation as to accuracy of information as it relates to you (insofar as it applies to information regarding Amsterdam, based on information made available by Amsterdam) and the confidential information memorandum and other marketing materials shall exculpate us in respect of the Bank Financing or the Consent Solicitation with respect to any liability related to the use or misuse of the content of the confidential information memorandum and other marketing materials except in the event of your or your representatives' bad faith, gross negligence or willful misconduct.

You will be solely responsible for the contents of (i) any confidential information memorandum, lender presentation or other document relating to the Bank Financing or the Consent Solicitation (provided it is acknowledged that such representation and covenant with respect to Amsterdam, its Subsidiaries and its representatives is made based on information that is either publicly available or which has been made available by Amsterdam) (collectively, the "Financing Materials") and (ii) all other information, documentation or other materials delivered by you to us in connection with our services pursuant to this Engagement Letter (provided it is acknowledged that such representation and covenant with respect to Amsterdam, its Subsidiaries and its representatives is made based on information that is either publicly available or which has been made available by Amsterdam) (collectively, the "Information") when taken as a whole, does not or will 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). You understand and acknowledge that we will be using and relying upon the Information and the Financing Materials without independent verification thereof, and we will assume that all of the Information provided to, discussed with or reviewed by us is accurate and complete. You hereby agree that we do not assume responsibility for the accuracy or completeness of any of the financial, accounting and other information included in the Information and have no obligation to conduct any independent evaluation or appraisal of the assets or liabilities of you, Amsterdam or any other party, or to advise or opine on any related solvency issues.

Notwithstanding the foregoing paragraphs in this Section 3, nothing in this Engagement Letter shall obligate you to, or cause Amsterdam or its subsidiaries to, provide any Information with respect to Amsterdam or its subsidiaries or to provide any assistance from Amsterdam or its subsidiaries with respect to the Bank Financing, the Consent Solicitation or otherwise.

4. Indemnification; Limitation of Liability. You agree jointly and severally to the provisions with respect to our indemnity, limitation of liability and other matters as set forth in this Section 4; provided that upon the execution of a definitive documentation relating to any Bank Financing, the Consent Solicitation or other transaction contemplated by this Engagement Letter, the obligations of you pursuant to this Section 4 and all other provisions of this Section 4 shall cease to apply with respect to such transaction and we will be entitled only to the indemnification and limitation of liability provisions set forth in the definitive documentation with respect to such transaction.

(a) You agree to indemnify and hold harmless each of GS Bank and its affiliates and each of their and their respective affiliates' officers, directors, employees, agents and controlling persons (each an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and reasonable expenses, joint or several, to which any such Indemnified Person may become subject under applicable law or otherwise resulting from or in connection with the transactions contemplated by this engagement letter (the "Engagement Letter") or the carrying out of the engagement of GS Bank hereunder, or any claim, litigation, investigation or proceedings relating to the foregoing ("Proceedings") regardless of whether any of such Indemnified Persons is a party thereto and regardless of whether brought by a third party or by any of you or any of your affiliates, and to reimburse such Indemnified Persons for any documented and reasonably incurred legal or other expenses as they are incurred in connection with investigating, responding to or defending any of the foregoing, provided that (a) your obligation to reimburse legal expenses pursuant hereto shall be limited to the fees, charges and disbursements of one counsel to all Indemnified Persons, taken as a whole, (and, if reasonably necessary, one local counsel in any relevant jurisdiction for all such Indemnified Persons, taken as a whole) and, solely in the case of an actual or potential conflict of interest (other than any actual or potential conflict of interest arising from the representation by Davis Polk & Wardwell LLP of GS Bank and its affiliates and the (existing or prospective) lenders under any Bank Financing on the one hand, and JPMorgan Chase Bank, N.A. and (existing or prospective) lenders under the Existing Credit Agreement on the other hand), of one additional counsel for the affected Indemnified Persons taken as a whole (and if reasonably necessary, one local counsel in any relevant jurisdiction for the affected Indemnified Persons taken as a whole); and (b) the foregoing indemnification will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or expenses (i) to the extent that they are finally judicially determined by a court of competent jurisdiction to have resulted directly from the bad faith, gross negligence or willful misconduct of such Indemnified Person or any Related Persons (as hereinafter defined) of such Indemnified Person or (ii) to the extent resulting from any Proceeding that does not involve an act or omission of any of you or any of your affiliates and that is brought by an Indemnified Person (or a Related Person of any Indemnified Person) solely against another Indemnified Person (or a Related Person of any Indemnified Person) other than claims against an Indemnified Person in its capacity in fulfilling its role as an arranger, bookrunner, underwriter, manager, initial purchaser, placement agent or billing and delivery agent in connection with any Bank Financing or the Consent Solicitation (and each Indemnified Person will repay to the Company any such reimbursement to the extent it is determined that such Indemnified Person is not entitled to indemnification by virtue of clause (b) hereof).

For purposes hereof, a "Related Person" of an Indemnified Person or a Protected Person (as defined below) means (a) any controlling person, controlled affiliate or subsidiary of such Indemnified Party or such Protected Person, (b) the respective directors, officers or employees of such Indemnified Person or such Protected Person or any of their respective controlling persons, controlled affiliates or subsidiaries and (c) the respective agents and advisors of such Indemnified Party, Protected Person or any of their respective controlling persons, controlled affiliates or subsidiaries.

If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then you shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, liability or expense in such proportion as is appropriate to reflect not only the relative benefits received by you on the one hand and such Indemnified Person on the other hand but also the relative fault of you and such Indemnified Person, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to you on the one hand and all Indemnified Persons on the other hand shall be deemed to be in the same proportion as (i) the value received or proposed to be received by you from any Bank Financing or the Consent Solicitation (whether or not consummated) bears to (ii) the fee paid or proposed to be paid to GS Bank in connection with such Bank Financing or the Consent Solicitation. Relative fault shall be determined, in the case of losses, claims, damages, liabilities and expenses arising out of or based on any untrue statement or any alleged untrue statement of a material fact or alleged omission to state a material fact, 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 you, GS Bank and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The indemnity, reimbursement and contribution obligations of you under these paragraphs shall be in addition to any liability which you may otherwise have to an Indemnified Person and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of you and any Indemnified Person.

Promptly after receipt by an Indemnified Person of notice of the commencement of any Proceedings, such Indemnified Person will notify the Company in writing of the commencement thereof; provided that (i) the omission so to notify the Company will not relieve it from any liability or obligation which you may have hereunder except to the extent you have been materially prejudiced by such failure and (ii) the omission so to notify the Company will not relieve it from any liability which it may have to an Indemnified Person otherwise than on account of this Engagement Letter. In case any such Proceedings are brought against any Indemnified Person, the Company will be entitled to participate therein and, to the extent that it may elect by written notice delivered to the Indemnified Person, to assume the defense thereof with counsel reasonably satisfactory to GS Bank; provided that if the defendants in any such Proceedings include both the Indemnified Person and any of you, and the Indemnified Person with the advice of counsel shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to you and that representation of you and the Indemnified Person would be inappropriate or inadvisable due to actual or potential differing interests between you and such Indemnified Person, the Indemnified Person shall have the right to select separate counsel approved by GS Bank to assert such legal defenses and to otherwise participate in the defense of such Proceedings on behalf of such Indemnified Person. Upon receipt of notice from you to such Indemnified Person of its election so to assume the defense of such Proceedings, and the reasonable approval by the Indemnified Person of counsel (such approval not to be unreasonably withheld, conditioned or delayed), you will not be liable to such Indemnified Person for expenses incurred by the Indemnified Person in connection with the defense thereof (other than reasonable costs of investigation) unless (i) the Indemnified Person shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the immediately preceding sentence (it being understood, however, that you shall not be liable for the expenses of more than one separate counsel (in addition, if necessary, to one local counsel in each relevant jurisdiction), representing the Indemnified Persons who are parties to such Proceedings) approved by GS Bank, (ii) you shall not have employed counsel reasonably satisfactory to GS Bank to represent the Indemnified Person within a reasonable time after notice of commencement of the Proceedings or (iii) the Company has authorized in writing the employment of counsel for the Indemnified Person.

You shall not be liable for any settlement of any Proceedings effected without your written consent (which consent shall not be unreasonably withheld); provided, however, that the foregoing indemnity will apply to any such settlement in the event that any of you were offered the ability to assume the defense of the action that was the subject matter of such settlement and elected not to assume such defense. You shall not, without the prior written consent of GS Bank (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by an Indemnified Person unless such settlement (a) includes an unconditional release of such Indemnified Person in form and substance satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings and (b) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(b) You also agree that GS Bank and its affiliates and each of their respective affiliates and their respective affiliates' officers, directors, employees, agents and controlling persons (each, a "Protected Person") shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to any of you related to or arising out of the engagement of GS Bank pursuant to, or the performance by GS Bank of the services contemplated by, the Engagement Letter, except to the extent that any loss, claim, damage or liability is found in a final non-appealable judgment by a court of competent jurisdiction to have directly resulted from such Protected Person's or any of its Related Persons' bad faith, willful misconduct or gross negligence. Notwithstanding any other provision of this Section 4, no Protected Person nor any of you nor any of your affiliates shall be liable for any indirect, special, punitive or consequential damages in connection with its or their activities related to the transactions contemplated by the Engagement Letter; provided that this shall in no way limit any Protected Person's rights to indemnification under this Section 4.

5. <u>Termination</u>. Our services shall automatically terminate, with or without cause, upon the earliest to occur of (a) the consummation of the Amsterdam Acquisition without use of any Bridge Facility, so long as any Bank Financing consummated prior to the Closing Date was made (and/or any applicable fees required to be paid hereunder) in compliance with the provisions of this Engagement Letter, (b) any public announcement by you of (i) the abandonment by you of the Amsterdam Acquisition or (ii) the valid termination in accordance with the terms of the Amsterdam Acquisition Documents of your obligations under the Amsterdam Acquisition Documents to consummate the Amsterdam Acquisition, (c) the date that is 365 days after the Closing Date or (d) the repayment in full of Bridge Facilities so long as any Bank Financing made prior to such repayment was made in compliance with the provisions of this Engagement Letter. [1]

In entering into this Engagement Letter, we have relied on your commitment in Section 1 above. If during the term hereof or (with respect to any Bank Financing) within six (6) months from the date of expiration or termination by you of this Engagement Letter, any Bank Financing is consummated in which GS Bank did not act in its Titled Capacity, as set forth in Section 1 above, or GS Bank did not receive the applicable economics described in Sections 1 and 2 above, GS Bank will be entitled to liquidated damages, as applicable, from you in the amount equal to the respective fees to which GS Bank is entitled hereunder for acting in such capacities with respect to such Bank Financing during the term of this Engagement Letter (net of any fees that GS Bank (or its affiliates) did receive in connection with such Bank Financing), without proof of loss or damages; provided that no such liquidated damages will be payable to GS Bank if it elected to terminate this Engagement Letter or was offered the opportunity to participate in such Bank Financing for the applicable economics set forth in Sections 1 and 2 above, but declined to or failed to participate in such Bank Financing. Such liquidated damages will be our exclusive remedy with respect to such breach.

Notwithstanding anything to the contrary herein, you shall have no obligation to pay liquidated damages to GS Bank pursuant to the immediately preceding paragraph if you have terminated this Engagement Letter for cause. For purposes of this paragraph, termination "<u>for cause</u>" means, with respect to GS Bank, a termination of this Engagement Letter with respect to GS Bank, after reasonable notice by you as a result of (a) a material breach by GS Bank or any of its affiliates of their obligations under this Engagement Letter, the Bridge Facilities or any other agreement or instrument executed by them in connection with the foregoing or (b) the gross negligence, willful misconduct or fraud of GS Bank or any of its affiliates.

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[1] NTD: Under clause (a), the Engagement Letter would terminate on the closing date of the Amsterdam Acquisition if the bridge is not funded and any Bank Financing prior to the closing date of the Amsterdam Acquisition is in accordance with this Engagement Letter. If the bridge is funded, then clause (d) is the relevant termination clauses (c) and (d) are the relevant termination clauses, which says that the Engagement Letter remains outstanding if the bridge hasn't been repaid in full. All these triggers are set up so that termination happens on the earliest of the triggers.

6. <u>Confidentiality</u>. Please note that this Engagement Letter is for the benefit of the Company, and may not be disclosed, directly or indirectly, to any other person or entity other than the parties hereto, affiliates of GS Bank who are party to the Engagement Letter, and each officer, director, employee, advisor and agent of each the foregoing parties or its affiliates, except as provided in this Section 6. This Engagement Letter is delivered to you on the condition that neither the existence of this Engagement Letter nor any of its contents shall be disclosed, directly or indirectly, to any other person except (i) to your and your affiliates' respective officers, directors, employees, stockholders, partners, members, accountants, attorneys, agents, independent auditors and advisors who are directly involved in the consideration of this matter on a confidential and need-to-know basis, (ii) as may be compelled in a judicial or administrative proceeding or as otherwise required by law or requested by a governmental authority (in which case you agree to the extent practicable and permitted under applicable law, rule or regulation to inform us promptly thereof) and including, for the avoidance of doubt as required by the Takeover Code or any guidance or practice statement issued by the Takeover Panel in connection therewith, (iii) to any rating agency on a confidential basis, (iv) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Engagement Letter or the transactions contemplated hereby or enforcement hereof or (v) the aggregate sources and uses (including fees) may be disclosed (a) in filings with the Commission and other applicable regulatory authorities and stock exchanges, as required by law, or (b) in any pro forma presentation in a prospectus or other offering memorandum or information memorandum relating to any Financing or the Consent Solicitation.

GS Bank agrees that it will not disclose, directly or indirectly, to any other person any information provided to it hereunder by or on behalf of the Company or Amsterdam or any of your or its respective affiliates and shall use such information solely for the purpose of providing the services which are the subject of this Engagement Letter and otherwise in connection with the transactions contemplated hereby, provided, that nothing herein shall prevent us from disclosing any such information (i) to any of its affiliates and to its and its affiliates' officers, directors, employees, stockholders, partners, members, accountants, attorneys, agents, advisors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential, and that GS Bank shall be responsible for any breach by any such person of the provisions of this paragraph as if such person was bound by the terms of this paragraph), (ii) as may be compelled in a judicial or administrative proceeding or as otherwise required by law or requested by a government authority (in which case, except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, GS Bank agrees to the extent practicable and permitted under applicable law, rule or regulation to inform you promptly in advance thereof), (iii) to any rating agency on a confidential basis, (iv) as requested by any state, federal, or foreign authority or examiner exercising regulatory authority over GS Bank or its affiliates, (v) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Engagement Letter or the transactions contemplated hereby or enforcement hereof, (vi) as necessary to establish a due-diligence defense, (vii) to the extent contained in the Financing Materials, (viii) to the extent such information becomes publicly available other than as a result of a breach of this provision and (ix) to the extent such information is made available to GS Bank by a source other than you, which GS Bank has no reason to believe has any confidentiality or fiduciary obligation to you with respect to such information, or is independently developed by GS Bank and (x) (solely with respect to data about the transaction of the type customarily provided to such entities) to market data collectors and similar services providers to GS Bank; provided, that the foregoing obligations shall remain in effect until the earlier of (i) two years from the date hereof, and (ii) the execution and delivery of the definitive documentation relating to any Bank Financing by the parties thereto, at which time any confidentiality undertaking in such documentation shall supersede the provisions of this paragraph.

For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any person pursuant to any "whistleblowing" or other similar program of such governmental, regulatory or self-regulatory authority.

7. Other Activities. As you know, GS Bank is a full-service securities firm engaged, either directly or through its affiliates in various activities, including securities trading, investment management, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, GS Bank or its affiliates may actively trade the debt and equity securities (or related derivative securities) of you or your affiliates and other companies which may be the subject of the arrangements contemplated by this letter for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities. GS Bank or its affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities or other debt obligations of you or your affiliates or other companies which may be the subject of the transactions contemplated by this letter.

GS Bank and its affiliates may have economic interests that conflict with those of you. You agree that GS Bank will act under this letter as an independent contractor and that nothing in this Engagement Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary duty between GS Bank, on the one hand, and you or your respective stockholders or your affiliates on the other. You acknowledge and agree that (i) the transactions contemplated by this Engagement Letter are arm's-length commercial transactions between GS Bank, on the one hand, and you on the other, (ii) in connection therewith and with the process leading to such transaction, GS Bank is acting solely as a principal and not the agent or fiduciary of any of you or your management, stockholders, creditors or any other person, (iii) GS Bank has not assumed an advisory or fiduciary responsibility in favor of you with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether GS Bank or any of its affiliates has advised or is currently advising you on other matters) or any other obligation to any of you except the obligations expressly set forth in this Engagement Letter and (iv) you have consulted your own respective legal and financial advisors to the extent you deemed appropriate. You further acknowledge and agree that GS Bank is acting as a buy-side financial advisor to you in connection with the Transactions. You agree not to assert or allege any claim based on actual or potential conflict of interest arising or resulting from, on the one hand, the engagement of GS Bank in such capacity and our obligations hereunder, on the other hand. You further acknowledge and agree that you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto, as applicable. In addition, please note that none of GS Bank and its affiliates provide accounting, tax or legal advice. You hereby agree that you will not claim that GS Bank has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to any of you, in connection with such transaction or the process leading thereto.

In addition, GS Bank and its affiliates may from time to time perform various investment banking, commercial banking and financial advisory services for other clients and customers who may have conflicting interests with respect to you, the Bank Financings or the Consent Solicitation. You acknowledge that none of GS Bank and its affiliates have any obligation to use in connection with the engagement, or to furnish to any of you, confidential information obtained from other companies.

Furthermore, you acknowledge that GS Bank and its affiliates may have fiduciary or other relationships whereby GS Bank and its affiliates may exercise voting power over others with interest in respect of the Bank Financings or the Consent Solicitation. You acknowledge that GS Bank and its affiliates may exercise such powers and otherwise perform their functions in connection with such fiduciary or other relationships without regards to GS Bank's relationships to you hereunder.

We reserve the right to employ the services of one or more of our affiliates in providing services contemplated by this Engagement Letter and to allocate, in whole or in part, to such affiliates certain fees payable to us in such manner as we and such affiliates may agree in our sole discretion. You acknowledge that GS Bank may share with any of its affiliates, and such affiliates may share with GS Bank, any information related to the Bank Financing or the Consent Solicitation on a confidential and need-to-know basis.

8. Governing Law etc. This Engagement Letter and any claim, controversy or dispute arising under or related to this Engagement Letter shall be governed by, and construed in accordance with the laws of the State of New York. Any right to trial by jury with respect to any claim, action, suit or proceeding arising out of or contemplated by this Engagement Letter is hereby waived. The parties hereto hereby submit to the exclusive jurisdiction of the federal and New York State courts located in the City and County of New York in connection with any dispute related to this Engagement Letter or any matters contemplated hereby, and agree that any service of process, summons, notice or document by registered mail addressed to such party shall be effective service of process for any suit, action or proceeding relating to any such dispute. You irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. A final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction such party is or may be subject by suit upon judgment.

9. Acceptance, Amendment, etc. Please indicate your acceptance of the terms of this Engagement Letter by returning to us executed counterparts hereof. Delivery of an executed counterpart of a signature page to this Engagement Letter by electronic transmission shall be effective as delivery of a manually executed counterpart of this Engagement Letter. The words "execution," "signed," and "signature," and words of like import in or related to this Engagement Letter shall be deemed to include electronic signatures 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 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 and the New York State Electronic Signatures and Records Act. This Engagement Letter may be executed in any number of counterparts, and by the different parties hereto on separate counterparts, each of which counterpart shall be an original, but all of which shall together constitute one and the same instrument.

This Engagement Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the parties hereto. This Engagement Letter shall not be assignable by any party without the prior written consent of the other parties and any purported assignment without such consent shall be null and void.

This Engagement Letter contains the entire agreement among the parties relating to the subject matter hereof and supersede all oral statements and prior writings with respect thereto. Section headings herein are for convenience only and are not a part of this letter agreement. This Engagement Letter is solely for the benefit of the Company and GS Bank, and no other person (except for Indemnified Persons and Protected Persons to the extent set forth in Section 4) shall acquire or have any rights under or by virtue of this letter agreement. No party hereto shall be responsible or have any liability to any other party for any indirect, special or consequential damages incurred by such other party arising out of or in connection with this letter agreement or the transactions contemplated hereby, even if advised of the possibility thereof; provided that nothing in this sentence shall be deemed to relieve you of any obligation you may otherwise have under Section 4 to indemnify an Indemnified Person for any such damages asserted by an unaffiliated third party.

[Remainder of page intentionally left blank]

We are pleased to have been given the opportunity to assist you in connection with this important transaction.

Very truly yours,

[redacted]

Accepted and agreed to as of
the date first written above by:

H.B. FULLER COMPANY

By: [redacted]