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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934

(Amendment No. 17)\*

**Quaker Chemical Corporation**

(Name of Issuer)

**Common Stock, par value \$1.00**

(Title of Class of Securities)

**747316107**

(CUSIP Number)

**Gulf Hungary Holding Korlátolt Felelősségű Társaság  
and**

**QH Hungary Holdings Limited**

**BAH Center**

**2 Furj Street**

**1124 Budapest, Hungary**

**Attention: Judit Rozsa**

**Telephone: +36-20/940-2900**

**with a copy to:**

**Reb D. Wheeler, Esq.**

**Mayer Brown LLP**

**1221 Avenue of the Americas**

**New York, New York 10020**

**(212) 506-2414**

(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

**November 22, 2023**

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

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1.	Name of Reporting Person Gulf Hungary Holding Korlátolt Felelősségű Társaság
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only:
4.	Source of Funds (See Instructions): OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
6.	Citizenship or Place of Organization: Hungary
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power: 22,754 <sup>(1)</sup>
	8. Shared Voting Power: 3,992,377 <sup>(2)</sup>
	9. Sole Dispositive Power: 22,754 <sup>(1)</sup>
	10. Shared Dispositive Power: 3,992,377 <sup>(2)</sup>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 4,015,131 <sup>(1)</sup>
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares: <input type="checkbox"/> (See Instructions)
13.	Percent of Class Represented by Amount in Row (11): 22.3% <sup>(3)</sup>
14.	Type of Reporting Person (See Instructions): OO

(1) Consists of 22,754 shares of Common Stock of the Issuer ("Shares") beneficially owned by Gulf Hungary Holding Korlátolt Felelősségű Társaság (a "Reporting Person" or "Gulf Hungary"), 5,017 of which are held in the name of Citibank N.A. pursuant to an Escrow Agreement (as defined in the Original Schedule 13D, as defined below) in order to secure the Reporting Person's indemnification obligations under the Share Purchase Agreement (as defined in the Original Schedule 13D).

(2) Consists of 3,992,377 Shares beneficially owned by Gulf Hungary's wholly-owned subsidiary QH Hungary Holdings Limited (also a "Reporting Person" or "QH Hungary"), of which:

- 3,000,765 Shares are pledged to and registered in the name of Citigroup Global Markets Inc., as custodian for the benefit of QH Hungary (in such capacity, the "Margin Loan Custodian") pursuant to a Pledge and Security Agreement (as defined in the Original Schedule 13D) to secure QH Hungary's obligations under a Margin Loan (as defined in the Original Schedule 13D);

- 783,674 Shares are pledged to Citibank N.A. (“Citibank”) and held at Citigroup Global Markets Inc. (the “Citi PVF Custodian”) pursuant to the Pledge and Security Agreement, dated as of May 19, 2020, between QH Hungary and Citibank, as secured party (the “Citi PVF Security Agreement”) to secure QH Hungary's obligations under a Master Terms and Conditions for Prepaid Variable Share Forward Transactions, dated May 19, 2020 (the “Citi Master Confirmation”), between QH Hungary and Citibank, as amended and supplemented by Supplemental Confirmation, dated May 19, 2020 and amended on November 24, 2021 and November 22, 2023 (the “First Citi Supplemental Confirmation”), Supplemental Confirmation No. 2, dated May 26, 2020 and amended on March 9, 2021, November 24, 2021, August 10, 2022 and March 6, 2023 (the “Second Citi Supplemental Confirmation”), Supplemental Confirmation No. 3, dated August 27, 2020 and amended on August 10, 2022 (the “Third Citi Supplemental Confirmation”), Supplemental Confirmation No. 4, dated March 9, 2021 and amended on November 24, 2021 and March 6, 2023 (the “Fourth Citi Supplemental Confirmation”), Supplemental Confirmation No. 5, dated March 9, 2021 and amended on August 10, 2022 (the “Fifth Citi Supplemental Confirmation”), Supplemental Confirmation No. 6 originally entered into with JPMorgan Chase Bank, National Association (“JPMorgan”), dated August 27, 2020 and amended and restated and novated to Citibank on August 10, 2022 (the “Sixth Citi Supplemental Confirmation”) and Supplemental Confirmation No. 7 originally entered into with JPMorgan, dated March 9, 2021 and amended and restated and novated to Citibank on August 10, 2022 (the “Seventh Citi Supplemental Confirmation”), as described in Item 6 below.
- 207,938 Shares are pledged to Royal Bank of Canada (“RBC”) and held at RBC Capital Markets LLC (the “RBC PVF Custodian”) pursuant to the Pledge and Security Agreement, dated as of May 26, 2020, between QH Hungary and RBC, as secured party (the “RBC PVF Security Agreement”) to secure QH Hungary's obligations under a Master Terms and Conditions for Prepaid Variable Share Forward Transactions, dated May 26, 2020 (the “RBC Master Confirmation”), between QH Hungary and RBC, as amended and supplemented by Supplemental Confirmation, dated May 26, 2020 and amended on March 9, 2021, November 24, 2021, August 10, 2022 and March 6, 2023 (the “First RBC Supplemental Confirmation”), Supplemental Confirmation No. 2, dated March 9, 2021 and amended on November 24, 2021 and March 6, 2023 (the “Second RBC Supplemental Confirmation”) and Supplemental Confirmation No. 3, dated March 9, 2021 and amended on August 10, 2022 (the “Third RBC Supplemental Confirmation”), and Amended and Restated Supplemental Confirmation No. 4 originally entered into with JPMorgan, dated March 9, 2021 and amended and restated and novated to RBC on November 24, 2021, and amended on March 6, 2023 (the “Fourth RBC Supplemental Confirmation”), as described in Item 6 below.

(3) Based upon 17,984,916 shares of Common Stock outstanding as of October 31, 2023, as reported in the Issuer’s Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2023, as filed with the Securities and Exchange Commission on November 2, 2023.

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1.	Name of Reporting Person QH Hungary Holdings Limited
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only:
4.	Source of Funds (See Instructions): OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>
6.	Citizenship or Place of Organization: Hungary
Number of Shares Beneficially by Owned by Each Reporting Person With	7. Sole Voting Power: 0
	8. Shared Voting Power: 3,992,377 <sup>(1)</sup>
	9. Sole Dispositive Power: 0
	10. Shared Dispositive Power: 3,992,377 <sup>(1)</sup>
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 3,992,377 <sup>(1)</sup>
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares: <input type="checkbox"/> (See Instructions)
13.	Percent of Class Represented by Amount in Row (11): 22.2% <sup>(2)</sup>
14.	Type of Reporting Person (See Instructions): OO

(1) Consists of 3,992,377 Shares beneficially owned by QH Hungary, of which:

- 3,000,765 Shares are pledged to and registered in the name of the Margin Loan Custodian pursuant to a Pledge and Security Agreement to secure QH Hungary's obligations under a Margin Loan;
- 783,674 Shares are pledged to Citibank N.A. ("Citibank") and held at Citigroup Global Markets Inc. (the "Citi PVF Custodian") pursuant to the Pledge and Security Agreement, dated as of May 19, 2020, between QH Hungary and Citibank, as secured party (the "Citi PVF Security Agreement") to secure QH Hungary's obligations under a Master Terms and Conditions for Prepaid Variable Share Forward Transactions, dated May 19, 2020 (the "Citi Master Confirmation"), between QH Hungary and Citibank, as amended and supplemented by Supplemental Confirmation, dated May 19, 2020 and amended on November 24, 2021 and November 22, 2023 (the "First Citi Supplemental Confirmation"), Supplemental Confirmation No. 2, dated May 26, 2020 and amended on March 9, 2021, November 24, 2021, August 10, 2022 and March 6, 2023 (the "Second Citi Supplemental Confirmation"), Supplemental Confirmation No. 3, dated August 27, 2020 and amended on August 10, 2022 (the "Third Citi Supplemental Confirmation"), Supplemental Confirmation No. 4, dated March 9, 2021 and amended on November 24, 2021 and March 6, 2023 (the "Fourth Citi Supplemental Confirmation"), Supplemental Confirmation No. 5, dated March 9, 2021 and amended on August 10, 2022 (the "Fifth Citi Supplemental Confirmation"), Supplemental Confirmation No. 6 originally entered into with JPMorgan Chase Bank, National Association ("JPMorgan"), dated August 27, 2020 and amended and restated and novated to Citibank on August 10, 2022 (the "Sixth Citi Supplemental Confirmation") and Supplemental Confirmation No. 7 originally entered into with JPMorgan, dated March 9, 2021 and amended and restated and novated to Citibank on August 10, 2022 (the "Seventh Citi Supplemental Confirmation"), as described in Item 6 below.

· 207,938 Shares are pledged to Royal Bank of Canada (“RBC”) and held at RBC Capital Markets LLC (the “RBC PVF Custodian”) pursuant to the Pledge and Security Agreement, dated as of May 26, 2020, between QH Hungary and RBC, as secured party (the “RBC PVF Security Agreement”) to secure QH Hungary's obligations under a Master Terms and Conditions for Prepaid Variable Share Forward Transactions, dated May 26, 2020 (the “RBC Master Confirmation”), between QH Hungary and RBC, as amended and supplemented by Supplemental Confirmation, dated May 26, 2020 and amended on March 9, 2021, November 24, 2021, August 10, 2022 and March 6, 2023 (the “First RBC Supplemental Confirmation”), Supplemental Confirmation No. 2, dated March 9, 2021 and amended on November 24, 2021 and March 6, 2023 (the “Second RBC Supplemental Confirmation”) and Supplemental Confirmation No. 3, dated March 9, 2021 and amended on August 10, 2022 (the “Third RBC Supplemental Confirmation”), and Amended and Restated Supplemental Confirmation No. 4 originally entered into with JPMorgan, dated March 9, 2021 and amended and restated and novated to RBC on November 24, 2021, and amended on March 6, 2023 (the “Fourth RBC Supplemental Confirmation”), as described in Item 6 below.

(2) Based upon 17,984,916 shares of Common Stock outstanding as of October 31, 2023, as reported in the Issuer’s Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2023, as filed with the Securities and Exchange Commission on November 2, 2023.

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## SCHEDULE 13D/A

### Introductory Note

This Amendment No. 17 to Schedule 13D (this “Amendment No. 17”) amends and supplements the statement on Schedule 13D filed on August 9, 2019, as amended by Amendment No. 1 filed on April 9, 2020, Amendment No. 2 filed on May 21, 2020, Amendment No. 3 filed on May 28, 2020, Amendment No. 4 filed on August 31, 2020, Amendment No. 5 filed on March 11, 2021, Amendment No. 6 filed on May 26, 2022, Amendment No. 7 filed on July 13, 2022, Amendment No. 8 filed on July 18, 2022, Amendment No. 9 filed on July 21, 2022, Amendment No. 10 filed on July 26, 2022, Amendment No. 11 filed on July 29, 2022, Amendment No. 12 filed on August 3, 2022, Amendment No. 13 filed on August 8, 2022, Amendment No. 14 filed on August 11, 2022, Amendment No. 15 filed on August 12, 2022 and Amendment No. 16 filed on March 8, 2023 (together, the “Original Schedule 13D”) with the Securities and Exchange Commission (the “SEC”).

This Amendment No. 17 is being filed in relation to the amendment and restatement of an existing and previously reported prepaid variable share forward transaction with Citibank, N.A. (“Citibank”), which is the amendment, dated November 22, 2023 to the First Citi Supplemental Confirmation (such amendment, the “11/22/23 Citi VPF Amendment”).

In exchange for amending and restating the First Citi Supplemental Confirmation, QH Hungary paid \$6,296,838 to Citibank. Pursuant to such transaction, QH Hungary has the option to settle its obligations at the end of the applicable contract by delivering Shares to Citibank, as described in more details in Item 6 below or the cash equivalent thereof.

After the 11/22/23 Citi VPF Amendment, QH Hungary remained the direct beneficial owner of a total of 3,992,377 Shares and Gulf Hungary remained the indirect beneficial owner of the same 3,992,377 Shares. Gulf Hungary continues to be the direct beneficial owner of a separate 22,754 Shares. All 3,992,377 Shares directly owned by QH Hungary remain subject to the Shareholder Agreement (as defined in the Original Schedule 13D) to which QH Hungary also became a party by executing a joinder thereto.

This Amendment No. 17 is filed jointly by the Reporting Persons. All disclosure for items contained in the Original Schedule 13D is incorporated herein by reference, subject to the amended and additional information provided for such item in this Amendment No. 17. Capitalized terms used and not defined herein shall have the meanings given to such terms in the Original Schedule 13D.

### Item 4. Purpose of Transaction

Item 4 of the Original Schedule 13D is hereby amended to add the following:

This Amendment No. 17 relates to the 11/22/23 Citi VPF Amendment, the purpose of which is to facilitate the transactions contemplated by the 11/22/23 Citi VPF Amendment. These transactions were designed for QH Hungary to raise financing, subject to the applicable transaction documents while maintaining an opportunity to share in the Issuer’s future growth. These transactions are described in further detail in Item 6 of this Amendment No. 17.

### Item 5. Interest in Securities of the Issuer

Item 5 of the Original Schedule 13D is hereby amended and restated as follows:

(a) – (b) The information contained on the cover pages to this Amendment No. 17 is incorporated herein by reference. The Shares reported on this Amendment No. 17 are held by the Reporting Persons. QH Hungary is a wholly-owned subsidiary of Gulf Hungary, which is owned by Gulf Houghton, which is a subsidiary of Gulf Oil International. Gulf Oil International is owned by Amas Holding SPF (“Amas Holding”), a private wealth holding company, which in turn is beneficially owned by multiple members of the Hinduja family, with no single individual having a beneficial interest in Amas Holding of 5% or more. Based upon 17,984,916 shares of Common Stock outstanding as of October 31, 2023, as reported in the Issuer’s Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2023, as filed with the Securities and Exchange Commission on November 2, 2023, the Shares owned by the Reporting Persons constitutes approximately 22.3% of the issued and outstanding Common Stock of the Issuer.

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Except for the Shares owned by the Reporting Persons, none of the Reporting Persons or, to the knowledge of the Reporting Persons, any of the other persons listed in Item 2(a)-(c) hereto beneficially owns any other securities of the Issuer.

(c) Except as described in Item 3, Item 4 and Item 6, neither the Reporting Persons nor, to the knowledge of the Reporting Persons, any person listed in Item 2(a)-(c), have effected any transactions in the Common Stock during the past 60 days.

(d) Except as described in Item 3, Item 4 and Item 6, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities covered by this Amendment No. 17.

(e) Not applicable.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Item 6 of the Original Schedule 13D is hereby amended to add the following:

The information contained in Item 3 and 4 of the Original Schedule 13D, as amended by this Amendment No. 17, is hereby incorporated by reference herein.

On October 13, 2023, 14,432 Shares beneficially owned by Gulf Hungary but held in the name of Citibank N.A. pursuant to the Escrow Agreement (as defined in the Original Schedule 13D) in order to secure the Reporting Persons' indemnification obligations related to the Issuer's acquisition of Global Houghton Ltd. were released from escrow to the Issuer in order to satisfy such indemnification obligations and 17,737 Shares were released from escrow to Gulf Hungary as such Shares were no longer needed to secure indemnification obligations.

On November 22, 2023, QH Hungary effected the 11/22/23 Citi VPF Amendment.

The First Citi Supplemental Confirmation covering a maximum aggregate amount of 350,000 shares is divided into 50 components of 7,000 shares each (each a "Component"). For each Component, QH Hungary is obligated to deliver, on the settlement date (the "Settlement Date") determined based on the specified scheduled valuation date within the periods from May 27, 2025 to August 7, 2025 either, at QH Hungary's option: (a) up to 7,000 Shares for the First Citi Supplemental Confirmation, to Citibank (such Share number, "Subject Number") based on the average market price of the Shares determined as described below or (b) an amount of cash equivalent to the value of such Shares.

The number of Shares (or, at QH Hungary's option, the cash equivalent) to be delivered to Citibank on each Settlement Date is to be determined as follows: (a) if the volume-weighted average price per Share on the relevant valuation date, as reasonably determined by Citibank by reference to the Bloomberg Page "KWR <equity> AQR <Go>" (or any successor page thereto) (provided that, if such price is not so reported for any reason or is, in Citibank's reasonable discretion, erroneous, a price determined by Citibank in good faith and a commercially reasonable manner) (the "Settlement Price") is equal to or less than \$177.9634 per Share (the "Forward Floor Price"), QH Hungary will deliver to Citibank the Subject Number of Shares; (b) if the Settlement Price is between the Forward Floor Price and \$195.7597 per Share (the "Forward Cap Price"), QH Hungary will deliver to Citibank a number of Shares equal to the Subject Number multiplied by a fraction, the numerator of which is the Forward Floor Price and the denominator of which is the Settlement Price; and (c) if the Settlement Price is greater than the Forward Cap Price, QH Hungary will deliver to Citibank a number of Shares equal to the product of (i) the Subject Number and (ii) a fraction (A) the numerator of which is the sum of (x) the Forward Floor Price and (y) the Settlement Price minus the Forward Cap Price, and (B) the denominator of which is the Settlement Price.

#### **Item 7. Material to be Filed as Exhibits.**

[Exhibit 99.1](#) [Second Amended and Restated Supplemental Confirmation No. 1, dated November 22, 2023, by and among QH Hungary Holdings Limited and Citibank, N.A.](#)

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated November 27, 2023

**GULF HUNGARY HOLDING KORLÁTOLT FELELŐSSÉGŰ  
TÁRSASÁG**

By: /s/ Judit Rozsa  
Name: Judit Rozsa  
Title: Managing Director

By: /s/ Michael Kelleher  
Name: Michael Kelleher  
Title: Director

**QH HUNGARY HOLDINGS LIMITED**

By: /s/ Judit Rozsa  
Name: Judit Rozsa  
Title: Managing Director

By: /s/ Michael Kelleher  
Name: Michael Kelleher  
Title: Director

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## SECOND AMENDED AND RESTATED SUPPLEMENTAL CONFIRMATION NO. 1

Date: November 22, 2023

To: QH Hungary Holdings Limited  
BAH Center | 2 Furj street, Building B, Ground fl.  
1124 Budapest, Hungary  
Attn: Balazs Horvath Dr  
T: +36 1 646 4638  
Email: balazs.horvath@bekespartners.com, rozsa.juci@gmail.com

From: Citibank, N.A.

Fax No.: 212-615-8985

Reference Number: To be advised.

The purpose of this Second Amended and Restated Supplemental Confirmation is to amend and restate the terms and conditions of the Transaction entered into between Citibank, N.A. ("Dealer") and QH Hungary Holdings Limited ("Counterparty") on May 19, 2020 (the "Original Transaction"). This Second Amended and Restated Supplemental Confirmation, November 22, 2023, amends and restates in its entirety the Amended and Restated Supplemental Confirmation, dated November 24, 2021, which amended and restated in its entirety the Supplemental Confirmation, dated March 9, 2021 (the "Original Supplemental Confirmation"), as is subject to the Master Confirmation specified below. Each party repeats to the other party the representations and warranties set forth in the Master Confirmation and in the Agreement (as defined in the Master Confirmation) (as if the Amendment and Restatement Date and the Second Amendment and Restatement Date were the Trade Date, the date the parties entered into a Transaction and the date of the Master Confirmation). This Second Amended and Restated Supplemental Confirmation is a binding contract between Dealer and Counterparty as of the Second Amendment and Restatement Date for the Transaction referenced below.

1. This Second Amended and Restated Supplemental Confirmation supplements, forms part of, and is subject to the Master Terms and Conditions for Prepaid Variable Share Forward Transactions dated as of May 19, 2020 between Dealer and Counterparty (as amended and supplemented from time to time, the "Master Confirmation"). All provisions contained in the Agreement (as modified and as defined in the Master Confirmation) shall govern this Second Amended and Restated Supplemental Confirmation, except as expressly modified below, and capitalized terms used but not defined herein shall have the meanings specified in the Master Confirmation.

2. The terms of the Transaction to which this Second Amended and Restated Supplemental Confirmation relates are as follows:

Trade Date:	May 19, 2020
Amendment and Restatement Date:	November 24, 2021
Second Amendment and Restatement Date:	November 22, 2023
Prepayment Amount:	USD 44,957,909.41
Prepayment Date:	The first Currency Business Day on which all of the conditions specified in Section 4 of the Master Confirmation are satisfied or waived by Dealer and Counterparty satisfied its obligations under Section 6(d) of the Master Confirmation; <u>provided</u> that, if such conditions are first all satisfied or waived after 3:00 p.m., New York time, on a Currency Business Day, the Prepayment Date shall be the next following Currency Business Day.

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First Amendment Payment Amount: USD 2,100,000.00. Dealer agrees to pay Counterparty the First Amendment Payment Amount on the First Amendment Payment Date. For the avoidance of doubt, the First Amendment Payment Amount shall be netted against Counterparty's obligations to pay Dealer the (i) "First Amendment Prepayment Amount" under the Transaction under the Master Confirmation, with a "Trade Date" of March 9, 2021 and an "Amendment and Restatement Date" that falls on the Amendment and Restatement Date and (ii) "Second Amendment Payment Amount" under the Transaction under the Master Confirmation, with a "Trade Date" of May 26, 2020 and a "Second Amendment and Restatement Date" that falls on the Amendment and Restatement Date.

First Amendment Payment Date: The second Currency Business Day following the Amendment and Restatement Date.

Second Amendment Payment Amount: USD 6,296,838. Counterparty agrees to pay Dealer the Second Amendment Payment Amount on the Second Amendment Payment Date.

Second Amendment Payment Date: The second Currency Business Day following the Second Amendment and Restatement Date.

Second Amendment Reference Price: USD 177.9634

Forward Floor Price: USD 177.9634

Forward Cap Price: USD 195.7597

Final Disruption Date: August 19, 2025

Contractual Dividend: USD 0.455 per quarter

For each Component of the Transaction, the Number of Shares and the Scheduled Valuation Date are as set forth below.

Component Number	Number of Shares	Scheduled Valuation Date
1	7,000	5/27/2025
2	7,000	5/28/2025
3	7,000	5/29/2025
4	7,000	5/30/2025
5	7,000	6/2/2025
6	7,000	6/3/2025
7	7,000	6/4/2025
8	7,000	6/5/2025
9	7,000	6/6/2025
10	7,000	6/9/2025
11	7,000	6/10/2025
12	7,000	6/11/2025
13	7,000	6/12/2025
14	7,000	6/13/2025
15	7,000	6/16/2025
16	7,000	6/17/2025

17	7,000	6/18/2025
18	7,000	6/20/2025
19	7,000	6/23/2025
20	7,000	6/24/2025
21	7,000	6/25/2025
22	7,000	6/26/2025
23	7,000	6/27/2025
24	7,000	6/30/2025
25	7,000	7/1/2025
26	7,000	7/2/2025
27	7,000	7/7/2025
28	7,000	7/8/2025
29	7,000	7/9/2025
30	7,000	7/10/2025
31	7,000	7/11/2025
32	7,000	7/14/2025
33	7,000	7/15/2025
34	7,000	7/16/2025
35	7,000	7/17/2025
36	7,000	7/18/2025
37	7,000	7/21/2025
38	7,000	7/22/2025
39	7,000	7/23/2025
40	7,000	7/24/2025
41	7,000	7/25/2025
42	7,000	7/28/2025
43	7,000	7/29/2025
44	7,000	7/30/2025
45	7,000	7/31/2025
46	7,000	8/1/2025
47	7,000	8/4/2025
48	7,000	8/5/2025
49	7,000	8/6/2025
50	7,000	8/7/2025

Dealer represents, warrants and covenants to Counterparty that any and all sales of Shares in connection with establishing Dealer's initial Hedge Positions with respect to the Original Transaction have been made in compliance with and in accordance with the manner-of-sale conditions described in Rule 144(f) and (g) under the Securities Act (as interpreted by the Interpretive Letters).

Counterparty represents, warrants and covenants to Dealer that it is entering into this Second Amended and Restated Supplemental Confirmation in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act or any other antifraud or anti-manipulation provisions of the federal or applicable state securities laws.

Counterparty hereby agrees (a) to check this Second Amended and Restated Supplemental Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between us with respect to the particular Transaction to which this Second Amended and Restated Supplemental Confirmation relates by manually signing this Second Amended and Restated Supplemental Confirmation and providing any other information requested herein or in the Master Confirmation and immediately sending a facsimile transmission of an executed copy to us.

Yours sincerely,

CITIBANK, N.A.

By: /s/ Eric Natelson  
Authorized Representative  
Eric Natelson  
Authorized Signatory

Confirmed as of the date first above written:

QH HUNGARY HOLDINGS LIMITED

By: /s/ Balazs Horvath  
Name: Balazs Horvath  
Title: Director

QH HUNGARY HOLDINGS LIMITED

By: /s/ Judit Rozsa  
Name: Judit Rozsa  
Title: Director

*[Signature Page to Second A&R Supplemental Confirmation No. 1 (Citi)]*

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