



Registration of a Charge

Company Name: **MSX INTERNATIONAL LIMITED**

Company Number: **01949542**



XBA5TGQH

Received for filing in Electronic Format on the: **11/08/2022**

Details of Charge

Date of creation: **02/08/2022**

Charge code: **0194 9542 0023**

Persons entitled: **RBC EUROPE LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED TOGETHER WITH AN ENGLISH TRANSLATION AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LINKLATERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1949542

Charge code: 0194 9542 0023

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd August 2022 and created by MSX INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2022 .

Given at Companies House, Cardiff on 15th August 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

2 August 2022

RBC Europe Limited
(as "Security Agent")

MSX International Limited
(as "Pledgor")

and

MSX International TechServices, S.L.U.
(as the "Company")

Deed (*Póliza mercantil*) of Pledge over Quotas

Linklaters

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Ref L-325518

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Public Deed of Pledge over Quotas

Executed in Barcelona on 2 August 2022 before me, Mr. Blanca Pardo, Notary Public of the city of Barcelona expressly required by the Parties for this act.

PARTIES

- (1) **MSX International Limited** (the "**Pledgor**"), a company duly incorporated and validly existing under the laws of England and Wales, having its registered office at The Octagon, Middleborough, Colchester, Essex CO1 1TG, England (United Kingdom), registered with the Companies Register of England and Wales, with number 1949542, and with Tax Identification Number N8266565D.
- (2) **MSX International TechServices, S.L.U.** (the "**Company**"), a company incorporated and validly existing under the laws of Spain, having its registered office at Calle Albasanz 15, 1st Floor, 28037 Madrid (Spain), registered with the Commercial Registry of Madrid, at volume no. 4910, Sheet 213, Page Number M-80324, and with Tax Identification Number B-80367394.
- (3) **RBC Europe Limited** ("**RBC**" or the "**Security Agent**", which expression includes its successors in title, subrogates and assignees), a company duly incorporated and validly existing under the laws of England and Wales, having its registered office at 100 Bishopsgate, London, EC2N 4AA, United Kingdom with legal entity identifier registered with the Companies' House under number 995939 and with Tax Identification Number N-8263829-G.

RBC acts in this Deed (i) in its capacity as Security Agent under the Intercreditor Agreement (as defined below), in its own name and behalf, (ii) in its capacity as parallel debt creditor ("**Parallel Debt Creditor**") under the Intercreditor Agreement (as defined below), in its own name and behalf pursuant to Clause 17.3 of the Intercreditor Agreement (as defined below); and (iii) in its own name and behalf and in the name and for the benefit of the entities listed in **Schedule 1** (the "**Existing Secured Parties**"), in its condition of Security Agent, role to which it has been appointed by virtue of the Intercreditor Agreement (as this term is defined in Recital (B) below), in accordance with the terms of the notarial certificate granted on 1 August 2022 by the Notary Public of London, Mr. Luis Neil Hydevaamonde. A copy of the notarial certificate is attached hereto as **Schedule 2**.

The Pledgor, the Security Agent and the Parallel Debt Creditor shall be hereinafter jointly referred to as the "**Parties**". The Company appears for the sole purpose of Clause 6.2 below.

I, the intervening Notary Public, hereby attest to the identity and legal capacity and status of the Parties; to the fact that their consent has been freely given; and to the fact that the granting hereof is in compliance with the law and the duly informed will of the Parties.

WHEREAS

- (A) Pursuant to a term and revolving facilities agreement entered into on 14 May 2022 between, amongst others, Pacific (BC) Topco 5 Limited as original third party security provider, Pacific (BC) Bidco Limited as company and original borrower (the "**Original Borrower**"), MV Lux Iv S.À R.L., MV Lux V UI S.À R.L., MV Private Debt Ce S.À R.L., MV Private Credit E2 S.À R.L., MV Private Credit E3 S.À R.L., MV Private Debt Op1 S.À R.L., MV Private Debt Al1 S.À R.L., MV Senior Luxembourg II UI S.À R.L., MV Dual Lux S.À R.L., MV Private Debt Addon 1 S.À R.L., The Northwestern Mutual Life Insurance

Company, The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account, Banque Nomura France, HSBC Bank Plc, J.P. Morgan Chase Bank, N.A., London Branch, Royal Bank Of Canada, as mandated lead arrangers (the "**Mandated Lead Arrangers**") and original lenders (the "**Original Lenders**"), and RBC as agent (the "**Agent**"), security agent (the "**Security Agent**") and original issuing bank (the "**Original Issuing Bank**") (as amended from time to time, the "**Senior Facilities Agreement**"). The Original Lenders agreed to provide to the Original Borrower term and revolving loan facilities in an initial aggregate principal amount distributed as follows:

- (i) a \$40,000,000 Original Revolving Facility; and
- (ii) a Facility B consisting of:
 - (a) a €156,300,000 Facility B (EUR) Commitment; and
 - (b) a \$150,000,000 Facility B (USD) Commitment.
- (B) Pursuant to the terms of an intercreditor agreement entered into on 25 May 2022 (as amended and/or restated from time to time, the "**Intercreditor Agreement**"), the Security Agent has been appointed to exercise certain rights, authorities and powers belonging to the Secured Parties (as defined below) under the Intercreditor Agreement.
- (C) Pursuant to an accession deed executed on the date hereof, the Company has agreed to accede to the Senior Facilities Agreement as an Additional Borrower and as an Additional Guarantor and to accede to the Intercreditor Agreement as a Debtor and Intra-Group Lender (the "**Accession Deed**"). The Accession Deed has been raised on the date hereof to the status of a Spanish public document through a public deed (*escritura pública*) granted before the Notary Public authorising this Deed. Attached as **Schedule 3** is an executed copy of the Accession Deed, which includes a copy of the Senior Facilities Agreement and of the Intercreditor Agreement.
- (D) Pursuant to the terms of the Senior Facilities Agreement and the Intercreditor Agreement, the liabilities of the Debtors (as defined in the Intercreditor Agreement) arising from the Senior Facilities Agreement shall be secured by certain security interests.
- (E) It is envisaged that certain Debtors (as defined in the Intercreditor Agreement) may enter into additional agreements defined as "Senior Secured Notes Finance Documents", "Cash Management Facility Finance Documents", "Second Lien Lender Finance Documents", "Second Lien Notes Finance Documents", "Topco Facility Finance Documents", "Topco Notes Finance Documents", "Topco Proceeds Loan Agreement" and "Hedging Agreements" in the Intercreditor Agreement. In the event that any of these agreements is entered into, the liabilities of the Debtors (as defined in the Intercreditor Agreement) arising from these agreements shall be also secured by the security interests referred to in Recital (D) above.
- (F) MSX International Limited is the sole and legitimate owner of 7,422,892 quotas (*participaciones*) of the Company, representing 100% share capital of the Company, with a face value of 0.60 euros each, numbered from 1 to 7,422,892, all inclusive, fully subscribed and paid-up (jointly, the "**MSX International Quotas**" or "**Quotas**"). The MSX International Quotas are owned by MSX International Limited by virtue of a deed granted on 7 June 2016 before the notary of Michigan, Wayne County, Ms. Stephanie Tanksley certified with number 171375-1-458590-157 by the Secretary of the State of Michigan (the "**Title Deed**").

- (G) In order to secure the Secured Obligations (as defined below) it has been agreed under the terms of the Transaction Documents (as defined below) that MSX International Limited shall grant a pledge over the MSX International Quotas.

The Pledgor and the Company are satisfied that entering into this Deed is for the purposes and to the benefit of the Pledgor, the Company and their respective businesses.

- (H) In light of the above, the Parties agree to execute this DEED OF PLEDGE OVER QUOTAS (the "**Deed**") pursuant to the following:

CLAUSES

1 Definitions and Interpretation

1.1 For the purposes of this Deed:

- 1.1.1 "**Debtors**" has the meaning given to it in the Intercreditor Agreement.
- 1.1.2 "**Declared Default**" means the occurrence of an Event of Default (as this term is defined under the Senior Facilities Agreement) in respect of which a notice of acceleration has been given and not withdrawn.
- 1.1.3 "**Secured Obligations**" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group (as defined in the Intercreditor Agreement) and by each Debtor and any Holdco Security Provider to any Secured Party under the Senior Secured Finance Documents (including to the Security Agent under the Parallel Debt pursuant to Clause 17.3 (Parallel Debt (Covenant to pay the Security Agent)) of the Intercreditor Agreement, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity, each as defined in, and construed in accordance with, the Intercreditor Agreement. The Pledge does not secure any payment obligation that may constitute a violation of the prohibition of financial assistance set forth in Article 143 of the Spanish Companies Act (as this term is defined below); and therefore, such obligations shall be excluded from the concept of Secured Obligations.
- 1.1.4 "**Secured Parties**" means the Security Agent, any Receiver or Delegate and each of the Agents, the Arrangers and the Secured Creditors from time to time but, in the case of each Agent, Arranger or any Secured Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 19.9 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement.
- 1.1.5 "**Transaction Documents**" means the Senior Finance Documents as defined and construed in accordance with the Intercreditor Agreement.
- 1.2 Capitalised terms used herein and not defined herein shall have the meanings given to them in the Senior Facilities Agreement and the Intercreditor Agreement. In the event of conflict between the terms of this Deed and the Senior Facilities Agreement or the Intercreditor Agreement, the terms of the Senior Facilities Agreement or the Intercreditor Agreement (as applicable) shall prevail and will take priority over the provisions of this Deed.
- 1.3 In this Deed, Clauses, Sections and Schedules headings are inserted for convenience and ease of reference only and shall not affect the interpretation of this Deed:

- 1.4 Any reference to any document includes that document as it has or may be amended, varied, assigned, novated, restated or supplemented from time to time and any reference to a party shall include that party's successors in title, permitted assignees and permitted transferees.

2 Constitution and extension of the Pledge

- 2.1 In order to secure the full satisfaction and repayment of all the Secured Obligations, MSX International Limited hereby grants in favour of the Secured Parties a first ranking "*in rem*" right of pledge (*derecho real de prenda*) over the MSX International Quotas (the "**Pledge**");

The Pledge is granted without prejudice to the unlimited personal liability of the Company under the Intercreditor Agreement which, according to article 1,911 of the Spanish Civil Code (*Código Civil*) (the "**Spanish Civil Code**"), will not be understood to be limited in any manner by the constitution of the Pledge.

- 2.2 The Security Agent, acting in its own name and benefit, and for the account and for the benefit of the Secured Parties, hereby accepts the Pledge.
- 2.3 The Pledge is a continuing security and shall remain in full force and effect until the Secured Obligations have been paid in full, have expired or been terminated in accordance with the Transaction Documents, irrespective of the insolvency (*concurso*) or liquidation (as the case may be) or any incapacity or change in the constitution of the Pledgor and/or the Company.
- 2.4 The Pledge is in addition to, and independent of, any charge, guarantee or other security or right or remedy now or subsequently held by the Secured Parties in respect of the Secured Obligations and, therefore, can be enforced independently, separately, before or after any other enforcement proceedings in respect of any such other charge, guarantee, security or remedy available to the Secured Parties until the total fulfilment of the Secured Obligations.
- 2.5 The rights, powers and remedies provided in this Deed are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law.

3 Secured Obligations. Indivisible nature of the Pledge

- 3.1 The Pledge created under this Deed in favour of the Secured Parties secures the full and timely compliance with all the Secured Obligations.
- 3.2 The Pledge is of an indivisible nature and is created over each and every one of the Quotas. Accordingly, each and every one of the pledged Quotas secures the full payment and discharge by the Debtors of all the Secured Obligations. The partial payment or discharge of the Secured Obligations shall not proportionally extinguish the Pledge, for which reason the Pledgor may not cancel the Pledge until the full and timely satisfaction and repayment of the Secured Obligations in accordance with Clause 11 below.
- 3.3 The Pledge created pursuant to this Deed and the exercise of the *in rem* action of pledge that it entails, is understood to exist without prejudice to the obligations of the Debtors (including, but not limited to, the Pledgor) under the Transaction Documents, if applicable, which shall not be deemed to be limited in any manner whatsoever (other than as limited in the Transaction Documents) by the constitution of the Pledge.

- 3.4** The terms and conditions of the Secured Obligations secured by the Pledge are as set forth (or referred to) and agreed in the Transaction Documents, which the Pledgor and the Company represent that they know and fully accept without any restriction or reservation. The Parties hereby agree that this Deed shall not amend, modify or alter any of the terms and conditions of the Transaction Documents.

4 Extension of the Pledge

- 4.1** The Pledge shall automatically extend to and comprise, on the same terms and with the same ranking set forth in this Deed, any goods or assets (whether tangible or intangible), rights, securities, shares, quotas or funds that substitute or replace the Quotas in the event of merger, spin-off, dissolution or winding-up, share capital increase (including any amounts received for the sale or assignment of pre-emption rights), conversion or exchange of Quotas, conversion (*transformación*) or any other similar events that may affect the Company or the Quotas and that have taken place in accordance with the Transaction Documents.

Upon request by the Security Agent, the extension described in this Clause shall be formalised by executing the relevant private or public document taking into account the nature of the asset replacing the Quotas. In the case of quotas subscribed under a share capital increase, the extension shall be formalised in accordance with the provisions of Clauses 5.1 and 5.2 below.

The Pledgor undertakes to notify the Security Agent of the occurrence of any of the circumstances described in this Clause within five (5) Business Days following the approval of the relevant corporate resolution.

- 4.2** To this effect, the expression "Pledge" should be interpreted as including the present Pledge, as amended, substituted or complemented from time to time.
- 4.3** Hereinafter, any reference made to the Quotas in this Deed shall be understood to be made to any right, security or asset that, by virtue of this Clause 4, replaces the Quotas.
- 4.4** In the event that the Pledge is enforced over any funds or credit rights convertible into money to which the Pledge over the Quotas has been extended, the Parties agree that it shall not be necessary to carry out any public auction for the enforcement of the Pledge. The Secured Parties, through the Security Agent, will be entitled to enforce the Pledge by direct appropriation of the funds, the latter being immediately applied to the satisfaction of the Secured Obligations, provided that a Declared Default has occurred and that such appropriation is notified to the Pledgor. In the event that the Pledge is extended to any other good or asset, the enforcement proceedings available will be those described in Clause 10 below.

5 Share capital increases in the Company

- 5.1** Subject to the provisions of the Transaction Documents, in the event that, while the Pledge is in force, a capital increase of the Company takes place, the Parties expressly agree as follows:
- (a) The Pledgor undertakes that the Quotas pledged in favour of the Secured Parties shall represent at all times the same percentage of the share capital of the Company originally pledged under the Pledge (i.e., the entire share capital of the Company). The Pledgor shall not waive or exclude and shall exercise in full its pre-

emption rights in the terms of paragraph (b) below in relation to any newly subscribed quotas as may be necessary not to reduce the proportional participation of the Pledgor in the share capital of the Company; and

- (b) The Pledge created under this Deed shall extend to the newly issued quotas subscribed by the Pledgor. To that effect, the Pledgor hereby unconditionally and irrevocably undertakes to pledge the new quotas in favour of the Secured Parties on the same terms and conditions and subject to the same formalities as those included in this Deed as set out in Clause 5.2 below.

5.2 For the purposes of Clause 5.1 above, the Pledgor shall notify the Security Agent, as soon as practicable, from the date of adoption of any resolution increasing the share capital of the Company by issuing new quotas and the Pledgor and the Company undertake that the Company will register the new quotas in the name of the Pledgor in the Quotaholders's Registry Book (*Libro Registro de Socios*) as soon as practicable following receipt of confirmation of the registration with the relevant Commercial Registry of the share capital increase effected by means of the issue of new quotas.

5.3 Once all the above acts have been carried out, and as soon as practicable following receipt of confirmation of the registration of the new quotas in the Quotaholders's Registry Book, the Pledgor undertakes to formalise the extension of the Pledge to the newly subscribed quotas in a supplementary Deed.

6 Delivery of possession of the pledged Quotas

6.1 The Pledgor hereby delivers to the Notary Public executing this Deed an authorised copy (*copia autorizada*) of the Title Deed referred to in Recital (F) evidencing the Pledgor's ownership of the Quotas and expressly instructs him to annotate the Pledge in the said Title Deed.

The Notary Public hereby annotates the Pledge in the said Title Deed and delivers it back to the Pledgor.

6.2 The Company hereby acknowledges the constitution of and registers the Pledge in its Quotaholders's Registry Book and hereby delivers a certificate issued by the joint and several director (*administrador solidario*) of the Company in favour of the Security Agent acting in its own name and benefit and for the benefit of the Secured Parties, declaring that the Pledge has been registered in such Quotaholders's Registry Book and attaching a photocopy of the relevant pages of the said Quotaholders's Registry Book.

A form of the certificate referred to in this Clause is included hereto as **Schedule 4**.

6.3 The Parties hereby agree and acknowledge that (i) the granting of this Deed and (ii) the registration of the Pledge over the Quotas in the Quotaholders's Registry Book, in the terms provided herein, shall have the effect of transferring possession, for the purposes of article 1,863 of the Spanish Civil Code.

7 Exercise of rights over the Quotas

7.1 Pursuant to article 132 of the Spanish Companies Act (*Texto Refundido de la Ley de Sociedades de Capital*) (the "**Spanish Companies Act**") and prior to the submission by the Security Agent to the Pledgor a certified notification (*notificación fehaciente*) informing about the occurrence of a Declared Default which is continuing, the Pledgor shall be able to exercise the voting rights attached to the Quotas in a manner consistent with the

Transaction Documents. In addition, the Pledgor undertakes to exercise such rights in such a manner that does not materially adversely affect the Pledge and the rights of the Secured Parties resulting thereof.

- 7.2** The Pledgor and the Secured Parties hereby expressly and irrevocably agree that, upon the submission by the Security Agent to the Pledgor of a certified notification (*notificación fehaciente*) informing about the occurrence of a Declared Default which is continuing, the Security Agent, acting in its own name and for the benefit of the Secured Parties, may decide, at its sole discretion, to assume and exercise, without limitation, any political rights, including the voting rights, attached to the Quotas.
- 7.3** The Pledgor will be entitled to make use of all dividends, economic rights and contributions attached to the Quotas that the Pledgor is authorised to receive unless a Declared Default has occurred which is continuing. Once a Declared Default has occurred which is continuing, the Security Agent will notify the Company so that any dividends, economic rights and contributions which the Pledgor is entitled to receive are paid to the bank account designated by the Security Agent. The Pledgor irrevocably authorises the Security Agent (acting in its own name and for the benefit of the Secured Parties) to receive, upon the occurrence of a Declared Default which is continuing, on behalf of the Pledgor, any dividends of the Company and to apply them in accordance with the Intercreditor Agreement.

8 Undertakings of the Pledgor

- 8.1** The Pledgor shall not do, fail to do or permit to be or not to be done, anything which could prejudice the Pledge or the rights of the Secured Parties under the Transaction Documents.
- 8.2** The Pledgor hereby undertakes not to exercise any of the following rights which it may have pursuant to performance of its obligations under the Pledge:
- (a) to be indemnified by the Company or by any other member of the Group (as defined in the Transaction Documents);
 - (b) to claim from any other member of the Group (as defined in the Transaction Documents), compliance with any of the Pledgor's and/or the Company's obligations under the Transaction Documents; and/or
 - (c) to obtain the benefit (in whole or in part and whether by subrogation or otherwise) of any rights of the Secured Parties under the Transaction Documents or of any guarantee or other security taken by the Secured Parties pursuant to the Transaction Documents.

Likewise, the Pledgor irrevocably waives its rights to bring an action against the Company as provided for in Articles 1.838 and 1.839 of the Spanish Civil Code.

The Pledgor hereby waives its right to withdraw from the Company (*derecho de separación*) in case of non-distribution of dividends, as per Article 348 *bis* of the Spanish Companies Act, to the extent applicable.

- 8.3** The Pledgor hereby undertakes (i) not to exercise any preferential acquisition right it may be entitled to in respect of the Quotas which may have been awarded to the Security Agent, the Secured Parties or any third party in an enforcement scenario and (ii) that the voting and economic rights attached to the Quotas shall be transferred to the Secured

Parties, acting through the Security Agent, under the terms set forth in Clause 7 of this Deed.

- 8.4 In the event of any novation, supplement or amendment to any of the Transaction Documents, the Pledgor, will promptly consent and sign, legalize, execute, deliver and grant all the deeds, public instruments, documents, certificates, acts and further actions that it may be reasonably required from time to time by the Security Agent in order to ensure that any such novation, supplement or amendment to the relevant Transaction Document remains secured by the Pledge.

9 Representations and Warranties of the Pledgor

- 9.1 The Pledgor represents and warrants to the Security Agent and the other Secured Parties (and the Security Agent and the other Secured Parties rely on these representations and warranties) that:

- (a) the Pledgor hold full legal title (*titular de pleno dominio*) to the Quotas;
- (b) The Quotas are free from any liens and encumbrances (different to the Pledge) and are not subject to any litigation, discussion or claim regarding their validity or enforceability;
- (c) No person has been or is entitled to any conditional or unconditional option, warrant or other right to subscribe for, purchase or otherwise acquire Quotas or any interest in any Quotas, or in the share capital of the Company.

- 9.2 The representations and warranties contained in this Clause 9 are given and made on the date of this Deed and will be repeated on each other date provided for in the Transaction Documents and on the date when any amendment or supplement to this Deed or any extension of the Pledge pursuant to this Deed is formalised, by reference to the facts and circumstances then existing.

10 Enforcement of the Pledge

- 10.1 The Pledge may be enforced totally or partially by the Security Agent (in its own name and benefit and on behalf of the Secured Parties) upon the occurrence of a Declared Default.

- 10.2 In order to enforce the Pledge, the Secured Parties, through the Security Agent may, at their own discretion, choose any of the proceedings, whether ordinary, declaratory or executive, to which they are legally entitled, including without limitation:

10.2.1 the enforcement proceedings for pledged or mortgaged assets established under articles 681 et seq. of the Spanish Civil Procedure Act (*Ley de Enjuiciamiento Civil*) (the "**Spanish Civil Procedure Act**");

10.2.2 the extra-judicial procedure provided in article 1,872 of the Spanish Civil Code; or

10.2.3 any other available procedure,

provided that the use of one procedure will not preclude the possibility of resorting to any of the others until all the Secured Obligations have been unconditionally and irrevocably paid and/or discharged in full.

- 10.3 For the purposes of enforcing the Pledge it will be sufficient that the Security Agent serves a notice on the Pledgor indicating that a Declared Default has occurred and that, having

instructed the Pledgor under the Transaction Documents to pay the amounts due and payable in accordance with the relevant Transaction Document, such payment has not been met within the established term. The above-mentioned notification shall comprise the amount due and payable, as determined in accordance with Clause 10.4 below.

- 10.4** In the event of enforcement of the Pledge, the Parties agree that the amount due and payable shall be the amount specified in a certificate issued by the Security Agent and/or the Secured Parties in accordance with the Transaction Documents.

The Pledgor and the Company hereby expressly authorise the Security Agent to request and obtain certificates, copies and documents from the Notary Public who has authorised this Deed in order to evidence its compliance with the entries of his registry-book and the relevant entry date for the purpose of Article 517.2, section 5° of the Spanish Civil Procedure Act. The cost of such certificates, copies and documents will be paid in accordance with Clause 22 of the Senior Facility Agreement. In any event, the amount to be claimed on enforcement by the Security Agent shall be increased by any default interests, costs, taxes and/or expenses that might be accrued for the benefit of the Secured Parties from the date in which the certificate referred to above is issued by the Security Agent and the date in which the enforcement of the Pledge has become effective.

- 10.5** For the purposes of the enforcement of the Pledge by means of the special enforcement procedure set out in articles 681 *et seq.* of the Spanish Civil Procedure Act, the Parties hereby expressly agree that:

10.5.1 in order to commence the enforcement process, the Security Agent shall deliver the following documents to the judge acting in the enforcement proceedings:

- (i) should the Security Agent have made an extrajudicial payment request pursuant to Article 581.2 of the Spanish Civil Procedure Act, a notarial certificate certifying the execution of said payment request, at least ten (10) days in advance;
- (ii) the certificate or certificates, as applicable, referred to in Clause 10.4 above, evidencing the amounts due, liquid and payable in relation to the Secured Obligations; and
- (iii) a notarial document (*acta notarial*) incorporating the certificate or certificates, as applicable, referred to in paragraph (ii) above, evidencing that the determination of the amounts due and payable in relation to the Secured Obligations, have been calculated as agreed in Clause 10.4 above.

The documents referred to in this Clause shall have the effect described in Articles 572 *et seq.* of the Spanish Civil Procedure Act; and

10.5.2 if, in accordance with Article 635.2 of the Spanish Civil Procedure Act, the auction of the Quotas shall be carried out pursuant to the notarial auction (*expediente de subasta notarial*) set out in Articles 72 to 77 of the Organic Notarial Act (Ley de 28 de mayo 1862, del Notariado) (the "Notarial Act") Clause 10.6 below shall apply.

- 10.6** If the Security Agent decides or is directed as provided in the Transaction Documents to follow the procedure set forth in Article 1,872 of the Spanish Civil Code or the notarial auction is applicable pursuant to Clause 10.5.2 above, the Parties agree, in accordance with the legal regime applicable from time to time, as follows:

- (a) The reference price of the Quotas shall be the higher of (i) the net value of the Quotas in accordance with the latest annual accounts audited (if applicable) of the

Company or (ii) the total amount of the Secured Obligations. Such reference price shall be increased by 20% of such amount in respect of procedural costs.

- (b) The reference rate for the auction of the Quotas established in accordance with paragraph (a) above shall be the minimum bid amount at first auction. If the pledged Quotas are not sold at first auction, a second auction may take place subject to the same formalities, at 75% of the reference rate used at first auction. If the Quotas are not sold at second auction due to the lack of a bidder, the Security Agent, on behalf of the Secured Parties may acquire and take possession of the pledged Quotas, issuing, in this case, a receipt (*carta de pago*) for the total amount of Secured Obligations claimed at that time.
- (c) The Secured Parties, through the Security Agent, may also request the holding of a third and subsequent auctions, subject to the same formalities and without a minimum bidding price (*sin sujeción a tipo*).
- (d) The authorised public notary for such purposes will be a Spanish Notary Public designated by the Security Agent.

For the purposes of this Clause, the Parties agree that:

- (a) The Quotas shall be sold to the highest bidder.
- (b) All auctions shall be published by means of an advertisement in the Official State Gazette (*Boletín Oficial del Estado*) at least twenty-four (24) hours prior to the date of the first auction; in this regard, the first and subsequent auctions, if applicable, may be announced simultaneously, taking into account that at least a minimum period of five (5) days must elapse between one auction and the next.

The Pledgor and/or the Company must be notified of the auctions by the Notary Public supervising the auction on the same day the advertisement is published.

The Secured Parties shall be entitled to attend and participate in the auction through the Security Agent, as bidders, without the obligation of making a deposit.

If the Quotas are awarded to the Security Agent or any Secured Party during the auction process, the amount of Secured Obligations claimed by the Security Agent shall be reduced by the award price of the Quotas, but the Secured Parties and the Security Agent will remain entitled to all payments and obligations due by the Debtors under the Transaction Documents which have not been satisfied through the enforcement of the Pledge.

- (c) As a condition to bidding at the auction, the bidders shall post security by way of a deposit for an amount equal to five per cent (5%) of the reference rate of the relevant auction in accordance with Articles 647.1.3º of the Spanish Civil Procedure Act and 75.1.4ª of the Notarial Act.

The deposit must be effected at least twenty four (24) hours before the auction is held. Said deposits shall be immediately returned at the end of the auction to unsuccessful bidders.

The successful bidder shall pay the award price minus the deposit within ten (10) Business Days following the awarding. Failure by the successful bidder to pay the amount due within such period shall result in that bidder forfeiting the deposit. If so, the forfeited deposit shall be given to the Security Agent and, after deducting

enforcement costs, will reduce the amount of the Secured Obligations claimed by enforcement of the Pledge in accordance with the provisions of the Transaction Documents. The Secured Parties may take part in any of the auctions, but they shall not be required to comply with the provisions of this paragraph (c).

If the Secured Parties are awarded the Quotas in the enforcement of the Pledge, the payment of the Quotas awarded may be made by means of set-off, reducing the Secured Obligations by an amount equal to the price of the award of the Quotas auctioned, once costs and expenses have been deducted, including those of the Security Agent.

The award of the auction may be made by way of assignment to a third party.

- (d) The duration of the auction shall not exceed twenty (20) calendar days.
- (e) The Parties agree that addresses for notices to the Pledgor, the Company and the Security Agent shall be as set out in Clause 18 below.
- (f) Upon enforcement of the Pledge, the price obtained from the auction shall be delivered by the Notary Public directly to the Security Agent for its distribution amongst the Secured Parties in accordance with the provisions of the Transaction Documents. If the price obtained at auction (after deducting enforcement costs) as a result of the enforcement of the Pledge exceeds the value of the Secured Obligations, the Security Agent will, in turn, as soon as practicable return any such excess obtained over the amount of the Secured Obligations to the Pledgor and the Security Agent shall make the relevant settlement and provide the Pledgor with a confirmation of receipt of the relevant payment.
- (g) The enforcement will not be interrupted for any cause whatsoever, unless as set out under Articles 74.4 and 76 of the Notarial Act.
- (h) In this regard, to the extent legally possible, the Debtors under the Transaction Documents shall be entitled to pay and discharge the Secured Obligations at any time before the Quotas are awarded at auction. Should the Secured Obligations be paid and discharged in full, the auction will be terminated.
- (i) Upon the request of the Security Agent, partial auctions may take place to sell the Quotas in different lots, subject to the formalities and reference prices set forth in this Clause.
- (j) Neither the Pledgor nor any of the entities in the Group (as defined in the Intercreditor Agreement) may take part in the enforcement proceedings in relation to the Pledge as bidder or as purchaser (irrespective of the type of proceeding used) or be awarded the Quotas in any manner whatsoever.
- (k) The Security Agent is hereby expressly appointed as representative of the Pledgor at the auction of the pledged Quotas in connection with this Clause should they fail to appear or take the relevant actions themselves. The Pledgor expressly authorises and empowers the Security Agent in connection with this Clause to execute the public or private documents that are necessary to formalise the transfer of the Quotas to the successful bidder or bidders.

10.7 In any event, as further provided in the Transaction Documents and subject thereto, at any time after the Pledge becomes enforceable exclusively upon the submission to the Pledgor and the Company of a certified notification (*notificación fehaciente*) informing about the

occurrence of a Declared Default, the Security Agent may in writing appoint a receiver of all or part of the Quotas in order to enforce the Pledge and may remove any receiver so appointed and appoint another in his place.

- 10.8** The Pledgor and the Company hereby irrevocably waive any right over the Quotas provided by law or the by-laws of the Company to the quotaholders of the Company or to the Company itself from time to time during the enforcement process, which may affect the acquisition of the Quotas or any related rights by any successful bidder, assignee or transferee. In particular, the Pledgor waives any pre-emption right it may have in accordance with article 109.3 of the Spanish Companies Act.
- 10.9** The Secured Parties will retain all rights and claims against any party to the Transaction Documents for that part of the Secured Obligations which is not fully discharged, or which remains unsatisfied as a result of the enforcement of the Pledge.
- 10.10** No failure on the part of any Secured Party or the Security Agent to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided for by this Deed or by law shall operate as a waiver thereof, nor shall any single or partial waiver of any such rights preclude any further or the exercise of any other of such rights.
- 10.11** This Deed and any other Transaction Document at the discretion of the Security Agent, as well as any amendments hereto or thereto, shall be formalised, at the cost of the Pledgor, in a Spanish public document, so that it may have the status of a notarial document for all purposes contemplated in Article 517 of the Spanish Civil Procedure Act.
- 10.12** If the Secured Obligations are due and unsatisfied, the Secured Parties may agree to accept the delivery of the pledged Quotas (*dación en pago*) instead of the enforcement of the Pledge in the terms of this Clause.
- 10.13** To the extent not expressly provided for in this Deed, the relationship between the Security Agent and the Secured Parties shall be governed by the relevant provisions contained in the Transaction Documents (and, for the avoidance of doubt, the Security Agent acting in relation to the Secured Parties under this Deed shall benefit from all the protections and indemnities set out therein).
- 10.14** The Security Agent shall not under any circumstances be liable for any special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to loss of business, goodwill, opportunity or profit of any kind) of the Pledgor or any other person (or, in each case, any successor thereto), even if advised of it in advance, even if foreseeable and regardless of the form of action.

11 Discharge of the Pledge

- 11.1** Once the Secured Obligations have been irrevocably paid or otherwise discharged in full in accordance with the Transaction Documents, the Pledge shall be terminated and the Security Agent shall promptly, at the request and cost of the Pledgor, and as provided in the Transaction Documents, release the Quotas from the Pledge along with all the remaining earnings, interest, benefits and dividends forming part of the Pledge.

The Secured Parties hereby expressly authorise the Security Agent to appear before a Spanish Notary in order to document the release and cancellation of the Pledge as well as any irrevocable power of attorney as a consequence of the full repayment of the Secured Obligations.

The release will be carried out by public deed or policy before the Notary Public chosen by the Pledgor and within fifteen (15) days from the receipt by the Security Agent of the Pledgor's notification. The cancellation will involve the return to the Pledgor of all the documents delivered to the Security Agent in connection with this Pledge, as well as other assets, titles or rights subject to the Pledge.

- 11.2** The Parties agree that, provided that the Secured Obligations have been irrevocably paid or otherwise discharged in full, in respect of second paragraph of Article 1,866 of the Spanish Civil Code (or the relevant legal provision which may substitute in the future such second paragraph of Article 1,866), the Secured Parties will not be entitled to hold the Quotas as security securing any other debt that may have been incurred by the Debtors vis-à-vis the Secured Parties after the full satisfaction of the Secured Obligations.
- 11.3** Even where the Secured Obligations have not been completely satisfied, the Security Agent may cancel the Pledge in whole or in part, acting following the instructions of the Secured Parties, in accordance with the terms of the Transaction Documents.

12 Taxes, Costs and Expenses

All taxes, costs and expenses (including legal fees (subject to agreed caps, if any reasonably incurred and fees incurred by the Notary Public) arising from the negotiation, constitution, formalisation, fulfilment, performance and discharge of this Deed and of the Pledge created hereby, together with any taxes, costs, expenses and fees arising from the enforcement of this Pledge (including legal fees and any fees payable to the Spanish Court Agent ("*procurador*") where mandatory or Notary Public), shall be paid in accordance with Clause 22 of the Senior Facility Agreement.

13 Irrevocable power of attorney

On this act and in order to give the greatest effectiveness to the compliance with its undertakings set out herein, the Pledgor grants an irrevocable power of attorney in favour of the Security Agent in a separate public deed (*escritura pública*), which shall include as many powers as necessary or convenient, including that of substitution, delegation and, expressly, self-contracting with respect to the Security Agent, the Secured Parties and those who result in their assignees or transferees according to this Deed, so that, upon the submission to the Pledgor and the Company of a certified notification (*notificación fehaciente*) informing about the occurrence of a Declared Default which is continuing, in the event that the Pledgor does not carry out (upon the request by the Security Agent) any of the acts set out in this Deed within the required timeframes, the Security Agent may do whatever may be required to execute and fulfil the terms of this Deed and to carry out any actions and enter into any documents which may be required to fulfil the terms of this Deed.

Such powers shall include, without limitation, the following:

- (a) on behalf of the Pledgor, (i) to enter into, any private and/or public documents convenient or necessary to formalise the extension or ratification of the Pledge, the creation of new pledge over new quotas as provided in this Deed or over any securities, cash, certificates or rights that may substitute the pledged Quotas, the exercise of the pre-emption right, the payment and subscription in the name and for the benefit of the Pledgor of the newly subscribed quotas of the Company, if

deemed appropriate, and the update or substitution of Schedules of this Deed and/or (ii) to supplement or clarify this Deed in light of the Transaction Documents;

- (b) upon the occurrence, and during the continuation, of a Declared Default, to represent the Pledgor in case of enforcement including, without limitation in any notarial auction (*expediente de subasta voluntaria*), and for such purposes, appoint the authorised public notary and request the execution of any kind of notarial attestation (*actas notariales*), in particular those related to the notarial auction (*expediente de subasta voluntaria*), set out the reference rate and the auction rate of the quotas, receive notices and designate the relevant address for the purpose of receiving such notices, execute, on behalf of the Pledgor, of all public or private documents required to formalise the transfer of the Quotas or any other rights to which the Pledge has extended according to this Deed to the relevant successful bidders, assignees or transferees and carry out as many actions as may be necessary or convenient in relation to the notarial auction (*expediente de subasta voluntaria*);
- (c) to request and to obtain any certificates, copies and documents issued by the Notary Public authorising this Deed including those in order to evidence this Deed's compliance with the entries of his registry book and the entry date for the purposes of Article 517,5 of the Spanish Civil Procedural Act;
- (d) to delegate, sub-delegate and to substitute any person, accepting, expressly, the self-contracting, in the faculties conferred in its favour by virtue of this irrevocable power of attorney;
- (e) to pay at the Pledgor's expense all costs and taxes resulting from any acts carried out or any documents executed pursuant to this Deed;
- (f) to pay at the Pledgor's expense all costs and taxes resulting from any acts carried out or any documents executed; and
- (g) to do whatever other actions are deemed expedient or necessary by the Security Agent to fulfil the faculties mentioned above.

As this power is granted in the interests of all Parties and is necessary for the fulfilment of the obligations assumed by them in this Deed and in the other Transaction Documents, this power of attorney is irrevocable and shall remain in full force and effect as long as payment or fulfilment of any obligation under this Deed or any other Transaction Document remains outstanding. Therefore, the unilateral revocation of this power by the Pledgor shall not have any effect while this Deed is in force.

In the event that the Security Agent should resign or be removed from its office in accordance with the terms of the Transaction Documents or should not be able to act as Security Agent for any reason, the entity appointed as new Security Agent in accordance with the terms of the Transaction Documents shall be vested with these powers and faculties on the same terms and conditions as the Security Agent originally appointed.

Notwithstanding the foregoing, in case it becomes necessary (or convenient, at the Security Agent's discretion) to carry out any act or execute any private or public document for the purposes of documenting or evidencing the change of the Security Agent or of any Secured Party, the Pledgor hereby irrevocably authorises the Security Agent to carry out, on the terms set out in this Clause, any such acts and to execute any such necessary or

convenient documents in the name and on behalf of the Pledgor (including the faculties of substitution, delegation, sub-empowering and, expressly, self-contracting).

The Pledgor acknowledges and accepts that the exercise by the Security Agent of the authority received by virtue of this power of attorney may include self-contracting and conflict of interest, which is accepted with respect to the Security Agent, the Secured Parties and their assignees or transferees. Self-contracting and conflict of interest is also expressly permitted with respect to those on whom the Security Agent may delegate or substitute its power of attorney.

The Pledgor hereby acknowledges and agrees that the powers to be granted pursuant to this Clause shall be granted to the Security Agent for its own benefit and for the benefit of the Secured Parties so that the Security Agent may act for the benefit of all Secured Parties.

14 Effectiveness of security

14.1 Unless otherwise provided by law, the obligations of the Parties by virtue of the Pledge will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of their respective obligations under the Pledge or any Transaction Document (without limitation and whether or not known to it or any Secured Party), including:

- (a) in any event, waivers or consents granted to, or in composition with, the Pledgor, any Debtor under the Transaction Documents or other person or any agreement reached with them;
- (b) the release of any Debtor under the Transaction Documents or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any Debtor under the Transaction Documents, or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Debtor under the Transaction Documents or any other person;
- (e) any amendment (however fundamental) or replacement of a Transaction Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or security; or
- (g) any insolvency (*concurso*) or similar proceedings of the Pledgor, the Company or any Debtor under the Transaction Documents.

14.2 Nothing contained in this Deed or in the deed of irrevocable power of attorney referred to in Clause 13 above is intended to, or shall operate so as to, prejudice or affect rights in any guarantee, indemnity or other security of any kind granted in favour of the Secured Parties to secure any right, remedy or privilege of the Secured Parties.

15 Severability and further assurances

In the event that any of the provisions contained in this Deed or the deed of irrevocable power of attorney referred to in Clause 13 above should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

The Parties undertake to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

16 Syndication and assignment

16.1 Subject to the Transaction Documents, the Pledgor and the Company accept that the Secured Parties may totally or partially assign or transfer their respective rights and obligations under the Transaction Documents with the consequence that the Pledge will be for the benefit of such successors, assignees or transferees. Accordingly, whenever in this Deed the Secured Parties are referred to, such reference shall be deemed to include the successors, assignees and transferees of the Secured Parties and all covenants, promises and agreements by or on behalf of the Pledgor that are contained in this Deed shall bind and inure to the benefit of said successors, assignees and transferees of the Secured Parties, in accordance with the Transaction Documents.

16.2 The Pledgor and the Company hereby expressly acknowledge and agree that, in accordance with article 1,528 of the Spanish Civil Code any assignment or transfer carried out by a Secured Party (or any subsequent assignee or transferee thereof) under the provisions of the Transaction Documents shall automatically entail, without the need of any further agreement of the Pledgor, the constitution of the transferee or assignee as beneficiary of a Pledge created in this Deed.

The Pledgor undertakes that, upon the Security Agent's request, it will grant as many public or private documents as may be necessary or convenient to evidence such transfers, assignment or subrogation.

17 Security Agent

17.1 The Parties accept that the role of Security Agent will be held at all times by any entity that has been appointed as Security Agent in accordance with the terms of the Transaction Documents.

17.2 The Pledgor hereby undertakes, upon request by the Security Agent, to appear before the Notary Public designated by the Security Agent, within the ten (10) Business Days following the notification by the Security Agent, and execute a public document to supplement or ratify this Deed or the security set out herein, so that the identity of the new Security Agent is fully evidenced for all purposes, on the date designated by the Security Agent.

If the Pledgor does not comply with the request made by the Security Agent, the Security Agent may execute such document in the name and on behalf of the Pledgor under the irrevocable power of attorney contained in Clause 13 above.

18 Notices

- 18.1 All notices between the Parties shall be carried out in writing and in accordance with the Transaction Documents, unless this Deed provides otherwise.

For the avoidance of any doubt, notices by any mean that allows the acknowledgement of receipt, including fax, will be acceptable.

- 18.2 ¹The Parties have designated the following addresses for the purpose of receiving notices:

The Security Agent

Royal Bank of Canada

Address: 100 Bishopsgate, London, EC2N 4AA, United Kingdom

Attention: Manager, Agency Services

Email: johnson.tse@[REDACTED]

The Company

MSX International TechServices, S.L.U.

Address: Calle Albasanz 15, 1st Floor

28037 Madrid (Spain)

Attention: Mr. Nils-Johan Einar Andersson

Email: NAndersson2@[REDACTED]

The Pledgor

MSX International Limited

Address: The Octagon, Middleborough

Colchester, Essex CO1 1TG, England (UK)

Attention: Mr. Nils-Johan Einar Andersson

Email: NAndersson2@[REDACTED]

The Security Agent must be notified of any change of address of the Pledgor and/or the Company as soon as possible. Any change of address shall only be valid ten (10) days from the date of receipt of the notice by the Security Agent.

The Pledgor must be notified of any change of address of the Security Agent as soon as possible. Any change of address shall only be valid ten (10) days from the date of receipt of the notice by the Pledgor.

19 Governing law and jurisdiction

- 19.1 This Deed shall be governed by the Spanish common law (*Derecho común español*).

¹ Note: Pending to confirm the details included herein.

- 19.2** The Parties, waiving their right to any other jurisdiction, hereby expressly and irrevocably submit themselves to the jurisdiction of the Courts and Tribunals of Madrid, for the resolution of any dispute that may arise over the validity, interpretation, performance, fulfilment or enforcement of this Deed.
- 19.3** The submission to the jurisdiction of the courts referred to in this Clause shall not (and shall not be construed so as to) limit the right of the Security Agent and the Secured Parties to take proceedings, different from the ones foreseen in this Deed, against the Pledgor, the Company or any party to the Transaction Documents in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

La presente Póliza de constitución de prenda sobre participaciones se formaliza con la intervención del Notario que figura en el encabezamiento, a los efectos de lo previsto en el Artículo 1.216 del Código Civil, el Artículo 517 de la Ley de Enjuiciamiento Civil, y demás legislación concordante.

Y yo el Notario hago constar que:

Los otorgantes, en la representación que ostentan, tienen facultades representativas que son, a mi juicio, suficientes para la constitución de la prenda que se documenta en la presente Póliza.

Los otorgantes, en la representación que ostentan reseñada en la intervención de la presente, tienen facultades representativas que son a mi juicio suficientes para la prenda que se documenta en la presente póliza.

Acepto el requerimiento contenido en la estipulación 6.1, cuyo cumplimiento haré constar mediante diligencia a la presente.

Los comparecientes, según intervienen en la presente Póliza, manifiestan su conformidad y aprobación al contenido de la misma tal y como aparece redactado, en lengua inglesa idioma que yo el Notario conozco en lo suficiente, al amparo de lo previsto en el artículo 51 del Código de Comercio; extendida en () hojas incluidos sus anexos, la otorgan y firman, con mi intervención. Advierto a los firmantes del derecho a la traducción a la lengua española del presente documento, derecho al que renuncian, manifestando conocer la lengua inglesa, y en consecuencia, el alcance y significado de todo su contenido.

Y yo el Notario, habiendo hecho las oportunas advertencias legales, DOY FE de la identidad de los otorgantes, de la legitimidad de sus firmas, de que a mi juicio tienen la capacidad y legitimación necesarios para el otorgamiento de la presente Póliza, de que el consentimiento ha sido libremente prestado y de que el otorgamiento se adecua a la legalidad y a la voluntad debidamente informada de los otorgantes e intervinientes.

The Pledgor

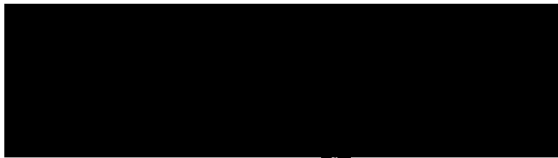
MSX INTERNATIONAL LIMITED.



Mr. Yuanlong Lang

The Security Agent

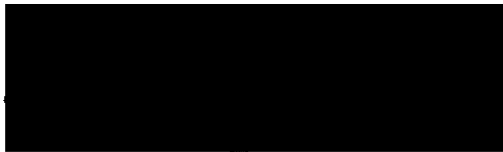
RBC Europe Limited



By: Ms. Aurora Mínguez Velasco

The Company

MSX INTERNATIONAL TECHSERVICES, S.L.U.



Mr. Lang Yuanlong

CON MI INTERVENCIÓN
EL NOTARIO

Schedule 1

List of Existing Secured Parties

MV LUX IV S.À R.L.

MV LUX V UL S.À R.L.

MV PRIVATE DEBT CE S.À R.L.

MV PRIVATE CREDIT E2 S.À R.L.

MV PRIVATE CREDIT E3 S.À R.L.

MV PRIVATE DEBT OP1 S.À R.L.

MV PRIVATE DEBT AL1 S.À R.L.

MV SENIOR LUXEMBOURG II UL S.À R.L.

MV DUAL LUX S.À R.L.

MV PRIVATE DEBT ADDON 1 S.À R.L.

THE NORTHWETERN MUTUAL LIFE INSURANCE COMPANY

**THE NORTHWETERN MUTUAL LIFE INSURANCE COMPANY FOR ITS GROUP ANNUITY
SEPARATE ACCOUNT**

BANQUE NOMURA FRANCE

HSBC BANK PLC

J.P. MORGAN CHASE BANK, N.A., LONDON BRANCH

ROYAL BANK OF CANADA

Schedule 2
Copy of the Notarial Certificate

CHEESWRIGHTS

SCRIVENER NOTARIES | LLP

Bankside House, 107 Leadenhall Street,

London EC3A 4AF

T: +44 (0) 20 7623 9477

W: www.cheeswrights.com

TO ALL TO WHOM THESE PRESENTS SHOULD COME, I, **LUIS NEIL HYDE-VAAMONDE** of the City of London, England, Notary Public by royal authority, duly admitted and sworn DO HEREBY CERTIFY, that on this 1st day of August 2022 appears before me:

Mr. Johnson Chun-Sang TSE, of legal age, of Canadian nationality, single, with professional address at 100 Bishopsgate, London, EC2N 4AA, United Kingdom, holder of Canadian passport number GK676717, in force (the Appearer); who is identified to me and whom I judge to have sufficient capacity to, in the name and on behalf of RBC EUROPE LIMITED (the Principal), in his capacity as attorney-in-fact of the Principal, to sign this document which is signed in my presence.

I hereby certify and attest to the foregoing and:

That the Principal is a financial institution incorporated under the laws of England and Wales, with registered office at 100 Bishopsgate, London, EC2N 4AA, United Kingdom, registered with Registrar of Companies for England and Wales under registration number 00995939,

That the Appearer declares that based upon an inspection of and by virtue of the powers contained in:

- (i) a facilities agreement for a total amount of 346,300,000 USD,

Yo, el infrascrito **LUIS NEIL HYDE-VAAMONDE**, Notario Público con vecindad y ejercicio en la Ciudad de Londres, Inglaterra, debidamente facultado y juramentado por Autoridad Real, CERTIFICO que en este día 1 de agosto de 2022, comparece ante mí en persona;

D. Johnson Chun-Sang TSE, mayor de edad, de canadiense, soltero, con domicilio profesional en 100 Bishopsgate, Londres, EC2N 4AA, Reino Unido, con pasaporte canadiense número GK676717, en vigor (el Compareciente);

identificado por mí y a quien juzgo con capacidad suficiente para, en nombre y representación de RBC EUROPE LIMITED (la Matriz) en su capacidad de apoderado de la Matriz, otorgar y firmar el presente poder el cual se firma en mi presencia.

Todo lo cual certifico y doy fe, así como:

Que la Matriz es una entidad financiera constituida y existente con arreglo a las leyes de Inglaterra y Gales, con domicilio social en 100 Bishopsgate, Londres, EC2N 4AA, Reino Unido, inscrita en el Registro de Sociedades (Companies Registrar) de Inglaterra y Gales con el número 00995939,

Que el Compareciente declara que basado en la inspección de y en virtud de los poderes contenidos en:

- (i) 1 Un contrato de financiación por un importe total de 346.300.000 USD, suscrito el 14 de mayo de

entered into on 14 May 2022 by, amongst others Pacific (BC) Bidco Limited as Company, Pacific (BC) Topco 5 Limited as Original Third Party Security Provider, certain entities as Original Borrowers and Original Guarantors, MV Lux IV S.à r.l., MV Lux V UL S.à r.l., MV Private Debt CE S.à r.l., MV Private Credit E2 S.à r.l., MV Private Credit E3 S.à r.l., MV Private Debt OP1 S.à r.l., MV Private Debt AL1 S.à r.l., MV Senior Luxembourg II UL S.à r.l., MV Dual Lux S.à r.l., MV Private Debt Addon 1 S.à r.l., Northwestern Mutual Life Insurance Company, Banque Nomura France, HSBC Bank Plc, JP Morgan SE and Royal Bank of Canada as Mandated Lead Arrangers, certain financial institutions as Original Lenders, RBC Europe Limited as Agent and Security Agent and Royal Bank of Canada as Issuing Bank (hereinafter, as amended and restated from time to time, the "**Facilities Agreement**").

- (ii) An intercreditor agreement entered into

2022 por entre otros Pacific (BC) Bidco Limited como Sociedad, Pacific (BC) Topco 5 Limited como Tercero Proveedor de Garantías, determinadas entidades como Prestatarias Originales y Garantes Originales, MV Lux IV S.à r.l., MV Lux V UL S.à r.l., MV Private Debt CE S.à r.l., MV Private Credit E2 S.à r.l., MV Private Credit E3 S.à r.l., MV Private Debt OP1 S.à r.l., MV Private Debt AL1 S.à r.l., MV Senior Luxembourg II UL S.à r.l., MV Dual Lux S.à r.l., MV Private Debt Addon 1 S.à r.l., Northwestern Mutual Life Insurance Company, Banque Nomura France, HSBC Bank Plc, JP Morgan SE y Royal Bank of Canada como Organizadores Líderes de la Financiación, determinadas entidades financieras como Prestamistas Originales, RBC Europe Limited como Agente y Agente de Garantías y Royal Bank of Canada como Banco Emisor (en adelante, tal y como resulte o haya resultado novado en cada momento, el "**Contrato de Financiación**").

- (ii) Un contrato entre acreedores suscrito el 25 de mayo de 2022 por,

on 25 May 2022 by, amongst others, Pacific (BC) Bidco Limited as Company, certain entities as Original Debtors, certain entities as Original Intra-Group Lenders, Pacific (BC) Topco 5 Limited as Original Subordinated Creditor and Original Third Party Security Provider, certain financial entities as Original Super Senior Lenders, Original Senior Lenders and Original Senior Arrangers and RBC Europe Limited as Original Super Senior Agent, Original Senior Agent and Security Agent (hereinafter, as amended and restated from time to time, the **"Intercreditor Agreement"**).

- (iii) An accession deed to be entered into on or about August 2022 by, amongst others, MSX International TechServices, S.L.U. (**"MSX Spain"**) as Borrower and Guarantor and RBC Europe Limited, as Security Agent (the **"Accession Deed"**).

That, RBC EUROPE LIMITED has the power to act on its own behalf and in its capacity as Security

entre otros, Pacific (BC) Bidco Limited como Sociedad, determinadas entidades como Deudores Originales, determinadas entidades como Prestamistas Intra-Grupo Originales, Pacific (BC) Topco 5 Limited como Acreedor Subordinado Original y Tercer Proveedor de Garantías Original, determinadas entidades financieras como Prestamistas Originales Super Senior, Prestamistas Originales Senior y Organizadores Senior Originales y RBC Europe Limited como Agente Original Super Senior, Agente Original Senior y Agente de Garantías (en adelante, tal y como resulte o haya resultado novado en cada momento, el **"Contrato entre Acreedores"**).

- (iii) Un contrato de adhesión al Contrato de Financiación a suscribir en o alrededor de agosto de 2022 por, entre otros, MSX International TechServices, S.L.U. (**"MSX Spain"**) como Prestatario y Garante, y RBC Europe Limited, como Agente de Garantías (el **"Contrato de Adhesión"**).

Que, RBC EUROPE LIMITED tiene el poder de actuar en su propio nombre y en su capacidad de Agente de Garantías, de

Agent pursuant to the terms of the Facilities Agreement and the Intercreditor Agreement, for and on behalf of the entities set out in list 1 below (*Existing Finance Parties under the Facilities Agreement*) (together the "**Secured Parties**") in the terms and conditions it deems convenient, including:

- (a) entering into, the execution, perfection, notarisation, amendment, extension, ratification, novation and modification of a pledge over the quotas of MSX International TechServices, S.L.U. and any other kind of security of the Facilities Agreement (the "**Security Interests**") and any Finance Documents or notices, in relation to the Security Interests, except for the execution of those documents which in accordance with English law require the English legal form of "deed" (a formal form of document required by English law for certain purposes)
- (b) the notarisation of any transfer agreement, assignment agreement or similar documents related to the Senior Facilities Agreement which has been previously signed as a private document by a representative of the transferee or the assignee, except for the execution of those documents

conformidad con los términos del Contrato de Financiación y del Contrato entre Acreedores, en nombre y representación de las sociedades que figuran a continuación en la lista 1 (*Partes Financieras Existentes bajo el Contrato de Financiación*) (juntos los "**Acreedores Garantizados**") en los términos y condiciones que considere conveniente, incluyendo,:

- (a) La celebración, ejecución, perfeccionamiento, elevación a público, modificación, extensión, ratificación o novación de una prenda sobre las participaciones de MSX International TechServices, S.L.U., así como cualquier tipo de garantía del Contrato de Préstamo Senior (las "**Garantías**") y cualquier Documento de la Financiación y notificación, con relación a las Garantías, excepto en lo que respecta a aquellos documentos que, de acuerdo con la legislación inglesa, deban ser otorgados en la forma legal inglesa de "deed" (una formalidad requerida por la ley inglesa para determinados casos).

- (b) la elevación a público de cualesquiera documentos de cesión, documentos de transmisión u otros similares, que hubieran sido firmados previamente como documento privado por un representante del cesionario, excepto en lo que respecta a aquellos documentos que, de acuerdo con la legislación inglesa, deban ser otorgados en la forma legal inglesa de "deed" (una formalidad

which in accordance with English law require the English legal form of "deed" (a formal form of document required by English law for certain purposes).

- (c) execute in the name of any of the Secured Parties (whether in its own capacity or as agent of other parties) any contracts, agreements, instruments, documents, notices or certificates, whether public or private, in relation to the documents described herein, except for the execution of those documents which in accordance with English law require the English legal form of "deed" (a formal form of document required by English law for certain purposes).

requerida por la ley inglesa para determinados casos).

- (c) suscribir en nombre de cualquier Parte Garantizada (ya sea en su propio nombre o como agente de otras partes) cualquier contrato, acuerdo, instrumento, documento, notificación o certificado, ya sea en documento público o privado, relacionado con los documentos descritos en el presente documento, excepto en lo que respecta a aquellos documentos que, de acuerdo con la legislación inglesa, deban ser otorgados en la forma legal inglesa de "deed" (una formalidad requerida por la ley inglesa para determinados casos).

The Secured Parties are on the date hereof:/ Los Acreedores
Garantizados en esta fecha son:

List 1 / Lista 1

(Existing Finance Parties under the Senior Facilities Agreement)

1. Security Agent: RBC Europe Limited
2. Agent: RBC Europe Limited
3. Original Issuing Bank: Royal Bank of Canada
4. Original Lenders and Underwriters: Mv Lux Iv S.À R.L., Mv Lux V UI S.À R.L., Mv Private Debt Ce S.À R.L., Mv Private Credit E2 S.À R.L., Mv Private Credit E3 S.À R.L., Mv Private Debt Op1 S.À R.L., Mv Private Debt All S.À R.L., Mv Senior Luxembourg Ii UI S.À R.L., Mv Dual Lux S.À R.L., Mv Private Debt Addon 1 S.À R.L., The Northwestern Mutual Life Insurance Company, The Northwestern Mutual Life Insurance Company For Its Group Annuity Separate Account, Banque Nomura France, Hsbc Bank Plc, JPMorgan Chase Bank, N.A., London Branch, Royal Bank Of Canada.
5. Mandated Lead Arrangers: MV Lux IV S.à r.l., MV Lux V UL S.à r.l., MV Private Debt CE S.à r.l., MV Private Credit E2 S.à r.l., MV Private Credit E3 S.à r.l., MV Private Debt OP1 S.à r.l., MV Private Debt AL1 S.à r.l., MV Senior Luxembourg II UL S.à r.l., MV Dual Lux S.à. r.l., MV Private Debt Addon 1 S.à r.l., Northwestern Mutual Life Insurance Company, Banque Nomura France, HSBC Bank Plc, JP Morgan SE y Royal Bank of Canada.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this 1st day of August two thousand and twenty-two.

EN FE Y TESTIMONIO DE LO CUAL expido el presente que firmo y sello en Londres el día 1 de agosto de dos mil veintidós.

[REDACTED]

Johnson Chun-Sang TSE

Attorney-in-Fact / Apoderado

RBC EUROPE LIMITED

[REDACTED]

LUIS NEIL HYDE-VAAMONDE

Notary Public / Notario Público

London, England / Londres, Inglaterra

CHEESWRIGHTS

Solicitors & Notaries LLP

Bankside House, 107 London Wall Street,
London EC3A 5AF

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Schedule 3
Copy of the Accession Deed

Accession Deed

To: RBC Europe Limited as Security Agent for itself and each of the other parties to the Intercreditor Agreement referred to below

From: MSX International TechServices, S.L.U. (the "Spanish Subsidiary") and Pacific (BC) Bidco Limited (the "Company")

Dated: 2nd August 2022

Dear Sirs

Pacific (BC) Bidco Limited – Senior Facilities Agreement dated 14 May 2022 (as amended) (the "Facilities Agreement")

1. We refer to the Facilities Agreement, a copy of which is attached hereto as **Schedule 1**, and to the Intercreditor Agreement copy of which is attached hereto as **Schedule 2**. This deed (the "**Accession Deed**") shall take effect as an Accession Deed for the purposes of the Facilities Agreement and as a Debtor Accession Undertaking for the purposes of the Intercreditor Agreement (and as defined in the Intercreditor Agreement). Terms defined in the Facilities Agreement have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.
2. The Spanish Subsidiary agrees to become an Additional Guarantor and to be bound by the terms of the Facilities Agreement and the other Finance Documents (other than the Intercreditor Agreement) as an Additional Guarantor pursuant to Clause 31.3 (*Additional Guarantors*) of the Facilities Agreement. The Spanish Subsidiary is a company duly incorporated under the laws of Spain and is a public limited liability company ("*sociedad de responsabilidad limitada*"), holder of Spanish Tax Identification Number ("N.I.F.") B-80367394, with registered office at C/ Albasanz 15, 1º, 28037, Madrid (Spain) and registered with the Commercial Registry of Madrid under Volume 4,910, Page M-80324, Sheet 213.
3. The Spanish Subsidiary's administrative details for the purposes of the Facilities Agreement and the Intercreditor Agreement are as follows:

Address: C/ Albasanz 15, 1º, 28037, Madrid (Spain)

Electronic mail address: NAndersson2@ [REDACTED]

Attention: Mr. Nils-Johan Einar Andersson
4. The Spanish Subsidiary (for the purposes of this paragraph 3, the "**Additional Obligor**") intends to give a guarantee, indemnity or other assurance against loss in respect of Liabilities under the Finance Documents (the "**Relevant Documents**").
5. The Company and the Spanish Subsidiary make the Repeating Representations to the Finance Parties on the date of this Accession Deed.
6. IT IS AGREED as follows:

- (a) Terms defined in the Intercreditor Agreement shall, unless otherwise defined in this Accession Deed, bear the same meaning when used in paragraph 3.
- (b) The Additional Obligor and the Security Agent agree that the Security Agent shall hold:
 - (i) any Security in respect of Liabilities created or expressed to be created pursuant to the Relevant Documents;
 - (ii) all proceeds of that Security; and
 - (iii) all obligations expressed to be undertaken by the Additional Obligor to pay amounts in respect of the Liabilities to the Security Agent as trustee for the Secured Parties (in the Relevant Documents or otherwise) and secured by the Transaction Security together with all representations and warranties expressed to be given by the Additional Obligor (in the Relevant Documents or otherwise) in favour of the Security Agent as trustee for the Secured Parties,

on trust (or as otherwise provided for in the Intercreditor Agreement) for the Secured Parties on the terms and conditions contained in the Intercreditor Agreement.

- (c) The Additional Obligor confirms that it intends to be party to the Intercreditor Agreement as a Debtor, undertakes to perform all the obligations expressed to be assumed by a Debtor under the Intercreditor Agreement and agrees that it shall be bound by all the provisions of the Intercreditor Agreement as if it had been an original party to the Intercreditor Agreement.
 - (d) In consideration of the Additional Obligor being accepted as an Intra Group Lender for the purposes of the Intercreditor Agreement, the Additional Obligor also confirms that it intends to be party to the Intercreditor Agreement as an Intra Group Lender, and undertakes to perform all the obligations expressed in the Intercreditor Agreement to be assumed by an Intra Group Lender and agrees that it shall be bound by all the provisions of the Intercreditor Agreement, as if it had been an original party to the Intercreditor Agreement.
7. The Spanish Subsidiary confirms it is a company incorporated in Spain and requests that each Lender considers its Qualifying Lender status in respect of the Spanish Subsidiary.
8. Notwithstanding anything set out to the contrary in the Facilities Agreement or any other Finance Document, any guarantee, security, indemnity, obligation and/or liability granted, incurred, assumed or otherwise agreed by the Spanish Subsidiary under the Finance Documents shall be limited to the following: as the Spanish Subsidiary is incorporated as a private limited liability company ("*sociedad de responsabilidad limitada*") the obligations shall not extend to any obligation incurred by any Obligor as a result of such Obligor borrowing (or guaranteeing the borrowing of) funds (but only in respect of those funds) under the facility for the purpose of (1) acquiring quotas ("*participaciones sociales*") representing the share capital of the Spanish Subsidiary or quotas ("*participaciones sociales*") or shares ("*acciones*") representing the share

capital of a company within its group or (2) refinancing a previous debt incurred by any Obligor for the acquisition of quotas ("*participaciones sociales*") representing the share capital of the Spanish Subsidiary or quotas ("*participaciones sociales*") or shares ("*acciones*") representing the share capital of a company within its group, and shall be deemed not to be undertaken or incurred by the Spanish Subsidiary to the extent that the same would constitute unlawful financial assistance within the meaning of article 143 of the Spanish Companies Act (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*) and, in that case, all provisions of this Accession Deed and of any other Finance Document shall be construed accordingly in the sense that, in no case, can any guarantee and/or indemnity and/or security given by the Spanish Subsidiary secure repayment of the abovementioned funds.

For the purposes of the paragraph above, a reference to the *group* of the Spanish Subsidiary shall mean the Spanish Subsidiary and any other companies constituting a group as such term is defined under article 42 of the Spanish Commercial Code *Real Decreto de 22 de agosto de 1885 por el que se publica el Código de Comercio*). It shall be presumed that there is unity of decision when any of the scenarios set out in section 1 of article 42 of the Spanish Commercial Code are met.

9. This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS ACCESSION DEED has been signed on behalf of the Security Agent (for the purposes of paragraph 4 above only), signed on behalf of the Company and executed as a deed by the Spanish Subsidiary and is delivered on the date stated above.

SCHEDULE 1
FACILITIES AGREEMENT

SCHEDULE 2
INTERCREDITOR AGREEMENT

SIGNED as a DEED For and on behalf of

MSX International TechServices, S.L.U.

acting in accordance with the laws of its jurisdiction of incorporation



Name: Nils Johan Einar Andersson

Title: Authorised signatory

[Signature page to the Accession Deed]

The Company



~~For and on behalf of~~

Pacific (BC) Bideo Limited

Name: Nils-Johan Einar Andersson

Title: Authorised signatory

[Signature Page to the Accession Deed]

The Security Agent



For and on behalf of

RBC Europe Limited

Name:



Title:

JOHNSON TSE
AUTHORISED SIGNATORY

Schedule 4

Certificate attesting recording of the Pledge in the Quotaholder's Registry Book

Don [●], [incluir cargo con facultad certificante] de [●] (la "Sociedad")

CERTIFICA

1. Que según se desprende del contenido del Libro de Registro de Socios de la Sociedad: (i) el capital social de la Sociedad asciende a fecha de hoy a [●] euros, dividido en [●] participaciones de [●] euro[s] de valor nominal cada una, numeradas de la 1 a la [●], ambas inclusive (las "**Participaciones**"); (ii) todas las Participaciones se encuentran libres de cargas y gravámenes de cualquier tipo diferentes de la Prenda de Participaciones (tal y como este término se define en el apartado 2 siguiente); y (iii) [●] figura como titular de [●] Participaciones numeradas de la 1 a la [●] y representativas del 100% del capital social de la Sociedad.

2. Que en virtud de una póliza de prenda suscrita en fecha [●] ante el Notario de [●], D. [●] se ha constituido una prenda sobre las Participaciones titularidad de [●] a favor de un sindicato de acreedores, actuando [●] como Agente de Garantías (la "**Prenda de Participaciones**")

3. Que la Prenda de Participaciones ha sido debidamente inscrita en el Libro Registro de Socios de la Sociedad. Se adjunta al presente certificado fotocopia de la[s] página[s] del Libro Registro de Socios de la Sociedad en la[s] cual[es] se ha practicado dicha inscripción.

Y para que así conste, se expide este certificado en [●], a [●] de [●] de [●].

D. [●]

This Deed (póliza) relating to the creation of a share pledge is executed with the intervention of the notary stated at the heading, for the purposes of Article 1216 of the Spanish Civil Code, Article 517 of the Spanish Civil Procedure Rules and other related legislation.

And I, the notary, state that:

The signatories, with the powers of representation that they hold, have representative powers that are, in my judgment, sufficient for the creation of the pledge that is documented by way of this deed.

The signatories, with the powers of representation that they hold as stated in my intervention in this deed, have representative powers that are in my judgment sufficient for the pledge that is documented in this deed.

I accept the request contained in Clause 6.1, satisfaction of which I will state in a record appended to this deed.

The appearers, for the purposes for which they act in this Deed, state their acceptance and approval of its content as it is drafted in English, a language which I the notary sufficiently understand, pursuant to Article 51 of the Spanish Code of Commerce, issued on () sheets of paper including its schedules; they sign and execute it, with my intervention. I advise the signatories of their right to a Spanish translation of this document, a right which they waive, stating that they speak English and, accordingly, understand the scope and meaning of its entire content.

IN FAITH AND TESTIMONY WHEREOF I, the notary, having stated the relevant legal rights and obligations, attest to the identity of the signatories, to the authenticity of their signatures, to the fact that in my judgment they have the necessary capacity and standing to execute this Deed, that their consent has been freely given and that this Deed is executed in accordance with the law and the duly informed will of its signatories and the parties.

We hereby certify that this is a complete and true translation of page 20 of the Spanish text.

Linklaters LLP

*Linklaters LLP
10 August 2022*

Schedule 4

Certificate attesting recording of the Pledge in the Quotaholder's Registry Book

Mr/Ms [●], [state position with certifying authority] of [●] (the "**Company**"), **certifies** the following:

1. According to the Company's register of members: (i) the Company has a share capital that at the present date totals €[●], divided into [●] shares each with a par value of €[●], numbered from 1 to [●] inclusive (the "**Shares**"); (ii) all the Shares are free of charges and encumbrances of any kind other than the Share Pledge (as this term is defined in 2 below); and (iii) [●] is stated as the holder of all the issued shares in the Company.
2. As a result of a pledge agreement signed on [●] before the [●] notary [●] a pledge was created over the Shares owned by [●] in favour of a group of lenders, with [●] acting as security agent (the "**Share Pledge**").
3. The Share Pledge has been duly recorded in the Company's register of members. The **Appendix** to this certificate contains a copy of the page(s) in the Company's register of members in which the creation of the Share Pledge has been duly recorded.

To whom it may concern, this certificate is issued in [●] on [●].

Mr/Ms [●]

We hereby certify that this is a complete and true translation of page 40 of the Spanish text.

Linklaters LLP

Linklaters LLP
10 August 2022