



**Registration of a Charge**

Company Name: **DALET UK LIMITED**

Company Number: **06518321**



Received for filing in Electronic Format on the: **13/02/2024**

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**Details of Charge**

Date of creation: **12/02/2024**

Charge code: **0651 8321 0002**

Persons entitled: **ACCEL-KKR CREDIT PARTNERS II LP**

Brief description: **SEE CLAUSES 3.3(E) OF THE DEBENTURE WHICH CREATES A FIRST FIXED CHARGE OVER ALL OF THE RIGHTS WHICH THE COMPANY HAS AND ALL OF THE RIGHTS WHICH IT OBTAINS AT ANY TIME IN THE FUTURE OVER SPECIFIED INTELLECTUAL PROPERTY (AS DEFINED IN THE DEBENTURE) SUCH AS: ENTITY TRADE MARK DALET UK LIMITED UK00907118821 STATUS: REGISTERED MARK TYPE: WORD MARK TEXT: AMBERFIN FILE DATE: 13 JUNE 2009 CLASSES: 9 DALET UK LIMITED 2479713 STATUS: REGISTERED MARK TYPE: WORD MARK TEXT: AMBERFIN FILE DATE: 13 FEBRUARY 2008 CLASSES: 9 PLEASE SEE CLAUSE 3 OF THE DEBENTURE FOR MORE DETAILS.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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 AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6518321

Charge code: 0651 8321 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2024 and created by DALET UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2024 .

Given at Companies House, Cardiff on 16th February 2024

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**

**CONFIDENTIAL**

**EXECUTION VERSION**

**Dated** 12 February 2024

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**Dalet UK Limited**

**and**

**Dalet Ooyala UK Limited  
(as Chargors)**

**and**

**Accel-KKR Credit Partners II LP  
(as Agent)**

## **Debenture**

 **NORTON ROSE FULBRIGHT**

*I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic original instrument.*

*Norton Rose Fulbright LLP*

**Date:** 13 February 2024

**BD-#37371906-v1**

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## Debenture

Dated 12 February 2024

### Between

- (1) **Dalet UK Limited** registered in England with number 06518321 (the **Company**);
- (2) **The Companies** (if any) identified in Schedule 1 (*The Chargors*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (3) **Accel-KKR Credit Partners II LP**, as agent and trustee for the Secured Parties (the **Agent**).

It is agreed:

## 1 Definitions and Interpretation

### 1.1 Definitions

Words and expressions defined in the Credit Agreement have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this Deed:

**Act** means the Law of Property Act 1925.

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**Book Debts** means:

- (a) all book and other debts (including any sums owed by banks or similar institutions) both actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights relating to the debts referred to in (a) above including any related agreements, documents, rights and remedies (including negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

**Charged Accounts** means the bank accounts of the Chargors specified in Schedule 2 (*Charged Accounts*) and the Schedule to any Deed of Accession and such other bank accounts as the Chargors may open from time to time.

**Credit Agreement** means the credit agreement dated on or about the date of this Deed between, among others, (1) Dalet International Holding as Parent, (2) Dalet SA as Intermediate Parent, (3) Dalet Digital Media Systems USA, Inc., as Borrower, (4) the Chargors and others as Guarantors and (5) the Secured Parties, as it may from time to time be amended, restated, novated, or replaced (however fundamentally, including by an increase of any size in the amount of the credit facilities made available under it, the alteration of the nature, purpose or period of those credit facilities or the change of its parties).

**Deed of Accession** means a deed of accession substantially in the form set out in Schedule 3 (*Deed of Accession*).

**Default Rate** means the rate specified in section 2.6(b) (*Default Rate*) of the Credit Agreement.

**Disposal** means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security.

**Dividends**, in relation to any Share, means:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of, that Share.

**Equipment** means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

**Excluded Property** means:

- (a) any asset or undertaking which a Chargor is at any time prohibited (whether conditionally or unconditionally) from creating the relevant Security on or over by reason of any contract, licence, lease, instrument or other arrangement, in each case, with a third party (including any asset or undertaking which a Chargor is precluded from creating the relevant Security on or over without the prior consent of a third party) but only, in each case, to the extent such prohibition is effective under applicable provisions of applicable law and only to the extent of that prohibition and only for so long as such prohibition is in existence or until consent has been received from the third party;
- (b) any asset or undertaking which, if subject to any of the relevant Security, would give a third party the right to terminate or otherwise materially and adversely amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or undertaking, but only, in each case, to the extent such right or amendment is effective under applicable anti-assignment provisions of applicable law and only to the extent of that right to terminate or make amendment and only for so long as such right is in existence or such amendment operates or until a waiver of the relevant term has been received from the third party,

provided, however, that Excluded Property shall not include any proceeds, substitutions or replacements of any Excluded Property referred to in paragraphs (a) and (b) above (unless such proceeds, substitutions or replacements would independently constitute Excluded Property referred to in such paragraphs (a) or (b) above).

**Excluded Swap Obligations** has the meaning given to that term in the Credit Agreement.

**Financial Collateral** has the meaning given to it by the Financial Collateral Arrangements (No 2) Regulations 2003.

**Insolvency Event**, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction.

**Insolvency Legislation** means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation.

**Insurance** means each contract or policy of insurance to which a Chargor is a party or in which it has an interest.

**Intellectual Property** means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and any intellectual property constituting "Intellectual Property" as defined in the Credit Agreement and other intellectual property rights and interests, arising or subsisting in any jurisdiction, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets,

which, in each case, are of a type which are not disposed of in the ordinary course of trading.

**Investment** means:

- (a) any Shares or loan capital held in a Subsidiary; and
- (b) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights (including Dividends and proceeds of Disposal) arising in connection with them.

**Land** has the same meaning as it has in section 205(1) of the Act.

**Liabilities** has the meaning given to that term in the Credit Agreement.

**Material Land** means any Land located in England and Wales with a fair market value in excess of \$1,000,000 (or its equivalent in any other currency).

**Officer**, in relation to a person, means any officer, employee or agent of that person.

**PSC register** means a register of persons with significant control required pursuant to section 790M of the Companies Act 2006.



**Receiver** means one or more receivers or managers appointed, or to be appointed, under this Deed.

**Restrictions Notice** means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

**Right** means any right, privilege, guarantee, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

**Secured Obligations** means the Liabilities other than the Excluded Swap Obligations.

**Secured Parties** means the Agent and the Lenders.

**Security** means:

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;
- (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to indebtedness and which has the same commercial effect as if security had been created over it; and
- (c) any right of set-off created by agreement.

**Security Assets** means all assets of each Chargor the subject of any Security created by this Deed.

**Security Period** means the period during which the obligations of the Chargors (or any of them) remain in force in accordance with the provisions of clause 12 (*Duration of the Security*).

**Shares** means all shares held by any Chargor in its Subsidiaries.

**Specified Intellectual Property** means the registered Intellectual Property (if any) specified in Schedule 4 (*Specified Intellectual Property*) and in the Schedule to any Deed of Accession.

**Subsidiary** means:

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) any company which would be a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time,

but on the basis that a person will be treated as a member of a company if any shares in that company are held by that person's nominee or any other person acting on that person's behalf.

**Warning Notice** means a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

## 1.2 Interpretation

- (a) Any reference in this Deed to:
  - (i) a **Chargor**, a **Loan Party**, the **Agent** or any other **Secured Party** includes any one or more of its assigns, transferees and successors in title (in the case of a Chargor or a Loan Party, so far as any such is permitted);

- (ii) the **Agent** or any other **Secured Party** (except for the references in clause 14 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
  - (iii) **assets** includes present and future properties, revenues and rights of every description;
  - (iv) this **Deed** or any **Financing Document** or any other agreement or instrument is a reference to this Deed, that Financing Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
  - (v) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (vi) a **guarantee** includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;
  - (vii) the words **include(s), including and in particular** will be construed as being by way of illustration or emphasis only and will not be construed as, nor will they take effect as, limiting the generality of any preceding words;
  - (viii) **obligation** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
  - (ix) the words **other** and **otherwise** will not be construed *ejusdem generis* with any preceding words where a wider construction is possible;
  - (x) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality); and
  - (xi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- (b) A provision of law is a reference to that provision as amended or re-enacted.
  - (c) The singular includes the plural and vice versa.
  - (d) Clause and Schedule headings are for ease of reference only.
  - (e) An Event of Default is **continuing** if it has not been waived.
  - (f) The obligations of the Chargors under this Deed are joint and several.
  - (g) Where this Deed imposes an obligation on a Chargor to do something if required or requested by the Agent, it will do so as soon as practicable after it becomes aware of the requirement or request.
  - (h) It is intended that this document takes effect as a deed even though the Agent may only execute it under hand.

- (i) This Deed may be executed in any number of counterparts. In addition, if this Deed is to be executed by any party by the signature of more than one person, they may so do on separate counterparts.
- (j) The terms of the other Financing Documents and of any side letters between any parties in relation to any Financing Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (k) Each category of asset, each asset and each sub-category of asset charged under clause 3 (*Charges*) will be construed separately, as though charged independently and separately of each other.

### **1.3 Third party rights**

The Rights conferred on each of the Secured Parties, each Receiver and each Officer of the Agent or a Receiver under this Deed are enforceable by each of them under the Contracts (Rights of Third Parties) Act 1999. No other term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone who is not a party to this Deed. The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party (without prejudice to the terms of the other Financing Documents).

### **1.4 Contractual recognition of bail-in**

The provisions of section 17.12 (*Acknowledgement and Consent to Bail-In of Affected Financial Institutions*) of the Credit Agreement apply to this Deed as if set out in it but with all necessary changes and as if references to Financing Documents referred to this Deed.

## **2 Payments of Secured Obligations**

Each Chargor covenants with the Agent and the other Secured Parties that it will on demand pay and discharge the Secured Obligations when due.

## **3 Charges**

### **3.1 Nature of charges**

The charges contained in this clause 3 secure the payment and discharge of the Secured Obligations and are given to the Agent as trustee for the Secured Parties with full title guarantee.

### **3.2 Legal mortgage**

Subject to clause 3.7 (*Excluded Property*), each Chargor charges by way of first legal mortgage:

- (a) all Material Land of which a brief description is contained in Schedule 5 (*Material Land*);
- (b) all other Material Land now owned by it,

and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances); and

### **3.3 Fixed charge**

Subject to clause 3.7 (*Excluded Property*), each Chargor charges by way of first fixed charge all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:

- (a) Land, other than that charged under clause 3.2 (*Legal mortgage*);
- (b) Equipment;
- (c) Charged Accounts and all monies standing to the credit of any of the Charged Accounts and the debts represented by them;
- (d) Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account;
- (e) Specified Intellectual Property;
- (f) Intellectual Property (other than any Specified Intellectual Property);
- (g) Investments, including those held for it by any nominee;
- (h) goodwill and uncalled capital;
- (i) Authorisations held by it in relation to any Security Asset; and
- (j) contracts and policies of Insurance,

and any Rights accruing to, derived from or otherwise connected with them.

#### **3.4 Floating charge**

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

#### **3.5 Conversion of floating charge**

The Agent may convert all or part of the floating charge created by a Chargor under clause 3.4 (*Floating charge*) into a fixed charge by giving notice to that effect to the relevant Chargor and specifying the identity of the assets concerned. This may be done on one or more occasion, but only (a) following the occurrence of an Event of Default which is continuing or (b) if the Lender reasonably considers that its security over the assets concerned is in jeopardy and that it is necessary to do so to protect or preserve its security.

#### **3.6 Trust**

If or to the extent that the mortgaging or charging of any Security Asset is ineffective because of a prohibition on that mortgaging or charging, the relevant Chargor holds it on trust for the Agent.

#### **3.7 Excluded Property**

- (a) Any undertaking or asset constituting Excluded Property shall be excluded from the Security created by clauses 3.2 (*Legal mortgage*) and 3.3 (*Fixed charge*) above, from the other related provisions of this Deed pertaining specifically to assets of the type as may constitute Excluded Property and from the operation of any further assurance provisions contained in the Financing Documents provided that:
  - (i) if and when any undertaking or asset shall cease to be Excluded Property, such property shall, at all times from and after the date thereof, be deemed to constitute a Security Asset pursuant to this Deed and shall become subject to the other related

provisions of this Deed and the operation of any further assurance provisions contained in the Financing Documents (unless and to the extent such property thereafter constitutes Excluded Property); and

- (ii) nothing in this Deed shall operate to exclude any Excluded Property from the floating charge created by clause 3.4 (*Floating charge*).
- (b) Each Chargor shall use its commercially reasonable endeavours to overcome any obstacle which has resulted in an undertaking or asset being Excluded Property in an effort to ensure that any such undertaking or asset can become subject to the Security under this Deed including, without limitation, making commercially reasonable endeavours to obtain any required third party consents to the Security and seeking to negotiate amendments to any third party arrangements which otherwise result in such undertaking or asset being deemed Excluded Property.

## **4 Set-off**

### **4.1 Set-off of matured Secured Obligations**

- (a) A Secured Party may set off any matured Secured Obligations due from a Chargor (to the extent beneficially owned by Secured Party) against any matured obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.

### **4.2 Rights additional**

These Rights are in addition to the Security conferred on the Agent and the Secured Parties under this Deed.

## **5 Restrictions**

- (a) Each Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Agent agrees to the contrary.
- (b) No Security will exist over, or in relation to, any Security Asset other than Permitted Liens.
- (c) There will be no Disposal of any Security Asset except for:
  - (i) Disposals expressly permitted by the Credit Agreement; and
  - (ii) the Disposal in the ordinary course of trade of any Security Asset which is subject only to the floating charge created by clause 3.4 (*Floating charge*).

## **6 Perfection**

### **6.1 General action**

- (a) Each Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Agent may reasonably require from time to time in order to:
  - (i) create, perfect and/or protect (by registration or in any other way) the Security created or intended to be created by this Debenture;

- (ii) facilitate at any time after an Event of Default which is continuing, the enforcement of the Security created by this Deed and/or the realisation of the Security Assets;
  - (iii) facilitate the exercise of any Rights held by the Agent or any Receiver or administrator under or in connection with this Deed; and
  - (iv) while an Event of Default is continuing, grant an assignment of Book Debts to the Agent, provided that the stipulation that the Agent shall only request any such assignment while an Event of Default is continuing shall be without prejudice to the security created pursuant to paragraph (d) of clause 3.3 (*Fixed charge*).
- (b) The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Financing Documents.

## **6.2 Material Land**

- (a) If any Chargor acquires any Material Land in England and Wales after the date of this Deed it will:
- (i) promptly notify the Agent;
  - (ii) if requested by the Agent and at the cost of that Chargor, execute and deliver to the Agent a first charge by way of legal mortgage over that Material Land in favour of the Agent in any form which the Agent may reasonably require; and
  - (iii) if required by the Agent and if the title to that Material Land is registered at the Land Registry or required to be registered, give the Land Registry written notice of such charge.
- (b) Each Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Material Land in England and Wales which now or in the future is the subject of a charge by way of legal mortgage in favour of the Agent and which is, or is required to be, registered at the Land Registry:
- (c) "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated \_\_\_\_\_ February 2024 in favour of Accel-KKR Credit Partners II LP, of 2180 Sand Hill Road, Suite 300, Menlo Park, California 94025, USA, referred to in the Charges Register."
- (d) Each Chargor will procure the entry of a note of the obligation to make further advances under the terms of the Credit Agreement on the Charges Register of any registered land forming part of the Material Land over which it has created a charge by way of legal mortgage in favour of the Agent.
- (e) Each Chargor will deposit with the Agent all deeds and documents of title and all leases, licences and other ancillary documents received by it or on its behalf in relation to its Material Land.

## **6.3 Intellectual Property**

- (a) Each Chargor will promptly notify the Agent of its acquisition of, or agreement to acquire, any Intellectual Property and any action taken to register any Intellectual Property.
- (b) If requested by the Agent and within 45 days of such request, each Chargor will promptly at its own expense execute any document and do all assurances, acts and things as the Agent may require to ensure that the Security created by this Deed in respect of any

Intellectual Property registered in the United Kingdom is registered at the UK Intellectual Property Office.

#### **6.4 Charged Accounts**

Each Chargor will within 10 Business Days of the date of this Deed or, in respect of any Charged Account opened after the date of this Deed, within 10 Business Days of the opening of such Charged Account, serve notice on the bank at which each Charged Account is opened, substantially in the form set out in Part I of Schedule 6 (*Forms of Notice to Banks and Acknowledgement*) and use its reasonable endeavours to procure that the relevant bank returns the acknowledgement substantially in the form set out in Part II of Schedule 6 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Agent in its absolute discretion.

#### **6.5 Shares**

If a Chargor owns shares in a Subsidiary, it will

- (a) within 10 Business Days date of this Deed or, if it acquires the shares later, within 10~~a~~ <sup>NRF</sup> Business Days date of that acquisition, deposit with the Agent all certificates or other documents of title to those shares and stock transfer forms for them, executed in blank by the relevant Chargor;
- (b) amend the articles of association of the Subsidiary concerned in the manner reasonably required by the Agent (and procure that the Subsidiary concerned takes, or omits to take, all such other steps as the Agent may require) in order to enable it to enforce its Security without restriction; and
- (c) if reasonably required to do so by the Agent after the occurrence of an Event of Default which is continuing, procure that the Agent or its nominee becomes registered as the legal owner of the shares concerned.

#### **6.6 Subsequent Security**

If a Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets, it will be treated as if it had immediately opened a new account in the name of each Chargor, and all payments received by the relevant Secured Party from that Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from that Chargor to that Secured Party.

### **7 Representations**

Each Chargor makes the representations set out in this clause 7 to the Agent and the Secured Parties on the date of this Deed and on the dates on which representations are to be repeated in accordance with section 4 (*Representations and Warranties*) of the Credit Agreement with reference to the facts and circumstances then existing.

#### **7.1 Material Land**

All Material Land beneficially owned by a Chargor as at the date of this Deed is described in Schedule 5 (*Material Land*) and is free of any Security or third party interest of any kind (other than pursuant to or as permitted by the Financing Documents).

## **7.2 Investments**

- (a) All shares beneficially owned by a Chargor as at the date of this Deed are described in Schedule 7 (*Shares*) and are free of any Security or third party interest of any kind (other than pursuant to or as permitted by the Financing Documents).
- (b) All of those shares and, to the extent applicable, all other Investments are fully paid.
- (c) No Warning Notice or Restrictions Notice has been:
  - (i) issued to a Chargor; and
  - (ii) to the best of a Chargor's knowledge, issued to any other person,in each case in respect of all or any part of the Shares and remains in effect.
- (d) Each Chargor's PSC register is up to date and no Warning Notices or Restrictions Notices have been issued which have not been complied with or lifted.

## **7.3 Specified Intellectual Property**

As at the date of this Deed:

- (a) the details of the Specified Intellectual Property appearing or referred to in Schedule 4 (*Specified Intellectual Property*) are true, accurate, and complete in all material respects; and
- (b) no Chargor is the owner of any interest in any other registered Intellectual Property which is not identified in that Schedule; and
- (c) all Specified Intellectual Property identified in that Schedule is free of any Security or third party interest of any kind (other than pursuant to or as permitted by the Financing Documents).

## **8 Undertakings**

### **8.1 Book Debts**

Each Chargor will collect and realise its Book Debts and other monies and receipts and, save to the extent that the Agent otherwise agrees in writing, pay the proceeds of any Book Debts into a Charged Account in accordance with the Credit Agreement or pending such payment into a Charged Account hold the proceeds on trust for the Agent.

### **8.2 Material Land**

Each Chargor will promptly notify the Agent if:

- (a) it receives any notice under section 146 of the Act; or
- (b) any proceedings are commenced against it for the forfeiture of any lease of its Material Land.

### **8.3 Investments**

- (a) After an Event of Default occurs each Chargor will:



- (i) promptly pay over to the Agent all distributions relating to its Investments. Until such time each Chargor will pay all such distributions in accordance with the Credit Agreement; and
  - (ii) exercise all voting and other Rights attached to the Investments in any manner which the Agent may direct. Until such time each Chargor will be entitled to exercise those Rights in accordance with the Credit Agreement.
- (b) Each Chargor will comply with any notice served on it in respect of all or any part of the Shares pursuant to Part 21A of the Companies Act 2006 within the timeframe specified in that notice and will deliver to the Agent:
  - (i) a copy of any such notice promptly on receipt;
  - (ii) a copy of the Chargor's response to such notice at the same time a response is sent to the relevant Subsidiary; and
  - (iii) it will use its best endeavours to keep its PSC register up to date and that, if it issues any Restrictions Notices or Warning Notices it will send a copy of these to the Agent at the same time as they are issued.
- (c) Each Chargor will comply with all conditions and obligations assumed by it in respect of any of its Investments where failure to so comply would in the reasonable opinion of the Agent adversely affect the interests of the Secured Parties under the Financing Documents.

## **9 Enforcement**

### **9.1 Time for enforcement**

The Security created by a Chargor under this Deed will become enforceable on the occurrence of an Event of Default which is continuing or if a Chargor so requests.

### **9.2 Powers on enforcement**

At any time after the Security created by a Chargor under this Deed has become enforceable, the Agent may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) serve notice on any bank at which a Charged Account is open, terminating the Chargor's right to operate such Charged Account;
- (b) exercise all the Rights given to mortgagees or a receiver by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, but without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, appropriate it and transfer the title in and to it to the Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to clause 10.1 (*Appointment*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets;
- (f) appoint an administrator of any Chargor; and

- (g) taking any other action it may decide in any jurisdiction other than England.

### **9.3 Disposal of the Security Assets**

In exercising the powers referred to in clause 9.2 (*Powers on enforcement*), the Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

### **9.4 Application of proceeds**

All money received by the Agent or a Receiver under or in connection with this Deed (whether during, or before, enforcement of any Security) will be applied in the following order of priority:

- (a) **first**, in or towards payment of all amounts payable to the Security Parties, any Receiver or their Officers under clause 13 (*Expenses, liability and indemnity*) and all remuneration due to any such Receiver or Officer under or in connection with this Deed;
- (b) **secondly**, in or towards payment of the Secured Obligations in such order as is required by the Credit Agreement (and, if any of the Secured Obligations are not then payable, by payment into a suspense account until they become payable); and
- (c) **thirdly**, in payment of any surplus to the Chargor or other person entitled to it.

## **10 Appointment and Powers of Receiver**

### **10.1 Appointment**

A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation. The appointment of a Receiver may be made subject to such limitations as are specified by the Agent in the appointment. If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Agent may specify to the contrary in the appointment. Subject to the Insolvency Legislation, the Agent may remove or replace any Receiver.

### **10.2 Powers**

A Receiver will have the powers given to him by the Insolvency Legislation, the powers given to a mortgagee or a receiver by Act, but without the restrictions contained in section 103 of the Act and the power to do, or omit to do, on behalf of a Chargor, anything which that Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and that Chargor were not in insolvency proceedings. Except to the extent provided by law, none of the powers described in this clause 10 will be affected by an Insolvency Event in relation to a Chargor.

### **10.3 Status and remuneration**

- (a) A Receiver will be the agent of the relevant Chargor, which will be solely responsible for his acts and defaults and for the payment of his remuneration.
- (b) The Agent may from time to time determine the remuneration of any Receiver.

### **10.4 Third parties**

A person dealing with the Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and

- (a) they are exercising their powers properly.

## **11 Preservation of Security**

### **11.1 Waiver of defences**

Neither the Security created by this Deed nor the obligations of any Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this clause 11.1, would reduce, release or prejudice that Security or any of those obligations under this Deed (whether or not known to it or the Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Loan Party or other person;
- (b) the release of any other Loan Party or any other person under the terms of any composition or arrangement with any creditor of any Loan Party or any other person;
- (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 Loan Party or any 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 any Loan Party or any other person;
- (e) any amendment (however fundamental) or replacement of a Financing Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Financing Document or any other document or security; or
- (g) any insolvency or similar proceedings.

### **11.2 Immediate recourse**

Each Chargor waives any right it may have of first requiring the Agent to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Deed. This waiver applies irrespective of any law or any provision of a Financing Document to the contrary.

### **11.3 Appropriations**

Until the expiry of the Security Period, the Agent may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Agent in respect of the Secured Obligations, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and no Chargor will be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Obligations.

#### **11.4 Deferral of Chargors' rights**

Until the expiry of the Security Period, and unless the Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Financing Documents:

- (a) to be indemnified by any other Chargor or any other Loan Party;
- (b) to claim any contribution from any other guarantor of any Chargor's or Loan Party's obligations under the Financing Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Agent's rights under the Financing Documents or of any other guarantee or security taken pursuant to, or in connection with, the Financing Documents by the Agent.

#### **12 Duration of Security**

- (a) The obligations of each Chargor under this Deed and the Security created by this Deed will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- (b) If any payment by a Chargor or any other security provider or any release given by the Agent (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of an Insolvency Event or any similar event:
  - (i) the liability of such Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
  - (ii) the Agent will be entitled to recover the value or amount of that security or payment from such Chargor, as if the payment, release, avoidance or reduction had not occurred.
- (c) Section 93 of the Act will not apply to this Deed.

#### **13 Expenses, liability and indemnity**

- (a) Each Chargor will, on demand, pay all legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by a Secured Party or by any Receiver and their respective Officers in connection with this Deed. This includes any costs and expenses relating to the enforcement or preservation of the Security Assets or any of their respective Rights under this Deed and any amendment, waiver, consent or release required in connection with this Deed.
- (b) Neither the Secured Parties nor a Receiver nor any of their Officers will be in any way liable or responsible to a Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Security Assets or this Deed, except to the extent caused by its own gross negligence or wilful misconduct.
- (c) Each Chargor will, on demand, indemnify the Secured Parties, any Receiver and their respective Officers on the terms set out in section 10.3 (*Indemnification*) of the Credit Agreement as though any such Receiver and/or Officers were an Indemnified Person for the purpose of that section.
- (d) The Secured Parties, any Receiver and their respective Officers will be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands,

claims, costs, expenses and liabilities referred to in clause 11 (*Expenses, Indemnity and Liability*).

## **14 Power of Attorney**

- (a) Each Chargor, by way of security, irrevocably appoints each of the Agent and any Receiver severally to be its attorney to do anything:
  - (i) which the Chargor is obliged to do under the Financing Documents; or
  - (ii) which the attorney may require to exercise any of the Rights conferred on it by the this Deed or by law.
- (b) Each Chargor agrees, on the request of the Agent or any Receiver, to ratify and confirm all such action taken.

## **15 Remedies**

- (a) The Rights created by this Deed are in addition to any other Rights of the Secured Parties against the Chargors or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.
- (b) No failure by a Secured Party to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Secured Party preclude its further exercise.
- (c) If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

## **16 Notices**

Any communications to be made under or in connection with this Deed will be made in accordance with section 11 (*Notices*) of the Credit Agreement.

## **17 Payments**

### **17.1 Default interest**

- (a) If a Chargor fails to make a payment to a person under this Deed, it will pay interest to that person on the amount concerned at the Default Rate from the date it should have made the payment until the date of payment (after, as well as before, judgment).
- (b) There shall be no charge of interest under this Deed where interest is charged in respect of such expense or liability pursuant to the terms of the Credit Agreement.

### **17.2 Currency indemnity**

No payment by any Chargor (whether under a court order or otherwise) will discharge the obligations of such Chargor unless and until the Secured Party has received payment in full in the currency in which the obligation is denominated. If, on conversion into that currency, the amount

of the payment falls short of the amount of the obligation concerned, the Secured Party will have a separate cause of action against that Chargor for the shortfall.

### **17.3 Certificates and determinations**

Any certification or determination by the Agent of an amount payable by a Chargor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

## **18 Miscellaneous**

### **18.1 Accession of Affiliates**

- (a) To the extent that any Affiliate of the Company is required by the terms of the Financing Documents to provide Security over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate will on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed will be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company will be created on the date of the Deed of Accession).
- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of Accession without further reference to or the consent of such Chargor and such Chargor will be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

## **19 Governing Law and Jurisdiction**

### **19.1 Governing Law**

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

### **19.2 Jurisdiction**


- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This clause 19.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

**This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.**

**Schedule 1  
The Chargors**

<b>Name of Chargor</b>	<b>Jurisdiction of incorporation</b>	<b>Registration number (if any)</b>
Dalet UK Limited	England and Wales	06518321
Dalet Ooyala UK Limited	England and Wales	03481432

**Schedule 2**  
**Charged Accounts**

Chargor	Account Bank	Sort code	Account Number
Dalet UK Limited	HSBC UK Bank PLC		
Dalet UK Limited	HSBC UK Bank PLC		
Dalet UK Limited	HSBC UK Bank PLC		
Dalet Ooyala UK Limited	HSBC UK Bank PLC		
Dalet Ooyala UK Limited	HSBC UK Bank PLC		
Dalet Ooyala UK Limited	HSBC UK Bank PLC		



### **Schedule 3 Deed of Accession**

**THIS DEED OF ACCESSION** is dated [●] and made

**BETWEEN**

- (1) [●] Limited [registered in England with number [●]] [a corporation organised and existing under the laws of [●] whose principal place of business is at [●]] [of [●]] (the **New Chargor**);
- (2) **Dalet UK Limited** registered in England with number 06518321 for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **Accel-KKR Credit Partners II LP**, as agent and trustee for the Secured Parties (the **Agent**)

**RECITALS**

- (A) The Company and others as Chargors entered into a debenture dated [●] (as supplemented and amended from time to time, the **Debenture**) in favour of the Agent.
- (B) The New Chargor has at the request of the Company and in consideration of the Secured Parties continuing to make credit facilities available to the Borrowers and after giving due consideration to the terms and conditions of the Financing Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

**IT IS AGREED:**

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture will be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the security created consequent on such accession will be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 Subject to clause 9 below, the New Chargor grants to the Agent the assignments, charges, mortgages and other Security described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security will be effective and binding on it and its property and assets and will not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed will be read and construed as one to the extent and so that references in the Debenture to:
  - (a) this Deed and similar phrases will be deemed to include this Deed;

- (b) Schedule 2 (*Charged Accounts*) will be deemed to include a reference to Part I of the Schedule to this Deed;
  - (c) Schedule 4 (*Specified Intellectual Property*) will be deemed to include a reference to Part II of the Schedule to this Deed;
  - (d) Schedule 5 (*Material Land*) will be deemed to include a reference to Part III of the Schedule to this Deed; and
  - (e) Schedule 7 (*Shares*) will be deemed to include a reference to Part IV of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part I of the Schedule to this Deed as Charged Accounts will be designated as Charged Accounts for the purposes of the Debenture.
- 7 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Subject to clause 9 below, without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Obligations, and in the manner specified in clause 3.1 (*Nature of charges*) of the Debenture:
- (a) charges by way of first legal mortgage:
    - (i) all the Material Land (if any) a brief description of which is contained in Schedule 5 (*Material Land*) to the Debenture and/or Part III of the Schedule to this Deed; and
    - (ii) all other Material Land now owned by it,and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).
  - (b) charges by way of first fixed charge all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:
    - (i) the Charged Account(s) specified in Part I of the Schedule to this Deed and all monies standing to the credit of such Charged Account(s) and the debts represented by them;
    - (ii) the Intellectual Property (if any) specified in Part II of the Schedule to this Deed (which will from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture);
    - (iii) Intellectual Property not charged under sub-paragraph (b)(ii) above;
    - (iv) (including those held for it by any nominee) Investments including all of the shares (if any) brief descriptions of which are specified in Part IV of the Schedule to this Deed,and any Rights accruing to, derived from or otherwise connected with them.
- 9 Any undertaking or asset constituting Excluded Property shall be excluded from the Security created by clauses 4 and 8 above or created pursuant to the Debenture, from the other related provisions of the Debenture pertaining specifically to assets of the type as may constitute Excluded Property and from the operation of any further assurance provisions contained in the Financing Documents provided that:

- (a) if and when any undertaking or asset shall cease to be Excluded Property, such property shall, at all times from and after the date thereof, be deemed to constitute a Security Asset pursuant to this Deed and the Debenture and shall become subject to the other related provisions of this Deed and the Debenture and the operation of any further assurance provisions contained in the Financing Documents (unless and to the extent such property thereafter constitutes Excluded Property); and
  - (b) nothing in this Deed or the Debenture shall operate to exclude any Excluded Property from the floating charge created by clause 3.4 (*Floating charge*) of the Debenture.
- 10 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.**

## **SCHEDULE**

### **Part I - Charged Accounts**

*[Insert details of all Charged Accounts of the New Chargor]*

### **Part II – Specified Intellectual Property**

*[Insert details of any registered Intellectual Property owned by the New Chargor]*

### **Part III – Material Land**

*[Insert details of any real property owned by the New Chargor]*

### **Part IV – Shares**

*[Insert details of all shares held by the New Chargor]*

**SIGNATORIES**  
**[to the Deed of Accession]**

**The New Chargor**

Executed as a deed by )  
**[●] LIMITED** )  
acting by a director in the presence of: )

Signature of witness: .....  
Name of witness: .....  
Address: .....  
.....

**The Company**

for itself and as agent for the other  
Chargors party to the Debenture

Executed as a deed by )  
**Dalet UK Limited** )  
acting by a director in the presence of: )

Signature of witness: .....  
Name of witness: .....  
Address: .....  
.....

**The Agent**

**Accel-KKR Credit Partners II LP**

By:

## Schedule 4 Specified Intellectual Property

### Patent Registrations and Applications

Jurisdiction	Owner	Title	Status	Application Date	Application Number	Issue Date	Patent/Registration Number
United States of America	Dalet UK Limited	Conversion of Video Frame Rate	Registered	08/29/14	14/472497	04/05/16	9307186

### Trademark Registrations and Applications

Jurisdiction	Owner	Mark / Logo	Class #	Status	Application Date	Application Number	Registration Date	Registration Number
United States of America	Dalet Ooyala UK Limited	OOYALA FLEX F Logo	42	Registered	16/06/2016	87074588	19/09/2017	5292300
United States of America	Dalet Ooyala UK Limited	OOYALA	9, 35, 38, 41 and 42	Registered	02/11/2012	85770360	30/06/2015	4764908
United States of America	Dalet Ooyala UK Limited	OOYALA	9, 35 and 41	Registered	23/05/2008	77482936	28/07/2009	3659999

Jurisdiction	Owner	Mark / Logo	Class #	Status	Application Date	Application Number	Registration Date	Registration Number
European Union	Dalet Ooyala UK Limited	OOYALA	9, 35 and 41	Registered	21/11/2008	7412695	29/07/2009	7412695
European Union	Dalet Ooyala UK Limited	OOYALA IQ Logo	9, 35, 38, 41 and 42	Registered	07/05/2015	1264666	07/05/2015	1264666
India	Dalet Ooyala UK Limited	OOYALA	9, 35 and 41	Registered	21/11/2008	1756661	20/05/2010	1756661
United Kingdom	Dalet Ooyala UK Limited	OOYALA	9, 35 and 41	Registered	21/11/2008	UK00907412695	29/07/2009	UK00907412695
United Kingdom	Dalet Ooyala UK Limited	OOYALA IQ Logo	9, 35, 38, 41 and 42	Registered	07/05/2015	00801264666	19/07/2016	UK00801264666
Japan	Dalet Ooyala UK Limited	OOYALA	9, 35 and 41	Registered	21/11/2008	2008-94396	24/07/2009	5251656

Jurisdiction	Owner	Mark / Logo	Class #	Status	Application Date	Application Number	Registration Date	Registration Number
Japan	Dalet Ooyala UK Limited	OOYALA IQ Logo	9, 35, 38, 41 and 42	Registered	07/05/2015	1264666	04/11/2016	1264666
Australia	Dalet Ooyala UK Limited	OOYALA IQ Logo	9, 35, 38, 41 and 42	Registered	07/05/2015	1264666	23/08/2017	1264666 / AU number: 1722142
Madrid Protocol	Dalet Ooyala UK Limited	OOYALA IQ Logo	9, 35, 38, 41 and 42	Registered	07/05/2015	1264666	07/05/2015	1264666
European Union	Dalet UK Limited	AMBERFIN	9	Registered	08/01/2008	7118821	6/13/09	7118821
United Kingdom	Dalet UK Limited	AMBERFIN	9	Registered	08/01/2008	UK00907118821	6/13/09	UK00907118821
United Kingdom	Dalet UK Limited	AMBERFIN	9	Registered	02/13/08	2479713	2/13/08	2479713
Madrid Protocol	Dalet UK Limited	AMBERFIN	9	Registered	07/08/2011	1100404	07/08/2011	1100404
Australia	Dalet UK Limited	AMBERFIN	9	Registered	07/08/2011	1100404	9/20/12	1466717

Jurisdiction	Owner	Mark / Logo	Class #	Status	Application Date	Application Number	Registration Date	Registration Number
Japan	Dalet UK Limited	AMBERFIN	9	Registered	07/08/2011	1100404	01/10/2014	1100404
Republic of Korea	Dalet UK Limited	AMBERFIN	9	Registered	07/08/2011	1100404	6/13/13	1100404
United States of America	Dalet UK Limited	AMBERFIN	9	Registered	07/11/2016	79/194414	5/23/17	5206923



**Schedule 5  
Material Land**

None at the date of this Deed.

**Schedule 6**  
**Forms of Notice to Banks and Acknowledgement**

**Part I - Charged Accounts Notice**

**[On Headed Notepaper of relevant Chargor]**

[Date]

[Bank]

[Branch]

Attention: [●]

Dear Sirs,

- 1 We hereby give you notice that by a debenture dated [●], we have charged to Accel-KKR Credit Partners II LP, as agent and trustee for the Secured Parties (including its successors and assigns, the **Agent**) all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

**[Repeat as necessary]**

**(the Charged Account(s)).**

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Agent at 2180 Sand Hill Road, Suite 300, Menlo Park, California 94025, USA , Attention: Samantha L. Shows; Email: [sshows@accel-kkr.com](mailto:sshows@accel-kkr.com).

Yours faithfully

.....  
for and on behalf of  
**[the relevant Chargor]**

**Part II - Charged Accounts Acknowledgement**

**[On the Headed Notepaper of Bank]**

[Date]

Accel-KKR Credit Partners II LP  
2180 Sand Hill Road, Suite 300  
Menlo Park, California 94025  
USA

(including its successors and assigns, the **Agent**)

Attention: Samantha L. Shows

Email: [sshows@accel-kr.com](mailto:sshows@accel-kr.com)

Dear Sirs,

**[Name of Chargor] (Company)**

- 1 We refer to the notice, received today from the Company with respect to the charge which it has granted to you over the Charged Accounts (the **Notice**).
- 2 Terms not defined in this letter will have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to you all of its rights, title, interest and benefit in and to the Charged Accounts.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Charged Accounts we will:
  - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Charged Accounts save for fees and charges payable to us for the operation of the Charged Accounts;
  - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Charged Accounts;
  - (c) on request from you send to you copies with respect to all the Charged Accounts of all statements together with copies of all credits, debits and notices given or made by us in connection with such account;
  - (d) permit or effect any withdrawal or transfer from the Charged Accounts in accordance with the Chargor's mandate with us until we receive notice from you terminating the Chargor's right to operate the Charged Accounts;
  - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Charged Accounts provided that such instructions are given in accordance with the terms of this letter;
  - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Charged Accounts provided that:
    - (i) all instructions are received in writing to us at email [●], attention: [●]; and
    - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the

next Business Day following such receipt. Email instructions will be deemed received at the time of transmission; and

- (iii) to the extent that an instruction is given which would in our opinion cause any Charged Account to become overdrawn we will transfer the cleared balance in the account.

- (g) not be obliged to comply with any instructions received from you where:

- (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
- (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;

and in each case we will give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions; and

- (h) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (g), not be responsible for any loss caused to you or to the Company and in any event we will not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).

5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we will not be liable to you in any respect if the Company operates the Charged Accounts in breach of any agreement entered into by the Chargor with you.

6 We are irrevocably authorised by you to follow any instructions received from you in relation to the Charged Accounts from any person that we reasonably believe is an authorised officer of the Agent, without further inquiry as to the Agent's right or authority to give such instructions and we will be fully protected in acting in accordance with such instructions.

7 This letter is governed by and will be construed in accordance with English law.

Yours faithfully

We hereby acknowledge and accept the terms of this letter

.....  
for and on behalf of  
[Bank]

.....  
for and on behalf of  
Accel-KKR Credit Partners II LP

**Schedule 7  
Shares**

None at the date of this Deed.

SIGNATORIES

The Chargors

Executed as a deed by  
DALET UK LIMITED  
acting by a director in the presence of:

)  
)  
)  
DocuSigned by:  
[Redacted Signature]

Signature of witness:

DocuSigned by:  
[Redacted Signature]

Name of witness:

Diane Farrell

Address:

[Redacted Address]

Executed as a deed by  
DALET OOOYALA UK LIMITED  
acting by a director in the presence of:

)  
)  
)  
DocuSigned by:  
[Redacted Signature]

Signature of witness:

DocuSigned by:  
[Redacted Signature]

Name of witness:

Diane Farrell

Address:

[Redacted Address]

The Agent

ACCEL-KKR CREDIT PARTNERS II LP

By:

Name:

Title:

.....

SIGNATORIES

The Chargors

Executed as a deed by )  
DALET UK LIMITED )  
acting by a director in the presence of: )

Signature of witness: .....

Name of witness: .....

Address: .....  
.....

Executed as a deed by )  
DALET OYALA UK LIMITED )  
acting by a director in the presence of: )

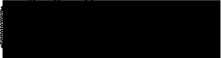
Signature of witness: .....

Name of witness: .....

Address: .....  
.....

The Agent

ACCEL-KKR CREDIT PARTNERS II LP

By: 

Name: Thomas C. Barnds

Title: Managing Partner