



**Registration of a Charge**

Company Name: **PHYSITRACK PLC**

Company Number: **08106661**



Received for filing in Electronic Format on the: **29/07/2022**

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**Details of Charge**

Date of creation: **27/07/2022**

Charge code: **0810 6661 0001**

Persons entitled: **SANTANDER UK PLC**

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: **WE 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: **OSBORNE CLARKE LLP**



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

Company number: 8106661

Charge code: 0810 6661 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2022 and created by PHYSITRACK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th July 2022 .

Given at Companies House, Cardiff on 1st 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**

Dated this 28 July 2022

Signed 

Osborne Clarke LLP  
One London Wall  
London  
EC2Y 5EB

## SECURITY AGREEMENT

BY AND BETWEEN

**PHYSITRACK PLC AND TANILA HOLDING OY**

AS PLEDGORS

AND

**SANTANDER UK PLC**

AS SECURITY AGENT ON BEHALF OF ITSELF AND THE OTHER SECURED PARTIES

**BORENIUS**

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## **SCHEDULES**

<b>Schedule</b>	<b>Description</b>
1	Companies and Shares
2	Form of Notice of Pledge of Shares
3	Form of Power of Attorney (Shares)

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is entered into on 27 July 2022, by and between:

- (1) **Physitrack PLC**, a public limited company incorporated and existing under the laws of England with registration number 08106661, having its registered address at Bastion House, 6th Floor, 140 London Wall, London, England, EC2Y 5DN (the "**UK Pledgor**");
- (2) **Tanila Holding Oy**, a limited liability company incorporated and existing under the laws of Finland with business identity code 2936125-6, having its registered address at c/o Physiotools Kehräsaari 1 B, 33200 Tampere, Finland (the "**Finnish Pledgor**"); and
- (3) **Santander UK plc**, incorporated and existing under the laws of England with registration number 2294747, having its registered address at 2 Triton Square, Regent's Place, London NW1 3AN, in its capacity as the security agent for and on behalf of itself and the other Secured Parties (as defined below)] (the "**Security Agent**").

### BACKGROUND

- (A) Pursuant to a GBP 5,000,000 facility agreement dated 27 July 2022 (as may be amended, amended and restated, supplemented or otherwise modified from time to time) between, among others, Physitrack PLC as borrower and Santander UK plc as lender (the "**Facility Agreement**"), the lender has agreed to make available the aforementioned facility to the borrower.
- (B) In consideration of the Secured Parties entering into the Facility Agreement, the Pledgors (as defined below) have agreed to enter into this Agreement in order to pledge the Security Assets (as defined below) to the Secured Parties (represented by the Security Agent), as first priority security for the timely and complete repayment, discharge and performance of the Secured Liabilities (as defined below), on the terms and conditions set forth herein.
- (C) Each of the Secured Parties (as defined below) has appointed the Security Agent to act as its security agent under and in connection with the Finance Documents (as defined below) and authorised the Security Agent to execute and enforce this Agreement for and on behalf of it. All rights and benefits granted to the Security Agent and any agreement (including, without limitation, this Agreement) made with the Security Agent shall be for the benefit of all the Secured Parties.

**IT IS AGREED** as follows:

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

- 1.1.1 The capitalised terms defined in the Facility Agreement shall have the same meaning in this Agreement save where otherwise defined herein.
- 1.1.2 As used in this Agreement, the following terms shall have the following meanings:

**"Ancillary Rights"** means all rights (including, without limitation, the Voting Rights, but other than the Distribution Rights) conferred by Finnish law upon the holders of shares, such as the right to receive any and all notices convening a general meeting of shareholders of a limited company and the right to attend, address and vote at such meetings (in Finnish: *hallinnoimisoikeudet*).

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are generally open for business in Finland.

**"Companies"** means the companies specified in **Schedule 1** (*Companies and Shares*).

<b>"Distribution Rights"</b>	means the Dividends and any other rights, moneys or property accruing or offered at any time in relation to the Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise (in Finnish: <i>varallisuusoikeudet</i> ).
<b>"Dividends"</b>	means any dividends, interest and other distributions (whether in cash or kind) paid or payable or declared after the date of this Agreement on or in respect of the Shares.
<b>"Event of Default"</b>	has the meaning set forth in the Facility Agreement.
<b>"Finance Documents"</b>	has the meaning set forth in the Facility Agreement.
<b>"Obligors"</b>	has the meaning set forth in the Facility Agreement.
<b>"Parties"</b>	means the Pledgors and the Secured Parties (represented by the Security Agent), as the context may require.
<b>"Pledge"</b>	means the security interest(s) created or purported to be created under this Agreement.
<b>"Pledgors"</b>	means the Finnish Pledgor and the UK Pledgor.
<b>"Related Rights"</b>	means the Ancillary Rights and the Distribution Rights.
<b>"Secured Liabilities"</b>	means all monies and liabilities now or after the date of this Agreement, owing or incurred by a Pledgor to any Secured Party whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction.
<b>"Secured Parties"</b>	means the Security Agent and each of its Affiliates (as defined in the Facility Agreement).
<b>"Security Assets"</b>	means all current and future assets being subject to the Pledge including, without limitation the Shares and the Related Rights pertaining thereto, as well as any other yield and/or proceeds of, the exclusive right to demand and receive all moneys whatsoever payable to or for the relevant Pledgor's benefit under or arising from, and all substitutes and/or surrogates whatsoever from time to time pertaining to, any part of them.
<b>"Security Period"</b>	means the period beginning on the date hereof and ending on the date on which the Security Agent is satisfied that: <ul style="list-style-type: none"> <li>(i) none of the Secured Parties is under any obligation to make advances or provide other financial accommodation to any Obligor under any of the Finance Documents; and</li> <li>(ii) all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.</li> </ul>
<b>"Share Certificates"</b>	means any share certificates representing the Shares.



**"Shares"**

means all the shares owned by each Pledgor in the Companies as at the date hereof with such percentages of ownership as specified in **Schedule 1** (*Companies and Shares*) as well as any future shares and instruments entitling to shares in the Companies at any time subscribed for or acquired or otherwise owned by the relevant Pledgor in addition to or in exchange for or substitution or replacement of all or any of the shares owned by the relevant Pledgor in the Companies on the date hereof, together with all shares, rights, securities or other property received in lieu or pursuant to such share or other instrument owned by such Pledgor.

**"Voting Rights"**

means the voting rights (in Finnish: *äänioikeudet*) pertaining to the Shares.

**1.2 Interpretation**

1.2.1 In this Agreement, unless the context otherwise requires:

- (a) words denoting the singular include the plural and vice versa, words denoting persons include corporations, partnerships and other legal persons, and references to a person include its successors and permitted assigns;
- (b) a reference to a specified Clause or Schedule shall be construed as a reference to that specified Clause or Schedule to this Agreement;
- (c) a reference to any document, agreement or other instrument is a reference to that document, agreement or other instrument as from time to time amended, novated, varied, restated, replaced or supplemented including, without limitation, (i) any increase or reduction in any amount made available thereunder or any alteration of or addition to the purposes for which any such amount, or increased amount, may be used, (ii) introduction of any facility provided in substitution of or in addition to the facility originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder, whether in isolation or in connection with any of the foregoing, and (iv) any combination of any of the foregoing;
- (d) a reference to a provision of law is a reference to that provision as amended or re-enacted from time to time;
- (e) the headings and the table of contents are inserted for convenience of reference only and shall not affect the interpretation of this Agreement; and
- (f) an Event of Default is "**continuing**" if it has not been waived.

**2 PLEDGE OF SECURITY ASSETS AND PERFECTION**

**2.1 Grant of security interest**

2.1.1 Each Pledgor, as continuing first priority security for the timely and complete discharge of the Secured Liabilities, hereby pledges to the Secured Parties (represented by the Security Agent), on the terms and conditions set forth herein, all its rights and interests in and to the Security Assets.

**2.2 Limitation**

2.2.1 Notwithstanding any other provisions of this Agreement, the obligations and liabilities of the Finnish Pledgor under this Agreement shall be subject to and limited if, and only to the extent, required by the application of the mandatory provisions of the Finnish Companies Act (624/2006, as amended) (in Finnish: *osakeyhtiölaki*) (the "**Companies Act**") regulating: (a) unlawful financial assistance, as stipulated in Chapter 13, Section 10 of the Companies Act and (b) unlawful distribution of assets, as stipulated in Chapter 13, Section 1 of the Companies Act.

## 2.3 Further actions

- 2.3.1 For the purpose of perfecting the Pledge, the Pledgors undertake to execute and deliver, or procure the execution and delivery of all such documents, powers of attorney, instruments, applications, notifications and confirmations, and do or procure the doing of all such acts and things as the Security Agent may reasonably require for perfecting the Pledge and to enable the Secured Parties (represented by the Security Agent) to exercise all the rights and powers conferred hereby or by law.

## 2.4 Pledge of Shares

- 2.4.1 For the purpose of perfecting the Pledge over the Shares as a first priority security, each relevant Pledgor shall:

- (a) upon execution of this Agreement deliver to each of the Companies a duly executed notice of pledge in the form of **Schedule 2** (*Form of Notice of Pledge of Shares*) (with a copy to the Security Agent);
- (b) as soon as practicable following and in no event later than five (5) Business Days after the date of this Agreement deliver to the Security Agent confirmations, duly executed by the Companies, of the receipt by the Companies of the respective notices of pledge referred to in paragraph (a) above; and
- (c) as soon as practicable following and in no event later than five (5) Business Days after the date of this Agreement (unless provided earlier), deliver to the Security Agent copies of the shareholder registers (verified by a member of the board of directors of each relevant Company with his/her signature) evidencing that the Pledge of the Shares specified in **Schedule 1** (*Companies and Shares*) is duly registered in the shareholder registers of each Company.

- 2.4.2 Any new shares or instruments entitling to shares issued by the Companies to the relevant Pledgor or acquired or otherwise owned by such Pledgor after the date hereof shall automatically be deemed to be pledged to the Secured Parties (represented by the Security Agent) by this Agreement and constitute Shares for the purposes of this Agreement. The relevant Pledgor shall procure that if the Companies issue any share certificates in respect of such Shares, such share certificates will be immediately delivered to the possession of the Security Agent duly endorsed in blank, and otherwise pursuant to this Clause 2.4 take all the actions required for the due perfection of the Pledge over such Shares agreed hereunder. Each relevant Pledgor shall on each occasion on which any further shares or other securities entitling to shares are to be issued by any of the Companies, instruct such Company to register the Pledge created in respect of such further shares or other securities in all relevant registers of the Company. Each Pledgor shall advise the Security Agent promptly and in reasonable detail if it becomes aware of any proposal for the issuance of any further shares or other securities by any of the Companies.

- 2.4.3 Until the occurrence of an Event of Default and after such is no longer continuing, the Pledgors shall be entitled to exercise or cause to be exercised the Ancillary Rights and, without prejudice to the Pledge, the powers and rights conferred on or exercisable by the bearer or holder thereof attaching to the Shares subject to the restriction that voting rights and other rights shall not be exercised in any manner which is inconsistent with the security intended to be conferred on the Secured Parties (represented by the Security Agent) pursuant to this Agreement or would have an adverse effect on the value of the Security Assets or the Pledge or would otherwise adversely effect the rights and interests of the Secured Parties under this Agreement.

- 2.4.4 Upon the occurrence of an Event of Default and for as long as the same is continuing, each Pledgor shall advise the Security Agent in writing at least ten (10) Business Days prior to any general meeting of any Company of its intention to attend and vote and of how it intends to vote in the matters to be decided by the meeting and the Security Agent shall be entitled, by sending a notice to the relevant Pledgor in writing a minimum of five Business Days prior to the general meeting, to order the relevant Pledgor to vote in the way advised by the Security Agent in such notice or otherwise in writing.

- 2.4.5 Upon the occurrence of an Event of Default and for as long as the same is continuing, the Security Agent may at its discretion (in the name of the relevant Pledgor or otherwise whether before or after any demand for payment hereunder and without any consent or authority on the part of the relevant Pledgor) exercise or cause to be exercised in respect of the Shares any Ancillary Rights and any and all powers and other rights conferred on or exercisable by the bearer or holder thereof as if it were the absolute owner thereof. For this purpose the relevant Pledgor shall on the date hereof unconditionally and irrevocably execute and deliver to the Security Agent a separate power of attorney in the form of **Schedule 3** (*Form of Power of Attorney (Shares)*), providing the Security Agent (acting on behalf of the Secured Parties) the right to use the Ancillary Rights and/or other shareholder rights pertaining to the Shares including, without limitation, the right to convene, participate in and vote at shareholders' meetings of each Company.
- 2.4.6 The Pledgors shall procure that none of the Companies shall declare or pay any Dividends during the Security Period, unless otherwise permitted by the Facility Agreement. After the occurrence of an Event of Default and for as long as the same is continuing, any Dividends payable to a Pledgor shall immediately be paid to the Security Agent and shall be held by the Security Agent as security for the Secured Liabilities, and the term Security Assets when used herein shall be deemed to include any amount so paid to and retained by the Security Agent, and such Dividends shall, where applicable, be applied towards discharge of the Secured Liabilities.

### **3 REPRESENTATIONS AND WARRANTIES OF THE PLEDGORS**

#### **3.1 General**

- 3.1.1 The Pledgors' representations and warranties made under this Clause 3 are in addition to the representations and warranties under the Facility Agreement and other Finance Documents.

#### **3.2 General representations and warranties**

- 3.2.1 Each Pledgor hereby represents and warrants to each of the Secured Parties that:
- (a) it is a limited liability company or a public limited company, as applicable, duly incorporated and validly existing under the laws of its jurisdiction or incorporation and has the power to carry on its business and to own its property and assets;
  - (b) all necessary action has been taken (and not have been revoked) to authorise the execution, delivery and performance of this Agreement and it has the power to enter into, perform and deliver this Agreement;
  - (c) this Agreement does not and will not conflict with the constitutional documents of the Pledgor or any law or regulation or judicial or official order or any material terms of any agreement, document, contract or instrument which is binding upon the Pledgor;
  - (d) no resolution has been passed or other action undertaken or legal proceedings been started or threatened against it for its winding-up or re-organisation or for the commencement of insolvency proceedings, appointment of a receiver, liquidator, trustee, administrator or similar officer in regard of it or any part of its assets or revenues;
  - (e) it has full title and ownership right to the Security Assets and, other than as created under or pursuant to this Agreement, no security interest or other encumbrance is in existence over the Security Assets or any part thereof or interest therein;
  - (f) there are no restrictions preventing the Pledgor from pledging the Security Assets;
  - (g) all the factual information provided to the Secured Parties (represented by the Security Agent) by the Pledgor or otherwise in connection with the negotiation and entering into this Agreement prior to the date hereof was true as of its date and not misleading in any respect;

- (h) this Agreement constitutes legally binding and valid obligations of the Pledgor, enforceable in accordance with its terms; and
- (i) it has acquainted itself with the Finance Documents and other relevant documents and after having taken due regard of the financial standing of the Pledgor, it is in the opinion that the Pledge is within the corporate and commercial benefit of the Pledgor and consistent with the purpose of the Pledgor.

### **3.3 Representations and warranties in respect of the Companies and Shares**

3.3.1 Each Pledgor hereby represents and warrants to the each of the Secured Parties that:

- (a) each Company is a limited liability company duly incorporated and existing under the laws of Finland;
- (b) no resolution has been passed or other action undertaken or legal proceedings been started or threatened against any Company for its winding-up or re-organisation or for the commencement of insolvency proceedings, appointment of a receiver, liquidator, trustee, administrator or similar officer in regard of it or any part of its assets or revenues;
- (c) no dispute or claim by a third person of any nature whatsoever exists with respect to the Shares;
- (d) there are no silent shareholders' agreements or similar arrangements by which any third party is entitled to a participation in the profits or revenue of any Company nor any other agreements concerning the administration or governance of any Company;
- (e) there are no options or other rights or instruments entitling to Shares outstanding nor is there any other agreement by virtue of which any person is entitled to have issued or transferred to it any rights or instruments entitling to shares in the Companies or other interest of whatever nature, in the Companies;
- (f) subject to paragraph (a) of Clause 4.3.1, there are no redemption rights or consent requirements or other provisions in the articles of association of the Companies; and
- (g) the Shares specified in **Schedule 1** (*Companies and Shares*) represent all the relevant shares in the Companies with such percentages of ownership as specified therein as at the date hereof. No Company has issued any share certificates or interim certificates or option certificates in relation to the Shares other than the Share Certificates to be delivered to the Security Agent under Clause 2.4 (*Pledge of Shares*).

## **4 PLEDGORS' UNDERTAKINGS**

### **4.1 General**

4.1.1 The Pledgors' undertakings made under this Clause 4 are in addition to the undertakings under the Facility Agreement and other Finance Documents, and shall remain in force throughout the Security Period.

### **4.2 General undertakings**

#### **4.2.1 No disposal**

4.2.1.1 No Pledgor shall be entitled to sell, transfer, assign or otherwise dispose of the Security Assets or permit the same to occur, except as expressly permitted by the Finance Documents.

#### **4.2.2 No encumbrance**

4.2.2.1 No Pledgor shall create or permit to subsist any pledge, security interest or encumbrance on, over, with respect to or otherwise affecting the whole or any part of the Security Assets or any part thereof, except for the Pledge created pursuant to this Agreement or as expressly permitted by the Finance Documents.

#### 4.2.3 No adverse effect

- 4.2.3.1 No Pledgor shall do or cause or permit to be done anything that will, or could be reasonably likely to, adversely affect the rights of the Secured Parties under this Agreement or which in any way is inconsistent with or depreciates, jeopardises or otherwise prejudices the Pledge.

#### 4.2.4 Obligation to defend the Pledge

- 4.2.4.1 Each Pledgor shall take at its cost any and all action reasonably requested by the Secured Parties (represented by the Security Agent) for the purpose of preserving, protecting and defending the Pledge and the priority thereof against any and all adverse claims or any other rights and preserving, protecting and defending the interests of the Secured Parties with respect to the Security Assets.

#### 4.2.5 Information undertaking

- 4.2.5.1 Each Pledgor shall procure and deliver, from time to time as reasonably requested by the Security Agent and in such form and substance as is satisfactory to the Security Agent such information about the relevant Pledgor and / or the Security Assets as deemed necessary or appropriate by the Security Agent and take such other action and deliver such other documents, instruments and agreements pertaining to the relevant Pledgor as the Security Agent may reasonably request to give effect to the intent of this Agreement.
- 4.2.5.2 Each Pledgor shall promptly upon becoming aware thereof notify the Security Agent in writing of: (i) the initiation of any legal proceedings in respect of the Pledge; (ii) the issuance of any order, the making of any arrangement or the initiation of any procedure affecting the Pledge whether governmental or otherwise; or (iii) the occurrence of any other event with respect to the Pledge that would have an adverse effect on the Pledge or any other rights or interests of the Secured Parties.

#### 4.2.6 Free transferability

- 4.2.6.1 Each Pledgor shall ensure that the Security Assets remain free from any restrictions on transfer throughout the Security Period.

### 4.3 Further undertakings in respect of the Companies and Shares

- 4.3.1 Each relevant Pledgor hereby undertakes that it will, except as expressly permitted in the Finance Documents:
- (a) within five (5) Business Days after the date of this Agreement, deliver to the Security Agent evidence, satisfactory to the Security Agent, of commencement of registration in relation to removal of any redemption rights (in Finnish: *lunastuslauseke*) and consent requirements (in Finnish: *suostumuslauseke*) from the articles of association of each Company;
  - (b) not amend or permit any of the Companies to amend their articles of association, unless such amendment is for the benefit of the Secured Parties or of technical nature;
  - (c) not take, permit or suffer any of the Companies to consolidate with, or to merge into, any other company or any other company to merge with the Companies or to de-merge or to divide the Companies or to involve the Companies in any division of another company, whether a division by acquisition, a division by the formation of new companies or otherwise unless it has received the Security Agent's prior written approval thereto;
  - (d) not, without the prior written consent of the Security Agent, vote for any resolution for the winding-up of any of the Companies, unless the winding-up is required by mandatory legislation, or for any resolution for the commencement of insolvency proceedings, company re-organisation or other similar proceedings with respect to the relevant Company, or use the Voting Rights in a manner inconsistent with the terms of the Finance Documents; and

- (e) not take, permit or suffer any of the Companies to issue new shares or other instruments entitling to Shares or to reduce the share capital of any of the Companies or declare or pay any Dividends.

## **5 ENFORCEMENT OF SECURITY**

### **5.1 Enforcement**

- 5.1.1 Upon the occurrence of an Event of Default and for as long as the same is continuing, the Security Agent (on behalf of the Secured Parties) may to the fullest extent permitted by Finnish law enforce all of the rights created under this Agreement, or any part thereof, as well as any other rights that a pledgee may have under Finnish law and for this purpose enforce the Pledge and sell, transfer, pledge or otherwise dispose of the Security Assets (or any part thereof) for such consideration and on such terms as the Security Agent deems acceptable.
- 5.1.2 Each Pledgor waives any right it may have of first requiring the Secured Parties to proceed against or enforce any other rights or security or claim payment from any person before enforcing the rights under this Agreement.
- 5.1.3 The Security Agent shall apply the proceeds of enforcement in paying the costs of such enforcement and in or towards the satisfaction of the Secured Liabilities in accordance with the Finance Documents. The surplus (if any after full, unconditional and irrevocable discharge of such costs and liabilities) shall be paid to the relevant Pledgor.
- 5.1.4 The rights and remedies herein provided shall not be exclusive of any rights or remedies provided by law, which the Secured Parties may always exercise notwithstanding any provisions herein.
- 5.1.5 If reasonably practicable, the Security Agent shall give a notice to the relevant Pledgor prior to the exercise of any right under this Clause 5.1. However, if the value of the Security Assets (in the reasonable opinion of the Security Agent) is rapidly deteriorating, no notice is required to be given (in each case in the absolute discretion of the Security Agent).

### **5.2 Waiver of statutory restrictions**

- 5.2.1 Each Pledgor hereby, to the fullest extent permitted by Finnish law, waives its rights under the Finnish Act on Guarantees and Third Party Pledges (361/1999, as amended) (in Finnish: *laki takauksesta ja vierasvelkapanttauksesta*), and to the extent that the said act is expressed to be non-mandatory, it does not apply to this Agreement and the rights of pledge created hereunder.
- 5.2.2 Each Pledgor hereby waives its rights under Chapter 10, Section 2 of the Finnish Commercial Code (1734, as amended) (in Finnish: *kauppakaari*) and accordingly, when enforcing the Pledge hereunder, the Security Agent shall be entitled to disregard the provisions set forth in such Section of the act.

## **6 TERMINATION**

### **6.1 Term of the Agreement**

- 6.1.1 This Agreement and all obligations of the Pledgors hereunder shall continue in full force and effect until the expiry of the Security Period.

### **6.2 Release of security and conditional discharge**

- 6.2.1 Upon the date on which all of the Secured Liabilities have been unconditionally and irrevocably discharged in full, the Security Agent shall, at the cost of each relevant Pledgor, do all such things as is reasonably required in order to release the Pledge and transfer any right or interest of the Secured Parties in the Security Assets to the relevant Pledgor.
- 6.2.2 If the Security Agent (acting reasonably) considers that in respect of an amount paid towards satisfaction of the Secured Liabilities there is a risk that such payment will be avoided or otherwise set aside as a result of right of recovery and the Security Agent has delivered a written

notice thereof to the relevant Pledgor, then such amount shall not have been finally paid for the purposes of this Agreement.

### **6.3 Continuation of the Agreement**

- 6.3.1 Subject to Clause 6.1 (Term of the Agreement) and Clause 6.2 (Release of security and conditional discharge) of this Agreement, this Agreement shall remain in full force and effect notwithstanding the termination of the Finance Documents or any amendments or variations from time to time of the Finance Documents and all references herein to the Finance Documents or any of them shall be construed as references to any such Finance Documents as amended from time to time.

## **7 WAIVER OF DEFENCES AND INDEPENDENT SECURITY**

### **7.1 Waiver of defences**

- 7.1.1 The obligations of the Pledgors under this Agreement shall not be affected by any act, omission or circumstance which but for this provision might operate to release or otherwise exonerate a Pledgor from its obligations under this Agreement or prejudice or diminish those obligations in whole or in part, including (whether or not known to it or the any of the Secured Parties):
- (a) any time or waiver granted to, or composition or re-organisation with, a Pledgor or any other person;
  - (b) failure by any Party to exercise, or delay on its part in exercising, any of its rights, powers and remedies provided by this Agreement or by law;
  - (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, a Pledgor, 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 powers, authority or legal personality of or dissolution or change in the members or in the status of a Pledgor or any other person;
  - (e) any variation (however fundamental), renewal or replacement of the Finance Documents or any other present or future document or security, so that references to that Finance Document in this Clause 7 shall include each variation (including any increase of loan amounts) or replacement thereafter from time to time;
  - (f) any unenforceability, illegality, frustration or invalidity of any obligation of any person under the Finance Documents or any other documents or security, to the intent that a Pledgor's obligations under this Agreement shall remain in full force and be construed, as if there were no unenforceability, illegality or invalidity; and
  - (g) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of a Pledgor under the Finance Documents resulting from any re-organisation, composition, insolvency, bankruptcy, liquidation or dissolution proceedings or from any law, regulation or order so that each such obligation shall for the purposes of a Pledgor's obligations under this Agreement be construed as if there were no such circumstance.

### **7.2 Independent security**

- 7.2.1 The Pledge is in addition to any guarantee or other security, present or future, held by the Secured Parties (represented by the Security Agent) in respect of the Secured Liabilities and shall not merge with or prejudice such other guarantee or security or any contractual or legal right of the Secured Parties (represented by the Security Agent).

## **8 POWER OF ATTORNEY**

- 8.1 Each Pledgor hereby unconditionally appoints the Security Agent (acting on behalf of the Secured Parties) to act as its attorney and take any actions and measures in its name and sign any documents on its behalf and do all such things the Security Agent (acting reasonably) deems necessary in order to create, perfect, maintain, preserve, protect or enforce the Pledge and in order to exercise the rights created hereunder. The authorisation set forth in this Clause 8 is irrevocable and shall be valid throughout the Security Period.

## **9 MISCELLANEOUS**

### **9.1 Notices**

- 9.1.1 Without prejudice to any other method of service of notices and communications provided by law, a demand or other notice under this Agreement shall be given to the address or the email address of the Party as set forth below (or such other address or email address as the Party may specify in writing to the other Party with ten (10) Business Days' notice):

If to the Security Agent: Santander UK plc, 100 Ludgate Hill, London EC4M 7RE; to the attention of David Muse;

If to the Pledgors: Tanila Holding Oy and Physitrack Plc, Bastion House, Level 6, 140 London Wall, London EC2Y 5DN; email: hpm@physitrack.com; to the attention of Henrik Molin, Director;

with a copy to CFO: cg@physitrack.com / mp@physitrack.com to the attention of Charlotte Goodwin, CFO.

### **9.2 Assignment or transfer of rights**

- 9.2.1 No Pledgor may assign or transfer any of its rights, benefits or obligations under this Agreement.
- 9.2.2 The Security Agent and the other Secured Parties shall be entitled to assign or transfer all or any of the rights, benefits and obligations under this Agreement in accordance with the provisions of the other Finance Documents.
- 9.2.3 This Agreement shall benefit the Secured Parties and each of their respective successor(s), assignee(s) or transferee(s).

### **9.3 Non-exclusivity**

- 9.3.1 The rights of the Security Agent and the other Secured Parties provided by this Agreement are cumulative and are not, nor are they to be construed as, exclusive of any rights provided by any applicable law or the Finance Documents.

### **9.4 No competition**

- 9.4.1 Any right which a Pledgor may have by way of subrogation, contribution or indemnity in relation to the Secured Liabilities, or otherwise to claim or prove as a creditor of any other pledgor or any other person or its estate in competition with the Secured Parties, shall be exercised by a Pledgor only if and to the extent that the Security Agent so requires and in such manner and upon such terms as the Security Agent may specify and a Pledgor shall hold any moneys, rights or security held or received by it as a result of the exercise of any such rights as custodian for the Secured Parties (represented by the Security Agent) for application in accordance with the terms of this Agreement as if such moneys, rights or security were held or received by the Secured Parties under this Agreement.

### **9.5 Indemnification**

- 9.5.1 Each Pledgor will indemnify each Secured Party in respect of all costs and liabilities and expenses (including legal fees) incurred by the latter in connection with:



- (a) any breach or non-observance by the Pledgor of the terms and conditions of this Agreement;
- (b) the execution or purported execution of any rights, powers or discretion in accordance with this Agreement;
- (c) the creation, maintaining, preserving, protecting, safe-keeping, perfecting and enforcement of the latter's rights under this Agreement; and
- (d) the release of any part of the Security Assets from the Pledge.

## **9.6 Limitation of liability**

- 9.6.1 The Secured Parties shall not be liable for any losses arising in connection with the exercise or purported exercise in good faith of any of the Secured Parties' rights, power and discretion under this Agreement except for any losses arising due to gross negligence or wilful misconduct of the Secured Party.

## **9.7 Set-off**

- 9.7.1 Except as otherwise provided in the other Finance Documents, each Secured Party may set-off any matured obligation owed by a Pledgor under any Finance Documents against any matured obligation owed by the Secured Parties to the Pledgor, regardless of the place of payment, the lending office or the currency of either obligation. Each Pledgor waives any right it may have to set-off obligations owed by it against obligations owed by any Secured Party to the respective Pledgor.

## **9.8 No waiver**

- 9.8.1 No failure by any Secured Party to exercise or delay on its part in exercising, any of its rights, powers or remedies provided by this Agreement or by law shall operate as a waiver thereof, nor shall any single or partial exercise of any of such rights preclude any further or other exercise of the right concerned or the exercise of any other such right.

## **9.9 Governing law**

- 9.9.1 This Agreement shall be governed by and construed in accordance with the laws of Finland.

## **9.10 Jurisdiction**

- 9.10.1 The Parties agree that the courts of Finland, with Helsinki District Court (in Finnish: *Helsingin käräjäoikeus*) as first instance, shall have the exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any dispute, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submit to the jurisdiction of such court.
- 9.10.2 Notwithstanding the above, the Security Agent and the Secured Parties shall have the right to bring proceedings against the Pledgor in any other court of competent jurisdiction and the bringing of proceedings in one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.
- 9.10.3 All disputes, controversies and claims which the parties hereto may have under this Agreement and the Finance Documents shall be consolidated and submitted to in the same proceeding at the demand of the Security Agent, unless the court determines that such consolidation is inappropriate.

## **9.11 Amendments**

- 9.11.1 Any amendments to this Agreement shall be in writing and shall have no effect before signed by the duly authorised representatives of the Parties, subject always to the provisions of the Facility Agreement.

#### **9.12 Provisions severable**

- 9.12.1 If at any time any part of this Agreement is held to be invalid or unenforceable, such determination shall not invalidate any other provision of this Agreement, except as would result in manifest unfairness; however, the Parties shall attempt, through negotiations in good faith, to replace any part of this Agreement held to be invalid or unenforceable. The failure of the Parties to reach an agreement on a replacement provision shall not affect the validity of the remaining part of this Agreement.

#### **10 COUNTERPARTS**

- 10.1 This Agreement shall enter into force when executed (signed) by all Parties.
- 10.2 This Agreement has been executed in two identical counterparts, one for each Party.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the day and year first above written.

*[Remainder of page intentionally left blank]*

**EXECUTED AS A DEED BY  
PHYSITRACK PLC**  
as the UK Pledgor  
acting by two directors

By:  
Name:

Title:

/ *HENRIK MOLIN*  
*DIRECTOR*

**TANILA HOLDING OY**  
as the Finnish Pledgor

By:  
Name:

Title:

/ *HENRIK MOLIN*  
*DIRECTOR*

By:  
Name:

Title:

*CARLA SHEIBAN*  
*Lawyer*  
*Witness*

By:  
Name:

Title:

*CARLA SHEIBAN*  
*Lawyer*  
*Witness*

**SANTANDER UK PLC**

as the Security Agent on its own behalf and  
on behalf of the other Secured Parties

By:  
Name:  
Title:



**SCHEDULE 1**  
**COMPANIES AND SHARES**

<b>Pledgor</b>	<b>Name of Company</b>	<b>Business ID</b>	<b>Amount of Shares</b>	<b>Numbers of Shares</b>	<b>Share or interim certificates</b>	<b>Ownership percentage</b>
Physitrack PLC	Tanila Holding Oy	2936125-6	11,000	1-11,000	No share or interim certificates have been issued.	100
Tanila Holding Oy	Physiotools Oy	0491074-9	2,297	1-2,297	No share or interim certificates have been issued	100

## SCHEDULE 2

### FORM OF NOTICE OF PLEDGE OF SHARES

To: [Name of Company]  
Attention: [Name of person]  
[Address]  
[Address]

[Place], [●] [Month] 202[●]

#### NOTICE OF PLEDGE

Dear Sirs/Madams,

Terms not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

This is to notify you that pursuant to a security agreement dated [●] [Month] 202[●] between [●] as pledgor (the "**Pledgor**") and [●] as security agent (acting on behalf of itself and the other Secured Parties) (the "**Security Agent**") (the "**Security Agreement**"), the Pledgor has pledged to the Secured Parties (represented by the Security Agent) all of the Shares and the Related Rights pertaining thereto.

Under the Security Agreement, the Pledgor has undertaken to procure, and you are hereby instructed to undertake, that on each occasion on which you issue any shares or right or other instruments entitling to shares:

- (a) deliver any share certificates or other relevant documents (such as interim or option certificates) representing such new shares or other securities (if any are issued), directly to the Security Agent duly endorsed in blank, immediately upon the issuance thereof;
- (b) take all the actions required for the due perfection of the pledge over such new shares or other securities in accordance with the Security Agreement;
- (c) note the pledge created under the Security Agreement in respect of such new shares or other securities in all relevant registers of your company; and
- (d) advise the Security Agent promptly and in reasonable detail if you become aware of any proposal for the issuance of any further shares or other securities by your company.

You are hereby instructed that, following a written notice from the Security Agent stating that an Event of Default has occurred, you must pay any Dividends directly to the Security Agent in accordance with its instructions.

You are hereby further instructed that, following a written notice from the Security Agent stating that an Event of Default has occurred, you must advise the Security Agent in writing at least ten (10) Business Days prior to any general meeting of the shareholders of the date and place of

the general meeting and the matters to be decided by the meeting. These instructions are irrevocable and may not be varied except with the prior written consent of the Security Agent.

We kindly ask you to confirm to us and to the Security Agent (i) that you have been notified of the Pledge as set forth above and, (ii) that you accept the terms hereof, (iii) that you, prior to the date hereof, have not been notified of any pledge or other security interest over the Shares, (iv) that you shall record the Pledge in your share register, and (v) that you shall refrain from issuing any duplicate share certificates, by signing the letter below and by returning one copy of this notification letter to each of the Pledgor and the Security Agent at the following addresses:

- (a) to the Pledgor at: [●]; and
- (b) (to the Security Agent at: [●])

Yours faithfully,

**[NAME OF THE PLEDGOR]**

By:  
Name:  
Title:

\_\_\_\_\_

By:  
Name:  
Title:

\_\_\_\_\_

## **SCHEDULE 2**

### **FORM OF NOTICE OF PLEDGE OF SHARES**

#### **CONFIRMATION – NOTICE OF PLEDGE**

We hereby confirm (i) that we are aware of the Pledge as defined above, (ii) that we undertake to abide and agree to be bound by the provisions contained in the above notice of pledge, (iii) that we, prior to the date hereof, have not been notified of any pledge or other security interest over the Shares, which has not been released on or prior to the date hereof, (iv) that we shall record the pledge created hereunder in our share register, and (v) that we shall refrain from issuing any duplicate share certificates.

Date: \_\_\_\_\_ [year]

Place: \_\_\_\_\_

**[NAME OF COMPANY]**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



### SCHEDULE 3

#### FORM OF POWER OF ATTORNEY (SHARES)

##### POWER OF ATTORNEY

This power of attorney is issued pursuant to a security agreement dated at the date hereof between [●] (as the "**Pledgor**") and [●] (as the "**Security Agent**" (acting on behalf of itself and the other Secured Parties) (the "**Security Agreement**").

The Pledgor hereby empowers any person duly appointed by the Security Agent to use the Ancillary Rights (as defined in the Security Agreement) and / or other shareholder rights pertaining to the Shares (as defined in the Security Agreement) including, without limitation to the right to convene, participate and vote at shareholders' meetings of [●] (the "**Company**") as the Pledgor's representative for all the shares in Company owned by the Pledgor, following an occurrence of an Event of Default and for as long as the same is continuing (as defined in the Security Agreement).

This power of attorney is irrevocable.

This power of attorney shall in all respects be governed by and construed in accordance with the laws of Finland.

This power of attorney becomes effective on the date it is signed by the Pledgor.

Date: \_\_\_\_\_ [year]

Place: \_\_\_\_\_

**[NAME OF THE PLEDGOR]**

By:  
Name:  
Title:

\_\_\_\_\_

By:  
Name:  
Title:

\_\_\_\_\_