



**Registration of a Charge**

Company Name: **AD DYNAMO HOLDINGS LIMITED**

Company Number: **08747351**



Received for filing in Electronic Format on the: **17/02/2022**

XAY01SY8

**Details of Charge**

Date of creation: **15/02/2022**

Charge code: **0874 7351 0001**

Persons entitled: **UMB BANK, N.A. AS COLLATERAL AGENT**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **DAVIS POLK & WARDWELL LONDON LLP**



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

Company number: 8747351

Charge code: 0874 7351 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th February 2022 and created by AD DYNAMO HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2022 .

Given at Companies House, Cardiff on 18th February 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**

## EXECUTION VERSION

### AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT, dated as of February 15, 2022 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this “*Agreement*”), among:

- (1) IMS INTERNET MEDIA SERVICES, INC., a Florida corporation (the “*Company*”);
- (2) Each of the SUBSIDIARIES OF THE COMPANY party hereto as grantors (each, a “*Granting Subsidiary*” and together with the Company, each a “*Grantor*” and collectively, the “*Grantors*”);
- (3) UMB BANK, N.A., as collateral agent for and on behalf of the First-Priority Secured Parties (as defined in the Intercreditor Agreement) (in such capacity and together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”); and
- (4) CITIBANK, N.A., as Secured Party (as defined in the Uncommitted Line of Credit Agreement (as defined below)).

### RECITALS

WHEREAS, the Company has entered into a secured uncommitted line of credit agreement dated as of October 28, 2019, as amended and restated on November 19, 2020 with Citibank, N.A., as lender (the “*Uncommitted Line of Credit Lender*”) (as amended, supplemented, amended and restated, Refinanced, or otherwise modified and in effect from time to time, the “*Uncommitted Line of Credit Agreement*”), pursuant to which the Uncommitted Line of Credit Lender undertook to make certain senior secured loans available to the Company from time to time, on an unconditional basis, in an aggregate principal amount of up to US\$40,000,000.00, upon the terms and subject to the conditions set forth therein;

WHEREAS, to secure its obligations under the Uncommitted Line of Credit Agreement, the Grantors entered into that certain Security Agreement, dated as of November 26, 2019, as amended on November 19, 2020, (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “*Original Security Agreement*”) granting a first priority security interest in the Collateral (as defined therein) to the Uncommitted Line of Credit Lender;

WHEREAS, the Company has entered into a senior secured credit agreement, dated as of February 6, 2022 (as amended, supplemented, amended and restated, refinanced, or otherwise modified and in effect from time to time, the “*Credit Agreement*”), with, *inter alios*, Citibank, N.A., as administrative agent (the “*Administrative Agent*”) and the lenders party thereto, pursuant to which such lenders have agreed to make certain senior secured loans available to the Company in an aggregate principal amount of up to US\$50,000,000.00, upon the terms and subject to the conditions set forth therein which shall be secured by the Collateral on a *pari passu* basis with the obligations of the Company under the Uncommitted Line of Credit Agreement;

WHEREAS, contemporaneously herewith, the Grantors, the Administrative Agent, as Credit Agreement Authorized Representative (as defined in the Intercreditor Agreement), the Uncommitted Line of Credit Lender, as Uncommitted Line of Credit Authorized Representative (as defined in the Intercreditor Agreement), and UMB Bank, N.A., as Collateral Agent, are entering into that certain intercreditor agreement, dated on or about the date hereof (as amended, supplemented, amended and restated, refinanced, or otherwise modified and in effect from time to time, the “*Intercreditor Agreement*”), in order to appoint the Collateral Agent as collateral agent for the First-Priority Secured Parties and set forth and define the relationship among the First-Priority Secured Parties regarding their *pari passu* interests in the Collateral; and

WHEREAS, the Grantors desire to amend and restate the Original Security Agreement as set forth herein in order to secure the Company's obligations under both of the Uncommitted Line of Credit Agreement and the Credit Agreement by the Grantors' grant of liens on their respective assets to the Collateral Agent as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

(a) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(b) Capitalized terms used but not otherwise defined herein (including in the preamble and the recitals above) shall have the meanings assigned to such terms in the Intercreditor Agreement, except that terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) For purposes of this Agreement, the following terms shall have the following meanings:

*"Administrative Agent"* has the meaning set forth in the recitals.

*"Collateral"* has the meaning set forth in Section 2(a).

*"Collateral Agent"* has the meaning set forth in the preamble.

*"Credit Agreement"* has the meaning set forth in the recitals.

*"Event of Default"* has the meaning set forth in the Intercreditor Agreement.

*"Excluded Shares"* means all capital stock and other equity interest listed on Schedule 3, whether now owned or hereafter acquired.

*"First-Priority Obligations"* has the meaning set forth in the Intercreditor Agreement.

*"Granting Subsidiaries"* has the meaning set forth in the preamble.

*"Grantors"* has the meaning set forth in the preamble.

*"Indemnified Party"* has the meaning set forth in Section 21(b).

*"Intercreditor Agreement"* has the meaning set forth in the recitals.

*"Original Security Agreement"* has the meaning set forth in the recitals.

*"Pledged Shares"* means (i) the shares of capital stock and other equity interests described on Schedule 2 hereto, as such schedule may be amended, supplemented or modified from time to time, together with all rights, privileges, authority and power of the applicable Grantor and all dividends, interest, distributions, cash, instruments and other property, income,

profits and proceeds from time to time received, receivable or otherwise made upon or distributed in respect of or in exchange for any or all of the Pledged Shares; and (ii) all additional or substitute shares of capital stock or other equity interests of any class from time to time issued to or otherwise acquired by any Grantor in any manner in respect of Pledged Shares, the certificates representing such additional or substitute shares, and all dividends, interest, distributions, cash, instruments and other property, income, profits and proceeds from time to time received, receivable or otherwise made upon or distributed in respect of or in exchange for any or all of such additional or substitute shares. For the avoidance of doubt, the Excluded Shares shall not constitute Pledged Shares.

**“Prior Pledge”** means that certain charge over shares dated as of April 4, 2020 between the Company and Httpool Holdings Limited as novated pursuant to a deed of novation, dated as of December 15, 2020, among the Company, Httpool Holdings Limited and Akuma Ventures Ltd.

**“Proceeds”** means “proceeds” as such term is defined in Section 9-102 of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon or distributions with respect thereto.

**“Subsidiary”** means, (a) when used to determine the relationship of a Person to another Person, a Person of which an aggregate of more than fifty percent (50%) of the capital stock or other equity interest is owned of record or beneficially by such other Person, or by one or more Subsidiaries of such other Person, or by such other Person and one or more Subsidiaries of such other Person, (i) if the holders of such capital stock or equity interest (A) are ordinarily entitled to vote for the election of a majority of the directors (or other individuals performing similar functions) of such Person, or (B) are entitled, as such holders, to vote for the election of a majority of the directors (or individuals performing similar functions) of such Person, or (b) in the case of capital stock which is not issued by a corporation, if such ownership interests constitute a majority voting interest, which for purposes of this Agreement shall mean and include Subsidiaries of the Grantors.

**“UCC”** means the Uniform Commercial Code as in effect from time to time in the State of New York or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

**“Uncommitted Line of Credit Agreement”** has the meaning set forth in the recitals.

**“Uncommitted Line of Credit Lender”** has the meaning set forth in the recitals.

## 2. Grant of Security Interest.

(a) Each Grantor hereby pledges, assigns and grants to the Collateral Agent, for the benefit of the First-Priority Secured Parties, and hereby creates a continuing first priority lien and security interest in favor of the Collateral Agent, for the benefit of the First-Priority Secured Parties, in and to all of its right, title and interest in and to the following property of such Grantor, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the **“Collateral”**):

(i) all fixtures and personal property of every kind and nature including all accounts (including health-care-insurance receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents),

instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), all investment property, commercial tort claims, general intangibles (including all payment intangibles), money, deposit accounts, securities accounts, commodities accounts, all securities, and any other contract rights or rights to the payment of money;

(ii) the Pledged Shares; and

(iii) all Proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing;

*provided* that, notwithstanding the foregoing, the Pledged Shares that comprise 12.25% of the total shares of the capital stock of Httpool Holdings UK Limited shall be subject to a continuing second priority lien and security interest in favor of the Collateral Agent, for the benefit of the First-Priority Secured Parties, subject solely to the Prior Pledge and only for so long as such Prior Pledge remains in effect, and upon the termination of such Prior Pledge, such second priority lien and security interest shall be a first priority lien and security interest.

Notwithstanding anything to the contrary contained in this Agreement or any other First-Priority Credit Document, or otherwise, (a) the term “Collateral” shall exclude any tangible asset of any Grantor financed as a capital lease or by purchase money indebtedness to the extent the terms of such financing prohibit the grant of the form of security interest hereunder provided, any such indebtedness is secured only to such asset acquired; (b) this Agreement shall not constitute an assignment or pledge of, or grant of security interest in or lien on, any Collateral to the extent that such assignment, pledge or grant of security interest or lien with respect to such Collateral is prohibited by, constitutes a breach of, or results in the termination of the terms of any contract, agreement, instrument or indenture relating to such Collateral (other than to the extent that any such prohibition, breach or termination is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); *provided* that, to the extent that the granting of the security interest hereunder would cease being a breach of or causing the termination of such contract, agreement, instrument or indenture, the lien created hereunder shall automatically attach to such Collateral and (c) the security interest provided by the Granting Subsidiaries hereunder shall always be subject to any limitations, restrictions, legal prohibitions (including but not limited to general statutory limitations, financial assistance, corporate benefit, fraudulent preference, “thin capitalization” rules, retention of title claims and similar principles that may limit the legal right of a Granting Subsidiary to provide security or may require that the security be limited by amount or otherwise) which may apply as a matter of law of jurisdiction of incorporation applicable to each Granting Subsidiary (as the case may be) and (d) the term “Collateral” shall exclude the Excluded Shares, whether now owned or hereafter acquired.

3. First-Priority Obligations. The Collateral secures the due and prompt payment and performance in full of the First-Priority Obligations.

4. Perfection of Security Interest and Further Assurances.

(a) Each Grantor shall, from time to time, take all actions as may be necessary or advisable, in each case, or as may be reasonably requested by the Collateral Agent, to perfect

the security interest of the Collateral Agent in the Collateral under English law, New York law, Florida law, Delaware law and/or any other State law, including, without limitation, with respect to all Collateral over which control may be obtained within the meaning of sections 8-106 and 9-106 of the UCC, as applicable, such Grantor shall take all actions as may be necessary or advisable, or as may be reasonably requested from time to time by the Collateral Agent so that control of such Collateral is obtained and at all times held by the Collateral Agent; *provided* that it shall be satisfied to the extent such control is granted or established pursuant to gratuitous bailee or similar provisions in any applicable intercreditor agreement. All of the foregoing shall be at the sole cost and expense of the Grantors.

(b) Each Grantor shall promptly from time to time give, execute, deliver, file, record, authorize or obtain all such financing statements, continuation statements, notices, instruments, documents, agreements or consents or other papers as may be necessary or reasonably requested in writing by the Collateral Agent in accordance with Section 4(a) to create, preserve, perfect, maintain the perfection of or validate the security interest granted pursuant hereto or to enable the Collateral Agent to exercise and enforce its rights hereunder with respect to such security interest. Notwithstanding the foregoing, each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction referred to in Section 4(a) any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor hereunder, without the signature of such Grantor where permitted by law, including the filing of a financing statement describing the Collateral as all assets now owned or hereafter acquired by such Grantor, or words of similar effect. Each Grantor agrees to provide all information required by the Collateral Agent pursuant to this Section 4(b) promptly to the Collateral Agent upon reasonable request.

(c) If any Collateral is at any time in the possession of a bailee, the applicable Grantor shall promptly notify the Collateral Agent thereof in writing and, at the Collateral Agent's request and option, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Collateral Agent, that the bailee holds such Collateral for the benefit of the Collateral Agent and the bailee agrees to comply, without further consent of the applicable Grantor, at any time with instructions of the Collateral Agent as to such Collateral.

(d) Each Grantor agrees that at any time and from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that any First-Priority Secured Party may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the First-Priority Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

(e) The provisions of this Section 4 shall, in respect of each and any Granting Subsidiary, always be subject to any limitations, restrictions, legal prohibitions (including but not limited to general statutory limitations, financial assistance, corporate benefit, fraudulent preference, "thin capitalization" rules, retention of title claims and similar principles that may limit the right of a Granting Subsidiary to provide security or may require that the security be limited by amount or otherwise) which may apply as a matter of law of the jurisdiction of incorporation applicable to each Granting Subsidiary (as the case may be).

For the sake of clarity, the Collateral Agent has the right (but not the obligation) to do any of the foregoing.

5. Representations and Warranties. Each Grantor represents and warrants as follows:

(a) (i) Such Grantor's exact legal name is that indicated on Schedule 1 and on the signature page hereof and (ii) such Grantor is an organization of the type, and is organized in the jurisdiction, set forth on Schedule 1, and Schedule 1 accurately sets forth such Grantor's place of business (or, if more than one, its chief executive office), and its mailing address. No Grantor has (x) except as specified in Schedule 1, changed its location (as defined in Section 9-307 of the UCC), (y) except as specified in Schedule 1 heretofore changed its name, or (z) become a "new debtor" (as defined in Section 9-102(a)(56)) of the UCC) with respect to any Collateral under a currently effective security agreement previously entered into by any other Person, except to the extent constituting a Permitted Lien (as defined in the Credit Agreement).

(b) At the time the Collateral becomes subject to the lien and security interest created by this Agreement, each Grantor will be the sole, direct, legal and beneficial owner thereof, free and clear of any lien, security interest, encumbrance, claim, option or right of others except for the security interest created by this Agreement and other liens permitted under this Agreement or by the First-Priority Credit Documents.

(c) The pledge of the Collateral pursuant to this Agreement creates a valid and perfected first priority security interest in the Collateral subject to and in accordance with Section 4(a), securing the payment and performance when due of the First-Priority Obligations.

(d) Each Grantor has full corporate power and authority to pledge the Collateral pursuant to this Agreement.

(e) This Agreement has been duly authorized, executed and delivered by each Grantor and constitutes a legal, valid and binding obligation of each such Grantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

(f) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other entity is required for the pledge by any Grantor of the Collateral pursuant to this Agreement or for the execution and delivery of this Agreement by any Grantor or the performance by any Grantor of its obligations hereunder.

(g) The execution and delivery of this Agreement by each Grantor and the performance by each Grantor of its obligations hereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ, award or decree of any court, arbitrator, or governmental authority, (domestic or foreign), applicable to such Grantor or any of its property, the organizational or governing documents of such Grantor or any agreement or instrument to which such Grantor is party (including, without limitation, the terms and provisions of any Specified Contract) or by which it or its property is bound, in any material respects.

6. Voting, Distributions and Receivables.



(a) Unless an Event of Default shall have occurred and be continuing, each Grantor may (to the extent such Grantor has such right as a holder of the Collateral consisting of securities, other equity interests or indebtedness owed by any obligor) vote and give consents, ratifications and waivers with respect thereto, for all purposes not inconsistent with or in violation of the terms of any First-Priority Credit Document.

(b) Unless an Event of Default shall have occurred and be continuing, each Grantor may receive and retain all cash distributions with respect to the Collateral consisting of securities, other equity interests or indebtedness owed by any obligor.

(c) If any Event of Default shall have occurred and be continuing, the Collateral Agent may, or at the request and option of the Collateral Agent the applicable Grantor shall, notify account debtors and other Persons obligated on any of the Collateral of the security interest of the Collateral Agent in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Collateral Agent.

7. Covenants. Each Grantor covenants as follows:

(a) Such Grantor will not, without providing at least 30 days' prior written notice to the Collateral Agent, change its legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business. Such Grantor will, prior to any change described in the preceding sentence, take all actions necessary or reasonably requested by the Collateral Agent to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral to the same extent as provided herein.

(b) Such Grantor shall, at its own cost and expense, defend title to the Collateral and the first priority lien and security interest of the Collateral Agent therein against the claim of any Person claiming against or through such Grantor and shall maintain and preserve such perfected first priority security interest for so long as this Agreement shall remain in effect.

(c) Such Grantor will not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever on, any of the Collateral or any interest therein except as Permitted Liens or as permitted under this Agreement or the First-Priority Credit Document or with the prior written consent of the Collateral Agent (acting pursuant to an Act of Majority Creditors).

(d) Such Grantor will keep the Collateral in good order and repair (subject to ordinary wear and tear, and the disposal of Collateral in the ordinary course of business to the extent permitted by the First-Priority Credit Document) and will not use the same in violation of law or any policy of insurance thereon. Such Grantor will permit the Collateral Agent (or its designated agent), to inspect the Collateral at any reasonable time during business hours, wherever located.

(e) Such Grantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement; *provided, however*, that no Grantor shall be required to pay or discharge any such taxes or claims that are being contested in good faith and by proper proceedings and as to which appropriate reserves are being maintained in accordance with Applicable Accounting Rules, except to the extent that any such

contest, if adversely determined, could reasonably be expected to subject the Collateral to forfeiture or loss or otherwise impair the Collateral or the lien and security interest created by this Agreement.

(f) Each Grantor covenants that none of the Pledged Shares are or shall be subject to any transfer restrictions, shareholders' agreement, or other restriction except for such restrictions under applicable securities laws.

8. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time during the continuance of an Event of Default in the Collateral Agent's discretion to take any action and to execute any document, instrument, agreement or certificate which the Collateral Agent may deem necessary or advisable with respect to the Collateral to accomplish the purposes of this Agreement (but the Collateral Agent shall not be obligated to and shall have no liability to such Grantor or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable. Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

9. Grantors Remain Liable. Notwithstanding anything to the contrary contained herein, each Grantor shall remain liable to perform all of its obligations under or with respect to the Collateral and nothing set forth in this Agreement, nor the exercise by the Collateral Agent of any of the rights and remedies hereunder, shall relieve any Grantor from the performance of any obligation on such Grantor's part to be performed or observed in respect of any of the Collateral. The Collateral Agent shall not have any obligations or liabilities under or with respect to any assets constituting Collateral by reason of or arising out of this Agreement. If any Grantor fails to perform any obligation contained in this Agreement, the Collateral Agent may itself perform, or cause performance of, such obligation, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by the Grantors; *provided* that the Collateral Agent shall not be required to perform or discharge any obligation of any Grantor. The acceptance by the Collateral Agent of this Agreement, with all the rights, powers, privileges and authority so created, shall not at any time or in any event obligate the Collateral Agent to appear in or defend any action or proceeding relating to the Collateral to which it is not a party, or to take any action (other than its express duties hereunder) hereunder or thereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Collateral.

10. Collateral Agent. The powers conferred on the Collateral Agent hereunder are solely to protect its interest and the interests of the other First-Priority Secured Parties in the Collateral and shall not impose any duty on the Collateral Agent or any of its designated agents to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for monies actually received by it hereunder, the Collateral Agent shall have no duty with respect to any Collateral and no implied duties or obligations shall be read into this Agreement against the Collateral Agent. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. The Collateral Agent shall have no responsibility for (i) ascertaining or taking action with respect to any claims, the nature or sufficiency of any payment or performance by any party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters, or (ii) taking any action to protect against any diminution in value of the Collateral. Without limiting the foregoing, the Collateral Agent shall not be responsible for (1) perfecting, maintaining, monitoring, preserving or protecting the security interest or lien granted under any First-Priority Collateral Document, (2) the filing, re-filing, recording, re-recording or continuing of any document, financing statement, mortgage, assignment, notice, instrument of further

assurance or other instrument in any public office at any time or times, or (3) providing, maintaining, monitoring or preserving insurance on or the payment of taxes with respect to any property subject to any of the First-Priority Collateral Documents.

11. Remedies Upon Default.

(a) If any Event of Default shall have occurred and be continuing, the Collateral Agent may, without any other notice to or demand upon the Grantors, assert all rights and remedies of a Collateral Agent under the UCC or other applicable law and/or as otherwise available to it under this Agreement, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral or take any other action in respect thereof, retain and apply distributions, send notices and withdraw all moneys, instruments, securities and other property in any bank. If notice prior to disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the applicable Grantor at its notice address as provided in Section 15 hereof ten (10) days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Collateral Agent (acting pursuant to an Act of Majority Creditors) may sell such Collateral on such terms and to such purchaser(s) as the directed pursuant to an Act of Majority Creditors, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Collateral Agent arising out of the exercise by it of any rights hereunder. Each Grantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after a sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the First-Priority Obligations or otherwise. At any such sale, unless prohibited by applicable law, any First-Priority Secured Party or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither the Collateral Agent nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by utilizing internet sites that provide for the auction of assets of the type included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. The Collateral Agent shall not be obligated to clean-up or otherwise prepare the Collateral for sale. The Collateral Agent will use its commercially reasonable best efforts to notify the applicable Grantor of the exercise of its rights hereunder; *provided* that, the failure to deliver such notice (to the extent not required by applicable law) shall in no way effect the Collateral Agent's rights hereunder.

(b) If and for so long as any Event of Default shall have occurred and be continuing, all rights of each Grantor to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise in the Collateral pursuant to Section 6(a) and (ii) receive the distributions which it would otherwise be entitled to receive and retain pursuant to Section 6(b), shall immediately cease, and all such rights in the Collateral shall thereupon become vested in the Collateral Agent, which shall have the sole right to exercise such voting and other consensual rights and receive and hold such distributions as Collateral. Any distributions made during the continuance of an Event of Default shall immediately be remitted to the Collateral

Agent to be held as additional Collateral for the First-Priority Obligations or for application thereto and, until so remitted, shall be received and held by the Grantors in trust and as agent for the Collateral Agent.

(c) If any Event of Default shall have occurred and be continuing, any cash held by the Collateral Agent as Collateral and all cash Proceeds received by the Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied by the Collateral Agent in accordance with Section 2.01 of the Intercreditor Agreement. Each Grantor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the First-Priority Obligations and the reasonable fees and other charges of any attorneys employed by the Collateral Agent to collect such deficiency.

(d) Each Grantor will, at its own expense, do or cause to be done all such acts and things as may be necessary to make any sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

12. No Waiver and Cumulative Remedies. No failure on the part of any First-Priority Secured Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement or any other First-Lien Credit Document shall operate as a waiver of such right, remedy, power or privilege, and no single or partial exercise of any right, power or privilege under this Agreement or any other First-Lien Credit Document shall preclude any other or further exercise of such right, remedy, power or privilege, or the exercise of any other right, power or privilege. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

13. Security Interest Absolute. Each Grantor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description in connection with this Agreement and the other First-Priority Credit Documents. All rights of the Collateral Agent and liens and security interests hereunder, and all First-Priority Obligations, shall be absolute and unconditional irrespective of:

(a) any illegality or lack of validity or enforceability of any First-Priority Obligation or any related agreement or instrument;

(b) any change in the time, place or manner of payment of, or in any other term of, the First-Priority Obligations, or any rescission, waiver, amendment or other modification of any First-Priority Credit Document, this Agreement or any other agreement, including any increase in the First-Priority Obligations resulting from any extension of additional credit or otherwise;

(c) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the First-Priority Obligations;

(d) any manner of sale, disposition or application of proceeds of any Collateral;

(e) any default, failure or delay, willful or otherwise, in the performance of the First-Priority Obligations;

(f) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, any Grantor against the Collateral Agent; or

(g) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Advances or any existence of or reliance on any representation by the Collateral Agent that might vary the risk of any Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, any Grantor or any other grantor, guarantor or surety.

14. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by any Grantor therefrom shall be effective unless the same shall be in writing and signed by the Collateral Agent and each Grantor in accordance with the terms of the Intercreditor Agreement, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

15. Addresses For Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Intercreditor Agreement, and addressed to the respective parties at their addresses as specified in the Intercreditor Agreement or as to either party at such other address as shall be designated by such party in a written notice to each other party.

16. Continuing Security Interest; Further Actions. This Agreement shall create a continuing first priority lien and security interest in the Collateral and shall (a) subject to Section 17, remain in full force and effect until payment and performance in full of the First-Priority Obligations, (b) be binding upon each Grantor and their respective successors and assigns, and (c) inure to the benefit of the Collateral Agent and its successors, transferees and assigns; *provided* that no Grantor may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent (acting pursuant to an Act of Majority Creditors).

17. Termination. On the date on which the Collateral Agent receives written notice that all First-Priority Obligations have been Discharged in accordance with Section 4.05 of the Intercreditor Agreement, this Agreement and the security interest granted hereby shall automatically terminate and all rights to the Collateral shall revert to the appropriate Grantor. Upon any such termination, the Collateral Agent will, at the request and sole expense of the Grantors, (i) duly assign, transfer and deliver to or at the direction of the Grantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Collateral Agent, together with any monies at the time held by the Collateral Agent hereunder, and (ii) execute and deliver to the Grantor an instrument or instruments as shall be reasonably requested in writing acknowledging the satisfaction and termination of this Agreement.

18. Governing Law; Submission to Jurisdiction.

(a) This Agreement and any right, remedy, obligation, claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, or arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law principles that would lead to the application of laws other than the law of the State of New York. The provisions of Sections

4.09, 4.10 and 4.11 of the Intercreditor Agreement are incorporated herein, mutatis mutandis, as if a part hereof.

(b) Each Grantor hereby irrevocably appoints CT Corporation System (the “*Process Agent*”), with an office on the date hereof at 28 Liberty Street, New York, New York 10005, United States, as its agent to receive on behalf of such Grantor and its property, service of copies of the summons and complaint and any other process which may be served in any action, litigation or proceeding in any way relating to this Agreement. Such service may be made by mailing or delivering a copy of such process to such Grantor in care of the Process Agent at the Process Agent’s above address, and each Grantor hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. If the Process Agent shall cease to serve as agent for any Grantor to receive service of process hereunder, such Grantor shall promptly appoint a successor agent satisfactory to the First-Priority Secured Parties. As an alternative method of service, each Grantor also irrevocably and unconditionally consents to the service of any process, summons, notice or document in any such action, litigation or proceeding by registered mail addressed to such Grantor at its address specified in Schedule 1 hereto.

19. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement and the other First-Priority Credit Documents constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto.

20. Conflicts; Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy of the parties hereunder, including without limitation the right to exercise any right or remedy of the Collateral Agent hereunder upon the occurrence and during the continuation of an Event of Default or otherwise, the application by the Collateral Agent of proceeds of any collection or sale of Collateral hereunder and all other security interests granted hereby, in each case, are subject to the provisions of the Intercreditor Agreement. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

21. Fees and Expenses; Indemnification.

(a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 3.07 of the Intercreditor Agreement and the other First-Priority Credit Documents.

(b) Without limitation of its indemnification obligations under the Intercreditor Agreement and the other First-Priority Credit Documents, each of the Grantors agrees, jointly and severally, to indemnify the Collateral Agent, its affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of the Collateral Agent and of the Collateral Agent’s affiliates (each, an “*Indemnified Party*”) against, and hold each Indemnified Party harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnified Party, incurred by or asserted against any Indemnified Party by any third party or by the Grantors arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or

proceeding relating to any of the foregoing agreement or instrument contemplated hereby, or to the Collateral, whether or not any Indemnified Party is a party thereto; *provided* that such indemnity shall not, as to any Indemnified Party, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnified Party.

(c) Any such amounts payable as provided hereunder shall be additional First-Priority Obligations secured hereby and by the other First-Priority Collateral Documents. The provisions of this Section 21(c) shall remain operative and in full force and effect regardless of the termination of this Agreement, the Intercreditor Agreement or any other First-Priority Credit Document, the consummation of the transactions contemplated hereby, the repayment of any of the First-Priority Obligations, the invalidity or unenforceability of any term or provision of this Agreement, the Intercreditor Agreement or any other First-Priority Credit Document or any investigation made by or on behalf of any First-Priority Secured Party. All amounts due under this Section 21 shall be payable in accordance with the expense reimbursement terms of the Intercreditor Agreement and the First-Priority Credit Documents.

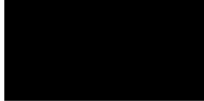
(d) UMB Bank, N.A. has been appointed Collateral Agent for the First-Priority Secured Parties hereunder pursuant to Article III of the Intercreditor Agreement. It is expressly understood and agreed by the parties to this Agreement that any authority conferred upon the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the First-Priority Secured Parties to the Collateral Agent pursuant to the Intercreditor Agreement, and that the Collateral Agent has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in the Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to Section 3.09 of the Intercreditor Agreement shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder. In connection with this Agreement, the Collateral Agent shall be afforded all of the rights, protections, immunities and indemnities provided to it in the Intercreditor Agreement and the other First-Priority Credit Documents as if such rights, protections, immunities and indemnities were incorporated in full herein, *mutatis mutandis*.

(e) Without limiting the applicability of Section 21(c) hereof, and notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement to any action by consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Collateral Agent or to the exercise or non-exercise of any option, voting right, election, decision, opinion, acceptance, use of judgment, expression of satisfaction, reasonable satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Collateral Agent, it is understood that in all cases the Collateral Agent shall be fully justified in failing or refusing to take any such action under this Agreement if it shall not have received such written instruction, advice or concurrence in accordance with the terms of the Intercreditor Agreement, as the Collateral Agent deems appropriate. This provision is intended solely for the benefit of the Collateral Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto. Notwithstanding anything herein the contrary, nothing in this Agreement shall obligate the Collateral Agent to take any action outside the United States with respect to the Collateral.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**IMS INTERNET MEDIA SERVICES, INC.,** as  
Grantor

By  \_\_\_\_\_

Name: Ignacio Vidaguren

Title: CEO

*[Signature Page to Security Agreement]*



**IMM INTERNET MEDIA MÉXICO, S. DE  
R.L. DE C.V.**, a Mexican limited liability  
company, as Granting Subsidiary

By  \_\_\_\_\_

Name: Christian Gastón Taratuta

Title: **President**

*[Signature Page to Security Agreement]*

**IMS CHILE SpA**, a Chilean corporation, as  
Granting Subsidiary

By 

Name: Christian Gastón Taratuta

Title: Administrator

*[Signature Page to Security Agreement]*

**IMS MEDIA, LLC**, a Delaware limited liability company, as Granting Subsidiary

By \_\_\_\_\_

Name: Steven P. Oppenheim

Title: Manager

*[Signature Page to Security Agreement]*

**IMS INTERNET MEDIA SERVICES**  
**PANAMA, S. DE R.L.**, a Panamanian limited  
liability company, as Granting Subsidiary

By  \_\_\_\_\_

Name: Steven P. Oppenheim

Title: Administrator

*[Signature Page to Security Agreement]*

**IMS-INTERNET MEDIA SERVICES  
ECUADOR S.A.**, an Ecuadorian corporation, as  
Granting Subsidiary

By  \_\_\_\_\_

Name: Bruno Libonatti

Title: President

*[Signature Page to Security Agreement]*

**RADOBEL S.A.**, a Uruguayan corporation, as  
Granting Subsidiary

By  \_\_\_\_\_

Name: Ariel Oszlak

Title: Director

By  \_\_\_\_\_

Name: Bruno Libonatti

Title: Director

**INTERNET MEDIA SERVICES  
COLOMBIA S.A.S.**, a Colombian corporation,  
as Granting Subsidiary

By  \_\_\_\_\_

Name: César Caballero

Title: Manager

*[Signature Page to Security Agreement]*

**10' MÍDIA PUBLICIDADE E  
PROPAGANDA LTDA.**, a Brazilian limited  
liability company, as Granting Subsidiary

By \_\_\_\_\_

Name: Vera Lucia Duarte

Title: Administrator

*[Signature Page to Security Agreement]*



**IMS-BRASIL SERVIÇOS DE  
PUBLICIDADE LTDA.**, a Brazilian limited  
liability company, as Granting Subsidiary

By  \_\_\_\_\_

Name: Vera Lucia Duarte

Title: Administrator

*[Signature Page to Security Agreement]*

**INTERNET MEDIA SERVICES PERU**  
**S.R.L.**, a Peruvian limited liability company, as  
Granting Subsidiary

By \_\_\_\_\_

Name: Christian Gastón Taratuta

Title: General Manager

*[Signature Page to Security Agreement]*

**IMS ARGENTINA S.R.L.**, an Argentinian  
limited liability company, as Granting  
Subsidiary

By  \_\_\_\_\_

Name: Ariel Oszlak

Title: **Manager**

*[Signature Page to Security Agreement]*

**NEOKEI S.A.**, a Uruguayan company, as  
Granting Subsidiary

By  \_\_\_\_\_

Name: Ariel Oszlak

Title: **President**

**SOCIAL MEDIA, S.A.**, a Panamanian  
company, as Granting Subsidiary

By  \_\_\_\_\_

Name: Steven P. Oppenheim

Title: **Secretary**

*[Signature Page to Security Agreement]*

**SOCIALMEDIA, S.A.**, an Argentinian  
company, as Granting Subsidiary

By  \_\_\_\_\_

Name: Ariel Oszlak

Title: **President**

**SNACK MEDIA, S.A. DE C.V.**, a Mexican  
company, as Granting Subsidiary

By  \_\_\_\_\_

Name: Christian Gastón Taratuta

Title: President

**SOCIAL SNACK S.L.**, a Spanish limited liability company, as Granting Subsidiary

By  \_\_\_\_\_

Name: **Juan Pablo Sueiro**

Title: **Administrator**

*[Signature Page to Security Agreement]*



**INTERNET MEDIA SERVICES EUROPE,  
S.L.**, a Spanish limited liability company, as  
Granting Subsidiary

By  \_\_\_\_\_

Name: Bruno Libonatti

Title: **Administrator**

**AD DYNAMO INTERNATIONAL (PTY)  
LIMITED**, a South African limited company, as  
Granting Subsidiary


By  \_\_\_\_\_

Name: Bruno Libonatti

Title: Director

*[Signature Page to Security Agreement]*

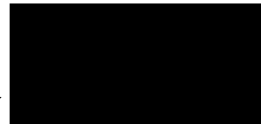
**AD DYNAMO HOLDINGS LIMITED**, a UK  
limited company, as Granting Subsidiary

By  \_\_\_\_\_  
Name: Bruno Libonatti  
Title: Director

*[Signature Page to Security Agreement]*

**BANGERS AND MASH (PTY) LIMITED**, a  
South African limited company, as Granting  
Subsidiary

By



Name: Bruno Libonatti

Title: Director

*[Signature Page to Security Agreement]*

**AD DYNAMO KENYA LIMITED**, a Kenyan  
limited company, as Granting Subsidiary

By  \_\_\_\_\_

Name: **Bruno Libonatti**

Title: **Representative**

**AD DYNAMO UK LIMITED**, a UK limited  
company, as Granting Subsidiary

By  \_\_\_\_\_

Name: Bruno Libonatti

Title: Director

**AD DYNAMO IRELAND LIMITED**, an Irish  
limited company, as Granting Subsidiary

By\_



Name: **Bruno Libonatti**

Title: **Director**

*[Signature Page to Security Agreement]*

**HTTPOOL HOLDINGS UK LIMITED,**

a UK limited liability company, as Granting  
Subsidiary

By:

A black rectangular box redacting the signature.

Name: Timotej Gala

Title: Authorized Signatory

*[Signature Page to Security Agreement]*



**HTTPOOL INTERNET MARKETING  
D.O.O.**, a Slovenian limited liability  
company, as Granting Subsidiary

By: 

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Name: Timotej Gala

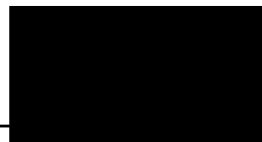
Title: Director

*[Signature Page to Security Agreement]*

**HTTPOOL BANGLADESH LIMITED,**

a Bangladeshi private company, limited by  
shares, as Granting Subsidiary

By:

A solid black rectangular box used to redact the signature of the person signing the document.

Name: Timotej Gala

Title: Director

*[Signature Page to Security Agreement]*

**HTTPOOL HUNGARY KFT,**

a Hungarian limited liability company, as  
Granting Subsidiary

By:

A solid black rectangular box used to redact the signature of the representative.

Name: Timotej Gala

Title: Director

*[Signature Page to Security Agreement]*

**HTTPOOL ONLINE AND MOBILE  
ADVERTISING SRL**

a Romanian limited liability company, as  
Granting Subsidiary

By:



---

Name: Timotej Gala

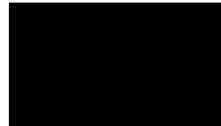
Title: Authorized Signatory

*[Signature Page to Security Agreement]*

**HTTPOOL ONLINE MARKETING  
GMBH,**

an Austrian limited liability company, as  
Granting Subsidiary

By:



---

Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL BULGARIA EOOD,**

a Bulgarian limited liability company, as  
Granting Subsidiary

By:

A solid black rectangular box used to redact the signature of the authorized signatory.

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Name: Timotej Gala

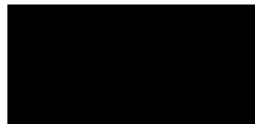
Title: Authorized Signatory

*[Signature Page to Security Agreement]*

**HTTPOOL (CAMBODIA) CO., LTD,**

a Cambodian private limited company, as  
Granting Subsidiary

By:



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Name: Timotej Gala

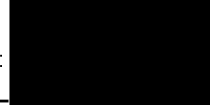
Title: Authorized Signatory

*[Signature Page to Security Agreement]*

**PT HTTPOL DIGITAL INDONESIA,**

an Indonesian limited liability company, as  
Granting Subsidiary

By:

A black rectangular box redacting the signature of the authorized signatory.

---

Name: Timotej Gala

Title: Authorized Signatory

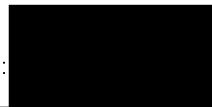
*[Signature Page to Security Agreement]*



**HTTPOOL LAO SOLE CO., LTD.**

a Laotian sole company limited, as Granting  
Subsidiary

By:



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Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL MYANMAR LIMITED**

a Myanmar limited liability company, as  
Granting Subsidiary

By:



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Name: Timotej Gala

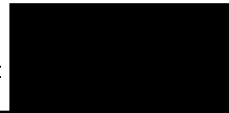
Title: Authorized Signatory

*[Signature Page to Security Agreement]*

**HTTPOOL DIGITAL PTE. LTD.**

a Singaporean private company limited by  
shares, as Granting Subsidiary

By:



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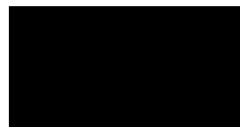
Name: Timotej Gala

Title: Authorized Signatory

**NOOVO INTERNET D.O.O.**

a Croatian limited liability company, as  
Granting Subsidiary

By:



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Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL A.S.**

a Czech limited liability company,  
as Granting Subsidiary

By:

A black rectangular box redacting the signature.

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Name: Timotej Gala

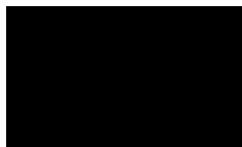
Title: Authorized Signatory

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**HTTPOOL BALTICS OU**

an Estonian Private Limited Company, as  
Granting Subsidiary

By:



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Name: Timotej Gala

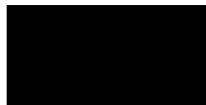
Title: Authorized Signatory

*[Signature Page to Security Agreement]*

**HTTPOOL OY**

a Finnish limited liability company,  
as Granting Subsidiary

By:

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Name: Timotej Gala

Title: Authorized Signatory

*[Signature Page to Security Agreement]*

**HTTPOOL LATVIA SIA**

a Latvian limited liability company, as  
Granting Subsidiary

By: \_\_\_\_\_

Name: Timotej Gala

Title: Authorized Signatory

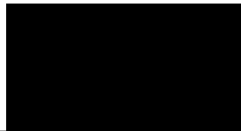
*[Signature Page to Security Agreement]*



**HTTPOOL LITHUANIA UAB**

a Lithuanian limited liability company, as  
Granting Subsidiary

By:



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Name: Timotej Gala

Title: Authorized Signatory

*[Signature Page to Security Agreement]*

**HTTPOOL HELLAS**

a Greek limited liability company, as Granting  
Subsidiary

By:



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Name: Timotej Gala

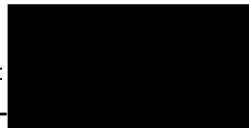
Title: Authorized Signatory

*[Signature Page to Security Agreement]*

**HTTPOOL ASIA LIMITED**

a Hong Kong limited liability company, as  
Granting Subsidiary

By:



Name: Timotej Gala

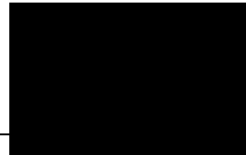
Title: Authorized Signatory

*[Signature Page to Security Agreement]*

**HTTPOOL DIGITAL PRIVATE  
LIMITED**

an Indian company limited by shares, as  
Granting Subsidiary

By:



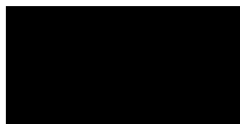
Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL DOOEL**

a Macedonian limited liability  
company, as Granting Subsidiary

By:



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Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL DIGITAL MALAYSIA  
SDN BHD**

a Malaysian company limited by  
shares, as Granting Subsidiary

By: 

---

Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL POLSKA SP. Z.O.O.**

a Polish limited liability company, as  
Granting Subsidiary

By:



---

Name: Timotej Gala

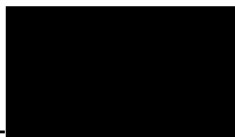
Title: Authorized Signatory

*[Signature Page to Security Agreement]*

**HTTPOOL LLC**

a Russian limited liability company,  
as Granting Subsidiary

By:

A black rectangular box redacting the signature of the authorized signatory.

Name: Timotej Gala

Title: Authorized Signatory

*[Signature Page to Security Agreement]*



**HTTPOOL BY LLC**

a Belorussian limited **liability**  
company, as Granting Subsidiary

By: \_\_\_\_\_

Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL KAZAKHSTAN LLC**

a Kazakhstani limited liability  
company, as Granting Subsidiary

By: \_\_\_\_\_

Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL D.O.O. BEOGRAD  
(VRAČAR)**

a Serbian limited liability company, as  
Granting Subsidiary

By:  \_\_\_\_\_

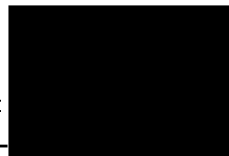
Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL DENMARK APS**

a Danish limited liability company,  
as Granting Subsidiary

By:



---

Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL NORWAY AS**

a Norwegian limited liability  
company, as Granting Subsidiary

By: \_\_\_\_\_

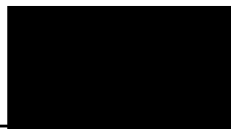
Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL DIGITAL MARKETING FZE**

a UAE free zone establishment, as Granting  
Subsidiary

By:



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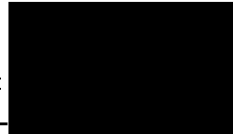
Name: Timotej Gala

Title: Authorized Signatory

**HTTPOOL UKRAINE LLC,**

a Ukrainian limited liability company, as  
Granting Subsidiary

By:

A black rectangular box redacting the signature of the authorized signatory.

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Name: Timotej Gala

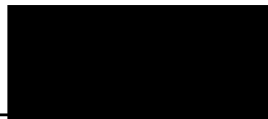
Title: Authorized Signatory

*[Signature Page to Security Agreement]*

**HTTPOOL SH.P.K.**

a Kosovan limited liability company, as  
Granting Subsidiary

By:

A black rectangular box redacting the signature.

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Name: Timotej Gala

Title: Authorized Signatory

*[Signature Page to Security Agreement]*



**UMB BANK, N.A., as Collateral Agent**

By 

Name: **David Massa**  
Title: **Senior Vice President**

*[Signature Page to Security Agreement]*

**CITIBANK, N.A., as Secured Party**

By   
Name: \_\_\_\_\_  
Title: Siddharth Bansal  
Vice President

# SCHEDULE 1

## GRANTOR INFORMATION

LEGAL NAME	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	PLACE OF BUSINESS / CHIEF EXECUTIVE OFFICE	ORGANIZATION ID NUMBER
IMS INTERNET MEDIA SERVICES, INC.	Corporation	Florida	1441 Brickell Avenue Suite 1530 Miami, FL 33131	State of Florida Division of Corporations Registration # P05000006068; EIN 20-2188992
IMM INTERNET MEDIA MÉXICO, S. DE R.L. DE C.V.	Limited Liability Company	Mexico	Bosque de Radiatas 44, Piso 1, Colonia Bosque de las Lomas, C.P. 05120, Mexico City, Mexico	IIM100219CQ9
IMS CHILE SpA	Corporation	Chile	Avenida Santa Maria No. 2670, Piso 3, Oficina 306, Comuna de Providencia, Santiago, Chile	76.108.186-1
IMS MEDIA, LLC	Limited Liability Company	Delaware	1441 Brickell Avenue Suite 1530 Miami, FL 33131	File # 5747088 EIN: 47-4535022
IMS INTERNET MEDIA SERVICES PANAMA, S. DE R.L.	Limited Liability Company	Panama	Calle Punta Darien, Punta Pacifica, Edificio Torre de las Americas, Torre C, Piso 25, Panama, Panama	1581400-1-1314 (DV) 31
IMS-INTERNET MEDIA SERVICES ECUADOR S.A.	Corporation	Ecuador	Avenida Portugal E10-77 y Republica del Salvador, Edificio Ambar, Piso 5, Oficina 503, Quito, Ecuador	1792614562001

LEGAL NAME	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	PLACE OF BUSINESS / CHIEF EXECUTIVE OFFICE	ORGANIZATION ID NUMBER
RADOBEL S.A.	Corporation	Uruguay	Boulevard 26 de marzo 3438, Piso 3, Oficina 301, entre Julio Cesar y Marco Bruto, C.P. 11300, Montevideo, Uruguay	215436360013
INTERNET MEDIA SERVICES COLOMBIA S.A.S.	Corporation	Colombia	Calle 99 #14-49, Oficina 201, Torre AR, Bogota, Colombia	900.559.638-3
10' MÍDIA PUBLICIDADE E PROPAGANDA LTDA.	Limited Liability Company	Brazil	Av. Magalhães de Castro, 4.800, 14º andar - Park Tower, Cidade Jardim Corporate Center, CEP 05502-001, São Paulo, Brazil	08.018.597/0001-03
IMS-BRASIL SERVIÇOS DE PUBLICIDADE LTDA.	Limited Liability Company	Brazil	Rua Prof. Atilio Innocenti 165, 3 Andar, Sala 03128, CEP 04538-000, São Paulo, Brazil	17.341.891/0001-42
INTERNET MEDIA SERVICES PERU S.R.L.	Limited Liability Company	Peru	Avenida Santo Toribio 143, Piso 5, Oficina 502, San Isidro, Lima, Peru	20557479890
IMS ARGENTINA S.R.L.	Limited Liability Company	Argentina	Calle Echeverria 1515, Piso 11, Ciudad Autonoma de Buenos Aires, Argentina	30-71094749-6
NEOKEI S.A.	Corporation	Uruguay	Boulevard 26 de marzo 3438, Piso 3, Oficina 301, entre Julio Cesar y Marco Bruto, C.P. 11300,	217328390019

LEGAL NAME	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	PLACE OF BUSINESS / CHIEF EXECUTIVE OFFICE	ORGANIZATION ID NUMBER
			Montevideo, Uruguay	
SOCIAL MEDIA, S.A.	Corporation	Panama	Calle Punta Darien, Punta Pacifica, Edificio Torre de las Americas, Torre C, Piso 25, Panama, Panama	1650151-1-675474
SOCIALMEDIA, S.A.	Corporation	Argentina	Calle Echeverria 1515, Piso 11, Ciudad Autonoma de Buenos Aires, Argentina	30-71081794-0
SNACK MEDIA, S.A. DE C.V.	Corporation	Mexico	Bosque de Radiatas 44, Piso 1, Colonia Bosque de las Lomas, C.P. 05120, Mexico City, Mexico	SME1209123X6
SOCIAL SNACK S.L.	Limited Liability Company	Spain	c/Compostela, 8-4º izda, 15004, A Coruña, Spain	B06972095
INTERNET MEDIA SERVICES EUROPE, S.L.	Limited Liability Company	Spain	Calle Principe de Vergara 121, 4 Planta, 28002, Madrid	B87901054
HTTPOOL HOLDINGS UK LIMITED	Limited Liability Company	UK	Fifth Floor, 55 King Street, Manchester, United Kingdom	10375627
HTTPOOL INTERNET MARKETING D.O.O.	Limited Liability Company	Slovenia	Tacenska cesta 26, 1210 Ljubljana – Šentvid, Slovenia	1554301000
HTTPOOL ONLINE MARKETING GMBH	Limited Liability Company	Austria	Taborstraße 7, Top 8 1020 Vienna, Austria	304280x

LEGAL NAME	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	PLACE OF BUSINESS / CHIEF EXECUTIVE OFFICE	ORGANIZATION ID NUMBER
HTTPOOL BANGLADESH LIMITED	Private Company, Limited by Shares	Bangladesh	Crystal Palace, House SE (D) 22, Level 3, Road 140, Gulshan South Avenue, Gulshan 1, Postal code: 1212; Bangladesh33	C-160104/2020
HTTPOOL BULGARIA EOOD	Limited Liability Company	Bulgaria	Sofia 1000, 29 Peter Parchevich Str., Bulgaria	BG175387409
HTTPOOL (CAMBODIA) CO., LTD	Private Limited Company	Cambodia	Amass Central Tower (Unit No. 202), Boeng Keng Kang Muoy, Chamkar Mon, Phnom Penh, Cambodia	00051326
NOOVO INTERNET D.O.O.	Limited Liability Company	Croatia	Draškovićeva 29, 10000 Zagreb, Croatia	80673828
HTTPOOL A.S.	Limited Liability Company	Czech Republic	Rižská 1492/2, Hostivař, 10200, Prague 10, Czech Republic	28537190
HTTPOOL BALTICS OU	Private Limited Company	Estonia	Pärnu mnt 31-65, Tallinn, 10119, Estonia	12513561
HTTPOOL OY	Limited Liability Company	Finland	c/o Asianajotsto Waselius&Wist Oy Eteläesplanadi 24 A 00130 Helsinki, Finland	3103847-4
HTTPOOL HELLAS	Limited Liability Company	Greece	172, Kifisias Av, Maroyi, Attiki 15126, Greece	134184103000
HTTPOOL ASIA LIMITED	Limited Liability Company	Hong Kong	9/F, Kai Tak Commercial Building, 66-72 Stanley Street	50461109-000-03-19-3

LEGAL NAME	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	PLACE OF BUSINESS / CHIEF EXECUTIVE OFFICE	ORGANIZATION ID NUMBER
			Central, Hong Kong	
HTTPOOL HUNGARY KFT	Limited Liability Company	Hungary	1082 Budapest, Futó út 35-37. Budapest, Hungary	Cg.01-09-287647
HTTPOOL DIGITAL PRIVATE LIMITED	Company Limited by Shares	India	303, Ganeshwari Apt., Manishpuri Annex, Near Saket Nagar, Indore-452001, Madhya Pradesh., India	CIN : U72900MP2010 FTC024043
PT HTTPOOL DIGITAL INDONESIA	Limited Liability Company	Indonesia	Satrio Tower LT 6, Unit 1, JL.Prof.DR. Satrio KAV C4, Kuningan Timur, Setiabudi, Jakarta Selatan, DKI Jakarta, Indonesia 12950.	4018011731102136
HTTPOOL LAO SOLE CO., LTD.	Sole Company Limited	Laos	Chansavang Village, Sikhottabong District, Vientiane Capital, Lao PDR.	01-00023887
HTTPOOL LATVIA SIA	Limited Liability Company	Latvia	Mūkusalas iela 41, 1004 Rīga, Latvia	40203196695
HTTPOOL LITHUANIA UAB	Limited Liability Company	Lithuania	Palangos Street, 4-101, Vilnius, Lithuania.	305132382
HTTPOOL DOOEL	Limited Liability Company	Macedonia	Bul. Partizanski Odredi 62, 1000 Skopje, North Macedonia	6028268
HTTPOOL DIGITAL MALAYSIA SDN BHD	Company Limited by Shares	Malaysia	UNIT NO. 20-01,Level 20, Menara Centara No. 360, Jalan Tuanku Abdul	1246587-M

LEGAL NAME	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	PLACE OF BUSINESS / CHIEF EXECUTIVE OFFICE	ORGANIZATION ID NUMBER
			Rahman, Kuala Lumpur W.P, Malaysia - 50100	
HTTPOOL MYANMAR LIMITED	Limited Liability Company	Myanmar	No. 520, Kabar Aye Pagoda Road, Rm. 206, Excel Tower, 2nd Floor, Bahan Township, Yangon, Myanmar	123723325
HTTPOOL POLSKA SP. Z.O.O.	Limited Liability Company	Poland	Krucza 16/2200-526 Warsaw, Poland	146241816
HTTPOOL ONLINE AND MOBILE ADVERTISING SRL	Limited Liability Company	Romania	16B WA Mozart St, 2nd District, 020256, Bucharest, Romania	J40/6475/2003
HTTPOOL LLC	Limited Liability Company	Russia	Room 51-73, 1,2,house 6 build 2, Turchaninov pereulok, 119034 Moscow, Russian Federation	1127746057185
HTTPOOL D.O.O. BEOGRAD (VRAČAR)	Limited Liability Company	Serbia	Požarevačka 19-21, 11000 Beograd, Serbia	20028416
HTTPOOL DIGITAL MARKETING FZE	UAE Free Zone Establishment	UAE	ELOB Office E-23G-14, Hamriyah Free Zone, Sharjah, UAE	14890
HTTPOOL UKRAINE LLC	Limited Liability Company	Ukraine	Velyka Vasylykivska street 2, 01004, Kyiv, Ukraine	38871224
HTTPOOL SH.P.K.	Limited Liability Company	Kosovo	Sejdi Kryeziu 15, Pejton, Prishtinë, 10000, Kosovo	70929406



LEGAL NAME	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	PLACE OF BUSINESS / CHIEF EXECUTIVE OFFICE	ORGANIZATION ID NUMBER
HTTPOOL NORWAY AS	Private Limited Liability Company	Norway	c/o Advokatfirmaet Haavind AS, Bygdøy allé 2, 0257, Oslo, Norway	926 292 285
HTTPOOL DENMARK APS	Private Limited Liability Company	Denmark	Pilestræde 58, 1112 København, Denmark	42170976
HTTPOOL KAZAKHSTAN LLC	Limited Liability Company	Kazakhstan	Kazakhstan, Almaty city, Medeu district, 128 Dostyk Avenue, flat 73, postal code 050051	210440004882
HTTPOOL DIGITAL PTE. LTD.	Private Company, Limited by Shares	Singapore	24 Raffles, Place #15-00, Clifford - Centre, Singapore	202120471G
HTTPOOL BY LLC	Limited Liability Company	Belarus	Logoiskii tract 22A, premises 171, office 4, 220090 Minsk, Belarus	193560536
AD DYNAMO INTERNATIONAL (PTY) LIMITED	Limited Company	South Africa	Suite 211, 2nd Floor, Clock Tower, V&A Waterfront, Cape Town, South Africa 8001	9386570163
AD DYNAMO HOLDINGS LIMITED	Limited Company	UK	184 Shepherds Bush Road, London, W6 7NL, United Kingdom	8747351
BANGERS AND MASH (PTY) LIMITED	Limited Company	South Africa	Suite 211, 2nd Floor, Clock Tower, V&A Waterfront, Cape Town, South Africa 8001	9164505233

LEGAL NAME	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	PLACE OF BUSINESS / CHIEF EXECUTIVE OFFICE	ORGANIZATION ID NUMBER
AD DYNAMO KENYA LIMITED	Limited Company	Kenya	3rd Floor, The Promenade Building, General Mathenge Road, Westlands, Nairobi, Kenya	P051511152R
AD DYNAMO UK LIMITED	Limited Company	UK	184 Shepherds Bush Road, London, W6 7NL, United Kingdom	9864429716
AD DYNAMO IRELAND LIMITED	Limited Company	Ireland	Ground Floor, 71 Lower Baggot Road, Dublin, D02 P593, Ireland	9189799AA

## SCHEDULE 2

### PLEDGED SHARES

Owner	Subsidiary	Ownership Interest
IMS INTERNET MEDIA SERVICES, INC./ IMS MEDIA, LLC	IMS INTERNET MEDIA SERVICES PANAMA, S. DE R.L.	IMS INTERNET MEDIA SERVICES, INC. 95%/ IMS MEDIA, LLC 5%
	IMS-INTERNET MEDIA SERVICES ECUADOR S.A.	IMS INTERNET MEDIA SERVICES, INC. 99%/ IMS MEDIA, LLC 1%
	10' MÍDIA PUBLICIDADE E PROPAGANDA LTDA.	IMS INTERNET MEDIA SERVICES, INC. 99.99%/ IMS MEDIA, LLC 0.01%
	IMM INTERNET MEDIA MÉXICO, S. DE R.L. DE C.V.	IMS INTERNET MEDIA SERVICES, INC. 99%/ IMS MEDIA, LLC 1%
IMS INTERNET MEDIA SERVICES, INC.	RADOBEL S.A.	100%
	IMS MEDIA, LLC	100%
	INTERNET MEDIA SERVICES COLOMBIA S.A.S.	100%
	HTTPOOL HOLDINGS UK LIMITED	100%

**SCHEDULE 3**  
**EXCLUDED SHARES**

Subsidiary
IMS ARGENTINA S.R.L.
IMS CHILE SpA
IMS-BRASIL SERVIÇOS DE PUBLICIDADE LTDA.
INTERNET MEDIA SERVICES PERU S.R.L.
NEOKEI S.A.
SOCIAL MEDIA S.A.
SNACK MEDIA S.A. DE C.V.
SOCIALMEDIA S.A.
SOCIAL SNACK S.L.
INTERNET MEDIA SERVICES EUROPE, S.L.
HTTPOOL INTERNET MARKETING D.O.O.
HTTPOOL ONLINE MARKETING GMBH
HTTPOOL BANGLADESH LIMITED
HTTPOOL BULGARIA EOOD

Subsidiary
HTTPOOL (CAMBODIA) CO., LTD
NOOVO INTERNET D.O.O.
HTTPOOL A.S.
HTTPOOL BALTICS OU
HTTPOOL OY
HTTPOOL HELLAS
HTTPOOL ASIA LIMITED
HTTPOOL HUNGARY KFT
HTTPOOL DIGITAL PRIVATE LIMITED
PT HTTPOOL DIGITAL INDONESIA
HTTPOOL LAO SOLE CO., LTD.
HTTPOOL LATVIA SIA
HTTPOOL LITHUANIA UAB
HTTPOOL DOOEL
HTTPOOL DIGITAL MALAYSIA SDN BHD
HTTPOOL MYANMAR LIMITED

Subsidiary
HTTPOOL POLSKA SP. Z.O.O.
HTTPOOL ONLINE AND MOBILE ADVERTISING SRL
HTTPOOL LLC
HTTPOOL D.O.O. BEOGRAD (VRAČAR)
HTTPOOL AB
HTTPOOL DIGITAL MARKETING FZE
HTTPOOL UKRAINE LLC
HTTPOOL SH.P.K.
HTTPOOL NORWAY AS
HTTPOOL DENMARK APS
HTTPOOL KAZAKHSTAN LLC
HTTPOOL DIGITAL PTE. LTD.
HTTPOOL BY LLC
H.T.T.POOL PVT. LTD.
AD DYNAMO INTERNATIONAL (PTY) LIMITED
AD DYNAMO HOLDINGS LIMITED

Subsidiary
BANGERS AND MASH (PTY) LIMITED
AD DYNAMO KENYA LIMITED
AD DYNAMO UK LIMITED
AD DYNAMO IRELAND LIMITED