



Registration of a Charge

Company Name: **MEME UK HOLDINGS LTD**

Company Number: **10156239**



XB2HDCYQ

Received for filing in Electronic Format on the: **22/04/2022**

Details of Charge

Date of creation: **07/04/2022**

Charge code: **1015 6239 0010**

Persons entitled: **PNC BANK, NATIONAL ASSOCIATION
ORIX GROWTH CAPITAL, LLC**

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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10156239

Charge code: 1015 6239 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th April 2022 and created by MEME UK HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd April 2022 .

Given at Companies House, Cardiff on 29th April 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

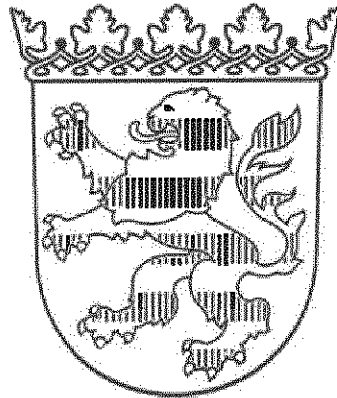


**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Norton Rose Fulbright LLP

Date: 22 April 2022

Deed Register No. 217/2022



RECORDED

in Frankfurt am Main on April 7, 2022

before me, the undersigning Civil Law Notary in the district of the Higher Regional Court
(*Oberlandesgericht*) of Frankfurt am Main

Dr. Adrian Körner

with my official place of business in Frankfurt am Main

appeared today at the office of Gibson, Dunn & Crutcher LLP, TaunusTurm, Taunustor 1,
60310 Frankfurt am Main, to where the acting notary has adjourned himself on reasonable
request of the appearing persons:

1. Mr. Erik **Kovalik**, born on July 27, 1996, with business address at CMS Hasche Sigle
Partnerschaft von Rechtsanwälten und Steuerberatern mbB, Neue Mainzer Str. 2-4,
60311 Frankfurt am Main, identified by valid Slovak identity card, and
2. Mr. Alexander **Klein**, born on September 24, 1980, with business address at Gibson,
Dunn & Crutcher LLP, TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, identified
by valid German identity card.

The person appearing to 1. declared to make the following declarations not in his own name but for and on behalf of

- a) **PNC Bank, National Association**, with its registered office at c/o PNC Business Credit, 350 S. Grand Ave., Suite 3850, Los Angeles, CA 90071, U.S.A.; and
- b) **ORIX Growth Capital, LLC**, with its registered office at 10900 NE 4th Street, Suite 2300, Bellevue, WA 98004, U.S.A.;

presenting a copy of a power of attorney of each of the represented companies listed under a) and b) above, dated March 31, 2022, and March 22, 2022, copies of which are attached to this deed.

The person appearing to 2. declared to make the following declarations not in his own name but for and on behalf of

- a) **MEME UK Holdings Ltd.**, a limited liability company registered with the Companies House under number 10156239, whose registered office is at 95 Gresham Street 6th Floor, London, United Kingdom, EC2V 7NA; and
- b) **Webtrekk Group GmbH** with registered office in Berlin, registered with the commercial register of the local court of Charlottenburg under HRB 160422 B, whose registered office is at Robert-Koch-Platz 4, 10115 Berlin; and
- c) **Webtrekk GmbH** with registered office in Berlin, registered with the commercial register of the local court of Charlottenburg under HRB 93435 B, whose registered office is at Robert-Koch-Platz 4, 10115 Berlin; and
- d) **Mapp Digital Germany GmbH** with registered office in Munich, registered with the commercial register of the local court of Munich under HRB 226181, whose registered office is at Sandstraße 3, 80335 Munich,

presenting a copy of a power of attorney of each of the represented companies listed under a) to d) above, undated / dated March 30, 2022, copies of which are attached to this deed.

In the case a certified copy of the powers of attorney is attached to this deed, the original was presented to the notary and it is herewith certified that the attached copies are true and correct copies of the original powers of attorney presented to me. In the case only a simple copy is attached, originals shall be provided to the notary in due course. Certified copies thereof shall be sealed to the present deed.

The person appearing to 2. further presented copies of shareholder resolutions of the respective shareholder of Webtrekk Group GmbH, Webtrekk GmbH and Mapp Digital Germany GmbH, each dated April 7, 2022, a copy of which is attached to this deed for information purposes.

The notary convinced himself that the persons appearing are in adequate command of the English language and declared that he is in command of the English language as well.

On being asked whether there had been any prior involvement by the notary in terms of Section 3 para 1 no 7 of the German Notarisation Act (*Beurkundungsgesetz*) the provisions of which had been explained by the notary, the persons appearing confirmed that there had been no such prior involvement.

Having been informed of the requirements and obligations under the Money Laundering Act (GwG), each of the persons appearing confirmed that in the following each of them would act exclusively for the parties represented and for such party's (own) account, i.e. neither he/she nor the parties represented would act, for example, as a trustee for third party beneficial owners, and that neither he/she nor the person represented by him/her nor the beneficial owners of the company he/she represents were a politically exposed person (PeP) within the meaning of Section 1 para. 12 MLA, nor a member of his or her family, nor "known to be close" to such a person within the meaning of Section 1 (13) and (14) MLA.

The deponents agreed in the saving and processing of the data referring to this matter, including personal data such as address, date and place of birth, profession, bank accounts and registrations with the court.

The deponents, acting as aforesaid, then requested the notary to notarise the share pledge agreements attached to this deed as **Attachment 1**, **Attachment 2** and **Attachment 3** – in each case including the respective Schedules to these Attachments - which constitute an integral part of this deed. The deponents, acting as aforesaid, make reference to (*verweisen auf*) **Attachment 1**, **Attachment 2** and **Attachment 3** – in each case including the respective Schedules to these Attachments -. **Attachment 1**, **Attachment 2** and **Attachment 3** as well as the respective Schedules to these Attachments have been read aloud by the notary to the parties and approved by the parties.

The acting notary advised the persons appearing

- that a pledge is a security instrument of strictly accessory nature (which means that it comes into legal existence (i) only if, to the extent that, and as long as, the underlying secured claims do in fact exist, and (ii) if the owner of the secured claims and the pledgee are identical);
- that notwithstanding Section 16 (3) of the German Act on Limited Liability Companies (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*) there is no bona fide creation, acquisition nor ranking of a pledge of shares (in the sense that the pledgee is protected if the shares purported to be pledged do not exist or have been previously encumbered for the benefit of a third party);
- that in case the articles of association of a company provide for restrictions of the transferability of shares, the pledge remains provisionally invalid until the required approval has been obtained;

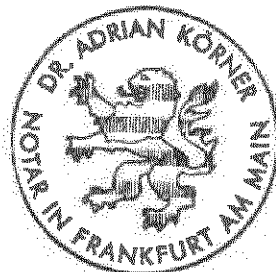
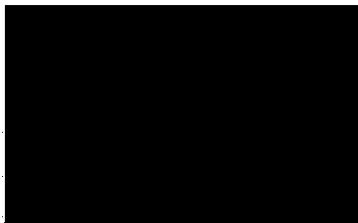
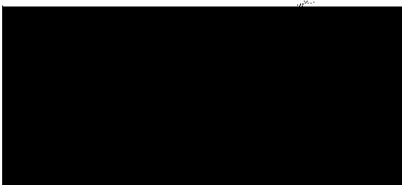
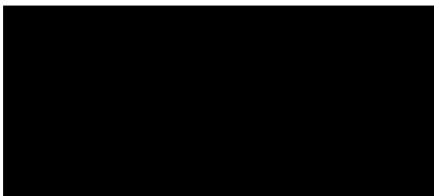
- that the English language original version of this Agreement will not be acceptable for enforcement but will have to be translated, by a certified translator, into German for such purposes;
- that the parties hereto are, by operation of law, jointly and severally liable with respect to the payment of all notarial fees, irrespective of any internal agreement passed in that respect; and
- that upon realization of shares, real estate transfer tax may be payable if the company whose shares are realized, or any of its material subsidiaries, owns real estate.

The notarial fees and charges incurred in connection with the notarial recording of this deed shall be borne by and invoiced to MEME UK Holdings Ltd.

From this deed certified copies shall be provided to:

- one certified copy to PNC Bank, National Association and ORIX Growth Capital, LLC (each to the attention of the person appearing to 1),
- one certified copy to MEME UK Holdings Ltd., Webtrekk Group GmbH, Webtrekk GmbH and Mapp Digital Germany GmbH (each to the attention of the person appearing to 2).

The foregoing protocol – including **Attachment 1**, **Attachment 2** and **Attachment 3** and the respective Schedules to these Attachments - was read to the persons appearing, was approved by them and signed by them and the notary in their own hands as follows:



SHARE PLEDGE AGREEMENT

Webtrekk Group GmbH

TABLE OF CONTENTS

1. Definitions and Interpretation.....	4
2. Constitution of Pledges.....	8
3. Purpose of Pledges.....	9
4. Scope of the Pledges.....	9
5. Voting Rights.....	10
6. Enforcement.....	10
7. Waiver of Defenses.....	11
8. No Subrogation.....	11
9. Representations and Warranties.....	11
10. Undertakings of the Pledgors.....	13
11. Release of Pledges.....	13
12. Duration.....	14
13. Continuing Security.....	14
14. Independence.....	14
15. Assignment and Transfer.....	14
16. Notices; Language.....	15
17. SERVICE OF PROCESS.....	17
18. Partial Invalidity; No Implied Waiver.....	17
19. Amendments.....	18
20. Notification of Pledges.....	18
21. Choice of Law; Place of Jurisdiction.....	18
Schedule 1 List of Shareholders.....	19
Schedule 2 Process Agent Appointment Letter.....	20

**THIS SHARE PLEDGE AGREEMENT (the “Agreement”) is made
BETWEEN:**

- (1) **MEME UK Holdings Ltd.**, a limited liability company registered with the Companies House under number 10156239, whose registered office is at 95 Gresham Street 6th Floor, London, United Kingdom, EC2V 7NA (“**Pledgor 1**”);
- (2) **Webtrekk Group GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany, registered with the commercial register of the local court of Charlottenburg under HRB 160422 B (the “**Company**” or “**Pledgor 2**”, and together with Pledgor 1, the “**Pledgors**”);
- (3) **PNC Bank, National Association**, with its registered office at 100 Pine Street, Suite 1500, San Francisco, CA 94111, USA (the “**Collateral Agent**”);
- (4) **ORIX Growth Capital, LLC**, with its registered office at 10900 NE 4th Street, Suite 2300, Bellevue, WA 98004, USA (the parties named under (3) and (4) together the “**Lenders**”).

WHEREAS:

- (A) Pursuant to a New York law governed Credit Agreement dated on or around the date hereof between, *inter alia*, Mapp Digital US, LLC, a Delaware limited liability company as borrower (the “**Borrower**”), the Collateral Agent as administrative agent and collateral agent, and PNC Bank, National Association and ORIX Growth Capital, LLC as lenders (the “**Lenders**”), the Lenders have made term loans in an initial aggregate principal amount of up to USD 77,500,000 and revolving credit loans in an initial aggregate principal amount of up to USD 7,500,000 to the Borrower (the “**Credit Agreement**”).
- (B) The share capital of the Company amounts to EUR 121,905 (in words: Euro one hundred twenty one thousand nine hundred five) consisting of 121,905 shares (*Geschäftsanteile*) with a nominal amount of EUR 1 each (the “**Existing Shares**”). Pledgor 1 holds 120,000 of the Existing Shares with an aggregate nominal value of EUR 120,000 (shares with No. 1 – 93,333 and 95,239 – 121,905) pursuant to the list of shareholders (*Gesellschafterliste*) on file with the commercial register) (the “**Existing Pledgor 1 Shares**”), and Pledgor 2 holds 1,905 shares with an aggregate nominal value of EUR 1,905 (shares No. 93,334 through 95,238 pursuant to the list of shareholders on file with the commercial register) (the “**Existing Pledgor 2 Shares**”).
- (C) The Pledgors are affiliates of the Borrower, will benefit from the loans made under the Credit Agreement and are willing to pledge the Pledgor 1 Shares and the Pledgor 2 Shares as well as the Future Pledgor 1 Shares and the Future Pledgor 2 Shares (each as defined below) together with all ancillary rights and claims associated therewith, respectively, to the Collateral Agent and the Lenders as security for the Secured Obligations (as defined below) on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

“Administrative Agent” means the Collateral Agent in its capacity as administrative agent under the Credit Agreement.

“Affiliate” means, as to any specified person, any other person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such specified person. For purposes of this definition, “control” of a person means the power, directly or indirectly, either to (a) vote 10% or more of the Capital Stock having ordinary voting power for the election of members of the Board of Directors of such person, or (b) direct or cause the direction of the management and policies of such person whether by contract or otherwise. In no event shall the Administrative Agent or any lender be considered an “Affiliate” of any Loan Party as a result of being the Administrative Agent or a lender under the Loan Documents.

“Board of Directors” means, with respect to any person, (a) in the case of any corporation, the board of directors of such person, (b) in the case of any limited liability company, the board of managers of such person, or, if there is none, the Board of Directors of the managing member of such person, (c) in the case of any partnership, the Board of Directors of the general partner of such person, (d) in any other case, the functional equivalent of the foregoing and (e) in the case of any person organized under the laws of a jurisdiction other than the United States, any State thereof or the District of Columbia, the foreign equivalent of any of the foregoing.

“Borrower” has the meaning as set forth in recital (A).

“Business Day” means any day other than a Saturday, Sunday or a day on which commercial banks in Frankfurt/Main, Germany or San Francisco, California, United States of America, are required or authorized to be closed.

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing, including convertible securities but excluding debt securities convertible or exchangeable into any of the foregoing.

“Cash Management Obligations” means obligations owed by Holdings or any of its Subsidiaries to any Qualified Counterparty in respect of or in connection with Cash Management Services and designated by such Qualified Counterparty and the Borrower in writing to the Administrative Agent as “Cash Management Obligations”.

“Cash Management Services” means any treasury, depositary, disbursement, lockbox, funds transfer, pooling, netting, overdraft, stored value card, purchase card (including so-

called “procurement cards” or “P-cards”), debit card, credit card, e-payable, cash management and similar services and any automated clearing house transfer of funds.

“**Credit Agreement**” has the meaning as set forth in recital (A).

“**Enforcement Notice**” has the meaning set forth in Clause 6.2.

“**Event of Default**” means an event upon the occurrence of which (i) the commitments under the Credit Agreement shall automatically and immediately terminate and the loans under the Credit Agreement and all other amounts owing under the Credit Agreement shall immediately become due and payable or (ii) the Administrative Agent may declare the loans under the Credit Agreement and all other amounts owing under the Credit Agreement to be due and payable forthwith.

“**Existing Pledgor 1 Shares**” has the meaning as set forth in recital (B).

“**Existing Pledgor 2 Shares**” has the meaning as set forth in recital (B).

“**Existing Shares**” has the meaning as set forth in recital (B).

“**Fee Letter**” means the fee letter dated on or around the date hereof, between the Borrower and the Administrative Agent.

“**Future Pledgee**” means any person, which by way of transfer, assignment, novation, succession or otherwise becomes a pledgee hereunder after the date hereof.

“**Future Pledgor 1 Shares**” has the meaning as set forth in Clause 2.1.2.

“**Future Pledgor 2 Shares**” has the meaning as set forth in Clause 2.2.2.

“**Governmental Authority**” means any nation or government, any state, province, territory or other political subdivision thereof and any other agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“**Group Member**” means Holdings, the Borrower or any of their respective Subsidiaries.

“**Guarantee and Collateral Agreement**” means the guarantee and collateral agreement dated on or around the date hereof among, *inter alia*, MEME Global Holdings, Ltd., the Borrower, and the Collateral Agent.

“**Guarantors**” means Holdings and each of its subsidiaries that guarantees indebtedness of the Borrower under the Credit Agreement or any other Loan Document.

“**Hedge Agreements**” means all interest rate or currency swaps, caps or collar agreements, foreign exchange agreements, commodity contracts or similar arrangements (which, for

the avoidance of doubt, shall include any master agreement that governs the terms of one or more interest rate or currency swaps, caps or collar agreements, foreign exchange agreements, commodity contracts or similar arrangements) entered into by MEME Global Holdings, Ltd., Pledgor 1, the Borrower or any of their respective Subsidiaries providing for protection against fluctuations in interest rates, currency exchange rates, commodity prices or the exchange of nominal interest obligations, either generally or under specific contingencies (whether or not entered into for speculative purposes).

"Holdings" means MEME Global Holdings, Ltd., a Cayman Islands exempted company with limited liability.

"Indemnitees" means the Administrative Agent, each lender and issuing bank under the Credit Agreement from time to time and each Related Party of any of the foregoing.

"Intercompany Subordination Agreement" means the intercompany subordination agreement dated on or about the date hereof, made by the parties thereto in favor of the Administrative Agent and in form and substance reasonably satisfactory to Administrative Agent.

"Loan Documents" means the Credit Agreement, the security documents, any guarantee and indemnity, any sponsor guarantee and any permitted amendment under the Credit Agreement, any Notes, the Fee Letter, the Intercompany Subordination Agreement, the Guarantee and Collateral Agreement, each increase joinder (if any) entered into with respect to any incremental facility under the Credit Agreement and any other agreement or document executed and delivered to the Administrative Agent in conjunction with the Credit Agreement from time to time and which is designated as a Loan Document by the Borrower and the Administrative Agent.

"Loan Parties" means the Borrower and the Guarantors.

"Material Adverse Effect" means a material adverse effect on any of (a) the business, financial condition or results of operations, in each case, of (i) the Loan Parties, taken as a whole, or (ii) the Group Members, taken as a whole, (b) the ability of the Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents or (c) the rights and remedies of the Administrative Agent and/or the Lenders under the Loan Documents.

"Notes" means any promissory note evidencing any loan made by a lender under the Credit Agreement.

"Parallel Debt" means the parallel debt undertaking of, *inter alia*, the Borrower to the Collateral Agent stipulated in Clause 8.11 of the Credit Agreement.

"Pledged Shares" means the Pledgor 1 Shares and the Pledgor 2 Shares.

"Pledgor 1 Shares" has the meaning set forth in Clause 2.1.2.

"Pledgor 2 Shares" has the meaning set forth in Clause 2.2.2.

“Pledgees” means the Collateral Agent, the Lenders and any Future Pledgees.

“Pledges” means the pledges constituted pursuant to this Agreement.

“Qualified Counterparty” means with respect to any Specified Hedge Agreement or Cash Management Obligations, any counterparty thereto that at the time such Specified Hedge Agreement or Cash Management Obligations were entered into or, in the case of a Specified Hedge Agreement or Cash Management Obligations, as the case may be, existing on the Closing Date, on the Closing Date, was the Administrative Agent, a lender under the Credit Agreement or an Affiliate of any of the foregoing, regardless of whether any such person or entity shall thereafter cease to be the Administrative Agent, a lender under the Credit Agreement or an Affiliate of any of the foregoing.

“Related Parties” means with respect to any specified person, such person’s Affiliates and the respective directors, officers, employees, partners, members, trustees, managers, controlling persons, agents, advisors and other representatives of such person and such person’s Affiliates and the respective successors and permitted assigns of each of the foregoing.

“Requirement of Law” as to any person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject.

“Secured Obligations” means any and all obligations (present and future, actual and contingent, whether incurred solely or jointly with any other person and whether as principal or surety, in any currency or currencies, together with all interest accruing thereon, whether before or after judgment, and all costs, charges and expenses incurred in connection therewith) which are or become due, owing or payable by the Loan Parties (or any of them) to the Pledgees (or any of them) (including any Future Pledgee by way of transfer or assignment (*Einzel- und/oder Gesamtrechtsnachfolge, Vertragsübernahme*) or novation (*Novation*) of any right or obligation as provided under the relevant Loan Document) under the Loan Documents (as each may be amended, varied, novated, supplemented, extended, or replaced from time to time), and including (without limitation) any obligations owed to the Collateral Agent pursuant to the Parallel Debt. The Secured Obligations shall, for the avoidance of doubt, also include obligations incurred on or after the opening of insolvency proceedings and shall also apply to any contingent obligations of the Loan Parties (or any of them) towards the Pledgees (or any of them) on the grounds of any invalidity or unenforceability of any Loan Document, in particular claims on the grounds of unjustified enrichment.

“Secured Parties” means the Collateral Agent, the lenders under the Credit Agreement from time to time, the Indemnitees and any Qualified Counterparty.

“Specified Hedge Agreement” means any Hedge Agreement entered into or assumed by any Loan Party and any Qualified Counterparty and designated by the Qualified

Counterparty and the Borrower in writing to the Administrative Agent as a “Specified Hedge Agreement”.

“**Subsidiary**” means, as to any person, a corporation, partnership, limited liability company or other entity of which shares of Capital Stock having ordinary voting power (other than Capital Stock having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors of such corporation, partnership or other entity are at the time owned by such person.

- 1.2 A reference in this Agreement to a party is a reference to that party together with such party’s successors, transferees and assignees.
- 1.3 Any reference in this Agreement to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.
- 1.4 The term “promptly” is to be construed as *unverzüglich* within the meaning of Section 121 (1) German Civil Code.
- 1.5 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.
- 1.6 This Agreement is made in the English language and the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German word or phrase appears in the text of this Agreement, the German word or phrase shall prevail.

2. CONSTITUTION OF PLEDGES

- 2.1 Pledgor 1 hereby pledges as security for the Secured Obligations to the Pledges:

- 2.1.1 the Existing Pledgor 1 Shares; and

- 2.1.2 any and all additional shares in the Company irrespective of their nominal amount which Pledgor 1 may hold in the future (the “**Future Pledgor 1 Shares**”, and together with the Existing Pledgor 1 Shares the “**Pledgor 1 Shares**”);

in each case with all ancillary rights and claims associated therewith as more particularly specified in Clause 4.

- 2.2 Pledgor 2 hereby pledges as security for the Secured Obligations to the Pledges:

- 2.2.1 the Existing Pledgor 2 Shares; and

- 2.2.2 any and all additional shares in the Company irrespective of their nominal amount which Pledgor 2 may hold in the future (the “**Future Pledgor 2 Shares**” and together with the Existing Pledgor 2 Shares the “**Pledgor 2 Shares**”).

2.3 Each Pledgee hereby accepts the Pledges for itself. The Collateral Agent, as representative without power of attorney (*Vertreter ohne Vertretungsmacht*), also accepts the respective Pledge for and on behalf of each Future Pledgee. Each Future Pledgee to whom any claim or part of a claim arising under any Loan Document will be transferred or assigned (including, for the avoidance of doubt, a transfer by way of novation (*Novation*)) in accordance with the relevant provisions of the relevant Loan Document ratifies such acceptance (*Genehmigung der Erklärung des Vertreters ohne Vertretungsmacht*) for itself by accepting such transfer or assignment, thereby becoming a Pledgee, it being understood that any future or conditional claim (*zukünftiger oder bedingter Anspruch*) of such Future Pledgee arising under any Loan Document (in each case, for the avoidance of doubt, as amended, varied, novated, supplemented or extended from time to time) shall be secured by the Pledges constituted hereunder. All parties hereby confirm that the validity of the Pledges granted hereunder shall not be affected by the Collateral Agent acting as representative without power of attorney for each Future Pledgee.

2.4 The Pledges shall be separate and shall rank equally with each other.

3. PURPOSE OF PLEDGES

3.1 The Pledges are constituted in order to secure the prompt and complete satisfaction in full of any and all Secured Obligations.

3.2 The Pledges shall cover any future prolongation, extension or increase of the Secured Obligations, and each of the Pledgors hereby waives the limitation pursuant to Section 1210 (1) sentence 2 German Civil Code.

3.3 Each of the Pledgors confirms that it has received copies of all of the Loan Documents and is familiar with their respective terms.

4. SCOPE OF THE PLEDGES

4.1 The Pledges constituted by this Agreement include the present and future rights to receive:

4.1.1 dividends payable in relation to the Pledged Shares;

4.1.2 liquidation proceeds (*Liquidationserlöse*), consideration for redemption (*Einziehungsentgelt*), repaid capital in case of a capital decrease (*Kapitalherabsetzung*) or repaid capital surplus or paid-in surplus, any compensation in case of termination (*Kündigung*) and/or withdrawal (*Austritt*) of a shareholder of the Company, the surplus in case of surrender (*Preisgabe*), and all other pecuniary claims (*geldwerter Vorteil*) associated with the Pledged Shares; and

4.1.3 all other rights and benefits attributable to the Pledged Shares (including, without limitation, the right to subscribe for newly issued shares).

4.2 Notwithstanding that the dividends are pledged hereunder, the Pledgors shall be entitled to receive and retain all dividend payments whether in cash, by the issue of any loan note or

debt instrument or *in specie* in respect of the Pledged Shares unless an Enforcement Notice has been issued in accordance with Clause 6.2.

5. VOTING RIGHTS

- 5.1 Any voting rights relating to the Pledged Shares remain with the Pledgors. The Pledgors, shall, however at all times until the full satisfaction of all Secured Obligations or the release of the Pledges be required, in exercising their respective voting or other membership rights, to act in good faith to ensure that the Pledges are not in any way adversely affected.
- 5.2 Each of the Pledgors shall inform the Collateral Agent promptly of all matters concerning the Company of which it is aware and which could materially adversely affect the Pledges. In particular, each of the Pledgors shall (i) notify the Collateral Agent forthwith of any shareholders' meeting at which a shareholders' resolution is intended to be adopted which could have an adverse effect upon any of the Pledges and (ii) send the Collateral Agent promptly a copy of the minutes of any such shareholders' meeting.

6. ENFORCEMENT

- 6.1 If the requirements set forth in Sections 1273, 1204 *et seqq.* German Civil Code with regard to the enforcement of pledges are met (*Pfandreife*), in particular, if any of the Secured Obligations has become due and payable following the occurrence of an Event of Default then, in order to enforce the Pledges, the Pledgees (or any of them) acting through the Collateral Agent may at any time thereafter avail themselves of any and all rights and remedies that a pledgee has upon a default under the laws of the Federal Republic of Germany. The Pledgees shall be entitled to have all or part of the Pledged Shares sold at public auction or enforce the Pledges in any other permitted proceeding without a prior court ruling or court proceeding (*vollstreckbarer Titel*) being required notwithstanding Section 1277 German Civil Code.
- 6.2 The Pledgees (or any of them) (acting through the Collateral Agent) shall notify the respective Pledgor of the intention to enforce the rights under this Agreement at least seven (7) days before the date on which the Pledges are intended to be enforced (the "**Enforcement Notice**"). An Enforcement Notice shall not be required if it is infeasible (*untunlich*) within the meaning of Section 1234 (1) sentence 2 German Civil Code.
- 6.3 The Collateral Agent, acting for and on behalf of the Pledgees, may, in its sole discretion, determine which of several security interests constituted in respect of the Secured Obligations shall be used to satisfy the Secured Obligations.
- 6.4 Section 1230 sentence 2 German Civil Code shall not apply and the Collateral Agent shall not be obliged to limit the enforcement to such number of Pledges as are required to satisfy the Secured Obligations. This shall apply accordingly with respect to the enforcement of any other security interests constituted in respect of the Secured Obligations.
- 6.5 Following the occurrence of an Event of Default which is continuing, each of the Pledgors shall, at its own cost and expense, render all assistance which the Collateral Agent

reasonably considers necessary or expedient in order to facilitate the prompt enforcement of the Pledges.

7. WAIVER OF DEFENSES

- 7.1 Each of the Pledgors hereby waives any rights of revocation (*Anfechtbarkeit*) and set-off (*Aufrechenbarkeit*) which it may have pursuant to Sections 1211 (1) sentence 1 alternative 2 and 770 (1) and (2) German Civil Code.
- 7.2 To the extent legally permitted, each of the Pledgors hereby also waives any defenses which it may have pursuant to Section 1211 (1) sentence 1 alternative 1 German Civil Code, and any other defenses that a pledgor may have under German law or any applicable laws of any other jurisdiction.

8. NO SUBROGATION

- 8.1 No rights and claims shall pass to or otherwise arise for the benefit of the Pledgors by subrogation (*gesetzlicher Forderungsübergang*) (including pursuant to Section 1225 German Civil Code) or otherwise, including any recourse claims, indemnification claims, claims arising from unjust enrichment (*ungerechtfertigte Bereicherung*) and any right to demand the assignment and/or transfer of any of the Secured Obligations or any security interest, against any other Loan Party or any Secured Party, which it may (but for this Clause 8.1) acquire as a result of:

8.1.1 a payment by any of the Pledgors of any of the Secured Obligations owing by another Loan Party; or

8.1.2 the enforcement of the Pledges,

and each of the Pledgors hereby explicitly waives any and all of such claims and rights against any other Loan Party or Secured Party.

- 8.2 Each of the Pledgors furthermore undertakes not to exercise, and not to purport to exercise, any such rights and claims which may pass to it or otherwise arise for its benefit notwithstanding this Clause 8 or would pass to it or otherwise arise for its benefit but for this Clause 8, and any such rights of the Pledgors shall be subordinated to the rights of the Secured Parties under the Loan Documents.
- 8.3 If a Pledgor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the Secured Parties and shall promptly pay or transfer the same to the Collateral Agent (or as the Collateral Agent may direct).

9. REPRESENTATIONS AND WARRANTIES

Each of the Pledgors represents and warrants (*garantiert verschuldensunabhängig*) to each of the Pledgees that as at the date hereof and at the time of each borrowing under the Credit Agreement:

9.1 in respect of itself that:

- 9.1.1 it is duly incorporated and validly existing under the laws of its relevant jurisdiction and has the power to own its property and other assets and to conduct its business as it is being conducted at the date hereof;
- 9.1.2 it may (subject to the restrictions provided for in this Agreement or in any other Loan Document) freely dispose of the Pledged Shares and that it has the corporate power and authority to enter into this Agreement and all necessary corporate actions have been taken and all necessary consents for the execution and performance of this Agreement have been obtained and are in full force and effect;
- 9.1.3 it is not a party to a litigation, arbitration or administrative proceeding, which is presently in progress in respect of the entry into, the performance of, or compliance with any of its obligations under this Agreement; and
- 9.1.4 the exercise of its rights and the performance of its obligations hereunder is in compliance with any Requirement of Law except as would not, in the aggregate with any other Loan Party, have or can reasonably be expected to have a Material Adverse Effect.

9.2 in respect of the Pledged Shares that:

- 9.2.1 it is the sole legal and beneficial owner of the respective Pledged Shares and other rights pledged by it hereunder, and such Pledged Shares and rights are free and clear of any encumbrances (including pre-emption rights);
- 9.2.2 the Existing Shares are the only shares in the Company in existence at the date hereof;
- 9.2.3 the articles of association of the Company do not provide for any regulations expressly allowing the amortisation (*Einziehung*) of shares in the Company within the meaning of Section 34 GmbHG and do not allow a forfeiture (*Kaduzierung*) of shares in the Company under less restrictive terms than stipulated in Section 21 GmbHG;
- 9.2.4 the Existing Shares and Future Shares (as applicable) are and will not be subject to any pre-emption rights (*Vorkaufsrechte*) or other restrictions upon disposal which would operate to restrict in any way their disposal upon enforcement;
- 9.2.5 the copy of the Company's list of shareholders on file with the commercial register attached hereto as Schedule 1 is up-to date and accurately reflects the shareholdings in the Company as at the date of this Agreement;
- 9.2.6 the Existing Shares are fully paid in and have not been repaid;

9.2.7 the sale and transfer of the Pledged Shares in the case of an enforcement of the Pledges does not require any consent pursuant to the articles of association of the Company; and

9.2.8 all requisite corporate approvals for the entering into this Agreement have been obtained, and the entering into this Agreement and the creation of the Pledges pursuant to this Agreement does not violate any obligations or undertakings which are binding on the Pledgors or any of them.

10. UNDERTAKINGS OF THE PLEDGORS

During the term of this Agreement, each of the Pledgors undertakes to each Pledgee:

- 10.1 to take all actions and to make all declarations which the Pledgees (or any of them) may reasonably require for perfecting or protecting the Pledges intended to be constituted by this Agreement;
- 10.2 to obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations, approvals and consents required by applicable laws to enable it to lawfully enter into and perform its obligations under this Agreement and to ensure the legality, validity and enforceability of the Pledges and this Agreement;
- 10.3 to ensure that neither the Pledges nor the sale and transfer of the Pledged Shares in the case of an enforcement of the Pledges require any consent pursuant to the articles of association of the Company or otherwise;
- 10.4 to ensure that it is not subject to any obligations to make additional contributions (*Nachschüsse*);
- 10.5 save as expressly permitted by the Loan Documents or by the Collateral Agent in each individual case, not to allow any person (other than itself) to subscribe for any shares resulting from a capital increase in the Company without the prior written consent of the Collateral Agent;
- 10.6 to notify the Collateral Agent promptly of any change in the shareholdings in the Company; and
- 10.7 to notify the Collateral Agent promptly of any attachment (*Pfändung*) and/or any third parties bringing claims with respect to any of the Pledged Shares or any rights set out in Clause 4.1 which could jeopardize the Pledges or impair their value, and, in the event of an attachment to forward to the Collateral Agent promptly all documents necessary for a defence against the attachment.

11. RELEASE OF PLEDGES

- 11.1 Upon complete and final satisfaction of the Secured Obligations, the Pledgees' rights hereunder shall lapse, and the Pledgees will as soon as reasonably practical and upon written request of the Pledgor confirm in writing the release of the Pledges (*Pfandfreigabe*)

to the Pledgors at the cost and expense of the Pledgors. For the avoidance of doubt, the Pledges will cease to exist by operation of law upon the complete and final satisfaction of all of the Secured Obligations.

- 11.2 If the Pledgors (or any of them) are entitled to a release of security interests constituted in respect of the Secured Obligations pursuant to the rules on subsequent over-collateralization (*nachträgliche Übersicherung*), the Collateral Agent, on behalf of the Pledgees, may, in its sole discretion, determine which security interests shall be released.

12. DURATION

This Agreement shall remain in full force and effect until all of the Secured Obligations have been irrevocably satisfied in full and no lender has any further commitment to lend under the Credit Agreement. This Agreement shall not terminate if any payments made in satisfaction of the Secured Obligations have only temporarily discharged the Secured Obligations.

13. CONTINUING SECURITY

- 13.1 No change, amendment to, or supplement, or (where legally possible) novation whatsoever of the Credit Agreement or any other Loan Document shall affect the validity or (save, for the avoidance of doubt, as set forth in Clause 3.2), the scope of this Agreement or the obligations which are imposed on the Pledgors pursuant to it.
- 13.2 Each of the Pledgors hereby agrees pursuant to Section 418 (1) sentence 3 German Civil Code, that the security interests constituted hereunder shall not be affected by any transfer or assumption (*Vertragsübernahme*) of the Secured Obligations (or any of them) to, or by, any third person.

14. INDEPENDENCE

- 14.1 This Agreement and the Pledges are in addition, and without prejudice, to any other security interests or guarantees that have been or will be constituted in respect of the Secured Obligations.
- 14.2 The validity and effect of the Pledges shall be independent from the validity and the effect of any other security interests or guarantees that have been or will be constituted in respect of the Secured Obligations.
- 14.3 The release of any other security interests or guarantees in respect of the Secured Obligations shall not affect the Pledges and the rights and obligations of the parties under this Agreement.

15. ASSIGNMENT AND TRANSFER

- 15.1 Each of the Pledgees shall be entitled to assign or otherwise transfer any and all of its rights and obligations under this Agreement to any third persons in accordance with the provisions of the Credit Agreement, including by way of transfer of contract

(*Vertragsübernahme*); each Pledgor hereby explicitly agrees to such transfer of contract and obligations. No Pledgor shall be entitled to such assignment or transfer without the prior written consent of the Pledgees (acting through the Collateral Agent, as the case may be).

- 15.2 The parties agree that any person who is an assignee and transferee of a Pledgee pursuant to the Loan Documents, upon such assignment and transfer being effected, becomes a Pledgee for the purposes of this Agreement.

16. NOTICES; LANGUAGE

16.1 Delivery Method

16.1.1 Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax, email or letter.

16.1.2 The address, email address and fax number of each party for any communication or document to be made or delivered under or in connection with this Agreement is that identified with its name below or any substitute address, email address, fax number as the party may notify to the other parties by not less than five (5) Business Days' notice.

16.1.3 Any communication or document made or delivered by one party to another under or in connection with this Agreement will only be effective:

- (i) upon personal delivery to the party to be notified;
- (ii) if by way of fax, when received in legible form;
- (iii) if by way of email, when received in readable form; or
- (iv) if by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

16.1.4 Any communication or document which becomes effective, in accordance with Clause 16.1.3 (i) after 5.00 p.m. in the place of receipt or (ii) on a day that is not a Business Day, shall be deemed only to become effective on the following Business Day.

16.2 Addresses

All communications shall be sent to the party to be notified at the address set forth as follows or to such other address as such party may designate by ten (10) days advance written notice to the other parties hereto:

16.2.1 if to any of the Pledgors:

c/o Mapp Digital US, LLC
3655 Nobel Drive
Suite 500
San Diego, CA 92122, USA

Attention: Michelle Middleton

Phone: +1-619-342-4558
Email: michelle.middleton@mapp.com

16.2.2 if to the Collateral Agent and/or the Lenders:

PNC Bank, National Association
100 Pine Street, Suite 1500
San Francisco, CA 94111

Attention: Derek Hrubeniuk

Telephone: (626) 229-6288
Email: derek.hrubeniuk@pnc.com

with a mandatory copy (which shall not constitute notice) to:

Blank Rome LLP
1271 Avenue of the Americas
New York, NY 10020

Attention: Michael Kim

Telephone: (212) 885-5549
Email: Michael.kim@blankrome.com

16.2.3 if to the Company:

WEBTREKK GROUP GMBH
c/o Mapp Digital US, LLC
3655 Nobel Drive
Suite 500
San Diego, CA 92122, USA

Attention: Michelle Middleton

Phone: +1-619-342-4558
Email: michelle.middleton@mapp.com

16.2.4 if to any Future Pledgee, to that Future Pledgee at such address as that Future Pledgee shall have specified to the Pledgors in writing.

- 16.3 Unless otherwise required by German law, any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English.

17. SERVICE OF PROCESS

- 17.1 Without prejudice to any other mode of service allowed, the Pledgor 1:

17.1.1 irrevocably appoints Mapp Digital Germany GmbH (the "Process Agent"), Attn. Management/Geschäftsführung, as its agent for services of process (*Zustellungsbevollmächtigter*) in relation to any proceedings before the German courts in connection with this Agreement;

17.1.2 agrees that failure by the Process Agent to notify the Pledgor 1 of the process will not invalidate the proceedings concerned; and

17.1.3 undertakes to deliver to the Process Agent without undue delay upon execution of this Agreement a process agent appointment letter (the "**Process Agent Appointment Letter**") substantially in the form of Schedule 2 (*Process Agent Appointment Letter*) and to send a copy of the executed Process Agent Appointment Letter to the Collateral Agent.

- 17.2 The Process Agent shall ensure that documents to be served to the Pledgor 1 may validly be served by delivery to him. In particular, the Process Agent shall (i) notify the Collateral Agent of any change of address or contact person, (ii) accept any documents delivered to it on behalf of the Pledgor 1, (iii) fulfil any requirements of Section 171 of the Code of Civil Procedure (*Zivilprozessordnung*), in particular present the original Process Agent Appointment Letter to any person effecting the service of process as required pursuant to Section 171 Sentence 2 of the Code of Civil Procedure (*Zivilprozessordnung*) and (iv) only resign as Process Agent if a replacement Process Agent is already appointed, who is found to be satisfactory by the Collateral Agent.

18. PARTIAL INVALIDITY; NO IMPLIED WAIVER

- 18.1 Without prejudice to any other provision hereof, if at any time any one (or more) provision(s) hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, or if the parties become aware of any omission (*Vertragslücke*) hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such party or parties or such omission shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto and shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof. Such invalid, illegal or unenforceable provision or such omission shall be deemed to be replaced by the parties with a provision which comes as close as reasonably possible to the commercial

intentions of the invalid, illegal, unenforceable or omitted provision. This Clause 18.1 does not merely result in a reversal of the burden of proof; rather it shall exclude Section 139 German Civil Code as a whole.

- 18.2 No failure to exercise, nor any delay in exercising, on the part of the Pledgees (or any of them), any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

19. AMENDMENTS

Any amendments to this Agreement, including this Clause 19, must be made in writing unless a stricter form requirement applies. This shall also apply to amendments of this form requirement.

20. NOTIFICATION OF PLEDGES

Each of the Pledgors hereby notifies the Company of the Pledges constituted pursuant to Clause 2, and the Company hereby acknowledges receipt of such notifications.

21. CHOICE OF LAW; PLACE OF JURISDICTION

- 21.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.
- 21.2 Each of the parties hereto irrevocably agrees that the courts in Frankfurt/Main, Federal Republic of Germany, shall have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement or any non-contractual obligation which arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such court.

Schedule 1
List of Shareholders

URNr. **D 1647** /2019 Be

An das
Amtsgericht Charlottenburg
- Registergericht -
Amtsgerichtsplatz 1

14057 Berlin

Notarbescheinigte Gesellschafterliste
gem. § 40 Abs. 2 GmbHG

Webtrekk Group GmbH
mit dem Sitz in Berlin
(Anschrift: 10115 Berlin, Robert-Koch-Platz 4),
AG Charlottenburg HRB 160422 B

Laufende Nummer der Geschäftsanteile	Gesellschafter (Name, Vorname, Geburtsdatum, Wohnort bzw. Firma, Sitz, Gericht, HR-Nr.)	Prozentuale Beteiligung jedes Geschäftsanteils am Stammkapital (gerundet)	Nennbetrag der einzelnen Geschäftsanteile in EUR	Summe der Nennbeträge in EUR	Veränderungsspalte
1-23.000	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	23.000,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München
23.001-35.000	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	12.000,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D1224/2019 des Notars Dr. Christoph Döbereiner, München

35.001-62.681	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	27.681,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München
62.682-64.728	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	2.047,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München
64.729-74.559	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	9.631,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München
74.560-79.925	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	5.366,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München
79.926-85.290	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	5.365,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München
85.291-93.633	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	8.043,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München

98.834-95.238	Webtrekk Group GmbH mit dem Sitz in Berlin (Anschrift: 10115 Berlin, Robert-Koch-Platz 4), AG Charlottenburg HRB 160422 B	0,00082 %	1,00	1.905,00	
95.239-98.096	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	2.867,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München
98.098-100.000	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	1.906,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München
100.001-100.573	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	573,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München
100.574-102.074	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	1.501,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München
102.075-115.106	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	18.032,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München

115.107-121.905	MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	0,00082 %	1,00	6.799,00	Aufgrund Kauf- und abtretungsvertrag in Exhibit 2 zur Urkunde vom 29.04.2019, UR Nr. D 1224/2019 des Notars Dr. Christoph Döbereiner, München
Summe Stammkapital:				121.905,00	

Gesamtumfang der Beteiligung am Stammkapital

Gesellschafter (Name, Vorname, Geburtsdatum, Wohnort bzw. Firma, Sitz, Gericht, HR-Nr.)	Summe der Nennbeträge der Geschäftsanteile am Stammkapital in EUR	Prozentsatz der Gesamtbeteiligung am Stammkapital (gerundet)
MEME UK Holdings Ltd., mit Geschäftsanschrift: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registriert im Companies House unter Nr. 10156239	120.000,00	98,44 %
Webtrekk Group GmbH mit dem Sitz in Berlin (Anschrift: 10116 Berlin, Robert-Koch-Platz 4), AG Charlottenburg HRB 160422 B	1.905,00	1,56 %
Summe:		100 %

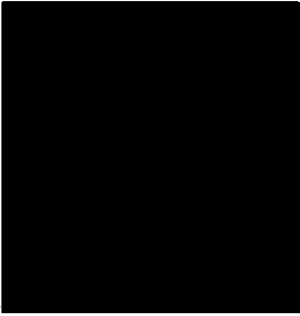
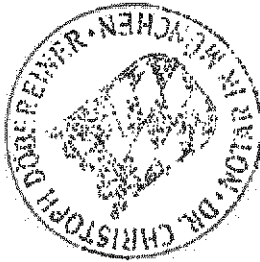
D 1647
URNr. _____/2019 Be

Zur vorstehenden Gesellschafterliste der

Webtrekk Group GmbH mit dem Sitz in Berlin (Anschrift: 10116 Berlin, Robert-Koch-Platz 4), AG Charlottenburg HRB 160422 B

bescheinige ich, Notarvertreter, dass die geänderte Eintragung den Veränderungen entspricht, an denen Notar Dr. Christoph Döbereiner in Exhibit 2 zu seiner Urkunde vom 29.04.2019, UR Nr. D 1224/2019 mitgewirkt hat. Die übrigen Eintragungen stimmen mit dem Inhalt der zuletzt im Handelsregister aufgenommenen Liste überein.

München, den 05.06.2019



Hans-Peter Rüth, Notar a.D.
als amtlich bestellter Notarvertreter für
Dr. Christoph Döbereiner
Notar

Hiermit beglaube ich die Übereinstimmung der in dieser Datei enthaltenen Bilddaten (Abschrift) mit dem mir vorliegenden Papierdokument (Urschrift).

München, den 06.06.2019

Dr. Christoph Döbereiner, Notar

Certificate no. D 1647/2019 Be

To the
 Charlottenburg Local Court
 - Registry Court –
 Amtsgerichtplatz 1
 14057 Berlin

**Notary certified list of shareholders
 according to § 40 (2) GmbHG**

Webtrekk Group GmbH
 with its registered office in Berlin
 (address: 10115 Berlin, Robert-Koch-Platz 4)
 Local Court Charlottenburg, HRB 160422 B

Consecutive number of shares	Shareholder (name, first name, date of birth, place of residence resp. company, registered office, court,	Percentage of the nominal share capital held by each share (rounded)]	Nominal value of the shares in EUR	Sum of net amounts in EUR	Alterations column
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	registration)					
1 – 23,000	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239	0.00082 %	1.0	23,000.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich	
23,001 – 35,000	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239	0.00082 %	1.0	12,000.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich	
35,001 – 62,681	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United	0.00082 %	1.0	27,681.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no.	

	Kingdom, registered in the Companies House under no. 10156239				D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich
62,682 – 64,728	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239	0.00082 %	1.0	2,047.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich
64,729 – 74,559	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239	0.00082 %	1.0	9,831.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich
74,560 – 79,925	MEME UK Holdings Ltd., with its company address: 95	0.00082 %	1.0	5,365.00	On the basis of the purchase and assignment agreement

	Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239				in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich
79,926 – 85,290	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239	0.00082 %	1.0	5,365.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich
85,291 – 93,333	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239	0.00082 %	1.0	8,043.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich

93,334 – 95,238	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239	0.00082 %	1.0	1,905.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich
95,239 – 98,095	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239	0.00082 %	1.0	2,857.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich
98,096 – 100,000	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies	0.00082 %	1.0	1,905.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr

	House under no. 10156239				Christoph Döbereiner, Munich
100,001 – 100,573	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239	0.00082 %	1.0	573.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich
100,574 – 102,074	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239	0.00082 %	1.0	1,501.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich
102,075 – 115,106	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA,	0.00082 %	1.0	13,032.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April

	London, United Kingdom, registered in the Companies House under no. 10156239				2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich
115,107 – 121,905	MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6 th Floor, EC2V 7NA, London, United Kingdom, registered in the Companies House under no. 10156239	0.00082 %	1.0	6,799.00	On the basis of the purchase and assignment agreement in Exhibit 2 to the deed dated 29 April 2019, certificate no. D 1224/2019 of the notary public Dr Christoph Döbereiner, Munich
Total Share Capital:					121,905.00

Total amount of share capital contribution

(name, first name, date of birth, place of residence resp. company, registered office, court, registration)	Shareholder	Sum of net amounts of shares in nominal capital in EUR	Percentage of the nominal share capital held by each share (rounded)]
MEME UK Holdings Ltd., with its company address: 95 Gresham Street 6th Floor, EC2V 7NA, London, United Kingdom, registered in the		120,000.00	98.44 %

Companies House under no. 10156239			
Webtrekk Group GmbH with its registered office in Berlin (company address: 10115 Berlin, Robert-Koch-Platz 4), Local Court Charlottenburg HRB 160422 B		1,905.00	1.56 %
Sum			<u>100 %</u>

Certificate no. D 1647/2019 Be

To the aforementioned list of shareholders of

Webtrekk Group GmbH with its registered office in Berlin (company address: 10115 Berlin, Robert-Koch-Platz 4), Local Court Charlottenburg HRB 160422 B

I, notary public's representative, certify that the amended registration corresponds to the alterations in which notary public Dr Christoph Döbereiner participated in Exhibit 2 of his deed dated 29 April 2019, certificate no. D 1224/2019. The other registrations correspond to the contents of the last list recorded in the Commercial Register.

Munich, 5 June, 2019

Schedule 2
Process Agent Appointment Letter

To/An: [Name of the Process Agent]

From/Von: [Name of the Pledgor]

Date/Datum: [•]

GmbH Share Pledge Agreement dated/vom [•] (the "Agreement"/der "Vertrag")

Dear [Mr/Mrs] [•],

Sehr geehrte[r] [Herr/Frau] [•],

We refer to the Agreement and hereby irrevocably appoint [•] as our agent for service of process in relation to any proceeding before any German court in connection with the above mentioned Agreement.

wir nehmen Bezug auf den Vertrag und benennen [•] hiermit unwiderruflich als Zustellungsbevollmächtigten für sämtliche Verfahren vor deutschen Gerichten in Zusammenhang mit dem oben genannten Vertrag.

This letter and its interpretation shall be governed by German law. The German version of this letter shall take authority.

Dieses Schreiben und seine Auslegung unterliegen deutschem Recht. Maßgeblich ist die deutsche Fassung dieses Schreibens.

[Pledgor]

represented by/vertreten durch:

Name:

Name:

Title/Position:

Title/Position:

I acknowledge the appointment of [•] as Process Agent as well as the provisions of Clause 17 (*Service of Process*) of the Agreement.

Ich erkenne die Bestellung von [•] zum Zustellungsbevollmächtigten sowie die

Regelungen der Ziff. 17 (*Service of Process*) des
Vertrages an.

[*Process Agent*]

represented by/vertreten durch:

Place/Date/Ort/Datum:

Name:

Title/Position: