



Registration of a Charge

Company name: **SB INVESTMENT ADVISERS (UK) LIMITED**

Company number: **10498335**



X87ISCMX

Received for Electronic Filing: **13/06/2019**

Details of Charge

Date of creation: **11/06/2019**

Charge code: **1049 8335 0005**

Persons entitled: **MIZUHO BANK, LTD**

Brief description: **N/A**

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

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10498335

Charge code: 1049 8335 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th June 2019 and created by SB INVESTMENT ADVISERS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th June 2019 .

Given at Companies House, Cardiff on 14th June 2019

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

SECURITY AGREEMENT

DATED 11 JUNE 2019

between

**SVF GP (JERSEY) LIMITED, SB INVESTMENT ADVISERS (UK) LIMITED, THE OTHER
SECURITY PROVIDERS FROM TIME TO TIME
PARTY HERETO**

and

MIZUHO BANK, LTD

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THIS AGREEMENT is dated 11 June 2019

BETWEEN:

- (1) **SVF GP (JERSEY) LIMITED**, a limited company established under the laws of Jersey with registered number 122622, whose registered office is at Aztec Group House, 11-15 Seaton Place, St Helier JE4 0QH (in its capacity as the general partner of Softbank Vision Fund (AIV M3) L.P. (**AIV M3**), the **General Partner**), **SB INVESTMENT ADVISERS (UK) LIMITED**, a limited company incorporated under the laws of England and Wales with registered number 10498335, whose registered office is at 69 Grosvenor Street, London W1K 3JP, United Kingdom (in its capacity as the manager of AIV M3 under an amended and restated investment advisory and management agreement dated May 20, 2017, the **Manager**), and each Additional Security Provider from time to time party hereto, as security providers (each a **Security Provider** and collectively, the **Security Providers**); and
- (2) **MIZUHO BANK, LTD**, as security agent for the Finance Parties party to the Facility Agreement described below (in this capacity the **Security Agent**).

BACKGROUND:

The Security Providers enter into this Agreement in connection with the Facility Agreement dated February 4, 2019 between Softbank Vision Fund L.P., Softbank Vision Fund (AIV M1) L.P., Softbank Vision Fund (AIV M2) L.P. and Softbank Vision Fund (AIV S1) L.P., as borrowers, the Security Agent, Goldman Sachs Bank USA and Mizuho Bank, Ltd, as lenders, and each of the other parties thereto (as amended and restated by the Amendment and Restatement Agreement, dated February 21, 2019, and as further amended, extended, restated, supplemented or otherwise modified from time to time, the **Facility Agreement**).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

Additional Security Provider means a person that becomes a Security Provider under this Security Agreement after the date hereof in accordance with the terms of this Agreement.

Collateral means, with respect to each Security Provider, all right, title and interest a Security Provider now has or later acquires in and to the following:

- (a) rights to make calls for Contributions and issue Drawdown Notices and Recycling Drawdown Notices (including pursuant to clauses 3.2 and 6.14, respectively, of the Partnership Agreement), and all other rights, titles, interests, powers and privileges related to, appurtenant to or arising out of the right to require or demand that any Limited Partner make a Contribution or otherwise contribute capital to AIV M3 pursuant to and in accordance with the terms of the Partnership Agreement;
- (b) rights, titles, interests and privileges under the Partnership Agreement to call for Commitments and receive Contributions, and to the enforcement thereof;

- (c) rights, titles, interests, remedies and privileges under the Partnership Agreement to call for additional Contributions and to receive the same, and to the enforcement thereof;
- (d) rights, titles, interests, remedies and privileges under the Partnership Agreement to Undrawn Commitments, to call Undrawn Commitments and to receive the same, and to the enforcement thereof;
- (e) supporting obligations of any of the foregoing;

and to the extent not listed above as original Collateral, proceeds and products of, and accessions to, each of the above assets. The term Collateral excludes any rights of any Security Provider (i) in respect of a Defaulting Partner pursuant to 3.5.3(ii) of the Partnership Agreement; (ii) in respect of VTIC and/or SFIC, save for the right to receive or enforce payment of any amounts which are the subject of a Drawdown Notice and/or a Recycling Drawdown Notice issued to VTIC and/or SFIC (which for the avoidance of doubt, may not be issued by the Security Agent) and which are expressed to be for the purposes of clause 4.3.1(i), clause 4.3.1(v) or clause 4.3.1(viii) of the Partnership Agreement, or with the approval of Investor Advisory Board by IAB Special Consent clause 4.3.1(vi) of the Partnership Agreement.

Commitment has the meaning ascribed to such term in the Partnership Agreement.

Contribution has the meaning ascribed to such term in the Partnership Agreement.

Counterpart means a counterpart to this Agreement entered into pursuant to Clause 12.3 (Additional Security Providers) substantially in the form of Exhibit 1.

Defaulting Partner has the meaning ascribed to such term in the Partnership Agreement.

Drawdown Notices has the meaning ascribed to such term in the Partnership Agreement.

IAB Special Consent has the meaning ascribed to such term in the Partnership Agreement.

Investor Advisory Board shall have the meaning ascribed to such term in the Partnership Agreement.

Lien means any security interest, lien, mortgage, pledge, encumbrance, charge, assignment, hypothecation, adverse claim, claim, or restriction on assignment, transfer or pledge or any other arrangement having the effect of conferring security.

Limited Partner has the meaning ascribed to such term in the Partnership Agreement.

Partnership Agreement means that certain Amended and Restated Limited Partnership Agreement constituting Softbank Vision Fund (AIV M3) L.P., dated 6 March 2019, by and among, amongst others, the General Partner and Net Culture GK, as amended, extended, restated, updated, supplemented or otherwise modified through the date hereof and from time to time hereafter in compliance with the terms of the Facility Agreement.

Recycling Drawdown Notices has the meaning ascribed to such term in the Partnership Agreement.

Relevant States means each of:

- (a) the state of a Security Provider's incorporation or organization, or if a Security Provider is incorporated or organized under the laws of a jurisdiction outside the United States, Puerto Rico, the United States Virgin Islands or any territory or possession subject to the jurisdiction of the United States and does not have its chief executive office or sole place of business in any state, then the District of Columbia; and
- (b) the state where a Security Provider has its chief executive office or sole place of business.

Secured Liabilities means, with respect to each Security Provider, each liability and obligation of such Security Provider specified in Clause 2 (Secured Liabilities).

Security means any security interest created by this Agreement.

Security Period means the period beginning on the date of this Agreement and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full. The Security Period will be extended to take into account any extension or reinstatement of this Agreement under Clause 3.2(b) (General).

SFIC means Sixty Fourth SBVF 5 RSC Limited and includes any of its Substitute Limited Partners.

Substitute Limited Partner shall have the meaning given to it in the Partnership Agreement (or as applicable, the relevant AIV Agreement (as defined in the Facility Agreement)).

UCC means the Uniform Commercial Code as in effect from time to time in the State of New York; provided that, if by reason of mandatory provisions of law, the attachment, perfection, the effect of perfection or non-perfection, priority of a security interest or remedy is governed by the personal property security laws of any jurisdiction other than New York, "UCC" shall mean those personal property security laws as in effect, from time to time, in such other jurisdiction for the purposes of the provisions hereof relating to such attachment, perfection, priority or remedy and for the definitions related to such provisions.

Undrawn Commitments shall have the meaning ascribed to such term in the Partnership Agreement.

VTIC means The Saudi Fourth Technology Investment Company and includes any of its Substitute Limited Partners.

1.2 Construction

- (a) Any term defined in the UCC and not defined in this Agreement has the meaning given to that term in the UCC.
- (b) Any term defined in the Facility Agreement and not defined in this Agreement or the UCC has the meaning given to that term in the Facility Agreement.
- (c) No reference to **proceeds** in this Agreement authorizes any sale, transfer or other disposition of Collateral by any Security Provider.
- (d) In this Agreement, unless the contrary intention appears, a reference to:
 - (i) an **amendment** includes a supplement, novation, restatement or re-enactment and **amended** will be construed accordingly;

- (ii) Clause or Subclause is a reference to a Clause or Subclause of this Agreement;
 - (iii) a law is a reference to that law as amended or re-enacted and to any successor law;
 - (iv) an agreement is a reference to that agreement as amended;
 - (v) **fraudulent transfer law** means any applicable U.S. Bankruptcy Law or state fraudulent transfer or conveyance statute, and the related case law; and
 - (vi) **law** includes any law, statute, regulation, regulatory requirement, rule, ordinance, ruling, decision, treaty, directive, order, guideline, regulation, policy, writ, judgment, injunction or request of any court or other governmental, inter-governmental or supranational body, officer or official, fiscal or monetary authority, or other ministry or public entity (and their interpretation, administration and application), whether or not having the force of law.
- (e) In this Agreement:
- (i) **includes** and **including** are not limiting;
 - (ii) **or** is not exclusive; and
 - (iii) the headings are for convenience only, do not constitute part of this Agreement and are not to be used in construing it.

2. SECURED LIABILITIES

2.1 Secured Liabilities

Each obligation and liability whether present or future, actual, contingent or unliquidated of each Security Provider and each Obligor to any Finance Party under or in connection with each Finance Document is a Secured Liability.

2.2 Specification of Secured Liabilities

The Secured Liabilities include any liability or obligation for:

- (a) repayment of the principal of any Loan;
- (b) payment of interest and any other amount payable under the Facility Agreement;
- (c) payment and performance of all other obligations and liabilities of a Security Provider or any Obligor under the Finance Documents;
- (d) payment of any amount owed under any amendment, modification, renewal, extension or novation of any of the above obligations; and
- (e) payment of an amount which arises after a petition is filed by, or against, a Security Provider or any other Obligor under the US Bankruptcy Code of 1978 even if the obligations do not accrue because of the automatic stay under Section 362 of the US Bankruptcy Code of 1978 or otherwise.

3. CREATION OF SECURITY

3.1 Security Interest

As security for the prompt and complete payment and performance of the Secured Liabilities when due (whether due because of stated maturity, acceleration, mandatory prepayment, or otherwise) and to induce the Lenders to make the Loans:

- (a) the Manager hereby grants a continuing security interest in the Collateral to the Security Agent for the benefit of the Finance Parties;
- (b) the General Partner grants a continuing security interest in the Collateral (to the extent and at such times as the General Partner has rights in the Collateral and the power to grant security over such rights) to the Security Agent for the benefit of the Finance Parties; and
- (c) subject to acquiring the power to exercise rights under clause 4.1.3 of the Partnership Agreement (including the power to grant security over such rights), the General Partner grants a continuing security interest in the Collateral arising out of or relating to the Partnership Agreement to the Security Agent for the benefit of the Finance Parties.

3.2 General

- (a) All the Security created under this Agreement:
 - (i) is continuing security for the irrevocable and indefeasible payment in full of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part;
 - (ii) is in addition to, and not in any way prejudiced by, any other security now or subsequently held by any Finance Party.
- (b) If, at any time for any reason (including the bankruptcy, insolvency, receivership, reorganization, dissolution or liquidation of a Security Provider or any Obligor or the appointment of any receiver, intervenor or conservator of, or agent or similar official for, a Security Provider or any Obligor or any of their respective properties), any payment received by the Security Agent or any other Finance Party in respect of the Secured Liabilities is rescinded or avoided or must otherwise be restored or returned by the Security Agent or any other Finance Party, that payment will not be considered to have been made for purposes of this Agreement, and this Agreement will continue to be effective or will be reinstated, if necessary, as if that payment had not been made.
- (c) This Agreement is enforceable against each Security Provider to the maximum extent permitted by the fraudulent transfer laws.

4. PERFECTION AND FURTHER ASSURANCES

4.1 General perfection

Each Security Provider must take, at its own expense, promptly, and in any event within any applicable time limit:

- (a) whatever action is necessary; and

(b) any action which the Security Agent or any other Finance Party may reasonably require,

to ensure that this Security is as of the date hereof, and will continue to be until the end of the Security Period, a validly created, attached, enforceable and perfected first priority continuing security interest in the Collateral, in all relevant jurisdictions, securing payment and performance of the Secured Liabilities.

This includes the giving of any notice, order or direction, the making of any filing or registration, the passing of any resolution and the execution and delivery of any documents or agreements which the Security Agent may think expedient.

4.2 Filing of financing statements

Each Security Provider authorizes the Security Agent to prepare and file, at the Security Provider's expense:

- (a) financing statements describing the Collateral;
- (b) continuation statements; and
- (c) any amendment in respect of those statements.

4.3 Further assurances

- (a) Each Security Provider must take, at its own expense, promptly, and in any event within any applicable time limit, whatever action the Security Agent may require for:
 - (i) creating, attaching, perfecting, and maintaining the priority of, any security interest intended to be created by this Agreement;
 - (ii) facilitating the enforcement of this Security or the exercise of any right, power or discretion exercisable by the Security Agent or any of its delegates or sub-delegates in respect of any Collateral; and
 - (iii) facilitating the assignment or transfer of any rights and/or obligations of the Security Agent or any other Finance Party under this Agreement.

This includes the execution and delivery of any transfer, assignment or other agreement or document, whether to the Security Agent or its nominee, which the Security Agent may think expedient.

- (b) Each Security Provider irrevocably constitutes and appoints the Security Agent, with full power of substitution, as such Security Provider's true and lawful attorney-in-fact, in such Security Provider's name or in the Security Agent's name or otherwise, and at such Security Provider's expense, to perfect any security interest created by this Agreement without notice to or the consent of such Security Provider if any such actions have not been taken by the relevant Security Provider promptly and in any event within any applicable time limit, in each case not to exceed 5 days (or such longer time limit set forth in this Agreement). This power of attorney is a power coupled with an interest and cannot be revoked. Each Security Provider ratifies and confirms all actions taken by the Security Agent or its agents under this power of attorney.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and warranties

The representations and warranties set out in this Clause are made by each Security Provider to each Finance Party.

5.2 The Security Providers

(a) The General Partner

- (i) Its exact legal name, as it appears in the public records of its jurisdiction of incorporation or organization, is SVF GP (Jersey) Limited. It has not changed its name, whether by amendment of its organizational documents, reorganization, merger or otherwise, since its date of organization.
- (ii) Its organizational identification number, as issued by its jurisdiction of organization is 122662.
- (iii) Its chief executive office is located at Aztec Group House 11-15 Seaton Place St Helier Jersey JE4 0QH. It has not changed its chief executive office within the past five years.
- (iv) It keeps at its address indicated in Clause 16 (Notices) its corporate records and all records, documents and instruments constituting, relating to or evidencing Collateral.

(b) The Manager

- (i) Its exact legal name, as it appears in the public records of its jurisdiction of incorporation or organization, is SB Investment Advisers (UK) Limited. It has not changed its name, whether by amendment of its organizational documents, reorganization, merger or otherwise, since its date of incorporation.
- (ii) Its organizational identification number, as issued by its jurisdiction of incorporation is 10498335.
- (iii) Its chief executive office is located at 69 Grosvenor Street, London W1K 3JP. It has not changed its chief executive office within the past five years.
- (iv) It keeps at its address indicated in Clause 16 (Notices) its corporate records and all records, documents and instruments constituting, relating to or evidencing Collateral.

5.3 The Collateral

(a) Except as permitted under the Facility Agreement:

- (i) each Security Provider is the sole legal and beneficial owner of, and has the power to transfer and grant a security interest in, its portion of Collateral;
- (ii) none of the Collateral is subject to any Lien other than the Security Agent's security interest;

- (iii) no Security Provider has agreed or committed to sell, assign, pledge, transfer, license, lease or encumber any of the Collateral, or granted any option, warrant or right with respect to any of the Collateral; and
- (iv) no effective mortgage, deed of trust, financing statement, security agreement or other instrument similar in effect is on file or of record with respect to any Collateral, except for those that create, perfect or evidence the Security Agent's security interest.

5.4 No liability

- (a) Neither the Security Agent nor any other Finance Party, unless it expressly agrees in writing, will have any liabilities or obligations under any contractual obligation that constitutes part of the Collateral as a result of this Agreement, the exercise by the Security Agent of its rights under this Agreement or otherwise; and
- (b) neither the Security Agent nor any other Finance Party has or will have any obligation to collect upon or enforce any contractual obligation or claim that constitutes part of the Collateral, or to take any other action with respect to the Collateral.

5.5 Consideration and solvency

- (a) Terms used in this Subclause have the meanings given to them in, and must be construed in accordance with, the fraudulent transfer laws.
- (b) The sum of each Security Provider's debts (including its obligations under this Agreement) is less than the value of its property (calculated at the lesser of fair valuation and present fair saleable value).
- (c) Each Security Provider's capital is not unreasonably small to conduct its business as currently conducted or as proposed to be conducted.
- (d) No Security Provider has incurred, intends to incur or believes it will incur debts beyond its ability to pay as they mature.
- (e) No Security Provider has made a transfer or incurred an obligation under this Agreement with the intent to hinder, delay or defraud any of its present or future creditors.

5.6 Times for making representations and warranties

- (a) The representations and warranties set out in this Agreement (including in this Clause) are made on the date of this Agreement.
- (b) Unless a representation and warranty is expressed to be given at a specific date, all representations and warranties under this Agreement are deemed to be repeated by each Security Provider on each Utilisation Date with reference to the facts and circumstances then existing.
- (c) When representations and warranties are repeated, they are applied to the circumstances existing at the time of repetition.
- (d) The representations and warranties of the Security Providers contained in this Agreement or made by a Security Provider in any certificate, notice or report delivered under this Agreement will survive each

Utilisation Date, the making and repayment of the Loans, and any novation, transfer or assignment of the Loans.

6. UNDERTAKINGS

6.1 Undertakings

Each Security Provider agrees to be bound by the covenants set out in this Clause.

6.2 The Collateral

- (a) Except as permitted under the Facility Agreement:
 - (i) must maintain sole legal and beneficial ownership of the Collateral; and
 - (ii) must not sell, assign, transfer, pledge, license, lease or encumber, or grant any option, warrant, or right with respect to, any of the Collateral, or agree or contract to do any of the foregoing.
- (b) Each Security Provider, at the Security Agent's reasonably request, must appear in and defend any action or proceeding that could reasonably be expected to materially and adversely affect such Security Provider's title to or the Security Agent's security interest in all or any material part of the Collateral.
- (c) Each Security Provider must pay when due (and in any case before any penalties are assessed or any Lien is imposed on any Collateral) all taxes, assessments and charges imposed on or in respect of Collateral and all claims against the Collateral.

7. WHEN SECURITY BECOMES ENFORCEABLE

This Security may be enforced by the Security Agent at any time after an Event of Default has occurred and is continuing and notice of enforcement has been delivered by the Security Agent.

8. ENFORCEMENT OF SECURITY

8.1 General

- (a) After this Security has become enforceable, the Security Agent may immediately, in its absolute discretion, exercise any right under:
 - (i) applicable law; or
 - (ii) this Agreement,to enforce all or any part of the Security in respect of any Collateral in any manner or order it sees fit.
- (b) This includes:
 - (i) notifying any or all parties obligated to AIV M3 with respect to Contributions, in its own name or the name of AIV M3, the General Partner or the Manager, to make all payments due or to become due thereon directly to the Security Agent at an account specified by the Security Agent in such notice, or to initiate one or more calls for Contributions in order to pay the Secured Liabilities or for any other purpose contemplated by any Finance Document (which calls for

Contributions may be in any amount required to result in payment in full of the outstanding Secured Liabilities but in any event not in excess of such Limited Partner's obligations to make Contributions to AIV M3 as set forth in the Partnership Agreement);

- (ii) with or without the notice described in Subclause (i) above:
 - (A) making calls for Contributions in the name of AIV M3, the General Partner or the Manager;
 - (B) taking or bringing all steps, actions, suits or proceedings reasonably deemed by the Security Agent to be necessary or desirable to effect possession or collection of payments in respect of any Commitments or Contributions, including in the name of AIV M3, the General Partner or the Manager;
 - (C) completing any contract or agreement of AIV M3 in any way related to any of the Commitments or Contributions;
 - (D) taking such actions with respect to the Commitments as are necessary in order to pay the Secured Liabilities, and to perform the Partnership Agreement on behalf of each Security Provider to the extent required to effect such actions;
 - (E) making allowances or adjustments related to calls for Contributions;
 - (F) compromising any claims related to calls for Contributions;
 - (G) issuing credit in its own name or the name of AIV M3, the General Partner or the Manager to the extent necessary to reflect the making of a Contribution to AIV M3 that is not otherwise reflected in the capital accounts of AIV M3; or
 - (H) exercising any other right, privilege, power, or remedy provided to AIV M3, the General Partner or the Manager under the Partnership Agreement in relation to the right to call for and to receive Contributions;
- (iii) on behalf of AIV M3, the General Partner or the Manager, endorsing the name of AIV M3, the General Partner or the Manager, upon any check, draft, instrument, receipt, instruction or other document, agreement or item, including, but not limited to, any item evidencing payment upon a Contribution of any person to AIV M3 coming into the Security Agent's or any Finance Party's possession, and receiving and applying the proceeds therefrom in accordance with the terms of the Facility Agreement;
- (iv) any rights and remedies available to the Security Agent under applicable law and under the UCC (whether or not the UCC applies to the affected Collateral and regardless of whether or not the UCC is the law of the jurisdiction where the rights or remedies are asserted) as if those rights and remedies were set forth in this Agreement in full;
- (v) transferring or assigning to, or registering in the name of, the Security Agent or its nominees any of the Collateral;
- (vi) exercising any consent and other rights relating to any Collateral;

- (vii) performing or complying with any contractual obligation that constitutes part of the Collateral;
- (viii) asserting, instituting, filing, defending, settling, compromising, adjusting, discounting or releasing any suit, action, claim, counterclaim, right of set-off or other right or interest relating to any Collateral;
- (ix) executing and delivering acquittances, receipts and releases in respect of Collateral; and
- (x) exercising any other right or remedy available to the Security Agent under the other Finance Documents or any other agreement between the parties.

8.2 Collections after an Event of Default

- (a) If an Event of Default occurs and is continuing and notice of enforcement has been delivered by the Security Agent, each Security Provider must hold all funds and other property received or collected in respect of the Collateral in trust for the Security Agent, and must keep these funds and this other property segregated from all other funds and property so as to be capable of identification.
- (b) Each Security Provider must deliver those funds and that other property to the Security Agent in the identical form received, properly endorsed or assigned when required to enable the Security Agent to complete collection.
- (c) After the occurrence and during the continuation of an Event of Default, no Security Provider may settle, compromise, adjust, discount or release any claim in respect of Collateral.

8.3 Security Agent's rights upon default

- (a) Each Security Provider irrevocably constitutes and appoints the Security Agent, with full power of substitution, as such Security Provider's true and lawful attorney-in-fact, in such Security Provider's name or in the Security Agent's name or otherwise, and at such Security Provider's expense, to take any of the actions authorized by this Agreement or permitted under applicable law upon the occurrence and during the continuation of an Event of Default, without notice to or the consent of such Security Provider. This power of attorney is a power coupled with an interest and cannot be revoked. Each Security Provider ratifies and confirms all actions taken by the Security Agent or its agents under this power of attorney.
- (b) Each Security Provider agrees that 10 days' notice shall constitute reasonable notice in connection with any sale, transfer or other disposition of Collateral.
- (c) The Security Agent may comply with any applicable state or federal law requirements in connection with a disposition of Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of Collateral.
- (d) The grant to the Security Agent under this Agreement of any right, power or remedy does not impose upon the Security Agent any duty to exercise that right, power or remedy. The Security Agent will have no obligation to take any steps to preserve any claim or other right against any person or with respect to any Collateral. Without limiting the foregoing, neither the Security Agent nor any Finance Party shall be liable for the failure of the Security Agent to collect or exercise diligence in the collection, possession or any transaction concerning, all or part of the Commitments or the Contributions, notices of calls for Contributions delivered to Limited Partners, or sums due or paid thereon, nor shall the Security Agent or

any Finance Party be under any obligation whatsoever to anyone by virtue of the Security granted herein. Neither the Security Agent nor any Finance Party shall be deemed to make at any time any representation or warranty as to the validity of any notice of calls for Contributions delivered to Limited Partners nor shall the Security Agent nor any Finance Party be accountable for AIV M3's use of the proceeds of any notice of calls for Contributions delivered to Limited Partners.

- (e) Without limiting any rights of the Security Agent herein, each Security Provider hereby irrevocably appoints the Security Agent as the sole party entitled in the name of AIV M3 and/or such Security Provider upon the occurrence and during the continuance of an Event of Default, to make any calls for Contributions upon the Limited Partners pursuant to the terms of the Partnership Agreement without the necessity of further action by such Security Provider.
- (f) Each Security Provider bears the risk of loss, damage, diminution in value, or destruction of the Collateral.
- (g) The Security Agent makes no express or implied representations or warranties with respect to any Collateral or other property released to a Security Provider or its successors and assigns.
- (h) Each Security Provider agrees that the Security Agent will have met its duty of care under applicable law if it holds, maintains and disposes of Collateral in the same manner that it holds, maintains and disposes of property for its own account.
- (i) Except as set forth in this Clause or as required under applicable law, the Security Agent will have no duties or obligations under this Agreement or otherwise with respect to the Collateral or under the Partnership Agreement, except that the Security Agent shall be bound by the provisions of the Partnership Agreement in exercising rights or remedies thereunder assigned to the Security Agent hereunder.
- (j) The sale, transfer or other disposition under this Agreement of any right, title, or interest of a Security Provider in any item of Collateral will:
 - (i) operate to divest such Security Provider permanently and all persons claiming under or through such Security Provider of that right, title, or interest, and
 - (ii) be a perpetual bar, both at law and in equity, to any claims by such Security Provider or any person claiming under or through such Security Provider

with respect to that item of Collateral.

8.4 No marshaling

- (a) The Security Agent need not, and each Security Provider irrevocably waives and agrees that it will not invoke or assert any law requiring the Security Agent to:
 - (i) attempt to satisfy the Secured Liabilities by collecting them from any other person liable for them; or
 - (ii) marshal any security or guarantee securing payment or performance of the Secured Liabilities or any particular asset of such Security Provider.

- (b) The Security Agent may release, modify or waive any collateral or guarantee provided by any other person to secure any of the Secured Liabilities, without affecting the Security Agent's rights against any Security Provider.

9. APPLICATION OF PROCEEDS

Any moneys received in connection with the Collateral by the Security Agent after this Security has become enforceable must be applied as set forth in Clause 27 of the Facility Agreement.

10. DELEGATION

10.1 Power of attorney

The Security Agent may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under or in connection with this Agreement.

10.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent may think fit.

10.3 Liability

The Security Agent will not be in any way liable or responsible to any Security Provider for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

11. EVIDENCE AND CALCULATIONS

In the absence of manifest error, the records of the Security Agent are conclusive evidence of the existence and the amount of the Secured Liabilities.

12. CHANGES TO THE PARTIES

12.1 Security Providers

No Security Provider may assign, delegate or transfer any of its rights or obligations under this Agreement without the consent of the Lenders, and any purported assignment, delegation or transfer in violation of this provision shall be void and of no effect.

12.2 Security Agent

- (a) The Security Agent may assign or transfer its rights and obligations under this Agreement in the manner permitted under the Facility Agreement.
- (b) Each Security Provider waives and will not assert against any assignee of the Security Agent any claims, defenses or set-offs which such Security Provider could assert against the Security Agent except for defenses which cannot be waived under applicable law.

12.3 Additional Security Providers

- (a) The initial Security Providers hereunder shall be each of the Security Providers that is a signatory to this Agreement on the date hereof. From time to time subsequent to the date hereof, additional persons may become Additional Security Providers by executing a Counterpart. Upon delivery of any such Counterpart to the Security Agent, notice of which is hereby waived by each Security Provider, each such Additional Security Provider shall be a Security Provider and shall be as fully a party to this Agreement as if such Additional Security Provider were an original signatory hereto.
- (b) Each Security Provider expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Security Provider hereunder, nor by an election of the Security Agent not to cause any person to become an Additional Security Provider hereunder.
- (c) This Agreement shall be fully effective as to any Security Provider that is or becomes a party hereto regardless of whether any other person becomes or fails to become or ceases to be a Security Provider under this Agreement.

12.4 Successors and assigns

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of each Security Provider and the Security Agent.

13. MISCELLANEOUS

13.1 Amendments and waivers

Any term of this Agreement may be amended or waived only by the written agreement of each Security Provider and the Security Agent; *provided that* this Agreement may be modified by the execution of a Counterpart by an Additional Security Provider in accordance with Clause 12.3 (Additional Security Providers) and each Security Provider hereby waives any requirement of notice of or consent to any such amendment.

13.2 Waivers and remedies cumulative

- (a) The rights and remedies of the Security Agent under this Agreement:
 - (i) may be exercised as often as necessary;
 - (ii) are cumulative and not exclusive of its rights under applicable law; and
 - (iii) may be waived only in writing and specifically.
- (b) Delay in exercising, or non-exercise, of any right or remedy under this Agreement is not a waiver of that right or remedy.

13.3 Counterparts

This Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

14. SEVERABILITY

If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other term of this Agreement.

15. RELEASE

At the end of the Security Period, the Security Agent must, at the request and cost of the Security Providers, take whatever action is necessary to release the Collateral from this Security.

16. NOTICES

Any communication in connection with this Agreement must be given in accordance with Clause 32 of the Facility Agreement.

17. GOVERNING LAW

This Agreement, the relationship between the Security Providers and the Finance Parties and any claim or dispute (whether sounding in contract, tort, statute or otherwise) relating to this Agreement or that relationship shall be governed by and construed in accordance with law of the State of New York including section 5-1401 of the New York General Obligations Law but excluding any other conflict of law rules that would lead to the application of the law of another jurisdiction. If the law of a jurisdiction other than New York is, under section 1-301(c) of the UCC, mandatorily applicable to the perfection, priority or enforcement of any security interest granted under this Agreement in respect of any particular Collateral, that other law shall apply solely to the matters of perfection, priority or enforcement to which it is mandatorily applicable.

18. ENFORCEMENT

18.1 Jurisdiction

- (a) For the benefit of the Security Agent, each Security Provider agrees that any New York State court or Federal court sitting in the City and County of New York has jurisdiction to settle any disputes in connection with this Agreement and accordingly submits to the jurisdiction of those courts.
- (b) Each Security Provider:
 - (i) waives objection to the New York State and Federal courts on grounds of personal jurisdiction, inconvenient forum or otherwise as regards proceedings in connection with this Agreement; and
 - (ii) agrees that a judgment or order of a New York State or Federal court in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.
- (c) Nothing in this Clause limits the right of the Security Agent or any other Finance Party to bring proceedings against any Security Provider in connection with this Agreement:

- (i) in any other court of competent jurisdiction; or
- (ii) concurrently in more than one jurisdiction.

18.2 Service of Process

- (a) Each Security Provider irrevocably appoints SB Investment Advisers (US) Inc., located at 1 Circle Star Way 4th Floor, San Carlos, CA 94070, as its agent for service of process in relation to proceedings before any courts located in the State of New York in connection with this Agreement.
- (b) Each Security Provider agrees to maintain an agent for service of process in the United States until the end of the Security Period;
- (c) Each Security Provider agrees that failure by a process agent to notify such Security Provider of the process will not invalidate the proceedings concerned;
- (d) Each Security Provider consents to the service of process relating to any proceedings by a notice given in accordance with Clause 16 (Notices) above; and
- (e) If the appointment of any person mentioned in paragraph (a) above ceases to be effective, such Security Provider must immediately appoint a further person in the State of New York to accept service of process on its behalf in the State of New York, and, if such Security Provider does not appoint a process agent within 15 days, such Security Provider authorizes the Security Agent to appoint a process agent for such Security Provider.

18.3 Complete Agreement

This Agreement and the other Finance Documents contain the complete agreement between the parties on the matters to which they relate and supersede all prior commitments, agreements and understandings, whether written or oral, on those matters.

18.4 Waiver of Jury Trial

THE SECURITY PROVIDER AND THE SECURITY AGENT (FOR ITSELF AND ON BEHALF OF THE OTHER FINANCE PARTIES) WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

18.5 Acknowledgement and Consent to Bail-In of EEA Financial Institutions

Notwithstanding anything to the contrary in this Agreement or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of the Security Agent arising under this Agreement, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by the Security Agent; and
- (b) the effects of any Bail-in Action on any such liability, including, if applicable:

- (i) a reduction in full or in part or cancellation of any such liability;
- (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement; or
- (iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

Bail-In Action means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

Bail-In Legislation means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

EEA Financial Institution means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

EEA Member Country means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

EEA Resolution Authority means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

EU Bail-In Legislation Schedule means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

Write-Down and Conversion Powers means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

The undersigned, intending to be legally bound, have executed and delivered this Agreement on the date stated at the beginning of this Agreement.

SIGNATORIES

Security Providers

Signed for and on behalf of SVF GP (JERSEY) LIMITED
acting in its capacity as general partner of SoftBank Vision Fund (AIV M3) L.P.

By: Adam Gulley

Title: Director

Signed for and on behalf of SB INVESTMENT ADVISERS (UK) LIMITED
acting in its capacity as manager of SoftBank Vision Fund (AIV M3) L.P.

By:

Title:

SIGNATORIES

Security Providers

Signed for and on behalf of SVF GP (JERSEY) LIMITED
acting in its capacity as general partner of SoftBank Vision Fund (AIV M3) L.P.

By:

Title:

Signed for and on behalf of SB INVESTMENT ADVISERS (UK) LIMITED
acting in its capacity as manager of SoftBank Vision Fund (AIV M3) L.P.

By:



Title: *DIRECTOR.*

Security Agent

MIZUHO BANK LTD.

By:

Title:



Hashid Kazi
Associate
Loan Agency

EXHIBIT 1

FORM OF COUNTERPART

THIS COUNTERPART (this **Counterpart**), dated [●], is delivered pursuant to Clause 12.3 (Additional Security Providers) of the Security Agreement referred to below.

1. Agreements

The undersigned hereby agrees that this Counterpart may be attached to the Security Agreement, dated [●], 2019 (as amended, restated, supplemented or otherwise modified from time to time, the **Security Agreement**), between SVF GP (Jersey) Limited as general partner of Softbank Vision Fund (AIV M3) L.P., SB Investment Advisers (UK) Limited and the Security Providers from time to time party thereto, as security providers, and Mizuho Bank, Ltd, as Security Agent. Any term defined in the Security Agreement and not defined in this Counterpart has the meaning given to that term in the Security Agreement.

The undersigned by executing and delivering this Counterpart becomes a Security Provider under the Security Agreement in accordance with Clause 12.3 (Additional Security Providers) thereof and agrees to be bound by all of the terms thereof.

Without limiting the generality of the foregoing, the undersigned hereby grants and/or confirms the grant pursuant to the Security Agreement of a continuing security interest in the Collateral to the Security Agent for the benefit of the Finance Parties, and makes the representations and warranties set forth in the Security Agreement, as amended hereby, to the extent relating to the undersigned.

[ADDITIONAL SECURITY PROVIDER]

(Authorized signatory)

By:

Title: