



**Registration of a Charge**

Company Name: **VIAPLAY GROUP UK LIMITED**

Company Number: **02228654**



XCWPT8ZT

Received for filing in Electronic Format on the: **12/02/2024**

**Details of Charge**

Date of creation: **08/02/2024**

Charge code: **0222 8654 0001**

Persons entitled: **INTERTRUST SWEDEN AB, SVEAVAGEN 9, 10TH FLOOR, 111 57  
STOCKHOLM, SWEDEN**

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: **CLIFFORD CHANCE LLP**



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

Company number: 2228654

Charge code: 0222 8654 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th February 2024 and created by VIAPLAY GROUP UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2024 .

Given at Companies House, Cardiff on 15th February 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

**SECURITY AGREEMENT**

dated 8 February 2024

between

Viaplay Group UK Limited

(**“Chargor”**)

and

Intertrust (Sweden) AB

(**“Security Agent”**)

in respect of the Chargor’s Bank Accounts

*[www.bahr.no](http://www.bahr.no)*

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SCHEDULE 1 Form of Notice of Charge of Bank Accounts

SCHEDULE 2 Form of Acknowledgement of Charge of Bank Accounts

THIS SECURITY AGREEMENT (the “**Security Agreement**”) is made on 8 February 2024 by and between:

- (1) **Viaplay Group UK Limited**, a limited liability company incorporated under the laws of England with registration number 02228654 (the “**Chargor**”); and
- (2) **Intertrust (Sweden) AB**, as security agent for itself and the other Secured Creditors (the “**Security Agent**”).

**WHEREAS:**

- (A) The Chargor, the Security Agent and the Secured Creditors, *among others*, have entered into an intercreditor agreement dated 8 February 2024, for the purposes of, *among other things*, regulating the ranking of debt and the sharing of the security between the Secured Creditors (as defined below) (the “**Intercreditor Agreement**”).
- (B) The Chargor and the Security Agent (acting on its own behalf and on behalf of the Secured Creditors) are entering into this Security Agreement for the purpose of securing the various obligations and liabilities under the Secured Documents (as defined below).

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Security Agreement:

“**Account Bank**” means Nordea Bank Abp, filial i Norge.

“**Bank Accounts**” means account with number [REDACTED] held with Nordea Bank Abp, filial i Norge, and each New Account which has been charged pursuant to paragraph (b) of Clause 6 (*Perfection*) of this Agreement, and the Chargor’s rights, title and interests in and to deposits on such accounts (including both present and future credit balances), accrued any interest and any commission payable thereon.

“**Enforcement Act**” means the Norwegian enforcement act of 1992 no. 86 (as amended from time to time).

“**Event of Default**” shall have the meaning ascribed to such term in the Intercreditor Agreement.

“**FA Act**” means the Norwegian financial agreements act of 18 December 2020 No. 146 (No. *finansavtaleloven*) (as amended or replaced from time to time).

“**FA Legislation**” means the FA Act and the Norwegian regulation on financial agreements of 19 September 2022 No. 1612 (No. *finansavtaleforskriften*) (as amended or replaced from time to time).

“**Financial Collateral Act**” means the Norwegian Act on financial collateral of 2004 no. 17 (as amended from time to time).

**“Mortgage Act”** means the Norwegian mortgage and liens act of 1980 no. 2 (as amended from time to time).

**“New Account”** means any bank account in Norway opened after the date of this Security Agreement and held by the Chargor (other than any Bonds/SCF Cash Accounts).

**“Secured Documents”** shall have the meaning ascribed thereto in the Intercreditor Agreement.

**“Secured Creditors”** has the meaning ascribed to such term in the Intercreditor Agreement.

**“Secured Obligations”** has the meaning ascribed to such term in the Intercreditor Agreement.

**“Security Interest”** means the assignment by way of security, charge and mortgage (as the case may be) over its rights, title and interest in and to the Bank Accounts as established pursuant to this Security Agreement.

**“Security Period”** shall have the meaning ascribed thereto in the Intercreditor Agreement.

**“Triggering Event”** shall have the meaning ascribed thereto in the Intercreditor Agreement.

## **1.2 Interpretation**

- (a) Unless otherwise defined in this Security Agreement, terms defined in the Intercreditor Agreement shall have the same meanings when used in this Security Agreement and the rules of construction set out in the Intercreditor Agreement shall apply also to this Security Agreement.
- (b) A reference in this Security Agreement to the Security Agent is always a reference to the Security Agent acting for itself and on behalf of the Secured Creditors (unless expressly stated otherwise).
- (c) No failure to exercise, nor any delay in exercising, on the part of the Security Agent and the Secured Creditors, any right or remedy under this Security Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights, remedies and powers provided in this Security Agreement are cumulative and not exclusive of any rights, remedies or powers provided by law.
- (d) The Secured Creditors may from time to time appoint a successor to the Security Agent in accordance with the terms of the Intercreditor Agreement by giving notice to the Chargor. With regards to the replacement of the Security Agent, the Chargor shall at the request of the Secured Creditors or the Security Agent take all actions necessary to preserve this Security Interest.
- (e) This Security Agreement is entered into subject to the terms of the Intercreditor Agreement. In the event of a conflict between the terms of this Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail. Notwithstanding the foregoing and irrespectively of the terms of the Intercreditor Agreement, if there is a risk that the validity, enforceability or perfection

of this Security Interest is adversely affected, the terms of this Security Agreement shall always prevail.

- (f) All notices served by the Chargor substantially in the form set out in the Schedules to this Security Agreement shall form an integrated part of this Security Agreement.

## **2. GRANT OF SECURITY**

As first priority security for the payment, discharge and performance of the Secured Obligations, the Chargor hereby charges its rights, title and interests in and to deposits on each Bank Account (including both present and future credit balances, any interest and any commission payable thereon) in favour of the Security Agent (on behalf of itself and the other Secured Creditors).

For the purpose of this Security Agreement the Secured Obligations are limited to SEK 15,940,000,000. In addition the Security Agreement shall secure interest, default interest, costs and expenses.

## **3. CONTINUING SECURITY**

- 3.1 The Security Interest shall be a continuing security, and shall extend to the ultimate balance of the Secured Obligations and shall continue in force notwithstanding any intermediate payment or discharge in part of the Secured Obligations.
- 3.2 This Agreement is in addition to and is not in any way prejudiced by any present or future guarantee, collateral, lien or other Security Interest held by the Secured Creditors.

## **4. THE SECURITY AGENT**

Clause 16 (*The Security Agent*) of the Intercreditor Agreement shall apply also in respect of this Security Agreement.

## **5. PRIORITY**

The Security Interest ranks with first priority.

## **6. PERFECTION**

- (a) The charges of the Bank Accounts shall promptly after signing of this Security Agreement be notified to the Account Banks. The Chargor undertakes upon signing of this Security Agreement to notify the Account Banks by sending notifications substantially in the form set out in Schedule 1 (*Form of Notice of Charge of Bank Accounts*) and shall use reasonable efforts to obtain acknowledgements from each Account Bank substantially in the form set out in Schedule 2 (*Form of Acknowledgement of Charge of Bank Accounts*) or in the form of another acknowledgement acceptable to the Security Agent within 30 Business Days of delivery of the notice.
- (b) The Chargor undertakes to charge in favour of the Security Agent, as a first ranking security interest, any New Account. The Chargor undertakes to immediately following the opening of a New Account effectuate and perfect such charge by sending a notification which includes a declaration of charge substantially in the form set out in Schedule 1 (*Form of Notice of Charge of Bank Accounts*) to the relevant bank and shall

use reasonable efforts to obtain an acknowledgement from the relevant bank substantially in the form set out in Schedule 2 (Form of Acknowledgement of Charge of Bank Accounts) or in the form of another acknowledgement acceptable to the Security Agent within 30 Business Days of delivery of the notice.

## **7. DISTRIBUTION RIGHTS**

- (a) Until an Event of Default has occurred and is continuing, the Chargor may freely deal with the Bank Accounts in the course of its business.
- (b) If an Event of Default has occurred and is continuing, the Security Agent may give notice to the Account Banks that the Bank Accounts shall be blocked, so that no further withdrawals or transfers may be made from the Bank Accounts without the prior consent of the Security Agent.

## **8. REPRESENTATIONS AND WARRANTIES**

8.1 The Chargor makes the following representations, in respect of itself and each Bank Account, to each of the Secured Creditors on the date of this Security Agreement:

- (a) The Chargor is the sole account holder of the Bank Accounts.
- (b) No other party has any right to withdraw or transfer moneys standing to the credit of the Bank Accounts, other than a member of the Group under any cash pool arrangement.
- (c) All moneys standing to the credit of the relevant Bank Account from time to time are available for immediate withdrawal.
- (d) The Chargor is the sole legal and beneficial owner of the Bank Accounts and no Security is in existence over the Bank Accounts or any part thereof or interest therein, and there is no claim by any person in respect of the ownership of the Bank Accounts outstanding against the Chargor.
- (e) There are no restrictions applicable to the Chargor or the relevant Bank Account, preventing the Chargor from charging the Bank Accounts.
- (f) No Chargor holds any bank account that is not subject to Transaction Security, save for any bank account held in jurisdictions where no Secured RCF Creditor or Secured Guarantee Facility Creditor can provide banking services.

8.2 The representations set out in Clause 8.1 are made by the Chargor from the date of this Security Agreement throughout the Security Period, by reference to the facts and circumstances from time to time existing.

## **9. COVENANTS**

- (a) The Chargor undertakes not to do or cause or permit to be done anything which will, or could be reasonably expected to adversely affect the security or the rights of the Security Agent hereunder in any respects or in a way which is detrimental to the interests of the Secured Creditors, and further undertakes to take such action as shall



from time to time be necessary to maintain the Security Interest in favour of the Security Agent hereunder.

- (b) In particular, the Chargor undertakes:
  - (i) not to encumber the Bank Accounts as security for any other obligations or permit to exist any such charge or any other encumbrances over the Bank Accounts, without the prior written consent of the Security Agent; and
  - (ii) without prejudice to Clause 7 (*Distribution Rights*), not to sell, transfer or dispose or agree or attempt to sell, transfer or dispose of any Bank Account and/or any deposit on such Bank Account or permit the same to occur.
- (c) Following the occurrence of an Event of Default, and for as long as it is continuing, the Chargor shall not open any New Account.

## 10. ENFORCEMENT

- 10.1 For the purpose of the Financial Collateral Act, this Security Agreement constitutes a financial collateral security arrangement (No: "*avtale om pantsettelse av finansiell sikkerhet*").
- 10.2 Upon the occurrence of a Triggering Event, the Security Agent shall be entitled, in its absolute discretion, to enforce all or any part of the Security Interest as it sees fit pursuant to the relevant provisions of law, including to
  - (a) exercise all ownership rights, including all creditor rights, in connection with the Bank Accounts, and to instruct the Account Banks to make payment directly to the Security Agent;
  - (b) sell or appropriate any amounts credited to any of the Bank Accounts to the Security Agent or any of the other Secured Creditors as provided for in the Financial Collateral Act; and/or
  - (c) do all other things in relation to the Bank Accounts as permitted according to the Intercreditor Agreement, to the extent permitted by applicable law, hereunder (but not limited to) the Enforcement Act, the Financial Collateral Act or the Mortgage Act.
- 10.3 Upon the occurrence of a Triggering Event and a demand by the Security Agent for repayment of any and all amounts outstanding from the Chargor to the Security Agent hereunder, the Security Agent shall have a separate right of set-off in respect of any credit balance, in any currency, on any account the Chargor might have with the Security Agent, against any amount owed by the Chargor to the Secured Creditors pursuant to the provisions of the Secured Documents.
- 10.4 Upon the occurrence of a Triggering Event and during the enforcement process, the Security Agent shall be entitled, in its absolute discretion, to elect to enforce all or any part of the security created by this Security Agreement:
  - (a) in accordance with the provisions of the Enforcement Act instead of the provisions set out in Clause 10.1 above (and *vice versa*); and/or

- (b) by any of the alternative methods set out in Clause 10.1 regardless of whether another method first has been initiated and/or completed.

Any subsequent remedy of a Triggering Event shall not in any way prejudice the enforcement of the Security Interest which had been initiated whilst such event was continuing.

- 10.5 Where reasonably practicable and not detrimental to the interests of the Secured Creditors (in each case in the sole opinion of the Security Agent), the Security Agent shall give notice of such intended or actual action to the Chargor before the exercise of any rights under Clauses 10.1 and/or 10.2.
- 10.6 The Chargor unconditionally and irrevocably authorises the Security Agent to disclose any information about the Chargor, the Bank Accounts and the Secured Obligations to any person that the Security Agent considers appropriate in connection with an enforcement or potential enforcement under this Clause 10.
- 10.7 Clause 15 (*Application of Proceeds*) of the Intercreditor Agreement shall apply also to this Agreement.

#### **11. INFORMATION, WAIVER AND ACKNOWLEDGEMENT**

- 11.1 Notwithstanding anything to the contrary in this Security Agreement or any other Secured Document, each Party agrees that none of the non-mandatory provisions of the FA Legislation shall apply to this Security Agreement or the other Secured Documents, such that only provisions that cannot be excluded by reference to section 1-9 (2) second sentence of the FA Act shall apply to this Security Agreement and the other Secured Documents, and the Chargor expressly waives such provisions of the FA Legislation and all principles of background law which can be derived from such provisions.
- 11.2 This Security Agreement shall remain in full force and effect from the date hereof and until all of the Secured Obligations have been fully satisfied.
- 11.3 The Secured Obligations will be secured to the extent set out in the Intercreditor Agreement. The Chargor is a party to the Intercreditor Agreement and is familiar with all security granted for the obligations of all the Secured Documents. Further, the Security Interest is security for obligations incurred prior to the date hereof, and such obligations may have been defaulted.
- 11.4 Without limiting the foregoing, the Chargor specifically waives (to the extent possible under statutory provisions of law):
  - (a) any requirement that the Security Agent, following the occurrence of a Triggering Event, first make demand upon or seek to enforce remedies against any other Obligor in respect of the amounts outstanding under the Secured Documents before demanding payment or seeking to enforce the Security Interest;
  - (b) any and all defences based on underlying relationships between the parties to the Secured Documents, other agreements or transactions whatsoever including (without limitation) any right to limit the liability under this Security Agreement resulting from any failure to give notice of any kind;

- (c) any right to exercise any rights of subrogation into the rights of the Security Agent under the Secured Documents or any security issued (including the Security Interest) or made pursuant to the Secured Documents until and unless all of the Secured Obligations have been fully satisfied;
  - (d) all the Chargor's rights to claim reimbursement from any other Obligor for payments made hereunder, until and unless all of the Secured Obligations have been fully satisfied; and
  - (e) any requirement that additional security be provided or maintained.
- 11.5 The Security Agent is entitled to amend, supplement, release or waive any other security provided for the Secured Obligations or any third-party relationship including (but not limited to) any rescission, waiver, amendment or modification of any term of provision thereof without the Chargor's consent.
- 11.6 Further, in particular but not limited to the following, the Chargor hereby agrees and accepts that:
- (a) the obligations of the Chargor hereunder are unconditional irrespective of the genuineness, validity, regularity or enforceability of the Secured Documents;
  - (b) the granting of time or any other indulgence to the Chargor and/or any other Obligor accorded by the Security Agent hereunder and/or under any of the Secured Documents shall not discharge the Chargor's liabilities under this Security Agreement;
  - (c) the Chargor's obligations under this Security Agreement shall not be affected in any way whatsoever by the existence of any other guarantee, indemnity, suretyship or similar instrument or by any collateral or security right provided by a third party for the Secured Obligations;
  - (d) if any payment by any other Obligor or any discharge given by the Security Agent (whether in respect of the Secured Obligations or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event; (i) the Security Interest shall continue as if the payment, discharge, avoidance or reduction had not occurred, and (ii) the Security Agent shall be entitled to recover the value or amount of that security or payment from any other Obligor, as if the payment, discharge, avoidance or reduction had not occurred; and
  - (e) the Secured Obligations and any derived liability whatsoever of the other Obligors towards the Security Agent in connection therewith may be secured in any way deemed necessary, excluding this Security Agreement, in the Security Agent's sole discretion.

## 12. POWER OF ATTORNEY

To the fullest extent permitted under applicable law, the Chargor hereby irrevocably appoints the Security Agent as its attorney-in-fact, with full power of substitution, but only after the occurrence of an Event of Default and for as long as it is continuing, to do any and all acts which the Chargor is obliged to, but which the Chargor has failed to do, under or in

connection with this Security Agreement (including, without limitation, to sign any notice and/or instruction on the Chargor's behalf).

**13. ASSIGNMENT**

The Security Agent may assign this Security Agreement and the Security Interest to a replacement Security Agent provided such assignment is permitted under the Secured Documents and provided that the Secured Creditors' participation in the relevant Secured Document is assigned simultaneously to the same assignee (if so required). With regards to any such assignment, the Chargor shall at the request of the Security Agent take all action necessary to preserve the Security Interest.

**14. COSTS AND EXPENSES**

Clause 27 (*Expenses and indemnities*) of the Intercreditor Agreement shall apply also to this Security Agreement.

**15. NOTICES**

Clause 25 (*Notices*) of the Intercreditor Agreement shall apply also to this Security Agreement.

**16. FORCE MAJEURE AND LIMITATION OF LIABILITY**

Clause 29 (*Force majeure and limitation of liability*) of the Intercreditor Agreement shall apply also to this Security Agreement.

**17. RELEASE**

- (a) The Security Agent shall, when all the Secured Obligations have been duly and irrevocably fulfilled and discharged, at the request and at the cost of the Chargor, promptly and unconditionally release the Security Interest by notifying the release to any party that have been notified of the Security Interest and as soon as reasonably practicable take any action which may be necessary and which it is able (acting reasonably) to do in order to release the Bank Accounts from the Security Interest.
- (b) Where an amount has been received by the Security Agent under Secured Documents or this Security Agreement, but the Security Agent determines that there is a reasonable risk that such payment will be avoided or otherwise set aside in the course of bankruptcy, company reorganisation or insolvency proceedings or other similar proceedings, such amount shall not be considered to have been irrevocably paid for the purposes of this Security Agreement.

**18. PRECEDENCE**

If there is a conflict between this Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall take priority over the provisions of this Security Agreement.

**19. DELEGATION**

Subject to the terms of the Intercreditor Agreement, the Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Security Agreement to any person

or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit.

**20. INVALIDITY**

If any provision of this Security Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

**21. GOVERNING LAW AND JURISDICTION**

- (a) This Security Agreement is governed by Norwegian law.
- (b) The courts of Oslo, Norway, have jurisdiction to settle any dispute arising out of or in connection with this Security Agreement (including a dispute regarding the existence, validity or termination of this Security Agreement) (a “**Dispute**”). The Chargor shall be prevented from taking proceedings relating to a Dispute in any other court than the Oslo District Court (No: *Oslo tingrett*).
- (c) Paragraph (b) above is for the benefit of the Security Agent (on behalf of itself and the other Secured Creditors) only. The Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions. Accordingly, the Oslo District Court (No: *Oslo tingrett*) has non-exclusive jurisdiction to settle any Dispute.

\*\*\*

SIGNATURE PAGE:

The Chargor:

Viaplay Group UK Limited

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

Name: Enrique Patricsson

Title:

The Security Agent:

Intertrust (Sweden) AB

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

Name:

Title:

**SIGNATURE PAGE:**

**The Chargor:**

Viaplay Group UK Limited


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

Name:

Title:

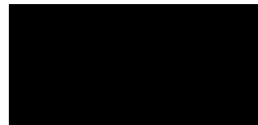
**The Security Agent:**

Intertrust (Sweden) AB

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

Name: Norea Marklund

Title: Junior Associate



Name: Mia Fogelberg

Title: Senior Associate

**SCHEDULE 1**  
**FORM OF NOTICE OF CHARGE OF BANK ACCOUNTS**

To: [name of account bank]

C.c.: Intertrust (Sweden) AB (as Security Agent)

Date: \_\_\_\_\_

**NOTIFICATION OF CHARGE OF BANK ACCOUNTS**

We hereby notify you that by a Security Agreement dated [●] (the “**Security Agreement**”), made by us as Chargor in favour of Intertrust (Sweden) AB (the “**Security Agent**”) on behalf of itself and the Secured Creditors:

- (a) we have agreed to charge, and hereby declare to charge all our rights, title and interests in and to deposits (including both present and future credit balances), any accrued interest and any commission payable thereon over accounts no. [●] and [●] (jointly, the “**Charged Accounts**”) in favour of the Security Agent;
- (b) we may freely withdraw, transfer or otherwise deal with the credit balance from time to time on the Charged Accounts, unless the Security Agent notifies you that an Event of Default has occurred and is continuing and that the Charged Accounts shall be blocked, upon which the Charged Accounts shall be blocked immediately and no further withdrawals can be made without the prior consent of the Security Agent;
- (c) if the Security Agent notifies you that an Event of Default has occurred and is continuing, the Security Agent may, in its discretion, give notice to you and may require payment of the balance on the Charged Accounts (including accrued interest) to the Security Agent or to an account designated by the Security Agent;
- (d) if notified by the Security Agent that an Event of Default has occurred and is continuing and that the Charged Accounts shall be blocked, the Security Agent shall have access to the same information as us regarding the Charged Accounts, both electronically and otherwise;
- (e) the Security Agent may from time to time appoint a successor as representative of the Secured Creditors;
- (f) the instructions herein contained cannot be revoked or varied by us without the prior written approval of the Security Agent; and
- (g) the charge shall not limit or in any other way affect the validity of any set-off right (whether conferred by law, contract law or otherwise) that you may have against any moneys standing to the credit of the Charged Accounts.

Please acknowledge receipt of this letter by returning a letter in the form attached to the Security Agent with a copy to us.



The provisions of this notice are governed by the laws of Norway.

Yours sincerely,  
for and on behalf of  
Viaplay Group UK Limited

By:

---

Name:

Title:

**SCHEDULE 2**  
**FORM OF ACKNOWLEDGEMENT OF CHARGE OF BANK ACCOUNTS**

To: Intertrust (Sweden) AB (as Security Agent)  
C.c.: Viaplay Group UK Limited

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT OF NOTICE OF A CHARGE**

We refer to a letter dated [●] from Viaplay Group UK Limited to ourselves notifying us of the charge over account number [●] and account number [●] (jointly, the “**Charged Accounts**”) as specified therein.

We confirm that:

- (a) we acknowledge and agree to the terms of the said notice of account charge;
- (b) the charge has been duly registered on the Charged Accounts;
- (c) we confirm that the Charged Accounts shall be blocked upon our receipt of a notice from you that an Event of Default has occurred and is continuing and that no further withdrawals may be made from the Charged Accounts without the prior consent of the Security Agent;
- (d) if the Security Agent notifies us that an Event of Default has occurred and is continuing, the Security Agent may require payment of the balance on the Charged Accounts including accrued interest to the Security Agent or to an account designated by the Security Agent;
- (e) we acknowledge that you will have access to the same information as Viaplay Group UK Limited regarding the Charged Accounts, both electronically and otherwise if we are notified by the Security Agent that an Event of Default has occurred and is continuing and that the Charged Accounts shall be blocked;
- (f) we are not aware of any other assignment of, or security interest over, the Charged Accounts; and
- (g) we acknowledge that the charge does not limit or in any other way affect the validity of any set-off right (whether conferred upon us by law, contract or otherwise) we may have against any moneys standing to the credit of the Charged Account(s).

The provisions of this letter are governed by the laws of Norway.

Yours sincerely,  
for and on behalf of  
[●]

By:

---

Name:

Title: