



**Registration of a Charge**

Company Name: **DAZN MEDIA SALES LIMITED**

Company Number: **05160606**



XC58XA5U

Received for filing in Electronic Format on the: **08/06/2023**

**Details of Charge**

Date of creation: **07/06/2023**

Charge code: **0516 0606 0011**

Persons entitled: **MGG LUX SV 1 S. À R.L., ACTING IN RESPECT OF ITS COMPARTMENT, COMPARTMENT TRACKSUIT (THE COLLATERAL AGENT)**

Brief description: **1. TRADEMARK "DUNK", REGISTRATION NO. 3311662 2. TRADEMARK "DUNK", REGISTRATION NO. UK00917917047 PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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:

**PROSKAUER ROSE (UK) LLP**



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

Company number: 5160606

Charge code: 0516 0606 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th June 2023 and created by DAZN MEDIA SALES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2023 .

Given at Companies House, Cardiff on 12th June 2023

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



**Companies House**



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

Dated 7 June 2023

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## DEBENTURE

BETWEEN

**(1) DAZN SPORTS MEDIA LIMITED**  
**AS PARENT**

**(2) THE PARENT AND THE SUBSIDIARIES OF THE PARENT LISTED IN Schedule 1**  
**AS ORIGINAL CHARGORS**

**(3) MGG LUX SV 1 S.À R.L., acting in respect of its compartment, Compartment Tracksuit**  
**AS COLLATERAL AGENT**

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## TABLE OF CONTENTS

1.	Definitions and interpretation.....	4
2.	Covenant to pay.....	10
3.	Fixed Security.....	10
4.	Floating charge.....	11
5.	Restrictions on dealing.....	12
6.	Real Property.....	12
7.	Investments.....	13
8.	Intellectual Property .....	15
9.	Accounts.....	16
10.	Insurances.....	18
11.	Specific Contracts.....	18
12.	Provisions as to Security .....	19
13.	Further Assurance.....	19
14.	When Security becomes enforceable.....	21
15.	Enforcement of Security.....	21
16.	Appointment of Receiver or Administrator.....	23
17.	Powers of Receivers .....	24
18.	Application of monies .....	24
19.	Protection of Purchasers.....	24
20.	Power of attorney .....	25
21.	Effectiveness of Security.....	25
22.	Prior Security Interests .....	28
23.	Subsequent Security Interests.....	28
24.	Release .....	28
25.	Suspense Accounts.....	29
26.	Notices.....	29
27.	Counterparts .....	29

28. Governing law and jurisdiction .....	29
Schedule 1 The Chargors.....	30
Schedule 2 Accounts .....	31
Part 1 Controlled Accounts .....	31
Part 2 Collection Accounts.....	31
Part 3 Deposit Accounts (Non-Sweep).....	31
Schedule 3 Shares.....	34
Schedule 4 Intellectual Property .....	35
Schedule 5 Insurance Policies .....	78
Schedule 6 Controlled Accounts .....	79
Part 1 Form of Notice Charge of Controlled Accounts .....	79
Part 2 Form of Acknowledgement of Charge of Controlled Account.....	81
Schedule 7 Accounts .....	86
Part 1 Form of Notice of Charged Accounts .....	86
Part 2 Acknowledgement of Security by Account Bank .....	88
Schedule 8 Insurance Policies .....	93
Part 1 Notice of Assignment of Insurance Policies .....	93
Part 2 Acknowledgement of Assignment by Insurer.....	94
Schedule 9 Specific Contracts.....	95
Part 1 Notice of Assignment of Specific Contracts.....	95
Part 2 Acknowledgement of Assignment by Counterparty .....	96
Schedule 10 Form of Security Accession Deed .....	97

**THIS DEBENTURE** is dated 7 June 2023 and made between:

- (1) **DAZN SPORTS MEDIA LIMITED**, a company incorporated in England and Wales with registration number 09691862 and whose registered office is 12 Hammersmith Grove, London, England (the “**Parent**”);
- (2) **THE SUBSIDIARIES OF THE PARENT LISTED IN Schedule 1** (*The Chargors*) (together with the Parent, the “**Original Chargors**”); and
- (3) **MGG LUX SV 1 S.À R.L.**, a Luxembourg private limited liability company existing under the laws of the Grand Duchy of Luxembourg and governed by the Luxembourg law of 22 March 2004 on securitization, having its registered office at 17 Boulevard F.W. Raiffeisen, L-2411 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg *Registre de Commerce et des Sociétés* (the Luxembourg register of commerce and companies) under number B 269397 acting in respect of its compartment, Compartment Tracksuit, as trustee for itself and the Secured Parties (the “**Collateral Agent**”).

## **BACKGROUND**

The Original Chargors are required to enter into this Debenture as a condition of the Loan Documents.

**IT IS AGREED** as follows:

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Debenture:

“**Account**” means:

- (a) the Collection Accounts;
- (b) the Controlled Accounts; and
- (c) the Deposit Accounts (Non-Sweep),

in each case, including all Related Rights.

“**Additional Chargor**” means a company which creates Security (or purports to create Security) over its assets in favour of the Collateral Agent by executing a Security Accession Deed.

“**Charged Assets**” means all of the assets and undertaking of each Chargor, both present and future, which from time to time are the subject of any Security Interests created (or expressed or purported to be created) by it in favour of the Collateral Agent by or pursuant to this Security.

“**Chargor**” means an Original Chargor and an Additional Chargor.

“**Collection Accounts**” has the meaning given to the term in the Senior Facilities Agreement and includes each of the accounts held by a Chargor with the account details set out in Part 2 (*Collection Accounts*) of Schedule 2 (*Accounts*) to this Debenture, including any replacement account or subdivision or subaccount of such account and

any other account that may from time to time be agreed between the Collateral Agent and the Parent to be a Collection Account.

**“Controlled Account”** has the meaning given to the term “Fixed Charge Account” in the Senior Facilities Agreement and includes each of the accounts held by a Chargor with the account details set out in Part 1 (*Controlled Accounts*) of Schedule 2 (*Accounts*) to this Debenture, including any replacement account or subdivision or subaccount of such account and any other account that may from time to time be agreed between the Collateral Agent and the Parent to be a Controlled Account.

**“Delegate”** means any delegate, agent, attorney or co-trustee appointed by the Collateral Agent.

**“Deposit Accounts (Non-Sweep)”** means each of the bank accounts of the Loan Parties other than Fixed Charge Accounts, Collection Accounts, Reinvestment Accounts and Excluded Accounts, opened or maintained by any Chargor with any bank, building society, financial institution or other person (and including any replacement account or subdivision or subaccount of that account and the accounts listed in Part 3 (*Deposit Accounts (Non-Sweep)*) of Schedule 2 (*Accounts*) to this Debenture).

**“Enforcement Event”** means the occurrence of an Event of Default which is continuing.

**“Event of Default”** has the meaning given to it in the Senior Facilities Agreement.

**“Excluded Assets”** means in respect of any asset, (i) any of such Loan Party’s right, title or interest in any personal property and fixtures of such Loan Party, the pledge or grant of a security interest in which would violate any Requirements of Law, (ii) any of such Loan Party’s right, title or interest in any lease, license, contract or agreement to which such Loan Party is a party or any of its right, title or interest thereunder or any property subject to a purchase money arrangement or capital lease agreement, to the extent, but only to the extent, that such a grant (A) would, under the express terms of such lease, license, contract, agreement or arrangement, violate or invalidate such lease, license, contract or agreement or such purchase money arrangement or capital lease agreement, create a right of termination in favor of any party thereto (other than the Loan Parties) or (B) would otherwise require consent under the express terms of such lease, license, contract, agreement or arrangement (other than from the Loan Parties) after giving effect to the applicable anti-assignment provisions of the Code or other applicable Requirements of Law; provided that (x) immediately upon, and to the extent of, the ineffectiveness, lapse, termination or waiver of any such provision, the Collateral shall include, and such Loan Party shall be deemed to have granted a security interest in, all such right, title and interest as if such provision had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent’s unconditional continuing security interest in and liens upon any rights or interests of a Loan Party in or to the proceeds of, or any monies due or to become due under, any such lease, license, contract or agreement, (iii) any intent-to-use United States trademark applications or service mark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral, (iv) all real property owned or leased by any Loan Party, (v) any of such Loan Party’s governmental licenses or state or local franchises, charters and



authorizations, to the extent, but only to the extent, that the granting of security interests therein is prohibited or restricted thereby or by any Requirements of Law after giving effect to the applicable anti-assignment provisions of the Code or other applicable Requirements of Law; provided that (x) immediately upon the ineffectiveness, lapse, termination or waiver of any such prohibition and restriction, the Collateral shall include, and such Loan Party shall be deemed to have granted a security interest in, all such right, title and interest as if such prohibition or restriction had never been in effect and (y) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Collateral Agent's unconditional continuing security interest in and liens upon any rights or interests of a Loan Party in or to the proceeds of, or any monies due or to become due under, any such license, contract or agreement, (vi) any of such Loan Party's right, title or interest in any assets (including any stock) to the extent a security interest in such assets would result in adverse tax consequences (other than de minimis consequences) to the Loan Parties or adverse regulatory consequences to the Loan Parties, in each case, as reasonably determined by the Collateral Agent and the Borrower, (vii) margin stock (within the meaning of Regulations T, U or X), and (viii) assets where the cost of obtaining a security interest therein exceeds the practical benefit to the Lenders afforded thereby, in each case, as reasonably determined by the Collateral Agent and the Borrower.

**“Insurance Policy”** means any contract or policy of insurance (including life insurance or assurance but excluding directors' and officers' insurance and any policies in respect of third party liability) in which any Chargor may from time to time have an interest together with all amounts payable to such Chargor under or in connection with each of those policies, and includes all Related Rights.

**“Intellectual Property”** means, in relation to a Chargor:

- (a) all of such Chargor's patents, trademarks, service marks, designs, business names, copyrights, database rights, software rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of such Chargor,

including the intellectual property specified in Schedule 4 (*Intellectual Property*) or any schedule to a Security Accession Deed, and includes all Related Rights, but does not include any intellectual property which cannot be secured under the terms of the relevant licensing agreement.

**“Intercreditor Agreement”** means the intercreditor agreement dated on or about the date of this Debenture between, among others, the Parent as a debtor, the Collateral Agent and the other parties listed therein.

**“Intra-Group Loan”** means any loan, which has a balance exceeding an amount equal to \$5,000,000 (or its equivalent in any other currency), by any Chargor as lender to any other member of the Group or Holding Company of the Group as borrower which remains outstanding for a period of five consecutive Business Days.

**“Investments”** means, in relation to a Chargor:

- (a) the Shares; and

- (b) all other shares, stocks, debentures, bonds, warrants, coupons, options, other securities and investments and rights to subscribe for other investments,

in each case whether held directly by, or to the order of, that Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf, and includes all Related Rights (and including all rights against any such trustee, nominee, fiduciary or clearance system).

**“Lease”** means, in relation to any of the Real Property which is leasehold, the lease or leases, agreement for lease, tenancy or licence pursuant to, and in accordance with which, a Chargor holds such Real Property and any instrument supplemental to it which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms.

**“Liabilities”** has the meaning given to it in the Intercreditor Agreement.

**“Loan Document”** has the meaning given to it in the Senior Facilities Agreement.

**“Permitted Security”** has the meaning given to the term “Permitted Lien” (as defined in the Senior Facilities Agreement).

**“Planning Acts”** means all legislation from time to time regulating the development, use, safety and control of Real Property and highways including but not limited to the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Local Government, Planning and Land Act 1980, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any regulations made pursuant to any of the foregoing.

**“Real Property”** means, in relation to a Chargor:

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings (excluding any tenant fixtures), fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

in respect of which that Chargor has any right, title or interest, and includes all Related Rights.

**“Receiver”** means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Collateral Agent may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment.

**“Related Rights”** means, to the extent applicable in relation to any asset:

- (a) the proceeds of sale, transfer, lease or other disposal of any part of all or any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of all or any part of that asset;

- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security Interests, guarantees, indemnities or covenants for title in respect of all or any part of that asset;
- (d) any dividend, interest or other distribution paid or payable;
- (e) any moneys and proceeds paid or payable in respect of all or any part of that asset;
- (f) any awards or judgments in favour of a Chargor in respect of all or any part of that asset; and
- (g) any other assets deriving from or relating to all or any part of that asset.

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

**“Secured Parties”** has the meaning given to it in the Senior Facilities Agreement.

**“Security”** means any Security Interest executed, created (or intended to be created), evidenced or conferred by or pursuant to this Debenture.

**“Security Accession Deed”** means a deed substantially in the form set out in Schedule 10 (*Form of Security Accession Deed*).

**“Security Interest”** means any mortgage, deed of trust, deed to secure debt, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including, without limitation, any conditional sale or title retention arrangement, any Capitalized Lease (as defined in the Senior Facilities Agreement) and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security.

**“Security Period”** means the period beginning on the date of this Debenture and ending on the Senior Discharge Date.

**“Senior Discharge Date”** has the meaning given to that term in the Intercreditor Agreement.

**“Senior Facilities Agreement”** means the financing agreement governed by the laws of the State of New York dated on or about the date of this Debenture between, among others, DAZN Sports Media Limited as Parent, DAZN Limited as original borrower and guarantor, the lenders listed therein, and MGG Lux SV 1 S.à r.l., acting in respect of its compartment, Compartment Tracksuit as Collateral Agent.

**“Shares”** means, in relation to a Chargor, all of the shares held by that Chargor (or on its behalf by a nominee) in its Subsidiaries that are a Loan Party, including those shares specified in Schedule 3(*Shares*) or the schedule to any Security Accession Deed.

**“Specific Contracts”** means, in relation to a Chargor:

- (a) any Intra-Group Loans; and
- (b) any other agreement to which that Chargor is a party and which is designated as such from time to time by the Parent and the Collateral Agent,

and includes all Related Rights.

## **1.2 Terms defined in other Loan Documents**

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Senior Facilities Agreement or in any other Loan Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture, as if all references in those defined terms to the Senior Facilities Agreement or other Loan Document were a reference to this Debenture or that notice.

## **1.3 Construction**

- (a) Save as otherwise provided in this Debenture, sections 1.02 (*Terms Generally*) and 1.03 (*Certain Matters of Construction*) of the Senior Facilities Agreement will apply as if incorporated in this Debenture, or in any notice given under or in connection with this Debenture, as if all references in that clause to the Senior Facilities Agreement were a reference to this Debenture or that notice.
- (b) References to a Clause or Schedule are to a clause or schedule of this Debenture.

## **1.4 Intercreditor Agreement**

- (a) This Debenture is subject to the terms of the Intercreditor Agreement.
- (b) If there is any conflict or inconsistency between any provision of this Debenture and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

## **1.5 Disposition of property**

The terms of the Senior Facilities Agreement and each other Loan Document and of any side letters between the Parties in relation to the Loan Documents are incorporated into this Debenture and each other Loan Document to the extent required for any purported disposition of any Real Property contained in any Loan Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## **1.6 Clawback**

If any amount paid or credited to any Loan Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargors under this Debenture and the Security Interests constituted by those documents will continue and such amount will not be considered to have been irrevocably paid.

## **1.7 Third Party Rights**

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or to enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of this Debenture, the consent of any person who is not a Party is not required to rescind or vary this Debenture at any time.

- (c) Any Receiver or Delegate may, subject to this Clause 1.7 and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on it.

## **1.8 Deed**

It is intended that this Debenture takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

## **1.9 Excluded Assets**

Unless otherwise expressly agreed in writing between a Chargor and the Collateral Agent after the date on which the relevant Chargor becomes a party to this Debenture, the Excluded Assets shall be excluded from the Security created by this Debenture and from the operation of any further assurance provisions contained in any of the Loan Documents.

## **2. COVENANT TO PAY**

Each Chargor covenants with the Collateral Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

## **3. FIXED SECURITY**

### **3.1 General**

All Security created by a Chargor under this Clause 3 and Clause 4 (*Floating charge*) is:

- (a) granted in favour of the Collateral Agent as security trustee for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disapplied under Clause 12.1 (*Implied covenants for title*)); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Charged Asset.

### **3.2 Assignment by way of Security**

- (a) Subject to Clause 1.9 (*Excluded Assets*), each Chargor assigns and agrees to assign absolutely and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
  - (i) each Insurance Policy; and
  - (ii) each Specific Contract.
- (b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.

### **3.3 Fixed charges**

Subject to Clause 1.9 (*Excluded Assets*), each Chargor (to the extent not validly and effectively assigned pursuant to Clause 3.2 (*Assignment by way of Security*)) charges by way of first fixed charge:

- (a) the Accounts;
- (b) its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (c) the Intellectual Property;
- (d) any goodwill and rights and claims in relation to its uncalled share capital;
- (e) the Investments; and
- (f) by way of first fixed charge, each of the assets which are specified in Clause 3.2 (*Assignment by way of Security*).

### **3.4 Fixed security**

Clause 3.2 (*Assignment by way of Security*) and Clause 3.3 (*Fixed charges*) shall be construed as creating a separate and distinct fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Debenture. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

## **4. FLOATING CHARGE**

### **4.1 Floating charge**

- (a) Each Chargor charges by way of first floating charge all its present and future assets and undertaking other than any assets effectively charged by way of fixed charge or assigned under Clauses 3.2 (*Assignment by way of Security*) or 3.3 (*Fixed charges*) respectively. Notwithstanding anything to the contrary contained in this Debenture, Clause 1.9 (*Excluded Assets*) shall not apply to this Clause 4.1.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above.

### **4.2 Conversion of floating charge to fixed Security**

- (a) The Collateral Agent may at any time by notice to the relevant Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice if:
  - (i) this Debenture is enforceable in accordance with Clause 14 (*When Security becomes enforceable*); or
  - (ii) the Collateral Agent reasonably considers that any of the Charged Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or

- (iii) the Collateral Agent reasonably considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge; or
  - (iv) an Event of Default under paragraph (f) of section 9.01 (*Events of Default*) of the Senior Facilities Agreement is continuing.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iv) below has occurred:
  - (i) a Chargor creates (or attempts or takes any steps to create) any Security Interest over any Charged Asset (save as expressly permitted under the Senior Facilities Agreement);
  - (ii) a Chargor disposes (or attempts or takes any steps to dispose) of all or any of the Charged Assets (save as expressly permitted under the Senior Facilities Agreement);
  - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration execution or other process against any Charged Asset (which is not discharged within two Business Days); or
  - (iv) an Enforcement Event occurs.

## **5. RESTRICTIONS ON DEALING**

### **5.1 Restrictions on dealings**

No Chargor may:

- (a) create or allow to exist any Security Interest over all or any part of the Charged Assets; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, transfer, licence lease or otherwise dispose of all or any part of its assets or enter into any other preferential arrangement having a similar effect,

unless expressly permitted under the Senior Facilities Agreement.

## **6. REAL PROPERTY**

### **6.1 Leases**

Each Chargor must:

- (a) perform all the material terms on its part contained in any material Lease, agreement for lease, licence or other agreement or document which gives that Chargor a right to occupy or use property comprised in its Real Property;

- (b) duly and punctually comply with all material covenants and stipulations affecting the Real Property or the facilities (including access) necessary for the enjoyment and use of the Real Property and indemnify the Loan Parties in respect of any breach of those covenants and stipulations; and
- (c) not do or allow to be done any act as a result of which any material Lease may become liable to forfeiture or otherwise be terminated.

## **6.2 Compliance with regulations, etc.**

Each Chargor shall at all times:

- (a) observe and perform (and use all reasonable endeavours to ensure the observance and performance by any other person or persons at any time occupying or using all and any part of any material Real Property of) the Planning Acts, building regulations and all restrictions, conditions and stipulations for the time being affecting all or any part of any material Real Property or the mode or use or enjoyment of the same; and
- (b) preserve and renew when desirable or necessary all Authorisations and rights relating to any material Real Property.

## **7. INVESTMENTS**

### **7.1 Changes to rights**

No Chargor may (except to the extent permitted by the Senior Facilities Agreement) take or allow the taking of any action on its behalf which may result in further Shares being issued.

### **7.2 Calls**

- (a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments (other than such calls or payments which it is disputing in good faith).
- (b) If a Chargor fails to do so, the Collateral Agent may pay those calls or other payments on behalf of that Chargor. That Chargor must immediately on request reimburse the Collateral Agent for any payment made by the Collateral Agent on the date the Collateral Agent requests such reimbursement under this Clause 7.2 and, pending reimbursement, that payment will constitute part of the Secured Obligations.

### **7.3 Other obligations in respect of Investments**

No Loan Party will be required in any manner to:

- (a) perform or fulfil any obligation of a Chargor;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount,



in respect of any Investment.

#### **7.4 Dividends**

- (a) At any time prior to an Enforcement Event, each Chargor shall be entitled to receive and retain all dividends, interest and other monies arising from the Investments.
- (b) At any time after an Enforcement Event, each Chargor shall hold any amounts or other benefits received by way of dividends, interest and other monies arising from the Investments on trust for the Secured Parties and pay the same immediately to the Collateral Agent on the date of that Chargor's receipt of same or as the Collateral Agent may direct.

#### **7.5 Voting rights**

- (a) At any time prior to an Enforcement Event, each Chargor shall be entitled to exercise (or direct the exercise of) the voting and other rights and powers attached to the Investments *provided that* such Chargor may only exercise such rights or powers (or otherwise permit or agree to any variation of the rights attaching to or conferred by all or any part of the Investments) if:
  - (i) that does not cause an Event of Default to occur;
  - (ii) that does not materially adversely affect the validity or enforceability of the Security Interest created (or purported to be created) by this Debenture; and
  - (iii) the exercise of, or the failure to exercise, those rights and powers would not have a material and adverse effect on the ability of the Collateral Agent to realise this Security.
- (b) At any time after an Enforcement Event, the Collateral Agent (or any Receiver or Delegate) may, at its discretion, (in the name of the relevant Chargor or otherwise and without any further consent or authority from such Chargor):
  - (i) exercise (or refrain from exercising) any voting rights in respect of the Investments;
  - (ii) apply all dividends, interest and other monies arising from the Investments in accordance with Clause 18 (*Application of monies*);
  - (iii) transfer the Investments into the name of the Collateral Agent or such nominee(s) of the Collateral Agent as it shall require; and
  - (iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Investments, including the right, in relation to any company whose shares or other securities are included in the Investments, to concur or participate in:
    - (A) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);

- (B) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
- (C) the exercise, renunciation or assignment of any right to subscribe for any shares or securities, in each case in the manner and on the terms the Collateral Agent thinks fit, and the proceeds of any such action shall form part of the Investments.

## **7.6 Delivery of share certificates and registers**

Each Chargor shall:

- (a) within three Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, as soon as reasonably practicable following the acquisition of or subscription for any other Investments) deposit with the Collateral Agent (or procure the deposit of) all certificates or other documents to title to the Investments and stock transfer forms (executed and undated by it or on its behalf), together with a duly certified copy of the register for any member of the Group which has issued such Investments; and
- (b) promptly following the acquisition, subscription, accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Investments, notify the Collateral Agent of that occurrence and procure the delivery to the Collateral Agent of all certificates or other documents of title representing such items and such stock transfer forms or other instruments of transfer (executed and undated by it or on its behalf) in respect thereof as the Collateral Agent may request.

## **8. INTELLECTUAL PROPERTY**

### **8.1 Representations**

Each Chargor represents to the Collateral Agent that as at the date of this Debenture or, as applicable, the date of any Security Accession Deed pursuant to which it becomes a party to this Debenture, all Registered Intellectual Property which is material to its business is accurately described in Schedule 4 (*Intellectual Property*) (or, as applicable, the relevant schedule to a Security Accession Deed).

### **8.2 Acquisition**

Each Chargor (or the Parent on its behalf) shall promptly notify the Collateral Agent if it acquires, develops or establishes any Registered Intellectual Property after the date of this Debenture which is material to its business.

### **8.3 Dealing with Intellectual Property in the ordinary course of business**

If a Chargor grants security over its Intellectual Property and subject to the terms of the Senior Facilities Agreement, it shall be free to deal with those assets in the ordinary course of its business.

### **8.4 No notification of licence**

No notice shall be prepared or given to any third party from whom Intellectual Property is licensed until an Event of Default has occurred and is continuing.

#### **8.5 No perfection step or registration prior to an Enforcement Event**

No specific perfection or registration (other than as required to ensure enforceability of security, including, without limitation, by way of registration at Companies House, filing any applicable UCC financing statement or making any filings with the United States Patent and Trademark Office or the United States Copyright Office) of the Chargor's interests in any Intellectual Property granted under this Agreement (including, registration with the appropriate national or supra-national intellectual property registry or office and filing of all necessary documents, forms and particulars required by such registry or office in order to record, register, complete or perfect such interest over any existing and future registrations and applications for any registered Intellectual Property (including trademarks, registered design rights, copyrights and patents)) shall be effected or required prior to the occurrence of an Enforcement Event.

### **9. ACCOUNTS**

#### **9.1 Accounts**

Each Chargor shall, on or before the date of this Debenture (or, as applicable, the date of any Security Accession Deed or within three Business Days of the date on which any new Account is established after the date of this Debenture) deliver details of all of its Accounts to the Collateral Agent.

#### **9.2 Book debts and receipts**

- (a) Prior to the occurrence of an Enforcement Event, each Chargor shall get in and realise its:
  - (i) securities to the extent held by way of temporary investment;
  - (ii) book and other debts and other moneys owed to it (other than owed by members of the Group); and
  - (iii) royalties, fees and income of any nature owed to it,in each case, in the ordinary course of its business.
- (b) Following an Enforcement Event, each Chargor shall:
  - (i) pay such monies into such account as the Collateral Agent may designate; and
  - (ii) not enter into a single transaction or series of transactions to sell, factor, discount or otherwise dispose of all part of its receivables.

#### **9.3 Withdrawals**

Subject to Clause 9.4 (*Controlled Accounts*) below:

- (a) prior to the occurrence of an Enforcement Event, the Chargor may withdraw any moneys (including interest) standing to the credit of an Account (other than a Controlled Account); and

- (b) following the occurrence of an Enforcement Event, the Collateral Agent may (subject to the payment of any claims having priority to this Security and subject to the Intercreditor Agreement) withdraw, transfer or set-off amounts standing to the credit of any Account to satisfy the Secured Obligations.

#### **9.4 Controlled Accounts**

- (a) No Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Controlled Account except with the prior written consent of the Collateral Agent or as permitted pursuant to the terms of the Senior Facilities Agreement.
- (b) The Collateral Agent shall, only upon the occurrence of an Enforcement Event, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Controlled Account and to:
  - (i) demand and receive all and any monies due under or arising out of each Controlled Account; and
  - (ii) exercise all such rights as the relevant Chargor was then entitled to exercise in relation to such Controlled Account or might, but for the terms of this Debenture, exercise.

#### **9.5 Notice of Security**

Each Chargor (or the Parent as agent on its behalf) will:

- (a) in respect of each Controlled Account:
  - (i) upon the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, as soon as reasonably practicable following the establishment of any new Controlled Account), give notice to the relevant bank, building society, financial institution or other person of the charge constituted under this Debenture (or Security Accession Deed, as applicable) in respect of each Controlled Account, such notice being in the form set out in Part 1 of Schedule 6 (*Controlled Accounts*); and
  - (ii) upon the date of this Debenture, procure that the relevant bank, building society, financial institution or other person delivers an acknowledgement of receipt of such notice to the Collateral Agent substantially in the form set out in Part 2 of Schedule 6 (*Controlled Accounts*) (or, as applicable, the date of any Security Accession Deed or, if later, upon establishing the relevant new Controlled Account);
- (b) in respect of each Account (other than the Controlled Accounts):
  - (i) within three Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, as soon as reasonably practicable following the establishment of any new Account or the date of recharacterisation of an existing account to become an Account), give notice to the relevant bank, building society, financial institution or other person of the charge constituted under this Debenture (or Security Accession Deed, as applicable) in respect of

each Account, such notice being in the form set out in Part 1 of Schedule 7 (*Accounts*); and

- (ii) use all reasonable endeavours to procure that the relevant bank, building society, financial institution or other person delivers an acknowledgement of receipt of such notice to the Collateral Agent substantially in the form set out in Part 2 of Schedule 7 (*Accounts*) within 10 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, upon establishing the relevant new Account or the date of recharacterisation of an existing account to become an Account).

## **10. INSURANCES**

### **10.1 Rights**

After an Enforcement Event:

- (a) the Collateral Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights of any Chargor in connection with any amounts payable to it under any of its Insurances;
- (b) each Chargor must take such steps (at its own cost) as the Collateral Agent may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor; and
- (c) each Chargor must hold any payment received by it under any of its Insurance Policies (excluding proceeds of any third party liability insurances paid to the Chargor to meet third party claims) on trust for the Collateral Agent.

### **10.2 Notice of Security**

Each Chargor will:

- (a) within five Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, as soon as reasonably practicable following the establishment of any new Insurance Policy) give notice to each insurer party to each of the Insurance Policies of the assignment constituted by this Debenture (or Security Accession Deed, as applicable) in respect of each Insurance Policy, such notice being substantially in the form set out in Part 1 of Schedule 8 (*Insurance Policies*); and
- (b) use reasonable endeavours to procure that each such insurer delivers an acknowledgement of receipt of such notice to the Collateral Agent substantially in the form set out in Part 2 of Schedule 8 (*Insurance Policies*) within 20 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, upon establishing the relevant new Insurance Policy).

## **11. SPECIFIC CONTRACTS**

### **11.1 Notice of Security**

- (a) Each Chargor will:

- (i) within three Business Days the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, as soon as reasonably practicable following the entering into or designation of any other Specific Contract), give notice to the relevant counterparty to each Specific Contract of the assignment constituted under this Debenture (or Security Accession Deed, as applicable) in respect of each Specific Contract, such notice being substantially in the form set out in Part 1 of Schedule 9 (*Specific Contracts*) or in such other form as may be specified by the Collateral Agent (acting reasonably and in accordance with the Agreed Security Principles); and
  - (ii) use reasonable endeavours to procure that the relevant counterparty delivers an acknowledgement of receipt of such notice to the Collateral Agent substantially in the form set out in Part 2 of Schedule 9 (*Specific Contracts*) or in such other form as may be specified by the Collateral Agent (acting reasonably and in accordance with the Agreed Security Principles) within 10 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, the date of entering into or designating the relevant Specific Contract).
- (b) Each Chargor is deemed to have given (and acknowledged) such notice of assignment in respect of any Intra-Group Loans outstanding on the date of this Debenture where the creditors and debtors under such loans are both Chargors or are otherwise party to the Intercreditor Agreement.

## **12. PROVISIONS AS TO SECURITY**

### **12.1 Implied covenants for title**

- (a) The covenants set out in Sections 3(1), 3(2), 4(1)(b) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (*Fixed Security*) or 4 (*Floating charge*).
- (b) It shall be implied in respect of Clauses 3 (*Fixed Security*) and 4 (*Floating charge*) that a Chargor is disposing of the Charged Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), save for any Permitted Security.

### **12.2 Further Loans**

- (a) Subject to the terms of the Senior Facilities Agreement, each Lender may make further Loans to the Chargors, and the Obligations in respect of such Loans will be deemed to be incorporated in this Security as if set out in this Security.
- (b) Each Chargor consents to an application being made to the Land Registry to enter notice of the obligation to make further Loans on the Charges Register of any registered land forming part of the Charged Assets.

## **13. FURTHER ASSURANCE**

### **13.1 Further assurance**

- (a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.
- (b) Each Chargor shall promptly, at its own cost and subject to the Agreed Security Principles and receipt of any necessary consents, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Collateral Agent may reasonably specify (and in such form as the Collateral Agent may reasonably require) in favour of the Collateral Agent or its nominee(s):
  - (i) to perfect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by such Chargor of a mortgage, charge, assignment or other Security Interest over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights, powers and remedies of the Collateral Agent, any Receiver or the Secured Parties provided by or pursuant to this Security or by law;
  - (ii) to confer on the Collateral Agent (or the Secured Parties) security over any property, asset or undertaking of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture; and/or
  - (iii) after the Security has become enforceable, to facilitate the realisation of the Charged Assets.

### **13.2 Necessary Action**

Subject to the Agreed Security Principles, each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary or as may reasonably be requested by the Collateral Agent for the purpose of the creation, perfection, protection or maintenance of any Security, in each case in a manner which is consistent with the remaining provisions of this Debenture and, in the case of any document required to be created under this Clause 13.2, containing provisions corresponding to, and which are on terms no more onerous than, the Senior Facilities Agreement or this Debenture.

### **13.3 Filings**

- (a) Each Chargor authorises the Collateral Agent at any time and from time to time to file, one or more financing or continuation statements and amendments thereto, relating to the Collateral (including, without limitation), any such financing statements that:
  - (i) describe the Collateral as “all assets” or “all personal property” (or words of similar effect) or that describe or identify the Collateral by type or in any other manner as the Collateral Agent may determine, regardless of whether any particular asset of such Chargor falls within the scope of Article 9 of the Uniform Commercial Code or whether any particular asset of such Chargor constitutes part of the Collateral; and

- (ii) contain any other information required by Part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including, without limitation, whether such Chargor is an organization, the type of organization and any organizational identification number issued to such Chargor).
- (b) Each Chargor ratifies such authorisation to the extent that the Collateral Agent has filed any such financing statements, continuation statements, or amendments thereto, prior to the date hereof. A photocopy or other reproduction of this Debenture or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

## **14. WHEN SECURITY BECOMES ENFORCEABLE**

### **14.1 Timing**

This Security will become immediately enforceable any time:

- (a) after the occurrence of an Enforcement Event; or
- (b) if a Chargor requests that the Collateral Agent exercises any of its powers under this Debenture.

### **14.2 Enforcement**

After this Security has become enforceable, the Collateral Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as may be directed by the relevant Secured Parties in accordance with the Intercreditor Agreement.

## **15. ENFORCEMENT OF SECURITY**

### **15.1 General**

- (a) The power of sale or other disposal conferred on the Collateral Agent and on any Receiver by this Security shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 (and the Secured Obligations shall be deemed to be due and payable for that purpose) and such power shall arise on execution of this Debenture (or Security Accession Deed) (but shall only be exercisable following an Enforcement Event).
- (b) Any restriction imposed by law on the power of sale (including under section 103 of the Law of Property Act 1925) or the right of a mortgagee to consolidated mortgages (including under section 93 of the Law of Property Act 1925) does not apply to this Security.
- (c) Any powers of leasing conferred on the Collateral Agent by law are extended so as to authorise the Collateral Agent to lease, make agreements for leases, accept surrenders or leases and grant options as the Collateral Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Law of Property Act 1925).



## **15.2 No liability as mortgagee in possession**

None of the Collateral Agent, any Receiver nor a nominee of either of them will be liable, by reason of entering into possession of a Charged Asset:

- (a) to account as mortgagee in possession or for any loss on realisation; or
- (b) for any default or omission for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful default on its part.

## **15.3 Privileges**

Each Receiver, the Collateral Agent or a nominee of a Receiver of the Collateral Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Law of Property Act 1925) on mortgagees and receivers duly appointed under any law (including the Law of Property Act 1925).

## **15.4 Protection of third parties**

No person (including a purchaser) dealing with the Collateral Agent or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Collateral Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Collateral Agent or to that Receiver is to be applied.

## **15.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Collateral Agent may:
  - (i) redeem any prior Security Interest against any Charged Asset; and/or
  - (ii) procure the transfer of that Security Interest to itself or its nominee; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Collateral Agent, on the date of demand of same, the costs and expenses incurred by the Collateral Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

## **15.6 Right of appropriation**

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 apply to a Charged Asset, the Collateral Agent shall have the right (following an Enforcement Event and without giving notice) to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured

Obligations. For this purpose, a commercially reasonable method of valuing a Charged Asset shall be:

- (a) in the case of cash on account in an Account, the amount standing to the credit of that Account, together with any accrued interest, at the time of appropriation; and
- (b) in the case of any Investments, their market value determined by the Collateral Agent by reference to a public index, independent valuation or by such other process as the Collateral Agent may select.

#### **15.7 Effect of Moratorium**

The Collateral Agent shall not be entitled to exercise its rights under Clause 14.2 (*Enforcement*) or Clause 4.2 (*Conversion of floating charge to fixed Security*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

### **16. APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

#### **16.1 Appointment and removal**

After this Security has become enforceable (or if requested by a Chargor) the Collateral Agent may by deed or otherwise (acting through an authorised officer of the Collateral Agent), without prior notice:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;
- (b) appoint two or more Receivers of separate parts of the Charged Assets;
- (c) remove (so far as it is lawfully able) any Receiver so appointed;
- (d) appoint another person(s) as an additional or replacement Receiver(s); or
- (e) appoint one or more persons to be an administrator of the Chargor(s).

#### **16.2 Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 16.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of the Chargor(s) which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Collateral Agent; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Collateral Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

#### **16.3 Statutory powers of appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Collateral Agent under the Law of Property Act 1925 (as extended by this Security) or otherwise and such powers shall remain exercisable from time to time by the Collateral Agent in respect of any part of the Charged Assets.

## **17. POWERS OF RECEIVERS**

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the relevant Chargor) have and be entitled to exercise, in relation to the Charged Assets, and as varied and extended by the provisions of this Security (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of the relevant Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to:
  - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
  - (ii) the exercise of any rights, powers and remedies of the Collateral Agent provided by or pursuant to this Security or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
  - (iii) bringing to his hands any assets of the relevant Chargor forming part of, or which when got in would be, Charged Assets.

## **18. APPLICATION OF MONIES**

All moneys received or recovered by the Collateral Agent or any Receiver pursuant to this Security or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied in accordance with the Intercreditor Agreement.

## **19. PROTECTION OF PURCHASERS**

### **19.1 Consideration**

The receipt of the Collateral Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Collateral Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

### **19.2 Protection of purchasers**

No purchaser or other person dealing with the Collateral Agent or any Receiver shall be bound to inquire whether the right of the Collateral Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or validity on the part of the Collateral Agent or such Receiver in such dealings.

## **20. POWER OF ATTORNEY**

### **20.1 Appointment and powers**

Each Chargor by way of security irrevocably appoints the Collateral Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on such Chargor by this Security or any other agreement binding on such Chargor to which the Collateral Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which such Chargor has been requested in writing by the Collateral Agent to do, but has failed to do within five Business Days of such request; and
- (b) enabling the Collateral Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security or by law (including, after this Security has become enforceable in accordance with Clause 14 (*When Security becomes enforceable*), the exercise of any right of a legal or beneficial owner of the Charged Assets).

### **20.2 Exercise of power of attorney**

The Collateral Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 20.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by a Chargor to comply with any undertaking or obligation under this Debenture within five Business Days of being notified of that failure by the Collateral Agent (with a copy of such notice being sent to the Parent).

### **20.3 Ratification**

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers save in relation to any breach by the Collateral Agent of the provisions of Clause 20.2 (*Exercise of power of attorney*).

## **21. EFFECTIVENESS OF SECURITY**

### **21.1 Continuing security**

- (a) The Security shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Collateral Agent.

- (b) No part of the Security will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

## **21.2 Cumulative rights**

The Security shall be cumulative, in addition to and independent of every other Security Interest which the Collateral Agent or any Loan Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security Interest held by the Collateral Agent (whether in its capacity as trustee or otherwise) or any of the other Loan Parties over the whole or any part of the Charged Assets shall merge into the Security.

## **21.3 No prejudice**

The Security shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Collateral Agent (whether in its capacity as trustee or otherwise) or any of the other Loan Parties or by any variation of the terms of the trust upon which the Collateral Agent holds the Security or by any other thing which might otherwise prejudice that Security.

## **21.4 Remedies and waivers**

No failure on the part of the Collateral Agent to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Collateral Agent provided by or pursuant to this Security, shall operate as a waiver of those rights, powers and remedies, nor shall any single or partial exercise of any such rights, powers and remedies preclude any further or other exercise of that or any other rights, powers and remedies.

## **21.5 Partial invalidity**

If, at any time, any provision of this Security is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

## **21.6 Waiver of defences**

The obligations of, and the Security created by, each Chargor under this Security will not be affected by any act, omission, matter or thing which, but for this Clause 21.6, would reduce, release or prejudice any of its obligations under, or the Security created by, this Security and whether or not known to such Chargor or any Loan Party including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any Obligor;

- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any Security;
- (d) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Loan Document or any other document or security or of the Secured Obligations;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security or of the Secured Obligations; and
- (g) any insolvency or similar proceedings.

#### **21.7 Immediate recourse**

Each Chargor waives any right it may have of first requiring a Loan Party (or any trustee or Collateral Agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from such Chargor under this Security. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

#### **21.8 Deferral of rights**

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Security:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Security; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Loan Parties under this Security or of any other guarantee or Security taken pursuant to, or in connection with, this Security by any Loan Party.

#### **21.9 Release of Chargors' right of contribution**

If any Chargor ceases to be a Chargor in accordance with the terms of the Loan Documents for the purpose of any sale or other disposal of that Chargor:

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Guarantor arising by reason of the performance by any other Chargor of its obligations under the Loan Documents; and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Loan Documents to take the benefit

(in whole or in part and whether by way of subrogation or otherwise) of any right of any Loan Party or of any other security taken under, or in connection with, any Loan Document where the rights or security are granted by or in relation to the assets of the retiring Chargor.

#### **21.10 Collateral Security**

Where any Security Interest initially takes effect as a collateral or further Security Interest to another Security Interest intended to be constituted under this Security or which otherwise secures all or any part of the Secured Obligations to which a Chargor is a party then, despite any receipt, release or discharge endorsed on or given in respect of or under the second mentioned Security Interest, the first mentioned Security Interest will operate as an independent Security Interest.

#### **22. PRIOR SECURITY INTERESTS**

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security Interest against any of the Charged Assets or in case of exercise by the Collateral Agent or any Receiver of any power of sale under this Security, the Collateral Agent may redeem such prior Security Interest or procure the transfer thereof to itself.
- (b) The Collateral Agent may settle and agree the accounts of the prior Security Interest and any accounts so settled and passed will be conclusive and binding on the Chargors.
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargors to the Collateral Agent on demand together with accrued interest thereon as well as before judgment at the rate from time to time applicable to unpaid sums specified in the Senior Facilities Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

#### **23. SUBSEQUENT SECURITY INTERESTS**

If the Collateral Agent or any of the other Loan Parties at any time receives or is deemed to have received notice of any subsequent Security Interest, assignment or transfer affecting the Charged Assets or any part of the Charged Assets which is prohibited by the terms of any Loan Document, all payments thereafter by or on behalf of any Chargor to the Collateral Agent will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

#### **24. RELEASE**

Upon the Senior Discharge Date, the Collateral Agent shall, or shall procure that its appointees will, at the request and cost of the Chargors:

- (a) release the Charged Assets from this Deed; and
- (b) re assign the Charged Assets that have been assigned to the Collateral Agent under this Deed.

## **25. SUSPENSE ACCOUNTS**

All monies received, recovered or realised by the Collateral Agent under this Security (including the proceeds of any conversion of currency) may in the discretion of the Collateral Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Collateral Agent's discretion, in or towards the discharge of any of the Secured Obligations.

## **26. NOTICES**

Any communication under this Security shall be made and given in accordance with the terms of section 12.01 (*Notices, Etc.*) of the Senior Facilities Agreement.

## **27. COUNTERPARTS**

This Debenture may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

## **28. GOVERNING LAW AND JURISDICTION**

- (a) This Debenture and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligations arising out of or in any way relating to this Debenture) (a "**Dispute**").
- (c) The parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle the Disputes and accordingly no party will argue to the contrary.

**THIS DEBENTURE** has been executed as, and is intended to take effect as, a deed by the Original Chargors and is delivered and has been signed by the Collateral Agent on the date written on the first page of this Debenture.



**SCHEDULE 1  
THE CHARGORS**

<b>Name</b>	<b>Jurisdiction</b>	<b>Registered No.</b>
DAZN Sports Media Limited	England and Wales	09691862
DAZN Media Services Limited	England and Wales	03426471
DAZN Media Sales Limited	England and Wales	05160606
DAZN Media Channels Limited	England and Wales	05645564
DAZN Limited	England and Wales	09676399
DAZN Media Holdco Limited	England and Wales	13074409
DAZN DACH Holdco Limited	England and Wales	10110432

**SCHEDULE 2  
ACCOUNTS**

**Part 1**

**Controlled Accounts**

Account Holder	Account Bank	Currency	Account Number
DAZN Limited	HSBC	USD	████████████████████
DAZN Limited	HSBC	GBP	████████████████████
DAZN Limited	HSBC	EUR	████████████████████
DAZN Limited	HSBC	JPY	████████████████████
DAZN Limited	HSBC	CAD	████████████████████

**Part 2**

**Collection Accounts**

*[None as of the date of this Debenture. For the avoidance of doubt, the Controlled Accounts may also operate as Collection Accounts, provided that the provisions of this Debenture regarding the Controlled Accounts (including, without limitation, clause 9.4) shall govern and control for all purposes with respect to the Controlled Accounts that also operate as Collection Accounts]*

**Part 3**

**Deposit Accounts (Non-Sweep)**

Account Holder	Account Bank	Currency	Account Number
DAZN Media Sales Limited	HSBC	EUR	████████████████████
DAZN Media Sales Limited	HSBC	GBP	████████████████████
DAZN Media Sales Limited	HSBC	USD	████████████████████
DAZN Media Channels Limited	HSBC	CAD	████████████████████

DAZN Media Channels Limited	HSBC	EUR	
DAZN Media Channels Limited	HSBC	GBP	
DAZN Media Channels Limited	HSBC	JPY	
DAZN Limited	HSBC	CAD	
DAZN Limited	HSBC	EUR	
DAZN Limited	HSBC	EUR	
DAZN Limited	HSBC	EUR	
DAZN Limited	HSBC	EUR	
DAZN Limited	HSBC	EUR	
DAZN Limited	HSBC	GBP	
DAZN Limited	HSBC	GBP	
DAZN Limited	HSBC	JPY	
DAZN Limited	HSBC	JPY	
DAZN Limited	HSBC	USD	
DAZN Limited	HSBC	USD	
DAZN Media Services Limited	HSBC	CAD	
DAZN Media Services Limited	HSBC	CAD	
DAZN Media Services Limited	HSBC	EUR	
DAZN Media Services Limited	HSBC	EUR	

DAZN Media Services Limited	HSBC	GBP	<div></div>
DAZN Media Services Limited	HSBC	GBP	<div></div>
DAZN Media Services Limited	HSBC	JPY	<div></div>
DAZN Media Services Limited	HSBC	USD	<div></div>
DAZN Media Services Limited	HSBC	USD	<div></div>

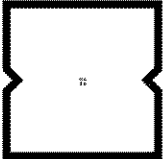
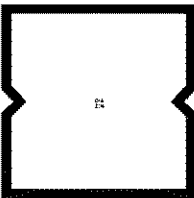





**SCHEDULE 3**  
**SHARES**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
DAZN Sports Media Limited	DAZN Media Services Limited	Ordinary Shares	2,233,235
DAZN Sports Media Limited	DAZN Media Services Limited	Ordinary B Shares	584,822
DAZN Sports Media Limited	DAZN Media Holdco Limited	Ordinary Shares	1
DAZN Media Services Limited	DAZN Media Channels Limited	Ordinary Shares	1,034
DAZN Media Services Limited	DAZN Media Sales Limited	Ordinary Shares	1
DAZN Media Channels Limited	DAZN Limited	Ordinary Shares	1,014
DAZN Media Holdco Limited	DAZN DACH Holdco Limited	Ordinary Shares	25
DAZN Limited	DAZN DACH Holdco Limited	Ordinary Shares	23,301

# SCHEDULE 4 INTELLECTUAL PROPERTY

[Registered trademark]

Owner	Trademark	Application No	Application Date	Registration No	Registration Date	Int. Classes
DAZN Limited	<b>40 DAYS</b>	UK00918051985	15 Apr 2019	UK00918051985	12 Sep 2019	41
DAZN Limited	<b>BLOWING UP THE FIGHT GAME</b>	3398914	13 May 2019	3398914	13 May 2019	9, 38, 41
DAZN Limited	<b>DA ZONE</b>	3149512	12 Feb 2016	3149512	12 Feb 2016	9, 16, 36, 38, 41, 45
DAZN Limited	<b>DA ZONE</b>	UK00801318032	29 Feb 2016	UK00801318032	29 Feb 2016	9, 16, 36, 38, 41, 45
DAZN Limited	<b>DA ZONE</b>	3201276	8 Dec 2016	3201276	8 Dec 2016	9, 38, 41
DAZN Limited	<b>DA ZONE Sound</b>	UK00918108412	14 Aug 2019	UK00918108412	18 Dec 2019	9, 38, 41
DAZN Limited	<b>DAZN</b>	3135886	12 Nov 2015	3135886	12 Nov 2015	9, 16, 35, 36, 38, 41, 42, 45
DAZN Limited	<b>DAZN</b>	UK00801335316	2 Mar 2016	UK00801335316	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45
DAZN Limited	<b>DAZN</b>	3201282	8 Dec 2016	3201282	8 Dec 2016	9, 38, 41
DAZN Limited	<b>DAZN</b>	3744569	18 Jan 2022	3744569	18 Jan 2022	3, 9, 14, 18, 21, 24, 25, 26, 28, 35
DAZN Limited	<b>DAZN &amp; Device (black on white background)</b> 	UK00801318196	2 Mar 2016	UK00801318196	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45
DAZN Limited	<b>DAZN &amp; Device (black on white background)</b> 	3201287	8 Dec 2016	3201287	8 Dec 2016	9, 38, 41






DAZN Limited	DAZN & Device (mini - black on white background)		3136780	18 Nov 2015	3136780	18 Nov 2015	9, 16, 35, 36, 38, 41, 42, 45
DAZN Limited	DAZN & Device (mini - black on white background)		UK00801349434	2 Mar 2016	UK00801349434	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45
DAZN Limited	DAZN & Device (rounded letters, black on white background)		3345194	12 Oct 2018	3345194	12 Oct 2018	9, 35, 38, 41
DAZN Limited	DAZN & Device (rounded letters, black on white background)		UK00801459645	18 Oct 2018	UK00801459645	18 Oct 2018	9, 35, 38, 41
DAZN Limited	DAZN & Device (rounded letters, black on white background)		3744570	18 Jan 2022	3744570	18 Jan 2022	3, 9, 14, 18, 21, 24, 25, 26, 28, 35
DAZN Limited	DAZN & Device (series of 2)		3135897	12 Nov 2015	3135897	12 Nov 2015	9, 16, 35, 36, 38, 41, 42, 45
DAZN Limited	DAZN CONNECT		UK00918059006	1 May 2019	UK00918059006	11 Oct 2019	9, 38, 41, 42
DAZN Limited	DAZN CONNECT & Device	 CONNECT	UK00918059007	1 May 2019	UK00918059007	11 Oct 2019	9, 38, 41, 42







DAZN Limited	<b>DAZN MOMENT</b>	3719523	9 Nov 2021	3719523	9 Nov 2021	9, 35, 38, 41
DAZN Limited	<b>DAZNPLAY</b>	3611805	17 Mar 2021	3611805	17 Mar 2021	9, 35, 36, 38, 41
DAZN Media Sales Limited	<b>DUNK</b>	3311662	17 May 2018	3311662	17 May 2018	9, 38, 41
DAZN Media Sales Limited	<b>DUNK</b>	UK00917917047	13 Jun 2018	UK00917917047	30 Oct 2018	9, 38, 41
DAZN Media Services Limited	<b>DABBLEBET</b>	3186809	21 Sep 2016	3186809	21 Sep 2016	9, 28, 41









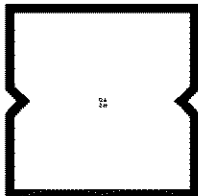


## DAZN Limited




DAZN Limited	DAZN	Armenia	1378646	21 Nov 2019	1378646	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Armenia	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN	Australia	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (black on white background)		Australia	1318196	12 Feb 2018	1318196	2 Mar 2016	9, 38, 41	Protected
DAZN Limited	DAZN	Azerbaijan	1378646	21 Nov 2019			38, 41	Pending	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Azerbaijan	1459645	11 Oct 2019		35, 38, 41	Pending	
DAZN Limited	DAZN	Bahrain	1378646	13 Apr 2021	1378646	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Bahrain	1459645	13 Apr 2021	1459645	18 Oct 2018	9, 38, 41	Protected
DAZN Limited	DAZN	Bangladesh	241801	18 Dec 2019			41	Pending	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Bangladesh	241802	18 Dec 2019		41	Pending	
DAZN Limited	DAZN	Belarus	1378646	21 Nov 2019	1378646	8 Jun 2017	9, 38, 41	Protected	






DAZN Limited	DAZN & Device (rounded letters, black on white background)		Belarus	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN		Bolivia	SM 5734-2019	19 Dec 2019	192775 - C	28 Apr 2021	41	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Bolivia	SM 5735-2019	19 Dec 2019	193359 - C	25 Jun 2021	41	Registered
DAZN Limited	DAZN		Bosnia & Herzegovina	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Bosnia & Herzegovina	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN		Botswana	1378646	21 Nov 2019	1378646	8 Jun 2017	9, 38, 41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Botswana	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN		Brazil	916156010	26 Oct 2018			9	Pending
DAZN Limited	DAZN		Brazil	916156133	26 Oct 2018	916156133	20 Aug 2019	38	Registered
DAZN Limited	DAZN		Brazil	916156397	26 Oct 2018	916156397	20 Aug 2019	41	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Brazil	916156443	26 Oct 2018			9	Pending






DAZN Limited	DAZN & Device (rounded letters, black on white background)		Brazil	916156532	26 Oct 2018	916156532	20 Aug 2019	38	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Brazil	916156699	26 Oct 2018	916156699	20 Aug 2019	41	Registered
DAZN Limited	DAZN		Cambodia	1378646	8 Jun 2017	1378646	8 Jun 2017	38, 41	Protected
DAZN Limited	DAZN & Device (black on white background)		Cambodia	1318196	12 Feb 2018	1318196	2 Mar 2016	38, 41	Protected
DAZN Limited	40 DAYS		Canada	1499383	19 Sep 2019			41	Pending
DAZN Limited	DAZN		Canada	1813868	13 Dec 2016	1044472	25 Jul 2019	9, 38, 41	Registered
DAZN Limited	DAZN Logo		Canada	1813869	13 Dec 2016	1044498	25 Jul 2019	9, 38, 41	Registered
DAZN Limited	DAZN		Chile	1303716	19 Oct 2018	1294385	2 Apr 2019	9, 38, 41	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Chile	1303718	19 Oct 2018	1294456	2 Apr 2019	9, 38, 41	Registered
DAZN Limited	DAZN		China	1378646	8 Jun 2017	1378646	8 Jun 2017	38, 41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		China	1459645	20 Nov 2020	1459645	18 Oct 2018	35, 38, 41	Protected

DAZN Limited	DAZN	Colombia	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Colombia	1459645	18 Oct 2018	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN	Ecuador	SENADI-2019-77428	28 Oct 2019	SENADI-2019-77428	10 Jun 2020	41	Registered	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Ecuador	SENADI-2019-77431	28 Oct 2019	SENADI_2020_TI_27052	11 Jun 2020	41	Registered
DAZN Limited	DAZN	Egypt	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Pending	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Egypt	1459645	20 Nov 2020		35, 38, 41	Pending	
DAZN Limited	DAZN	Estonia	1378646	21 Nov 2019	1378646	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Estonia	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	40 DAYS	EUTM	18051985	15 Apr 2019	18051985	12 Sep 2019	41	Registered	
DAZN Limited	BetDAZN	EUTM	18494826	16 Jun 2021	18494826	10 Feb 2023	9, 35, 36, 38, 41	Registered	
DAZN Limited	Chatbot Device		EUTM	18495004	17 Jun 2021	18495004	28 Oct 2021	9, 35, 38, 41	Registered

DAZN Limited	DA ZONE	EUTM	1318032	29 Feb 2016	1318032	29 Feb 2016	9, 16, 36, 38, 41, 45	Protected	
DAZN Limited	DA ZONE Sound	EUTM	18108412	14 Aug 2019	18108412	18 Dec 2019	9, 38, 41	Registered	
DAZN Limited	DAZN	EUTM	1335316	2 Mar 2016	1335316	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Protected	
DAZN Limited	DAZN	EUTM	18640975	18 Jan 2022	18640975	27 May 2022	3, 9, 14, 18, 21, 24, 25, 26, 28, 35	Registered	
DAZN Limited	DAZN & Device (black on white background)		EUTM	1318196	2 Mar 2016	1318196	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Protected
DAZN Limited	DAZN & Device (mini - black on white background)		EUTM	1349434	2 Mar 2016	1349434	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		EUTM	1459645	18 Oct 2018	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		EUTM	18640976	18 Jan 2022	18640976	27 May 2022	3, 9, 14, 18, 21, 24, 25, 26, 28, 35	Registered
DAZN Limited	DAZN CONNECT	EUTM	18059006	1 May 2019	18059006	11 Oct 2019	9, 38, 41, 42	Registered	

DAZN Limited	<b>DAZN CONNECT &amp; Device</b>		EUTM	18059007	1 May 2019	18059007	11 Oct 2019	9, 38, 41, 42	Registered
DAZN Limited	<b>DAZN MOMENT</b>		EUTM	18597625	9 Nov 2021	18597625	11 Mar 2022	9, 35, 38, 41	Registered
DAZN Limited	<b>DAZN SUPER 8</b>		EUTM	18747016	10 Aug 2022			38, 41	Pending
DAZN Limited	<b>DAZNFun</b>		EUTM	18494828	16 Jun 2021	18494828	5 Nov 2021	9, 35, 36, 38, 41	Registered
DAZN Limited	<b>DAZNPLAY</b>		EUTM	18495281	16 Jun 2021	18495281	20 Nov 2021	9, 35, 36, 38, 41	Registered
DAZN Limited	<b>DORSAL DOCE</b>		EUTM	18747013	10 Aug 2022	18747013	15 Dec 2022	38, 41	Registered
DAZN Limited	<b>EL POST</b>		EUTM	18747014	10 Aug 2022	18747014	15 Dec 2022	38, 41	Registered
DAZN Limited	<b>EL POST DE DAZN</b>		EUTM	18747015	10 Aug 2022	18747015	15 Dec 2022	38, 41	Registered
DAZN Limited	<b>FunDAZN</b>		EUTM	18494831	16 Jun 2021	18494831	5 Nov 2021	9, 35, 36, 38, 41	Registered
DAZN Limited	<b>PlayDAZN</b>		EUTM	18494832	16 Jun 2021	18494832	5 Nov 2021	9, 35, 36, 38, 41	Registered
DAZN Limited	<b>ZON-A</b>		EUTM	18495002	17 Jun 2021	18495002	28 Oct 2021	9, 35, 38, 41	Registered
DAZN Limited	<b>DAZN</b>		Ghana	1378646	21 Nov 2019	1378646	8 Jun 2017	9, 38, 41	Protected
DAZN Limited	<b>DAZN &amp; Device (rounded letters, black on white background)</b>		Ghana	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	<b>DAZN</b>		Hong Kong	304428225	9 Feb 2018	304428225	9 Feb 2018	9, 38, 41	Registered

DAZN Limited	<b>DAZN Logo</b>		Hong Kong	304428234	9 Feb 2018	304428234	9 Feb 2018	9, 38, Registered
DAZN Limited	<b>DAZN</b>		Iceland	1378646	8 Jun 2017	1378646	8 Jun 2017	38, 41 Protected
DAZN Limited	<b>DAZN &amp; Device (rounded letters, black on white background)</b>		Iceland	1459645	20 Nov 2020	1459645	18 Oct 2018	35, 38, 41 Protected
DAZN Limited	<b>DAZN</b>		India	1378646	8 Jun 2017	1378646	8 Jun 2017	38, 41 Protected
DAZN Limited	<b>DAZN &amp; Device (rounded letters, black on white background)</b>		India	1459645	20 Nov 2020	1459645	18 Oct 2018	9, 35, 38, 41 Protected
DAZN Limited	<b>DAZN</b>		Indonesia	1378646	13 Feb 2018	1378646	8 Jun 2017	9, 38, Protected
DAZN Limited	<b>DAZN &amp; Device (black on white background)</b>		Indonesia	1318196	12 Feb 2018	1318196	2 Mar 2016	9, 38, Protected
DAZN Limited	<b>DAZN</b>		Iran	1378646	13 Apr 2021			9, 38, Pending
DAZN Limited	<b>DAZN &amp; Device (rounded letters, black on white background)</b>		Iran	1459645	13 Apr 2021			9, 38, Pending
DAZN Limited	<b>DAZN</b>		Iraq	2446	28 Apr 2021			9 Pending
DAZN Limited	<b>DAZN</b>		Iraq	2440	28 Apr 2021			38 Pending
DAZN Limited	<b>DAZN</b>		Iraq	2439	28 Apr 2021			41 Pending


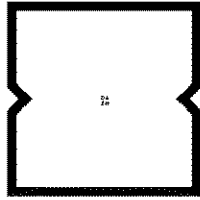

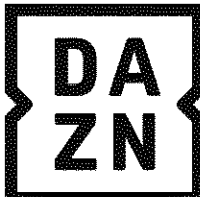
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Iraq	2445	28 Apr 2021		9	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Iraq	2444	28 Apr 2021		38	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Iraq	2443	28 Apr 2021		41	Pending
DAZN Limited	DAZN		Israel	1378646	8 Jun 2017	1378646	8 Jun 2017	38, 41 Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Israel	1459645	20 Nov 2020	334369	2 Nov 2021	9, 35, 38, 41 Protected
DAZN Limited	DAZN		Jamaica	79610	22 Jan 2020	79610	23 Apr 2021	41 Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Jamaica	79611	22 Jan 2020	79611	23 Apr 2021	41 Registered
DAZN Limited	40 DAYS		Japan	1499383	19 Sep 2019	1499383	19 Sep 2019	41 Protected
DAZN Limited	DA ZONE		Japan	1318032	29 Feb 2016	1318032	29 Feb 2016	9, 16, 36, 38, 41, 45 Protected







### Dazn Limited







Dazn Limited	DA ZONE in Katakana Characters	ダ・ゾーン	Japan	2019-120088	10 Sep 2019	6311716	4 Nov 2020	9, 38, 41 Registered
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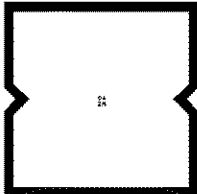



### DAZN Limited






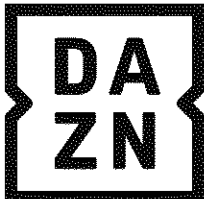







DAZN Limited	DAZN		Japan	1335316	2 Mar 2016	1335316	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Registered
DAZN Limited	DAZN & Device (black on white background)		Japan	1318196	2 Mar 2016	1318196	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Protected
DAZN Limited	DAZN & Device (mini - black on white background)		Japan	1349434	2 Mar 2016	1349434	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Japan	1459645	18 Oct 2018	1459645	18 Oct 2018	9, 35, 38, 41	Protected
<b>Dazn Limited</b>									
Dazn Limited	DAZN in Katakana Characters	ダゾーン	Japan	2019-120096	10 Sep 2019	6311717	4 Nov 2020	9, 38, 41	Registered
<b>DAZN Limited</b>									
DAZN Limited	DAZN MOMENT		Japan	2021-141890	12 Nov 2021			9, 35, 38, 41	Pending
DAZN Limited	DAZN MOMENT in Katakana characters	ダゾーン モーメント	Japan	2021-141891	12 Nov 2021			9, 35, 38, 41	Pending
DAZN Limited	DAZN		Jordan	164220	4 May 2021	179981		9	Pending
DAZN Limited	DAZN		Jordan	164221	4 May 2021	179864		38	Pending
DAZN Limited	DAZN		Jordan	164222	4 May 2021			41	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Jordan	164224	4 May 2021			38	Pending

DAZN Limited	DAZN & Device (rounded letters, black on white background)		Jordan	164205	4 May 2021		41	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Jordan	164223	4 May 2021		9	Pending
DAZN Limited	DAZN		Kazakhstan	1378646	21 Nov 2019	1378646	8 Jun 2017	38, 41 Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Kazakhstan	1459645	11 Oct 2019	1459645	18 Oct 2018	35, 38, 41 Protected
DAZN Limited	DAZN		Kenya	1378646	21 Nov 2019	1378646	8 Jun 2017	9, 38, 41 Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Kenya	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41 Protected
DAZN Limited	DAZN		Kuwait	2021/011361	20 Oct 2021	KW1634617	1 Feb 2022	41 Registered
DAZN Limited	DAZN		Kuwait	2021/011358	20 Oct 2021	KW1634835	7 Feb 2022	9 Registered
DAZN Limited	DAZN		Kuwait	2021/011359	20 Oct 2021	KW1634839	7 Feb 2022	38 Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Kuwait	KW1630905	20 Jun 2021	2021007194	20 Jun 2021	9 Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Kuwait	KW1630893	20 Jun 2021	2021007192	20 Jun 2021	38 Registered

DAZN Limited	DAZN & Device (rounded letters, black on white background)		Kuwait	KW1630889	20 Jun 2021	2021007201	20 Jun 2021	41	Registered
DAZN Limited	DAZN		Kyrgyzstan	1378646	21 Nov 2019	1378646	8 Jun 2017	9, 35, 38, 41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Kyrgyzstan	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN		Laos	1378646	13 Feb 2018	1378646	8 Jun 2017	9, 38, 41	Protected
DAZN Limited	DAZN & Device (black on white background)		Laos	1318196	12 Feb 2018	1318196	2 Mar 2016	9, 38, 41	Protected
DAZN Limited	DAZN		Libya	41302	2 May 2021			9	Pending
DAZN Limited	DAZN		Libya	41303	2 May 2021			38	Pending
DAZN Limited	DAZN		Libya	41304	2 May 2021			41	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Libya	41305	2 May 2021			9	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Libya	41306	2 May 2021			38	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Libya	41307	2 May 2021			41	Pending

DAZN Limited	DA ZONE		Liechtenstein	1318032	29 Feb 2016	1318032	29 Feb 2016	9, 16, 36, 38, 41, 45	Protected
DAZN Limited	DAZN		Liechtenstein	1335316	2 Mar 2016	1335316	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Protected
DAZN Limited	DAZN & Device (black on white background)		Liechtenstein	1318196	2 Mar 2016	1318196	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Protected
DAZN Limited	DAZN & Device (mini - black on white background)		Liechtenstein	1349434	2 Mar 2016	1349434	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Liechtenstein	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN		Macedonia (North)	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Protected
DAZN Limited	DAZN		Malaysia	2017060219	6 Jun 2017	2017060219	17 Sep 2020	9	Registered
DAZN Limited	DAZN		Malaysia	2017060221	6 Jun 2017			38	Pending
DAZN Limited	DAZN Logo		Malaysia	2018053213	13 Feb 2018	2018053213	13 Feb 2018	9	Registered
DAZN Limited	DAZN Logo		Malaysia	2018053215	13 Feb 2018	2018053215	13 Feb 2018	38	Registered


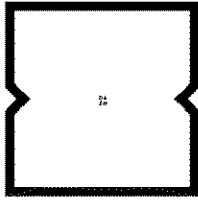




DAZN Limited	<b>DAZN Logo</b>		Malaysia	2018053219	13 Feb 2018	2018053219	13 Feb 2018	41	Registered
DAZN Limited	<b>DAZN &amp; Device (rounded letters, black on white background)</b>		Mexico	1459645	18 Oct 2018	1459645	17 Aug 2021	35, 38, 41	Protected
DAZN Limited	<b>DAZN &amp; Device (rounded letters, black on white background)</b>		Mexico	2282975	18 Oct 2018	1459645	18 Oct 2018	9	Protected
DAZN Limited	<b>DAZN</b>		Moldova (Republic of)	1378646	21 Nov 2019	1378646	8 Jun 2017	9, 38, 41	Protected
DAZN Limited	<b>DAZN &amp; Device (rounded letters, black on white background)</b>		Moldova (Republic of)	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	<b>DAZN</b>		Morocco	1378646	13 Apr 2021	1378646	8 Jun 2017	9, 38, 41	Protected
DAZN Limited	<b>DAZN &amp; Device (rounded letters, black on white background)</b>		Morocco	1459645	13 Apr 2021	1459645	18 Oct 2018	9, 38, 41	Protected
DAZN Limited	<b>DAZN</b>		Namibia	1378646	21 Nov 2019			9, 38, 41	Pending
DAZN Limited	<b>DAZN &amp; Device (rounded letters, black on white background)</b>		Namibia	1459645	11 Oct 2019	1459645	11 Oct 2019	9, 35, 38, 41	Protected
DAZN Limited	<b>DAZN</b>		New Zealand	1378646	8 Jun 2017	1082385	8 Jun 2017	9, 38, 41	Protected






DAZN Limited	DAZN & Device (black on white background)		New Zealand	1090193	12 Feb 2018	1090193	2 Mar 2016	9, 38, 41	Protected
DAZN Limited	DAZN		Nigeria	F/TM/O/2019/161560	1 Nov 2019	RTM 30446	7 May 2021	41	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Nigeria	F/TM/O/2019/161562	1 Nov 2019	RTM 30445	7 May 2021	41	Registered
DAZN Limited	DAZN		Norway	1378646	8 Jun 2017	1378646	8 Jun 2017	41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Norway	1459645	20 Nov 2020	1459645	18 Oct 2018	35, 41	Protected
DAZN Limited	DAZN		OAPI	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Protected
DAZN Limited	DAZN		Oman	1378646	13 Apr 2021	1378646	8 Jun 2017	9, 38, 41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Oman	1459645	13 Apr 2021	1459645	7 Sep 2021	9, 38, 41	Protected
DAZN Limited	DAZN		Pakistan	548726	28 Oct 2019			41	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Pakistan	548728	28 Oct 2019			41	Pending
DAZN Limited	DAZN		Peru	826531-2019	20 Nov 2019	826531-2019	6 Feb 2020	41	Registered







DAZN Limited	DAZN & Device (rounded letters, black on white background)		Peru	826532-2019	20 Nov 2019	826532-2019	6 Feb 2020	41	Registered
DAZN Limited	DAZN		Philippines	1378646	8 Jun 2017	1378646	8 Jun 2017	38, 41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Philippines	1459645	30 Jul 2021	1459645	8 Oct 2021	9, 35, 38, 41	Protected
DAZN Limited	DAZN		Qatar	138923	19 Apr 2020	138923	14 Mar 2021	41	Registered
DAZN Limited	DAZN		Qatar	150688	28 Sep 2021			9	Pending
DAZN Limited	DAZN		Qatar	150689	28 Sep 2021			38	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Qatar	138924	19 Apr 2020	138924	14 Mar 2021	41	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Qatar	150691	28 Sep 2021	150691	11 Aug 2022	38	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Qatar	150690	28 Sep 2021	150690	11 Aug 2022	9	Registered
DAZN Limited	DAZN		Republic of Korea (South)	1378646	8 Jun 2017	1378646	8 Jun 2017	38, 41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Republic of Korea (South)	1459645	20 Nov 2020	1459645	18 Oct 2018	9, 35, 38, 41	Protected



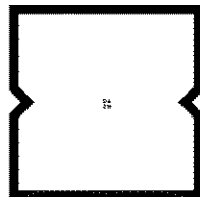

DAZN Limited	DAZN	Russian Federation	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Russian Federation	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN	Saudi Arabia	204664	24 Oct 2019	1441006506	18 Feb 2020	41	Registered	
DAZN Limited	DAZN	Saudi Arabia	286721	19 Apr 2021	1442028304	8 Aug 2021	38	Registered	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Saudi Arabia	204668	24 Oct 2019	1441006505	18 Feb 2020	41	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Saudi Arabia	286712	19 Apr 2021	1442028302	5 Sep 2021	38	Registered
DAZN Limited	DAZN	Serbia	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Serbia	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN	Singapore	40201724248W	8 Jun 2017	40201724248W	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (black on white background)		Singapore	1318196	12 Feb 2018	40201806406V	2 Mar 2016	9, 38, 41	Protected
DAZN Limited	DA ZONE	Switzerland	1318032	29 Feb 2016	1318032	29 Feb 2016	9, 16, 36, 38, 41, 45	Protected	






DAZN Limited	DAZN		Switzerland	1335316	2 Mar 2016	1335316	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Protected
DAZN Limited	DAZN & Device (black on white background)		Switzerland	1318196	2 Mar 2016	1318196	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Protected
DAZN Limited	DAZN & Device (mini - black on white background)		Switzerland	1349434	2 Mar 2016	1349434	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Protected
DAZN Limited	DAZN		Taiwan	107011047	21 Feb 2018	1953551	16 Nov 2018	38, 41	Registered
DAZN Limited	DAZN Logo		Taiwan	107011049	21 Feb 2018	1937711	1 Sep 2018	9, 38, 41	Registered
DAZN Limited	DAZN		Tajikistan	1378646	21 Nov 2019	1378646	8 Jun 2017	38, 41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Tajikistan	1459645	11 Oct 2019	1459645	18 Oct 2018	35, 38, 41	Protected
DAZN Limited	DAZN & Device (black on white background)		Thailand	1318196	12 Feb 2018			9, 38, 41	Pending
DAZN Limited	DAZN		Tunisia	1378646	13 Apr 2021	1378646	8 Jun 2017	9, 38, 41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Tunisia	1459645	13 Apr 2021	1459645	18 Oct 2018	9, 38, 41	Protected

DAZN Limited	DAZN	Turkey	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Turkey	1459645	20 Nov 2020	1459645	2 Nov 2021	9, 35, 38, 41	Protected
DAZN Limited	DAZN	Turkmenistan	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Turkmenistan	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN	Ukraine	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Ukraine	1459645	11 Oct 2019	1459645	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN	United Arab Emirates	318863	15 Oct 2019	318863	15 Oct 2019	41	Registered	
DAZN Limited	DAZN	United Arab Emirates	349239	17 Apr 2021	349239	8 Nov 2021	9	Registered	
DAZN Limited	DAZN	United Arab Emirates	349240	17 Apr 2021	349240	8 Nov 2021	38	Registered	
DAZN Limited	DAZN & Device (rounded letters, black on white background)		United Arab Emirates	318864	16 Oct 2019	318864	16 Oct 2019	41	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		United Arab Emirates	349241	17 Apr 2021	349241	8 Nov 2021	9	Registered

DAZN Limited	DAZN & Device (rounded letters, black on white background)		United Arab Emirates	349242	17 Apr 2021	349242	8 Nov 2021	38	Registered
DAZN Limited	40 DAYS		United States of America	79272432	19 Sep 2019	6061216	19 Sep 2019	41	Protected
DAZN Limited	DAZN		United States of America	87263647	9 Dec 2016	5264263	15 Aug 2017	9, 38, 41	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		United States of America	79255897	18 Oct 2018	6004575	18 Oct 2018	9, 35, 38, 41	Protected
DAZN Limited	DAZN Logo		United States of America	87263666	9 Dec 2016	5264264	15 Aug 2017	9, 38, 41	Registered
DAZN Limited	DAZN		Uruguay	499.817	18 Oct 2018			9, 38, 41	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Uruguay	499.820	18 Oct 2018	499820	21 Apr 2021	38, 41	Registered
DAZN Limited	DAZN		Uzbekistan	1378646	8 Jun 2017	1378646	8 Jun 2017	38, 41	Protected
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Uzbekistan	1459645	11 Oct 2019	1459645	18 Oct 2018	35, 38, 41	Protected
DAZN Limited	DAZN		Venezuela	2020-000178	13 Jan 2020	S073752	24 May 2021	41	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Venezuela	2020-000177	13 Jan 2020	S073751	24 May 2021	41	Registered

DAZN Limited	DAZN	Vietnam	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Protected	
DAZN Limited	DAZN & Device (black on white background)		Vietnam	1318196	12 Feb 2018	1318196	2 Mar 2016	9, 38, 41	Protected
DAZN Limited	40 DAYS	WIPO	1499383	19 Sep 2019	1499383	19 Sep 2019	41	Registered	
DAZN Limited	DA ZONE	WIPO	1318032	29 Feb 2016	1318032	29 Feb 2016	9, 16, 36, 38, 41, 45	Registered	
DAZN Limited	DAZN	WIPO	1335316	2 Mar 2016	1335316	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Registered	
DAZN Limited	DAZN	WIPO	1378646	8 Jun 2017	1378646	8 Jun 2017	9, 38, 41	Registered	
DAZN Limited	DAZN & Device (black on white background)		WIPO	1318196	2 Mar 2016	1318196	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Registered
DAZN Limited	DAZN & Device (mini - black on white background)		WIPO	1349434	2 Mar 2016	1349434	2 Mar 2016	9, 16, 35, 36, 38, 41, 42, 45	Registered
DAZN Limited	DAZN & Device (rounded letters, black on white background)		WIPO	1459645	18 Oct 2018	1459645	18 Oct 2018	9, 35, 38, 41	Registered
DAZN Limited	DAZN	Yemen	107014	24 Nov 2021			9	Pending	
DAZN Limited	DAZN	Yemen	107015	24 Nov 2021			38	Pending	
DAZN Limited	DAZN	Yemen	107016	24 Nov 2021			41	Pending	

DAZN Limited	DAZN & Device (rounded letters, black on white background)		Yemen	108401	6 Mar 2022	9	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Yemen	108399	6 Mar 2022	38	Pending
DAZN Limited	DAZN & Device (rounded letters, black on white background)		Yemen	108400	6 Mar 2022	41	Pending

#### DAZN Media Sales Limited

DAZN Media Sales Limited	DUNK	EUTM	17917047	13 Jun 2018	17917047	30 Oct 2018	9, 38, Registered 41
DAZN Media Sales Limited	DUNK	United Kingdom	3311662	17 May 2018	3311662	17 May 2018	9, 38, Registered 41
DAZN Media Sales Limited	DUNK	United Kingdom	UK00917917047	13 Jun 2018	UK00917917047	30 Oct 2018	9, 38, Registered 41

#### DAZN Media Services Limited

DAZN Media Services Limited	DABBLEBET	United Kingdom	3186809	21 Sep 2016	3186809	21 Sep 2016	9, 28, Registered 41
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[Domain names]

<b>Chargor</b>	<b>Registrar</b>	<b>Domain Name</b>	<b>Registered Date</b>	<b>Renewal Date</b>
DAZN Media Services Limited	Safenames	asian-football.tv	06/08/2013	06/08/2023
DAZN Media Services Limited	Safenames	livesport.tv	22/05/2002	22/05/2024
DAZN Media Services Limited	Safenames	pgtest1.com	16/04/2014	16/04/2024
DAZN Media Services Limited	Safenames	pgtest2.com	16/04/2014	16/04/2024
DAZN Media Services Limited	Safenames	dunk.ae	28/04/2014	28/04/2024
DAZN Media Services Limited	Safenames	dunk.eu.com	28/04/2014	28/04/2024
DAZN Media Services Limited	Safenames	dunk.us.com	28/04/2014	28/04/2024
DAZN Media Services Limited	Safenames	hoops.ae	28/04/2014	28/04/2024
DAZN Media Services Limited	Safenames	hoops.eu.com	28/04/2014	28/04/2024
DAZN Media Services Limited	Safenames	hoops.international	28/04/2014	28/04/2024
DAZN Media Services Limited	Safenames	hoops.land	28/04/2014	28/04/2024
DAZN Media Services Limited	Safenames	hoops.so	28/04/2014	28/04/2024

DAZN Media Services Limited	Safenames	hoops.uk.com	28/04/2014	28/04/2024
DAZN Media Services Limited	Safenames	hoops.us.com	28/04/2014	28/04/2024
DAZN Media Services Limited	Safenames	pgtest3.com	14/08/2014	14/08/2023
DAZN Media Services Limited	Safenames	livesport.football	24/06/2015	24/06/2024
DAZN Media Services Limited	Safenames	dazn.com	01/08/2002	01/08/2023
DAZN Media Services Limited	Safenames	dazn.ca	03/11/2015	03/11/2023
DAZN Media Services Limited	Safenames	dazn.com.au	03/11/2015	03/11/2024
DAZN Media Services Limited	Safenames	dazn.at	03/11/2015	03/11/2023
DAZN Media Services Limited	Safenames	dazn.biz	03/11/2015	02/11/2023
DAZN Media Services Limited	Safenames	dazn.ch	03/11/2015	29/11/2023
DAZN Media Services Limited	Safenames	dazn.co.jp	14/07/2016	31/07/2023
DAZN Media Services Limited	Safenames	dazn.co.nz	03/11/2015	03/11/2023
DAZN Media Services Limited	Safenames	dazn.com.my	11/11/2015	10/11/2023

DAZN Media Services Limited	Safenames	dazn.com.ru	03/11/2015	03/11/2023
DAZN Media Services Limited	Safenames	dazn.com.tr	26/10/2020	25/10/2023
DAZN Media Services Limited	Safenames	dazn.dk	03/11/2015	30/11/2023
DAZN Media Services Limited	Safenames	dazn.eu	03/11/2015	03/11/2023
DAZN Media Services Limited	Safenames	dazn.jp	03/11/2015	30/11/2023
DAZN Media Services Limited	Safenames	dazn.kr	03/11/2015	04/11/2023
DAZN Media Services Limited	Safenames	dazn.media	03/11/2015	03/11/2023
DAZN Media Services Limited	Safenames	dazn.no	03/11/2015	03/11/2023
DAZN Media Services Limited	Safenames	dazn.ru	03/11/2015	03/11/2023
DAZN Media Services Limited	Safenames	dazn.se	03/11/2015	03/11/2023
DAZN Media Services Limited	Safenames	dazn.tv	03/11/2015	03/11/2023
DAZN Media Services Limited	Safenames	dazn.net	15/10/2015	15/10/2023
DAZN Media Services Limited	Safenames	dazn.co.uk	26/10/2015	26/10/2023



DAZN Media Services Limited	Safenames	dazn.de	10/11/2005	10/12/2023
DAZN Media Services Limited	Safenames	fibamedia.com	04/05/2016	04/05/2026
DAZN Media Services Limited	Safenames	dazn.ae	08/06/2016	08/06/2024
DAZN Media Services Limited	Safenames	dazn.ba	08/02/2021	08/02/2024
DAZN Media Services Limited	Safenames	dazn.be	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.bg	13/06/2016	13/06/2024
DAZN Media Services Limited	Safenames	dazn.by	08/06/2016	08/06/2024
DAZN Media Services Limited	Safenames	dazn.cl	06/06/2016	09/06/2024
DAZN Media Services Limited	Safenames	dazn.co	06/06/2016	05/06/2024
DAZN Media Services Limited	Safenames	dazn.co.at	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.co.ba	08/02/2021	08/02/2024
DAZN Media Services Limited	Safenames	dazn.co.cr	09/06/2016	09/06/2024
DAZN Media Services Limited	Safenames	dazn.co.dk	10/06/2016	10/06/2024

DAZN Media Services Limited	Safenames	dazn.co.ee	09/06/2016	09/06/2024
DAZN Media Services Limited	Safenames	dazn.co.hu	08/06/2016	08/06/2024
DAZN Media Services Limited	Safenames	dazn.co.id	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.co.il	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.co.in	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.co.it	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.co.kr	08/06/2016	08/06/2024
DAZN Media Services Limited	Safenames	dazn.co.me	10/06/2016	06/08/2023
DAZN Media Services Limited	Safenames	dazn.co.nl	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.co.no	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.co.pt	10/06/2016	01/07/2023
DAZN Media Services Limited	Safenames	dazn.co.ro	09/06/2016	12/12/2023
DAZN Media Services Limited	Safenames	dazn.co.th	15/08/2016	14/08/2023

DAZN Media Services Limited	Safenames	dazn.co.uz	09/06/2016	09/06/2024
DAZN Media Services Limited	Safenames	dazn.co.za	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.com.ar	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.com.ba	08/02/2021	08/02/2024
DAZN Media Services Limited	Safenames	dazn.com.br	20/06/2016	19/06/2024
DAZN Media Services Limited	Safenames	dazn.com.by	08/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.com.co	06/06/2016	05/06/2024
DAZN Media Services Limited	Safenames	dazn.com.ee	10/06/2016	11/06/2024
DAZN Media Services Limited	Safenames	dazn.com.eg	18/03/2019	18/03/2024
DAZN Media Services Limited	Safenames	dazn.com.es	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.com.ge	07/06/2016	09/06/2024
DAZN Media Services Limited	Safenames	dazn.com.gh	23/06/2016	23/06/2024
DAZN Media Services Limited	Safenames	dazn.com.gr	06/06/2016	05/06/2024

DAZN Media Services Limited	Safenames	dazn.com.hk	10/06/2016	10/06/2024
DAZN Media Services Limited	Safenames	dazn.com.hr	09/06/2016	13/06/2024
DAZN Media Services Limited	Safenames	dazn.com.kg	08/09/2016	16/04/2024
DAZN Media Services Limited	Safenames	dazn.com.kw	20/03/2022	20/03/2024
DAZN Media Services Limited	Safenames	dazn.com.kz	08/06/2016	08/06/2024
DAZN Media Services Limited	Safenames	dazn.com.lv	08/06/2016	08/06/2024
DAZN Media Services Limited	Safenames	dazn.com.mk	10/06/2016	10/06/2024
DAZN Media Services Limited	Safenames	dazn.com.mt	23/03/2022	23/03/2024
DAZN Media Services Limited	Safenames	dazn.com.mx	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.com.pe	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.com.ph	05/06/2016	05/06/2024
DAZN Media Services Limited	Safenames	dazn.com.pl	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.com.pt	07/06/2016	06/06/2024

DAZN Media Services Limited	Safenames	dazn.com.py	06/06/2016	22/05/2024
DAZN Media Services Limited	Safenames	dazn.com.ro	09/06/2016	27/07/2023
DAZN Media Services Limited	Safenames	dazn.com.sg	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.com.tj	08/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.com.tw	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.com.ua	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.com.uy	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.com.uz	09/06/2016	09/06/2024
DAZN Media Services Limited	Safenames	dazn.cr	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.cz	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.ee	09/06/2016	10/06/2024
DAZN Media Services Limited	Safenames	dazn.es	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.fi	07/06/2016	07/06/2024

DAZN Media Services Limited	Safenames	dazn.fr	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.ge	07/06/2016	09/06/2024
DAZN Media Services Limited	Safenames	dazn.gr	06/06/2016	05/06/2024
DAZN Media Services Limited	Safenames	dazn.hk	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.hr	09/06/2016	12/06/2024
DAZN Media Services Limited	Safenames	dazn.hu	08/06/2016	08/06/2024
DAZN Media Services Limited	Safenames	dazn.id	23/08/2016	23/08/2023
DAZN Media Services Limited	Safenames	dazn.in	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.is	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.it	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.kg	05/09/2016	04/09/2023
DAZN Media Services Limited	Safenames	dazn.kz	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.li	06/06/2016	29/06/2024

DAZN Media Services Limited	Safenames	dazn.lt	07/06/2016	07/04/2024
DAZN Media Services Limited	Safenames	dazn.lv	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.md	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.me	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.me.uk	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.mk	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.mx	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.my	07/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.net.br	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.net.my	07/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.net.ru	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.nl	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.nz	06/06/2016	06/06/2024

DAZN Media Services Limited	Safenames	dazn.org.nz	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.org.ru	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.org.uk	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.pe	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.ph	05/06/2016	05/06/2024
DAZN Media Services Limited	Safenames	dazn.pl	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.pt	06/06/2016	05/06/2024
DAZN Media Services Limited	Safenames	dazn.ro	07/06/2016	27/07/2023
DAZN Media Services Limited	Safenames	dazn.sg	07/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.si	07/06/2016	02/06/2024
DAZN Media Services Limited	Safenames	dazn.sk	08/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.tj	08/06/2016	07/06/2024
DAZN Media Services Limited	Safenames	dazn.tm	07/06/2016	07/06/2026



DAZN Media Services Limited	Safenames	dazn.tw	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.ua	02/10/2018	02/10/2024
DAZN Media Services Limited	Safenames	dazn.uk	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.us	06/06/2016	05/06/2024
DAZN Media Services Limited	Safenames	dazn.uy	06/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazn.uz	08/06/2016	08/06/2024
DAZN Media Services Limited	Safenames	dazn.net.au	07/06/2016	06/06/2024
DAZN Media Services Limited	Safenames	dazone.at	25/11/2014	25/11/2023
DAZN Media Services Limited	Safenames	dazone.ch	29/11/2015	29/11/2023
DAZN Media Services Limited	Safenames	dazone.de	20/06/2006	20/07/2023
DAZN Media Services Limited	Safenames	dazone.co.jp	14/07/2016	31/07/2023
DAZN Media Services Limited	Safenames	dazone.co.uk	08/06/2016	08/06/2024
DAZN Media Services Limited	Safenames	dazone.jp	09/06/2016	30/06/2024

DAZN Media Services Limited	Safenames	kickoff-dazn.com	13/07/2016	13/07/2023
DAZN Media Services Limited	Safenames	kicksportsvision.com	26/05/2015	26/05/2024
DAZN Media Services Limited	Safenames	dabble.bet	05/07/2016	05/07/2023
DAZN Media Services Limited	Safenames	dabblebet.com	05/07/2016	05/07/2023
DAZN Media Services Limited	Safenames	iddaa.org	16/04/2005	16/04/2024
DAZN Media Services Limited	Safenames	oddsmania.com	13/06/2006	02/01/2024
DAZN Media Services Limited	Safenames	soccerdb.com	06/02/2003	02/01/2024
DAZN Media Services Limited	Safenames	wtamediportal.com	09/12/2016	09/12/2023
DAZN Media Services Limited	Safenames	dabblebet.co.uk	17/10/2016	17/10/2023
DAZN Media Services Limited	Safenames	dabblebet.co	17/10/2016	16/10/2023
DAZN Media Services Limited	Safenames	dabblebet.info	17/10/2016	17/10/2023
DAZN Media Services Limited	Safenames	dabblebet.net	17/10/2016	17/10/2023
DAZN Media Services Limited	Safenames	dabblebet.org.uk	17/10/2016	17/10/2023

DAZN Media Services Limited	Safenames	dabblebet.org	17/10/2016	17/10/2023
DAZN Media Services Limited	Safenames	dabblebet.uk	17/10/2016	17/10/2023
DAZN Media Services Limited	Safenames	dabblebets.co.uk	17/10/2016	17/10/2023
DAZN Media Services Limited	Safenames	dabblebets.com	17/10/2016	17/10/2023
DAZN Media Services Limited	Safenames	dabblebets.info	17/10/2016	17/10/2023
DAZN Media Services Limited	Safenames	dabblebets.uk	17/10/2016	17/10/2023
DAZN Media Services Limited	Safenames	mydabblebet.co.uk	17/10/2016	17/10/2023
DAZN Media Services Limited	Safenames	mydabblebet.com	17/10/2016	17/10/2023
DAZN Media Services Limited	Safenames	daznportal.com	13/01/2017	13/01/2024
DAZN Media Services Limited	Safenames	dazn.io	08/01/2016	08/01/2024
DAZN Media Services Limited	Safenames	daznplayer.com	01/03/2017	01/03/2024
DAZN Media Services Limited	Safenames	wtatv.com	23/05/2017	23/05/2024
DAZN Media Services Limited	Safenames	dabbleaffiliates.com	28/09/2017	28/09/2027

DAZN Media Services Limited	Safenames	dabblebetaffiliates.com	28/09/2017	28/09/2027
DAZN Media Services Limited	Safenames	dazn.design	04/01/2018	04/01/2024
DAZN Media Services Limited	Safenames	dazn.in.th	04/03/2020	03/03/2024
DAZN Media Services Limited	Safenames	dazn.com.kh	30/11/2018	30/11/2023
DAZN Media Services Limited	Safenames	dazn.net.kh	30/11/2018	30/11/2023
DAZN Media Services Limited	Safenames	dazn.com.vn	02/02/2018	03/02/2024
DAZN Media Services Limited	Safenames	dazn.vn	02/02/2018	03/02/2024
DAZN Media Services Limited	Safenames	dazn.space	30/11/2017	30/11/2023
DAZN Media Services Limited	Safenames	daznfeeds.com	16/11/2018	16/11/2023
DAZN Media Services Limited	Safenames	dazn.group	28/11/2018	28/11/2023
DAZN Media Services Limited	Safenames	perform.dev	04/03/2019	04/03/2024
DAZN Media Services Limited	Safenames	dazn.global	22/05/2019	22/05/2024
DAZN Media Services Limited	Safenames	dazngroup.com	21/02/2019	21/02/2024

DAZN Media Services Limited	Safenames	dazn.inc	09/07/2019	09/07/2023
DAZN Media Services Limited	Safenames	dazncareers.com	12/07/2019	12/07/2024
DAZN Media Services Limited	Safenames	performdalet.global	05/09/2016	05/09/2023
DAZN Media Services Limited	Safenames	mediasports.de	11/12/2019	11/12/2023
DAZN Media Services Limited	Safenames	dazn.dev	28/02/2019	28/02/2024
DAZN Media Services Limited	Safenames	performgroup.global	12/01/2016	12/01/2024
DAZN Media Services Limited	Safenames	daznplay.com	17/03/2021	17/03/2024
DAZN Media Services Limited	Safenames	dazn.au	31/03/2022	31/03/2024
DAZN Media Services Limited	Safenames	dazn.giving	23/01/2023	23/01/2024
DAZN Media Services Limited	Safenames	daznmoment.com	09/11/2021	09/11/2027
DAZN Media Services Limited	Safenames	stop-sports-theft.co.uk	02/03/2023	02/03/2028
DAZN Media Services Limited	Safenames	stop-sports-theft.com	02/03/2023	02/03/2028
DAZN Media Services Limited	Safenames	stop-sports-theft.live	02/03/2023	02/03/2028

DAZN Media Services Limited	Safenames	stop-sports-theft.online	03/03/2023	03/03/2028
DAZN Media Services Limited	Safenames	stop-sports-theft.org	02/03/2023	02/03/2028
DAZN Media Services Limited	Safenames	stop-sports-theft.tv	02/03/2023	02/03/2028
DAZN Media Services Limited	Safenames	crazydazn.com	30/10/2022	30/10/2024

[Patents]

<b>Titles</b>	<b>Country</b>	<b>App. No. App. Date</b>	<b>Patent No. Issue Date</b>	<b>Status</b>	<b>Owner</b>
Dynamic behavior modification for content download and playback	US	16/933,063 7/20/2020	11070607 7/20/2021	Issued	DAZN Limited
Content player performance detection	US	18/103,911 1/31/2023		Filed	DAZN Limited
Content player performance detection	US	16/987,016 8/6/2020	11582278 2/14/2023	Issued	DAZN Limited
Software maintenance, distribution and loading	US	16/513,338 7/16/2019	11586708 2/21/2023	Issued	DAZN Limited
Software maintenance, distribution and loading	US	18/103,199 1/30/2023		Filed	DAZN Limited
Software maintenance, distribution and loading	EP	07/25/2019 19188311.5		Pending	DAZN Limited
Software maintenance, distribution and loading	GB	07/27/2018 1812287.9		Allowed to Lapse	DAZN Limited
Dynamic behavior modification for content download and playback	EP	07/22/2020 20746596.4		Published	DAZN Limited
Dynamic behavior modification for content download and playback	WO	07/22/2020 PCT/EP2020/070703		Published	DAZN Limited
Content player performance detection	EP	08/07/2020 20753935.4		Published	DAZN Limited

[Copyrights]

Title	Reg. No.	Reg. Date	Status	Owner
Canelo v. Bivol.	PA0002379126	11/5/2022	Registered	DAZN Limited
Canelo v. GGG III.	PA0002385201	12/9/2022	Registered	DAZN Limited
Canelo v Kovalev Fight.	PAu004014556	3/26/2020	Registered	DAZN Limited
GGG v Derevyanchenko Fight.	PAu004014536	3/26/2020	Registered	DAZN Limited
Jacobs v Chavez Jr. Fight.	PAu004014541	3/26/2020	Registered	DAZN Limited
Saul 'Canelo' Alvarez v Dmitry Bivol WBA light-heavyweight title in in Las Vegas 8 May 2022.	PA0002378417	9/21/2022	Registered	DAZN Limited
Saul 'Canelo' Alvarez v Gennady 'GGG' Golovkin WBA 17 September 2022.	PA0002387282	11/17/2022	Registered	DAZN Limited



**SCHEDULE 5**  
**INSURANCE POLICIES**

*[None at the date of this Debenture]*

## SCHEDULE 6

### CONTROLLED ACCOUNTS

#### Part 1

#### Form of Notice of Charge of Controlled Accounts

To: [Insert name and address of bank/building society/financial institution]

Date: [●]

Dear Sirs

**Re: [name of relevant Chargor] – Security over Controlled Bank Account(s)**

Name of Controlled Account(s) <sup>1</sup>	Account number and sort code

1. We hereby give you notice that we have charged to [●] (the “**Collateral Agent**”) pursuant to a debenture entered into by us in favour of the Collateral Agent dated [●] 2023 all of our right, title and interest in and to the accounts with you listed above (including any renewal or redesignation of such account) and all monies standing to the credit of such accounts from time to time (the “**Controlled Accounts**”).
2. If the security constituted by the Debenture becomes enforceable, the Collateral Agent may notify you of such event (an “**Enforcement Notice**”).
3. With effect from the date of your receipt of this notice:
  - (a) we instruct and authorise you, following receipt of an Enforcement Notice, to hold all monies from time to time standing to the credit of the Controlled Account monies to the order of the Collateral Agent and to pay all or any part of those monies to the Collateral Agent (or as it may direct) promptly;
  - (b) we instruct and authorise you to disclose to the Collateral Agent (without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure) such information relating to the Account which the Collateral Agent may from time to time request you to disclose to it; and
  - (c) until such time as you acknowledge receipt of an Enforcement Notice, we may operate the Controlled Accounts in the ordinary manner and make payments in accordance with the Controlled Account authorisations in place from time to time.

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<sup>1</sup> Insert details of Controlled Accounts only. This notice does not apply to Accounts which are not Controlled Accounts.

This notice and all matters including non-contractual obligations arising out of or in connection with it are governed by English law. Please accept this notice by signing the enclosed acknowledgement and returning it to the Collateral Agent at [●] marked for the attention of [●].

Yours faithfully

For and on behalf of

[*Chargor*]

Signed: \_\_\_\_\_

Name:

Capacity:

**Part 2**  
**Form of Acknowledgement of Charge of Controlled Account**  
**[ON HSBC LETTERHEAD]**

[Date]

To: MGG LUX SV 1 S.À R.L., acting in respect of its compartment, Compartment Tracksuit (the “**Collateral Agent**”)

Copy to: DAZN LIMITED (the “**Company**”)

Dear Sirs,

1. We acknowledge receipt from the Company of a notice dated [\*] 2023 in respect of the accounts described in the table below (each, a “**Charged Account**”):

Account number	Security agreement	Date of security agreement

2. We understand that the Company has granted security in favour of the Collateral Agent over all its rights, title and interest in the Charged Accounts and the monies from time to time standing to their credit.

3. Charged Accounts includes each sub or ledger account of that account and any replacement account:

4. We note that during the period:

- (a) commencing on the date of this acknowledgement; and
- (b) ending on the date that the Collateral Agent gives us written notice revoking the authority of the Company to give instructions in respect of the Charged Accounts in the form of Schedule 1 (the “**Enforcement Notice**”),

the Charged Accounts can be operated in the ordinary manner with payments made in accordance with that Charged Account’s authorisations in place from time to time.

5. Until an Enforcement Notice has been received by us:

- (a) we may operate the Charged Accounts in the ordinary course of banking business and pursuant to the terms and conditions applicable to such Charged Account including, without limitation:
  - (i) collecting cheques and other payment orders by any medium when accepting monies for the credit of a Charged Account;

- (ii) honouring any payment or other instructions, notices or directions regarding a Charged Account; and
- (iii) allowing the Company to draw cheques and make other payments and generally to withdraw funds from the Charged Accounts,

subject to paragraph 5(a), without reference or authority from the Collateral Agent;

- (b) we may act upon instructions from any authorised signatory of the Company and the Collateral Agent in accordance with the terms and conditions applicable to the Charged Accounts and subject to paragraph 5(a), without reference or authority from the Collateral Agent;
- (c) the Charged Accounts shall be operated the basis of our standard terms and conditions as varied from time to time or by any other arrangement between us and the Company;
- (d) all costs, charges and expenses for the maintenance of each Charged Account and arising under this arrangement shall be the responsibility of the Company and in the event that these are not otherwise met by the Company when they are due such expenses may be debited directly by us to the Charged Accounts;
- (e) we may rely on any notice, instruction, direction, communication or other document or information believed by us to be genuine and correct which has been signed or communicated by the person by who it purports to be signed and communicated and we shall not be liable for the consequences;
- (f) we have no obligation whatsoever to verify the facts or matters stated in any notice, instruction, direction, communication or other document or information received by us as true and correct, including whether the terms of any agreement between the Collateral Agent and the Company have been complied with or the making of any enquiry as to whether a security interest has become enforceable;
- (g) we are not obliged to comply with any instructions received if, due to circumstances which are not within our direct control, we are unable to comply with such instructions or to comply with those instructions would breach a court order or be contrary to law or regulation;
- (h) nothing in this acknowledgment or otherwise deems us to be a trustee or other fiduciary with respect to the Charged Accounts and our relationship to the Company shall be that of banker and accountholder only;
- (i) nothing in this acknowledgment or otherwise requires us to provide information, undertake regular reporting or provide services in relation to the operation of the Charged Accounts that are not currently contemplated or undertaken by us as banker for the Company; and
- (j) to the extent that an instruction for withdrawal from a Charged Account is given which would in our opinion cause a Charged Account to be overdrawn we shall only transfer the outstanding cleared credit balance in the Charged Account.

6. We are not obliged to act in accordance with any notice, instruction, direction or communication received from the Collateral Agent unless:
- (a) the Collateral Agent delivers to us a certified true copy of a list of authorised signatories together with specimen signatures of the persons authorised by the Collateral Agent to give notices and instructions to us in connection with this Notice, in form and substance satisfactory to us; and
  - (b) any such notice, instruction, direction or communication are delivered to us by registered mail to each of:
    - (i) Simon Millsop ([simon.w.millsop@hsbc.com](mailto:simon.w.millsop@hsbc.com));
    - (ii) Viviane Cheetham ([viviane.cheetham@hsbc.com](mailto:viviane.cheetham@hsbc.com)); and
    - (iii) Sharon Daw ([sharondaw@hsbc.com](mailto:sharondaw@hsbc.com)).
7. On receipt of an Enforcement Notice, we will:
- (a) act on Collateral Agent's instructions in accordance with the terms and conditions applicable to the Charged Accounts and any other products or services provided by us relating to the Charged Accounts;
  - (b) not act on any instructions received by the Company;
  - (c) hold all monies from time to time standing to the credit of the Controlled Accounts to the order of the Collateral Agent and pay all or any part of those monies to the Collateral Agent (or as it may direct) promptly; and
  - (d) disclose to the Collateral Agent such information relating to the Controlled Accounts which the Collateral Agent may request from time to time.
8. We shall be released from any obligation owed or agreed by us under or in connection with this acknowledgment or the Enforcement Notice to act on the instruction, direction or communication of the Collateral Agent on the earlier of:
- (a) the revocation of the Enforcement Notice (by operation of law, by instruction from the Collateral Agent or otherwise); or
  - (b) the date that we acknowledge receipt of a notice from the Collateral Agent substantially in the form set out in Schedule 2.
9. This acknowledgment (including any non-contractual obligation arising out of or in connection with it) is governed by and shall be construed in accordance with English law and the English Courts shall have exclusive jurisdiction.

Yours faithfully

[signatory]

For and on behalf of

**HSBC Bank plc**

**Schedule 1**  
**Form of Enforcement Notice**

**[ON COLLATERAL AGENT LETTERHEAD]**

[Date]

By e-mail to:           Simon Millsop (simon.w.millsop@hsbc.com)  
                              Viviane Cheetham (viviane.cheetham@hsbc.com)  
                              Sharon Daw (sharondaw@hsbc.com)

Copy to:     DAZN Limited (the “**Company**”)

Dear Sirs,

1.     We refer to the notice of charge sent to you by us and/or the Company dated [\*] and the acknowledgment of charge sent by you to us and the Company dated [\*] (the “**Acknowledgement of Charge**”). This is an Enforcement Notice (as defined in the Acknowledgement of Charge).
2.     We hereby notify you that the authority of the Company to operate the Charged Accounts (as defined in the Acknowledgement of Charge) is revoked and you should only act on the instruction of our authorised signatories.

Yours faithfully

[signatory]

For and on behalf of

MGG LUX SV 1 S.À R.L., acting in respect of its compartment, Compartment Tracksuit

**Schedule 2**  
**Form of Release Notice**

**[ON COLLATERAL AGENT LETTERHEAD]**

[Date]

By e-mail to: Simon Millsop (simon.w.millsop@hsbc.com)  
Viviane Cheetham (viviane.cheetham@hsbc.com)  
Sharon Daw (sharondaw@hsbc.com)

Copy to: DAZN Limited (the “**Company**”)

Dear Sirs,

1. We refer to the notice of charge sent to you by us and/or the Company dated [\*] and the acknowledgment of charge sent by you to us and the Company dated [\*] (the “**Acknowledgement of Charge**”).
2. On and with effect from [\*], the Collateral Agent:
  - (a) released the security created by the Company over the Charged Accounts (as defined in the Acknowledgment of Charge); and
  - (b) reassigned to the Company absolutely all or any part of the Charged Accounts assigned to it.
3. The Collateral Agent acknowledges and confirms that it no longer has any rights or entitlements under or in connection with the Charged Accounts.

Yours faithfully

[signatory]

For and on behalf of

MGG LUX SV 1 S.À R.L., acting in respect of its compartment, Compartment Tracksuit



**SCHEDULE 7**  
**ACCOUNTS**

**Part 1**  
**Form of Notice of Charged Accounts**

To: *[Insert name and address of bank/building society/financial institution]*

Date: [●]

Dear Sirs

**Re: [name of relevant Chargor] – Security over Bank Account(s)**

Name of Account(s)	Account number and sort code

1. We hereby give you notice that we have charged to [●] (the “**Collateral Agent**”) pursuant to a debenture entered into by us in favour of the Collateral Agent dated [●] 2023 all of our right, title and interest in and to the accounts with you listed above (including any renewal or redesignation of such account) and all monies standing to the credit of such accounts from time to time (the “**Accounts**”).
2. If the security constituted by the Debenture becomes enforceable, the Collateral Agent may notify you of such event (an “**Enforcement Notice**”).
3. With effect from the date of your receipt of this notice:
  - (a) we instruct and authorise you, following receipt of an Enforcement Notice, to hold all monies from time to time standing to the credit of the Account monies to the order of the Collateral Agent and to pay all or any part of those monies to the Collateral Agent (or as it may direct) promptly;
  - (b) we instruct and authorise you to disclose to the Collateral Agent (without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure) such information relating to the Account which the Collateral Agent may from time to time request you to disclose to it; and
  - (c) until such time as you acknowledge receipt of an Enforcement Notice, we may operate the Accounts in the ordinary manner and make payments in accordance with the Account authorisations in place from time to time.

This notice and all matters including non-contractual obligations arising out of or in connection with it are governed by English law. Please accept this notice by signing the enclosed acknowledgement and returning it to the Collateral Agent at [●] marked for the attention of [●].

Yours faithfully

For and on behalf of

[*Chargor*]

Signed: \_\_\_\_\_

Name:

Capacity:

**Part 2**  
**Acknowledgement of Security by Account Bank**

[Date]

To: MGG LUX SV 1 S.À R.L., acting in respect of its compartment, Compartment Tracksuit (the “**Collateral Agent**”)

Copy to: DAZN LIMITED (the “**Company**”)

Dear Sirs,

1. We acknowledge receipt from the Company of a notice dated [\*] 2023 in respect of the accounts described in the table below (each, a “**Charged Account**”):

Account number	Security agreement	Date of security agreement

2. We understand that the Company has granted security in favour of the Collateral Agent over all its rights, title and interest in the Charged Accounts and the monies from time to time standing to their credit.
3. Charged Accounts includes each sub or ledger account of that account and any replacement account.
4. We note that during the period:
- (a) commencing on the date of this acknowledgement; and
  - (b) ending on the date that the Collateral Agent gives us written notice revoking the authority of the Company to give instructions in respect of the Charged Accounts in the form of Schedule 1 (the “**Enforcement Notice**”),

the Charged Accounts can be operated in the ordinary manner with payments made in accordance with that Charged Account’s authorisations in place from time to time.

5. Until an Enforcement Notice has been received by us:
- (a) we may operate the Charged Accounts in the ordinary course of banking business and pursuant to the terms and conditions applicable to such Charged Account including, without limitation:
    - (i) collecting cheques and other payment orders by any medium when accepting monies for the credit of a Charged Account;

- (ii) honouring any payment or other instructions, notices or directions regarding a Charged Account; and
    - (iii) allowing the Company to draw cheques and make other payments and generally to withdraw funds from the Charged Accounts,
  - without reference or authority from the Collateral Agent;
  - (b) we may act upon instructions from any authorised signatory of the Company in accordance with the terms and conditions applicable to the Charged Accounts without reference or authority from the Collateral Agent;
  - (c) the Charged Accounts shall be operated the basis of our standard terms and conditions as varied from time to time or by any other arrangement between us and the Company;
  - (d) all costs, charges and expenses for the maintenance of each Charged Account and arising under this arrangement shall be the responsibility of the Company and in the event that these are not otherwise met by the Company when they are due such expenses may be debited directly by us to the Charged Accounts;
  - (e) we may rely on any notice, instruction, direction, communication or other document or information believed by us to be genuine and correct which has been signed or communicated by the person by who it purports to be signed and communicated and we shall not be liable for the consequences;
  - (f) we have no obligation whatsoever to verify the facts or matters stated in any notice, instruction, direction, communication or other document or information received by us as true and correct, including whether the terms of any agreement between the Collateral Agent and the Company have been complied with or the making of any enquiry as to whether a security interest has become enforceable;
  - (g) we are not obliged to comply with any instructions received if, due to circumstances which are not within our direct control, we are unable to comply with such instructions or to comply with those instructions would breach a court order or be contrary to law or regulation;
  - (h) nothing in this acknowledgment or otherwise deems us to be a trustee or other fiduciary with respect to the Charged Accounts and our relationship to the Company shall be that of banker and accountholder only;
  - (i) nothing in this acknowledgment or otherwise requires us to provide information, undertake regular reporting or provide services in relation to the operation of the Charged Accounts that are not currently contemplated or undertaken by us as banker for the Company; and
  - (j) to the extent that an instruction for withdrawal from a Charged Account is given which would in our opinion cause a Charged Account to be overdrawn we shall only transfer the outstanding cleared credit balance in the Charged Account.
6. We are not obliged to act in accordance with any notice, instruction, direction or communication received from the Collateral Agent unless:
- (a) the Collateral Agent delivers to us a certified true copy of a list of authorised signatories together with specimen signatures of the persons authorised by the

Collateral Agent to give notices and instructions to us in connection with this Notice, in form and substance satisfactory to us; and

- (b) any such notice, instruction, direction or communication are delivered to us by registered mail to each of:

- (i) Simon Millsop ([simon.w.millsop@hsbc.com](mailto:simon.w.millsop@hsbc.com));
- (ii) Viviane Cheetham ([viviane.cheetham@hsbc.com](mailto:viviane.cheetham@hsbc.com)); and
- (iii) Sharon Daw ([sharondaw@hsbc.com](mailto:sharondaw@hsbc.com)).

7. On receipt of an Enforcement Notice, we will:

- (a) act on Collateral Agent's instructions in accordance with the terms and conditions applicable to the Charged Accounts and any other products or services provided by us relating to the Charged Accounts;
- (b) not act on any instructions received by the Company;
- (c) hold all monies from time to time standing to the credit of the Controlled Accounts to the order of the Collateral Agent and pay all or any part of those monies to the Collateral Agent (or as it may direct) promptly; and
- (d) disclose to the Collateral Agent such information relating to the Controlled Accounts which the Collateral Agent may request from time to time.

8. We shall be released from any obligation owed or agreed by us under or in connection with this acknowledgment or the Enforcement Notice to act on the instruction, direction or communication of the Collateral Agent on the earlier of:

- (a) the revocation of the Enforcement Notice (by operation of law, by instruction from the Collateral Agent or otherwise); or
- (b) the date that we acknowledge receipt of a notice from the Collateral Agent substantially in the form set out in Schedule 2.

9. This acknowledgment (including any non-contractual obligation arising out of or in connection with it) is governed by and shall be construed in accordance with English law and the English Courts shall have exclusive jurisdiction.

Yours faithfully

[*signatory*]

For and on behalf of

**HSBC Bank plc**

**Form of Enforcement Notice**  
**[ON COLLATERAL AGENT LETTERHEAD]**

[Date]

By e-mail to: Simon Millsop (simon.w.millsop@hsbc.com)  
Viviane Cheetham (viviane.cheetham@hsbc.com)  
Sharon Daw (sharondaw@hsbc.com)

Copy to: DAZN Limited (the “**Company**”)

Dear Sirs,

1. We refer to the notice of charge sent to you by us and/or the Company dated [\*] and the acknowledgment of charge sent by you to us and the Company dated [\*] (the “**Acknowledgement of Charge**”). This is an Enforcement Notice (as defined in the Acknowledgement of Charge).
2. We hereby notify you that the authority of the Company to operate the Charged Accounts (as defined in the Acknowledgment of Charge) is revoked and you should only act on the instruction of our authorised signatories.

Yours faithfully

[signatory]

For and on behalf of

MGG LUX SV 1 S.À R.L., acting in respect of its compartment, Compartment Tracksuit

## Form of Release Notice

[ON COLLATERAL AGENT LETTERHEAD]

[Date]

By e-mail to: Simon Millsop (simon.w.millsop@hsbc.com)  
Viviane Cheetham (viviane.cheetham@hsbc.com)  
Sharon Daw (sharondaw@hsbc.com)

Copy to: DAZN Limited (the “**Company**”)

Dear Sirs,

1. We refer to the notice of charge sent to you by us and/or the Company dated [\*] and the acknowledgment of charge sent by you to us and the Company dated [\*] (the “**Acknowledgement of Charge**”).
2. On and with effect from [\*], the Collateral Agent:
  - (a) released the security created by the Company over the Charged Accounts (as defined in the Acknowledgment of Charge); and
  - (b) reassigned to the Company absolutely all or any part of the Charged Accounts assigned to it.
3. The Collateral Agent acknowledges and confirms that it no longer has any rights or entitlements under or in connection with the Charged Accounts.

Yours faithfully

[*signatory*]

For and on behalf of

MGG LUX SV 1 S.À R.L., acting in respect of its compartment, Compartment Tracksuit

**SCHEDULE 8**  
**INSURANCE POLICIES**

**Part 1**  
**Notice of Assignment of Insurance Policies**

To:     *[Insert name and address of insurer]*

Date:   [●]

Dear Sirs

We give you notice that, by a debenture dated [●] (the “**Debenture**”), we charged by way of assignment to *[insert name of Collateral Agent]* (the “**Collateral Agent**”) (as trustee for the Secured Parties) all our right, interests and benefits in, to and under the *[describe Insurance Policy]* with policy number *[insert policy number]* effected by us or whomsoever (including all monies payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the “**Policy**”).

We will remain liable to perform all our obligations under the Policy and the Collateral Agent is under no obligation of any kind whatsoever under the Policy nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy.

If the security constituted by the Debenture becomes enforceable, the Collateral Agent may notify you of such event (an “**Enforcement Notice**”).

Please note that immediately following your receipt of an Enforcement Notice:

1.     all remedies provided for under the Policy or available at law or in equity are exercisable by the Collateral Agent;
2.     all rights to compel performance of the Policy are exercisable by the Collateral Agent;
3.     all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Policy belong to the Collateral Agent;
4.     all amounts payable by you in relation to the Policy shall be payable directly to (or at the direction of) the Collateral Agent; and
5.     you are authorised to disclose information in relation to the Policy to the Collateral Agent.

This letter may only be revoked with the prior written consent of the Collateral Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Collateral Agent (at *[insert name & address of Collateral Agent]*) with a copy to us.

Yours faithfully

.....  
*[Insert name of charging company]*



**Part 2**  
**Acknowledgement of Assignment by Insurer**

To:     *[Insert name of Collateral Agent]*  
          as Collateral Agent

Date:    [●]

Dear Sirs

We confirm receipt from *[insert name of charging company]* (the “**Chargor**”) of a notice dated [●] of a charge by way of assignment upon the terms of a debenture dated [●] (the “**Debenture**”) to *[insert name of Collateral Agent]* (the “**Collateral Agent**”) (as trustee for the Secured Parties) of all the Chargor’s right, interest and benefit in, to and under the Policy (as specified in that notice) to which we are a party (the “**Notice**”).

We confirm that:

1.       we have not received notice of:
  - (a)     any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or
  - (a)     the interest of any third party in any of the rights, interests and benefits specified in the Notice;
2.       we acknowledge the terms of the Notice and will act in accordance with its provisions;
3.       we will notify the Collateral Agent of any claim paid out by us under the Policy; and
4.       no breach or default on the part of the Chargor of any of the terms of such Policy will be deemed to have occurred unless we have given notice of such breach to the Collateral Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....  
*[Insurer]*

**SCHEDULE 9**  
**SPECIFIC CONTRACTS**

**Part 1**  
**Notice of Assignment of Specific Contracts**

To:     *[Insert name of Counterparty/ies]*

Date:   [●]

Dear Sirs,

We give you notice that, by a debenture dated [●] (the “**Debenture**”), we charged by way of assignment to *[insert name of Collateral Agent]* (the “**Collateral Agent**”) (as trustee for the Secured Parties) all our right, interests and benefits in, to and under the *[describe Specific Contract]* (including all monies payable thereunder) (the “**Contract**”).

We will remain liable to perform all our obligations under the Contract and the Collateral Agent is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Contract.

If the security constituted by the Debenture becomes enforceable, the Collateral Agent may notify you of such event (an “**Enforcement Notice**”).

Please note that immediately following your receipt of an Enforcement Notice:

1.     all remedies provided for under the Contract or available at law or in equity are exercisable by the Collateral Agent;
2.     all rights to compel performance of the Contract are exercisable by the Collateral Agent;
3.     all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Contract belong to the Collateral Agent;
4.     all amounts payable by you in relation to the Contract shall be payable directly to (or at the direction of) the Collateral Agent; and
5.     you are authorised to disclose information in relation to the Contract to the Collateral Agent.

This letter may only be revoked with the prior written consent of the Collateral Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Collateral Agent (at *[insert name & address of Collateral Agent]*) with a copy to us.

Yours faithfully

.....  
*[Insert name of charging company]*

**Part 2**  
**Acknowledgement of Assignment by Counterparty**

To:     *[Insert name of Collateral Agent]*  
          as Collateral Agent

Date:    [●]

Dear Sirs

We confirm receipt from [●] (the “**Chargor**”) of a notice dated [●] of a charge by way of assignment upon the terms of a debenture dated [●] (the “**Debenture**”) to *[insert name of Collateral Agent]* (the “**Collateral Agent**”) (as trustee for the Secured Parties) of all the Chargor’s right, interest and benefit in, to and under the Contract (as specified in that notice) to which we are a party (the “**Notice**”).

We confirm that we have not received notice of:

1.       any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or
2.       the interest of any third party in any of the rights, interests and benefits specified in the Notice.

We confirm that we acknowledge the terms of the Notice and will act in accordance with its provisions.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....  
*[Insert name of counterparty]*

**SCHEDULE 10**  
**FORM OF SECURITY ACCESSION DEED**

**THIS SECURITY ACCESSION DEED** is dated [●] and is made between:

- (1) [●] (registered in England and Wales with registered number [●] and with its registered address at [●]) for itself and for the Chargors (the “**Parent**”);
- (2) [●] (registered in England and Wales with registered number [●] and with its registered address at [●]) (the “**Additional Chargor**”); and
- (3) [●] as security trustee for itself and the other Secured Parties (the “**Collateral Agent**”).

**WHEREAS**

- (A) This Security Accession Deed is supplemental to a debenture dated [●] between, among others, the Parent and the Collateral Agent (the “**Debenture**”) and the Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) [The Additional Chargor has also entered into a Accession Deed to the Senior Facilities Agreement on or about the date of this Security Accession Deed and by doing so appoints the Parent as its agent on the terms set out in the Security Accession Deed.]
- (C) The Additional Chargor is required to enter into this Security Accession Deed as a condition of the Loan Documents.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

**1.2 Interpretation**

Clauses 1.2 (*Terms defined in other Loan Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*), 1.8 (*Deed*) and 1.9 (*Excluded Assets*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those Clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

**2. ACCESSION OF ACCEDING CHARGOR**

**2.1 Accession**

The Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

## 2.2 **Covenant to pay**

The Additional Chargor covenants with the Collateral Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

## 3. **FIXED SECURITY**

### 3.1 **General**

All Security created by the Additional Chargor under this Clause 3 and Clause 4 (*Floating Charge*) is:

- (a) granted in favour of the Collateral Agent as security trustee for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disapplied under Clause 12.1 (*Implied covenants for title*) of the Debenture); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of the Additional Chargor in and to the relevant Charged Asset.

### 3.2 **Assignment by way of Security**

- (a) The Additional Chargor assigns and agrees to assign absolutely with and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
  - (i) each Insurance Policy; and
  - (ii) each Specific Contract.
- (b) The Additional Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.2, prior to the occurrence of an Enforcement Event, the Additional Chargor may, subject to the other terms of the Loan Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Insurance Policies.

### 3.3 **Fixed charges**

The Additional Chargor (to the extent not validly and effectively assigned pursuant to Clause 3.2 (*Assignment by way of Security*)) charges by way of first fixed charge:

- (a) the Accounts;
- (b) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (c) the Intellectual Property;
- (d) any goodwill and rights and claims in relation to its uncalled share capital;

- (e) the Investments; and
- (f) each of the assets which are specified in Clause 3.2 (*Assignment by way of Security*).

### 3.4 **Fixed security**

Clause 3.2 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

## 4. **FLOATING CHARGE**

### 4.1 **Floating charge**

- (a) The Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Assignment by way of Security*) or 3.3 (*Fixed charges*) respectively. Notwithstanding anything to the contrary contained in the Debenture, Clause 1.9 (*Excluded Assets*) shall not apply to this Clause 4.1.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

### 4.2 **Conversion of floating charge to fixed Security**

- (a) The Collateral Agent may at any time by notice to the Additional Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:
  - (i) this Security Accession Deed is enforceable in accordance with Clause 14 (*When Security becomes enforceable*) of the Debenture;
  - (ii) the Collateral Agent reasonably considers that any of the Charged Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;
  - (iii) the Collateral Agent reasonably considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge created by Clause 4.1 (*Floating charge*); or
  - (iv) an Event of Default under paragraph (f) of section 9.01 (*Events of Default*) of the Senior Facilities Agreement is continuing.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iv) below has occurred:

- (i) the Additional Chargor creates (or attempts or takes any steps to create) any Security over any Charged Asset (save as expressly permitted under the Senior Facilities Agreement);
- (ii) the Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Senior Facilities Agreement);
- (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within two Business Days); or
- (iv) an Enforcement Event occurs.

## **5. Consent of existing charging companies**

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed).

## **6. Security power of attorney**

### **6.1 Appointment and powers**

The Additional Chargor by way of security irrevocably appoints the Collateral Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Additional Chargor by this Security Accession Deed or any other agreement binding on the Additional Chargor to which the Collateral Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which the Additional Chargor has been requested in writing by the Collateral Agent to do, but has failed to do within five Business Days of such request; and
- (b) enabling the Collateral Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with Clause 14 (*When Security becomes enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

### **6.2 Exercise of power of attorney**

The Collateral Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 6.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by the Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within five Business Days of being notified of that failure by the Collateral Agent (with a copy of such notice being sent to the Parent).

7. **Counterparts**

This Security Accession Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Security Accession Deed.

8. **Governing law and jurisdiction**

Clause 28 (*Governing law and jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

**THIS SECURITY ACCESSION DEED** has been executed as, and is intended to take effect as, a deed by the Parent and the Additional Chargor and is delivered and has been signed by the Collateral Agent on the date written on the first page of this Security Accession Deed.



**Schedule 1**  
**Shares**

**Schedule 2**  
**Intellectual Property**

**Schedule 3**  
**Insurance Policies**

## SIGNATURES TO THE SECURITY ACCESSION DEED

### The Parent

**EXECUTED AS A DEED** by

**[●] LIMITED**

acting by

)

)

)

)

.....  
Director

Witness signature:

Witness name:

.....

Witness address:

.....

.....

.....

### Additional Chargor

**EXECUTED AS A DEED** by

**[●] LIMITED**

acting by

)

)

)

)

.....  
Director

Witness signature:

.....

Witness name:

.....

Witness address:

.....

.....

### Collateral Agent

by

**[●] LIMITED**

acting by

)

)

)

)

.....  
[Authorised signatory]

## EXECUTION PAGE

### The Parent

Executed as a deed, but not delivered until the  
first date specified on page 1, by  
**DAZN SPORTS MEDIA LIMITED** acting by:

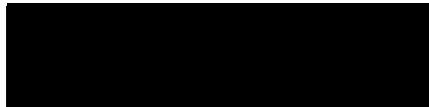
Director



Name:

Darren Waterman

in the presence of:

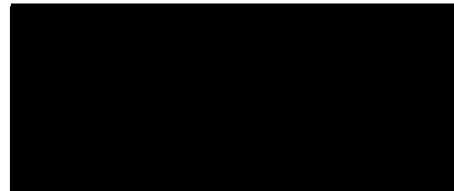


Witness signature

Witness name:

THOMAS MAW

Witness address:



### Chargors

Executed as a deed, but not delivered until the  
first date specified on page 1, by  
**DAZN SPORTS MEDIA LIMITED** acting by:

Director



Name:

Darren Waterman

in the presence of:

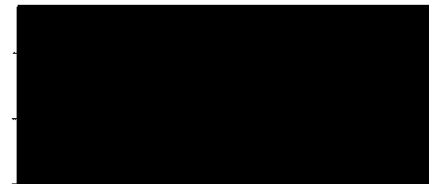


Witness signature

Witness name:

THOMAS MAW

Witness address:



Executed as a deed, but not delivered until the  
first date specified on page 1, by  
**DAZN MEDIA SERVICES LIMITED** acting by:

Director

[Redacted]

Name:

Darren Waterman

in the presence of:

[Redacted]

Witness signature

Witness name:

THOMAS MAW

Witness address:

[Redacted]

Executed as a deed, but not delivered until the  
first date specified on page 1, by  
**DAZN MEDIA SALES LIMITED** acting by:

Director

[Redacted]

Name:

Darren Waterman

in the presence of:

[Redacted]

Witness signature

Witness name:

THOMAS MAW

Witness address:

[Redacted]


Executed as a deed, but not delivered until the  
first date specified on page 1, by  
**DAZN MEDIA CHANNELS LIMITED** acting by:

Director



Name: Darren Waterman

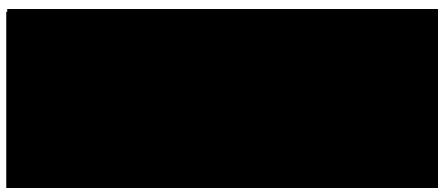
in the presence of:



Witness signature

Witness name: THOMAS MAW

Witness address:



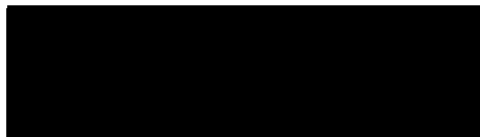
Executed as a deed, but not delivered until the  
first date specified on page 1, by  
**DAZN LIMITED** acting by:

Director



Name: Darren Waterman

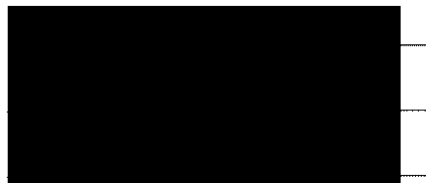
in the presence of:



Witness signature

Witness name: THOMAS MAW

Witness address:



Executed as a deed, but not delivered until the  
first date specified on page 1, by  
**DAZN MEDIA HOLDCO LIMITED** acting by:

Director



Name: Mark Kerruish

in the presence of:



Witness signature

Witness name: THOMAS MAW

Witness address:



Executed as a deed, but not delivered until the  
first date specified on page 1, by  
**DAZN DACH HOLDCO LIMITED** acting by:

Director

\_\_\_\_\_

Name: Darren Waterman

in the presence of:

Witness signature

\_\_\_\_\_

Witness name:

\_\_\_\_\_

Witness address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Executed as a deed, but not delivered until the  
first date specified on page 1, by  
**DAZN MEDIA HOLDCO LIMITED** acting by:

Director \_\_\_\_\_

Name: Mark Kerruish

in the presence of:

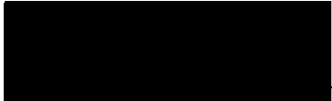
Witness signature \_\_\_\_\_

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Executed as a deed, but not delivered until the  
first date specified on page 1, by  
**DAZN DACH HOLDCO LIMITED** acting by:

Director  \_\_\_\_\_

Name: Darren Waterman

in the presence of: 

Witness signature \_\_\_\_\_

Witness name: THOMAS MAW

Witness address: 

\_\_\_\_\_  
\_\_\_\_\_

**Collateral Agent**

**MGG LUX SV 1 S.À R.L.**, acting in respect of its compartment, Compartment Tracksuit

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

Name: Kevin Griffin

Title: Manager

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

Name: Sandra Bur

Title: Manager



**Collateral Agent**

**MGG LUX SV 1 S.À R.L.**, acting in respect of its compartment, Compartment Tracksuit

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

Name: Kevin Griffin

Title: Manager

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

Name: Sandra Bur

Title: Manager