



Registration of a Charge

Company Name: **INSTEM CLINICAL HOLDINGS LIMITED**

Company Number: **05840032**



XCWSMWBFB

Received for filing in Electronic Format on the: **13/02/2024**

Details of Charge

Date of creation: **09/02/2024**

Charge code: **0584 0032 0002**

Persons entitled: **MIDCAP FINANCIAL (IRELAND) LIMITED (THE "COLLATERAL AGENT")**

Brief description: **1. TRADEMARK "ALPHADAS" REGISTERED WITH TRADEMARK NUMBER 2208143. 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: 5840032

Charge code: 0584 0032 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th February 2024 and created by INSTEM CLINICAL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2024 .

Given at Companies House, Cardiff on 16th February 2024

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



Companies House



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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated 9 February 2024 and is made between:

- (1) The companies listed in Schedule 1 (*Additional Chargors*) hereto (the “**Additional Chargors**”); and
- (2) MidCap Financial (Ireland) Limited 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 8 December 2023 between, among others, the Original Chargors named therein and the Collateral Agent (the “**Debenture**”) and each of the Additional Chargors intend to accede to the Debenture as a Chargor.
- (B) The Additional Chargors have also entered into a Counterpart Agreement to the Credit Agreement on or about the date of this Security Accession Deed.
- (C) The Additional Chargors are required to enter into this Security Accession Deed as a condition of the Credit 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 Credit Documents*), 1.3 (*Construction*), 1.4 (*Credit Agreement*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) 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

Each 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

Each 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

- (a) All Security created by each Additional Chargor under this Clause 3 (*Fixed Security*) and Clause 4 (*Floating Charge*) is:
 - (i) granted in favour of the Collateral Agent as security trustee for the Secured Parties;
 - (ii) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
 - (iii) 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
 - (iv) 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.
- (b) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with the Intercreditor Agreement.

3.2 Legal mortgage

Each Additional Chargor charges by way of first legal mortgage, the Material Real Property specified in Schedule 6 (*Real Property*) to this Security Accession Deed.

3.3 Assignment by way of Security

- (a) Each Additional 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) the proceeds of any Insurance Policies; and
 - (ii) each Specific Contract.
- (b) Each 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 3.3, prior to the occurrence of an Enforcement Event, each Additional Chargor may, subject to the other terms of the Credit Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Insurance Policies.

3.4 Fixed charges

Each Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*) charges by way of first fixed charge:

- (a) the Real Property;
- (b) the Accounts;
- (c) the Intellectual Property;
- (d) the Investments;

- (e) each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 Fixed security

Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*) and Clause 3.4 (*Fixed charges*) above shall be construed as creating a separate and distinct fixed charge or security assignment (as applicable) 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) Each Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than any assets effectively assigned or charged by way of fixed charge under Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*) and/or Clause 3.3 (*Fixed Charges*) respectively.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such 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 Additional Chargors 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; 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 created by Clause 4.1 (*Floating charge*).
- (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 Additional Chargor 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 Credit 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 Credit 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 three Business Days); or
- (iv) an Administration Event occurs.

5. Consent of existing charging companies

Each Original Chargor agrees 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

Each 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 ten 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 the occurrence of an Enforcement Event.

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 29 (*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.

SCHEDULE 1
ADDITIONAL CHARGORS

| Company Name | Registered Number | Jurisdiction of Incorporation |
|-------------------------------------|--------------------------|--------------------------------------|
| Instem Limited | 07148099 | England and Wales |
| Instem Life Science Systems Limited | 04339129 | England and Wales |
| Perceptive Instruments Limited | 02498351 | England and Wales |
| Instem Clinical Holdings Limited | 05840032 | England and Wales |
| The Edge Software Consultancy Ltd | 05400315 | England and Wales |
| Instem Scientific Limited | 03861669 | England and Wales |
| D-Wise Technologies UK Limited | 07352898 | England and Wales |
| Instem LSS Limited | 03548215 | England and Wales |
| Instem Clinical Limited | 06959053 | England and Wales |
| Instem LSS (North America) Limited | 02126697 | England and Wales |
| Instem Scientific Solutions Limited | 03598020 | England and Wales |

SCHEDULE 2**SHARES**

| Chargor | Name of company in which shares are held | Class of shares held | Number of shares held |
|----------------------------------|---|-----------------------------|------------------------------|
| Instem Limited | Instem Life Science Systems Limited | Ordinary | 4,818,631,599 |
| Instem Limited | Perceptive Instruments Limited | Ordinary | 57 |
| Instem Limited | Instem Clinical Holdings Limited | Ordinary A | 200,000 |
| Instem Limited | Instem Clinical Holdings Limited | Preference B | 50,000 |
| Instem Limited | The Edge Software Consultancy Ltd | Ordinary | 100 |
| Instem Limited | Instem Scientific Limited | Ordinary | 462,076 |
| Instem Limited | d-Wise Technologies UK Limited | Ordinary | 1 |
| Instem Limited | Instem LSS Limited | Ordinary | 984,674 |
| Instem Clinical Holdings Limited | Instem Clinical Limited | Ordinary | 1 |
| Instem LSS Limited | Instem LSS (North America) Limited | Ordinary | 100,000 |
| Instem Scientific Limited | Instem Scientific Solutions Limited | Ordinary | 1 |

SCHEDULE 3**ACCOUNTS**

| Chargor | Sort Code | Account Number | Account Bank |
|------------------------------------|------------------|-----------------------|---------------------|
| Instem LSS Limited | ██████ | ██████ | HSBC UK Bank plc |
| Instem LSS Limited | ██████ | ██████ | HSBC UK Bank plc |
| Instem LSS Limited | ██████ | ██████ | HSBC UK Bank plc |
| Instem LSS Limited | ██████ | ██████ | HSBC UK Bank plc |
| Instem Limited | ██████ | ██████ | HSBC UK Bank plc |
| Instem Scientific Limited | ██████ | ██████ | HSBC UK Bank plc |
| D-Wise Technologies UK Limited | ██████ | ██████ | HSBC UK Bank plc |
| The Edge Software Consultancy Ltd | ██████ | ██████ | HSBC UK Bank plc |
| Instem Clinical Limited | ██████ | ██████ | HSBC UK Bank plc |
| Perceptive Instruments Limited | ██████ | ██████ | HSBC UK Bank plc |
| Instem LSS (North America) Limited | ██████ | ██████ | HSBC UK Bank plc |

SCHEDULE 4

INSURANCE POLICIES

| Name of Chorgor | Insurer | Policy Number | Type of Risk Insured |
|------------------------------------|----------------|---------------|-----------------------------|
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |

| | | | |
|---|----------------------|--|---|
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem LSS (North America) Limited | Marsh Affinity | | Workers Compensation Policy |
| Instem Limited & Subsidiaries | Marsh Affinity | | Workers Compensation Policy |
| Instem Limited & Subsidiaries | Allianz | | UK Motor Fleet Policy |
| Instem Limited & Subsidiaries | Willis Towers Watson | | Cyber Policy |
| Instem Limited & Subsidiaries | Chubb | | Commercial Combined (Global Master Policy) and Professional Indemnity |
| Instem LSS (North America) Limited | Chubb | | US Property |
| Instem LSS (North America) Ltd, Logo Technologies, Inc., Instem Life Science Systems North America, Ltd., Instem Clinical Inc., Instem Scientific Inc., Leadscope, Inc., d-Wise, PDS Preclinical Data Systems Inc | Chubb | | US General Liability US Automobile Liability |
| Instem LSS (North America) Ltd | Chubb | | US Property |

SCHEDULE 5

INTELLECTUAL PROPERTY

| Mark | Date of Registration | Registration Number | Proprietor |
|---------------------------------|---|---|------------------------------------|
| NOTOCORD SENSE | US: 2016-09-27 | US: 5047891 | Notocord Systems, SAS |
| ALPHADAS | UK: 25 February 2000 | UK: 2208143 | Instem Clinical Holdings Ltd |
| BIOWISDOM | UK: 16 March 2001 | UK: 2246974 | Instem Scientific Limited |
| PROVANTIS | UK: 11 August 2000 USA: 2005-03-08 China: 2011-02-07 India: 02/09/2013 | UK: 2221177 USA: 2931040 China: 7508451 India: 2404014 | Instem LSS Limited |
| CENTRUS | UK: 16 December 2013 EU: 16/12/2013 | UK: 912002788 EU: 912002788 | Instem LSS Limited |
| INSTEM | UK: 27 November 1998 USA: 2009-06-23 India: 02/12/2013 | UK: 2166202 USA: 3642073 India: 2352719 | Instem LSS Limited |
| INSTEM (stylised) | UK: 18 August 2000 | UK: 2221181 | Instem LSS Limited |
| D-WISE | USA: 2013-04-23 | USA: 4323577 | D-Wise Technologies, Inc |
| ACCELERATE AT THE SPEED OF LIFE | USA: 2019-12-24 | USA: 5942731 | D-Wise Technologies, Inc |
| ACCELERATE TO THE SPEED OF LIFE | USA: 2019-12-24 | USA: 5942834 | D-Wise Technologies, Inc |
| TRANSEND | USA: 2017-08-29 | USA: 5274438 | PDS Pathology Data Systems Limited |
| PATHDATA | USA: 1991-06-04 | USA: 1646742 | PDS Pathology Data Systems AG |
| BIORAILS | UK: 21 November 2008 | UK: UK00002491227 | The Edge Software Consultancy Ltd |
| BioRails | UK: 12 October 2018 | UK: UK00003325112 | The Edge Software Consultancy Ltd |
| BioRails | UK: 18 December 2018 | UK: UK00917931652 | The Edge Software Consultancy Ltd |
| LEADSCOPE | USA: 2011-12-13 | USA: 4070402 | Leadscope, Inc |

SCHEDULE 6
REAL PROPERTY

| Charger | Description of Property | Title Number | Freehold/Leasehold |
|--------------------------------|--|---------------------|---------------------------|
| Instem Scientific Limited | Lease of Unit E4, Breaks House, Mill Court, Cambridge, CB22 5LD | CB113352 | Leasehold |
| Instem LSS Limited | Offices at Diamond Way, Stone Business Park, Sone, Staffordshire | SF215368/ SF579137 | Leasehold |
| D-Wise Technologies UK Limited | Suite 7A, Manchester One, 53 Portland Street, Manchester, M1 3LD | GM825487 | Leasehold |

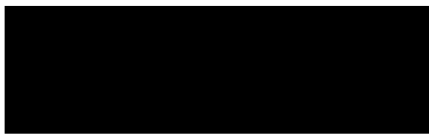
THIS SECURITY ACCESSION DEED has been executed as, and is intended to take effect as, a deed by each Original Chargor and each Additional Chargor and is delivered and has been signed by the Collateral Agent on the date written on the first page of this Security Accession Deed.

SIGNATURES TO THE SECURITY ACCESSION DEED

The Original Chargors

EXECUTED AS A DEED

By: ICHOR MANAGEMENT LIMITED



....

Signature

Anthony Farias Eisner

Name

Director

Capacity

.....

Signature

Vincent Guillaumot

Name

Director

Capacity

Address:

Email:

Attention:

SIGNATURES TO THE SECURITY ACCESSION DEED

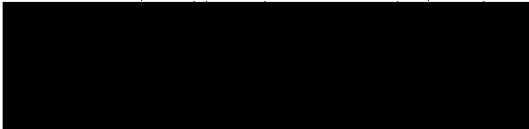
The Original Chargors

EXECUTED AS A DEED

By: ICHOR MANAGEMENT LIMITED

.....
Anthony Farias Eisner
Director

Signature
Name
Capacity


Vincent Guillaumot
Director

Signature
Name
Capacity

Address:

Email:

Attention: Florian Demleitner

EXECUTED AS A DEED

By: **ICHOR MIDCO LIMITED**



Anthony Farias Eisner

Director

Signature

Name

Capacity

Vincent Guillaumot

Director

Signature

Name

Capacity

Address:

Email:

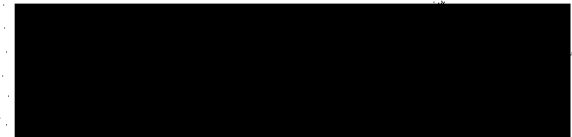
Attention: Florian Demleitner



EXECUTED AS A DEED

By: ICHOR MIDCO LIMITED

| | |
|-----------------------|-----------|
| | Signature |
| Anthony Farias Eisner | Name |
| Director | Capacity |

| | |
|---|-----------|
|  | Signature |
| Vincent Guillaumot | Name |
| Director | Capacity |

| | |
|------------|--|
| Address: |  |
| Email: |  |
| Attention: | Florian Demleitner |

The Additional Chargors

EXECUTED AS A DEED

By: INSTEM LIMITED

[Redacted Signature]

Signature

Nigel Goldsmith

Name

Director

Capacity

.....

Signature

Philip Reason

Name

Director

Capacity

Address:

[Redacted Address]

Email:

Attention: Florian Demleitner

The Additional Chargors

EXECUTED AS A DEED

By: **INSTEM LIMITED**

..... Signature
Nigel Goldsmith Name
Director Capacity

.. [REDACTED] Signature
Philip Reason Name
Director Capacity

Address: [REDACTED]
Email: [REDACTED]
Attention: Florian Demleitner

EXECUTED AS A DEED

By: INSTEM LIFE SCIENCE SYSTEMS LIMITED

[Redacted Signature]

Nigel Goldsmith
Director

Signature
Name
Capacity

Michael Adrian Gare
Director

Signature
Name
Capacity

Address:
Email:
Attention:

[Redacted Address and Email]

Florian Demleitner

EXECUTED AS A DEED

By: INSTEM LIFE SCIENCE SYSTEMS LIMITED

Nigel Goldsmith

Director

Signature

Name

Capacity



Michael Adrian Gare

Director

Signature

Name

Capacity


Address:

Email:

Attention: Florian Demleitner

EXECUTED AS A DEED

By: PERCEPTIVE INSTRUMENTS LIMITED

| | |
|---|-----------|
|  | Signature |
| Nigel Goldsmith | Name |
| Director | Capacity |

| | |
|---------------|-----------|
| | Signature |
| Philip Reason | Name |
| Director | Capacity |

Address: 

Email: 

Attention: Florian Demleitner

EXECUTED AS A DEED

By: **PERCEPTIVE INSTRUMENTS LIMITED**

..... Signature
Nigel Goldsmith Name
Director Capacity

..... Signature
Philip Reason Name
Director Capacity

Address:
Email:
Attention: Florian Demleitner

EXECUTED AS A DEED

By: INSTEM CLINICAL HOLDINGS LIMITED



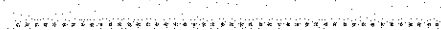
Signature

Nigel Goldsmith

Name

Director

Capacity





Signature

Philip Reason

Name

Director

Capacity

Address: 
Email: 
Attention: Florian Demleitner

EXECUTED AS A DEED

By: INSTEM CLINICAL HOLDINGS LIMITED

.....
Nigel Goldsmith
Director
Signature
Name
Capacity

.....
Philip Reason
Director
Signature
Name
Capacity

Address:
Email:
Attention: Florian Demleitner

EXECUTED AS A DEED

By: **THE EDGE SOFTWARE CONSULTANCY LTD**

[Redacted Signature]

Signature

Nigel Goldsmith

Name

Director

Capacity

Signature

Gregor Grant

Name

Director

Capacity

Address: [Redacted]


Email: [Redacted]


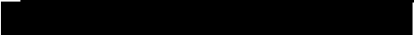
Attention: Florian Demleitner

EXECUTED AS A DEED

By: THE EDGE SOFTWARE CONSULTANCY LTD

| | |
|-----------------|-----------|
| | Signature |
| Nigel Goldsmith | Name |
| Director | Capacity |

| | |
|---|-----------|
|  | Signature |
| Gregor Grant | Name |
| Director | Capacity |

Address: 
Email: 
Attention: Florian Demleitner

EXECUTED AS A DEED

By: INSTEM SCIENTIFIC LIMITED

[Redacted Signature]

Nigel Goldsmith

Director

Signature

Name

Capacity

.....

Philip Reason

Director

Signature

Name

Capacity

Address

Email:

Attention: Florian Demleitner

EXECUTED AS A DEED

By: INSTEM SCIENTIFIC LIMITED

.....
Nigel Goldsmith
Director
Signature
Name
Capacity

.....
Philip Reason
Director
Signature
Name
Capacity

Address:
Email:
Attention: Florian Demleitner

EXECUTED AS A DEED

By: D-WISE TECHNOLOGIES UK LIMITED

[Redacted Signature]

Signature

Michael Adrian Gare

Name

Director

Capacity

.....
Nigel Goldsmith

Signature

Name

Director

Capacity

Address: [Redacted]


Email: [Redacted]



Attention: Florian Demleitner

EXECUTED AS A DEED

By: **D-WISE TECHNOLOGIES UK LIMITED**

| | |
|--|-------------------------------|
| Michael Adrian Gare Director | Signature Name Capacity |
|--|-------------------------------|

| | |
|--|-------------------------------|
|  Nigel Goldsmith Director | Signature Name Capacity |
|--|-------------------------------|

Address: 
Email: 
Attention: Florian Demleitner

EXECUTED AS A DEED

By: **INSTEM LSS LIMITED**

[Redacted Signature]

Nigel Goldsmith
Director

Signature
Name
Capacity

.....

Philip Reason
Director

Signature
Name
Capacity

Address: [Redacted]
Email: [Redacted]
Attention: Florian Demleitner

EXECUTED AS A DEED

By: INSTEM LSS LIMITED

.....

Nigel Goldsmith

Director

Signature

Name

Capacity

.....

Philip Reason

Director

Signature

Name

Capacity

Address: [REDACTED]

Email: [REDACTED]

Attention: Florian Demleitner

EXECUTED AS A DEED

By: **INSTEM CLINICAL LIMITED**

[Redacted Signature]

Nigel Goldsmith

Director

Signature

Name

Capacity

Philip Reason

Director

Signature

Name

Capacity

Address:

Email:

Attention: Florian Demleitner

EXECUTED AS A DEED

By: INSTEM CLINICAL LIMITED

.....
Nigel Goldsmith

Director

Signature

Name

Capacity

.....
Philip Reason

Director

Signature

Name

Capacity

Address:

Email:

Attention: Florian Demleitner

EXECUTED AS A DEED

By: INSTEM LSS (NORTH AMERICA) LIMITED

[Redacted Signature]

Nigel Goldsmith
Director

Signature
Name
Capacity

Philip Reason
Director

Signature
Name
Capacity

Address: [Redacted]
Email: [Redacted]
Attention: Florian Demleitner

EXECUTED AS A DEED

By: INSTEM LSS (NORTH AMERICA) LIMITED

Nigel Goldsmith
Director
Signature
Name
Capacity

Philip Reason
Director
Signature
Name
Capacity

Address: [REDACTED]
Email: [REDACTED]
Attention: Florian Demleitner

EXECUTED AS A DEED

By: INSTEM SCIENTIFIC SOLUTIONS LIMITED

[Redacted Signature]

Signature

Nigel Goldsmith

Name

Director

Capacity

.....

Signature

Philip Reason

Name

Director

Capacity

Address: [Redacted]

Email: [Redacted]

Attention: Florian Demleitner

EXECUTED AS A DEED

By: INSTEM SCIENTIFIC SOLUTIONS LIMITED

.....
Nigel Goldsmith
Director
Signature
Name
Capacity

.....
Philip Reason
Director
Signature
Name
Capacity

Address:
Email:
Attention: Florian Demleitner

The Collateral Agent

MIDCAP FINANCIAL (IRELAND) LIMITED

By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management GP, LLC, its
general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory