



Registration of a Charge

Company Name: **DICE FM LTD**

Company Number: **08905651**



XC8OKT80

Received for filing in Electronic Format on the: **27/07/2023**

Details of Charge

Date of creation: **11/07/2023**

Charge code: **0890 5651 0008**

Persons entitled: **OCEAN II PLO LLC AS COLLATERAL AGENT**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WEIGHTMANS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8905651

Charge code: 0890 5651 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2023 and created by DICE FM LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2023 .

Given at Companies House, Cardiff on 28th July 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**

PLEDGE AGREEMENT

This PLEDGE AGREEMENT (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “*Pledge Agreement*”), dated as of July 11, 2023 is made by and between OCEAN II PLO, LLC, a California limited liability company, in its capacity as administrative agent and collateral agent for itself and the Lenders (in such capacity, “*Agent*”) and DICE FM Ltd, a company formed under the laws of England and Wales with registered number 08905651 (“*Pledgor*”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof, by and among (a) Pledgor, (b) DICE FM UK Ltd, a company formed under the laws of England and Wales with registered number 14373641 (“*DICE UK*”), (c) Boiler Room (UK) Limited, a company formed under the laws of England and Wales with registered number 06562273 (“*Boiler Room UK*”), and (d) DICE FM Inc., a corporation formed under the laws of Delaware (“*DICE US*”) as borrowers (Pledgor, DICE UK, Boiler Room UK and DICE US, in such capacity, each a “*Borrower*” and together, “*Borrowers*”), Agent and Lenders from time to time party thereto (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “*Loan Agreement*”), such Lenders have agreed to make Advances to Borrowers on the terms and conditions set forth in the Loan Agreement;

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and other Loan Documents and to induce Lenders to make the Advances provided for in the Loan Agreement (the “Advances”), Pledgor has agreed to pledge the Pledged Collateral to Agent in accordance herewith;

NOW, THEREFORE, in consideration of the premises, to induce Lenders to enter into the Loan Agreement, and to induce Lenders to make the Advances to Borrowers thereunder, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees with Agent as follows:

1. Definitions. Unless otherwise defined herein, terms defined in the Loan Agreement are used herein as therein defined, and the following shall have the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

“Act” means the provisions of the Securities Act of 1933, as amended from time to time, and any successor statute thereof.

“Agent” has the meaning set forth in the preamble hereto.

“Bankruptcy Code” means title 11, United States Code, as amended from time to time, and any successor statute thereto.

“Borrower” and “Borrowers” has the meaning set forth in the recitals hereto.

“Instrument” has the meaning given to such term in the Code.

“Loan Agreement” has the meaning set forth in the recitals hereto.

“Pledge Agreement” has the meaning set forth in the preamble hereto.

“Pledged Collateral” has the meaning assigned to such term in Section 2 hereof.

“Pledged Entity” means an issuer of Pledged Securities or Pledged Indebtedness.

“Pledged Indebtedness” means any and all Indebtedness now or hereafter due or owing to Pledgor at any time which, as of the date of this Pledge Agreement is none.

“Pledged Securities” means all Equity Interests of a Pledged Entity constituting Collateral, whether now owned or hereafter acquired by the Pledgor, including without limitation those Equity Interests listed on Schedule I.

“Secured Obligations” has the meaning assigned to such term in Section 3 hereof.

“Termination Date” means the date of indefeasible payment in full in cash of the Secured Obligations other than inchoate indemnity obligations or other obligations that expressly survive termination to the extent any such rights exist following the payment of all other Obligations in full.

2. Pledge. Pledgor hereby pledges and grants to Agent, for its benefit and for the benefit of Lenders a first priority security interest in all of the following property of Pledgor, whether now existing or hereafter arising or acquired (collectively, the “Pledged Collateral”):

(a) the Pledged Securities and all documents and certificates representing or evidencing the Pledged Securities, all rights, privileges, authority and powers of Pledgor as owner or holder of the Pledged Securities (including rights arising under the bylaws, articles and similar organizational documents) and all dividends, distributions, cash, Instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Securities and all rights to receive payment of principal and interest on loans made by Pledgor to Pledged Entity and all books, records and documents pertaining to the foregoing;

(b) any additional Equity Interests of a Pledged Entity constituting Collateral from time to time acquired by Pledgor in any manner (which Equity Interests shall be deemed to be part of the Pledged Securities), and the certificates representing such additional Equity Interests, and all dividends, distributions, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Equity Interests (and upon request of Agent, Pledgor shall schedule such additional Collateral and execute and deliver Exhibit A hereto);

(c) the Pledged Indebtedness and the promissory notes or instruments evidencing the Pledged Indebtedness, and all interest, cash, instruments and other property and assets from time to time received, receivable or otherwise distributed in respect of the Pledged Indebtedness; and

(d) all additional Indebtedness arising after the date hereof and owing to Pledgor and evidenced by promissory notes or other instruments, together with such promissory notes and instruments, and all interest, cash, instruments and other property and assets from time to time received, receivable or otherwise distributed in respect of that Indebtedness;

provided, that the grant of a security interest herein shall not extend to and the term “Pledged Collateral” shall not include any assets of Pledgor that are specifically excluded from the definition of “Collateral” in the Loan Agreement.

3. Security for Obligations. This Pledge Agreement secures, and the Pledged Collateral is security for, the prompt payment in full when due, whether at stated maturity, by acceleration or otherwise, of all Obligations, whether now existing or hereafter created or acquired, and the prompt performance by

Pledgor of each of its covenants and duties under the Loan Documents. (collectively, the “Secured Obligations”). Such security interest constitutes a valid first priority security interest in the presently Pledged Collateral, and will constitute a valid first priority security interest in the Pledged Collateral acquired after the date hereof, and in each case subject only to Permitted Liens, if any. This Pledge Agreement is intended by the parties to be a security agreement for the purposes of the Code.

4. Delivery of Pledged Collateral. If Pledgor shall receive, by virtue of Pledgor being an owner of any Equity Interest, or a creditor of any Pledged Indebtedness any (i) stock or share certificate or membership certificate (including any certificate representing a stock dividend or distribution in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, membership interests, stock split, spin-off or split-off), promissory note or other instrument, (ii) option or right, whether as an addition to, substitution for, or in exchange for, any Equity Interests, (iii) dividends or distributions payable in cash (except such dividends or distributions permitted to be retained by Pledgor pursuant to this Pledge Agreement or the Loan Agreement) or in securities or other property or (iv) dividends, distributions, cash, instruments, investment property and other property in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in surplus, then Pledgor shall receive such stock or share certificate, membership certificate, promissory note, instrument, option, right, payment or distribution in trust for the benefit of Agent, shall segregate it from Pledgor’s other property and shall deliver it forthwith to Agent, in the exact form received, with any necessary endorsement and/or appropriate stock powers duly executed in blank, to be held by Agent as Pledged Collateral for the Secured Obligations.

5. Control Agreement with Issuer. Except for Pledged Collateral held in any Securities Account, if any Pledged Collateral constitutes uncertificated ownership interests that are subject to Article 8 of the Code, Pledgor shall, at the request of Agent, cause each Pledged Entity to duly authorize, execute, and deliver to Agent on the date hereof an agreement for the benefit of Agent and Lenders substantially in the form of Exhibit B (appropriately completed to the satisfaction of Agent and with such modifications, if any, as shall be reasonably satisfactory to Agent) pursuant to which each Pledged Entity agrees to comply with any and all instructions regarding the Pledged Securities originated by Agent without further consent by Pledgor and not to comply with instructions regarding the Pledged Securities originated by any other Person.

6. Representations and Warranties. Pledgor represents and warrants to Agent that:

(a) Pledgor is, and at the time of delivery of the Pledged Securities to Agent will be, the holder of record and the sole beneficial owner of the Pledged Collateral pledged by Pledgor free and clear of any Lien, voting trust agreements or other pledges thereon or affecting the title thereto, except for any Lien created by this Pledge Agreement and subject to other Permitted Liens; Pledgor is the sole owner of such Pledged Collateral free and clear of any Lien thereon or affecting title thereto except for any Lien created by this Pledge Agreement and except for other Permitted Liens;

(b) All of the Pledged Securities have been duly authorized, validly issued and are fully paid and non-assessable; to Pledgor’s knowledge, the Pledged Indebtedness has been duly authorized, authenticated or issued and subject to Section 4 delivered by the obligor, and to Pledgor’s knowledge, is the legal, valid and binding obligations of the obligor under such Pledged Indebtedness, and neither the obligor nor Pledgor is in default thereunder;

(c) Pledgor has the right and requisite authority to pledge, assign as security, transfer, deliver, and deposit the Pledged Collateral pledged by Pledgor to Agent, as provided herein;

(d) None of the Pledged Securities or Pledged Indebtedness has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject;

(e) All of the Pledged Securities are listed on Schedule I, are presently owned by Pledgor and are either presently represented by the certificates listed on Schedule I hereto, or if there is no certificate, it is so noted. As of the date hereof, there are no existing options, warrants, calls or commitments of any character whatsoever relating to the Pledged Securities. Pledgor may at any time amend, modify or supplement Schedule I by notifying Agent in writing of any changes thereto, and thereby the representations and warranties contained in the first sentence of this clause (e) shall be amended accordingly so long as such amendment, modification or supplement is made within thirty (30) days after the occurrence of any such changes in the facts stated therein and that such changes reflect transactions that are permitted under this Agreement and the Loan Agreement;

(f) No consent, approval, authorization or other order or other action (other than any already taken) by, and, other than the filing of UCC financing statements, no notice to or filing with, any Governmental Authority or any other Person is required (i) for the pledge by Pledgor of the Pledged Collateral pursuant to this Pledge Agreement or for the execution, delivery or performance of this Pledge Agreement by Pledgor, or (ii) for Agent's exercise of the voting or other rights provided for in this Pledge Agreement or the remedies in respect of the Pledged Collateral pursuant to this Pledge Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally;

(g) The pledge, assignment for security and delivery of the Pledged Collateral pursuant to this Pledge Agreement will create, upon delivery, a valid first priority Lien on and a first priority perfected security interest in favor of Agent, for itself and the benefit of Lenders, on the Pledged Collateral and the proceeds thereof, securing the payment of the Secured Obligations, subject to no other Lien, except for Permitted Liens;

(h) This Pledge Agreement has been duly authorized, executed and delivered by Pledgor and constitutes a legal, valid and binding obligation of Pledgor enforceable against Pledgor in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights or by general principles of equity;

(i) The Pledged Securities constitute the percentage of the issued and outstanding Equity Interests of each Pledged Entity as set forth in Schedule I;

(j) No action has been commenced or threatened in writing against Pledgor or the Collateral that would reasonably be expected to prohibit or interfere with Pledgor's execution and delivery of this Pledge Agreement or Pledgor's performance or discharge of Pledgor's obligations, duties, covenants, agreements and liabilities contained herein; and

(k) None of the Pledged Indebtedness is subordinated in right of payment to other Indebtedness (except for the Secured Obligations, if applicable), except as permitted under the Loan Agreement if at all, or subject to the terms of an indenture.

(l) Pledgor has duly executed and delivered to Agent a [Limited Company/LLC] Issuer Consent in substantially the form attached hereto as Exhibit C.

The representations and warranties set forth in this Section 6 shall survive the execution and delivery of this Pledge Agreement.

7. Covenants. Pledgor covenants and agrees that, subject to Section 14 hereof, until the Termination Date (which covenants are in addition to and not in lieu of other applicable provisions of the Loan Agreement):

(a) Without Agent's prior written consent, Pledgor will not sell, assign, transfer, pledge, or otherwise encumber any of its rights in or to the Pledged Collateral, or in or to any unpaid dividends, interest or other distributions or payments with respect to the Pledged Collateral or grant a Lien in the Pledged Collateral, unless, in each case, such sale, assignment, transfer, pledge, encumbrance or Lien is otherwise expressly permitted by the Loan Agreement or this Pledge Agreement;

(b) Pledgor will, at its expense, promptly execute, acknowledge and deliver all such instruments and take all such actions as Agent from time to time may reasonably request in order to ensure to Agent and Lenders the benefits of the Liens in and to the Pledged Collateral intended to be created by this Pledge Agreement, including the filing of any necessary Code financing statements, which may be filed by Agent without the signature of Pledgor, and will cooperate with Agent, at Pledgor's expense, in obtaining all necessary approvals and making all necessary filings under federal, state, local or foreign law in connection with such Liens or any sale or transfer of the Pledged Collateral;

(c) Pledgor has and will defend the title to the Pledged Collateral and Agent's and Lenders' Liens in the Pledged Collateral against the claim of any Person and will maintain and preserve such Liens and will do or cause to be done all things reasonably necessary to preserve and to keep in full force and effect its interest in the Pledged Collateral;

(d) Pledgor shall cooperate in all reasonable respects with Agent's efforts to preserve the Pledged Collateral and to take such actions to preserve the Pledged Collateral as Agent may in good faith direct;

(e) Pledgor consents to the admission of Agent, and its assigns or designees, as a member, partner or stockholder, as applicable, of the Pledged Entity upon Agent's foreclosure in accordance with Section 9 hereof of any of the Pledged Securities pursuant to this Pledge Agreement and the Loan Agreement; and

(f) No Pledgor shall cause or permit any of the Equity Interests of any Pledged Entities to be deemed "securities" under Article 8 of the Code (whether by amendment of any operating agreement of such entities or otherwise) unless the Agreement Regarding Uncertificated Interests in the form of Exhibit B with respect to such Equity Interests has been duly executed and delivered to Agent by Borrower.

8. Pledgor's Rights. As long as no Event of Default shall have occurred and be continuing and until written notice shall be given to the Pledgor in accordance with Section 9(a) hereof:

(a) Pledgor shall have the right to vote and give consents with respect to the Pledged Collateral, or any part thereof for all purposes not inconsistent with the provisions of this Pledge Agreement, the Loan Agreement or any other Loan Document; provided, however, that no vote shall be cast, and no consent shall be given or action taken, which would have the effect of impairing Agent's or Lenders' position or interest in respect of the Pledged Collateral or which

would authorize, effect or consent to (unless and to the extent expressly permitted by the Loan Agreement) any of the following:

- (i) the dissolution or liquidation, in whole or in part, of a Pledged Entity;
- (ii) the consolidation or merger of a Pledged Entity with any other Person;
- (iii) the sale, disposition or encumbrance of all or substantially all of the assets of a Pledged Entity, except for the granting of Liens in favor of Agent, for itself and the benefit of Lenders;
- (iv) any change in the authorized number of shares, the stated capital or the authorized share capital of a Pledged Entity or the issuance of any additional shares of its Equity Interests unless such Equity Interests are delivered to Agent in accordance with Section 7(d) hereof;
- (v) the alteration of the voting rights with respect to the Equity Interests of a Pledged Entity;
- (vi) any action that results in or could reasonably be expected to result in a Default or Event of Default; and

(b) Pledgor shall be entitled, from time to time, to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Securities and Pledged Indebtedness to the extent not in violation of this Pledge Agreement or the Loan Agreement.

9. Defaults and Remedies; Proxy.

(a) Upon the occurrence and during the continuance of an Event of Default, and with written notice to Pledgor, Agent (personally or through an agent) is hereby authorized and empowered to exercise its rights and remedies hereunder and under the Code and to transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon, to sell in one or more sales after ten (10) days' prior written notice to Pledgor of the time and place of any public sale or of the time at which a private sale is to take place (which notice Pledgor agrees is commercially reasonable) the whole or any part of the Pledged Collateral and to otherwise act with respect to the Pledged Collateral as though Agent was the outright owner thereof. Any sale shall be made at a public or private sale at Agent's place of business, or at any place to be named in the notice of sale, either for cash or upon credit or for future delivery at such price as Agent may deem fair, and Agent or Lenders may be the purchaser of the whole or any part of the Pledged Collateral so sold and hold the same thereafter in its own right free from any claim of Pledgor or any right of redemption. Each sale shall be made to the highest bidder, but Agent reserves the right to reject any and all bids at such sale which, in its discretion, it shall deem inadequate. Demands of performance, except as otherwise herein specifically provided for, notices of sale, advertisements and the presence of property at sale are hereby waived and any sale hereunder may be conducted by an auctioneer or any officer or agent of Agent. EFFECTIVE UPON AN EVENT OF DEFAULT THAT REMAINS CONTINUING PLEDGOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS AGENT AS THE PROXY AND ATTORNEY-IN-FACT OF PLEDGOR WITH RESPECT TO THE PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE THE PLEDGED SECURITIES, WITH FULL POWER OF

SUBSTITUTION TO DO SO. THE APPOINTMENT OF AGENT AS PROXY AND ATTORNEY-IN-FACT IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE TERMINATION DATE, AT WHICH TIME SUCH APPOINTMENT SHALL AUTOMATICALLY EXPIRE. IN ADDITION TO THE RIGHT TO VOTE THE PLEDGED SECURITIES, THE APPOINTMENT OF AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF THE PLEDGED SECURITIES WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS), PROVIDED THAT THE AGENT SHALL ONLY EXERCISE SUCH RIGHTS, POWERS, PRIVILEGES AND REMEDIES UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT. SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY PLEDGED SECURITIES ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF THE PLEDGED SECURITIES OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE AND DURING THE CONTINUATION OF AN EVENT OF DEFAULT. NOTWITHSTANDING THE FOREGOING, AGENT SHALL NOT HAVE ANY DUTY TO EXERCISE ANY SUCH RIGHT OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO.

(b) If, at the original time or times appointed for the sale of the whole or any part of the Pledged Collateral, the highest bid, if there be but one sale, shall be inadequate to discharge in full all the Secured Obligations, or if the Pledged Collateral be offered for sale in lots, if at any of such sales, the highest bid for the lot offered for sale would indicate to Agent, in its reasonable discretion, that the proceeds of the sales of the whole of the Pledged Collateral would be unlikely to be sufficient to discharge all the Secured Obligations, Agent may, on one or more occasions and in its reasonable discretion, postpone any of said sales by public announcement at the time of sale or the time of previous postponement of sale, and no other notice of such postponement or postponements of sale need be given, any other notice being hereby waived; provided, however, that any sale or sales made after such postponement shall be after ten (10) days' notice to the applicable Pledgor.

(c) If, at any time when Agent shall determine to exercise its right to sell the whole or any part of the Pledged Collateral hereunder, such Pledged Collateral or the part thereof to be sold shall not, for any reason whatsoever, be effectively registered under the Act, Agent may, in its discretion (subject only to applicable requirements of law), sell such Pledged Collateral or part thereof by private sale in such manner and under such circumstances as Agent may deem necessary or advisable, but subject to the other requirements of this Section 9, and shall not be required to effect a registration of such Pledged Collateral under the Act or to cause the same to be effected. Without limiting the generality of the foregoing, in any such event, Agent in its discretion (x) may, in accordance with applicable securities laws, proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Pledged Collateral or part thereof could be or shall have been filed under said Act (or similar statute), (y) may approach and negotiate with a single possible purchaser to effect such sale, and (z) may restrict such sale to a purchaser who is an accredited investor under the Act and who will represent and agree that such purchaser is purchasing for its own account, for investment and not with a view to the distribution or sale of such Pledged Collateral or any part thereof. In addition to a private sale as provided above in this Section 9, if any of the Pledged Collateral shall not be freely distributable to the public without registration under the Act (or similar statute) at the time of any proposed sale pursuant to this Section 9, then Agent shall not be required to effect such registration or cause the same to be

effected but, in its reasonable discretion (subject only to applicable requirements of law), may require that any sale hereunder (including a sale at auction) be conducted subject to restrictions:

(i) as to the financial sophistication and ability of any person or entity permitted to bid or purchase at any such sale;

(ii) as to the content of legends to be placed upon any certificates representing the Pledged Collateral sold in such sale, including restrictions on future transfer thereof;

(iii) as to the representations required to be made by each Person bidding or purchasing at such sale relating to that Person's access to financial information about the Pledgor and such Person's intentions as to the holding of the Pledged Collateral so sold for investment for its own account and not with a view to the distribution thereof; and

(iv) as to such other matters as Agent may, in its discretion, deem necessary or appropriate in order that such sale (notwithstanding any failure so to register) may be effected in compliance with the Bankruptcy Code and other laws affecting the enforcement of creditors' rights and the Act and all applicable state securities laws.

(d) Pledgor recognizes that Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (c) above. Pledgor also acknowledges that any such private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit the Pledged Entity to register such securities for public sale under the Act, or under applicable state securities laws, even if the applicable Pledgor and the Pledged Entity would agree to do so.

(e) Pledgor agrees to the maximum extent permitted by applicable law that following the occurrence and during the continuance of an Event of Default it will not at any time plead, claim or take the benefit of any appraisal, valuation, stay, extension, moratorium or redemption law now or hereafter in force in order to prevent or delay the enforcement of this Pledge Agreement, or the absolute sale of the whole or any part of the Pledged Collateral or the possession thereof by any purchaser at any sale hereunder, and Pledgor waives the benefit of all such laws to the extent it lawfully may do so. Pledgor agrees that it will not interfere with any right, power and remedy of Agent provided for in this Pledge Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by Agent of any one or more of such rights, powers or remedies. No failure or delay on the part of Agent to exercise any such right, power or remedy and no notice or demand which may be given to or made upon Pledgor by Agent with respect to any such remedies shall operate as a waiver thereof, or limit or impair Agent's right to take any action or to exercise any power or remedy hereunder, without notice or demand, or prejudice its rights as against Pledgor in any respect.

(f) Pledgor further agrees that a breach of any of the covenants contained in this Section 9 will cause irreparable injury to Agent and Lenders, that Agent and Lenders shall have no adequate remedy at law in respect of such breach and, as a consequence, agrees that each and every covenant contained in this Section 9 shall be specifically enforceable against Pledgor, and Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that the Secured Obligations are not then due and payable in

accordance with the agreements and instruments governing and evidencing such obligations. Pledgor hereby waives any right to require the posting of a bond in connection with Agent's request for equitable relief, including without limitation, specific performance or injunctive relief.

10. Assignment. Agent may assign, indorse or transfer any instrument evidencing all or any part of the Secured Obligations as provided in, and in accordance with, the Loan Agreement, and the holder of such instrument shall be entitled to the benefits of this Pledge Agreement.

11. Termination. Upon the Termination Date, (a) Agent's Lien on and security interest in the Pledged Collateral shall be automatically terminated without any instrument or performance of any act, and (b) at the request of Pledgor, Agent shall, at Pledgor's sole cost and expense and without any recourse, representation or warranty, return to Pledgor all Pledged Collateral previously delivered to Agent under this Pledge Agreement which has not been transferred as allowed by this Pledge Agreement, the Loan Agreement or any of the other Loan Documents, and execute and deliver to Pledgor such documents as Pledgor shall reasonably request to evidence such termination.

12. Lien Absolute. All rights of Agent, on behalf of itself and the Lenders, hereunder, and all obligations of Pledgor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Loan Agreement, any other Loan Document or any other agreement or instrument governing or evidencing any Secured Obligations;

(b) any change in the time, manner, place or terms of payment of, or in any other term of, all or any part of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement, any other Loan Document or any other agreement or instrument governing or evidencing any Secured Obligations;

(c) any exchange, release or non-perfection of any other Collateral, or any release or amendment or waiver of or consent to departure from any Joinder or guaranty, for all or any of the Secured Obligations;

(d) the insolvency of any Loan Party; or

(e) any other action or circumstance which might otherwise constitute a defense available to, or a legal or equitable discharge of, Pledgor.

13. Release. Pledgor consents and agrees that Agent or Lenders may at any time, or from time to time, in their discretion:

(a) renew, extend or change the time of payment, and/or the manner, place or terms of payment of all or any part of the Secured Obligations in accordance with the terms of the Loan Documents; and

(b) exchange, release and/or surrender all or any of the Collateral (including the Pledged Collateral), or any part thereof, by whomsoever deposited, which is now or may hereafter be held by Agent or Lenders in connection with all or any of the Secured Obligations; all in such manner and upon such terms as Agent or Lenders may deem proper, and without notice to or further assent from Pledgor, it being hereby agreed that Pledgor shall be and remain bound upon this Pledge Agreement, irrespective of the value or condition of any of the Collateral, and notwithstanding any such change, exchange, settlement, compromise, surrender, release, renewal or extension, and notwithstanding also that the Secured Obligations may, at any time, exceed the aggregate principal

amount thereof set forth in the Loan Agreement, or any other agreement governing any Secured Obligations. Pledgor hereby waives notice of acceptance of this Pledge Agreement, and also presentment, demand, protest and notice of dishonor of any and all of the Secured Obligations, and promptness in commencing suit against any party hereto or liable hereon, and in giving any notice to or of making any claim or demand hereunder upon Pledgor. No act or omission of any kind on Agent or any Lender's part shall in any event affect or impair this Pledge Agreement.

14. Reinstatement. This Pledge Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Pledgor or any Pledged Entity for liquidation or reorganization, should Pledgor or any Pledged Entity become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of a Pledgor's or a Pledged Entity's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned, and all Pledged Collateral returned to Pledgor shall immediately be re-delivered to Agent and held by Agent in conformity with this Pledge Agreement.

15. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Pledge Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

16. Severability. Whenever possible, each provision of this Pledge Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Pledge Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Pledge Agreement. This Pledge Agreement is to be read, construed and applied together with the Loan Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Agent and the Pledgor with respect to the matters referred to herein and therein.

17. No Waiver; Cumulative Remedies; Amendments. Neither Agent nor any Lender shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Agent and then only to the extent therein set forth. A waiver by Agent, for itself and the ratable benefit of Lenders, of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Agent or Lenders would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Pledge Agreement may be waived, altered, modified, supplemented or amended except by an instrument in writing, duly executed by Agent and Pledgor.

18. Limitation By Law. All rights, remedies and powers provided in this Pledge Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Pledge Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Pledge Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

19. Successors And Assigns. This Pledge Agreement and all obligations of the Pledgor hereunder shall be binding upon the successors and assigns of Pledgor (including any debtor-in-possession on behalf of Pledgor) and shall, together with the rights and remedies of Agent hereunder, inure to the benefit of Agent and Lenders, all future holders of any instrument evidencing any of the Secured Obligations and their respective successors and assigns under the Loan Agreement. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the obligations or any portion thereof or interest therein shall in any manner impair the Lien granted hereunder. No Pledgor may assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Pledge Agreement without the prior written consent of Agent which may be granted or withheld in its sole discretion.

20. Counterparts. This Pledge Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Pledge Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

21. Section Titles. The Section titles contained in this Pledge Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

22. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Pledge Agreement. In the event an ambiguity or question of intent or interpretation arises, this Pledge Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Pledge Agreement.

23. Advice of Counsel. Each of the parties represents to each other party hereto that it has discussed this Pledge Agreement with its counsel.

24. Governing Law. California law governs this Agreement without regard to principles of conflicts of law. Each of Borrower, Agent and Lenders submit to the exclusive jurisdiction of the State and Federal courts in the County of San Mateo, California; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent. Borrower expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Borrower hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Borrower hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to such party at the address set forth in, or subsequently provided by such party in accordance with, Section 6 of this Agreement and that service so made shall be deemed

completed upon the earlier to occur of a party's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

25. JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BORROWER, AGENT AND LENDERS WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY CONTEMPLATED TRANSACTION UNDER THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

26. Judicial Reference. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of San Mateo County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in San Mateo County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the San Mateo, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

27. Controlling Procedures. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

28. Execution in Counterparts; Electronic Signature. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of facsimile, photocopy, scan by e-mail delivery of a ".pdf" format data file, or any electronic signature valid under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et. seq such as DocuSign shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of signature delivered or provided in that manner as a defense to the formation of a contract and each party hereto forever waives any such defense.

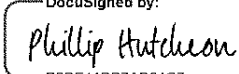
[Remainder of the page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Pledge Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

DICE FM LTD,

a company formed under the laws of England and Wales

By: 
DocuSigned by:
829E41B87AB64C7
Name: Phillip Hutchcon
Title: Chief Executive Officer

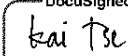
AGENT:

OCEAN II PLO LLC,

a California limited liability company

By: **Structural Capital Management Company II, LP,**
a Delaware limited partnership,
its Manager

By: **Structural Capital GP, LLC,**
a Delaware limited liability company,
its General Partner

By: 
DocuSigned by:
00DE30B80B68460
Name: Kai Tse
Title: Managing Member

SCHEDULE I

PLEDGED SECURITIES

<u>Pledged Entity</u>	<u>Jurisdiction</u>	<u>Pledgor</u>	<u>Equity Class</u>	<u>Certificate Number(s)</u>	<u>Number of Shares, Units, etc</u>	<u>Percentage Ownership of Pledged Company (Equity Class)</u>	<u>Percentage of Pledged Company Ownership Pledged (Equity Class)</u>
DICE FM Inc.	Delaware	DICE FM Ltd	Common Stock	C-02	1,000	100%	100%

PLEDGED INDEBTEDNESS

<u>Pledged Indebtedness</u>	<u>Pledgor</u>	<u>Initial Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>

Exhibit A**PLEDGE SUPPLEMENT**

This Pledge Supplement, dated _____, is delivered pursuant to Section 2(b) of the Pledge Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Pledge Agreement.

The Pledgor hereby certifies that the representations and warranties in Section 6 of the Pledge Agreement are and continue to be true and correct, both as to the promissory notes, instruments and Pledged Securities pledged prior to this Pledge supplement and as to the promissory notes, instruments and Equity Interests pledged pursuant to this Pledge Supplement. Accompanying this Pledge Supplement are the original Pledged Securities, promissory notes and/or instruments pledged pursuant to this Pledge Agreement (if applicable).

The Pledgor further agrees that this Pledge Supplement may be attached to that certain Pledge Agreement, dated as of [date], between DICE FM Ltd, a company formed under the laws of the United Kingdom (“Pledgor”) and OCEAN II PLO, LLC, a California limited liability company (“Agent”) (the “Pledge Agreement”) and that the Pledged Securities and Pledged Indebtedness listed on this Pledge Supplement shall be and become a part of the Pledged Collateral referred to in said Pledge Agreement and shall secure all Secured Obligations referred to in said Pledge Agreement. The undersigned acknowledges that any promissory notes, instruments or Equity Interests not included in the Pledged Collateral at the discretion of Agent may not, unless otherwise permitted under the Loan Documents or otherwise permitted by Agent, otherwise be pledged by Pledgor to any other Person or otherwise used as security for any obligations other than the Secured Obligations.

DICE FMLTD

By: _____

Name:

Title:

PLEDGED SECURITIES

Name and Address of Pledgor	Pledged Entity	Jurisd’n.	Equity Class	Certificate Number(s)	Number Of Shares, Units, etc.	Percentage Ownership of Pledged Company (Equity Class)	Percentage of Pledged Company Ownership Pledged (Equity Class)

SECTION 3. PLEDGED INDEBTEDNESS

Pledged Indebtedness	Pledgor	Initial Principal Amount	Issue Date	Maturity Date	Interest Rate

Accepted:

AGENT:

OCEAN II PLO LLC
a California limited liability company

By: Structural Capital Management Company II, LP,
a Delaware limited partnership
Its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company
Its General Partner

By: _____
Name: _____
Title: Managing Member

**AGREEMENT REGARDING UNCERTIFICATED
INTERESTS**

This AGREEMENT REGARDING UNCERTIFICATED INTERESTS (as amended, modified, restated and/or supplemented from time to time, this “Agreement”), dated as of _____, 2023 among DICE FM Ltd, a company formed under the laws of England and Wales with registered number 08905651 (the “Pledgor”), Ocean PLO II LLC, a California limited liability company, as Agent (the “Pledgee”), and _____ (the “Issuer”) as the issuer of uncertificated _____ [insert type of interest] (the “Pledged Interests”).

WITNESSETH:

WHEREAS, Pursuant to the Loan Agreement, dated as of _____ by and among (a) Pledgor, (b) DICE FM UK Ltd, a company formed under the laws of England and Wales with registered number 14373641 (“*DICE UK*”), (c) Boiler Room (UK) Limited, a company formed under the laws of England and Wales with registered number 06562273 (“*Boiler Room UK*”), and (d) DICE FM Inc., a corporation formed under the laws of Delaware (“*DICE US*”) as borrowers (Pledgor, DICE UK, Boiler Room UK, DICE Canada and DICE US, in such capacity, a “Borrower” and together, “Borrowers”), Agent and the Lender(s) thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”), the Lender(s) have agreed to make Advances to Borrowers on the terms and conditions set forth in the Loan Agreement;

WHEREAS, the Pledgor, in order to secure the payment of the Secured Obligations, has entered into a Pledge Agreement, dated on or about the date of the Loan Agreement by and between the Pledgor and the Pledgee (as amended, modified, restated and/or supplemented from time to time, the “Pledge Agreement”), pursuant to which the Pledgor has pledged to the Pledgee and the other parties signatory thereto and granted a security interest in favor of the Pledgee in all of the right, title and interest of the Pledgor in and to the Pledged Interests; and

WHEREAS, the Pledgor desires the Issuer to enter into this Agreement in order to perfect the security interest of the Pledgee under the Pledge Agreement in the Pledged Interests, to vest in the Pledgee control of the Pledged Interests and to provide for the rights of the parties under this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized terms used but not defined herein will have the meaning provided in the Pledge Agreement. The Pledgor hereby irrevocably authorizes and directs the Issuer, and the Issuer hereby agrees, in accordance with the terms of this Agreement, to comply with any and all instructions and orders originated by the Pledgee (and its successors and assigns) regarding any and all of the Pledged Interests without the further consent by the registered owner (including the Pledgor), and, following its receipt of a notice from the Pledgee stating that the Pledgee is exercising exclusive control of the Pledged Interests, not to comply with any instructions or orders regarding any or all of the Pledged Interests originated by any person or entity other than the Pledgee (and its successors

and assigns) or a court of competent jurisdiction. The parties acknowledge and agree that upon execution, this Agreement creates “control” within the meaning of Section 8-106 of the Code.

2. The Issuer hereby certifies that (i) no notice of any security interest, lien or other encumbrance or claim affecting the Pledged Interests (other than the security interest of the Pledgee) has been received by it, and (ii) the security interest of the Pledgee in the Pledged Interests has been registered in the books and records of the Issuer.

3. The Issuer hereby represents and warrants that the pledge by the Pledgor of, and the granting by the Pledgor of a security interest in, the Pledged Interests to the Pledgee does not violate the charter, by-laws, partnership agreement, membership agreement or any other agreement governing the Issuer or the Pledged Interests.

4. Upon the request of Pledgee, or following its receipt of a notice from the Pledgee stating that the Pledgee is exercising exclusive control of the Pledged Interests, all notices, statements of accounts, reports, prospectuses, financial statements and other communications to be sent by the Issuer to the Pledgor in its capacity as a holder of Equity Interests will also be sent to the Pledgee at the address given in Section 6.

5. After the occurrence and during the continuance of an Event of Default, following its receipt of a notice from the Pledgee stating that the Pledgee is exercising exclusive control of the Pledged Interests and until the Pledgee shall have delivered written notice to the issuer that all of the Obligations (other than inchoate indemnity obligations) have been paid in full and this Agreement is terminated, the Issuer will send any and all redemptions, distributions, interest or other payments in respect of the Pledged Interests from the Issuer for the account of the Pledgee only by wire transfers to such account as the Pledgee shall instruct.

6. Except as expressly provided otherwise in Sections 4 and 5, all notices, instructions, orders and communications hereunder shall be sent or delivered by mail, e-mail, telecopy, or overnight courier service and all such notices and communications shall, when mailed, e-mailed, telecopied, or sent by overnight courier, be effective when deposited in the mails or delivered to overnight courier, prepaid and properly addressed for delivery on such or the next Business Day, or sent by e-mail or telecopier, except that notices and communications to the Pledgee or the Issuer shall not be effective until received. All notices and other communications shall be in writing and addressed as follows:

(a) if to Pledgor at:

Dice FM Ltd
98 De Beauvoir Road
London, N1 4EN, UK
Attn: Omar Srouji, Legal Director
EMAIL: omar.srouji@dice.fm

(b) if to the Pledgee at;

OCEAN II PLO, LLC
800 Menlo Avenue, Suite 210
Menlo Park, CA 94025
Attn: Kai Tse
EMAIL: kai@structuralcapital.com

With a copy to:

(which shall not constitute notice) Thompson Coburn, LLP
10100 Santa Monica Blvd., Suite 500
Los Angeles, CA 90067
Attn: Jennifer A. Post, Esq.
EMAIL: jpost@thompsoncoburn.com

(c) if to the Issuer, at:

or at such other address as shall have been furnished in writing by any Person described above to the party required to give notice hereunder. As used in this Section 6, “Business Day” means any day other than a Saturday, Sunday, or other day in which banks in California are authorized to remain closed.

7. This Agreement shall be binding upon the successors and assigns of the Pledgor and the Issuer and shall inure to the benefit of and be enforceable by the Pledgee and its successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on all parties hereto. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever except in writing signed by the Pledgee, the Issuer and the Pledgor.

8. California law governs this Agreement without regard to principles of conflicts of law. Each of Pledgor, Pledgee and Lenders submit to the exclusive jurisdiction of the State and Federal courts in the County of San Mateo, California, and any appellate court therefrom; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Pledgee from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Pledgee. Pledgor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Pledgor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Pledgor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to such party at the address set forth in, or subsequently provided by such party in accordance with, Section 6 of this Agreement and that service so made shall be deemed completed upon the earlier to occur of a party’s actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

9. JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF PLEDGOR, PLEDGEE AND LENDERS WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY CONTEMPLATED TRANSACTION UNDER THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS

WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

10. Judicial Reference. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the presiding judge of San Mateo County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in San Mateo County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the San Mateo, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

11. Controlling Procedures. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

12. Section Titles. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

13. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

14. Advice of Counsel. Each of the parties represents to each other party hereto that it has discussed this Agreement with its counsel.

15. Execution in Counterparts; Electronic Signature. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of facsimile, photocopy, scan by e-mail delivery of a “.pdf” format data file, or any electronic signature valid under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C.

§ 7001, et. seq such as DocuSign shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of signature delivered or provided in that manner as a defense to the formation of a contract and each party hereto forever waives any such defense.

[Remainder of the page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER

DICE FM LTD

By: _____
Name: _____
Title: _____

PLEDGE

OCEAN II PLO LLC
a California limited liability company

By: Structural Capital Management Company II, LP,
a Delaware limited partnership
Its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company
Its General Partner

By: _____
Name: _____
Title: Managing Member

[ISSUER]

By: _____
Name: _____
Title: _____

FORM OF ISSUER CONSENT AND ACKNOWLEDGMENT

THIS ISSUER CONSENT AND ACKNOWLEDGMENT (this “**Acknowledgment**”) dated as of [____], 2023 is by and among: (i) [NAME OF ISSUER OF INTERESTS] (the “**Company**”), (ii) DICE FM Ltd, a company formed under the laws of the United Kingdom (“**Pledgor**”), (iii) OCEAN II PLO, LLC, a California limited liability company, in its capacity as administrative agent and collateral agent for itself and the Lenders (in such capacity, the “**Agent**”) Agent[, (iv) the other parties listed on the signature pages hereto]. [All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the [Operating Agreement¹] (defined below).]²

WITNESSETH:

WHEREAS, Pursuant to the Loan Agreement, dated as of _____ by and among (a) Pledgor, (b) DICE FM UK Ltd, a company formed under the laws of England and Wales with registered number 14373641 (“*DICE UK*”), (c) Boiler Room (UK) Limited, a company formed under the laws of England and Wales with registered number 06562273 (“*Boiler Room UK*”), and (d) DICE FM Inc., a corporation formed under the laws of Delaware (“*DICE US*”) as borrowers (Pledgor, DICE UK, Boiler Room UK, DICE Canada and DICE US, in such capacity, a “**Borrower**” and together, “**Borrowers**”), Agent and the Lender(s) thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented and/or otherwise modified, the “**Loan Agreement**”), the Lender(s) have agreed to make Advances to Borrowers on the terms and conditions set forth in the Loan Agreement;

WHEREAS, the Pledgor, in order to secure the payment of the Secured Obligations, has entered into a Pledge Agreement, dated on or about the date of the Loan Agreement by and between the Pledgor and the Agent (as amended, modified, restated and/or supplemented from time to time, the “**Pledge Agreement**”), pursuant to which the Pledgor has pledged to the Agent and the other parties signatory thereto and granted a security interest in favor of the Agent in all of the right, title and interest of the Pledgor in and to, among other things, [●] of Pledgor’s [Class __ Common] [Units³] of Company (collectively, the “**Pledged Interest**”); and

WHEREAS, it is a requirement under the Pledge Agreement that Company shall have executed and delivered to Agent this Acknowledgement; and

NOW THEREFORE, for and in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Articles of Organization; Operating Agreement. The Company hereby acknowledges and agrees that (A) [Articles of Organization] of Company filed with the Secretary of State of [____] on [____] (the “**Articles**”) have not been amended, modified or supplemented in any manner and are in full force and effect on the date hereof and (B) the [Operating] Agreement of Company dated as of [____] (the “**Operating Agreement**”) has not been amended, modified or supplemented in any manner and is in full force and effect on the date hereof.

¹ NTD: Adapt according to Company’s governing documents

² NTD – this is a form for use with a Pledgee that is an LLC or has uncertificated interests.

³ NTD: Adapt according to Company’s equity interests.

2. Managers and Members. As of the date hereof, Company hereby acknowledges and agrees [that (a) the current Managers are set forth on Schedule A to this Acknowledgement, and (b)]⁴ each Class of Units is set forth on Schedule B to this Acknowledgement.

3. Acknowledgment of Pledge; Certificates. Company hereby consents and acknowledges to Agent the Pledge of the Pledged Interest and agrees to record and register the Pledge of the Pledged Interest on Company's books and records until Agent notifies Company in writing that Agent has released the Pledge. Company hereby confirms that no certificates have been issued representing the Pledged Interest and agrees not to issue any certificates representing the Pledged Interests unless such certificates are delivered to Agent. Company further confirms that it has no objection to the Pledge, and none of the Pledge nor any exercise by Agent of its remedies under the Pledge Agreement violates or requires any consent under (A) the Articles, (B) the Operating Agreement, (C) any other document setting forth the manner of election and duties of the directors, trustees, partners or managing members or other managers of Company or (D) any other material contract to which Company is a party.

4. No Sale or Transfer of Interest. Company agrees that until Agent notifies Company in writing that Agent releases the Pledge, Company shall not consent to any release, sale, pledge, transfer or other disposition of the Pledged Interest or any portion thereof without the prior written consent of Agent. The Pledgor acknowledges that pursuant to the Pledge Agreement, until the Pledged Interest is released from the Pledge Agreement, the Pledgor may not convey, sell or otherwise transfer the Pledged Interest or any portion thereof to any third party without the prior written consent of Agent. Company shall not take any action that would result in the imposition of any transfer restriction or lien, other than pursuant to the terms of this Acknowledgement, on the Pledged Interest that would reasonably be expected to have a material adverse effect on (i) Pledgor's ability to repay the loan, (ii) the value of the Pledged Interest or (iii) Agent's rights under the Pledge Agreement.

5. Instructions. Company acknowledges and agrees that it will accept instructions with respect to the Pledged Interest from Agent without further consent of the Pledgor as provided in this Acknowledgment, until such time as the satisfaction of all obligations under the Loan Agreement or the release of the Pledge in accordance with its terms.

6. Remedies upon Event of Default.

- a) After the occurrence and during the continuance of an Event of Default, following its receipt of a notice from Agent ("Default Notice"), to the extent requested in any such notice, Company shall make all distributions and payments with respect to the Pledged Interest for the account of the Agent only by wire transfers to such account as Agent shall instruct.
- b) At any time following delivery of a Default Notice, Agent may provide written notice to Company requesting a transfer of the Pledged Interest, and Company shall promptly record and cause the transfer of the legal ownership of the Pledged Interest to the Agent or a transferee designated by Agent (the "Transferee") and shall recognize such Transferee as not merely a pledgee of the Pledged Interest but as an assignee of such Pledged Interest, and such Transferee shall be vested as an assignee with all rights, powers and privileges held by Pledgor with respect to the Pledged Interest as a [Unitholder][Member] of Company pursuant to or under the Operating Agreement (as amended after the date hereof); and Company shall be discharged from any liability or obligation to make payments or distributions to Pledgor with respect to the Pledged Interest that is so transferred, and shall

⁴ To be included if the Issuer has designated managers.

make any such payments or distributions to the Transferee, including distributions that are in process but unpaid at the time of such transfer.

- c) Company agrees it will not take any actions intended to hinder or delay the exercise of any remedies by Agent pursuant to the Loan Agreement or the Pledge Agreement. Company agrees, upon the Agent's request in connection with any exercise of remedies following a Default Notice, to cooperate in good faith with Agent in relation to any transfer, including, without limitation, causing management of Company to provide promptly an opportunity for a customary business, legal and documentary diligence investigation to potential Transferees.

7. [Waiver of Right of First Refusal]. Company hereby agrees to waive and shall not be entitled to exercise, any right of first refusal pursuant to the Operating Agreement (including, for the avoidance of doubt, any requirement for the delivery of notices, the making of any offer to sell the Pledged Interests and any notice periods set forth therein) with respect to the Pledge and/or the exercise or enforcement of any of the rights of Agent under the Security Agreement, including any transfer of the Pledged Interest as contemplated herein.]⁵

8. Power and Authority. Company hereby acknowledges and confirms that it has the power and authority to execute and deliver this Acknowledgement and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, and its obligations under this Acknowledgement constitute its legal, valid and binding obligations, enforceable in accordance with its terms.

9. No Other Agreements. Company confirms that other than the Operating Agreement there are no other any material contracts to which Company is a party or any insider trading or other policy of Company, including any policy or rule applicable to Pledgor, currently in force.

10. [Member/Manager/Board Approval]. By executing this Acknowledgement, each of the Members, Managers and Board of the Company hereby:]⁶

- a) approves the Pledge of the Pledged Interests; and
- b) confirms that the Pledge and any transfer of the Pledged Interests in connection with the Agent exercising remedies under the Loan Agreement or Pledge Agreement, is hereby permitted and consented to notwithstanding anything to the contrary in the Operating Agreement, and shall not be a breach of the Operating Agreement.

11. Notices. Except as expressly provided otherwise in Sections 6 all notices, instructions, orders and communications hereunder shall be sent or delivered by mail, e-mail, telecopy, or overnight courier service and all such notices and communications shall, when mailed, e-mailed, telecopied, or sent by overnight courier, be effective when deposited in the mails or delivered to overnight courier, prepaid and properly addressed for delivery on such or the next Business Day, or sent by e-mail or telecopier, except that notices and communications to Agent or the Company shall not be effective until received. All notices and other communications shall be in writing and addressed as follows:

(a) if to Pledgor at:

Dice FM Ltd
98 De Beauvoir Road
London, N1 4EN, UK

⁵ If applicable with respect to the applicable Operating Agreement.

⁶ To be revised as applicable with respect to the applicable Operating Agreement.

Attn: Omar Srouji, Legal Director
EMAIL: omar.srouji@dice.fm

(b) if to the Agent at;

OCEAN II PLO, LLC
800 Menlo Avenue, Suite 210
Menlo Park, CA 94025
Attn: Kai Tse
EMAIL: kai@structuralcapital.com

With a copy to:
(which shall not constitute notice) Thompson Coburn, LLP
10100 Santa Monica Blvd., Suite 500
Los Angeles, CA 90067
Attn: Jennifer A. Post, Esq.
EMAIL: jpost@thompsoncoburn.com

(c) if to the Company, at:

or at such other address as shall have been furnished in writing by any Person described above to the party required to give notice hereunder. As used in this Section 11, “Business Day” means any day other than a Saturday, Sunday, or other day in which banks in California are authorized to remain closed.

12. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Pledgor and the Company and shall inure to the benefit of and be enforceable by the Agent and its successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on all parties hereto. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever except in writing signed by the Agent, the Company and the Pledgor.

13. Applicable Law. California law governs this Agreement without regard to principles of conflicts of law. Each of Pledgor, Agent and Lenders submit to the exclusive jurisdiction of the State and Federal courts in the County of San Mateo, California, and any appellate court therefrom; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent. Pledgor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Pledgor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Pledgor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to such party at the address set forth in, or

subsequently provided by such party in accordance with, Section 6 of this Agreement and that service so made shall be deemed completed upon the earlier to occur of a party's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

14. Amendments. No amendment, modification or waiver of any provision of this Acknowledgement shall be effective unless it is in writing and signed by Company, Pledgor and Agent.

15. Entire Agreement. This Acknowledgement constitutes the entire contract between the parties relative to the subject matter hereof. Unless otherwise specified therein, any other previous agreement among the parties with respect to the subject matter hereof is superseded by this Acknowledgement. Nothing in this Acknowledgement, expressed or implied, is intended to confer upon any Person (other than the parties hereto and thereto and their respective successors and assigns permitted hereunder) any rights, remedies, obligations or liabilities under or by reason of this Acknowledgement.

16. JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF PLEDGOR, AGENT AND LENDERS WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY CONTEMPLATED TRANSACTION UNDER THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

17. Judicial Reference. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the presiding judge of San Mateo County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in San Mateo County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the San Mateo, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

18. Controlling Procedures. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

19. Severability. In the event any one or more of the provisions contained in this Acknowledgement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

20. Execution in Counterparts; Electronic Signature. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by means of facsimile, photocopy, scan by e-mail delivery of a “.pdf” format data file, or any electronic signature valid under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, et. seq such as DocuSign shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of signature delivered or provided in that manner as a defense to the formation of a contract and each party hereto forever waives any such defense.

21. Headings. Section headings used herein are for convenience of reference only, are not part of this Acknowledgement and are not to affect the construction of, or to be taken into consideration in interpreting, this Acknowledgement.

22. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

14. Advice of Counsel. Each of the parties represents to each other party hereto that it has discussed this Agreement with its counsel.

[Remainder of page intentionally blank;
signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgement to be duly executed as of the day and year first above written.

ISSUER⁷, as Company

By: _____

Name:

Title: [Manager/Member]

⁷ Signatories to comply with Member, Manager/Board requirements in Operating Agreement.

[Signature Page to Issuer Consent and Acknowledgement]

BORROWER

[Pledgor]⁸

By: _____
Name: _____
Title: _____

AGENT

OCEAN II PLO LLC
a California limited liability company

By: Structural Capital Management Company II, LP,
a Delaware limited partnership
Its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company
Its General Partner

By: _____
Name: _____
Title: Managing Member

⁸ NTD: This form of Issuer Consent and Acknowledgement is for a U.S. subsidiary that is uncertificated.

**[Schedule A
List of Managers]**

[To be completed by Company]

Schedule B
Classes of Units