



Registration of a Charge

Company Name: **GOJOKO MARKETING LTD**

Company Number: **09412530**



XCU0ZHMQ

Received for filing in Electronic Format on the: **04/01/2024**

Details of Charge

Date of creation: **28/12/2023**

Charge code: **0941 2530 0004**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS AGENT AND TRUSTEE**

Brief description:

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: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9412530

Charge code: 0941 2530 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th December 2023 and created by GOJOKO MARKETING LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2024 .

Given at Companies House, Cardiff on 5th January 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**

Date 28 December 2023

**THE COMPANIES identified in Schedule 1
as Chargors**

**GLAS TRUST CORPORATION LIMITED
as Security Agent**

SECURITY AGREEMENT

This deed is subject to the terms of the Subordination Agreement

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DATE

28 December 2023

PARTIES

- 1 **THE COMPANIES** whose names, registered numbers and registered offices are set out in schedule 1 (the “**Chargors**”); and
- 2 **GLAS TRUST CORPORATION LIMITED** acting through its office at 55 Ludgate Hill, Level 1 West, London EC4M 7JW, United Kingdom as agent and trustee for the Secured Parties (the “**Security Agent**”).

BACKGROUND

- A The Noteholders made facilities available to Amplifi Capital (U.K.) Limited pursuant to the Original Facilities Agreement (as defined below).
- B Pursuant to the Existing Security Agreement (as defined below) the Chargors created security over their assets in favour of the Security Agent as continuing security for the payment and discharge of all of the Secured Obligations (as defined in the Existing Security Agreement).
- C The Noteholders have agreed to amend the Original Facilities Agreement as set out in the Amendment and Restatement Agreement (each as defined below) in order to, among other things, make additional facilities available to the Amplifi Capital (U.K.) Limited.
- D The Chargors wish to confirm the existing security created pursuant to the Existing Security Agreement and to grant security over the Charged Assets in respect of the Obligors’ obligations to the Finance Parties as amended by the Amendment and Restatement Agreement.
- E This deed is supplemental to the Existing Security Agreement.
- F The Security Agent and the Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:1 **Definitions and interpretation**1.1 **Definitions**

Unless otherwise provided in this deed, terms defined in the Amended Facilities Agreement shall have the same meaning where used in this deed.

In addition, in this deed, unless the context otherwise requires, the following words shall have the following meanings:

Accounts: all accounts (excluding any Excluded Accounts), and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest, including the accounts listed in schedule 4 (*Accounts*);

Amendment and Restatement Agreement: the amendment and restatement agreement dated on or around the date of this deed and made between, amongst others, Amplifi Capital (U.K.) Limited as Original Issuer and the Security Agent as security agent;

Amended Facilities Agreement: the Original Facilities Agreement as amended and restated on or about the date of this deed by the Amendment and Restatement Agreement;

Administrator: a person appointed in accordance with Sched B1 Insolvency Act 1986 to manage a Chargor's affairs, business and property;

Assigned Agreements: the Gojoko Servicing Agreement and any other agreement designated in writing as an Assigned Agreement by a Chargor and the Security Agent;

Charged Assets: all the assets for the time being subject to the Security created by this deed (and references to the Charged Assets include references to any part of them);

Declared Default: an Event of Default which has resulted in the Agent exercising any of its rights under clause 27.17 (*Acceleration*) of the Amended Facilities Agreement;

Excluded Accounts:

- (a) any account held in connection with Trust Assets; and
- (b) any account held on trust for any person (which for the avoidance of doubt includes any SPV) and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by a Chargor or in which a Chargor has an interest;

Existing Security Agreement: the security agreement dated 15 May 2023 and entered into by the Chargors in favour of the Security Agent;

Floating Charge Assets: all the assets for the time being subject to the floating charge created by this deed (and references to the Floating Charge Assets include references to any part of it);

Initial Deferred Shares: the initial Deferred Shares described in schedule 2;

LPA: the Law of Property Act 1925;

Original Facilities Agreement: the up to £50,000,000 term loan facilities agreement dated 26 April 2023 and made between, amongst others, Amplifi Capital (U.K.) Limited as original issuer and the Security Agent as security agent;

Receiver: a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor;

Related Rights: in relation to any asset:

- (c) the proceeds of sale of that asset or any part of that asset;
- (d) all dividends, distributions, interest and/or other income paid or payable in relation to that asset together with all shares or other property derived from that asset and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that asset (whether by way of conversion, redemption, bonus, preference, option or otherwise);
- (e) any monies and proceeds paid or payable in relation to that asset;
- (f) all rights under agreement for sale in respect of that asset; and
- (g) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset;

Restrictions Notice: a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006;

Secured Obligations: has the meaning given to that term in the Subordination Agreement;

Secured Parties: has the meaning given to that term in the Subordination Agreement;

Securities: the Shares, the Initial Deferred Shares and all Deferred Shares now or at any time hereafter (and from time to time) owned by a Chargor, but excluding any Trust Assets;

Securities Issuer: the issuer of any Securities;

Security Period: the period starting on the date of this deed and ending on the date on which the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;

Shares: all of the shares in the capital of Amplifi Capital (U.K.) Limited held by, to the order of or on behalf of Amplifi Holding Limited at any time, including those described in schedule 3 (*Shares*);

Trust Assets: means any MCB Subordinated Debt and/or Deferred Shares which from time to time are held by a Chargor as trustee or nominee on behalf of any third party and the Related Rights in relation to such MCB Subordinated Debt and/or Deferred Shares (as the case may be);

Warning Notice: a “warning notice” as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2

Construction

1.2.1 Unless otherwise provided in this deed, the provisions of clause 1.2 (*Construction*) of the Amended Facilities Agreement apply to this deed as though they were set in full in this deed, *mutatis mutandis*.

1.2.2 In this deed (unless the context requires otherwise) any reference to:

1.2.2.1 each Chargor, the Issuer, an Obligor, a Secured Party, any Securities Issuer, any Administrator or Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Administrator or Receiver) lawful substitutes and/or replacements;

1.2.2.2 a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of any Finance Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent;

1.2.2.3 “assets” includes present and future properties, revenues and rights of every description;

1.2.2.4 the Security constituted by this deed becoming “enforceable” shall mean that the Security created under this deed has become enforceable under clause 9.1 (*Enforcement events*);

1.2.2.5 “owned” includes having legal or equitable title to or a right to have legal or equitable title transferred;

- 1.2.2.6 “law” includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing;
- 1.2.2.7 a provision of law is a reference to that provision as amended or re-enacted from time to time;
- 1.2.2.8 a time of day is a reference to London time;
- 1.2.2.9 any gender includes a reference to the other genders;
- 1.2.2.10 the singular includes a reference to the plural and vice versa; and
- 1.2.2.11 a clause or schedule is to a clause or schedule (as the case may be) of or to this deed.

1.2.3 Clause and schedule headings are for ease of reference only.

1.3 **Secured Obligations**

References in this deed to the Secured Obligations shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (i) any combination of any of the foregoing.

1.4 **Trust Assets**

For the avoidance of doubt, the Trust Assets are not the subject of security created pursuant to this deed and the Security Agent shall have no proprietary claim over such Trust Assets pursuant to the provisions of this deed.

1.5 **Existing Security Agreement**

- 1.5.1 This deed is supplemental, and without prejudice, to the Existing Security Agreement. The parties agree that:
 - 1.5.1.1 the Existing Security Agreement continues in full force and effect and continues to secure the Secured Obligations; and
 - 1.5.1.2 they are entering into this deed in case, notwithstanding their agreement set out in 1.5.1.1, the Existing Security Agreement is or becomes ineffective in any way.
- 1.5.2 The satisfaction of any obligation of a Chargor under the Existing Security Agreement shall, where it is also contained in this deed, be deemed to satisfy the same obligation of that Chargor under this deed.
- 1.5.3 Without prejudice to the generality of clauses 1.5.1 to 1.5.2:
 - 1.5.3.1 any reference to a “first” fixed charge (in clauses 3.1.1 (*Fixed security*) and 3.2.4 (*Assets acquired after any floating charge conversion*)), a “first” floating charge (in clause 3.2.1 (*Floating charge*)) or an assignment (in clause 3.1.2 (*Fixed security*)) is qualified by and subject to the Security created by the Existing Security Agreement in respect of the relevant Charged Assets;

- 1.5.3.2 any reference to Security being created by this deed “with full title guarantee” is qualified by and subject to the Security created by the Existing Security Agreement in respect of the relevant Charged Assets;
- 1.5.3.3 the deposit with the Security Agent under the Existing Security Agreement of any document required to be deposited with the Security Agent under clause 3.3 (*Title documents*) shall be deemed to satisfy the Chargors’ obligation under clause 3.3 (*Title documents*);
- 1.5.3.4 the covenants of the Chargors contained in clause 4.1 (*Negative pledge and restriction on disposal*) are qualified by and subject to the Security created by the Existing Security Agreement in respect of the Charged Assets,

unless and to the extent that, notwithstanding the agreement set out in clause 1.5.1.1, the Security created by, or a relevant provision of, the Existing Security Agreement is or becomes ineffective.

2 **Covenant to pay; Further advances**

2.1 **Covenant to pay**

Each Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will pay and discharge on demand all Secured Obligations owing or incurred from or by it to the Secured Parties when the same become due and payable in accordance with the terms of the Finance Documents, whether by acceleration or otherwise.

2.2 **Potential invalidity**

Neither the covenant to pay in clause 2.1 (*Covenant to pay*) nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

2.3 **Further advances**

This deed secures further advances made under or pursuant to the terms of the Finance Documents.

3 **Grant of security**

3.1 **Fixed security**

As a continuing security for the payment and discharge of the Secured Obligations, each Chargor with full title guarantee hereby:

- 3.1.1 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:
 - 3.1.1.1 Securities;
 - 3.1.1.2 Accounts; and
 - 3.1.1.3 the Assigned Agreements to which they are party and the benefit of any guarantee or security for the performance of such

Assigned Agreements in each case to the extent not effectively assigned pursuant to Clause 3.1.2; and

- 3.1.2 assigns to the Security Agent (as trustee for the Secured Parties) absolutely with full title guarantee and in each case all Related Rights, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which they are party and the benefit of any guarantee or security for the performance of such Assigned Agreements.

This clause 3.1 shall be construed as creating a separate and distinct fixed charge or security assignment over each relevant asset within any particular class of assets specified in this 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.

3.2 **Floating security**

3.2.1 **Floating charge**

As a continuing security for the payment or discharge of the Secured Obligations, each Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its present and future undertaking and assets not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1 - 3.1.2 (*Fixed security*) inclusive and that are not otherwise Trust Assets.

3.2.2 **Automatic conversion of floating charge**

Notwithstanding anything express or implied in this deed (save for clause 3.2.6 (*Moratorium*)), and without prejudice to any law which may have similar effect, if:

- 3.2.2.1 a Declared Default has occurred and is continuing; or
- 3.2.2.2 any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
- 3.2.2.3 any Chargor creates or attempts to create any Security (other than as permitted under the Amended Facilities Agreement and subject to any applicable grace period contained therein) or any trust in favour of another person over any Floating Charge Asset; or
- 3.2.2.4 any Chargor disposes or attempts to dispose of any Floating Charge Asset other than as permitted under the Amended Facilities Agreement,

the floating charge created by this deed will, to the extent permitted by applicable law, automatically and immediately (without notice) be converted into a fixed charge over all the Floating Charge Assets or, in the case of clauses 3.2.2.3 and 3.2.2.4, over the relevant Floating Charge Asset.

3.2.3 **Conversion of floating charge by notice**

Notwithstanding anything express or implied in this deed (save for clause 3.2.6 (*Moratorium*)), if:

- 3.2.3.1 a Declared Default has occurred and is continuing; or

3.2.3.2 the Security Agent reasonably considers that any legal process or execution is being enforced against any Floating Charge Assets or that any Floating Charge Asset is in danger of being seized; or

3.2.3.3 the Security Agent reasonably considers that it is desirable to protect the priority of the security,

the Security Agent may at any time thereafter, by notice to a Chargor, convert, to the extent permitted by applicable law, the floating charge created by this deed with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the relevant Chargor specified in such notice (but without prejudice to the Security Agent's rights to serve a notice in respect of any other Floating Charge Assets and any other rights of the Security Agent whatsoever).

3.2.4 **Assets acquired after any floating charge conversion**

Any asset acquired by any Chargor after any conversion of the floating charge created by this deed, in accordance with clauses 3.2.2 (*Automatic conversion of floating charge*) or 3.2.3 (*Conversion of floating charge by notice*) which but for such conversion would be subject to a floating charge shall (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge.

3.2.5 **Reconversion of fixed charge assets into floating charge assets**

The Security Agent may at any time after any conversion of the floating charge created by this deed over any Charged Assets into a fixed charge in accordance with clauses 3.2.2 (*Automatic conversion of floating charge*) or 3.2.3 (*Conversion of floating charge by notice*) reconvert such fixed charge into a floating charge by notice to the relevant Chargor.

3.2.6 **Moratorium**

Unless s.A52(4) Insolvency Act 1986 allows, the floating charge created by this deed may not be converted into a fixed charge solely by reason of:

3.2.6.1 the obtaining of a moratorium; or

3.2.6.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 Insolvency Act 1986.

3.3 **Title documents**

Each Chargor shall promptly following the date of this deed (or, if later, promptly following the date of acquisition of the relevant Charged Assets or the relevant request from the Security Agent) deposit with the Security Agent (and the Security Agent shall during the continuance of this security be entitled to hold), provided always that, if reasonably required to effect any transaction which is permitted under the Finance Documents, the Security Agent shall, as soon as reasonably practicable after receipt of a request from a Chargor, return to that Chargor:

3.3.1 all deeds and documents of title relating to the Charged Assets as the Security Agent may from time to time reasonably require; and

3.3.2 all stock and share certificates relating to the Securities and such stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in

full and shall be entitled, at any time following the occurrence of an Event of Default and for so long as it is continuing, to complete, under and in accordance with its power of attorney given in Clause 12.1 (*Power of Attorney*) below, the stock transfer forms on behalf of the relevant Chargor in favour of itself or its nominee(s); and

- 3.3.3 any other documents as the Security Agent may from time to time reasonably require.

3.4 **Security notices**

Each Chargor shall promptly following the date of this deed or, in the case of, any Assigned Agreement entered into (or designated as such in accordance with this deed) or any Account opened, in each case by any Chargor after its execution of this deed, promptly following such date (as applicable) on which such Assigned Agreement is entered into (or designated as such) or such Account is opened:

- 3.4.1 give notice substantially in the form set out in part 1 of schedule 3 (*Form of notice to counterparties of Assigned Agreements*) to the other parties to the Assigned Agreements to which it is a party of the assignment pursuant to clause 3.1.2 (*Fixed security*) of its rights and interest in and under the Assigned Agreements and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 3 (*Form of acknowledgement from counterparties to Assigned Agreements*); and
- 3.4.2 give notice substantially in the form set out in part 1 of schedule 6 (*Form of notice of charge to third party bank*) to the banks, financial institutions and other persons of its charging to the Security Agent pursuant to clause 3.1.1.2 (*Fixed security*) of its rights and interests under such accounts and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent in the form set out in part 2 of schedule 6 (*Form of acknowledgement from third party bank*).

4 **Restrictions on dealing**

4.1 **Negative pledge and restriction on disposal**

Each Chargor hereby covenants with the Security Agent that it will not at any time except in accordance with the terms of the Amended Facilities Agreement or with the prior consent of the Security Agent:

- 4.1.1 create or purport to create or permit to subsist any Security on or in relation to the Charged Assets; or
- 4.1.2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of, any interest in any Charged Assets.

5 **Accounts**

5.1 **Withdrawals**

After the security constituted by this deed has become enforceable, each Chargor shall comply with any notice served by the Security Agent on that Chargor prohibiting it from withdrawing all or any monies from time to time standing to the credit of any of its Accounts except with the prior consent of the Security Agent.

6 **Securities**

6.1 **Shares**

Amplifi Holding Ltd represents and warrants that the Shares are fully paid.

6.2 **Registration of Securities**

If the security constituted by this deed has become enforceable, the Security Agent may cause any or all of the Securities to be registered in the name of the Security Agent or its nominee. Each Chargor agrees promptly to execute and deliver to the Security Agent all such transfers and other documents and do all such things within its control as may be necessary or desirable to achieve such registration.

6.3 **Dividends and voting rights post enforcement**

After the security constituted by this deed has become enforceable:

6.3.1 all dividends and other distributions paid in respect of the Securities and received by any Chargor shall be held on trust for the Security Agent (as trustee for the Secured Parties) and forthwith paid into an Account or, if received by the Security Agent or its nominee, shall be retained by the Security Agent; and

6.3.2 (subject to service of notice on the relevant Chargor of the intention to do so) the Security Agent may exercise or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers attaching to the Securities as the Security Agent may in its absolute discretion think fit and each Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Security Agent concerning the exercise of such rights and powers.

6.4 **Warning Notice or Restrictions Notice**

6.4.1 Each Chargor represents and warrants to the Security Agent that no Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Securities and remains in effect.

6.4.2 Each Chargor shall comply with any notice served on it in respect of all or any part of the Securities pursuant to part 21A of the Companies Act 2006 within the timeframe specified in that notice and shall deliver a copy of any such notice to the Security Agent promptly upon receipt.

6.5 **Additional undertakings**

Each Chargor further undertakes to the Security Agent that it shall:

6.5.1 duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargors that the Security Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys; and

6.5.2 promptly give notice of this deed to any custodian of any Securities in any form which the Security Agent may reasonably require and use its reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require.

7 **Assigned Agreements**

Each Chargor will:

- 7.1.1 as agent for the Security Agent, collect all monies payable to it under the relevant Assigned Agreements and forthwith pay those monies into an Account, and, pending that payment, hold those proceeds on trust for the Security Agent;
- 7.1.2 duly perform all of its obligations under any Assigned Agreements to which it is a party; and
- 7.1.3 enforce the due observance and performance of all covenants given for its benefit in relation to any Assigned Agreements to which it is a party.

8 **Power to remedy**

- 8.1 If a Chargor is at any time in material breach of any of its obligations contained in this deed, the Security Agent shall be entitled (but shall not be bound) to remedy such breach and each Chargor hereby irrevocably authorises the Security Agent and its agents to do all things necessary or desirable in connection therewith.
- 8.2 The rights of the Security Agent contained in this clause 8 are without prejudice to any other rights of the Security Agent hereunder and the exercise by the Security Agent of its rights under this clause shall not make the Security Agent liable to account as a mortgagee in possession.

9 **Enforcement**

9.1 **Enforcement events**

If a Declared Default occurs and is continuing:

- 9.1.1 the security constituted by this deed shall become immediately enforceable; and
- 9.1.2 the Security Agent may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Assets.

9.2 **Statutory power of sale**

The statutory power of sale conferred by section 101 of the Law of Property Act 1925 shall arise on and be exercisable at any time after the execution of this deed (and the Secured Obligations shall be deemed to have become due and payable for that purpose), provided that the Security Agent shall not exercise such power of sale until the security constituted by this deed has become enforceable. To the extent permitted by law, if there is any ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

9.3 **Extension of statutory powers**

- 9.3.1 Any restriction imposed by law on the power of sale (including under s.103 LPA) or on the right of a mortgagee to consolidate mortgages (including under s.93 LPA) does not apply to the security constituted by this deed and the Security Agent or any Receiver shall have the right to consolidate all or any of the security constituted by this deed with any other Security in existence at any time.
- 9.3.2 Any powers of leasing conferred on the Security Agent or any Receiver by law are extended so as to authorise the Security Agent or any Receiver to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent or Receiver may think fit and without the need to comply with any restrictions conferred by law (including under ss.99 or 100 LPA).

9.4 **No obligation to enquire**

No person dealing with the Security Agent, any Administrator or any Receiver appointed hereunder, or its or their agents or brokers, shall be concerned to enquire:

- 9.4.1 whether the security constituted by this deed has become enforceable;
- 9.4.2 whether any power exercised or purported to be exercised has become exercisable;
- 9.4.3 whether any money remains due under the Finance Documents;
- 9.4.4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets; or
- 9.4.5 how any money paid to the Security Agent, Administrator or Receiver, or its or their agents or brokers, is to be applied.

9.5 **No liability as mortgagee in possession**

None of the Security Agent, any Administrator or any Receiver shall be liable:

- 9.5.1 to account as mortgagee in possession in respect of all or any of the Charged Assets; or
- 9.5.2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable unless directly caused by its or their gross negligence or wilful misconduct.

9.6 **Power to dispose of chattels**

After the security constituted by this deed has become enforceable, the Security Agent, any Administrator or any Receiver may dispose of any chattels or produce found on any Property as agent for the relevant Chargor and, without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce the Security Agent, the Administrator or the Receiver shall be indemnified by such Chargor against any liability arising from such disposal.

9.7 **Redemption of prior Security**

At any time after the security constituted by this deed shall have become enforceable the Security Agent may:

- 9.7.1 redeem any prior Security;
- 9.7.2 procure the transfer thereof to itself; and/or
- 9.7.3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the relevant Chargor and all monies paid by the Security Agent to the prior encumbrancer in accordance with such accounts shall as from such payment be due from such Chargor to the Security Agent on current account and shall bear interest and be secured as part of the Secured Obligations.

10 **Administrator and Receiver**

10.1 **Appointment of Administrator or Receiver**

Subject to clause 10.2, at:

- (a) any time after the security constituted by this deed becomes enforceable;
- (b) any time after any corporate action or any other steps are taken or legal proceedings started by or in respect of any Obligor with a view to the appointment of an Administrator; or
- (c) the request of the relevant Chargor,

the Security Agent may without further notice, under seal or by writing under hand of a duly authorised officer of the Security Agent:

- 10.1.1 appoint any person or persons to be an Administrator of any Chargor; or
- 10.1.2 appoint any person or persons to be a Receiver of all or any part of the Charged Assets of any Chargor; and
- 10.1.3 (subject to s.45 Insolvency Act 1986) from time to time remove any person appointed to be a Receiver and appoint another in their place.

10.2 **Moratorium**

Unless s.A52(4) Insolvency Act 1986 allows, the Security Agent is not entitled to appoint a Receiver solely by reason of:

- 10.2.1 the obtaining of a moratorium; or
- 10.2.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 Insolvency Act 1986.

10.3 **More than one appointment**

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Security Agent specifies to the contrary), and each Administrator or Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Administrator or Receiver states otherwise).

10.4 **Additional powers**

- 10.4.1 The powers of appointing an Administrator or a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in s.109 LPA or otherwise.
- 10.4.2 The power to appoint an Administrator or a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Security Agent notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

10.5 **Agent of the relevant Chargor**

- 10.5.1 Any Administrator or Receiver shall be the agent of the relevant Chargor and the relevant Chargor shall be solely responsible for their acts and remuneration as well as for any defaults committed by them.
- 10.5.2 No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of an Administrator or Receiver.

10.6 Powers of Administrator and Receiver

A Receiver shall have (and shall be entitled to exercise), in relation to the Charged Assets over which they are appointed, and an Administrator shall have in addition to the powers they enjoy under Sched B1 Insolvency Act 1986, the following powers (as the same may be varied or extended by the provisions of this deed):

- 10.6.1 (in respect of a Receiver) all of the powers of an administrative receiver set out in Sched 1 Insolvency Act 1986 (each of which are deemed incorporated into this deed) whether or not the Receiver is an administrative receiver;
- 10.6.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 10.6.3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and
- 10.6.4 the power to do all things which, in the opinion of the Administrator or Receiver (as appropriate) are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Administrator or Receiver pursuant to this deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, the relevant Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Administrator or Receiver sees fit; and the execution of documents in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the company seal of such Chargor))
- 10.6.5 In addition, notwithstanding any liquidation of any Chargor, each Receiver shall have power to:
 - 10.6.5.1 develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
 - 10.6.5.2 enter into or cancel any contracts on any terms or conditions;
 - 10.6.5.3 incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
 - 10.6.5.4 let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Assets, without being responsible for loss or damage;
 - 10.6.5.5 establish subsidiaries to acquire interests in any of the Charged Assets and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Assets on any terms and conditions;
 - 10.6.5.6 make and effect all repairs, renewals and improvements to any of the Charged Assets and maintain, renew, take out or increase insurances;
 - 10.6.5.7 exercise all voting and other rights attaching to the Securities owned by the relevant Chargor and comprised in the Charged Assets;
 - 10.6.5.8 redeem any prior Security on or relating to the Charged Assets and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the

relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

- 10.6.5.9 appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Assets upon terms as to remuneration or otherwise as the Receiver may think fit;
- 10.6.5.10 settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Assets; and
- 10.6.5.11 do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 10.6 or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Assets, and use the name of the relevant Chargor for all such purposes,

and in each case may use the name of the relevant Chargor and exercise the relevant power in any manner which the Receiver may think fit.

10.7 The Security Agent may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

10.8 The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

11 **Amounts received**

11.1 **Application of proceeds**

All monies received by the Security Agent or any Receiver after this deed has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to this deed) be applied in accordance with and subject to the Subordination Agreement.

11.2 **Section 109(8) Law of Property Act 1925**

Neither the Security Agent nor any Receiver or Administrator shall be bound (whether by virtue of s.109(8) LPA, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Obligations.

11.3 **Currencies of denomination**

For the purpose of or pending the discharge of any of the Secured Obligations the Security Agent may convert any monies received, recovered or realised by the Security Agent under this deed from their existing denominations and/or currencies of denomination into such other denominations and/or currencies of denomination as the Security Agent may think fit and any such conversion shall be effected at the Security Agent's then prevailing spot selling rate of exchange.

11.4 **Suspense account**

All monies received recovered or realised by the Security Agent under this deed may at the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account and may be held in such account for so long as the Security Agent thinks fit pending

the application from time to time (as the Security Agent shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Obligations.

11.5 **New accounts**

If the Security Agent receives notice of any subsequent charge or other interest affecting all or part of the Charged Assets, the Security Agent may open a new account or accounts for the relevant Chargor in its books and (without prejudice to the Security Agent's right to combine accounts) no money paid to the credit of such Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Obligations. If the Security Agent does not open a new account or accounts immediately on receipt of such notice then unless the Security Agent gives express notice to the contrary to the relevant Chargor as from the time of receipt of such notice by the Security Agent all payments made by the relevant Chargor to the Security Agent in the absence of any express appropriation by the such to the contrary shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations.

11.6 **Security Agent set-off rights**

If the Security Agent shall have more than one account for any Chargor in its books the Security Agent may at any time after the security constituted by this deed has become enforceable or the Security Agent has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other such account which may be in debit but the Security Agent shall notify the relevant Chargor of the transfer having been made.

12 **Power of attorney and delegation**

12.1 **Power of attorney**

Each Chargor hereby by way of security irrevocably appoints the Security Agent and (jointly and severally) each and every Administrator or Receiver of this deed to be the attorney (with full power of substitution and delegation) of such Chargor and in its name and on its behalf and as its act and deed or otherwise sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument, notice or act which such Administrator or Receiver or the Security Agent may consider expedient in the exercise of any of their or its powers or in respect of such Chargor's obligations under any Finance Document. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

The power given under this clause 12.1 may be exercised at any time after:

- 12.1.1 the expiry of five days following the failure by the relevant Chargor to do that which it is required to do by the terms of any Finance Document, but in respect of any such failure only; or
- 12.1.2 an Event of Default has occurred, which is continuing.

12.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm:

- 12.2.1 all transactions entered into by the Security Agent and/or any Administrator or Receiver in the proper exercise of its or their powers in accordance with this deed; and

12.2.2 all transactions entered into by the Security Agent and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

12.3 **Delegation**

Subject to the terms of the Amended Facilities Agreement, the Security Agent and any Administrator or Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or them by this deed (including the power of attorney), on such terms and conditions as it or they shall see fit which shall not preclude exercise of these powers, authorities or discretions by it or them or any revocation of the delegation or subsequent delegation.

13 **Protection of security and further assurance**

13.1 **Independent security**

This deed shall be in addition to and independent of every other security or guarantee that the Security Agent or any other Secured Party may at any time hold for any of the Secured Obligations. No prior security held by the Security Agent or any other Secured Party over the whole or any part of the Charged Assets shall merge in the security created by this deed.

13.2 **Continuing security**

This deed shall remain in full force and effect as a continuing security for the Secured Obligations, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part.

13.3 **No waivers; rights cumulative**

No failure to exercise, nor delay in exercising, on the part of the Security Agent or any Secured Party, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Security Agent and each Secured Party provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.

13.4 **No Chargor set-off**

Each Chargor waives any right of set-off it may have now or at any time in the future in respect of the Secured Obligations (including sums payable by such Chargor under this deed).

13.5 **Further assurance**

13.5.1 Each Chargor shall, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever action the Security Agent or a Receiver or an Administrator may require for:

13.5.1.1 creating, perfecting or protecting any security intended to be created by or pursuant to this deed;

13.5.1.2 at any time after the security under this deed becomes enforceable and so long as it remains enforceable, facilitating the realisation of any Charged Asset;

13.5.1.3 exercising any right, power or discretion conferred on the Security Agent or any Receiver or any Administrator, or any of its or their respective delegates or sub-delegates in respect of any Charged Asset provided by or pursuant to this deed or by law; or

13.5.1.4 creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by this deed) over any assets of any Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed.

13.5.2 This includes all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed, including:

13.5.2.1 the re-execution of this deed;

13.5.2.2 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; and

13.5.2.3 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient.

14 **Costs**

14.1 The provisions of clause 21 (*Costs and Expenses*) of the Amended Facilities Agreement are incorporated into this deed as if set out in full *mutatis mutandis*.

15 **Miscellaneous**

15.1 **Benefit of Deed**

The benefit of this deed will be held by the Security Agent on and subject to the terms of the Amended Facilities Agreement on trust for the benefit of itself and the other Secured Parties without preference or priority amongst themselves as security for the Secured Obligations, except as provided under the Amended Facilities Agreement.

15.2 **Certificates conclusive**

A certificate or determination by the Security Agent as to any amount or rate under this deed shall be conclusive evidence of that amount or rate in the absence of any manifest error.

15.3 **Financial collateral**

15.3.1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargors under this deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), the Security Agent shall have the right after the Security constituted by this deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

15.3.2 For the purpose of clause 15.3.1:

15.3.2.1 the value of the financial collateral appropriated shall be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it; and

15.3.2.2 where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:

- (i) the Security Agent must account to the relevant Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
- (ii) the Chargors will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

15.4 **Severability**

If any provision of this deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

15.5 **Third party rights**

Save as expressly provided to the contrary in a Finance Document, a third party (being any person other than the Chargors and the Secured Parties and their successors and permitted assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. Notwithstanding any term of any Finance Document, the consent of such third party or any Receiver or Delegate is not required to rescind or vary this deed at any time.

15.6 **Trustee Act 2000**

The Chargors and the Security Agent agree that the Security Agent shall not be subject to the duty of care imposed on the trustees by the Trustee Act 2000.

16 **Demands and notices**

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Security Agent under or in connection with this deed shall be made and delivered as provided in clause 39 (*Notices*) of the Amended Facilities Agreement.

17 **Assignment and transfer**

17.1 **Assignment by Security Agent**

The Security Agent may at any time without the consent of any Chargor, assign or transfer the whole or any part of its rights under this deed to any person to which it can transfer its rights in accordance with the terms of the Amended Facilities Agreement.

17.2 **Assignment by Chargor**

No Chargor may assign any of its rights or transfer any of its obligations under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person.

18 **Release of Security**

18.1 **Release**

Subject to clause 18.3 (*Discharge conditional*), upon the expiry of the Security Period (but not otherwise) the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release the relevant Charged Assets from the Security constituted by this deed and re-assign the relevant Charged Assets to the relevant Chargor(s).

18.2 **Avoidance of payments and reinstatement**

If any payment by the Issuer or any discharge given by a Secured Party (whether in respect of the obligations of the Issuer or any security for those obligations or otherwise) is (a) capable of being avoided or reduced (in the opinion of the Security Agent) or (b) avoided or reduced in each case as a result of insolvency or any similar event, then:

- 18.2.1 the liability of the Issuer will continue as if the payment, discharge, avoidance or reduction had not occurred;
- 18.2.2 each Secured Party will be entitled to recover the value or amount of that security or payment from the Issuer, as if the payment, discharge, avoidance or reduction had not occurred; and
- 18.2.3 the Security Agent shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred.

18.3 **Discharge conditional**

Any release, discharge or settlement between any Chargor and the Security Agent or any other Secured Party shall be deemed conditional upon no payment or security received by the Security Agent or such other Secured Party in respect of the Secured Obligations being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership.

19 **Governing law**

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

20 **Jurisdiction of English courts**

- 20.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").
- 20.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

21 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been executed by the Chargors and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent.

SCHEDULE 1

Chargors

Name	Registered number	Address	Jurisdiction of incorporation
Gojoko Marketing Ltd	09412530	30 Churchill Place, London, England, E14 5RE	England & Wales
Amplifi Holding Ltd	10878796	30 Churchill Place, London, England, E14 5RE	England & Wales

SCHEDULE 2**Initial Deferred Shares**

Chargor	Description of Deferred Shares
Gojoko Marketing Ltd	4,765,000 Series 3 Deferred Shares in CCB
Gojoko Marketing Ltd	319,606.02 Series 1 Deferred Shares in MCB
Gojoko Marketing Ltd	400,000 Series 22 tranche 1 Deferred Shares in MCB
Gojoko Marketing Ltd	200,000 Series 22 tranche 2 Deferred Shares in MCB
Gojoko Marketing Ltd	350,000 Series 22 tranche 3 Deferred Shares in MCB
Gojoko Marketing Ltd	2,000,000 Series 22 tranche 4 Deferred Shares in MCB

SCHEDULE 3

Shares

Chargor	Name of Company in which shares are held	Class of shares held	Number of shares held
Amplifi Holding Ltd	Amplifi Capital (U.K.) Limited	Ordinary	1,750,000

SCHEDULE 4**Accounts**

Chargor	Bank	Account name	Account number	Sort code
Gojoko Marketing Ltd	Revolut	Main Operating account (OPEX)		
Gojoko Marketing Ltd	Tide	Reserve account (Dormant)		
Gojoko Marketing Ltd	Wise	GBP account		
Gojoko Marketing Ltd	Modulr	OPEX account		
Gojoko Marketing Ltd	Modulr	Dormant Account		
Amplifi Holding Ltd	Revolut	Main Operating Account (OPEX)		
Amplifi Holding Ltd	Transferwise	Reserve account (Dormant)		
Amplifi Holding Ltd	Transferwise	GBP current account		

SCHEDULE 5

PART 1

Form of notice to counterparties of Assigned Agreements

From: [Chargor]

To: [counterparty]

Date:

We refer to the [describe relevant Assigned Agreement] (the “**Agreement**”).

We hereby notify you that pursuant to a supplemental security agreement dated [] (the “**Security Agreement**”) we have assigned to GLAS Trust Corporation Limited as trustee for the Secured Parties (as defined therein) (the “**Security Agent**”) absolutely (subject to a proviso for reassignment on redemption) all our right, title, interest and benefit in and to the Agreement. [This assignment is subject, and without prejudice, to the assignment to the Security Agent of all our right, title, interest and benefit in and to the Agreement pursuant to the security agreement dated 15 May 2023, notice of which was given to you by a notice dated [15 May 2023] (the “**Existing Security Notice**”).]¹

We further notify you that:

- (a) you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
- (b) you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
- (c) after receipt of any written notice in accordance with paragraph (b) above, you must pay all monies to which we are entitled under the Agreement direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing; and
- (d) the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of confirmation that:

- (i) you agree to the terms set out in this notice and to act in accordance with its provisions; and
- (ii) you have not received notice [(other than the Existing Security Notice)] that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party.

¹ Include where the Chargor has previously assigned the Agreement pursuant to an Existing Security Document.

This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
for and on behalf of
[]

PART 2

Form of acknowledgement from counterparties of Assigned Agreements

From: [counterparty]

To: [Security Agent]

Copy to: [Chargor]

Date:

- (a) Subject to paragraph (b) below, we hereby:
- (i) acknowledge receipt of the notice dated [], a copy of which is attached to the acknowledgment (the “**Notice**”) and confirm the matters set out in paragraphs (i) and (ii) of the Notice; and
 - (ii) confirm our consent to the assignment referred to in the Notice.
- (b) The acknowledgement provided under paragraph (a) above is subject to us being satisfied that we have complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assignment referred to in the Notice. We will promptly notify you upon being so satisfied.

.....
for and on behalf of
[counterparty]

SCHEDULE 6

PART 1

Form of notice of charge to third party bank

To: *[name and address of third party bank]*

Attention: []

Date:

We hereby give you notice that by a supplemental security agreement dated [] 20[] (the “**Security Agreement**”) (a copy of which is attached) we have charged to GLAS Trust Corporation Limited as trustee for the Secured Parties (as defined therein) (the “**Security Agent**”) all our right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts in our name with you together with all interest credited thereto and the debts represented by those sums:

[]

(together the “**Accounts**”).

[This charge is subject, and without prejudice, to the charge to the Security Agent in respect of the Accounts pursuant to the security agreement dated 15 May 2023, notice of which was given to you by a notice dated [15 May 2023] (the “**Existing Security Notice**”).]²

We hereby irrevocably instruct and authorise you:

- 1 to credit to each Account all interest from time to time earned on the sums of money held in that Account;
- 2 to disclose to the Security Agent, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Security Agent may, at any time and from time to time, request you to disclose to it; and
- 3 following receipt of a notice from the Security Agent that the Security Agreement is enforceable:
 - 3.1 to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Security Agent;
 - 3.2 to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Security Agent at any time and from time to time; and
 - 3.3 to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Security Agent without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

By counter-signing this notice, the Security Agent confirms that we may make withdrawals from the Accounts until such time as the Security Agent shall notify you in writing that its permission is withdrawn,

² Include where the Chargor has previously charged the Accounts pursuant to an Existing Security Document.

whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Security Agent.

These instructions cannot be revoked or varied without the prior written consent of the Security Agent.

This notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Security Agent with a copy to ourselves.

Yours faithfully

By:
for and on behalf of
[Chargor]

[Counter-signed by:

.....
for and on behalf of
[Security Agent]]³

³ Include if using the second option above.

PART 2

Form of acknowledgement from third party bank

To: [name and address of Security Agent]

Date:

We confirm receipt of a notice dated [] (the “**Notice**”) from [Chargor] (the “**Company**”) of a charge, upon the terms of a Security Agreement dated [] 20[], over all the Company’s right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts with us in the name of the Company together with interest relating thereto:

[]

(together the “**Accounts**”).

We confirm that:

- 1 we accept the instructions and authorisations contained in the Notice and undertake to comply with its terms;
- 2 we have not received notice [(other than the Existing Security Notice (as defined in the Notice))] of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest;
- 3 we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;
- 4 until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts and upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories; and
- 5 we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
for and on behalf of
[third party bank]

SIGNATORIES (TO SECURITY AGREEMENT)

The Chargors

EXECUTED as a DEED by GOJOKO)
MARKETING LTD, acting by)
Tobias Gruber)
(a director) and) Director
Petr Luksan)
(a director):)
Director

EXECUTED as a DEED by AMPLIFI)
HOLDING LTD, acting by)
Tobias Gruber)
(a director) and) Director
Petr Luksan)
(a director):)
Director

The Security Agent

SIGNED by **Mark Jackson**
for and on behalf of
GLAS TRUST CORPORATION LIMITED:

)
)
)
)
