



Registration of a Charge

Company Name: **REDHALO BIDCO (UK) LIMITED**

Company Number: **11770531**



XA8S86UR

Received for filing in Electronic Format on the: **15/07/2021**

Details of Charge

Date of creation: **02/07/2021**

Charge code: **1177 0531 0006**

Persons entitled: **ING BANK N.V., FOR ITSELF AND AS SECURITY AGENT FOR THE SECURED PARTIES**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11770531

Charge code: 1177 0531 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd July 2021 and created by REDHALO BIDCO (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2021 .

Given at Companies House, Cardiff on 17th July 2021

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**

Share Pledge Agreement

between

Redhalo Bidco (UK) Limited

and

Redhalo Midco (UK) Limited

as Pledgors

and

ING Bank N.V.

as Security Agent

regarding the shares in

One.com Group AB

2 July 2021

ROSCHIER

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This Share Pledge Agreement (this "**Agreement**") is dated 2 July 2021 and made between:

- (a) **Redhalo Bidco (UK) Limited**, co. reg. no. 11770531, incorporated under the laws of England and Wales;
- (b) **Redhalo Midco (UK) Limited**, co. reg. no. 11770341, incorporated under the laws of England and Wales (together with Redhalo Bidco (UK) Limited, the "**Pledgors**" and each a "**Pledgor**"); and
- (c) **ING Bank N.V.**, for itself and as security agent for the Secured Parties (the "**Security Agent**").

Background

- A. Pursuant to a Senior Facilities Agreement (as defined below), the Lenders thereunder have made available to the Borrowers thereunder certain loan facilities as further described in the Senior Facilities Agreement.
- B. Pursuant to Clause 27.10 (*Post-Closing Undertakings*) of the Senior Facilities Agreement, the Pledgors shall enter into this Agreement for the purpose of creating a security interest for the payment and discharge of all of the Secured Obligations (as defined below) on the terms and conditions set out in this Agreement.
- C. This Agreement is entered into subject to the Intercreditor Agreement.

1. Definitions and Construction

1.1 Definitions

"**Agreed Security Principles**" shall have the meaning ascribed thereto in the Intercreditor Agreement.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and Stockholm.

"**Company**" means One.com Group AB, Swedish Reg. No. 559205-2400.

"**Enforcement Event**" means the occurrence of a Senior Acceleration Event, a Super Senior Acceleration Event, a Cash Management Facility Acceleration Event, a Senior Secured Notes Acceleration Event, a Second Lien Lender Acceleration Event or a Second Lien Notes Acceleration Event (each as defined in the Intercreditor Agreement) which (in each case) is continuing.

"**Intercreditor Agreement**" means the intercreditor agreement dated 24 June 2021 and made between among others, Redhalo Midco (UK) Limited as company, the financial institutions listed therein as original senior arrangers and as original senior lenders, ING Bank N.V. as original senior agent and security agent (as amended and/or amended and restated from time to time).

"Legal Reservations" shall have the meaning ascribed thereto in the Intercreditor Agreement.

"Perfection Requirements" shall have the meaning ascribed thereto in the Intercreditor Agreement.

"Pledge" means the Security created pursuant to this Agreement.

"Priority Secured Debt Documents" means the Secured Debt Documents, excluding any Topco Finance Document (both as defined in the Intercreditor Agreement).

"Related Rights" means, in relation to the Shares, all property deriving from the Shares and all other rights or benefits of all kind accruing or otherwise deriving from the Shares, including, but not limited to, dividends (whether in cash or in kind), distributions or other income paid or payable on any Share, the right to participate in new issues of shares or bonus issues of shares and the right to participate in issues of convertible debt instruments, options to subscribe for new shares or other securities in the Company.

"Secured Obligations" means all Borrowing Liabilities (as defined in the Intercreditor Agreement) of the Pledgors and Guarantee Liabilities (as defined in the Senior Facilities Agreement) of the Pledgors that (in each case) constitute Transaction Security Secured Obligations (as defined in the Intercreditor Agreement).

"Secured Parties" shall have the meaning ascribed to the term "Priority Secured Parties" in the Intercreditor Agreement.

"Security" means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Assets" means the Shares and the Related Rights.

"Security Period" means the period beginning on the date of this Agreement and ending on the date on which the Secured Obligations have been unconditionally and irrevocably repaid, discharged or cancelled in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Pledgors or any other person under any of the Priority Secured Debt Documents.

"Senior Facilities Agreement" means a senior term and multicurrency revolving facilities agreement dated 24 June 2021 between, *inter alios*, the Pledgors as original borrower and/or original guarantor (as applicable), the financial institutions listed therein as mandated lead arrangers and as original lenders, ING Bank N.V. as agent and as security agent (as amended, modified, restated supplemented and/or novated from time to time).

"Shares" means (i) 63,000 shares in the Company, representing one hundred per cent of the issued share capital and votes in the Company and (ii) any other shares issued after the date of this Agreement or provisional certificates (Sw. *interimsbevis*) for shares in the Company held by the Pledgors and resulting from, *inter alia*, a new issue of shares, a change in the quotient value (Sw. *kvotvärde*) or an issue of convertible debt instruments, warrants, or options to subscribe for new shares.

1.2 Construction

- (a) This Agreement is a Finance Document for the purpose of the Senior Facilities Agreement.
- (b) The rules of interpretation contained in Clause 1.2 (*Construction*) of the Senior Facilities Agreement and Clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to the construction of this Agreement or in any notice given under or in connection with this Agreement.
- (c) Any reference to the “Security Agent”, the “Secured Parties”, a “Pledgor”, any “Obligor” or any “Party” shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Intercreditor Agreement.
- (d) Any reference to “including” and “include” shall mean including and include “without limitation” and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms.
- (e) A reference in this Agreement to any matter being “permitted” under one or more of the Priority Secured Debt Documents (including this Agreement) shall include references to such matters not being prohibited or otherwise approved under those Priority Secured Debt Documents.
- (f) In the case of conflict between this Agreement and the Senior Facilities Agreement (including the Agreed Security Principles) or the Intercreditor Agreement, (to the fullest extent permitted by law) the provisions of the Senior Facilities Agreement (including the Agreed Security Principles) or the Intercreditor Agreement shall take priority over the provisions of this Agreement (and if requested to do so by (and at the cost of) a Pledgor, the Security Agent shall enter into such amendments, waivers or consents as are necessary to remove such conflict).
- (g) A reference in this Agreement to the Security Agent is always a reference to the Security Agent acting for itself and on behalf of the Secured Parties (unless expressly stated otherwise).
- (h) No failure to exercise, nor any delay in exercising, on the part of the Security Agent and the Secured Parties, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.
- (i) Notwithstanding anything to the contrary in this Agreement, but without prejudice to the creation, validity or perfection of any security interest under this Agreement, the terms of this Agreement shall not operate or be construed to prohibit or restrict any transactions, matters or other steps permitted by the

Priority Secured Debt Documents. For the avoidance of doubt, the preceding also applies to any transactions, matters or other steps taken or entered into by the Pledgors, including any of their dealings in any manner whatsoever in relation to any asset (including all rights, claims, benefits, proceeds and documentation, and contractual counterparties in relation thereto). In order to facilitate any such transactions, matters or other steps, the Security Agent shall promptly enter into such documentation and/or take such other action in relation to this Agreement as is requested by the Pledgors (acting reasonably), including, but not limited to, by way of executing any confirmation, consent to dealing, release, or another similar or equivalent document, or returning any physical collateral.

2. Grant of Pledge

As continuing security for the due and punctual fulfilment of the Secured Obligations, each Pledgor hereby irrevocably and unconditionally pledges (with the priority as between the Secured Parties as set out in the Intercreditor Agreement) to the Secured Parties, represented by the Security Agent, all its title, right and interest in, to and under the Security Assets.

3. Perfection of Pledge

- (a) On the date hereof, each Pledgor shall deliver to the Security Agent each share certificate representing the Shares pledged by it duly endorsed in blank by each Pledgor together with any coupons and other instruments pertaining thereto.
- (b) As soon as reasonably practicable following the execution of this Agreement, each Pledgor shall:
 - (i) notify the Company of the Pledge and procure that the Company acknowledges receipt of such notice in the form set out in Schedule 1 (*Form of Notice of Pledge*);
 - (ii) procure that the Pledge is duly registered in the share register of the Company and deliver to the Security Agent a certified copy of such share register; and
 - (iii) issue to the Security Agent a separate power of attorney relating to the Shares pledged by it in the form set out in Schedule 2 (*Form of Power of Attorney*).
- (c) A power of attorney issued pursuant to Clause 3(b)(iii) shall be renewed at the request of the Security Agent.
- (d) The Security Agent shall only be able to exercise the power of attorney given under this Clause 3 (*Perfection of Pledge*) following the occurrence of an Enforcement Event.
- (e) As soon as reasonably practicable from the date of issuance of any new Shares or Related Rights (issued after the date of this Agreement), each Pledgor shall

procure that the Security Agent is provided with any share certificates, provisional certificates (Sw. *interimsbevis*) or other certificates or documents of title evidencing such new Shares and/or Related Rights endorsed in blank by such Pledgor together with such other documents as the Security Agent considers reasonably appropriate.

4. Continuing Security

- (a) The Pledge shall be a continuing Security, and shall extend to the ultimate balance of the Secured Obligations and shall continue in force notwithstanding any intermediate payment or discharge in whole or in part of the Secured Obligations.
- (b) This Agreement is in addition to and is not in any way prejudiced by any present or future guarantee, collateral, lien or other Security held by the Secured Parties.
- (c) The Secured Parties' rights hereunder are in addition to and not exclusive of those provided by law.

5. Dividends

- (a) Prior to the occurrence of an Enforcement Event, the Pledgors shall, without restriction or condition, be entitled to receive, own and retain all dividends declared on or in respect of the Shares.
- (b) Following the occurrence of an Enforcement Event, all dividends and other payments with respect to the Shares shall be paid to the Security Agent on behalf of the Secured Parties. All dividends and other payments with respect to the Shares paid to the Security Agent shall become part of the Pledge and shall be applied towards prepayment of the Secured Obligations in accordance with Clause 11 (*Application of Proceeds*).

6. Powers of the Security Agent and Delegation

- (a) For the purpose of (i) establishing, maintaining, preserving, protecting and perfecting the Pledge, (ii) exercising the rights hereunder, and (iii) enforcing the Pledge pursuant to Clause 10 (*Enforcement of Pledge*), after the occurrence of an Enforcement Event, the Pledgors irrevocably authorise and empower the Security Agent and any nominee or agent designated by the Security Agent to act in its own name or in the name of each Pledgor and, on behalf of each Pledgor, to do all acts and take any steps it deems necessary or appropriate in respect of the Security Assets or otherwise (while acting reasonably). In exercising these powers, the Security Agent shall not be obliged to notify or obtain the further consent of the Pledgors. The power of attorney set out in this Clause 6 is irrevocable and shall be valid until the expiry of the Security Period.
- (b) The Security Agent may at any time delegate to any person(s) (provided that in each such case it uses reasonable care in selecting such person) all or any of its rights, powers and discretions under this Agreement on such terms (including power to sub-delegate) as the Security Agent sees fit and employ agents,

managers, employees, advisers and others on such terms as the Security Agent sees fit for any of the purposes set out in this Agreement. The Security Agent shall not be liable or responsible to the Pledgors or any person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of such delegate or sub-delegate, unless the Security Agent acts with gross negligence, wilful misconduct or fraudulently.

7. Exercise of Shareholder Rights

- (a) Prior to the occurrence of an Enforcement Event, the Pledgors shall, without restriction or condition, be entitled to exercise all voting rights and powers in relation to the Shares in a manner that would not be prejudicial to the validity or enforceability of the Pledge.
- (b) Upon the occurrence of an Enforcement Event, the Security Agent may, upon notification to the Company and the Pledgors, exercise all voting powers under the power of attorney issued pursuant to Clause 3(b)(iii).

8. Representations

- (a) Each Pledgor represents and warrants to the Secured Parties on the date of this Agreement and on each date on which new Shares are acquired (in respect of those acquired shares only and by reference to the facts and circumstances existing on such date) that, subject to the Legal Reservations and the Perfection Requirements, upon (i) the execution of this Agreement by each Pledgor and (ii) the fulfilment of the perfection requirements set out in Clause 3(a), the Secured Parties will obtain a valid, enforceable and perfected first priority pledge over the Shares as security for the payment and performance of the Secured Obligations.
- (b) On the date of this Agreement, each Pledgor makes the following representations, in respect of the Company and the Security Assets, to each of the Secured Parties:
 - (i) the Shares have been duly authorised, validly issued and fully paid up and constitute one hundred (100) per cent of the Company's issued share capital and other than the share certificates delivered to the Security Agent, no coupons or other documents pertaining to the Shares exist; and
 - (ii) neither the Pledgors nor the Company have issued, granted or entered into any outstanding options, warrants, rights of pre-emption, rights of first refusal or other similar rights, the content of which includes a right to acquire, or an obligation to issue, shares or other equity interests in the Company.

9. Covenants of the Pledgors

Except as permitted pursuant to the Priority Secured Debt Documents or with the prior written consent of the Security Agent, none of the Pledgor shall:

- (a) create or permit to subsist any Security over all or any part of the Shares or otherwise dispose of the Shares; and
- (b) agree to any amendment of the articles of association of the Company which would be materially prejudicial to the interest of the Security Agent and the Secured Parties hereunder.

10. Enforcement of Pledge

- (a) Upon the occurrence of an Enforcement Event, the Security Agent shall be entitled to enforce the Pledge or any part thereof by private or public sale or auction or in such manner and on such terms as the Security Agent in its sole discretion deems appropriate.
- (b) The Secured Parties are entitled to decide which Security shall be applied towards the satisfaction of the Secured Obligations and in the order provided in Clause 16.1 (*Order of application – Transaction Security*) of the Intercreditor Agreement.
- (c) Any subsequent remedy of an Enforcement Event shall not in any way prejudice the enforcement of the Pledge which had been initiated whilst such default was continuing.
- (d) Chapter 10 Section 2 of the Swedish Commercial Code (Sw. *Handelsbalken*) shall not apply to this Agreement or any enforcement hereunder.
- (e) Each Pledgor irrevocably waives any claim against the Company or any of its subsidiaries arising by way of subrogation or otherwise as a result of the enforcement of the Pledge. In connection with an enforcement of the Pledge, the Security Agent shall be authorised to release the Company and its subsidiaries from all liabilities (both actual and contingent) to the Pledgors, including any liabilities arising by way of subrogation or otherwise as a result of the enforcement of the Pledge. The release of the liabilities shall, at the election of the Security Agent, be effected by way of shareholders' contribution (Sw. *aktieägartillskott*), forgiveness of liabilities, or in any other way deemed appropriate by the Security Agent (acting reasonably).

11. Application of Proceeds

Subject to the terms of the Priority Secured Debt Documents and the Intercreditor Agreement, all moneys (or other consideration) obtained by the Security Agent or its designee by virtue of operation of law or through the exercise of the rights, powers and remedies under this Agreement, shall (subject to the claims of any person having prior rights thereto) be applied in the order provided in Clause 16.1 (*Order of Application – Transaction Security*) of the Intercreditor Agreement.

12. Waiver of Defences

The Pledge shall not be affected in any way by any variation, extension, waiver, compromise or partial release of the Secured Obligations, the Intercreditor Agreement

or of any Security from time to time granted in respect thereof, or by any change in the laws, rules or regulations of any jurisdiction or by any present or future action of any governmental authority or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the Secured Obligations or the Intercreditor Agreement.

13. Non-Competition and Waiver of Subrogation

- (a) Each Pledgor irrevocably waives any claim against the Company and any other relevant member of the Group arising by way of subrogation or otherwise as a result of the enforcement of the Pledge and agrees that it will not by virtue of any Security enforced or moneys received by the Secured Parties, for or on account of the Secured Obligations:
 - (i) be subrogated to or have the benefit of any rights of, Security or moneys held, received or receivable by, the Secured Parties or be entitled to any right of contribution or indemnity; or
 - (ii) claim, rank, prove or vote as a creditor in the bankruptcy, liquidation, re-organisation or dissolution of any party, or exercise any right of set-off or recourse against any party, in competition with any Secured Party.
- (b) To the extent the Pledgors receive any payment, distribution or benefit of security in violation of the terms of this Agreement, the amount or benefit so received shall be treated as "escrow funds" (Sw. *redovisningsmedel*) and shall be held separately for the account of the Secured Parties. Any such amount or benefit shall be transferred immediately to the Security Agent.

14. Release of Security

- (a) Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Pledgors:
 - (i) irrevocably and unconditionally release to the Pledgors all rights and interest of the Secured Parties in or to the Security Assets, or part thereof, as the case may be, and give such instructions and directions, and deliver such documents, as the Pledgors reasonably may require in order to effect such release; and
 - (ii) revoke any power of attorney granted under Clause 3 (*Perfection of Pledge*) of this Agreement,

in each case, without any requirement for instructions, consent or authorisation from any other Secured Party and shall if requested by the Pledgors confirm release of the security in writing in accordance with this provision.
- (b) Where an amount has been received by the Security Agent under the Intercreditor Agreement or this Agreement, but the Security Agent determines that there is a reasonable risk that such payment will be avoided or otherwise set aside in the course of bankruptcy proceedings or other similar proceedings,

such amount shall not be considered to have been irrevocably paid for the purposes of this Agreement.

15. Assignment

- (a) A Secured Party may assign or transfer any of its rights or obligations under this Agreement without the consent of the Pledgors if such assignment or transfer is made in connection with an assignment or transfer of the Secured Obligations in accordance with the provisions of the Senior Facilities Agreement. Evidence of such assignment or transfer of Secured Obligations shall be deemed to constitute evidence of an assignment or a transfer on a proportionate basis of such Secured Party's rights and obligations under this Agreement and relating to such Secured Obligations. With regards to any such assignment, each Pledgor shall at the request of the Security Agent take all action reasonably necessary to preserve the Pledge.
- (b) No Pledgor may assign any of its rights and/or obligations under this Agreement.

16. Governing Law and Jurisdiction

- (a) This Agreement is governed by Swedish law.
 - (b) Subject to Clause 16(c), the courts of Sweden have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement). The City Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be court of first instance.
 - (c) Clause 16(b) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings in any other courts with jurisdiction over the Pledgors or any of their assets. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.
-

This Agreement has been executed in three copies, one for each Party.

Redhalo Bidco (UK) Limited

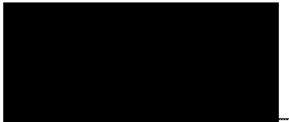
as Pledgor



Name: Letizia Bellucci

Redhalo Midco (UK) Limited

as Pledgor



Name: Letizia Bellucci

ING Bank N.V.

as Security Agent, acting for itself and on behalf of the Secured Parties

Name:

Name:

This Agreement has been executed in three copies, one for each Party.

Redhalo Bidco (UK) Limited

as Pledgor

Name:

Redhalo Midco (UK) Limited

as Pledgor

Name:

ING Bank N.V.

as Security Agent, acting for itself and on behalf of the Secured Parties



Q.S.C. de Yffes

Name:

Name:

SCHEDULE 1

Form of Notice of Pledge

To: One.com Group AB

Date: _____ 2021

This is to notify you that:

1. Pursuant to a pledge agreement dated _____ 2021 between Redhalo Bidco (UK) Limited and Redhalo Midco (UK) Limited as pledgors (together, the "**Pledgors**" and each a "**Pledgor**") and ING Bank N.V. as security agent (the "**Security Agent**") (the "**Pledge Agreement**"), the Pledgors have pledged to the Secured Parties, represented by the Security Agent, all of the Pledgors' title, right and interest in, to and under the Security Assets, including *inter alia* 63,000 shares in One.com Group AB (the "**Company**") and any related rights.
2. Terms not defined herein shall have the meanings given to them in the Pledge Agreement.
3. You may continue to pay any dividends and other payments with respect to the Shares to the Pledgors until you have been otherwise instructed by the Security Agent. Following a written notice from the Security Agent stating that an Enforcement Event has occurred, you must pay any dividends and other payments with respect to the Shares directly to the Security Agent and you must transfer any other distribution and any documents entitling to such payments into the possession of the Security Agent in accordance with the instructions given by the Security Agent.
4. The Pledgors have issued a power of attorney authorising the Security Agent (or any person duly appointed by the Security Agent) to attend all meetings of the shareholders in the Company as the Pledgors' representative and to vote at such meetings for all Shares owned by the Pledgors, provided an Enforcement Event has occurred. The power of attorney is irrevocable and will, when the Security Agent confirms in writing that an Enforcement Event has occurred, exclude the Pledgors from exercising the voting rights attached to the Shares at the meetings of shareholders in the Company.
5. We hereby further instruct you to provide, whenever requested by the Security Agent, such information about the Security Assets as deemed necessary or appropriate by the Security Agent.

Please note that the Pledge referred to above constitutes a first priority security interest in favour of the Secured Parties. Therefore, we hereby instruct you to forthwith register the Pledge in the share register of the Company.

These instructions may not be varied or revoked except with the prior written consent of the Security Agent.

We kindly request you to confirm your receipt and acknowledgement of the above by returning signed copies of the confirmation below to each of the Pledgor and the Security Agent.

Redhalo Bidco (UK) Limited

Name:

Redhalo Midco (UK) Limited

Name:

We hereby acknowledge receipt of the above letter and a copy of the Pledge Agreement and confirm that we agree to the terms thereof. We further confirm that we, prior to the date hereof, have not been notified of any pledge or other security interest over any of the Security Assets.

Please find attached hereto a true and correct copy of our share register evidencing the registration of the Pledge.

Date: _____ 2021

One.com Group AB

Name:

SCHEDULE 2

Form of Power of Attorney

This power of attorney is granted pursuant to a pledge agreement dated _____ 2021 (the "**Pledge Agreement**") between, *inter alia*, [Redhalo Bidco (UK) Limited] / [Redhalo Midco (UK) Limited] as pledgor (the "**Pledgor**") and ING Bank N.V. (the "**Security Agent**") acting on its own behalf and as agent for the Secured Parties (as defined in the Pledge Agreement).

The Pledgor hereby empowers any person duly appointed by the Security Agent, upon confirmation by the Security Agent that an Enforcement Event (as defined in the Pledge Agreement) has occurred, to (i) attend all meetings of the shareholders of One.com Group AB, Reg. No. 559205-2400 (the "**Company**") as the Pledgor's representative and to vote at such meetings for its share[s] with no. [1]/[2-63,000] and to (ii) exercise on behalf of the Pledgor any other rights pertaining to the shares in the Company owned by the Pledgor.

This power of attorney is irrevocable and will, when the Security Agent confirms that an Enforcement Event has occurred, exclude the Pledgor from exercising the voting rights attached to the shares at the meetings of shareholders in the Company.

This power of attorney shall be governed by and construed in accordance with the laws of Sweden.

This power of attorney becomes effective on the date it is signed by the Pledgor and it shall remain in force for one (1) year from such date.

Date: _____ 2021

[Redhalo Bidco (UK) Limited] / [Redhalo Midco (UK) Limited]

Name: