

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399787

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APPDOME LTD.		08/03/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kreos Capital V (Expert Fund) L.P.		
<b>Street Address:</b>	47 Esplanade		
<b>City:</b>	St. Helier		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	40330		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85951426	NATIVEFLOW	
<b>Serial Number:</b>	86471440	APPDOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	katzl@hfn.co.il		
<b>Correspondent Name:</b>	LIOR KATZ		
<b>Address Line 1:</b>	4 WEIZMANN		
<b>Address Line 4:</b>	TEL AVIV, ISRAEL 6423904		
<b>NAME OF SUBMITTER:</b>	LIOR KATZ		
<b>SIGNATURE:</b>	/LIOR KATZ/		
<b>DATE SIGNED:</b>	09/26/2016		
<b>Total Attachments: 58</b>			
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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated August 3, 2016, is made by and between (i) **Appdome Ltd.**, a company organized under the laws of the State of Israel, company no. 514663723 whose registered office is at 2 Kaplan St., Tel Aviv 6473403, Israel (the “**Grantor**”), and (ii) Kreos Capital V (Expert Fund) L.P. (“**Kreos**”), a company incorporated in Jersey under registered number 108240 whose registered office is at 47 Esplanade, St Helier, Jersey; and

WHEREAS, Kreos and the Grantor have entered into that certain Agreement for the Provision of a Loan Facility dated August 3, 2016 (the “**Loan Agreement**”), to which a Debenture - Floating Charge (the “**Debenture - Floating Charge**”) and a Debenture - Fixed Charge (the “**Debenture - Fixed Charge**”), in each case executed by Grantor and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of Grantor to Kreos and under the Debenture - Fixed Charge, Grantor has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge, the Debenture - Fixed Charge (collectively, the “**Charge Agreements**”), the Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in **Schedule A** hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in **Schedule A** hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the “**Trademarks**”), and (iii) all copyrights and registrations and applications therefore set forth in **Schedule A** (the “**Copyrights**”), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the “**Collateral**”). **Schedule A** shall be updated pursuant to the provisions of Section 3.8(i) of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor, and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor to Kreos under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by the Grantor to

Kreos now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements, or under any other future financing arrangement between the Company and the Creditor (as defined in the Charge Agreements) (the “**Secured Obligations**”).

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement with respect to the Patents and Trademarks.

Section 4. Right to Request Information. Kreos shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements will prevail.

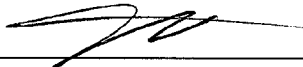
Section 6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court. Provided, however, that the Creditors shall not be prevented from taking proceedings relating to the Collateral in any other jurisdiction in which any Collateral is registered.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to remove the security interest granted by Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

APPDOME LTD.

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

Name: Tal Gilat

Title: CEO

KREOS CAPITAL V (EXPERT FUND) L.P.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

APPDOME LTD.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

KREOS CAPITAL V (EXPERT FUND) L.P.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

**Intellectual Property**

1. Appdome Ltd. - Patent and Patent applications:

<b>Application No</b>	<b>Name</b>	<b>Jurisdiction</b>	<b>Inventors</b>
13846953	Method and apparatus for operations performed by a mobile device	USA, Europe China	Eitan Bauch, Avner Yehuda
61865152	A system and method for protecting selected sections inside a file	USA	Avner Yehuda
14578540	System for data protection in an employee private mobile devices	USA	Avner Yehuda
62/176,394	Smart Mobile phone multiple threats detection and protection and methods	USA	Avner Yehuda
14578536	Application Control Environment and method for a personal computing device	USA	Avner Yehuda

2. Trademarks owned by Appdome Ltd.:

<b>Application No</b>	<b>Name</b>	<b>Jurisdiction</b>	<b>Status</b>
85951426	Nativeflow Trademark	USA	Approved
86471440	AppDome Trademark	USA	Successful search, specimen amendment filed
	AppDome Trademark	Europe	Approved

3. Domains owned by Appdome Ltd.:

[www.nativeflow.com](http://www.nativeflow.com)

[www.appdome.com](http://www.appdome.com)

nfdemo.net

native-flow.com

native-flow.net



nativeflow.net  
nativeflow-demo.com  
appdome.biz  
appdome.info  
appdome.mobi  
appdome.net  
appdome.org  
app-dome.biz  
app-dome.info  
app-dome.mobi  
app-dome.net  
app-dome.org  
ae-squared.com  
join-4g.com  
nativeflow.mobi  
nativeflow.rocks

4. Copyrights owned by Appdome Ltd.:

None

**DEBENTURE - FIXED CHARGE**

**UNLIMITED IN AMOUNT**

**BETWEEN**

**APPDOME LTD.**

**as Company**

**AND**

**KREOS CAPITAL V (EXPERT FUND) L.P.**

**as Creditor**

**DATED**  
**August 3, 2016**

## DEBENTURE – FIXED CHARGE

**THIS DEBENTURE – FIXED CHARGE** is dated the 3 day of August, 2016 between:

1. **Appdome Ltd.**, a company organized under the laws of the State of Israel, company no. 514663723 whose registered office is at 2 Kaplan St., Tel Aviv 6473403, Israel (the "**Company**");

and

2. **Kreos Capital V (Expert Fund) L.P.**, a company incorporated in Jersey under registered number 108240 whose registered office is at 47 Esplanade, St Helier, Jersey (the "**Creditor**");

### **WHEREAS:**

- (A) The Creditor has agreed to lend certain sums to the Company pursuant to an Agreement for the provision of a Loan Facility of up to a sum of US\$ 4,000,000 by and between the above stated parties dated June 7, 2016 (the "**Loan Agreement**"); and
- (B) In order to secure the full and punctual payment and performance when due of the Secured Liabilities (as defined below) the Company has agreed to (i) charge and pledge by way of first ranking fixed charge, various assets except for the Permitted Security Interests (as defined below) in favour of the Creditor in accordance with the terms hereof; and (ii) charge and pledge by way of first ranking (subject to the Permitted Security Interests) floating charge various assets, in favour of the Creditor in accordance with the terms of the Debenture – Floating Charge (as defined below).

**NOW THEREFORE**, the parties agree as follows:

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

1.1 In this Debenture, the following terms shall have the following meanings:

<b>Charged Assets</b>	Those assets of the Company charged, pledged or assigned by way of charge to the Creditor pursuant to Section 3 (Security).
<b>Debenture</b>	This Debenture – First Ranking Fixed Charge.
<b>Debenture – Floating Charge</b>	Means the Debenture – First Ranking Floating Charge signed between the Company and the Creditor on August 3, 2016.
<b>Indemnified Persons</b>	As defined in Section 12.
<b>Insurances</b>	Means: <ol style="list-style-type: none"><li>(a) all contracts and policies of insurance executed and/or issued from time to time in relation to the Charged Assets.;</li><li>(b) all payments to the Company in relation to (a) above, and</li><li>(c) all claims, rights and remedies of the Company arising from (a) and (b) above.</li></ol>
<b>Intellectual Property</b>	As defined in <u>Schedule 2</u> of this Debenture.
<b>Creditor Floating Charge</b>	Means the first ranking floating charge created under the Debenture – Floating Charge.
<b>Loan Agreement</b>	As defined in the First Recital.

**Ordinary Course of Business**

To the extent it relates to Intellectual Property, includes any license agreement, any distribution agreement, any OEM or similar agreement, any manufacturing agreement, any services agreement, any joint development agreement, or any joint venture agreement in the context of any of the above, provided, however, that an agreement that constitutes an effective transfer, of all or a significant part of the Intellectual Property of the Company will not be regarded as in the Ordinary Course of Business. By way of example, an exclusive, perpetual, worldwide license for a significant part of the core technology of the Company or an OEM agreement according to which a company was given an exclusive right to use a core technology for all potential applications of that technology would not be regarded as in the Ordinary Course of Business. Any escrow agreement entered into as part of a transaction which is in the Ordinary Course of Business will be regarded as part of the Ordinary Course of Business; provided that, upon the release of the escrow, the beneficiary of the escrow is entitled to use the technology of the Company only as may be necessary to fulfil the Company's undertakings under the main transaction.

**Permitted Security Interest**

As defined in the Loan Agreement.

**Receiver**

A receiver, trustee, administrator, administrative receiver, custodian, conservator, special manager or other similar official appointed by or on application of the Creditor, pursuant to the terms of this Debenture.

**Secured Liabilities**

As defined in Section 2.1.

**Security Interest**

Any mortgage, pledge, lien, hypothecation, assignment by way of security, security interest or other charge or encumbrance over, of or in the relevant property.

- 1.2 Words and defined terms denoting the singular number include the plural and vice versa and the use of any gender shall be applicable to all genders.
- 1.3 The paragraph headings are for the sake of convenience only and shall not affect the interpretation of this Debenture.
- 1.4 The recitals, schedules, appendices, annexes and exhibits hereto form an integral part of this Debenture.
- 1.5 Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

**2. PURPOSE**

**2.1 Secured Liabilities**

The Security Interests created by this Debenture are created to secure the full and punctual payment and performance of all the Company's obligations pursuant to the Loan Agreement, or to any amendment thereof and any other future financing arrangement between the

Company and the Creditor, together with all expenses and other amounts due or to become due from the Company under the terms of this Debenture including, without limitation, reasonable legal fees, the reasonable fees and costs of any Receiver and any other reasonable costs incurred in realizing the Security Interests granted hereunder (all such amounts, the "**Secured Liabilities**").

## 2.2 Prepayment

Except as expressly set forth in the Loan Agreement: (i) the Company shall not be entitled to discharge any amount of the Secured Liabilities prior to the agreed date for payment thereof; and (ii) neither the Company nor any third party having a right liable to be affected by the charges hereby created or the realisation thereof shall have any right under Section 13(b) of the Pledges Law, 5727-1967 or any other statutory provisions in substitution therefor.

## 3. SECURITY

### 3.1 Creation of Fixed Charge

As security for the full and punctual payment or performance when due (whether at stated maturity, acceleration or otherwise) of the Secured Liabilities by the Company, the Company hereby, absolutely and unconditionally charges and pledges in favour of the Creditor by way of first ranking (subject to the Permitted Security Interests) fixed charge and pledge:

- (a) the specific assets of the Company listed in **Schedule 1** hereto; and
- (b) all Intellectual Property;
- (c) all outstanding share capital of Appdome, Inc., the Company's wholly owned subsidiary; and
- (d) to the extent not included in the foregoing, all present and future rights to compensation, indemnity, insurance proceeds (other than in relation to insurance proceeds paid to the company solely for indemnifying third parties), warranty or guaranty accruing to the Company by reason of the loss of, damage to or expropriation of, or any other event or circumstance with respect to, such Charged Assets specified in Subsections 3.1(a), (b) and (c) above and all proceeds, products and benefits deriving from such Charged Assets (including, without limitation, those received upon any collection, exchange, sale or other disposition of such Charged Assets and any property into which such Charged Assets are converted, whether cash or non-cash) (the assets and other items set forth in Sections 3.1(a), (b), (c) and (d) shall be collectively referred to hereunder as the "**Charged Assets**").

In addition, to the extent required by applicable law to create and perfect a first ranking (subject to the Permitted Security Interests) fixed charge over the Charged Assets specified in Section 3.1(d) above, the Company also assigns such Charged Assets to the Creditor by way of first ranking (subject to the Permitted Security Interests) fixed charge and pledge.

In particular, the Company hereby assigns to and in favour of the Creditor by way of first ranking (subject to the Permitted Security Interests) fixed charge and pledge (and each of the following shall be deemed to be expressly included in Section 3.1(d) above):

- (i) all present and future rights, claims and remedies of the Company under and in respect of the Insurances and any monies paid or payable pursuant thereto whether held in or for the benefit of any trust or other account relative thereto or otherwise (other than in

relation to insurance proceeds paid to the company solely for indemnifying third parties);

- (ii) all present and future of the rights, claims and remedies of the Company under and deriving from the Property Tax and Compensation Fund Law, 5721-1961 as in force from or at any relevant time, and under any other applicable law arising in connection with the Charged Assets;
- (iii) all present and future rights to compensation, indemnity, warranty or guaranty accruing to the Company by reason of the loss of, damage to or expropriation of, or any other event or circumstance with respect to, the Charged Assets.

Nothing in this Debenture in any way limits the Company from entering into any transactions with regard to its Intellectual Property in the Ordinary Course of Business, or any usage by the Company of its assets listed in Schedule 1 hereto in the ordinary course of business, and the charge and pledge hereunder will not apply to rights granted to third parties in such transactions.

### 3.2 First Ranking

The Company specifically acknowledges that all of the Security Interests created by the Company under Section 3 (Security) of this Debenture shall rank in priority to any other Security Interests created by the Company subject to the Creditor Floating Charge and other than the Permitted Security Interests.

## 4. PRESERVATION OF SECURITY

### 4.1 Continuing Security

The Company declares and agrees that:

- (a) the Security Interests created by this Debenture shall remain in force as continuing security for the payment and discharge of the Secured Liabilities and shall remain in force notwithstanding any settlement of account or any other act, event or matter whatsoever, and, subject to Section 4.4, shall be fully released and discharged upon the full and final payment of the Secured Liabilities.
- (b) the Security Interests created and the powers conferred by this Debenture are in addition to, and are not in any way prejudiced or affected by, any other agreement between the Company and the Creditor; and
- (c) the Creditor will not be bound to enforce any other Security Interests before enforcing the Security Interests created by this Debenture.

### 4.2 Nature of Security Interests

All Security Interests that have been or may be created in favour of the Creditor for payment and performance of the Secured Liabilities shall be independent of one another.

For the avoidance of doubt, it is hereby clarified that this Debenture is in addition to the Debenture - Floating Charge (and in no manner in lieu thereof or replacement thereto), and each of this Debenture and the Debenture - Floating Charge shall independently serve as aforesaid to secure the Secured Liabilities in their entirety, but in no event shall the Company be liable for payment of any amounts in excess of the Secured Liabilities. Without derogating from the generality of the foregoing or from any other right of the Creditor, the Creditor shall have the right to act on this Debenture, on the Debenture - Floating Charge or on both, in each case in connection with the Security Interest created by each (including, without limitation,

with respect to any and all assets, properties and rights subject to both this Debenture and the Debenture - Floating Charge); and no action or omission relating to any such Security Interest shall prevent or estop the Creditor from invoking such other Security Interest, at the same time or subsequently.

4.3 Liability of the Company; Security Interest Absolute

- (a) The Company is a principal debtor for its Secured Liabilities and the Charged Assets are a principal security for the Secured Liabilities and, without prejudice to the foregoing, none of the rights of the Creditor, the Security Interests created hereunder or the liabilities or obligations of the Company or any third party, shall be impaired or discharged by (without limitation):
- (i) the Creditor releasing any of the Charged Assets or granting any time or any indulgence whatsoever to or making any settlement, composition or arrangement with any third party;
  - (ii) the Creditor asserting or pursuing, failing or neglecting to assert or pursue, or delaying in asserting or pursuing, or waiving, any of its rights or remedies against the Company or any third party arising under or by virtue of this Debenture or otherwise;
  - (iii) the Creditor making any variation, amendment or supplement to this Debenture (which shall be subject to the Company's advance written consent),
  - (iv) any agreement between the Creditor and the Company or any third party or any other document or instrument from time to time entered into between the Company or any third party and the Creditor;
  - (v) any change in the time, manner, place of payment or any other term or condition of the Secured Liabilities, or any other amendment or waiver of or under any agreement between the Creditor and the Company, the Charged Assets or any document related thereto;
  - (vi) the non-perfection of any Security Interest or any release, waiver or amendment from any guaranty for all or part of the Secured Liabilities;
  - (vii) the Creditor taking, accepting, varying, dealing with, enforcing, abstaining from enforcing, surrendering, exchanging or releasing any Security Interest in relation to the Company or any third party in such manner as any of them thinks fit, or claiming, proving for, accepting or transferring any payment in respect of the Secured Liabilities or the liabilities of any other third party in any composition by, or winding up of, any such party and/or any third party, or abstaining from so claiming, proving, accepting or transferring; or
  - (viii) to the fullest extent permitted by applicable law, any other circumstance that could otherwise constitute a defence to or discharge of the Company or any third party, other than the payment and performance in full of the Secured Liabilities.
- (b) Notwithstanding anything to the contrary contained in this Debenture, the Company will remain liable to observe and perform all of the conditions and obligations relating to or constituting the Secured Liabilities or the Charged Assets and neither the Creditor nor any Receiver will be under any obligation or liability with respect to the Secured Liabilities or the Charged Assets by reason of or arising out of this Debenture (other than by reason of fraud, wilful misconduct or gross negligence). Neither the

Creditor nor any Receiver will be required in any manner to perform or fulfil any of the obligations of the Company in respect of the Secured Liabilities or the Charged Assets, or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any action or to collect any amount or enforce any right or remedy hereunder.

- (c) The exercise by the Creditor of any of the rights or remedies hereunder shall not release the Company from any of its liabilities or obligations under any agreement between the Creditor and the Company; for the avoidance of doubt, the application of the Charged Assets to satisfy part of the Secured Liabilities shall not release the Company from its obligation to pay and perform the Secured Liabilities in full.

#### 4.4 Avoidance of Payments

To the extent that the Company or any third party on behalf of the Company makes a payment or payments to the Creditor, or the Creditor enforces any Security Interest or exercises any right of set-off and such payment or payments or the proceeds of such enforcement or set-off or any part thereof are subsequently avoided or set aside, declared by a competent court to be fraudulent or preferential or required to be repaid or refunded or reduced by virtue of any applicable law relating to bankruptcy, insolvency, administration, receivership, liquidation or similar proceedings, the Secured Liabilities or any part thereof originally intended to be satisfied, and this Debenture and all Security Interests, rights and remedies therefor, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or set-off had not occurred.

### 5. REPRESENTATIONS AND WARRANTIES

The Company hereby represents and warrants as follows, as of the date hereof:

- 5.1 It is duly incorporated and validly existing under the laws of the State of Israel, with power and authority to own assets and to carry on its business as now being conducted.
- 5.2 It is duly and validly registered with the Israeli Registrar of Companies, with company number 51-466372-3.
- 5.3 It has the power to enter into and perform, and has taken all necessary action to authorise the entry into, performance and delivery of, this Debenture and the transactions contemplated hereby.
- 5.4 It is clarified that: (i) the Security Interests created by the Company under this Debenture over any of the Company's Intellectual Property that was created with the aid of the Chief Scientist of the Ministry of Economics (the "OCS IP", "OCS", respectively) is subject to the approval of the OCS, dated [\_\_\_], attached hereto as **Annex 5.4** (the "OCS Pledge Creation Approval"); and (ii) any realization of Security Interests created by the Company under this Debenture over OCS IP, shall be made: (a) only following the obtaining of the approval of the OCS for such realization and in accordance with its terms; and (b) in accordance with the terms of the Law for the Encouragement of Research and Development in the Industry – 1984, as may be amended from time to time. (the "**Exercise Regulation Requirements**").
- 5.5 All corporate actions on the part of the Company, its directors, and its shareholders necessary for the authorisation, execution and delivery of the Debenture and the performance of all of its obligations hereunder have been taken.
- 5.6 It owns all outstanding share capital of Appdome, Inc..
- 5.7 This Debenture constitutes its legal, valid and binding obligation enforceable in accordance with its terms, subject to mandatory bankruptcy, insolvency, fraudulent conveyance,



reorganisation, moratorium and other laws relating to creditors rights generally and general principals of equity as well as to the OCS Pledge Creation Approval and the Exercise Regulation Requirements, as set out in Section 5.4 above.

- 5.8 All authorisations required in connection with the entry into, performance, validity and, subject to the registration of this Debenture and the Security Interests with the Israeli Registrar of Companies to be made as soon as practicable following the date hereof, enforceability of this Debenture and the transactions contemplated hereby (other than authorisations required as part of the Exercise Regulation Requirements for the enforcement of the Debenture) have been obtained or effected and are (and with respect to registration, shall be) in full force and effect and no steps have been taken to revoke or cancel any authorisation obtained or effected. The Company undertakes to file the Security Interests created hereby with the Israeli Companies Registrar and with the Israeli Patent Office (with respect to patents registered in Israel) within 21 days as provided under Israeli law.
- 5.9 Subject to the OCS Pledge Creation Approval and the Exercise Regulation Requirements, as set out in Section 5.4 above, the Security Interests created hereby constitute a legal, valid and binding, first ranking fixed charge over the Charged Assets (subject to the Permitted Security Interest), enforceable in accordance with the terms hereof. This Debenture confers the Security Interests it purports to confer over all of the Charged Assets and those Security Interests:
- (a) are not subject to any senior, pari passu, junior or subordinated Security Interests (other than (i) the Permitted Security Interests; (ii) any lien arising by operation of law in the ordinary course of business; (iii) with regard to the Company's Intellectual Property, any interests and rights created in the Ordinary Course of Business; and (iv) the Creditor Floating Charge); and
  - (b) are not liable to avoidance, due to (i) bankruptcy, winding-up, creditor's arrangement or any other similar insolvency proceedings for the reorganisation of the affairs of the Company or (ii) any other similar act or circumstance of the Company on the date of execution of this Debenture.
- 5.10 Subject to the OCS Pledge Creation Approval and the Exercise Regulation Requirements, as set out in Section 5.4 above, the Company has good and marketable title to the Charged Assets, free and clear of any Security Interests, except for the Creditor Floating Charge and the Permitted Security Interests. With the exception of the above, the Charged Assets are not affected by any restriction or condition relating to the transfer of ownership therein or to the mortgage, pledge or charge thereof, either at law or under any agreement whatsoever.
- 5.11 The Charged Assets that are tangible assets are in all material respects in good and substantial repair.

## 6. UNDERTAKINGS

The Company hereby undertakes, for as long as the Security Interests created by this Debenture are in force and except as the Creditor may otherwise permit, as follows:

- 6.1 It shall not sell, convey, transfer, grant or lease or otherwise dispose of (or agree to do any of the foregoing at any future time) ("**Dispose**") any Charged Asset, other than in the Ordinary Course of Business, without the Creditor's prior written consent or as otherwise permitted by this Debenture and/or the Loan Agreement.
- 6.2 It shall not create or permit to subsist any Security Interest on (or agree to do any of the foregoing at any future time) any of the Charged Assets (whether ranking in priority or parity to the Security Interests created hereby), except for the Permitted Security Interests, the

Creditor Floating Charge, with regard to the Company's Intellectual Property, any interests and rights created in the Ordinary Course of Business.

- 6.3 It shall defend the Charged Assets or cause the Charged Assets to be defended against, and shall take, at its expense, any action necessary to remove any Security Interest over the Charged Assets (other than the Permitted Security Interests, the Creditor Floating Charge and with regard to the Company's Intellectual Property, any interests and rights created in the Ordinary Course of Business), and shall defend the right, title and interest of the Creditor in and to any Charged Asset against the claims and demands of all other persons.
- 6.4 It shall keep the Charged Assets in good working order and condition (normal wear and tear excepted). The Company shall take commercially reasonable action to repair any damage or defect which may occur to the Charged Assets, in whole or in part, as the result of use or for any other reason whatsoever (normal wear and tear excepted). Without derogating from its obligations hereunder, the Company shall notify the Creditor immediately of any material damage or defect to the Charged Assets or any part thereof.
- 6.5 It will not take any action which is likely to prejudice or damage the Charged Assets or the enforceability of the Security Interests created hereunder. Nothing herein shall limit the Company from entering into any non-perpetual license transactions with regard to its Intellectual Property in the Ordinary Course of Business or any usage by the Company of its assets listed in **Schedule 1** hereto, in the ordinary course of business.
- 6.6 It shall deposit with the Creditor, at its written request, all certificates and other documents of title or evidence of ownership in the Charged Assets and all ancillary documents relating to or affecting directly the Charged Assets as the Creditor may from time to time specify (acting reasonably).
- 6.7 It will allow the Creditor or the Creditor's representatives at all reasonable times, upon the provision of reasonable advance notice and at a mutually agreed time, to inspect the condition of the Charged Assets wherever the same may be, provided that Creditor will take all reasonable steps necessary to ensure that such inspection shall not interfere with the Company's ordinary course of business; and provided further than with respect to Charged Assets that comprise the Company's Intellectual Property, the Creditor or the Creditor's representatives, as applicable, execute and deliver with the Company confidentiality and non-disclosure agreement, in customary form.
- 6.8 The Company shall keep the Charged Assets (other than the outstanding share capital of Appdome, Inc.) insured at all times in accordance with its obligation under the Loan Agreement (and in any event for full value) and shall comply with the terms of such insurance policies.
- 6.9 The Company shall, forthwith upon the Creditor's first written demand, furnish the Creditor with any license, confirmation, certificate, receipt or other document which, is reasonably required or necessary for purpose of proof of compliance by the Company with its obligations under this Section 6.
- 6.10 Without derogating from the rights of the Creditor, the Company shall notify the Creditor of any default under this Debenture (and the steps, if any, being taken to remedy it) promptly upon it becoming aware of the occurrence thereof. In particular, the Company shall:
  - (a) notify the Creditor immediately of the occurrence of any seizure, requisition, expropriation or forfeiture of the Charged Assets or any part thereof;
  - (b) notify the Creditor immediately of the imposition of any attachment or the issue of any execution proceedings or of any application for the appointment of a receiver, trustee, administrator, administrative receiver, custodian, conservator, special manager

or other similar official (whether interim or permanent) over or with respect to the Charged Assets or any part thereof and shall immediately notify the authorities which levied such attachment or issued such execution proceedings or received the application for the appointment of such receiver, trustee, administrator, administrative receiver, custodian, conservator, special manager or other similar official and any third party who initiated or applied for such action, of this Debenture in favour of the Creditor, and forthwith to take, at the expense of the Company, all steps necessary for the discharge of such attachment, execution proceedings or appointment, as the case may be.

- 6.11 The Company shall, forthwith following the execution of this Debenture, register the Security Interests created by this Debenture with the Israeli Registrar of Companies, and take any other necessary registry and file such registration within 21 days from the date hereof and shall deliver to the Creditor original certificates of registration of such Security Interests upon receipt of such from the relevant governmental agency.
- 6.12 The Company shall, forthwith following the execution of this Debenture, deliver to the Creditor, Notices of Assignment in the form of **Schedule 3** and **Schedule 5**, duly executed by the Company or on its behalf and addressed, in the case of notices in the form of **Schedule 3**, to each of the insurers liable on the Insurances and, in the case of the notice in the form of **Schedule 5**, to the relevant governmental agency, and shall use all reasonable endeavours to ensure that upon written request of the Creditor the said insurers and governmental agency execute an acknowledgement of receipt of every such Notice of Assignment in the form of **Schedule 4** and **Schedule 6** respectively.
- 6.13 For the avoidance of doubt, and notwithstanding anything to the contrary herein, it is hereby clarified that with respect to any and all of the assets, properties and rights of the Company which are, or which may in the future be, subject to the charge and pledge under the Debenture – Floating Charge, the Company is and shall be subject to the terms, conditions, limitations and restrictions contained in the Debenture – Floating Charge in addition to those contained herein.

## 7. **RIGHTS OF THE CREDITOR**

### 7.1 **Creditor's Right to Perform**

Without derogating from the rights of the Creditor to realize the Security Interests granted hereunder, if the Company for any reason whatsoever fails to duly and punctually observe or perform or comply with any of its obligations under this Debenture, including under Section 6, the Creditor shall, after giving five (5) business days written notice to the Company and provided that the Company has failed to remedy such default within such five (5) business days, have the power, on behalf of or in the name of the Company or otherwise, to perform the obligations and to take any steps which the Creditor may, in its absolute discretion, consider appropriate with a view to remedying, or mitigating the consequences of the failure, but without in any way becoming liable therefor and provided that the exercise of this power, or the failure to exercise it, shall in no circumstances prejudice the Creditor's rights hereunder.

### 7.2 **Set-Off**

Following the occurrence of an Event of Default, the Creditor may, at any time, set off any sum, whether in Israeli currency or in foreign currency, as the case may be, due or owing to the Company from the Creditor in any account, manner or circumstance whatsoever, against the Secured Liabilities, in whole or in part. In no event and under no circumstances may the Company set off any sum that may be due or owing to the Company from the Creditor in any account, manner or circumstance whatsoever, against the Secured Liabilities, in whole or in part.

8. **DEFAULT AND ENFORCEMENT**

8.1 **Events of Default**

The occurrence of any of the following events shall constitute an Event of Default:

- (a) any event of default which constitutes an Event of Default as defined in the Loan Agreement, all subject to any cure periods, notice requirements or other limitation specified therein.
- (b) the Company materially breaches or materially fails to comply with the provisions of Section 6 of this Debenture;
- (c) the Company materially breaches or materially fails to comply with any other provision of this Debenture or any other agreement between the Creditor and the Company, and, if such breach is capable of being remedied in the reasonable opinion of the Creditor, such breach is not remedied within thirty (30) days of receipt of Creditor's notice whereof by the Company.
- (d) any Event of Default under the Debenture – Floating Charge.

8.2 **Creditor's Powers**

- (a) On the occurrence of an Event of Default, the Creditor shall be entitled to declare any or all of the Secured Liabilities immediately due and payable.
- (b) On and at any time after the occurrence of an Event of Default the Creditor shall also be entitled to take all such steps as it sees fit to collect the Secured Liabilities from the Company and, in addition thereto, without prejudice to any and all of its other rights, to realise the Charged Assets, whether by the application for the appointment of a Receiver or whether by any other method the Creditor shall see fit, all subject to applicable law.
- (c) Subject to applicable law and after the occurrence of an Event of Default, the Creditor shall be entitled, in any proceedings concerning the bankruptcy, liquidation, winding up or receivership (or similar proceedings) of the Company, to:
  - (i) demand, claim, collect and enforce and prove the Secured Liabilities and give acquittance thereunder;
  - (ii) file any claims and proofs, give receipts and take all such proceedings and do all such things as the Creditor sees fit to recover the Secured Liabilities; and
  - (iii) receive all distributions on and payments with respect to the Secured Liabilities.
- (d) On and at any time after the occurrence of an Event of Default, as long as such Event of Default continues, the Creditor shall have all powers that it may, in its full discretion, determine to be desirable or necessary to preserve the Charged Assets and the Security Interests created hereby and to take all such reasonable steps for such purpose at the Company's expense, subject to applicable law.

8.3 **Receiver**

- (a) The Receiver shall have all powers conferred by applicable law, including, without limitation, the power:
- (i) to receive into his hands the Charged Assets and to take possession thereof;
  - (ii) to require the Company to deliver or otherwise make available such of the Charged Assets as the Receiver may demand, and without the consent of the Company, enter into any premises of the Company or any place where the Charged Assets are located and take possession of any of the Charged Assets;
  - (iii) to manage the Company's business or participate in the management thereof as he may see fit;
  - (iv) to sell or agree to the sale of the Charged Assets, in whole or in part, or to transfer the same in any other manner upon such conditions as he may see fit and to Dispose any of the Charged Assets (and such power shall include (to the extent necessary) a non-exclusive license of the Company to use any Intellectual Property required in order to use and operate any of the Charged Assets and in particular the Company's inventory);
  - (v) to exercise any right charged or pledged hereunder in the same manner in which the Company was entitled to exercise such right in accordance with the terms of Section 20 of the Pledges Law, 5727-1967;
  - (vi) to employ accountants, lawyers, architects, surveyors, engineers, quantity surveyors, contractors, builders, workmen and others and to purchase or hire materials, tools, equipment or supplies;
  - (vii) to call up any of the Company's uncalled share capital;
  - (viii) to do any other reasonable act or thing which the Receiver considers to be incidental or conducive to the exercise of any other right exercisable by him; and
  - (ix) to make any other arrangement with respect to the Charged Assets or any part thereof as he may reasonably see fit,

all subject to applicable law.

- (b) Should the payment date of the Secured Liabilities or any part thereof not yet have fallen due at the time of the sale of the Charged Assets, or the Secured Liabilities be due to the Creditor or Receiver on a contingent basis only, then the Creditor or Receiver shall be entitled to recover out of the proceeds of the sale an amount sufficient to cover the Secured Liabilities (or such part thereof) and the amount so recovered and yet to be appropriated to the discharge of the amounts due shall be charged to the Creditor or Receiver as security for, and be held by the Creditor or Receiver until the discharge in full of, the Secured Liabilities.
- (c) The Receiver will be the agent of the Company and the Company alone shall be responsible for the acts and omissions of the Receiver and for the Receiver's remuneration. In no event shall the Creditor be responsible for the acts and omissions of the Receiver or for the Receiver's remuneration.

## **9. DISTRIBUTION OF PROCEEDS**

All moneys and other assets arising from the exercise of the powers of the Receiver or the Creditor or otherwise received by the Creditor or the Receiver from the realisation of any Charged Asset shall be applied as follows:

- 9.1 in payment of the expenses incurred as a result of such realisation (including the appointment and remuneration of the Receiver); then
- 9.2 in payment of all other expenses, interest and default interest (if any), linkage differentials and any other amounts due and payable by the Company to the Creditor and which have not been paid; then
- 9.3 in payment of all principal sums due and payable by the Company to the Creditor and which have not been paid; and then
- 9.4 any income and proceeds remaining following such allocation, shall be delivered to the Company.

10. **FURTHER ACTION**

The Company further covenants with the Creditor from time to time upon demand to execute, at the Company's own cost, any document or do any act or thing which:

- 10.1 in the reasonable determination of the Creditor is necessary to create, perfect, register or give effect to any pledge, charge, assignment or Security Interest created or intended to be created by this Debenture;
- 10.2 in the reasonable determination of the Creditor is necessary to preserve or protect any of the rights of the Creditor; or
- 10.3 the Creditor or the Receiver may reasonably specify with a view to facilitating the exercise, or the proposed exercise, of any of their powers or the protection, management or realisation of the Charged Assets upon the occurrence and during the continuance of an Event of Default,

failing which the Creditor may, and the Company hereby appoints the Creditor as its attorney-in-fact to, execute, at the Company's expense, any such document or do any such act or thing, in the name and on behalf of the Company.

11. **PROTECTION OF CREDITOR AND RECEIVER**

- 11.1 Other than with respect to fraud, wilful misconduct and gross negligence, or any action in breach of this Debenture, neither the Creditor nor the Receiver, nor any of their respective agents, managers, officers, directors, employees, delegates, and advisers shall be liable for any claim, demand, liability, loss, damage, cost or expense which arises out of the exercise or the attempted or purported exercise or the failure to exercise any of their respective rights, powers and discretions under this Debenture.
- 11.2 Neither the Creditor nor any Receiver, nor any of their respective agents, managers, officers, directors, employees, delegates, and advisers shall be under any duty to exercise any of their respective rights, powers and discretions under this Debenture.
- 11.3 To the extent permitted by applicable law, the Company hereby waives any requirements, except as otherwise required by this Debenture, with respect to the form or the terms of the exercise by the Creditor, the Receiver, or any of their respective agents, managers, officers, directors, employees, delegates, and advisers of their respective rights, powers and discretions under this Debenture.

## 12. INDEMNITY

12.1 The Company shall forthwith on demand indemnify the Creditor and the Receiver (as well as any subsidiaries or affiliates of the Creditor or the Receiver) and their respective officers, directors, agents, managers, advisors, consultants, service providers and employees (the "**Indemnified Persons**") against any direct loss, expense or liability incurred as a consequence of:

- (a) anything done or purported to be done by or on behalf of the Creditor or the Receiver under this Debenture or any other document as a result of any failure by the Company to comply with its obligations hereunder;
- (b) any payment in respect of the Secured Liabilities (whether made by the Company or a third person) being impaired or declared void for any reason whatsoever;
- (c) the exercise, or attempted or purported exercise, or the consideration of the exercise, by or on behalf of the Creditor or the Receiver of any of the rights or powers of the Creditor or of the Receiver or any other action taken by or on behalf of the Creditor or the Receiver with a view to or in connection with the recovery by the Creditor or Receiver of the Secured Liabilities from the Company or any other person; or
- (d) the carrying out of any other lawful act or matter which the Creditor or the Receiver or any other person on behalf of either of them may reasonably consider to be necessary for the preservation of the Charged Assets,

provided that in all such events the Company shall not be obliged to indemnify an Indemnified Person for any loss, expense or liability incurred solely as a consequence of the fraud, wilful misconduct and gross negligence of such Indemnified Person.

12.2 Any amount payable under Section 12.1 shall bear interest at the annual rate of 13% for the period commencing from the date on which the Company should have paid such amount until the date of actual payment of the same; such interest shall form part of the Secured Liabilities.

## 13. COSTS AND EXPENSES

13.1 The Company shall pay all filing fees payable in respect of this Debenture.

13.2 All the reasonable fees, costs and expenses incurred by the Creditor or any Receiver in connection with the enforcement of this Debenture and realization of the Charged Assets shall be paid by the Company to the Creditor or any Receiver, as applicable, upon first demand and shall form part of the Secured Liabilities.

## 14. ASSIGNMENT

14.1 This Debenture shall be binding upon and inure to the benefit of each party hereto and its permitted successors and assigns.

14.2 The Company may not assign or transfer all or any part of its rights and/or obligations under this Debenture.

14.3 The Creditor and all those claiming under it shall be entitled, at all times, to assign this Debenture together with the Loan Agreement to any Assignee (as defined in the Loan Agreement) provided, in each case, that Creditor provided Company of advance written notice regarding the identity and address and relevant bank details of such Assignee and that the Assignee undertook in writing to be bound by all of Creditor's undertakings and obligations herein.

**15. POWER OF ATTORNEY**

The Company by way of security hereby irrevocably appoints the Creditor and separately any receiver appointed under any Security Document severally to be, upon any action being properly taken under Section 8.2 (Creditor's powers), its attorney in its name and to act on its behalf and to execute and complete any deeds or documents which the Company may require for perfecting its title to or for vesting the Charged Assets both present and future in the Company or its respective nominees or in any purchaser and otherwise generally to sign, seal and deliver and otherwise perfect any such legal or other Security Interest and all such deeds and documents and to do all such acts and things as may be required for the full exercise of the powers conferred hereunder or under any Security Document including any sale, lease, disposition or realisation and this appointment shall operate as a general power of attorney made under applicable law. The Company hereby covenants with the Creditor and separately with any such receiver to ratify and confirm any deed, document, act and thing and all transactions which any such attorney may lawfully execute or do.

**16. MISCELLANEOUS**

**16.1 Communications**

All notices or other communications hereunder shall be in writing and shall be given in person, by registered mail (registered international air mail if mailed internationally), by an overnight courier service which obtains a receipt to evidence delivery, by email (provided that no notification of failure was received) or by facsimile transmission (provided that written confirmation of receipt is provided) with a copy, addressed as set forth below:

If to the Company:

Appdome Ltd.  
2 Kaplan St.  
Tel Aviv 6473403, Israel  
Fax: +972-3-624-4087  
Email: [dadi@appdome.com](mailto:dadi@appdome.com)  
Attn: Dadi Avner, CFO

With a copy to ( which shall not constitute a notice):

Herzog, Fox & Ne'eman Co., Law Offices ,  
Asia House, 4 Weizmann Street  
Tel Aviv, 6423904  
Israel  
Attn: Adina Shapiro, Adv.  
Email: [shapiroa@hfn.co.il](mailto:shapiroa@hfn.co.il)  
Fax: + 972-3-6966464

If to the Creditor:

Krcos Capital V (Expert Fund) L.P.  
47 Esplanade, St. Helier, Jersey  
Fax: +44 1534 889 884  
Attn: The Directors

With a copy to:

Kadouch & Co, Law Offices (which shall not constitute a notice):  
11 Hasadnaot Street  
P.O.B. 12695 Herzliya 46733, Israel



Fax: +972 9 952 5454

Email:emmanuel@kadouchlaw.com

Attn: Emmanuel Kadouch, Adv.

or such other address as any party may designate to the other in accordance with the aforesaid procedure. All communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by email shall be deemed given on the business day following transmission, those given by facsimile transmission shall be deemed given on the business day following transmission with confirmed answer back, and all notices and other communications sent by registered mail (or air mail if the posting is international) shall be deemed given ten (10) days after posting.

16.2 Delays or Omissions; Waiver

The rights of the Creditor may be waived only in writing and specifically; the conduct of the Creditor shall not be deemed a waiver of any of its rights pursuant to this Debenture and/or as a waiver or consent on its part as to any breach or failure to meet any of the terms of this Debenture or as an amendment hereto. A waiver by the Creditor in respect of a breach by the Company of its obligations shall not be construed as a justification or excuse for a further breach of its obligations.

No delay or omission to exercise any right, power, or remedy accruing to the Creditor upon any breach or default by the Company shall impair any such right or remedy nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein or in any similar breach or default thereafter occurring.

The rights of the Creditor hereunder may be exercised as often as necessary and are cumulative and not exclusive of its rights under the general law.

16.3 Amendments

Any term of this Debenture may be amended or modified only by a written document signed by the Company and the Creditor.

16.4 Entire Agreement

This Debenture together with the Debenture - Floating Charge, and the Loan Agreement, all as may be amended and/or supplemented from time to time, contain the entire understanding of the parties with respect to their subject matter and all prior negotiations, discussions, agreements, commitments and understandings between them with respect thereto not expressly contained herein shall be null and void in their entirety, effective immediately with no further action required.

16.5 Severability

If a provision of this Debenture is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

Where provisions of any applicable law resulting in such illegality, invalidity or unenforceability may be waived, they are hereby waived by each party to the full extent permitted so that this Debenture shall be deemed valid and binding agreements, in each case enforceable in accordance with its terms.

16.6 Counterparts, Facsimile Signatures

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Debenture. A signed Debenture received by a party hereto via facsimile (or scanned and sent by electronic means) will be deemed an original, and binding upon the party who signed it.

16.7 Governing Law and Venue

This Debenture shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to the principles thereof relating to conflict of laws. The competent courts of the city of Tel Aviv-Jaffa shall have exclusive jurisdiction to hear all disputes arising in connection with this Debenture and no other courts shall have any jurisdiction whatsoever in respect of such disputes.

16.8 Further Actions

Each of the parties hereto shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Debenture and the intentions of the parties as reflected thereby.

16.9 No Third-Party Beneficiaries

Nothing in this Debenture shall create or confer upon any person or entity, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities, except as expressly provided herein.

16.10 Value Added Tax ("VAT")


To the extent that any amount payable under this Debenture is subject to VAT by law, the party paying such amount shall pay the VAT against receipt of a duly issued VAT invoice.

*[rest of page intentionally left blank]*

*[Signature Page of Debenture– Fixed Charge]*

IN WITNESS WHEREOF this Debenture has been executed by the parties, on the day and year first above written.

**APPDOME LTD.**

By:   
Title: CEO

**KREOS CAPITAL V (EXPERT FUND) L.P.**

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

*[Signature Page of Debenture- Fixed Charge]*

IN WITNESS WHEREOF this Debenture has been executed by the parties, on the day and year first above written.

**APPDOME LTD.**

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

**KREOS CAPITAL V (EXPERT FUND) L.P.**

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

**SCHEDULE I**

**List of Equipment**

45793 - 2859578/1

**SCHEDULE 2**  
**Intellectual Property**

45793 - 28595781

**Schedule 3  
Form of Notice of Assignment**

To: **[Insurer]**

Date: [            ]

Dear Sirs,

We hereby give you notice (the "Notice") that we have assigned by way of security (the "Assignment") all of our right, title and interest in and to **[insurance policy no. \_\_\_\_\_ and the proceeds thereof]** (the "Relevant Documents") to Kreos Capital V (Expert Fund) L.P. (the "Creditor"), pursuant to a Debenture entered into by us in favour of the Creditor dated the date hereof, in relation to the Equipment as set out in the attached Appendix.

Notwithstanding the Assignment, we remain liable to perform all our obligations under the Relevant Documents, if any, and the Creditor will have no liability in respect of those obligations.

We hereby irrevocably instruct and authorise you to:

- (i) make all payments under or arising from the Relevant Documents to the following account with the Creditor (or such other account as the Creditor may notify you in writing):

Name:

Number:

Branch:

provided that the abovementioned shall not apply to any insurance proceeds paid to us solely for indemnifying third parties; and provided further that unless we have informed you of the occurrence of an Event of Default, the above-mentioned shall not apply to the first USD 100,000 of any insurance benefits, payable in respect of any one insured event under the policy.

- (ii) disclose to the Creditor without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to the Relevant Documents as the Creditor may at any time and from time to time request, to the extent we were entitled to request such information pursuant to the terms of the Relevant Documents;
- (iii) comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Assignment, the sums payable to us from time to time in respect of the Relevant Document or the debts represented thereby which you receive at any time from the Creditor in respect of the Relevant Document without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction, to the extent we were entitled to issue such instruction or notice pursuant to the terms of the Relevant Document; and
- (iv) send copies of all certificates, notices, documents and other information supplied to us in relation to the Relevant Document to the Creditor.

Please also note that these instructions are not to be revoked or amended without the prior written consent of the Creditor.

This letter shall be governed by and construed in accordance with Israeli law.

Yours faithfully,  
Appdome Ltd.

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**SCHEDULE 4**

**Acknowledgement of assignment of Insurances**

To: (1) Kreos Capital V (Expert Fund) L.P.

(2) Appdome Ltd.

[Date]

Dear Sirs,

We acknowledge receipt of the attached notice of assignment (the "**Notice**") and we irrevocably and unconditionally consent to the assignment set out in it and we undertake to be bound by its terms.

We confirm that we have not received notice of any other assignment of the Relevant Document. This Acknowledgement will be governed by and construed in accordance with Israeli law.

\_\_\_\_\_  
For and on behalf of

[\_\_\_\_\_]



Schedule 6

**Acknowledgement of assignment of Compensation Proceeds**

**Re: The equipment set out in the attached schedule (the "Equipment")**

To:

(1) Kreos Capital V (Expert Fund) L.P

(2) Appdome Ltd.

[Date]

Dear Sirs,

We acknowledge receipt of the attached notice of assignment (the "Notice") and we irrevocably and unconditionally consent to the assignment set out in it and we undertake to be bound by its terms.

We confirm that we have not received notice of any other assignment of the Compensation Proceeds.

This Acknowledgement will be governed by and construed in accordance with Israeli law.

\_\_\_\_\_  
For and on behalf of

[                    ]

**DEBENTURE – FLOATING CHARGE**

**UNLIMITED IN AMOUNT**

**BETWEEN**

**APPDOME LTD.  
as Company**

**AND**

**KREOS CAPITAL V (EXPERT FUND) L.P.  
as Creditor**

**DATED  
August 3, 2016**

**DEBENTURE – FLOATING CHARGE**

**THIS DEBENTURE – FLOATING CHARGE** is dated the 3 day of August, 2016 between:

1. **Appdome Ltd.**, a company organized under the laws of the State of Israel, company no. 514663723 whose registered office is at 2 Kaplan St., Tel Aviv 6473403, Israel (the "**Company**");

and

2. **Kreos Capital V (Expert Fund) L.P.**, a company incorporated in Jersey under registered number 108240 whose registered office is at 47 Esplanade, St Helier, Jersey (the "**Creditor**");

**WHEREAS:**

- (A) The Creditor has agreed to lend certain sums to the Company pursuant to an Agreement for the provision of a Loan Facility of up to a sum of US\$ 4,000,000 by and between the above stated parties dated June 7, 2016 (the "**Loan Agreement**"); and
- (B) In order to secure the full and punctual payment and performance when due of the Secured Liabilities (as defined below) the Company has agreed to (i) charge and pledge by way of first ranking (subject to the Permitted Security Interests) floating charge all of the Company's assets except for (a) any assets that are subject to the Debenture Fixed Charge (as defined below) and (b) the Permitted Security Interests (as defined below), in favour of the Creditor in accordance with the terms hereof; and (ii) charge and pledge by way of first ranking fixed charge various assets, in favour of the Creditor in accordance with the terms of the Debenture – Fixed Charge.

**NOW THEREFORE**, the parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this Debenture, the following terms shall have the following meanings:

<b>Charged Assets</b>	Those assets of the Company charged, pledged or assigned by way of charge to the Creditor pursuant to Section 3 (Security).
<b>Debenture</b>	This Debenture – First Ranking Floating Charge.
<b>Debenture - Fixed Charge</b>	Means the Debenture – First Ranking- Fixed Charge signed between the Company and the Creditor on August 3, 2016.
<b>Indemnified Persons</b>	As defined in Section 12.
<b>Insurances</b>	Means: <ol style="list-style-type: none"> <li>(a) all contracts and policies of insurance executed and/or issued from time to time in relation to the Charged Assets;</li> <li>(b) all payments to the Company in relation to (a) above, and</li> <li>(c) all claims, rights and remedies of the Company arising from (a) and (b) above.</li> </ol>
<b>Intellectual Property</b>	As defined in <b><u>Schedule 1</u></b> of this Debenture.
<b>Creditor's Fixed Charge</b>	Means the first ranking fixed charge created under the Debenture - Fixed

Charge.

**Loan Agreement**

As defined in the First Recital.

**Ordinary Course of Business**

To the extent it relates to Intellectual Property, includes any license agreement, any distribution agreement, any OEM or similar agreement, any manufacturing agreement, any services agreement, any joint development agreement, or any joint venture agreement in the context of any of the above, provided, however, that an agreement that constitutes an effective transfer, of all or a significant part of the Intellectual Property of the Company will not be regarded as in the Ordinary Course of Business. By way of example, an exclusive, perpetual, worldwide license for a significant part of the core technology of the Company or an OEM agreement according to which a company was given an exclusive right to use a core technology for all potential applications of that technology would not be regarded as in the Ordinary Course of Business. Any escrow agreement entered into as part of a transaction which is in the Ordinary Course of Business will be regarded as part of the Ordinary Course of Business; provided that, upon the release of the escrow, the beneficiary of the escrow is entitled to use the technology of the Company only as may be necessary to fulfil the Company's undertakings under the main transaction.

**Permitted Security Interest**

As defined in the Loan Agreement.

**Receiver**

A receiver, trustee, administrator, administrative receiver, custodian, conservator, special manager or other similar official appointed by or on application of the Creditor, pursuant to the terms of this Debenture.

**Secured Liabilities**

As defined in Section 2.12.1.

**Security Interest**

Any mortgage, pledge, lien, hypothecation, assignment by way of security, security interest or other charge or encumbrance over, of or in the relevant property.

- 1.2. Words and defined terms denoting the singular number include the plural and vice versa and the use of any gender shall be applicable to all genders.
- 1.3. The paragraph headings are for the sake of convenience only and shall not affect the interpretation of this Debenture.
- 1.4. The recitals, schedules, appendices, annexes and exhibits hereto form an integral part of this Debenture.
- 1.5. Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

**2. PURPOSE**

**2.1. Secured Liabilities**

The Security Interests created by this Debenture are created to secure the full and punctual payment and performance of all the Company's obligations pursuant to the Loan Agreement, or to any amendment thereof and any other future financing arrangement between the Company and the Creditor, together with all expenses and other amounts due or to become

due from the Company under the terms of this Debenture including, without limitation, reasonable legal fees, the reasonable fees and costs of any Receiver and any other reasonable costs incurred in realizing the Security Interests granted hereunder (all such amounts, the "**Secured Liabilities**").

## 2.2. Prepayment

Except as expressly set forth in the Loan Agreement: (i) the Company shall not be entitled to discharge any amount of the Secured Liabilities prior to the agreed date for payment thereof; and (ii) neither the Company nor any third party having a right liable to be affected by the charges hereby created or the realisation thereof shall have any right under Section 13(b) of the Pledges Law, 5727-1967 or any other statutory provisions in substitution therefor.

## 3. SECURITY

### 3.1. Creation of Floating Charge

As security for the full and punctual payment or performance when due (whether at stated maturity, acceleration or otherwise) of the Secured Liabilities by the Company, the Company hereby, absolutely and unconditionally charges and pledges in favour of the Creditor by way of first ranking (subject to the Permitted Security Interests) floating charge and pledge:

- (a) to the maximum extent possible, all of the Company's rights, title and interests in and to all of its present and future tangible and intangible assets, properties, rights and interests of any kind, whether contingent or absolute, including (for purposes of illustration), but in no way limited to, the assets described in **Schedule 1** but excluding any assets subject to the Creditor's Fixed Charge; and
- (b) to the extent not included in the foregoing, all present and future rights to compensation, indemnity, insurance proceeds (other than in relation to insurance proceeds paid to the company solely for indemnifying third parties), warranty or guaranty accruing to the Company by reason of the loss of, damage to or expropriation of, or any other event or circumstance with respect to, such Charged Assets and all proceeds, products and benefits deriving from such Charged Assets as listed above in Sections 3.1(a) (including, without limitation, those received upon any collection, exchange, sale or other disposition of such Charged Assets and any property into which such Charged Assets are converted, whether cash or non-cash) (the assets and other items set forth in Sections 3.1(a) and (b) collectively, the "**Charged Assets**")

In addition, to the extent required by applicable law to create and perfect a first ranking (subject to the Permitted Security Interests) floating charge over the Charged Assets specified in paragraph (b) above, the Company also assigns such Charged Assets to the Creditor by way of first ranking (subject to the Permitted Security Interests) floating charge and pledge.

In particular, the Company hereby assigns to and in favour of the Creditor by way of first ranking (subject to the Permitted Security Interests) floating charge and pledge (and each of the following shall be deemed to be expressly included in paragraph (b) above):

- (i) all present and future rights, claims and remedies of the Company under and in respect of the Insurances and any monies paid or payable pursuant thereto whether held in or for the benefit of any trust or other account relative thereto or otherwise (other than in relation to insurance proceeds paid to the company solely for indemnifying third parties);
- (ii) all present and future of the rights, claims and remedies of the Company under and deriving from the Property Tax and Compensation Fund Law, 5721-1961 as in force

from or at any relevant time, and under any other applicable law arising in connection with the Charged Assets;

- (iii) all present and future rights to compensation, indemnity, warranty or guaranty accruing to the Company by reason of the loss of, damage to or expropriation of, or any other event or circumstance with respect to, the Charged Assets.

Nothing in this Debenture in any way limits the Company from entering into any transactions with regard to its Intellectual Property in the Ordinary Course of Business and the charge and pledge hereunder will not apply to rights granted to third parties in such transactions.

### 3.2. First Ranking

The Company specifically acknowledges that all of the Security Interests created by the Company under Section 3 (Security) of this Debenture shall rank in priority to any other Security Interests created by the Company subject to the Creditor's Fixed Charge and other than the Permitted Security Interests.

## 4. PRESERVATION OF SECURITY

### 4.1. Continuing Security

The Company declares and agrees that:

- (a) the Security Interests created by this Debenture shall remain in force as continuing security for the payment and discharge of the Secured Liabilities and shall remain in force notwithstanding any settlement of account or any other act, event or matter whatsoever, and, subject to Section 4.4, shall be fully released and discharged upon the full and final payment of the Secured Liabilities.
- (b) the Security Interests created and the powers conferred by this Debenture are in addition to, and are not in any way prejudiced or affected by, any other agreement between the Company and the Creditor; and
- (c) the Creditor will not be bound to enforce any other Security Interests before enforcing the Security Interests created by this Debenture.

### 4.2. Nature of Security Interests

All Security Interests that have been or may be created in favour of the Creditor for payment and performance of the Secured Liabilities shall be independent of one another.

For the avoidance of doubt, it is hereby clarified that this Debenture is in addition to the Debenture - Fixed Charge (and in no manner in lieu thereof or replacement thereto), and each of this Debenture and the Debenture - Fixed Charge shall independently serve as aforesaid to secure the Secured Liabilities in their entirety, but in no event shall the Company be liable for payment of any amounts in excess of the Secured Liabilities. Without derogating from the generality of the foregoing or from any other right of the Creditor, the Creditor shall have the right to act on this Debenture, on the Debenture - Fixed Charge or on both, in each case in connection with the Security Interest created by each (including, without limitation, with respect to any and all assets, properties and rights subject to both this Debenture and the Debenture - Fixed Charge); and no action or omission relating to any such Security Interest shall prevent or estop the Creditor from invoking such other Security Interest, at the same time or subsequently.

### 4.3. Liability of the Company; Security Interest Absolute



- (a) The Company is a principal debtor for its Secured Liabilities and the Charged Assets are a principal security for the Secured Liabilities and, without prejudice to the foregoing, none of the rights of the Creditor, the Security Interests created hereunder or the liabilities or obligations of the Company or any third party, shall be impaired or discharged by (without limitation):
- (i) the Creditor releasing any of the Charged Assets or granting any time or any indulgence whatsoever to or making any settlement, composition or arrangement with any third party;
  - (ii) the Creditor asserting or pursuing, failing or neglecting to assert or pursue, or delaying in asserting or pursuing, or waiving, any of its rights or remedies against the Company or any third party arising under or by virtue of this Debenture or otherwise;
  - (iii) the Creditor making any variation, amendment or supplement to this Debenture (which shall be subject to the Company's advance written consent), any agreement between the Creditor and the Company or any third party or any other document or instrument from time to time entered into between the Company or any third party and the Creditor;
  - (iv) any change in the time, manner, place of payment or any other term or condition of the Secured Liabilities, or any other amendment or waiver of or under any agreement between the Creditor and the Company, the Charged Assets or any document related thereto;
  - (v) the non-perfection of any Security Interest or any release, waiver or amendment from any guaranty for all or part of the Secured Liabilities;
  - (vi) the Creditor taking, accepting, varying, dealing with, enforcing, abstaining from enforcing, surrendering, exchanging or releasing any Security Interest in relation to the Company or any third party in such manner as any of them thinks fit, or claiming, proving for, accepting or transferring any payment in respect of the Secured Liabilities or the liabilities of any other third party in any composition by, or winding up of, any such party and/or any third party, or abstaining from so claiming, proving, accepting or transferring; or
  - (vii) to the fullest extent permitted by applicable law, any other circumstance that could otherwise constitute a defence to or discharge of the Company or any third party, other than the payment and performance in full of the Secured Liabilities.
- (b) Notwithstanding anything to the contrary contained in this Debenture, the Company will remain liable to observe and perform all of the conditions and obligations relating to or constituting the Secured Liabilities or the Charged Assets and neither the Creditor nor any Receiver will be under any obligation or liability with respect to the Secured Liabilities or the Charged Assets by reason of or arising out of this Debenture (other than by reason of fraud, wilful misconduct or gross negligence). Neither the Creditor nor any Receiver will be required in any manner to perform or fulfil any of the obligations of the Company in respect of the Secured Liabilities or the Charged Assets, or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any action or to collect any amount or enforce any right or remedy hereunder.
- (c) The exercise by the Creditor of any of the rights or remedies hereunder shall not release the Company from any of its liabilities or obligations under any agreement

between the Creditor and the Company; for the avoidance of doubt, the application of the Charged Assets to satisfy part of the Secured Liabilities shall not release the Company from its obligation to pay and perform the Secured Liabilities in full.

#### 4.4. Avoidance of Payments

To the extent that the Company or any third party on behalf of the Company makes a payment or payments to the Creditor, or the Creditor enforces any Security Interest or exercises any right of set-off and such payment or payments or the proceeds of such enforcement or set-off or any part thereof are subsequently avoided or set aside, declared by a competent court to be fraudulent or preferential or required to be repaid or refunded or reduced by virtue of any applicable law relating to bankruptcy, insolvency, administration, receivership, liquidation or similar proceedings, the Secured Liabilities or any part thereof originally intended to be satisfied, and this Debenture and all Security Interests, rights and remedies therefor shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or set-off had not occurred.

### 5. REPRESENTATIONS AND WARRANTIES

The Company hereby represents and warrants as follows, as of the date hereof:

- 5.1. It is duly incorporated and validly existing under the laws of the State of Israel, with power and authority to own assets and to carry on its business as now being conducted.
- 5.2. It is duly and validly registered with the Israeli Registrar of Companies, with company number 51-4663972-3.
- 5.3. It has the power to enter into and perform, and has taken all necessary action to authorise the entry into, performance and delivery of, this Debenture and the transactions contemplated hereby.
- 5.4. It is clarified that: (i) the Security Interests created by the Company under this Debenture over any of the Company's Intellectual Property that was created with the aid of the Chief Scientist of the Ministry of Economics (the "OCS IP", "OCS", respectively) is subject to the approval of the OCS, dated [•], attached hereto as Annex 5.4 (the "OCS Pledge Creation Approval"); and (ii) any realization of Security Interests created by the Company under this Debenture over OCS IP, shall be made: (a) only following the obtaining of the approval of the OCS for such realization and in accordance with its terms; and (b) in accordance with the terms of the Law for the Encouragement of Research and Development in the Industry – 1984, as may be amended from time to time. (the "**Exercise Regulation Requirements**").
- 5.5. All corporate actions on the part of the Company, its directors, and its shareholders necessary for the authorisation, execution and delivery of the Debenture and the performance of all of its obligations hereunder have been taken.
- 5.6. It owns all outstanding share capital of Appdome, Inc.
- 5.7. This Debenture constitutes its legal, valid and binding obligation enforceable in accordance with its terms, subject to mandatory bankruptcy, insolvency, fraudulent conveyance, reorganisation, moratorium and other laws relating to creditors rights generally and general principals of equity as well as to the OCS Pledge Creation Approval and the Exercise Regulation Requirements, as set out in Section 5.4 above.
- 5.8. All authorisations required in connection with the entry into, performance, validity and, subject to the registration of this Debenture and the Security Interests with the Israeli Registrar of Companies to be made as soon as practicable following the date hereof, enforceability of this Debenture and the transactions contemplated hereby (other than authorisations required as

part of the Exercise Regulation Requirements for the enforcement of the Debenture) have been obtained or effected and are (and with respect to registration, shall be) in full force and effect and no steps have been taken to revoke or cancel any authorisation obtained or effected. The Company undertakes to file the Security Interests created hereby with the Israeli Companies Registrar within twenty one (21) days as provided under Israeli law.

- 5.9. Subject to the OCS Pledge Creation Approval and the Exercise Regulation Requirements, as set out in Section 5.4 above, the Security Interests created hereby constitute a legal, valid and binding, first ranking fixed charge over the Charged Assets (subject to the Permitted Security Interest), enforceable in accordance with the terms hereof. This Debenture confers the Security Interests it purports to confer over all of the Charged Assets and those Security Interests:
- (a) are not subject to any senior, *pari passu*, junior or subordinated Security Interests (other than (i) the Permitted Security Interests; (ii) any lien arising by operation of law in the ordinary course of business; and (iii) with regard to the Company's Intellectual Property, any interests and rights created in the Ordinary Course of Business; and (iii) the Creditor Fixed Charge); and
  - (b) are not liable to avoidance, due to (i) bankruptcy, winding-up, creditor's arrangement or any other similar insolvency proceedings for the reorganisation of the affairs of the Company or (ii) any other similar act or circumstance of the Company on the date of execution of this Debenture.
- 5.10. Subject to the OCS Pledge Creation Approval and the Exercise Regulation Requirements, as set out in Section 5.4 above, it has good and marketable title to the Charged Assets, free and clear of any Security Interests, except for the Creditor Fixed Charge and the Permitted Security Interests. With the exception of the above, the Charged Assets are not affected by any restriction or condition relating to the transfer of ownership therein or to the mortgage, pledge or charge thereof, either at law or under any agreement whatsoever.
- 5.11. The Charged Assets that are tangible assets are in all material respects in good and substantial repair.

## 6. UNDERTAKINGS

The Company hereby undertakes, for as long as the Security Interests created by this Debenture are in force and except as the Creditor may otherwise permit, as follows:

- 6.1. It shall not sell, convey, transfer, grant or lease or otherwise dispose of (or agree to do any of the foregoing at any future time) ("**Dispose**") any Charged Asset, other than in the Ordinary Course of Business, without the Creditor's prior written consent or as otherwise permitted by this Debenture and/or the Loan Agreement.
- 6.2. It shall not create or permit to subsist any Security Interest on (or agree to do any of the foregoing at any future time) any of the Charged Assets (whether ranking in priority or parity to the Security Interests created hereby), except for the Creditor's Fixed Charge and the Permitted Security Interests, with regard to the Company's Intellectual Property, any interests and rights created in the Ordinary Course of Business.
- 6.3. It shall defend the Charged Assets or cause the Charged Assets to be defended against, and shall take, at its expense, any action necessary to remove any Security Interest over the Charged Assets (other than the Creditor's Fixed Charge and the Permitted Security Interests and with regard to the Company's Intellectual Property, any interests and rights created in the Ordinary Course of Business), and shall defend the right, title and interest of the Creditor in and to any Charged Asset against the claims and demands of all other persons.

- 6.4. It shall keep the Charged Assets in good working order and condition (normal wear and tear excepted). The Company shall take commercially reasonable action to repair any damage or defect which may occur to the Charged Assets, in whole or in part, as the result of use or for any other reason whatsoever (normal wear and tear excepted). Without derogating from its obligations hereunder, the Company shall notify the Creditor immediately of any material damage or defect to the Charged Assets or any part thereof.
- 6.5. It will not take any action which is likely to prejudice or damage the Charged Assets or the enforceability of the Security Interests created hereunder. Nothing herein shall limit the Company from entering into any non-perpetual license transactions with regard to its Intellectual Property in the Ordinary Course of Business or any usage by the Company of its assets listed in **Schedule 1** hereto, in the ordinary course of business.
- 6.6. It shall deposit with the Creditor, at its written request, all certificates and other documents of title or evidence of ownership in the Charged Assets and all ancillary documents relating to or affecting directly the Charged Assets as the Creditor may from time to time specify (acting reasonably).
- 6.7. It will allow the Creditor or the Creditor's representatives at all reasonable times, upon the provision of reasonable advance notice and at a mutually agreed time, to inspect the condition of the Charged Assets wherever the same may be, provided that Creditor will take all reasonable steps necessary to ensure that such inspection shall not interfere with the Company's ordinary course of business; and provided further than with respect to Charged Assets that comprise the Company's Intellectual Property, the Creditor or the Creditor's representatives, as applicable, execute and deliver with the Company confidentiality and non-disclosure agreement, in customary form.
- 6.8. The Company shall keep the Charged Assets insured at all times in accordance with its obligation under the Loan Agreement (and in any event for full value) and shall comply with the terms of such insurance policies.
- 6.9. The Company shall, forthwith upon the Creditor's first written demand, furnish the Creditor with any license, confirmation, certificate, receipt or other document which, is reasonably required or necessary for purpose of proof of compliance by the Company with its obligations under this Section 6.
- 6.10. Without derogating from the rights of the Creditor, the Company shall notify the Creditor of any default under this Debenture (and the steps, if any, being taken to remedy it) promptly upon it becoming aware of the occurrence thereof. In particular, the Company shall:
- (a) notify the Creditor immediately of the occurrence of any seizure, requisition, expropriation or forfeiture of the Charged Assets or any part thereof;
  - (b) notify the Creditor immediately of the imposition of any attachment or the issue of any execution proceedings or of any application for the appointment of a receiver, trustee, administrator, administrative receiver, custodian, conservator, special manager or other similar official (whether interim or permanent) over or with respect to the Charged Assets or any part thereof and shall immediately notify the authorities which levied such attachment or issued such execution proceedings or received the application for the appointment of such receiver, trustee, administrator, administrative receiver, custodian, conservator, special manager or other similar official and any third party who initiated or applied for such action, of this Debenture in favour of the Creditor, and forthwith to take, at the expense of the Company, all steps necessary for the discharge of such attachment, execution proceedings or appointment, as the case may be.

- 6.11. The Company shall, forthwith following the execution of this Debenture, register the Security Interests created by this Debenture with the Israeli Registrar of Companies, and take any other necessary registry and file such registration within twenty one (21) days from the date hereof and shall deliver to the Creditor original certificates of registration of such Security Interests upon receipt of such from the relevant governmental agency.
- 6.12. The Company shall, forthwith following the execution of this Debenture, deliver to the Creditor, Notices of Assignment in the form of **Schedule 2** and **Schedule 4**, duly executed by the Company or on its behalf and addressed, in the case of notices in the form of **Schedule 2**, to each of the insurers liable on the Insurances and, in the case of the notice in the form of **Schedule 4**, to the relevant governmental agency, and shall use all reasonable endeavours to ensure that upon written request of the Creditor the said insurers and with respect to Schedule 4, insofar as applicable, governmental agency execute an acknowledgement of receipt of every such Notice of Assignment in the form of **Schedule 3** and **Schedule 5** respectively.
- 6.13. For the avoidance of doubt, and notwithstanding anything to the contrary herein, it is hereby clarified that with respect to any and all of the assets, properties and rights of the Company which are, or which may in the future be, subject to the charge and pledge under the Debenture – Fixed Charge, the Company is and shall be subject to the terms, conditions, limitations and restrictions contained in the Debenture – Fixed Charge in addition to those contained herein.

## 7. **RIGHTS OF THE CREDITOR**

### 7.1. **Creditor's Right to Perform**

Without derogating from the rights of the Creditor to realize the Security Interests granted hereunder, if the Company for any reason whatsoever fails to duly and punctually observe or perform or comply with any of its obligations under this Debenture, including under Section 6, the Creditor shall, after giving five (5) business days written notice to the Company and provided that the Company has failed to remedy such default within such five (5) business days, have the power, on behalf of or in the name of the Company or otherwise, to perform the obligations and to take any steps which the Creditor may, in its absolute discretion, consider appropriate with a view to remedying, or mitigating the consequences of the failure, but without in any way becoming liable therefor and provided that the exercise of this power, or the failure to exercise it, shall in no circumstances prejudice the Creditor's rights hereunder.

### 7.2. **Set-Off**

Following the occurrence of an Event of Default, the Creditor may, at any time, set off any sum, whether in Israeli currency or in foreign currency, as the case may be, due or owing to the Company from the Creditor in any account, manner or circumstance whatsoever, against the Secured Liabilities, in whole or in part. In no event and under no circumstances may the Company set off any sum that may be due or owing to the Company from the Creditor in any account, manner or circumstance whatsoever, against the Secured Liabilities, in whole or in part.

## 8. **DEFAULT AND ENFORCEMENT**

### 8.1. **Events of Default**

The occurrence of any of the following events shall constitute an Event of Default:

- (a) any event of default which constitutes an Event of Default as defined in the Loan Agreement, all subject to any cure periods, notice requirements or other limitation specified therein.

- (b) the Company materially breaches or materially fails to comply with the provisions of Section 6 of this Debenture;
- (c) the Company materially breaches or materially fails to comply with any other provision of this Debenture or any other agreement between the Creditor and the Company, and, if such breach is capable of being remedied, in the reasonable opinion of the Creditor, such breach is not remedied within 30 days of receipt of Creditor's notice whereof by the Company.
- (d) Any Event of Default under the Debenture - Fixed Charge.

## 8.2. Creditor's Powers

- (a) On the occurrence of an Event of Default, the Creditor shall be entitled to declare any or all of the Secured Liabilities immediately due and payable.
- (b) On and at any time after the occurrence of an Event of Default the Creditor shall also be entitled to take all such steps as it sees fit to collect the Secured Liabilities from the Company and, in addition thereto, without prejudice to any and all of its other rights, to realise the Charged Assets, whether by the application for the appointment of a Receiver or whether by any other method the Creditor shall see fit, all subject to applicable law.
- (c) Subject to applicable law and after the occurrence of an Event of Default, the Creditor shall be entitled, in any proceedings concerning the bankruptcy, liquidation, winding up or receivership (or similar proceedings) of the Company, to:
  - (i) demand, claim, collect and enforce and prove the Secured Liabilities and give acquittance thereunder;
  - (ii) file any claims and proofs, give receipts and take all such proceedings and do all such things as the Creditor sees fit to recover the Secured Liabilities; and
  - (iii) receive all distributions on and payments with respect to the Secured Liabilities.
- (d) On and at any time after the occurrence of an Event of Default, as long as such Event of Default continues, the Creditor shall have all powers that it may, in its full discretion, determine to be desirable or necessary to preserve the Charged Assets and the Security Interests created hereby and to take all such reasonable steps for such purpose at the Company's expense, subject to applicable law.

## 8.3. Receiver

- (a) The Receiver shall have all powers conferred by applicable law, including, without limitation, the power:
  - (i) to receive into his hands the Charged Assets and to take possession thereof;
  - (ii) to require the Company to deliver or otherwise make available such of the Charged Assets as the Receiver may demand, and without the consent of the Company, enter into any premises of the Company or any place where the Charged Assets are located and take possession of any of the Charged Assets;

- (iii) to manage the Company's business or participate in the management thereof as he may see fit;
- (iv) to sell or agree to the sale of the Charged Assets, in whole or in part, or to transfer the same in any other manner upon such conditions as he may see fit and to Dispose any of the Charged Assets (and such power shall include (to the extent necessary) a non-exclusive license of the Company to use any Intellectual Property required in order to use and operate any of the Charged Assets and in particular the Company's inventory);
- (v) to exercise any right charged or pledged hereunder in the same manner in which the Company was entitled to exercise such right in accordance with the terms of Section 20 of the Pledges Law, 5727-1967;
- (vi) to employ accountants, lawyers, architects, surveyors, engineers, quantity surveyors, contractors, builders, workmen and others and to purchase or hire materials, tools, equipment or supplies;
- (vii) to call up any of the Company's uncalled share capital;
- (viii) to do any other reasonable act or thing which the Receiver considers to be incidental or conducive to the exercise of any other right exercisable by him; and
- (ix) to make any other arrangement with respect to the Charged Assets or any part thereof as he may reasonably see fit;

all subject to applicable law.

- (b) Should the payment date of the Secured Liabilities or any part thereof not yet have fallen due at the time of the sale of the Charged Assets, or the Secured Liabilities be due to the Creditor or Receiver on a contingent basis only, then the Creditor or Receiver shall be entitled to recover out of the proceeds of the sale an amount sufficient to cover the Secured Liabilities (or such part thereof) and the amount so recovered and yet to be appropriated to the discharge of the amounts due shall be charged to the Creditor or Receiver as security for, and be held by the Creditor or Receiver until the discharge in full of, the Secured Liabilities.
- (c) The Receiver will be the agent of the Company and the Company alone shall be responsible for the acts and omissions of the Receiver and for the Receiver's remuneration. In no event shall the Creditor be responsible for the acts and omissions of the Receiver or for the Receiver's remuneration.

## **9. DISTRIBUTION OF PROCEEDS**

All moneys and other assets arising from the exercise of the powers of the Receiver or the Creditor or otherwise received by the Creditor or the Receiver from the realisation of any Charged Asset shall be applied as follows:

- 9.1. in payment of the expenses incurred as a result of such realisation (including the appointment and remuneration of the Receiver); then
- 9.2. in payment of all other expenses, interest and default interest (if any), linkage differentials and any other amounts due and payable by the Company to the Creditor and which have not been paid; then

- 9.3. in payment of all principal sums due and payable by the Company to the Creditor and which have not been paid; and then
- 9.4. any income and proceeds remaining following such allocation, shall be delivered to the Company.

#### 10. FURTHER ACTION

The Company further covenants with the Creditor from time to time upon demand to execute, at the Company's own cost, any document or do any act or thing which:

- 10.1. in the reasonable determination of the Creditor is necessary to create, perfect, register or give effect to any pledge, charge, assignment or Security Interest created or intended to be created by this Debenture;
- 10.2. in the reasonable determination of the Creditor is necessary to preserve or protect any of the rights of the Creditor; or
- 10.3. the Creditor or the Receiver may reasonably specify with a view to facilitating the exercise, or the proposed exercise, of any of their powers or the protection, management or realisation of the Charged Assets upon the occurrence and during the continuance of an Event of Default.

failing which, the Creditor may, and the Company hereby appoints the Creditor as its attorney-in-fact to, execute, at the Company's expense, any such document or do any such act or thing, in the name and on behalf of the Company.

#### 11. PROTECTION OF CREDITOR AND RECEIVER

- 11.1. Other than with respect to fraud, wilful misconduct and gross negligence, or any action in breach of this Debenture, neither the Creditor nor the Receiver, nor any of their respective agents, managers, officers, directors, employees, delegates, and advisers shall be liable for any claim, demand, liability, loss, damage, cost or expense which arises out of the exercise or the attempted or purported exercise or the failure to exercise any of their respective rights, powers and discretions under this Debenture.
- 11.2. Neither the Creditor nor any Receiver, nor any of their respective agents, managers, officers, directors, employees, delegates, and advisers shall be under any duty to exercise any of their respective rights, powers and discretions under this Debenture.
- 11.3. To the extent permitted by applicable law, the Company hereby waives any requirements, except as otherwise required by this Debenture, with respect to the form or the terms of the exercise by the Creditor, the Receiver, or any of their respective agents, managers, officers, directors, employees, delegates, and advisers of their respective rights, powers and discretions under this Debenture.

#### 12. INDEMNITY

- 12.1. The Company shall forthwith on demand indemnify the Creditor and the Receiver (as well as any subsidiaries or affiliates of the Creditor or the Receiver) and their respective officers, directors, agents, managers, advisors, consultants, service providers and employees (the "Indemnified Persons") against any direct loss, expense or liability incurred as a consequence of:



- (a) anything done or purported to be done by or on behalf of the Creditor or the Receiver under this Debenture or any other document as a result of any failure by the Company to comply with its obligations hereunder;
- (b) any payment in respect of the Secured Liabilities (whether made by the Company or a third person) being impaired or declared void for any reason whatsoever;
- (c) the exercise, or attempted or purported exercise, or the consideration of the exercise, by or on behalf of the Creditor or the Receiver of any of the rights or powers of the Creditor or of the Receiver or any other action taken by or on behalf of the Creditor or the Receiver with a view to or in connection with the recovery by the Creditor or Receiver of the Secured Liabilities from the Company or any other person; or
- (d) the carrying out of any other lawful act or matter which the Creditor or the Receiver or any other person on behalf of either of them may reasonably consider to be necessary for the preservation of the Charged Assets,

provided that in all such events the Company shall not be obliged to indemnify an Indemnified Person for any loss, expense or liability incurred solely as a consequence of the fraud, wilful misconduct and gross negligence of such Indemnified Person.

- 12.2. Any amount payable under Section 12.1 shall bear interest at the annual rate of 13% for the period commencing from the date on which the Company should have paid such amount until the date of actual payment of the same; such interest shall form part of the Secured Liabilities.

### **13. COSTS AND EXPENSES**

- 13.1. The Company shall pay all filing fees payable in respect of this Debenture.
- 13.2. All the reasonable fees, costs and expenses incurred by the Creditor or any Receiver in connection with the enforcement of this Debenture and realization of the Charged Assets shall be paid by the Company to the Creditor or any Receiver, as applicable, upon first demand and shall form part of the Secured Liabilities.

### **14. ASSIGNMENT**

- 14.1. This Debenture shall be binding upon and inure to the benefit of each party hereto and its permitted successors and assigns.
- 14.2. The Company may not assign or transfer all or any part of its rights and/or obligations under this Debenture.
- 1.1 The Creditor and all those claiming under it shall be entitled, at all times, to assign this Debenture together with the Loan Agreement to any Assignee (as defined in the Loan Agreement) provided in each case that Creditor provided Company of advance written notice regarding the identity and address and relevant bank details of such Assignee and that the Assignee undertook in writing to be bound by all of Creditor's undertakings and obligations herein.

### **15. POWER OF ATTORNEY**

The Company by way of security hereby irrevocably appoints the Creditor and separately any receiver appointed under any Security Document severally to be, upon any action being properly taken under Section 8.2 (Creditor's powers), its attorney in its name and to act on its behalf and to execute and complete any deeds or documents which the Company may require for perfecting its title to or for vesting the Charged Assets both present and future in the Company or its respective nominees or in

any purchaser and otherwise generally to sign, seal and deliver and otherwise perfect any such legal or other Security Interest and all such deeds and documents and to do all such acts and things as may be required for the full exercise of the powers conferred hereunder or under any Security Document including any sale, lease, disposition or realisation and this appointment shall operate as a general power of attorney made under applicable law. The Company hereby covenants with the Creditor and separately with any such receiver to ratify and confirm any deed, document, act and thing and all transactions which any such attorney may lawfully execute or do.

## 16. MISCELLANEOUS

### 16.1. Communications

All notices or other communications hereunder shall be in writing and shall be given in person, by registered mail (registered international air mail if mailed internationally), by an overnight courier service which obtains a receipt to evidence delivery, by email (provided that no notification of failure was received) or by facsimile transmission (provided that written confirmation of receipt is provided) with a copy, addressed as set forth below:

If to the Company:

Appdome Ltd.  
2 Kaplan St.  
Tel Aviv 6473403, Israel  
Fax: +972-3-624-4087  
Email: [dadi@appdome.com](mailto:dadi@appdome.com)  
Attn: Dadi Avner, CFO

With a copy to (which shall not constitute a notice):

Herzog, Fox & Ne'eman Co., Law Offices ,  
Asia House, 4 Weizmann Street  
Tel Aviv, 6423904  
Israel  
Attn: Adina Shapiro, Adv.  
Email: [shapiroa@hfn.co.il](mailto:shapiroa@hfn.co.il)  
Fax: + 972-3-6966464

If to the Creditor:

Kreos Capital V (Expert Fund) L.P.  
47 Esplanade, St. Helier, Jersey  
Fax: +44 1534 889 884  
Attn: The Directors

With a copy to:

Kadouch & Co, Law Offices (which shall not constitute a notice):  
8b Abba Eban Blvd  
P.O.B. 12695 Herzliya 46733, Israel  
Fax: +972 9 952 5454  
Email: [emmanuel@kadouchlaw.com](mailto:emmanuel@kadouchlaw.com)  
Attn: Emmanuel Kadouch, Adv.

or such other address as any party may designate to the other in accordance with the aforesaid procedure. All communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by email shall be deemed given on the business day following transmission, those given by facsimile transmission shall be deemed given on the business day following transmission with confirmed answer back, and all notices and other

communications sent by registered mail (or air mail if the posting is international) shall be deemed given ten (10) days after posting.

16.2. Delays or Omissions; Waiver

The rights of the Creditor may be waived only in writing and specifically; the conduct of the Creditor shall not be deemed a waiver of any of its rights pursuant to this Debenture and/or as a waiver or consent on its part as to any breach or failure to meet any of the terms of this Debenture or as an amendment hereto. A waiver by the Creditor in respect of a breach by the Company of its obligations shall not be construed as a justification or excuse for a further breach of its obligations.

No delay or omission to exercise any right, power, or remedy accruing to the Creditor upon any breach or default by the Company shall impair any such right or remedy nor shall it be construed to be a waiver of any such breach or default, or any acquiescence therein or in any similar breach or default thereafter occurring.

The rights of the Creditor hereunder may be exercised as often as necessary and are cumulative and not exclusive of its rights under the general law.

16.3. Amendments

Any term of this Debenture may be amended or modified only by a written document signed by the Company and the Creditor.

16.4. Entire Agreement

This Debenture together with the Debenture - Fixed Charge, and the Loan Agreement, all as may be amended and/or supplemented from time to time, contain the entire understanding of the parties with respect to their subject matter and all prior negotiations, discussions, agreements, commitments and understandings between them with respect thereto not expressly contained herein shall be null and void in their entirety, effective immediately with no further action required.

16.5. Severability

If a provision of this Debenture is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

Where provisions of any applicable law resulting in such illegality, invalidity or unenforceability may be waived, they are hereby waived by each party to the full extent permitted so that this Debenture shall be deemed valid and binding agreements, in each case enforceable in accordance with its terms.

16.6. Counterparts, Facsimile Signatures

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Debenture. A signed Debenture received by a party hereto via facsimile (or scanned and sent by electronic means) will be deemed an original, and binding upon the party who signed it.

16.7. Governing Law and Venue

This Debenture shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to the principles thereof relating to conflict of laws. The

competent courts of the city of Tel Aviv-Jaffa shall have exclusive jurisdiction to hear all disputes arising in connection with this Debenture and no other courts shall have any jurisdiction whatsoever in respect of such disputes.

16.8. Further Actions

Each of the parties hereto shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Debenture and the intentions of the parties as reflected thereby.

16.9. No Third-Party Beneficiaries

Nothing in this Debenture shall create or confer upon any person or entity, other than the parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities, except as expressly provided herein.

16.10. Value Added Tax ("VAT")

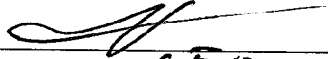
To the extent that any amount payable under this Debenture is subject to VAT by law, the party paying such amount shall pay the VAT against receipt of a duly issued VAT invoice.

*[rest of page intentionally left blank]*

*[Signature Page of Debenture– Floating Charge]*

IN WITNESS WHEREOF this Debenture has been executed by the parties, on the day and year first above written.

**APPDOME LTD.**

By:   
Title: CEO

**KREOS CAPITAL V (EXPERT FUND) L.P.**

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

**[Signature Page of Debenture- Floating Charge]**

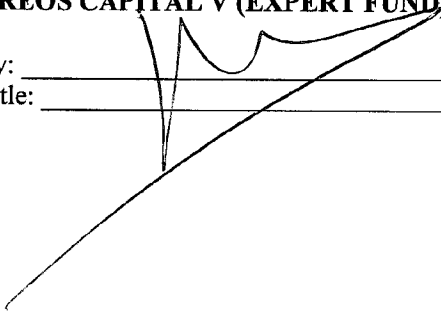
IN WITNESS WHEREOF this Debenture has been executed by the parties, on the day and year first above written.

**APPDOME LTD.**

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

**KREOS CAPITAL V (EXPERT FUND) L.P.**

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



**SCHEDULE 1**  
**List of Assets**

1. All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located, and any documents of title representing any of the above and any uncalled share capital;
2. All intellectual property rights of the Company now owned or hereafter acquired ("**Intellectual Property**"), but including, without limitation, intangible legal rights, title and interest related to (i) copyrights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; (ii) patents and all applications, registrations, and renewals in connection therewith; (iii) trademarks, service marks, trade names, trade styles, goodwill, mask works, Internet domain names and all applications, registrations, and renewals in connection therewith; (iv) all trade secrets, rights to unpatented inventions, know-how and confidential information; (v) all computer software programs (including data, computer discs, computer tapes and related documentation); (vi) all intellectual property embodied in or pursuant to contract rights and general intangibles now owned or hereafter acquired, including such intellectual property rights as may be embodied in or pursuant to research agreements, consulting agreements, license agreements and license rights, franchise agreements, blueprints, drawings, reports, catalogues, operating manuals and design rights, and; (vii) all claims for damages by way of any past, present and future infringement of any of the foregoing and rights to payment thereof of any kind.
3. All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packaging and shipping materials, work in process and finished products including such inventory as is temporarily out of the Company's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;
4. All contract rights and general intangibles of the Company now owned or hereafter acquired, including, without limitation, leases, license agreements, distribution agreements, supply agreements, franchise agreements, purchase orders, customer lists, route lists, computer discs, computer tapes, income tax refunds, payments of insurance; all existing and future claims, rights, causes of actions, judgments, remedies and security interests, whether voluntary, involuntary, absolute, contingent or by operation of law;
5. All now existing and hereafter arising accounts, royalties and all other forms of obligations owing to the Company arising out of the sale or lease of goods, the licensing of technology or the rendering of services by the Company, whether or not earned by performance, and any and all credit insurance, guaranties, and other security of the Company, as well as all merchandise returned to or reclaimed by the Company;
6. All documents, cash, deposit, savings or other accounts, securities, securities entitlements, securities accounts, investment property, financial assets, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and the Company's books relating to the foregoing;
7. All the Company's books and records, including records relating to the Company's assets or liabilities, the Charged Assets, business operations or financial condition and all computer programs or discs or any equipment containing such information; and
8. All claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.
9. All insurance policies or the proceeds thereof in respect of the above described assets.
10. All accounts receivables.

**SCHEDULE 2**  
**Form of Notice of Assignment**

To: **[Insurer]**

Date: [            ]

Dear Sirs,

We hereby give you notice (the “**Notice**”) that we have assigned by way of security (the “**Assignment**”) all of our right, title and interest in and to **[insurance policy no. \_\_\_\_\_ and the proceeds thereof]** (the “**Relevant Documents**”) to Kreos Capital V (Expert Fund) L.P. (the “**Creditor**”), pursuant to a Debenture entered into by us in favour of the Creditor dated the date hereof, in relation to the Assets as set out in the attached Appendix.

Notwithstanding the Assignment, we remain liable to perform all our obligations under the Relevant Documents, if any, and the Creditor will have no liability in respect of those obligations.

We hereby irrevocably instruct and authorise you to:

- (i) make all payments under or arising from the Relevant Documents to the following account with the Creditor (or such other account as the Creditor may notify you in writing):

Name:

Number:

Branch:

provided that (a) the abovementioned shall not apply to any insurance proceeds paid to us solely for indemnifying third parties; and (b) unless we have informed you of the occurrence of an Event of Default, the above-mentioned shall not apply to the first USD 100,000 of any insurance benefits, payable in respect to any one insured event under the policy in addition to any proceeds excluded under sub-section (a) above.

- (ii) disclose to the Creditor without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to the Relevant Documents as the Creditor may at any time and from time to time request, to the extent we were entitled to request such information pursuant to the terms of the Relevant Documents;
- (iii) comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Assignment, the sums payable to us from time to time in respect of the Relevant Document or the debts represented thereby which you receive at any time from the Creditor in respect of the Relevant Document without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction, to the extent we were entitled to issue such instruction or notice pursuant to the terms of the Relevant Document; and
- (iv) send copies of all certificates, notices, documents and other information supplied to us in relation to the Relevant Document to the Creditor.



Please also note that these instructions are not to be revoked or amended without the prior written consent of the Creditor.

This letter shall be governed by and construed in accordance with Israeli law.

Yours faithfully,  
Appdome Ltd.

**APPENDIX**

Assets

**SCHEDULE 3**

**Acknowledgement of assignment of Insurances**

To: (1) Krcos Capital V (Expert Fund) L.P.  
(2) Appdome Ltd.

[Date]

Dear Sirs,

We acknowledge receipt of the attached notice of assignment (the “**Notice**”) and we irrevocably and unconditionally consent to the assignment set out in it and we undertake to be bound by its terms.

We confirm that we have not received notice of any other assignment of the Relevant Document. This Acknowledgement will be governed by and construed in accordance with Israeli law.

\_\_\_\_\_  
For and on behalf of

[ ]

**SCHEDULE 4**

**Notice of assignment of Compensation Proceeds**

To: [                    ]

[Date]

**Re: The assets set out in the attached schedule (the "Assets")**

We hereby give you notice (the "Notice") that we have assigned by way of security (the "Assignment") to Kreos Capital V (Expert Fund) L.P. (the "Creditor"), all of our right, title and interest, present and future, to all amounts that are payable under the Property Tax and Compensation Fund Law, 5721-1961, and under any other applicable law, arising in connection with the Assets ("Compensation Proceeds") provided that (a) the abovementioned shall not apply to any insurance proceeds paid to us solely for indemnifying third parties; (b) unless we have informed you of the occurrence of an Event of Default, the above-mentioned shall not apply to the first USD 100,000 of any insurance benefits, payable in respect to any one insured event under the policy in addition to any proceeds excluded under sub-section (a) above.

Please acknowledge that you have received this Notice by signing and returning to the Creditor and ourselves a copy of the attached Acknowledgement.

This Notice will be governed by and construed in accordance with Israeli law.

\_\_\_\_\_  
For and on behalf of  
Appdome Ltd.

**SCHEDULE 5**  
**Acknowledgement of assignment of Compensation Proceeds**

**Re: The assets set out in the attached schedule (the "Assets")**

To: (1) Kreos Capital V (Expert Fund) L.P.  
(2) Appdome Ltd.

[Date]

Dear Sirs,

We acknowledge receipt of the attached notice of assignment (the "Notice") and we irrevocably and unconditionally consent to the assignment set out in it and we undertake to be bound by its terms.

We confirm that we have not received notice of any other assignment of the Compensation Proceeds.

This Acknowledgement will be governed by and construed in accordance with Israeli law.

\_\_\_\_\_  
For and on behalf of  
[                    ]